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Board Cover Memorandum

To Board of Education

From Sondra Aguilera, Acting Superintendent
Wesley Jacques, Executive Director, Academics and Instruction
Alicia Arenas, Director, Academics and Instruction
Vonzele Reed, K-12 History/Social Studies Coordinator, Academics and Instruction

Meeting Date September 14, 2022

Subject RFP #21-117AAI - OUSD 3rd grade Social Studies Curriculum Adoption

Ask of the Board We ask the OUSD Board of Education to approve the service agreement with Community Responsive Education to develop and pilot one 3rd grade social studies unit.

Background *In 2021, Oakland Unified School District (OUSD) launched a plan to select and adopt a History/Social Studies Curriculum that integrates Ethnic Studies and Social Justice for the third grade, 2022/2023 school year aligned with the OUSD core values, mission, and vision statement. The last History/Social Studies adoption was 2006.*

Dr. Allyson Tintiangco-Cubales, the co-founder and co-director of Community Responsive Education (CRE: communityresponsive.org) has been developing Ethnic Studies Curriculum since 2000. She is an awarding-winning professor and mentor who has also trained thousands of teachers who are now teaching Ethnic Studies throughout California and the United States. CRE and the leadership of CRE has been partnering with OUSD for over two decades. Some of CREs leaders and consultants were or are OUSD teachers at the elementary, middle and high school levels.

Discussion OUSD has committed to ensuring quality standards-aligned curriculum at all grade levels and core content areas to support teachers in providing equitable access to standards-based education. We seek to partner with Community Responsive Education (CRE) to facilitate curriculum and professional development for teachers to design one 3rd grade social studies unit. In this partnership CRE will be responsive and adaptive to the OUSD stakeholders and support the implementation of the curriculum for the professional learning of teachers, coaches and school leaders.

Fiscal Impact

Base Proposal

Curriculum Development Facilitation:	\$40,000.00
Teacher Development Facilitation:	\$20,000.00
July 2022-June 2023 Total:	\$60,000.00

Additional Services

Design and Layout of Curriculum for digital publication and print readiness:
\$10,000.00

Summer 2023 Support and Teacher Development:
\$15,000.00.

Attachments

- Services Agreement 2022-2023
- Data Sharing Agreement 2022-2023
- RFP #21-117AI – Academics and Instruction Department

SERVICES AGREEMENT 2022-2023

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 (“Community Responsive Education together with OUSD, and OUSD teachers):

Develop 3rd grade social studies curriculum and pilot one unit.

The PARTIES hereby agree as follows:

1. **Term.**
 - a. This Agreement shall start on the below date
July 1, 2022
 - b. The work shall be completed no later than the below date
June 30, 2023
2. **Services.** CRE 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, CRE shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.
3. **Alignment and Evaluation.**
 - a. CRE 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 CRE in any manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of CRE, each of CRE’s employees, and each of CRE’s subcontractors, and (ii) announced and unannounced observance of CRE, CRE’s employee(s), and CRE’s subcontractor(s).
4. **Inspection and Approval.** CRE agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all

aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by CRE must meet the approval of OUSD, and OUSD reserves the right to direct CRE 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.** CRE shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. CRE shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to CRE in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when CRE's programs and school site(s) change (either midyear or in subsequent years), CRE shall promptly update the information in the database.

6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with CRE pursuant to this Agreement in order to further the purposes thereof. CRE and all CRE'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. CRE understands that student data is confidential. If CRE will access or receive identifiable student data, other than directory information, in connection with this Agreement, CRE agrees to do so only after CRE and OUSD execute a separate data sharing agreement.
 - (i) If CRE is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E (available here).
 - (ii) If CRE is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing

Agreement.

- (iii) Notwithstanding Paragraph 28 (Indemnification), should CRE access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, CRE 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.** CRE 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 CRE, its employees, or its subcontractors in connection with the Services performed under this Agreement. CRE 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 CRE's prior written consent, use CRE's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

- a. The compensation under this Agreement shall not exceed:
\$75,000.00

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

- insurance, permitted subcontractor costs, and other costs.
- b. OUSD shall not pay and shall not be liable to CRE for any costs or expenses paid or incurred by CRE not described in **Exhibit A**.
 - c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after CRE submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by CRE, shall in no way lessen the liability of CRE 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 CRE's performance does not conform to the requirements of this Agreement, CRE agrees to correct its performance without delay.
 - d. Compensation for any Services performed prior to the August 2022 or after the June 2023 shall be at OUSD's sole discretion and in an amount solely determined by OUSD. CRE agrees that it shall not expect or demand payment for the performance of such services.
 - e. CRE acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
9. **Equipment and Materials.** CRE shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **Invoicing.** Invoices furnished by CRE 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: CRE name, CRE address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services

were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).

- b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform CRE of the missing items; CRE 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 untimely invoices.
- d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify CRE in writing and the new or modified requirements shall be mandatory upon receipt by CRE of such notice.
- e. To the extent that CRE has described how the Services may be provided both in-person and not in-person, CRE's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.
- f. All invoices furnished by CRE under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. **Termination and Suspension.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to CRE. OUSD shall compensate CRE for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of

God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of CRE to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to CRE. 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, CRE shall provide OUSD with all materials produced, maintained, or collected by CRE 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 CRE'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 CRE to suspend the Agreement, in which case CRE shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate CRE for Services satisfactorily provided through the date of suspension.
12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S.

Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 440
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

Community Responsive Education (CRE)

Name: Dr. Allyson Tintiangco-Cubales
Title: Co-Founder and Co-Director
Address: 2744 East 11th Street #C1
City, ST Zip: Oakland, CA 94601
Phone: 415-218-9191
Email: allyson@communityresponsive.org

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. Status.

- a. This is not an employment contract. CRE, in the performance of this Agreement, shall be and act as an independent contractor. CRE 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. CRE 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 CRE's employees.
- b. If CRE is a natural person, CRE verifies all of the following:
 - (i) CRE is free from the control and direction of OUSD in connection with CRE's work;

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

14. Qualifications and Training.

- a. CRE represents and warrants that CRE has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. CRE will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with

applicable laws, codes, rules, regulations, and/or ordinances. All CRE employees and agents shall have sufficient skill and experience to perform the work assigned to them.

- b. CRE 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 CRE was selected, at least in part, on such representations and warrants.

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

16. **Insurance.**

- a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, CRE 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 CRE. The policy shall protect CRE and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

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

17. **Testing and Screening.**

- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, CRE is required to screen employees who will be working at OUSD sites for more than six hours. CRE 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, CRE 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, CRE shall obtain an x-ray of the lungs. CRE, 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 CRE employees, subcontractors, volunteers, and agents providing the Services, CRE shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. CRE 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. CRE shall provide the results of the investigations and subsequent arrest notifications to OUSD.
Waivers are not available for CRE whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.
- c. CRE shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services.
- d. CRE agrees to immediately remove or cause the removal of any employee, representative, agent, or person under CRE's control

person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide CRE with a basis or explanation for the removal request.

