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Enactment Date	



Board Cover Memorandum

To Board of Education

From Denise Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer
Vanessa Sifuentes, Deputy Chief Post Secondary Readiness, High School Network

Meeting Date June 3, 2026

Subject Amendment No. 1 – Services Agreement – Kids 1st Foundation – McClymonds High School

Ask of the Board Ratification by the Board of Education of Amendment No. 1 to the Services Agreement 2025-2026 by and between the District and Kids 1st Foundation, Oakland, CA, for the latter to provide additional financial coverage of an airfare cost adjustment incurred for the arrangements for the travel and lodging for added students from McClymonds High School that visited historically Black colleges and universities. The tour included round-trip airfare for participants, one checked bag per traveler each way under 50 pounds, charter bus ground transportation, hotel accommodation, all meals, six cultural excursions and museum visits, and the official tour shirt, for the period of February 6, 2026 through April 15, 2026, in the amount of \$7,550.00, increasing the agreement from \$69,000.00, to an amount not to exceed \$76,550.00.

Background OUSD does not currently have an identified travel agent to assist with staff or student travel. The travel costs for this trip exceeded the original amount approved by the Board and invoiced by the vendor.

Fiscal Impact Resource 6332/CCSPP Implementation Grant, in the amount of \$7,550.00.

- Attachment(s)**
- Amendment No. 1, Services Agreement 2025-2026
 - Amended Student Travel packet with School Site Council (SSC) Meeting minutes approving funding increase request.
 - Amended invoice from Kids 1st Foundation
 - File #26-0527-Services Agreement 2025-2026-Kids 1st Foundation, approved 3/25/26
 - File #26-0410, Original Student Travel Field Trip Form



AMENDMENT NO. ___ to

("Original Agreement")

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

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

A. Services.

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

For additional financial coverage of an airfare cost adjustment incurred for the arrangements for student travel and lodging for added students from McClymonds High School that visited historically Black colleges and universities. The travel costs for this trip exceeded the original amount approved by the Board and invoiced by the vendor.

B. Term.

- The term of the AGREEMENT is unchanged.
- The term of the AGREEMENT has changed as indicated below:

Original End Date: _____

New End Date: _____

C. Compensation.

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

Original not-to-exceed amount is \$ _____.

The original not-to-exceed amount shall be increased by:

\$ _____

The original not-to-exceed amount shall be decreased by:

\$ _____

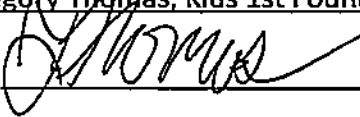
The new not-to-exceed amount is \$ _____.

- D. **Insurance.** To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.
- E. **Suspension.** To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
- F. **Legal Notices.** To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the AGREEMENT. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.
2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
 3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
 4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

VENDOR

Name: Gregory Thomas, Kids 1st Foundation

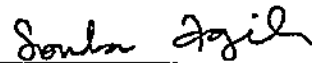
Signature: 

Position: CEO

Date: 5/15/2026

OUSD

Name: Sondra Aguilera

Signature: 

Position: Chief Academic Officer

Date: 5/14/2026

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

Name: Denise G. Saddler

Signature: _____

Position: Interim Superintendent and Interim Secretary, Board of Education

Date: _____

Template approved as to form by OUSD Legal Department.



KIDS 1ST FOUNDATION
1423 Broadway Suite 106
Oakland, CA 94612
Phone: (510) 545-4090
Email: gthomas@k1stf.com

Invoice #: MACK-29A
Date: Mar 16, 2026
Reference: OUSD
Purchase Order
PO26-07533
Original Invoice
Reference: MACK-29

BILL TO:
McClymonds High School
2607 Myrtle St.
Oakland, CA 94607
Phone: 510-879-2303

DESCRIPTION OF SERVICES:
Supplemental Invoice – Airfare Cost Adjustment
McClymonds High School Spring HBCU College Tour

This invoice reflects an airfare cost adjustment for the McClymonds High School Spring HBCU College Tour scheduled for April 5 through April 11, 2026.

Due to the delay in district payment processing, airline tickets were purchased 23 days prior to departure during the Spring Break travel season, when airline prices were increasing daily. As a result, the final airline purchase price increased the tour's overall cost beyond the amount reflected in the original Invoice #MACK-29.

Additional Airfare Cost Adjustment: \$7,550.00

TOTAL AMOUNT DUE: \$7,550.00

Payment Method: Payments shall be made by check payable to Kids 1st Foundation.

If you have any questions regarding this invoice, please contact us at (510) 545 -4090 or gthomas@k1stf.com.

Thank you for your prompt attention to this matter.

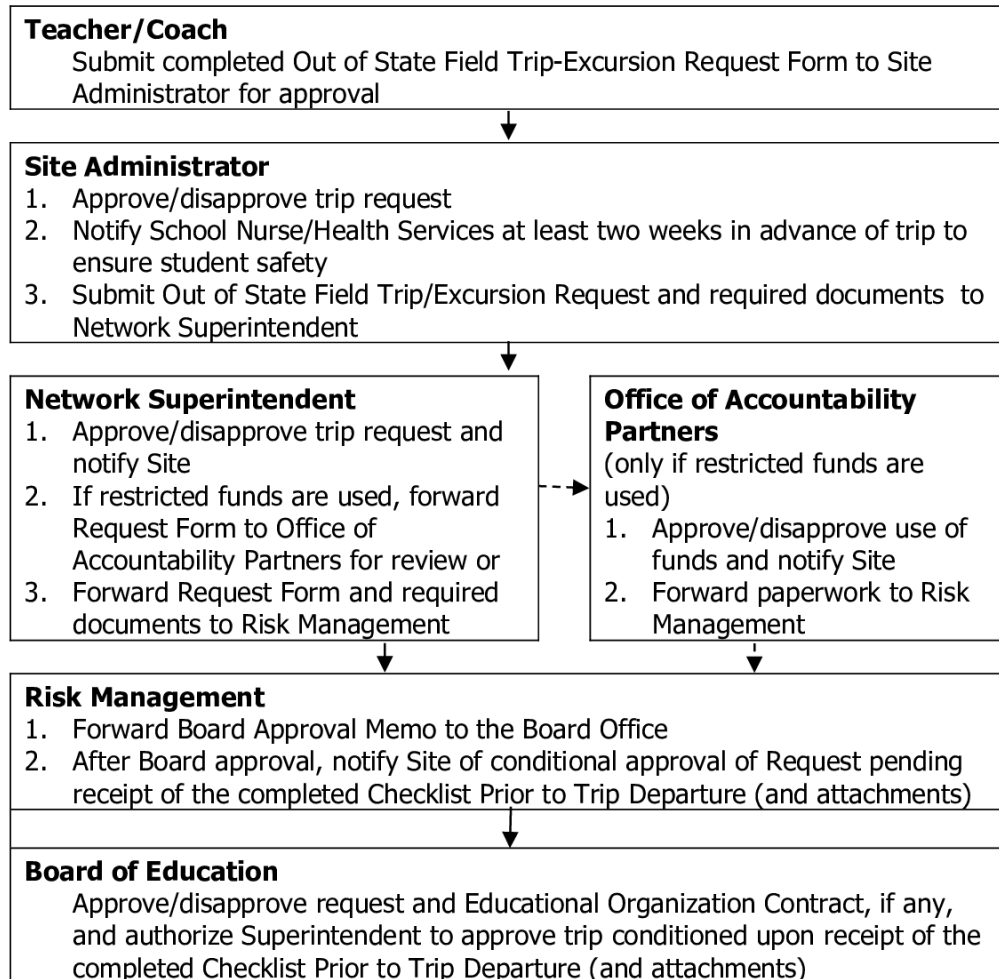
Sincerely,

Gregory Thomas
Executive Director
Kids 1st Foundation

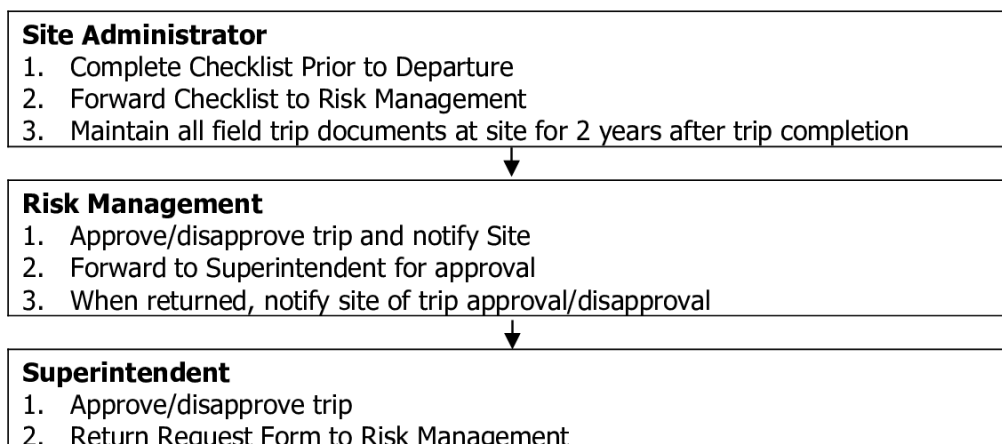


OUT OF STATE FIELD TRIPS APPROVAL PROCESS

REQUEST APPROVAL:



TRIP APPROVAL:





OUT-OF-STATE FIELD TRIP/EXCURSION REQUEST

Basic Directions

This packet is available on the Intranet (School Operations Library) as a fillable-saveable pdf file. If typed, similar fields will populate throughout the packet making it quicker and easier to complete.