18. Incident/Accident/Mandated Reporting.

- a. CRE shall notify OUSD, via email pursuant to Paragraph 12 (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. CRE shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. CRE shall bear all costs of compliance with this Paragraph.
- b. To the extent that an employee, subcontractor, agent, or representative of CRE is included on the list of mandated reporters found in Penal Code section 11165.7, CRE agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. Coronavirus/COVID-19.

- a. Through its execution of this Agreement, CRE declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that CRE provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), CRE agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent CRE from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), CRE agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if CRE or any employee, subcontractor,

- agent, or representative of CRE (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- d. In addition to the requirements of subparagraph (c), CRE 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 CRE or any employee, subcontractor, agent, or representative of CRE and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
 - e. CRE shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of CRE under this Agreement shall not be assigned by CRE without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CRE 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, CRE agrees to require like compliance by all its subcontractor (s). CRE shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
22. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are

allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CRE, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **Conflict of Interest.**
 - a. CRE shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. CRE 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. CRE affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - c. Through its execution of this Agreement, CRE 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 CRE receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CRE agrees it shall notify OUSD in writing.
26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, CRE certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition

Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
28. **Indemnification.**
- a. To the furthest extent permitted by California law, CRE shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of CRE's performance of this Agreement. CRE also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, CRE, or subcontractor furnishing work, services, or materials to CRE arising out of the performance of this Agreement. CRE shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at CRE's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CRE proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless CRE, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("CRE 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 CRE Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

29. **Audit.** CRE shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of CRE transacted under this Agreement. CRE shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the June 2023. CRE shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to CRE and shall conduct audit(s) during CRE'S normal business hours, unless CRE otherwise consents.
30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. CRE agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this

Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If CRE is doing business with OUSD for the first time, CRE acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and

perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.

- b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. CRE 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.
- a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate CRE for Services satisfactorily provided through the date of termination. Upon termination, CRE shall provide OUSD with all materials produced, maintained, or collected by CRE pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to CRE absent such formal approval or valid and proper execution.

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

VENDOR

Name: Dr. Allyson Tintiangco-Cubales

Signature: 

Position: Co-Founder & Co-Director

Date: 8.18.22

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

OUSD

Name: Wesley Jacques Signature: 

Position: Executive Director, Academics & Instruction Date: 8/10/22

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Sondra Aguilera Signature: 

Position: Acting Secretary, Board of Education Date: 9-15-2022

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

EXHIBIT A

- 1A. **General Description of Services to be Provided:** *CRE will work with team of OUSD teachers to develop curriculum and pilot one 3rd grade social studies unit.*
- 1B. **Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*
- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.
Click or tap here to enter text.
- 1C. **Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*
- Hourly Rate: \$Click or tap here to enter text. per hour
- Daily Rate: \$Click or tap here to enter text. per day
- Weekly Rate: \$Click or tap here to enter text. per week
- Monthly Rate: \$5,000.00/per month
- Per Student Served Rate: \$Click or tap here to enter text. per student served
- Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:
Click or tap here to enter text.
2. **Specific Outcomes:** *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

Third grade students will be provided with new curriculum for social studies.

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

Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

[Click or tap here to enter text.](#)

Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Adapting Services for Students with Disabilities:** If CRE will provide direct services to students under this Agreement, describe the manner in which services will be accommodated, modified, or otherwise adapted to meet the unique needs of students with disabilities:

[Click or tap here to enter text.](#)

5. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if CRE's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if CRE'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 CRE has no employees.)

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

DATA SHARING AGREEMENT 2022-2023

This Data Sharing Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity(ies) or individual(s) (“RECIPIENT,” together with OUSD, “PARTIES”):

The PARTIES hereby agree as follows:

1. **Limited Purpose of Agreement.** This Agreement pertains only to OUSD’s transmission of data to RECIPIENT, and RECIPIENT’s protection of such data. To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If such an agreement exists at the time of execution of this Agreement, the Parties shall identify it in **Exhibit A**.
2. **Data to be Provided.** The Parties shall list the categories of data to be provided in the Schedule of Data, attached hereto as **Exhibit B**. The data categories listed in **Exhibit B**, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as OUSD Data.
3. **Term.**
 - a. This Agreement shall start on the below date (“Start Date”):
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”):
If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. For OUSD Data transmitted as part of a research project approved by OUSD’s Department of Research, Assessment, and Data (“RAD”), if the term is longer than one calendar year, be aware that you must obtain approval from RAD prior to extending the research project into the second and subsequent calendar years, and no data will be shared during the second and subsequent calendar years unless and until this approval is obtained.
4. **Family Educational Rights and Privacy Act.** OUSD data limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement. For other student data, check any of the following that apply:

 OUSD Data includes personally identifiable information from a student record other than directory information. RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.

OUSD Data includes personally identifiable information from a student record, and:

RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)

RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)

RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or State and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)

RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this Agreement by reference.

The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)

5. **Privacy Compliance.** RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the Protection of

Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.

6. **Authorized Use.** OUSD Data, including persistent unique identifiers, shall be used for no purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
7. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to OUSD; or (d) use the OUSD Data for the development of commercial products or services.
8. **OUSD Data Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this Agreement is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original OUSD Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
9. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent, guardian, or eligible student may review OUSD Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. RECIPIENT shall respond in a timely manner to OUSD's request for OUSD Data in a pupil's records held by RECIPIENT to view or correct as necessary.
10. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for data held by RECIPIENT pursuant to the Services, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
11. **Employee Obligation.** RECIPIENT shall require all employees and agents who have access to OUSD Data to comply with all applicable provisions of this Agreement with respect to the data shared under the Agreement.
12. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this Agreement or any other Agreement identified in **Exhibit A**, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this Agreement.

13. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement
14. **Disposition of Data.** RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any OUSD Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.
15. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
16. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. RECIPIENT shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
 - b. The security breach notification described above shall include, at a minimum, the following information:
 - (i) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - (ii) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - (iii) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

- (iv) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - c. RECIPIENT agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
 - e. RECIPIENT is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to notify parents/families of a breach not originating from OUSD's use of the Service.
- 17. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
- 18. **Termination.**
 - a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to RECIPIENT. 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 any other language of this Agreement, if there is an unforeseen emergency or Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of RECIPIENT to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to RECIPIENT. 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, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

19. **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

RECIPIENT

Name: _____
Title: _____
Address: _____
City, ST Zip: _____
Phone: _____
Email: _____

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.

20. **Status.**

- a. This is not an employment contract. RECIPIENT, in the performance of this Agreement, shall be and act as an independent contractor. RECIPIENT 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. RECIPIENT 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 RECIPIENT's employees.