1. Requests must be submitted to Network Superintendent no later than **120 days** prior to departure
2. Board approval is required for all out of state trips.
3. Return Health Services Notification Form to the School Nurse or Health Services at the time you are requesting approval for a field trip
4. Use of Restricted Funds requires additional approval by Office of Accountability Partners
5. Obtain fingerprint clearance and complete TB risk assessment (requirements per OUSD AR 1240) for all non-District employee chaperones. (Arrange through ousd.org/volunteers or email volunteers@ousd.org. Continuing volunteer chaperones must be fingerprint cleared at least once every 3 years.)
6. Generally 1:10 Adult to Student ratio is required as provided in OUSD Board Policy 6153
7. Check the Pre-Approved Vendor List for contract and insurance requirements
8. Out-of-state trips have a bifurcated approval system (1) to approve the request and (2) to approve the trip since not all information for the trip approval may available by the deadline for the request. When possible, submit the required documents for the trip approval along with the initial trip request to make the full approval process faster.

Required Documents for Request Approval	<input type="checkbox"/> Copy of program/vendor information describing vendor and scheduled activities <input type="checkbox"/> All facility, program or vendor agreements/contracts, including OUSD Educational Organization Contract <input type="checkbox"/> Certificate of insurance from all private vendors: Program (attach copy unless publicly owned and operated) Facility (attach copy unless publicly owned and operated or commercial lodging e.g. Holiday Inn) <input type="checkbox"/> Board Approval Memo and Board Resolution
Required Documents for Trip Approval	<input type="checkbox"/> "Checklist Prior to Trip Departure" <input type="checkbox"/> List of students and adults attending trip <input type="checkbox"/> "Declaration of Driver" and required attachments, completed by each driver of private or rental vehicle

TRIP INFORMATION TO BE COMPLETED BY TEACHER:

School or Center: McClymonds Site Number: 303

Destination: Miles College, Alabama, Tuskegee, Morehouse, (Alabama) & Clarke Atlanta, Moris Brown, Fort Valley (Georgia)

Address: Georgia and Alabama

Phone or Contact Info: 510-697-1191

Departure - Date: 04/05/2026 Time: 8:00 AM Place of Departure: McClymonds High School

Return - Date: 04/11/2026 Time: 5:00 PM Place of Return: McClymonds High School

Class(es)/Group Attending: 25 students interested in exploring HBCU

Grade(s): 9-12 # of Students: 25 # of Adults: 4

Teacher Supervising Trip: LuPaulette Taylor

Emergency Contact # During Trip: 510-455-0865

Supervising Teacher's Email Address: lupaulette.taylor@ousd.org



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Site: _____

Teacher Supervising Trip: _____

Destination: _____

Date of Departure: _____

<p>Describe itinerary and activities:</p> <p>(<input type="checkbox"/> Trip will include swim or water activities)</p> <p>No</p>	<p>Tour College and University Visits: Coordinated campus visits to Miles College (Alabama) Alabama State University (Alabama) Tuskegee University, Spelman College (Alabama) Morehouse College (Atlanta) Moris Brown College (Georgia) Clark Atlanta University (Georgia) Fort Valley State (Georgia) Six cultural excursions and Museum visits aligned with the educational goals of the tour. Itinerary will be accurate when flights are booked, confirming detailed logistics</p>
<p>Names of teachers and staff attending trip:</p>	<p>Teachers: LuPaulette Taylor, Adetokunbo Fajemirokun, Blaise Brescia</p> <p>Assistant Principal: Angelina Gilyard-Shyne</p> <p>Staff:</p> <p>Non-OUSD Chaperones: N/A</p>
<p>Describe mode of transportation for each leg of the trip:</p>	<p>Air Transportation: Round-trip airfare for all participants, including one checked bag per traveler each way, not to exceed 50 pounds. Ground Transportation: Chartered bus transportation for the duration of the tour. Lodging and Meals: Hotel accommodations and all meals for all participants. hotel accommodations, all meals, six cultural excursions and museum visits, and the official tour shirt. The group will visit the following institutions:</p>
<p>Describe educational purpose of trip, including how it aligns with grade level standards, supports the teaching and learning and/or parent ed/training component of site plan, including related activities prior to trip and student follow-up activities that will occur after the field trip/excursion:</p>	<p>McClymonds High School Spring HBCU College Tour is scheduled for Academic tours allow students to research majors, speak with advisors, and understand entrance requirements (e.g., GPA, test scores) crucial for 11th-grade preparations. Cultural Competency & History: Students immerse themselves in the legacy of Historically Black Colleges and Universities, fostering a strong sense of identity and cultural awareness, which are key developmental goals. Whether you're contemplating a STEM career, want to feel connected to black history and culture, or simply want to attend a college that offers a supportive environment Empowering Representation: Students see Black leaders, professors, and deans, which inspires confidence and redefines what they believe is possible for themselves. Academic and Career Support: HBCUs outperform other institutions in graduating Black students, providing strong support networks and specialized career preparation. Legacy and History: Visiting campuses like Howard or Morehouse connects students directly with the legacy of the Civil Rights Movement and the history of Black educational empowerment. Unique Community Experience: Tours allow students to feel the vibrant energy of homecoming, the tradition of marching bands, and the strong, lifelong bonds of the "brotherhood/sisterhood".</p>

TRIP COSTS

District funds may be used to pay transportation costs for out of state trips or direct educational program costs. Transportation costs include airfare, bus fare, car fare, etc. related to transportation to/from the out-of-state destination and the transportation costs for the school sponsored activities during the trip. Direct educational program costs include admission fees for visits which are part of the program (e.g. museum).

District funds may NOT be used to pay for non-travel pupil expenses for out of state trips. Non-travel pupil expenses include meals, sundries, lodging, etc.

If you want to use District funds to pay for non-travel pupil expenses on an out of state trip, you must first obtain approval for a waiver of Education Code 35330 from the OUSD Board of Education and the State Board of Education.

Amount of District funds to be used for trip costs will be \$ _____

Funding source for the trip will be: General Funds Restricted funds No District funds will be used

Resource #: Title 1

Fund	Resource	Year	Goal	Function	Object	Site	Manager	Program	LCAP	Optional
010	6332	9	1110	2490	5825	303	3030	1528	9999	99999



Site: _____

Teacher Supervising Trip: _____

Destination: _____

Date of Departure: _____

PROGRAM/ADMISSION COSTS

Total Cost of Program/Admission: \$ _____ Source: General Funds Restricted No District Funds

Cost per student: \$ _____ Cost per adult: \$ _____

Fund	Resource	Year	Goal	Function	Object	Site	Manager	Program	LCAP	Optional
010	6332	9	1110	2490	5825	303	3030	1528	9999	99999

TRANSPORTATION/CHARTER BUSES [Click here for approved bus company list](#)

Note: If buses will be used, the approved bus company list is located on the Intranet with the Field Trip information.

Bus Company: _____

of buses ordered: _____ Size of bus ordered: _____ Wheelchair accessible needed? No

Cost of transportation: \$ _____ Source: General Funds Restricted Funds No District Funds

Resource #

Fund	Resource	Year	Goal	Function	Object	Site	Manager	Program	LCAP	Optional
x	x	x	x	x	x	x	x	x	x	x

HEALTH CONDITIONS/MEDICATION

Will there be any students participating in the field trip with the following conditions? Yes

- Severe Allergy Student has an Epi-pen at school
- Asthma Student has an inhaler at school
- Diabetes Student has medication at school
- Seizures Student has medication at school
- Sickle Cell Anemia Student has medication at school
- Other condition(s): Food Allergies Student has medication at school

Will any students need medications during the trip? No

If the answer is yes, please fax the attached Health Services Notification Form to 879-4605.

CERTIFICATES OF INSURANCE

Facility/Program Insurance: Attach copies of Proof of Insurance **from** all private vendors (except publicly owned and operated).

District Insurance: Has vendor requested that OUSD provide a certificate of the District's insurance? Yes

If yes, attach the written requirements provided by the Facility. (Once the Certificate of Insurance is prepared, it will be faxed to the contact person at the facility and the school site contact. The original certificate will then be sent to the school site contact and will be given to the facility if required.)

OFFICE OF ACCOUNTABILITY PARTNERS

If restricted funds are used for this field trip/excursion, Office of Accountability Partners approval is required to ensure compliant use of resources and alignment with the Single Plan for Student Achievement (SPSA). List the relevant SPSA Tracking Numbers to indicate alignment.

SPSA Tracking #: _____

- Attach a copy of the site plan, if modified. Modified SPSA Date: _____
- Documentation of the follow up activities is to be maintained at the site for State and Federal compliance review.



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Site: _____

Teacher Supervising Trip: _____

Destination: _____

Date of Departure: _____

APPROVAL OF REQUEST	Signature	Check One		Date
		Approved	Denied	
Site Administrator <input type="checkbox"/> Trip aligns with grade level standards <input type="checkbox"/> Trip purpose, supervision plan, transportation, safety parameters and funding are appropriate <input type="checkbox"/> Reviewed agreements/contracts with any facility, program or vendor (attach copies) <input type="checkbox"/> Organization(s) involved in the trip have expertise in operating student trips	<i>Darren L Avent</i>	Approved		02/06/2026
Network Superintendent <input type="checkbox"/> Trip purpose, transportation, and funding are appropriate <input type="checkbox"/> Organization(s) involved in the trip have expertise in operating student trips	<i>Vanessa Sifuentes</i>	Approved		02/06/2026
Office of Accountability Partners (if restricted funds) <input type="checkbox"/> Compliant use of resources and in alignment with school site plan (SPSA)	<i>Magan Do</i>	Approved		02/06/2026
Risk Management <input type="checkbox"/> Business contracts, insurance, safety and policy compliance are sufficient <input type="checkbox"/> Notify Site of conditional approval of Request pending receipt of the completed Checklist Prior to Trip Departure (and attachments)	<i>Rebecca Littlejohn</i>	Approved		02/09/2026

APPROVAL OF TRIP	Signature	Check One		Date
		Approved	Denied	
Site Administrator <input type="checkbox"/> Forward the completed : (1) Checklist Prior to Trip Departure; (2) list of students and adults attending trip; (3) "Declaration of Driver" and required attachments, completed by each driver of private or rental vehicle	<i>Darren L Avent</i>	Approved		02/06/2026
Risk Management) <input type="checkbox"/> Confirm receipt of completed Checklist, list of students/adults, and Declarations of Driver <input type="checkbox"/> Notify Site of Trip Approval once approved by Superintendent	<i>Rebecca Littlejohn</i>	Approved		02/09/2026
Superintendent <input type="checkbox"/> Approve/disapprove trip <input type="checkbox"/> Returns Request Form to Risk Management	<i>Sondra Aguilera</i>	Approved		02/09/2026



Site: _____

Teacher Supervising Trip: _____

Destination: _____

Date of Departure: _____

CHECKLIST TO BE COMPLETED BY SITE ADMINISTRATOR PRIOR TO TRIP DEPARTURE
(initial each item certifying completion)

- DA _____ "OUSD Student Out of State Field Trip/Excursion Permission Slip" has been signed by parent(s)/guardian(s) of all student participants.
- DA _____ "Adult Participant Field Trip/Excursion Chaperone Agreement" signed by all non-District employee chaperones.
- DA _____ OUSD Fingerprint and TB risk assessment per OUSD AR 1240 have been obtained for all non-District employee chaperones.
- DA _____ No student has been prevented from making a trip due to lack of sufficient funds.
- DA _____ No District funds will be used to pay for "pupil expenses" on out of state trips unless waiver of Education Code 35330(b)(3) is granted by OUSD Board of Education and the State Board of Education. Pupil expenses include meals, sundries, lodging, etc. (District funds may be used to pay transportation costs or direct educational program costs.)
- DA _____ Meeting held for staff, noncertificated adults, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions as required by OUSD AR 6153.
Meeting date: 02/28/2026
- DA _____ Health Conditions/Medication: School nurse or Health Services has been consulted at least two weeks prior to any field trip. Trip participant health information has been gathered and reviewed and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (e.g., food allergies). A plan has been developed by a school nurse to collect, secure, and dispense prescription medications from their original containers and consistent with physician's instructions. (See OUSD AR 5141.21)
- DA _____ Supervision is by certificated personnel and assisted by other school employees, parent(s)/guardian(s), or other authorized chaperones who are at least 21 years old. Site Administrator and Teacher/lead trip staff are satisfied all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group and responding effectively in the event of an emergency.
- DA _____ Adult to Student Ratio is at least 1:10 as required by OUSD BP 6153 (or higher if high risk activities).
- DA _____ Sleeping arrangements and night supervision are safe and appropriate.
- DA _____ Safety requirements have been met (e.g., first aid kits, emergency contact and health info, instructions for chaperones, cell phones). At least one adult has current First Aid/CPR training.
- DA _____ Confirm that: (1) arrangements have been made for use of a vehicle in event of illness or emergency and (2) students received instruction in safe conduct on bus or other transport.
- DA _____ OUSD Declaration of Driver form completed and signed by driver and registered owners of any private vehicles used on trip and copy of proof of insurance and California driver's license are on file and secured at school site. The same forms may be used for multiple trips or for entire school year as long as insurance proof on file is updated. This requirement does not apply to licensed bus companies on the District's approved bus list or for public transportation entities, airlines or AMTRAK.
- DA _____ Swim/Water Activities: OUSD "Procedures for Fields Trips including Swim or Water Activities" have been met.
- DA _____ Site and trip leader has a list of students and adults attending trip.
- DA _____ Staff and students will wear masks while indoors (including transportation) during the trip.
IF MANDATED

TRIP APPROVAL IS CONDITIONED ON COMPLETION OF THIS CHECKLIST



Kids 1st Foundation
1423 Broadway, Suite 106
Oakland, CA 94612
(510) 545 4090
gthomas@k1stf.com
www.Kids1stFoundation.com

Scope of Work

Kids 1st Foundation
McClymonds High School Spring HBCU College Tour
April 05 through April 11, 2026

Overview

Kids 1st Foundation will plan, coordinate, and execute a multi-day Historically Black Colleges and Universities (HBCU) college tour for students from McClymonds High School. The tour will provide structured exposure to HBCUs through campus visits, cultural enrichment experiences, and supervised travel.

Participants

Total Participants: 29
Students: 25
Adult Chaperones: 4

Scope of Services

Kids 1st Foundation will provide the following services:

- Air Transportation: Round-trip airfare for all participants, including one checked bag per traveler each way, not to exceed 50 pounds.
- Ground Transportation: Chartered bus transportation for the duration of the tour.
- Lodging and Meals: Hotel accommodations and all meals for all participants.
- College and University Visits: Coordinated campus visits to Miles College, Alabama State University, Tuskegee University, Spelman College, Morehouse College, Clark Atlanta University, and Fort Valley State University.
- Cultural and Educational Experiences: Six cultural excursions and museum visits aligned with the educational goals of the tour.
- Student Materials: Official tour T-shirt provided to each participant.

Student Safety and Supervision

Kids 1st Foundation will provide on-site supervision throughout the tour, including designated adult chaperones and nightly private security at lodging locations.

Term of Services

Services will be provided from April 05 through April 11, 2026.

Deliverable

Successful execution of a fully coordinated HBCU college tour, including travel logistics, campus visits, cultural programming, and student supervision as described above.

Sincerely,

Gregory Thomas
Executive Director
Kids 1st Foundation

Kids 1st Foundation, Preparing youth for leadership, college, and life.