- b. If RECIPIENT is a natural person, RECIPIENT verifies all of the following:
 - (i) RECIPIENT is free from the control and direction of OUSD in connection with RECIPIENT's work;
 - (ii) RECIPIENT's work is outside the usual course of OUSD's business; and
 - (iii) RECIPIENT 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 RECIPIENT is a business entity, RECIPIENT verifies all of the following:
 - (i) RECIPIENT is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) RECIPIENT is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and RECIPIENT is in writing;
 - (iv) RECIPIENT has the required business license or business tax registration, if the work is performed in a jurisdiction that requires RECIPIENT to have a business license or business tax registration;
 - (v) RECIPIENT maintains a business location that is separate from the business or work location of OUSD;
 - (vi) RECIPIENT is customarily engaged in an independently established business of the same nature as that involved in the work performed;
 - (vii) RECIPIENT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
 - (viii) RECIPIENT advertises and holds itself out to the public as available to provide the same or similar services;
 - (ix) RECIPIENT provides its own tools, vehicles, and equipment to perform the services;
 - (x) RECIPIENT can negotiate its own rates;
 - (xi) RECIPIENT can set its own hours and location of work; and
 - (xii) RECIPIENT 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.

21. **Certificates/ Permits/ Licenses/ Registration.** RECIPIENT'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.
22. **Coronavirus/COVID-19.**
 - a. Through its execution of this Agreement, RECIPIENT declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
 - b. RECIPIENT agrees to notify OUSD, via email pursuant to the paragraph titled Legal Notices, within twelve (12) hours if RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT (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 of the requirements of subparagraph (b), RECIPIENT 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 RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
 - d. RECIPIENT shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
23. **Assignment.** The obligations of RECIPIENT under this Agreement shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
24. **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, RECIPIENT 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, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT 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.

25. **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, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
26. **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.
27. **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.
28. **Conflict of Interest.**
 - a. RECIPIENT shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT 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. RECIPIENT affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between RECIPIENT'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, RECIPIENT 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 RECIPIENT receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, RECIPIENT agrees it shall notify OUSD in writing.
29. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, RECIPIENT certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
30. **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.

31. **Indemnification.**

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

b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“RECIPIENT 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 RECIPIENT Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.

32. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this Agreement. RECIPIENT shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. RECIPIENT 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 RECIPIENT and shall conduct audit(s) during RECIPIENT’S normal business hours, unless RECIPIENT otherwise consents.

33. **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.

34. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. RECIPIENT 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.
35. **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.
36. **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.
37. **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.
38. **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.
39. **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.
40. **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.

41. **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.

42. **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. RECIPIENT 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 18, 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.


43. **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 RECIPIENT absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

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

RECIPIENT

Name: Dr. Allyson Tintiangco-Cubales


Signature: 

Position: Co-Founder and Co-Director

Date: 8.18.22

OUSD

Name: Sondra Aguilera

Signature: 

Position: Chief Academic Officer

Date: 8/10/2022

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Sondra Aguilera, Acting Superintendent

Signature: _____

Position: Acting Secretary, Board of Education

Date: _____

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

EXHIBIT A

1) Anticipated Use of Data: *Describe the purpose for which the Recipient seeks access to the OUSD Data identified in Exhibit B.*

2) Description of Existing Agreements between OUSD and Recipient: *To the extent that OUSD and Recipient have entered separate agreements imposing legal obligations in addition to data sharing, list their date, Enactment Number (if applicable), and a brief summary below. Include research applications in this list.*

3) Site/Department to Provide Data (e.g., Research, Assessment, & Data Department, Tech Services Department, specific school site):

EXHIBIT B

Please indicate each data element requested below.

Category	Elements	Check if Requested
Application Technology Metadata	IP Addresses of users, use of cookies, etc.	<input type="checkbox"/>
Application Use Statistics	Metadata on user interaction with application	<input type="checkbox"/>
Assessment	SBAC results	<input type="checkbox"/>
	ELPAC results	<input type="checkbox"/>
	IAB Results	<input type="checkbox"/>
	Local benchmark assessment results	<input type="checkbox"/>
Attendance	Attendance rate	<input type="checkbox"/>
	Number of absences	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Number of Suspensions	<input type="checkbox"/>
	Days suspended	<input type="checkbox"/>
Demographics	Gender	<input type="checkbox"/>
	Race/Ethnicity	<input type="checkbox"/>
	Special ed. flag	<input type="checkbox"/>
	Home language	<input type="checkbox"/>

	Language proficiency	<input type="checkbox"/>
	Birth country	<input type="checkbox"/>
Enrollment	School	<input type="checkbox"/>
	Grade level	<input type="checkbox"/>

Parent/Guardian Contact Information	Name	<input type="checkbox"/>
	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner	<input type="checkbox"/>
	Title 1 flag (schoolwide)	<input type="checkbox"/>
Student Contact Information	Name	<input type="checkbox"/>
	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Local Identifiers	Local student ID number	<input type="checkbox"/>
	Teacher ID number	<input type="checkbox"/>

	State student ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app password(s)	<input type="checkbox"/>
	Dummy identifiers	<input type="checkbox"/>

Student Work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Current year GPA	<input type="checkbox"/>
	Cumulative GPA	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

THIRD GRADE SOCIAL STUDIES CURRICULUM PILOT FOR OFFICE OF ACADEMICS INNOVATION

**OAKLAND UNIFIED SCHOOL DISTRICT
Attention: Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601**

email: procurement@ousd.org
phone: (510) 434-6311

**Proposals Due:
5/12/2022 at 2:00 PM**

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE GOVERNED BY
THE CALIFORNIA EDUCATION AND PUBLIC CONTRACT CODES.

CRE PROPOSAL

Value Category 1: Annual cost to the district (200 Points)

Base Proposal

Curriculum Development Facilitation:	\$40,000
Teacher Development Facilitation:	\$20,000
July 2022-June 2023 Total:	\$60,000

Additional Services

Design and Layout of Curriculum for digital publication and print readiness: \$10,000

Summer 2023 Support and Teacher Development: \$15,000

Additional services and support can be discussed upon confirmation of contract.

Value Category 2: Scope of Services (300 Points)

Curriculum Development

Experience

Dr. Allyson Tintiangco-Cubales, the co-founder and co-director of Community Responsive Education (CRE: communityresponsive.org) has been developing Ethnic Studies Curriculum since 2000. She is an awarding-winning professor and mentor who has also trained thousands of teachers who are now teaching Ethnic Studies throughout California and the United States. She was the lead academic advisor for the development of San Francisco Unified School Districts Ethnic Studies curriculum that has garnered praise for its effectiveness and has been used as a model for many schools and districts who are developing and implementing Ethnic Studies Curriculum. Dr. Tintiangco-Cubales is also the founder of Pin@y Educational Partnerships (PEP: pepsf.org), an Ethnic Studies educational community focused on teaching and developing Filipina/x/o American Studies curriculum and content.