Chaperone/ Student	First Name	Middle Name	Last Name	Date of Birth	Male / Female	Shirt Size	Grade	Intended Major	Areas of Interest	Food Allergies ' Yes or No.' If yes, please list	Asthma, Medical Conditions
Chaperone	Adetokunbo	O	Fajemirokun	12/04/1991	Male		N/A	N/A	N/A	none	
Chaperone							N/A	N/A	N/A	none	
Chaperone	Angelina		Gilyard-Shyne		Female		N/A	N/A	N/A	none	
Chaperone	LuPaulette		Taylor		Female		N/A	N/A	N/A	none	
Student	Antione	Deshawn	Goodwin	4/13/2010	Male		10th	Business Managen	Alabama State, Clark Atlanta	none	HIPAA / ASTHMA ACTION PLAN / PHYSICIAN'S REPORT given to parent for completion by health care provider. M.B.
Student	Semaje	Carnell Jimmy	Williams	1/24/2009	Male		11th	Radiology	Clark Atlanta, STEM	none	
Student	Nylaiah	Elonni	Butler	8/12/2009	Female		11th	Law	Alabama State	none	
Student	Floyd	Ray	Lawrence	3/13/2009	Male		11th	Business	Clark Atlanta, entrepreneurship	Yes, oranges, apples, and seafood	Per SAAP Student is allergic to peanuts, walnuts, hazlenut, shrimp, scallop, peanut. LJB,RN Still needs EpiPen 5/29/2020 12:00:00 AM P 3 Parent Comment: Allergy: Severe: (EpiPen required) Comment: HIPAA/ Anaphylaxis Authorization/ Physical Exam given to parent for completion by health care provider. Advised parent to submit completed forms to school nurse. M.B. Per parent to OUSD. Student allergic to Peanut
Student	Devonne	Monique	Jackson	12/23/2008	Female		11th	Nursing	Tuskegee, Alabama State	none	
Student	Philip	Amir	McElroy	5/4/2009	Male		11th	History	Alabama State	none	
Student	Mayloni	Synii Lee	Sudduth	5/29/2009	Female		11th	Criminal Justice	Clark Atlanta	Yes, citrus	
Student	Natalie		Juan	6/5/2009	Female		11th	Pre-med	Spelman, medical schools	none	
Student	Alfonso	James	Hatter	11/22/2009	Male		10th	Computer science	Alabama State, basketball, tech	none	
Student	Shariyah	Tranay	Harris	8/14/2009	Female		11th	Unsure	Working with kids, Clark Atlant	none	
Student	Rashaud	Lavoshia	Williams-Reems	2/16/2009	Male		11th	Psychology	Morehouse, Clark Atlanta	none	
Student	Akirah		Parker	9/29/2009	Female		11th	Pre-med	STEM	none	
Student	Ramell	Eregion	Appleby	5/20/2009	Male		11th	Engineering	Morehouse, Alabama State	none	
Student	Marshaun	Joseph	Roberson	12/10/2008	Male		10th	Engineering	Tuskegee, Alabama State	none	
Student	Deric	Jerome	Washington Jr.	9/17/2009	Male		10th	English	Morehouse, Alabama State	none	Still waiting for AAP to confirm diagnosis. Parent brought in albuterol inhaler, but is not sure if he has a diagnosis of asthma. NAW, RN Parent Comment: Parent has phone call into physician re: asthma?
Student	Aziah		Toscano	5/7/2009	Female		11th	Business	Spelman, Clark Atlanta	none	
Student	Love		McGilberry	7/17/2008	Male		11th	Business Managen	Tuskegee, football	none	only when he has a cold, will leave inhaler at school

McClymonds High School

SSC MEETING

Meeting Format: (Check all that apply)

- Zoom** - Insert link here: ____
 In-Person - Location: ____

Meeting Date: January 13, 2026

Meeting Time Start: 6 PM

SSC Members Present (*Complete after election results; make sure that all members have signed in*):

Attendance / Roll Call

- **Members Present:** Darren Avent (Interim Principal), Adetokunbo Fajemirokun (Teacher), Tierra Barker (Parent), Tonia Wells-Taylor (Parent), Rhelonda McGhee (Other Staff), Dearra Aikens (Student)
- **Guests Present:** Nicole Wiggins (Office of Equity).
- **Quorum Status:** Quorum established with 6 members present initially
- **Absent:** Amber Curry (Teacher), Lavigne Jenkins (Student), Jason Moffitt (Teacher)

<p>1. Call to Order and Roll Call</p>	<p>The meeting was called to order by Darren Avent, Interim Principal, at 6:05 PM.</p> <p>Members Present:</p> <ul style="list-style-type: none"> • Darren Avent – Interim Principal • Adetokunbo Fajemirokun – Teacher • Tierra Barker – Parent • Tonia Wells-Taylor – Parent • Rhelonda McGhee – Other Staff • Dearra Aikens – Student <p>Guests:</p> <ul style="list-style-type: none"> • Nicole Wiggins – Office of Equity
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	<p>Quorum: Quorum was established after Tonia Wells-Taylor joined the meeting, bringing attendance to six voting members</p>
<p>2. Approval of Previous Minutes 3. Public Comment</p>	<p>Members reported they had received the previous minutes but had not yet had time to review them.</p> <p>A motion was made to defer approval of the previous two sets of minutes to the next SSC meeting.</p> <ul style="list-style-type: none"> ● Motion: Tierra Barker ● Second: Adetokunbo Fajemirokun ● Vote: Motion passed unanimously
<p>4. 2026–2027 Enrollment Projections</p> <p>Action: Discussion</p>	<h3>2026–2027 Enrollment Projections</h3> <p>Mr. Avent presented enrollment projections for the 2026–27 school year:</p> <ul style="list-style-type: none"> ● Total projected enrollment: 333 students ● General Education: 320 ● Self-contained SPED: 13 <p>He explained that this represented a significant increase for McClymonds and would normally have positive budget implications. However, due to the districtwide budget situation and delays in receiving the site budget one-pager, final fiscal impacts were not yet known.</p> <p>No questions were raised, and the item was received as a discussion item.</p>
<p>5. School Safety Plan</p> <p>Review updates and planned safety measures for students and staff</p> <p>Action: Discussion and possible approval</p>	<h3>School Safety Plan</h3> <p>Mr. Avent reviewed the School Safety Plan, noting that it was largely continued from the previous year with updates to staff names and enrollment numbers. Key elements included:</p> <ul style="list-style-type: none"> ● Goals to reduce chronic absenteeism by 6% and suspensions by 5% ● Mandated reporting procedures ● Title IX and sexual harassment protections ● Cyberbullying and new district discipline rules for recording or posting fights

- Emergency drills (fire, earthquake, lockdown)
- Emergency command structure and evacuation procedures

Mr. Avent also introduced the use of “Cold Purple”, a non-alarm protocol used to clear halls during potential ICE or safety concerns without creating panic.

A concern was raised that one classroom did not have access to the PA system. Tonia Wells-Taylor suggested using a baby monitor as a temporary communication solution, which Mr. Avent agreed to explore.

Motion to approve the School Safety Plan as presented, with the addition of a baby monitor solution:

6. Motion: Tierra Barker
7. Second: Tonia Wells-Taylor
8. Vote: Motion passed

9. HBCU College Tour

Review plans, logistics, and funding for the HBCU tour

Action: Discussion and possible approval

HBCU College Tour – Budget Approval

Mr. Avent presented the proposal for McClymonds to send 25 students on a spring break HBCU college tour to:

- Morehouse College
Clark Atlanta University
Morris Brown College
Miles
Tuskegee University
Alabama State University
Fort Valley

The trip would include airfare, lodging, and ground transportation. The total requested amount was \$60,000, funded from carryover CCSPP funds. The trip previously approved in the prior year but not yet spent.

Selection would focus primarily on students with GPAs between 2.0–3.0 to encourage undecided students to explore college opportunities.

Members requested an itemized cost breakdown. Mr. Avent committed to obtaining this from the tour provider.

Motion to approve \$60,000 for the HBCU tour, with a request for an itemized cost breakdown:

10. Motion: Adetokunbo Fajemirokun

11. Second: Tonia Wells-Taylor

12. Vote: Motion passed

13. Public Comments
Open Forum

Public Comments

Nicole Wiggins (Office of Equity) announced:

- SSC members will receive ParentSquare messages from the Office of Equity regarding SSC Summits and School Governance Office Hours
- The next SSC Office Hours meeting will be on January 20, 5:00–6:00 PM

Shelby M. shared information about student-athletes participating in a Student Leadership Council through the West Oakland Youth Center and Under Armour. Several McClymonds students will attend a leadership trip to Baltimore during spring break.

14. Establish Date of
Next Meeting and
Adjourn

Next Meeting Date

The next SSC meeting was scheduled for February 10, 2026 (Second Tuesday of the month).

Adjournment

- Motion to Adjourn: Adetokunbo Fajemirokun
- Second: Tierra Barker
- Vote: Approved

The meeting was adjourned at 6:29 PM

Name (original name)	Email	Join time	Leave time	Duration (minutes)	Guest	In waiting room
Darren Avent	darren.avent@ousd.org	1/13/26 17:53	1/13/26 18:33	41	No	No
Tierra B		1/13/26 18:00	1/13/26 18:00	1	Yes	Yes
Tierra B		1/13/26 18:00	1/13/26 18:29	30	Yes	No
Adetokunbo Fajemirokun		1/13/26 18:00	1/13/26 18:00	1	Yes	Yes
Adetokunbo Fajemirokun		1/13/26 18:00	1/13/26 18:15	15	Yes	No
Dearra		1/13/26 18:00	1/13/26 18:01	1	Yes	Yes
Shelby M		1/13/26 18:00	1/13/26 18:01	1	Yes	Yes
Dearra		1/13/26 18:01	1/13/26 18:29	29	Yes	No
Shelby M		1/13/26 18:01	1/13/26 18:29	28	Yes	No
Tonia Wells		1/13/26 18:06	1/13/26 18:06	1	Yes	Yes
Tonia Wells		1/13/26 18:06	1/13/26 18:32	26	Yes	No
Nicole Wiggins	nicole.wiggins@ousd.org	1/13/26 18:07	1/13/26 18:08	1	No	Yes
Nicole Wiggins	nicole.wiggins@ousd.org	1/13/26 18:08	1/13/26 18:33	26	No	No
Adetokunbo Fajemirokun		1/13/26 18:15	1/13/26 18:29	14	Yes	No

McClymonds High School

SSC MEETING & SELLS Establishment

Meeting Format: (Check all that apply)

- Zoom** - Insert link here: ____
 In-Person - Location: ____

Meeting Date: February 10, 2026

Meeting Time Start: 6 PM

SSC Members Present :