Dr. Tintiangco-Cubales has written four books on Ethnic Studies curriculum development and has dozens of articles on Ethnic Studies pedagogy. Her collaborative pieces on Ethnic Studies Pedagogy have been used throughout the nation as a formative text in both teacher education and Ethnic Studies. She has also developed a process, format, and design for Ethnic Studies curriculum development--for scope and sequences, units, lessons, workshops, and projects--that is being used in many Ethnic Studies and non-Ethnic Studies courses throughout the nation. She also often sought out to support teachers and leaders to develop curricular strategic plans that have resulted in successful and sustainable implementation. We provide a list of schools, districts, and counties where CRE has led Ethnic Studies curriculum development and community responsive teacher development.

Integration of Instructional Shifts

Dr. Tintiangco-Cubales and CRE have been working directly with The CLIC Project for the past three years. She has been at the forefront of pushing the four instructional shifts in how teachers teach and create curriculum in social science, history, Ethnic Studies, and even in Language Arts. She has also created the Ethnic Studies Praxis Story Plot framework and the curriculum lesson templates that are being used by the AB 123 Curriculum. You can find some her work with The CLIC Project at <https://californiahss.org/FilipinoContributions.html>

CRE integrates the four instructional shifts (CLIC): content, literacy, inquiry and citizenship in curriculum development through the following methods:

Content: Social Science content should be taught from the “local to the global” according to the HSS framework. In addition to this, Ethnic Studies should access students “funds of knowledge” and also place high value on the personal, familial, and community’s experiences.

Literacy: Along with choosing relevant reading materials, CRE encourages teachers to create writing assignments that allow students to not only show understanding but also practice analytical and argumentation skills that are needed in their students’ future college and career lives.

Inquiry: CRE’s specialized approach to inquiry is to support the development of Ethnic Studies compelling questions and projects that are rooted in eradicating racism.

Citizenship: CRE has supported the development of Ethnic Studies principles centered on developing a genuine democracy. This pushes educators to humanize and center marginalized students, their families, communities and also their histories.

Curriculum Design for Diverse Learners

CRE’s approach to designing curriculum utilizes asset-based pedagogy and the tenets of critical disability studies to provide access to diverse learners including English language learners, multilingual students, newcomers, students who have disabilities, and those who have experienced trauma.

Dr. Tintiangco-Cubales with some of her colleagues recently authored a chapter in the California Department of Education’s book, *Improving Education for Multilingual and English Learner: Research to Practice*. Their article, “Asset-Based Pedagogy: Student, Family, and Community Engagement for the Academic and Social–Emotional Learning of Multilingual Students” can be accessed at <https://www.cde.ca.gov/sp/el/er/documents/mleeducationch2.pdf>

This chapter is informed greatly by Ethnic Studies pedagogy. There are vignettes and examples of Ethnic Studies curriculum that has been used specifically in multilingual and multi-learner classrooms. This chapter is being widely used in the field of teacher preparation and professional development workshops.

Along with an asset-based approach to designing curriculum, CRE also draws from the critical disability studies and dis/ability critical race studies (DisCrit) that deliberately theorizes learning at the intersections race and dis/ability. (Annamma, Connor, and Ferri) CRE’s curriculum design process includes a section in each lesson plan that has teachers commit to providing modification and resources for students with disabilities or have multilingual backgrounds. This is rooted in the belief that strategies for diverse learners benefit all students.

School Relationships

CRE and the leadership of CRE has been partnering with OUSD for over two decades. Some of CRE leaders and consultants were or are OUSD teachers at the elementary, middle, and high school levels. Along with directly working for OUSD, CRE leaders and teachers have also provided teacher development at schools throughout the district through our work around Teaching Excellence Network (TEN). TEN, which was endorsed by OEA, was used as a tool for families, students, teachers, and leaders to set the priorities of their schools and also provide a feedback loop for teachers that empowered families and students as a mechanism to provide feedback to teachers. This non-punitive tool provided a means for teacher growth.

CRE leaders also participated in the development of the school formerly known as Roses in Concrete (RIC) community school. Some of CRE's early Ethnic Studies work at the elementary school level started RIC. TEN and CRE worked with staff and faculty at RIC to develop a schoolwide culture rooted in Ethnic Studies. As RIC transitioned and merged with Howard Elementary School to become Oakland Academy of Knowledge (OAK), CRE was reenaged and is currently providing support on developing Ethnic Studies curriculum alongside developing teachers to pilot the curriculum in the fall 2022. This positions CRE as a viable partner to OUSD to develop the 3rd grade social science/Ethnic Studies curriculum.

Ethnic Studies Alignment

CRE's Approach to Ethnic Studies

The CRE approach to Ethnic Studies is rooted in the worldview of Ethnic Studies that is rooted in the social movement started by the Third World Liberation Front and the Black Student Union in 1968. From the onset of Ethnic Studies, there was a clear purpose to eliminate racism and other forms of oppression. Ethnic Studies centralizes the first person narratives of Black, Indigenous Peoples, and Communities of Color--within a critical discussion about power, systems, identity formation, self-reflection, agency, and action.

Given the range and complexity of Ethnic Studies and its purposes, the following key values and principles offer guidance for the development of courses, teaching, and learning. Ethnic Studies courses, teaching, and learning:

1. **CULTIVATE** empathy, community actualization, cultural perpetuity, self-worth, self-determination, and the holistic well-being of all participants, especially Black, Indigenous, and People of color.
2. **CELEBRATE** and honor Native peoples of the land and communities of color by providing a space to share their stories of struggle and resistance, along with their cultural wealth.
3. **CENTER** and place high value on pre-colonial, ancestral, indigenous, diasporic, familial, and marginalized knowledge.
4. **CRITIQUE** empire and its relationship to white supremacy, racism, patriarchy, and cis-heteropatriarchy.
5. **CHALLENGE** imperialist/colonial hegemonic beliefs and practices on the ideological, institutional, interpersonal, and internalized levels.

6. **CONNECT** ourselves to past and contemporary resistance movements that struggle for social justice on the global and local levels.
7. **CONCEPTUALIZE**, imagine, and build new possibilities for post-imperial life that promotes transformative resistance, critical hope, and radical healing. (Tintiangco-Cubales & Curammeng, E. 2018.)

Integrating Ethnic Studies into Social Studies Framework

CRE has worked with multiple schools and districts to develop Ethnic Studies that is aligned with California History-Social Science Framework. Members and consultants with CRE worked directly on California's Ethnic Studies model curriculum which was deliberately aligned to the HSS framework. The [lesson plan template that OUSD](#) is currently using comes directly from CRE and in these lessons, there is a section that describes how the lesson is aligned with [H/SS State Standards & Sequencing \(OUSD H/SS Blueprints\)](#).