Attendance / Roll Call

- **Members Present:** Darren Avent (Interim Principal), Adetokunbo Fajemirokun (Teacher), Tierra Barker (Parent), Tonia Wells-Taylor (Parent), Rhelonda McGhee (Other Staff).
- **Guests Present:** OneGoal Representatives, Bradley Hill, Brittany Carr
- **Quorum Status:** Quorum established with 6 members present initially
- **Absent:** Amber Curry (Teacher), Adetokunbo Fajemirokun (Teacher), Lavigne Jenkins (Student), Jason Moffitt (Teacher), Ashlee Handy (Parent)

<p>1. 2026–2027 Budget (Informational)</p>	<p>Facilitated by: Darren Avent</p> <p>Mr. Avent presented the projected 2026–2027 budget based on an enrollment projection of 333 students (320 General Education; 13 Self-Contained SPED).</p> <p>Total projected site funding is approximately \$2.2 million, with approximately 96% allocated toward salaries and staffing. Restricted funding sources include Title I, Measure H, Equity Multiplier, CCSP, and Prop 28.</p> <p>Staffing needs not fully funded by district allocations include: Case Manager, Behavior Specialist, Attendance Clerk, Restorative Justice, Work-Based Learning Liaison, and partial Community School Manager support.</p> <p>Budget priorities for 2026–2027 include:</p> <ul style="list-style-type: none"> • Expansion of literacy intervention and reading supports

	<ul style="list-style-type: none"> • College & career exposure programming • Family engagement initiatives • Staff professional development and morale-building • Expansion of music programming through Prop 28 funding <p>No vote required (informational item).</p>
<p>2. Title I Budget 2026–2027 (Action Item)</p>	<p>Mr. Avent proposed allocating Title I funds per the SSC Approval Worksheet to support the following positions (up to 1.0 FTE each for flexibility) and Non-FTE:</p> <ul style="list-style-type: none"> • Case Manager • Behavior Specialist • Attendance Specialist • Non-FTE - 1120 Teacher Stiphends • Non-FTE - Title I Parent - 5826 Professional Services <p>Motion: Tierra Barker to approve 26-27 SSC Approval Worksheet</p> <p>Second: Adetokunbo Fajemirokun to approve 26-27 SSC Approval Worksheet</p> <p>Vote: Unanimous approval</p> <p>Outcome: Motion passed.</p>
<p>3. HBCU Trip Funding (Action Item – Vote)</p>	<p>Mr. Avent informed SSC that the previously approved HBCU trip budget is short due to airfare increases. He requested approval to allocate up to \$15,000 from CCSPF funds to cover cost fluctuations.</p> <ul style="list-style-type: none"> • Motion: Tonia Wells-Taylor • Second: Rhelonda McGhee • Vote: Unanimous approval • Outcome: Motion passed
<p>4. SELLS Establishment</p>	<p><i>No eligible English Learner (EL) parents were present at this meeting. In accordance with district guidance, the SELLS establishment training and formal formation process could not proceed due to the absence of required parent representation. The SSC will continue outreach efforts to identify and recruit EL parent participation and will revisit the SELLS establishment process at a future meeting once appropriate representation is secured.</i></p>

5. OneGoal Program (Informational)	<p>OneGoal representatives presented their three-year postsecondary success model, including junior year planning, senior year application support, and first-year postsecondary mentoring.</p> <p>National data shared included 82% postsecondary enrollment and 71% persistence after one year.</p> <p>At McClymonds, one junior cohort and one senior cohort are participating. Annual program cost is \$10,000 for two cohorts.</p> <p>No vote required (informational item).</p>
6. Public input	<p>Members discussed continued support for college-going culture and alignment between the HBCU tour and OneGoal programming.</p>
7. Establish the Date of the Next Meeting & Adjourn	<ul style="list-style-type: none"> ● Next Meeting: March 10, 2026 (Zoom) ● Motion to Adjourn: Adetokunbo Fajemirokun ● Second: Tierra Barker ● Adjournment Time: 6:59 PM



KIDS 1ST FOUNDATION
1423 Broadway Suite 106
Oakland, CA 94612
Phone: (510) 545-4090
Email: gthomas@k1stf.com

Invoice #: MACK-29A
Date: Mar 16, 2026
Reference: OUSD
Purchase Order
PO26-07533
Original Invoice
Reference: MACK-29

BILL TO:
McClymonds High School
2607 Myrtle St.
Oakland, CA 94607
Phone: 510-879-2303

DESCRIPTION OF SERVICES:
Supplemental Invoice – Airfare Cost Adjustment
McClymonds High School Spring HBCU College Tour

This invoice reflects an airfare cost adjustment for the McClymonds High School Spring HBCU College Tour scheduled for April 5 through April 11, 2026.

Due to the delay in district payment processing, airline tickets were purchased 23 days prior to departure during the Spring Break travel season, when airline prices were increasing daily. As a result, the final airline purchase price increased the tour's overall cost beyond the amount reflected in the original Invoice #MACK-29.

Additional Airfare Cost Adjustment: \$7,550.00

TOTAL AMOUNT DUE: \$7,550.00

Payment Method: Payments shall be made by check payable to Kids 1st Foundation.

If you have any questions regarding this invoice, please contact us at (510) 545 -4090 or gthomas@k1stf.com.

Thank you for your prompt attention to this matter.

Sincerely,

Gregory Thomas
Executive Director
Kids 1st Foundation

McClymonds High School

School Site Council (SSC) Meeting Minutes

Meeting Format: (Check all that apply)

- Zoom** - Insert link here: ____
- In-Person** - Location: ____

Meeting Date: March 26, 2026

Meeting Time Start: 6:30 PM

SSC Members Present :

Attendance / Roll Call

- **Members Present:** Darren Avent (Interim Principal), Adetokunbo Fajemirokun (Teacher), Tierra Barker (Parent), Amber Curry (Teacher), Rhelonda McGhee (Other Staff), Jason Moffitt (Teacher), Dearra Aikens (Student)
- **Guests Present: Quorum Status:** Quorum established with 6 members present initially
- **Absent:** Lavigne Jenkins (Student), Ashlee Handy (Parent)

<p>1. Increase HBCU Tour Funding (Action Item – Vote)</p>	<p>Facilitated by: Darren Avent</p> <p>Mr. Avent called the emergency SSC meeting to address an urgent funding need related to the upcoming HBCU college tour. Due to increased airfare and travel costs, the previously approved funding was no longer sufficient.</p> <p>To ensure all students could participate and the trip proceeds as planned, additional funding was requested. SSC members discussed the importance of the trip and expressed support for maintaining the opportunity for students.</p> <p>Motion:</p> <p>Rhelonda McGhee moved to approve \$ 5,000 in HBCU tour funding.</p> <p>Second:</p> <p>Adetokunbo Fajemirokun</p>

	<p>Vote:</p> <p>Unanimous approval</p> <p>Outcome:</p> <p>Motion passed.</p> <p>.</p>
2. Adjourn	<ul style="list-style-type: none">• Approximately 6:45 PM

Board Office Use: Legislative File Info.	
File ID Number	26-0527
Introduction Date	03/25/2026
Enactment Number	26-0532
Enactment Date	03/25/2026



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

Board Cover Memorandum

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent

Meeting Date March 25, 2026

Subject 2025-2026 Service Agreement (Cost) with:
Contractor: Kids 1st Foundation, Oakland, CA
Services For: 303-McClymonds High School

Ask of the Board

Ratification by the Board of Education of a Services Agreement 2025-2026 by and between the District and Kids 1st Foundation, Oakland, CA, for the latter to provide: vendor will arrange travel and lodging for 25 students and 4 staff from McClymonds High School to visit historically Black colleges and universities. The tour includes round-trip airfare for 29 participants, one checked bag per traveler each way under 50 pounds, charter bus ground transportation, hotel accommodation, all meals, six cultural excursions and museum visits, and the official tour shirt. The group will visit the following institutions: Miles College, Alabama State University, Tuskegee University, Spelman College, Morehouse College, Clark Atlanta University, and Fort Valley State University for the period of February 6, 2026 through April 15, 2026 in an amount not to exceed \$69,000.00.

OUSD does not currently have an identified travel agent to assist with staff or student travel.

Background

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

Term Start Date: 02/06/2026 End Date: 04/15/2026

Not-To-Exceed Amount & Funding Source(s) 6332 Funding Resource name(s) (detailed below) not to exceed: \$69,000.00.
CCSPP Implementation Grant

Competitively Bid Yes No If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$119,100.00, list the exception(s) that applies:

Services Agreement under \$119,100.00

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

Supplies and Materials (Including Food) : Yes No

District Facilities Workspace: Yes No

Technology Hardware and/or Software: Yes No

Other: Yes No

Specific Outcomes McClymonds students will visit schools, attend sessions and learn about historically Black colleges, and be given access to potential post-secondary opportunities.

**SPSA Alignment
(required if using
State or Federal
Funds)**

- Action Item included in Board Approved SPSA (no additional documentation required).
If so, enter Item Number: _____
- Action Item added as modification to Board Approved SPSA. If so, school site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
 - Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

Attachment(s) 2025-2026 Services Agreement including Scope of Work

Services Agreement 2025-2026

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

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
 - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing

Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. Data and Information Requests.

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s)

change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy.**

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. **Copyright/Trademark/Patent/Ownership.** Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under 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 VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR 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 VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

- b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.
11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
14. **Status.**
 - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and

income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:

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

15. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

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

17. **Insurance.**
 - a. **Commercial General Liability Insurance.** VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
 - b. **Workers' Compensation Insurance.** VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. **Testing and Screening.**
 - a. **Tuberculosis Screening.** VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk

assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

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

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities (“Orders”).
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.
21. **Conflict of Interest.**
- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
 - b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
 - c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.
22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
23. **Limitation of OUSD Liability.** Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall 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.
24. **Indemnification.**
- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of

this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all 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 VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
27. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and

environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.

28. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
29. **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.
30. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
31. **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.
32. **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.
33. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
34. **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.
35. **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.
36. **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.

37. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
38. **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.
39. **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.
40. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
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), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

43. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

VENDOR

Name: Kids 1st Foundation Signature: Gregory Thomas

Position: CEO Date: 02/27/2026

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

OUSD

Name: SONDRA AGUILERA Signature: Sondra Aguilera

Position: CHIEF ACADEMIC OFFICER Date: 02/27/2026

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

Name: Denise Gail Saddler Signature: Denise Gail Saddler

Position: Interim Superintendent and Secretary, Board of Education Date: 03/27/2026

Approved as to form by OUSD Legal Department 7/8/24.

SERVICES AGREEMENT

EXHIBIT A

(Each Listed Clause below Corresponds to the Clause in the Agreement)

Kids 1st Foundation

VENDOR: _____

Clause 1: Services. Describe the SERVICES VENDOR will provide:

Vendor will arrange travel and lodging for 25 students and 4 staff from McClymonds High School to visit historically Black colleges and universities. The tour includes round-trip airfare for 29 participants, one checked bag per traveler each way under 50 pounds, charter bus ground transportation, hotel accommodation, all meals, six cultural excursions and museum visits, and the official tour shirt. The group will visit the following institutions: Miles College, Alabama State University, Tuskegee University, Spelman College, Morehouse College, Clark Atlanta University, and Fort Valley State University.

NOTE: Each Listed Clause below Corresponds to the Clause in the Agreement

Clause 2: Term.

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

Start Date: February 6, 2026

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

End date: April 15, 2026

Clause 3: Compensation.

- c. The basis for payment to VENDOR shall be:

Hourly Rate: _____ per hour

Daily Rate: _____ per day

Weekly Rate: _____ per week

Monthly Rate: \$69,000.00 per month

Per Student Served Rate: _____ per student served

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

- d. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

Not-To-Exceed Amount: \$69,000.00

NOTE: Each Listed Clause below Corresponds to the Clause in the Agreement

Clause 13: Legal Notices

OUSD Site/Dept: Legal Department
Address: 1011 Union Street, Site 946
City, ST Zip: Oakland, CA 94607
Phone: 510-879-5060
With a copy via email: ousdlegal@ousd.org

VENDOR

Name/Dept: Kids 1st Foundation
Address: 1423 Broadway Suite 106
City, ST Zip: Oakland, CA 94612
Phone: 510-545-4090
Email: GThomas@k1stf.com

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

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

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

NOTE: Each Listed Clause below Corresponds to the Clause in the Agreement

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

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

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

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

No, the SERVICES would not be able to continue.

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

Yes, but the SERVICES would be different than described herein, they would be as follows:

Board Office Use: Legislative File Info.	
File ID Number	26-0410
Introduction Date	3/11/26
Enactment Number	26-0406
Enactment Date	3/11/2026 os



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Vanessa Sifuentes, Deputy Chief Post Secondary Readiness, High School Network

Meeting Date March 11, 2026

Subject Approval of Request for Student Travel

Action Requested Approval of Board Resolution No. 2526-0043, authorizing student travel by school site McClymonds High School for twenty-five 9th-12th grade students to visit Historically Black Colleges and Universities - Miles College, Alabama, Tuskegee, Morehouse, Alabama & Clarke Atlanta, Moris Brown, Fort Valley, Georgia, for the period of April 5, 2026 through April 11, 2026.

Educational Purpose of Trip McClymonds High School Spring HBCU College Tour is scheduled for Academic tours allow students to research majors, speak with advisors, and understand entrance requirements (e.g., GPA, test scores) crucial for 11th-grade preparations. Cultural Competency & History: Students immerse themselves in the legacy of Historically Black Colleges and Universities, fostering a strong sense of identity and cultural awareness, which are key developmental goals. Whether you're contemplating a STEM career, want to feel connected to black history and culture, or simply want to attend a college that offers a supportive environment Empowering Representation: Students see Black leaders, professors, and deans, which inspires confidence and redefines what they believe is possible for themselves. Academic and Career Support: HBCUs outperform other institutions in graduating Black students, providing strong support networks and specialized career preparation. Legacy and History: Visiting campuses like Howard or Morehouse connects students directly with the legacy of the Civil Rights Movement and the history of Black educational empowerment. Unique Community Experience: Tours allow students to feel the vibrant energy of homecoming, the tradition of marching bands, and the strong, lifelong bonds of the "brotherhood/sisterhood".

Itinerary and Activities Tour College and University Visits: Coordinated campus visits to:
Miles College (Alabama)
Alabama State University (Alabama)
Tuskegee University, Spelman College (Alabama)

Morehouse College (Atlanta)
Moris Brown College (Georgia)
Clark Atlanta University (Georgia)
Fort Valley State (Georgia)
Six cultural excursions and Museum visits aligned with the educational goals of the tour. Itinerary will be accurate when flights are booked, confirming detailed logistics.

Teachers Attending Trip

LuPaulette Taylor, Adetokunbo Fajemirokun, Blaise Brescia
Assistant Principal: Angelina Gilyard-Shyne

Site Administrator Affirms

- Parental permission forms will be on file for all students participating and school has emergency communication protocol.
- There will be sufficient and appropriate chaperones for this field trip (including at least one OUSD certificated employee and non-OUSD chaperones, if any, will meet criminal background check requirements).
- School will address financial or accessibility issues that might prevent students from participating.

Recommendation

Approval of Board Resolution authorizing student travel described above.

Fiscal Impact

Title I Restricted Funds

Legislative File Info.	
File ID Number:	26-0410
Introduction Date:	3/11/26
Enactment Number:	26-0406
Enactment Date:	3/11/2026 os

**RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT**
Resolution No. 2526-0043

AUTHORIZATION FOR APPROVAL OF STUDENT TRAVEL

WHEREAS, the Board of Education believes that field trips and other travel opportunities for students are a valuable tool in supporting classroom instruction and promoting students' awareness of places and events;

WHEREAS, Board Policy 6153 requires the Board of Education of the Oakland Unified School District to approve all trips involving out-of-state and out of country travel; and

WHEREAS, pursuant to Board Policy 6153, the Superintendent requests the Board of Education to authorize student travel for the period of April 5, 2026 to April 11, 2026.

NOW, THEREFORE, BE IT RESOLVED, the Board of Education of the Oakland Unified School District does hereby approve the following request for student travel:

School: McClymonds High School

Destination: Spring HBCU Tour - Miles College, Alabama, Tuskegee, Morehouse, Alabama & Clarke Atlanta, Moris Brown, Fort Valley (Georgia)

Departure Date: April 5, 2026

Return Date: April 11, 2026

Passed by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Rachel Latta, VanCedric Williams, Patrice Berry, Clifford Thompson, Vice President Valarie Bachelor, President Jennifer Brouhard


NOES: None

ABSTAINED: Mike Hutchinson

RECUSE: None

ABSENT: Maximus Simmons (Student Director), Marianna Smith (Student Director)

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the Governing Board of the Oakland Unified School District at a Regular Meeting held on March 11, 2026.