As mentioned earlier, Dr. Tintiangco-Cubales has had a long standing relationship with the CLIC project. She led the AB 123 curriculum that is in line with California's H/SS State Standards for 4th grade. To view the drafts of the curriculum, please go to https://docs.google.com/document/d/15GXf55v2j7y8k3w3DVo2FJbpSafyy4A6x_BlfhXnHQ/edit *(These lessons are still being revised for public sharing. Please don't share beyond the committee reviewing this proposal.)*

CRE has also worked with many districts in California, Massachusetts, and Maryland to develop Ethnic Studies curriculum that is aligned with their state frameworks for history and social science. The Ethnic Studies curriculum that is supported by CRE enhances and makes relevant the frameworks of history and social science. Specifically in California, CRE has been working with districts like Jefferson Elementary School District and Jefferson Union High School District to show the direct connections between the Ethnic Studies curriculum and the H/SS framework.

CRE is also working directly with OAK elementary in OUSD with the development of their TK-5th grade curriculum specifying the ways that Ethnic Studies fulfills H/SS standards and how it materializes the CLIC instructional shifts. The OAK curriculum also aims to eventually connect to the EL curriculum that the district is rolling out. The themes in the OAK Ethnic Studies curriculum are craftily weaved with the themes that define their school culture which are: Culture, Curiosity, Courage, Compassion, and Community. *If contracted, CRE will share the scope of sequence of OAK to provide examples of how the OUSD Ethnic Studies curriculum can be the Social Science curriculum.*

Along with H/SS framework alignment, the Ethnic Studies curriculum development that has been guided by CRE also connects to ELA standards and district generated Ethnic Studies standards. In two of Dr. Tintiangco-Cubales' elementary school curriculum books, she skillfully connects Ethnic Studies with language learning which historically have two fields that didn't talk with each other. She also connects all the lessons to ELA standards.

Value Category 3: Program Accountability, Program Plans and Results, Staffing, Experience and Performance (300 Points)

Organizational Capacity

Overall Approach

CRE's leadership and team of consultants are very familiar with OUSD vision, mission, and commitments to providing students with opportunities and conditions that center the "whole child" that will allow them to thrive by disrupting educational inequity. This is directly in line with CRE's vision and mission to provide community responsive services to educators and educational leaders. CRE provides development that grows the "whole teacher" by focusing on providing opportunities to strengthen their identities, wellness, practices, and pedagogy. This humanizing of the teacher models the way they can see and treat their students. It also provides them an optimum mindset to create and implement "quality, culturally responsive, anti-racist curriculum and pedagogy" that is at the core of OUSD's beliefs. (The Oakland Way)

When working with districts and schools on curriculum support, CRE is very sensitive to work that has already been done prior to their contract. Understanding that your district has already put in a great deal of work on OUSD's Ethnic Studies Framework, CRE aims to honor the previous work that has been done and built upon it to facilitate the creation of a 3rd curriculum with teachers that addresses OUSD Ethnic Studies standards and essential questions outlined in the four themes of: Theme 1: Identity, Origins, Culture; Theme 2: Power, Privilege, Oppression; Theme 3: Resistance and Liberation; and Theme 4: Taking Action and connect it directly to California's History and Social Science Framework.

Prior Experience

Dr. Tintiangco-Cubales began her Ethnic Studies curriculum development work in 1995 while a Ph.D. student at UCLA's Social Science and Comparative Education program. She developed some of the first Ethnic Studies courses for transfer students. Since then, Tintiangco-Cubales has been developing Ethnic Studies curriculum and developing models and customizing curricular processes responsive to the schools, district, counties, and organizations that she has partnered with. CRE provides a longer list of schools, districts, counties, and organizations where leaders and consultants have supported curriculum development, piloting, adoption, and/or implementation.

CRE's leaders and consultants have been working with San Francisco Unified School District's curriculum development, piloting, adoption and implementation since 2008. Dr. Tintiangco-Cubales, as the academic advisor on SFUSD's Ethnic Studies initiative guided the teachers through each step of developing their curriculum, supported teacher's pedagogical development, creating their strategic roll out plan (5 and 10 year plan). She has also been brought back on numerous occasions to facilitate teacher and teacher leader development. She has recently worked with the Ethnic Studies and History/Social Science teams to revisit their strategic plan.

CRE's current partners, including that of Jefferson Elementary School District (JESD) and Jefferson High School District (JUHSD) are all completing their Ethnic Studies scope and sequences for both elementary and high

school levels and are currently developing their lessons to be piloted in the fall. JESD's middle school just completed their first year of their pilot and are working toward evaluating and revising their curriculum with feedback from the students.

Scope of Work

CRE will partner with the OUSD teachers and leaders to develop a 3rd grade Ethnic Studies/History/Social Science curriculum. This will include a deep dive into the integration of Ethnic Studies principles, curriculum, and pedagogy in elementary school classrooms with alignment to California's HSS Framework. CRE will co-generate a responsive timeline and agendas with a set of activities that will lead to the following deliverables:

Deliverable 1: Participatory Alignment Review/Audit of curriculum materials and district initiatives related to the 3rd grade curriculum development. (July 2022)

CRE will provide systems to review and sustain alignment between with the following:

- OUSD's Ethnic Studies Framework and Operating Principles
- OUSD's ECE-8 Ethnic Studies Standards with a focus on 3rd Grade
- CLIC and HSS Framework- Focus on 3rd Grade
- Ethnic Studies Units, Lessons, Supplemental Materials that have been created prior to this contract
- School and district initiatives and policies related to Ethnic Studies, including the adoption of EL Curriculum

CRE will support:

- Mapping Connections between all the initiatives and entities relevant to the development of the 3rd grade curriculum
- Mapping Curriculum Development Plan
- Mapping Teacher Development Plan
- Providing a set of recommendations for curriculum and teacher development and to inform the 3rd grade curricular planning, strategic planning, and roll out plans.

Deliverable 2: Ethnic Studies Curriculum and Teacher Development

CRE will provide Ethnic Studies Curriculum and Teacher Development for elementary school teachers. (July 2022-June 2023) This development may include but not limited to:

- Ethnic Studies Curriculum Development
 - Co-design a roll out plan for both Ethnic Studies time designation and also crosswalk and alignment across 3rd grade core content areas
 - Curriculum will be aligned to Ethnic Studies Principles, Ethnic Studies standards development, and HSS Framework
 - Facilitate teachers to create curriculum for 3rd grade Ethnic Studies. OUSD will recruit motivated teachers to participate in the Ethnic Studies Elementary School Team to write the curriculum. The deliverables may include but not limited to the following:
 - 5-6 Unit Development
 - Scope and Sequence of 3rd grade curriculum
 - Unit Overview Development with the HSS-CLIC instructional shifts

- Unit Ethnic Studies Compelling Questions to set up Inquiry-based learning
 - Enduring Understandings for each unit
 - Essential Questions for each unit
 - Unit Assessments
- Lesson Plan Development
 - Lesson plans will be developed to cover 2 days (at 50 minutes each) per week
 - Unit 1 lessons will be ready to be piloted in the fall of 2022
 - Lessons will include relevant text and primary source documents
 - Lessons will use CRE's customized lesson plan process and templates developed for OUSD
- Project Development
 - Inquiry based projects
 - Reflection centered approaches
 - Youth Participatory Action Research
- Ethnic Studies Teacher Development
 - Co-generated Teacher Development Syllabus
 - Community Responsive and Culturally Rooted Teaching Philosophy Development
 - Ethnic Studies Pedagogy workshops
 - Access to network of Ethnic Studies teachers throughout the state and nation
 - Access to Ethnic Studies Professional Development opportunities hosted by CRE beyond OUSD
 - Practice teaching and piloting lessons
 - Centering teacher and student wellness in Ethnic Studies
 - Access to current and emerging Ethnic Studies research and scholarship

Program Accountability

Roles and Responsibilities

CRE's core administrative staff will be responsible for the following:

Director: Dr. Allyson Tintiangco-Cubales will lead a team of CRE consultants who will facilitate the creation of a 3rd grade Ethnic Studies/History/Social Science Curriculum.