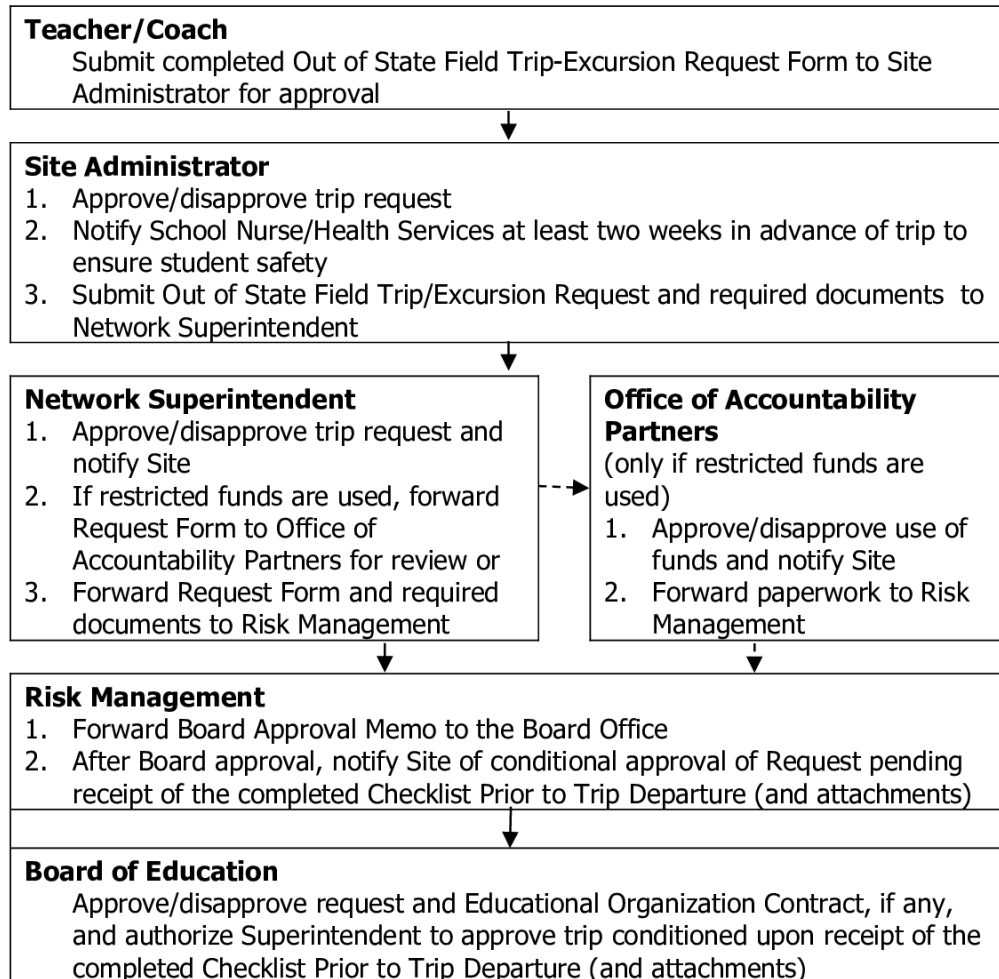
By: 

 Denise G. Saddler
 Secretary, Board of Education

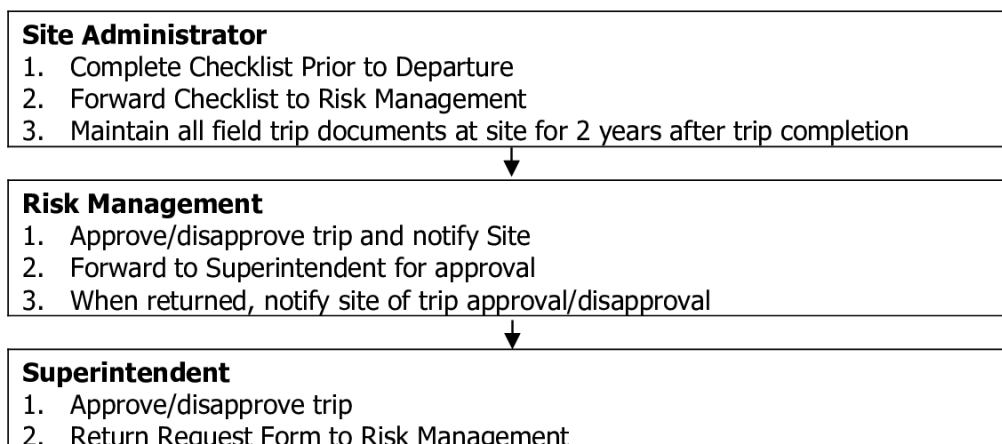


OUT OF STATE FIELD TRIPS APPROVAL PROCESS

REQUEST APPROVAL:



TRIP APPROVAL:





OUT-OF-STATE FIELD TRIP/EXCURSION REQUEST

Basic Directions

This packet is available on the Intranet (School Operations Library) as a fillable-saveable pdf file. If typed, similar fields will populate throughout the packet making it quicker and easier to complete.

1. Requests must be submitted to Network Superintendent no later than **120 days** prior to departure
2. Board approval is required for all out of state trips.
3. Return Health Services Notification Form to the School Nurse or Health Services at the time you are requesting approval for a field trip
4. Use of Restricted Funds requires additional approval by Office of Accountability Partners
5. Obtain fingerprint clearance and complete TB risk assessment (requirements per OUSD AR 1240) for all non-District employee chaperones. (Arrange through ousd.org/volunteers or email volunteers@ousd.org. Continuing volunteer chaperones must be fingerprint cleared at least once every 3 years.)
6. Generally 1:10 Adult to Student ratio is required as provided in OUSD Board Policy 6153
7. Check the Pre-Approved Vendor List for contract and insurance requirements
8. Out-of-state trips have a bifurcated approval system (1) to approve the request and (2) to approve the trip since not all information for the trip approval may available by the deadline for the request. When possible, submit the required documents for the trip approval along with the initial trip request to make the full approval process faster.

Required Documents for Request Approval	<input type="checkbox"/> Copy of program/vendor information describing vendor and scheduled activities <input type="checkbox"/> All facility, program or vendor agreements/contracts, including OUSD Educational Organization Contract <input type="checkbox"/> Certificate of insurance from all private vendors: Program (attach copy unless publicly owned and operated) Facility (attach copy unless publicly owned and operated or commercial lodging e.g. Holiday Inn) <input type="checkbox"/> Board Approval Memo and Board Resolution
Required Documents for Trip Approval	<input type="checkbox"/> "Checklist Prior to Trip Departure" <input type="checkbox"/> List of students and adults attending trip <input type="checkbox"/> "Declaration of Driver" and required attachments, completed by each driver of private or rental vehicle

TRIP INFORMATION TO BE COMPLETED BY TEACHER:

School or Center: McClymonds Site Number: 303

Destination: Miles College, Alabama, Tuskegee, Morehouse, (Alabama) & Clarke Atlanta, Moris Brown, Fort Valley (Georgia)

Address: Georgia and Alabama

Phone or Contact Info: 510-697-1191

Departure - Date: 04/05/2026 Time: Place of Departure: McClymonds High School

Return - Date: 04/11/2026 Time: Place of Return: McClymonds High School

Class(es)/Group Attending: 25 students interested in exploring HBCU

Grade(s): 9-12 # of Students: 25 # of Adults: 4

Teacher Supervising Trip: LuPaulette Taylor

Emergency Contact # During Trip:

Supervising Teacher's Email Address:



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Site: _____

Teacher Supervising Trip: _____

Destination: _____

Date of Departure: _____

<p>Describe itinerary and activities:</p> <p>(<input type="checkbox"/>) Trip will include swim or water activities)</p> <p>No</p>	<p>Tour College and University Visits: Coordinated campus visits to Miles College (Alabama) Alabama State University (Alabama) Tuskegee University, Spelman College (Alabama) Morehouse College (Atlanta) Moris Brown College (Georgia) Clark Atlanta University (Georgia) Fort Valley State (Georgia) Six cultural excursions and Museum visits aligned with the educational goals of the tour. Itinerary will be accurate when flights are booked, confirming detailed logistics</p>
<p>Names of teachers and staff attending trip:</p>	<p>Teachers: LuPaulette Taylor, Adetokunbo Fajemirokun, Blaise Brescia</p> <p>Assistant Principal: Angelina Gilyard-Shyne</p> <p>Staff:</p> <p>Non-OUSD Chaperones: N/A</p>
<p>Describe mode of transportation for each leg of the trip:</p>	<p>Air Transportation: Round-trip airfare for all participants, including one checked bag per traveler each way, not to exceed 50 pounds. Ground Transportation: Chartered bus transportation for the duration of the tour. Lodging and Meals: Hotel accommodations and all meals for all participants. hotel accommodations, all meals, six cultural excursions and museum visits, and the official tour shirt. The group will visit the following institutions:</p>
<p>Describe educational purpose of trip, including how it aligns with grade level standards, supports the teaching and learning and/or parent ed/training component of site plan, including related activities prior to trip and student follow-up activities that will occur after the field trip/excursion:</p>	<p>McClymonds High School Spring HBCU College Tour is scheduled for Academic tours allow students to research majors, speak with advisors, and understand entrance requirements (e.g., GPA, test scores) crucial for 11th-grade preparations. Cultural Competency & History: Students immerse themselves in the legacy of Historically Black Colleges and Universities, fostering a strong sense of identity and cultural awareness, which are key developmental goals. Whether you're contemplating a STEM career, want to feel connected to black history and culture, or simply want to attend a college that offers a supportive environment Empowering Representation: Students see Black leaders, professors, and deans, which inspires confidence and redefines what they believe is possible for themselves. Academic and Career Support: HBCUs outperform other institutions in graduating Black students, providing strong support networks and specialized career preparation. Legacy and History: Visiting campuses like Howard or Morehouse connects students directly with the legacy of the Civil Rights Movement and the history of Black educational empowerment. Unique Community Experience: Tours allow students to feel the vibrant energy of homecoming, the tradition of marching bands, and the strong, lifelong bonds of the "brotherhood/sisterhood".</p>

TRIP COSTS

District funds may be used to pay transportation costs for out of state trips or direct educational program costs. Transportation costs include airfare, bus fare, car fare, etc. related to transportation to/from the out-of-state destination and the transportation costs for the school sponsored activities during the trip. Direct educational program costs include admission fees for visits which are part of the program (e.g. museum).

District funds may NOT be used to pay for non-travel pupil expenses for out of state trips. Non-travel pupil expenses include meals, sundries, lodging, etc.

If you want to use District funds to pay for non-travel pupil expenses on an out of state trip, you must first obtain approval for a waiver of Education Code 35330 from the OUSD Board of Education and the State Board of Education.

Amount of District funds to be used for trip costs will be \$ _____

Funding source for the trip will be: General Funds Restricted funds No District funds will be used

Resource #: Title 1

Fund	Resource	Year	Goal	Function	Object	Site	Manager	Program	LCAP	Optional
010	6332	9	1110	2490	5825	303	3030	1528	9999	99999



Site: _____
Teacher Supervising Trip: _____
Destination: _____
Date of Departure: _____

PROGRAM/ADMISSION COSTS

Total Cost of Program/Admission: \$ _____ Source: General Funds Restricted No District Funds
Cost per student: \$ _____ Cost per adult: \$ _____

Fund	Resource	Year	Goal	Function	Object	Site	Manager	Program	LCAP	Optional
010	6332	9	1110	2490	5825	303	3030	1528	9999	99999

TRANSPORTATION/CHARTER BUSES Click here for approved bus company list

Note: If buses will be used, the approved bus company list is located on the Intranet with the Field Trip information.

Bus Company: _____

of buses ordered: _____ Size of bus ordered: _____ Wheelchair accessible needed? No

Cost of transportation: \$ _____ Source: General Funds Restricted Funds No District Funds
Resource #

Fund	Resource	Year	Goal	Function	Object	Site	Manager	Program	LCAP	Optional
X	X	X	X	X	X	X	X	X	X	X

HEALTH CONDITIONS/MEDICATION

Will there be any students participating in the field trip with the following conditions? Yes

- | | |
|---|--|
| <input checked="" type="checkbox"/> Severe Allergy | <input checked="" type="checkbox"/> Student has an Epi-pen at school |
| <input checked="" type="checkbox"/> Asthma | <input checked="" type="checkbox"/> Student has an inhaler at school |
| <input type="checkbox"/> Diabetes | <input type="checkbox"/> Student has medication at school |
| <input type="checkbox"/> Seizures | <input type="checkbox"/> Student has medication at school |
| <input type="checkbox"/> Sickle Cell Anemia | <input type="checkbox"/> Student has medication at school |
| <input checked="" type="checkbox"/> Other condition(s): <u>Food Allergies</u> | <input type="checkbox"/> Student has medication at school |

Will any students need medications during the trip? No

If the answer is yes, please fax the attached Health Services Notification Form to 879-4605.

CERTIFICATES OF INSURANCE

Facility/Program Insurance: Attach copies of Proof of Insurance **from** all private vendors (except publicly owned and operated).

District Insurance: Has vendor requested that OUSD provide a certificate of the District's insurance? Yes

If yes, attach the written requirements provided by the Facility. (Once the Certificate of Insurance is prepared, it will be faxed to the contact person at the facility and the school site contact. The original certificate will then be sent to the school site contact and will be given to the facility if required.)

OFFICE OF ACCOUNTABILITY PARTNERS

If restricted funds are used for this field trip/excursion, Office of Accountability Partners approval is required to ensure compliant use of resources and alignment with the Single Plan for Student Achievement (SPSA). List the relevant SPSA Tracking Numbers to indicate alignment.

SPSA Tracking #: _____

1. Attach a copy of the site plan, if modified. Modified SPSA Date: _____
2. Documentation of the follow up activities is to be maintained at the site for State and Federal compliance review.



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Site: _____

Teacher Supervising Trip: _____

Destination: _____

Date of Departure: _____

APPROVAL OF REQUEST	Signature	Check One		Date
		Approved	Denied	
Site Administrator <input type="checkbox"/> Trip aligns with grade level standards <input type="checkbox"/> Trip purpose, supervision plan, transportation, safety parameters and funding are appropriate <input type="checkbox"/> Reviewed agreements/contracts with any facility, program or vendor (attach copies) <input type="checkbox"/> Organization(s) involved in the trip have expertise in operating student trips	<i>Darren L Avent</i>	Approved		02/06/2026
Network Superintendent <input type="checkbox"/> Trip purpose, transportation, and funding are appropriate <input type="checkbox"/> Organization(s) involved in the trip have expertise in operating student trips	<i>Vanessa Sifuentes</i>	Approved		02/06/2026
Office of Accountability Partners (if restricted funds) <input type="checkbox"/> Compliant use of resources and in alignment with school site plan (SPSA)				
Risk Management <input type="checkbox"/> Business contracts, insurance, safety and policy compliance are sufficient <input type="checkbox"/> Notify Site of conditional approval of Request pending receipt of the completed Checklist Prior to Trip Departure (and attachments)				

APPROVAL OF TRIP	Signature	Check One		Date
		Approved	Denied	
Site Administrator <input type="checkbox"/> Forward the completed: (1) Checklist Prior to Trip Departure; (2) list of students and adults attending trip; (3) "Declaration of Driver" and required attachments, completed by each driver of private or rental vehicle	<i>Darren L Avent</i>	Approved		02/06/2026
Risk Management) <input type="checkbox"/> Confirm receipt of completed Checklist, list of students/adults, and Declarations of Driver <input type="checkbox"/> Notify Site of Trip Approval once approved by Superintendent				
Superintendent <input type="checkbox"/> Approve/disapprove trip <input type="checkbox"/> Returns Request Form to Risk Management				



Site: _____

Teacher Supervising Trip: _____

Destination: _____

Date of Departure: _____

CHECKLIST TO BE COMPLETED BY SITE ADMINISTRATOR PRIOR TO TRIP DEPARTURE

(initial each item certifying completion)

- DA _____ "OUSD Student Out of State Field Trip/Excursion Permission Slip" has been signed by parent(s)/guardian(s) of all student participants.
- DA _____ "Adult Participant Field Trip/Excursion Chaperone Agreement" signed by all non-District employee chaperones.
- DA _____ OUSD Fingerprint and TB risk assessment per OUSD AR 1240 have been obtained for all non-District employee chaperones.
- DA _____ No student has been prevented from making a trip due to lack of sufficient funds.
- DA _____ No District funds will be used to pay for "pupil expenses" on out of state trips unless waiver of Education Code 35330(b)(3) is granted by OUSD Board of Education and the State Board of Education. Pupil expenses include meals, sundries, lodging, etc. (District funds may be used to pay transportation costs or direct educational program costs.)
- DA _____ Meeting held for staff, noncertificated adults, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions as required by OUSD AR 6153.
Meeting date: 02/28/2026
- DA _____ Health Conditions/Medication: School nurse or Health Services has been consulted at least two weeks prior to any field trip. Trip participant health information has been gathered and reviewed and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (e.g., food allergies). A plan has been developed by a school nurse to collect, secure, and dispense prescription medications from their original containers and consistent with physician's instructions. (See OUSD AR 5141.21)
- DA _____ Supervision is by certificated personnel and assisted by other school employees, parent(s)/guardian(s), or other authorized chaperones who are at least 21 years old. Site Administrator and Teacher/lead trip staff are satisfied all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group and responding effectively in the event of an emergency.
- DA _____ Adult to Student Ratio is at least 1:10 as required by OUSD BP 6153 (or higher if high risk activities).
- DA _____ Sleeping arrangements and night supervision are safe and appropriate.
- DA _____ Safety requirements have been met (e.g., first aid kits, emergency contact and health info, instructions for chaperones, cell phones). At least one adult has current First Aid/CPR training.
- DA _____ Confirm that: (1) arrangements have been made for use of a vehicle in event of illness or emergency and (2) students received instruction in safe conduct on bus or other transport.
- DA _____ OUSD Declaration of Driver form completed and signed by driver and registered owners of any private vehicles used on trip and copy of proof of insurance and California driver's license are on file and secured at school site. The same forms may be used for multiple trips or for entire school year as long as insurance proof on file is updated. This requirement does not apply to licensed bus companies on the District's approved bus list or for public transportation entities, airlines or AMTRAK.
- DA _____ Swim/Water Activities: OUSD "Procedures for Fields Trips including Swim or Water Activities" have been met.
- DA _____ Site and trip leader has a list of students and adults attending trip.
- DA _____ Staff and students will wear masks while indoors (including transportation) during the trip.
IF MANDATED

TRIP APPROVAL IS CONDITIONED ON COMPLETION OF THIS CHECKLIST