Consultants: CRE will provide high quality, experienced Ethnic Studies educators who have written and implemented their own curriculum. The individual consultants will be chosen and identified upon confirmation of the contract.

Project Management: Sarah Marie Camacho, Lucas Ives, and Reina Victoria will be in direct contract with the district about contracting, invoicing, and any of the fiscal components of the contract.

High Leverage Activities

- Preparation and audit meetings
- Mid-contract meeting to discuss progress
- Monthly teacher and curriculum development meetings
- District support for teacher time for the writing of the curriculum
- End of the year meeting with District leaders to share the development and next steps

CRE's Ability to Support OUSD

Staffing: CRE will provide a team of consultants led by Dr. Allyson Tintiangco-Cubales. The team will consist of at least two other consultants that have created and implemented their own Ethnic Studies Curriculum at the elementary school level.

Preparation: CRE will prepare both independently and alongside OUSD leaders and teachers. The following elements will be needed to ensure an effective roll out:

Cursory Audit Meeting: 2 Preparation Meetings between CRE and OUSD District Leads-at least two 60 minute meetings prior to meeting with the whole staff) to:

1. Discuss Cursory Audit
2. Co-generate teacher onboarding
3. Solidify scope and timeline of the project

10 Teacher Development Sessions- Monthly (2 hours)

Teachers will also have designated time to work on their curriculum and engage in reading and reflection in between these monthly sessions. Meetings in between the monthly sessions with CRE will be essential to getting a draft of the curriculum completed. A designated time and space facilitated by OUSD leadership will be provided for the teachers to work together in smaller groups to write the curriculum.

1 Mid-contract meeting to discuss:

- Curricular Progress
- Teacher Development
- Potential pivots or shifts in the work

1 Follow up Meeting and Transition Interview with OUSD leaders and teachers to discuss feedback (60 minutes)

Sustainability

The goal of CRE consulting is to develop teacher leaders within districts, schools, and organizations to ensure sustainability after contractual obligations are met by CRE. We do this by providing transparent detailed processes, agendas, and access to lessons, slide decks, and resources that can be used long after the contract has been completed.

CRE also connects the teachers and leaders involved in a network of Ethnic Studies practitioners and scholars who can support the work with your District.

CRE prides itself in coaching teachers to become leaders in the Ethnic Studies work who then can provide teacher development and support to future teachers.

CRE provides strong transition planning that is co-generated with the teachers who will be continuing the work. CRE's detailed workshops and lesson plan format allow for ease in transition and sustainability.

List other district's and organization's that you have worked with on similar projects and briefly describe the scope of work

CRE has provided both Ethnic Studies curriculum and teacher development and support to the following:

- Baltimore City Public Schools: Supported the Ethnic Studies rewrite of their History Be More Me Curriculum and also provided evaluation of the curriculum.
- Boston Unified School District: Ethnic Studies curriculum and teacher development for high school
- El Rancho School District: Ethnic Studies curricular strategic planning and teacher development
- Jefferson Elementary School District : Ethnic Studies curriculum and teacher development for middle and elementary school
- Jefferson Unified High School District: Ethnic Studies curriculum and teacher development for high school
- Latino College Preparatory Academy: Community responsive curriculum and teacher development
- Malcolm X Elementary School: Ethnic Studies curriculum and teacher development for elementary school
- OAK Elementary School: Ethnic Studies curriculum and teacher development for elementary school
- Pajaro Valley Unified School District: Ethnic Studies curriculum and teacher development for high school and middle school
- Pin@y Educational Partnerships: Ethnic Studies curriculum and teacher development for K-12
- Roses in Concrete Elementary School: Ethnic Studies curriculum and teacher development for elementary school
- San Francisco Unified School District: Ethnic Studies curriculum development for high school and strategic planning
- Santa Clara County Office of Education: Ethnic Studies curriculum design and alignment to Universal Design for Learning
- Santa Cruz County Office of Education: Ethnic Studies curriculum development and Ethnic Studies lecture series
- Sacramento County Office of Education: Ethnic Studies chapter on multilingual students and also led the development of AB 123 Curriculum
- St. Ignatius College Preparatory: Ethnic Studies curriculum and teacher development for high school

*CRE's **vision and mission**, and any products and services that would be leveraged in service of the stated goals within this RFP*

CRE works toward a system of education that is centered on cultivating youth wellness where marginalized and traumatized communities have the opportunity to thrive. CRE sees Ethnic Studies as a pathway to wellness.

The following provides some products and services that will be leveraged in the service of the RFP:

Ethnic Studies Elementary School Curriculum: The development of OUSD's 3rd grade curriculum will be directly connected to lessons that are being developed for OAK Elementary and JESD elementary schools. The 3rd grade curriculum at OAK and JESD already centers on the theme of "continuity and change" connected to the HSS Framework. CRE also supports high school and middle school curriculum throughout the state and nation and can provide connections.

Oakland focused: Many of our consultants live and work in Oakland and are deeply rooted in communities of color. These relationships will be leveraged to ensure that the curriculum is Oakland-centric and responsive to local communities.

Inquiry Expertise: Dr. Tintiangco-Cubales will be serving as the lead curriculum advisor to Newsela's Ethnic Studies curriculum portal and is also the curriculum advisor to UCLA's Asian American Pacific Islander Digital Textbook. In both of these large scale projects, inquiry is the main focus. Not only does Tintiangco-Cubales have endless experience developing inquiry projects with compelling questions, she also has developed criteria for developing Ethnic Studies compelling questions. In this proposed scope, Tintiangco-Cubales and CRE will walk teachers through developing a process for inquiry that is critical while also being age/skill-appropriate.

OUSD Commitments and Support

CRE brings a great deal of expertise, experience, and commitment to ensuring that Ethnic Studies stays true to its purpose to center the knowledge and experiences of Black, Indigenous, and People of Color while also working toward the eradication of racism and intersectional forms of oppression. We hope for a commitment from OUSD to be in solidarity with our commitments. This solidarity we hope will be through the genuine relationships, practices, and treatment of the teachers, leaders, and CRE consultants.

We also need support from OUSD to:

- Recruit and compensate teachers who are committed to the values and principles of Ethnic Studies and have the capacity and skill to develop the curriculum alongside CRE.
- Involve leaders who are committed to ensuring that Ethnic Studies is supported long after this contract is completed.
- Involve community, students, and family in the process of developing and implementing Ethnic Studies.
- Continue development--both teacher and curricular--after the pilot to revise and make sure that what is created is responsive to students and their communities.

Value Category 4: Ability to deliver proposed solution and Reference (200 Points) Company Profile

● Provide the following information about your organization:

o The full organization name (and any former name or dba names used), address, location, and phone number for your headquarters, branch and area offices that would support the District.

Full Organization Name: Community Responsive Education Corp

Other Names Used: Community Responsive Education, CRE, Teaching Excellence Network, TEN

Location Supporting OUSD: 2744 East 11th Street #C1, Oakland, CA 94601

Other Locations: 3500 S. DuPont Hwy, Dover DE 19901

Phone Number: 415-218-9181

o List the name(s), telephone number(s), and locations of your representatives who can be contacted regarding this proposal and any future business.

Allyson Tintiangco-Cubales, 415-218-9181, Oakland, CA

Glenda Macatangay, 916-267-1117, Sacramento, CA

o Include company web address, if available.

<https://communityresponsive.org/>

● Please attach a short history of the organization including whether it is local, national, or international, as well as the approximate number of employees, firm offices, and locations

Community Responsive Education (CRE) provides services for educators to begin and/or sustain the journey of becoming community responsive to their students, their students' families, themselves, and their colleagues. CRE has provided teacher development to nearly 60 districts across the nation. For the past two decades, we have supported teachers, schools, and district leaders to use the lenses of Ethnic Studies, racial equity, and critical pedagogy to grow their capacity and agency to become more responsive to the needs of students. We have held training with over 350 schools and 70 school districts including sessions with educational leaders, faculty, and staff around community responsiveness, contextually effective professional development, and Ethnic Studies curriculum development and pedagogy. CRE provides a wide-array of services and workshops on the following topics: Ethnic Studies curriculum and teacher development, curricular strategic planning, praxis learning circle development, teacher wellness and community building, youth cultural wellness development, and teacher participatory action research, equity audits, and transformative leadership/critical leadership praxis.

www.communityresponsive.org

CRE has a network of at least 30 Ethnic Studies consultants who have developed their own curriculum and have taught Ethnic Studies at the K-12 level and at the college and university level.

- Please attach evidence that supports the viability of the company for the duration of the contract.

Community Responsive Education was incorporated on February 8, 2016, (see attached certification,) and has operated successfully for the past six years. We've worked with dozens of schools/school districts and regularly work on multi-year contracts and projects. We currently have projects taking us through 2023.

Professional Qualifications

- Provide a succinct summary of the organization's overall qualifications and capacity to provide the services requested in this RFP.

CRE leaders and consultants have all majored, minored, and have graduate degrees in Ethnic Studies or related fields. Names of consultants and their qualifications can be provided upon confirmation of the contract.

Leading this project will be Dr. Allyson Tintiangco-Cubales:

Allyson Tintiangco-Cubales, Ph.D. was born and raised on Ohlone land (Fremont, California) with parents who were immigrants from the Philippines—womb (Batangas) and seed (Tarlac). Dr. Tintiangco-Cubales is an award-winning professor in the College of Ethnic Studies at San Francisco State University. Since 2000, she's been teaching interdisciplinary courses focused on critical pedagogy, race and racism, identity, gender, cultural production, and research methods. She is also an affiliated faculty member in the Educational Leadership Doctoral Program. She has mentored hundreds of critical master's and doctoral students who are now teaching and working in schools, colleges, and community organizations across the nation. She is also the co-founder and director of Community Responsive Education (CRE) and Teaching Excellence Network (TEN), two nationwide firms that support the development of responsive, equitable, and justice-driven educators. She has provided direct support to schools, districts, counties, and organizations throughout the nation including San Francisco, Daly City, Oakland, Santa Clara, Los Angeles, El Rancho, New York, Newburgh, Boston, Allentown, and Baltimore. Her most recent endeavor with CRE is the development of a community responsive wellness index that will be used in schools across the nation. This index is rooted in the values of Ethnic Studies and humanizing pedagogy. In 2001, she founded Pin@y Educational Partnerships (PEP), a "barangay" that focuses on providing schools with Ethnic Studies courses and curriculum, developing radical educators, and creating resources for Filipina/x/o communities and similarly marginalized people. She has worked with several school districts throughout the nation, including the San Francisco Unified School District, to co-develop Ethnic Studies, Social Justice, and also Filipino Language curriculum. She is the author of four books of curriculum and numerous articles focused on the applications of critical pedagogy, Ethnic Studies curriculum, Motherscholarship, and Pinayism. *Dr. Tintiangco-Cubales' publications and CV can be provided upon request.*

● Using the format in Section C (“References”), provide three (3) references, preferably from school districts, government agencies or similar entities. Include the entity’s name and address, and name, title, telephone number and email address of the person to contact, along with a brief summary of the service provided.

[References provided in Exhibit B.](#)

Proposer/ Vendor Forms Checklist to Complete

Exhibit A Standard Form Response

Exhibit B Reference Worksheet (3 minimum)

Exhibit C Proposal Price Form (sample)

Exhibit D Terms and Conditions

Exhibit E Certification regarding Debarment, suspension, ineligibility Exhibit F Insurance

Exhibit G Worker’s Compensation Certificate

Exhibit H Fingerprinting Certificate

Exhibit I Non- Collusion Declaration

Exhibit J Piggyback Clause

Exhibit K Authorized vendor Signature

Exhibit L Data Request- OUSD Data Privacy

Exhibit A

Standard Form Response:

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

Community Responsive Education
2744 East 11th Street #C1
Oakland, CA 94601

2. Tel: [415-218-9181](tel:415-218-9181) Website: communityresponsive.org
Email: hello@communityresponsive.org

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)

Individual

Partnership

Corporation

5. Names and titles of all principals/officers/partners of the company:

Allyson Tintiangco-Cubales - Co-Director
Glenda Macatangay - Co-Director

6. Point of Contact if Contract is Awarded: Allyson Tintiangco-Cubales

Exhibit B

References:

To be completed by references:

Reference 1:

Customer Name: Santa Cruz County Office of Education
Contact Name: Debi Bodenheimer
Title: Associate Superintendent, Educational Services
Address: 400 Encinal Street, Santa Cruz, CA 95060
Phone Number: 408.455.9283
Email: dbodenheimer@santacruzcoe.org

Services Provided: Dr. Allyson Tintinangco-Cubales presented at our Administrative Kickoff in August, 2021. She delivered a keynote speech about student wellness, equity and Ethnic Studies, and she also moderated a student panel to hear student voices about their experiences with Ethnic Studies. After the kickoff in August, Allyson and her colleagues facilitated a 5 session Community of Practice for Ethnic Studies, and a 5 session lecture series on Ethnic Studies. We plan to continue working with her next year and beyond.

How satisfied were you with the services provided? Excellent. We feel very privileged and lucky to be working with such a talented person and team.

Excellent

Was the work completed on time and within contract not to exceed the amount? Did the work product demonstrate responsiveness, knowledge and high degree of accuracy?

Yes, the work was all completed on time, everything was above and beyond what was expected, and the contract was not exceeded. The work product was grounded in research and data, and it was extremely relevant to the needs of our schools and districts in Santa Cruz County.

Reference 2:

Customer Name: Jefferson Union High School District
Contact Name: Laurie Robinson
Title: Director of Curriculum, Instruction, and Accountability
Address: 699 Serramonte Blvd. Suite 100 Daly City, CA 94015
Phone Number: _650-550-7880
Email: lrobinson@jeffersonunion.net

Services Provided: Once a month, zoom based, afternoon, professional learning sessions

How satisfied were you with the services provided? Excellent

Was the work completed on time and within contract not to exceed the amount? Yes

Did the work product demonstrate responsiveness, knowledge and high degree of accuracy? Yes

Reference 3:

Customer Name: Jefferson Elementary School District
Contact Name: Stephanie Martinez
Title: Program Director of Student Services
Address: 101 Lincoln Ave. Daly City, Ca 94015
Phone Number: 650-746-2407
Email: smartinez@jeffersonesd.org
Services Provided: Professional Development for Teachers & Development of Ethnic Studies Curriculum (3-8th)

How satisfied were you with the services provided?

Very Satisfied, our Teachers have reported very positively over the past three years. The CRE team is organized, resourceful, and responsive to any needs that are identified. Our curriculum development has allowed Teachers to grow in all areas of their profession such as; identifying a teaching pedagogy, relationship building, community building, highly effective teaching strategies, and personal development.

Was the work completed on time and within contract not to exceed the amount? Did the work product demonstrate responsiveness, knowledge, and a high degree of accuracy?

The work had some delays due to external factors such as the pandemic. The working group within the District has experienced some setbacks in losing team members due to the workload. In reflection, this was not the fault of CRE but something any District should make considerations. Sufficient compensation for participating staff and creating collaboration time during the workday would be my recommendation to avoid burnout. Being in a recovery year from the pandemic has brought challenges in continuing the after-school hours to complete the work, so it is something to keep in mind as you engage in this work. The work product has demonstrated the hours and effort put in by all; we are very proud of what we've accomplished. The responsive support, knowledge, and skills of the CRE surpassed our expectations. The team leads are highly qualified teachers themselves and have proven that by the development of our staff. Please reach out if you have any other questions.

Exhibit C
Proposal Price Form (Sample, you may use own form)


BUDGET

Base Service Description	Annual Pricing
Curriculum Development Facilitation	\$40,000
Teacher Development	\$20,000
Additional Services	
Design and Layout of Curriculum for digital publication and print readiness:	\$10,000
Summer 2023 Support and Teacher Development:	\$15,000

Additional services and support can be discussed upon contract confirmation.

Base Total Annual Amount of Proposal: \$60,000

Additional Services: \$25,000

Signature:  _____

Print Name: Allyson Tintiangco-Cubales _____.

Title: Director _____.

Company Name: Community Responsive Education _____.

Print Name: Allyson Tintiangco-Cubales _____.

Date: 5.11.22 _____.

Exhibit D
Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require like compliance by all its subcontractors. Bidder 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 or sexual orientation.

2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and

during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this

solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

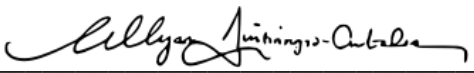
18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: 


Date: 5/11/22

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither [Allyson Tintiangco-Cubales](#) nor [Community Responsive Education](#), its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 11 day of May, 2022 for the purposes of submission of this bid.


By 

(Signature)

Typed or Printed Name: [Allyson Tintiangco-Cubales](#).

Title: [Director](#)_____.

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the 11 day of May, 2022 for the purposes of award of this contract.

By 

(Signature)

Typed or Printed Name: [Allyson Tintiangco-Cubales](#).

Title: [Director](#)_____.

EXHIBIT F
INSURANCE

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR 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 and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. 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 CONTRACTOR. The policy shall protect CONTRACTOR 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.

EXHIBIT G
WORKERS COMPENSATION CERTIFICATE

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:


(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: Community Responsive Education By: The Hartford Business Service Center

Signature of Authorized Signer: 

Title of Signer: Director

By: Community Responsive Education

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

EXHIBIT H

FINGERPRINTING CERTIFICATION

To the Governing Board of Oakland Unified School District

I Allyson Tintiangco-Cubales acknowledge and certify as follows:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (“Notice”) (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Oakland, California, on 11 / May / 2022 /

Allyson Tintiangco-Cubales, 2744 E. 11th Street #C1, Oakland, CA 94601


Typed or Printed Name

Address

Director, 415-218-9181

Title

Telephone Number



Signature

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

EXHIBIT I

NON-COLLUSION DECLARATION

I, [Allyson Tintiangco-Cubales](#), declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

5/11/22

Date

Community Responsive Education

Name of Vendor

Allyson Tintiangco-Cubales

Printed Name of Authorized Company Representative



Signature of Authorized Company Representative

EXHIBIT J

PIGGYBACK CLAUSE

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted YES

Option Granted NO

EXHIBIT K

Authorized Vendor Signature

Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

5/11/22  / Director Allyson Tintiangco-Cubales
Date Signature/Title Type or Print Name

Community Responsive Education 2744 East 11th Street #C1 Oakland, CA 94601
Name of Company Address City and State:

(415) 218-9181
Area Code Telephone # Fax #:

81-1402049
Federal Tax ID Number:

EXHIBIT L

Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. #21-117AI , Community Responsive Education requests the specific OUSD records or data listed in Attachment A.

TRANSFER OF DATA: OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

PERIOD OF AGREEMENT: This Agreement shall be effective when signed by both parties, and will terminate on [02/12/2020] unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).

B. Bidder designates Allyson Tintiangco (name of bidder's officer), Director (title of bidder's designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.

C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.

D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.

E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will

data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

LIABILITY

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

TERMINATION

A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized

overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14 days advance written notice to the Bidder, for any reason or no reason.

B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.

C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.

D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall

return or destroy all confidential information when it is no longer needed for preparation of the Bidder's proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder's proposal.

E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

GENERAL UNDERSTANDING

A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.

B. This Agreement shall be governed by and construed under the laws of the State of California.

C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Proposer:

Allyson Tintiangco-Cubales
Proposer's Signee

Date: 5/11/22. Name of

Director
Title of Proposer's Signee