

Board Office Use: Legislative File Info.	
File ID Number	25-2840
Introduction Date	01/14/26
Enactment Number	
Enactment Date	



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

Board Cover Memorandum

To Board of Education

From Dr. Denise Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date January 14, 2026

Subject Amendment No. 2, Services Agreement – Servio Consulting, LLC –
Community Schools and Student Services

Ask of the Board ☐ Approve Amendment
☒ Ratify Amendment

Description of Services & Background Ratification by the Board of Education of Amendment No. 1, Services Agreement by and between the District and Servio Consulting, LLC, Frankfort, IL, for the latter to include 20 additional hours for the additional development, additional technical specifications, testing, verification, and deployment for added scope, as described in the Scope of Work, incorporated herein by reference as though fully set forth, for the period of August 13, 2025 through June 30, 2026, in the additional amount of \$3,500.00, increasing the not to exceed amount of the Agreement from \$80,625.00 to \$84,125.00, via the Community Schools and Student Services Department. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact The total amount has increased to \$84,125.00.

- Attachment(s)
- 25-2533 Amendment No. 1
 - 25-2236 Services Agreement



AMENDMENT NO. 2 to
Services Agreement
(“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:

Total of 20 hours for the additional development, additional technical specifications, testing, verification, and development for added scope.

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 \$ 80,625.00.

The original not-to-exceed amount

shall be increased by:

\$ 3,500.00

The original not-to-exceed amount

OR shall be decreased by:


\$ _____

The new not-to-exceed amount is \$ 84,125.00.

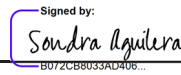
- D. **Insurance.** To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars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

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

VENDOR

Name: Leslie Buenz
Signature: 
Position: Chief Operating Officer
Date: 12/2/2025

OUSD

Name: Sondra Aguilera
Signature: 
Position: Chief Academic Officer
Date: 12/4/2025

☐ 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.



Change Order Request

Change Order Details	
Account Name	Oakland Unified School District
Project Name	Quip Rebuild
Change Order #	002
Date	11/7/2025

Reason for Change:

This change order has been presented to document the change in scope to add automated encumbrance creation and budget approval.

Description of Change:

Updated scope will include:

- Total of 20 hours for the additional development, additional technical specifications, testing, verification, and deployment for added scope
- User Story (WRK 0035) Added Acceptance Criteria: After a site is done adding their item allocations for their annual budget, they should have the option to submit it for review and approval to the Lead Agency. Once approved, the encumbrances would be created via automation and the Program Budget record would be locked for editing

Timeline:

Task	Start Date	End Date
Refinement and User Story Approval	10/13/25	10/22/25
Budget Development Sprint	10/27/25	11/21/25
Demo/Feedback	12/1/25	12/5/25
Sprint Feedback Updates	12/8/25	12/12/25
UAT(User Acceptance Testing)	12/15/25	12/23/25

Code Freeze (No Further Changes)	12/23/25	12/23/25 (COB)
Move to Production	12/23/25	1/7/26
Training (End User and Reporting)	1/8/26	1/9/26
Go Live	1/12/26	1/12/26
Technical Training	1/12/26	1/16/26
Post Go Live Support	1/12/26	1/23/26

Assumptions:


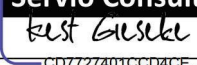
- OUSD is expected to respond promptly to requests for information or approval. Delays will impact the timeline and require an additional change order to extend the schedule and budget.
- The scope is limited to the two added requirements discussed in the refinement session on 10/21 and documented in User Story 31. Any additional parameters or changes requested outside of this scope will require a separate change order. Any additional scope will be documented in user stories and finalized by Client approval before development.
- Additional scope exceeding 20 hours will require a separate change order.
- OUSD will be available according to the timeline above and any delays as a result of scheduling or late feedback will require an additional change order to adjust schedule and budget.

Change Impact:

Cost	20 hours x \$175/hour = \$3500
Timeline Impact	Timeline above

- Change order amount will be invoiced at time of signature.
- The parties have executed this change order as of the last date set forth below.

Change Order Acceptance

Oakland Unified School District		Servio Consulting, LLC	
Signature		Signature	
Name	Martha Peña	Name	Kest Gieseke

Title	Coordinator, Expanded Learning Programs	Title	Project Manager
Date	11/12/2025	Date	11/13/2025

Board Office Use: Legislative File Info.	
File ID Number	25-2533
Introduction Date	11/12/25
Enactment Number	25-1888
Enactment Date	11/12/2025 er



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

Board Cover Memorandum

To Board of Education

From Dr. Denise Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date November 12, 2025

Subject Amendment No. 1, Services Agreement – Servio Consulting, LLC –
Community Schools and Student Services

Ask of the Board ☐ Approve Amendment
☒ Ratify Amendment

Description of Services & Background Ratification by the Board of Education of Amendment No. 1, Services Agreement by and between the District and Servio Consulting, LLC, Frankfort, IL, for the latter to develop a custom Lightning Web Component (LWC) to improve visibility into funding stream dependencies while users enter data, additional requirements gathering, development, testing and incorporation of the LWC into User Acceptance Testing (UAT), deployment, and production validation, as described in the Scope of Work, incorporated herein by reference as though fully set forth, for the period of August 13, 2025 through June 30, 2026, in the additional amount of \$13,125.00, increasing the not to exceed amount of the Agreement from \$67,500.00 to \$80,625.00, via the Community Schools and Student Services Department. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact The total amount has increased to \$80,625.00.

Attachment(s)

- Amendment
- 25-2236 Services Agreement



AMENDMENT NO. 1 to
Services Agreement
(“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:

Vendor to use a custom solution with Lightning Web Components (LWC) for the Budget Form; custom development via Lightning Web Component for visibility into funding stream dependencies while users are entering data. Additional solutions/requirements gathering, development, and testing for the LWC. Incorporation of LWC in User Acceptance Testing (UAT), deployment and production validation.

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 \$ 67,500.00.

The original not-to-exceed amount

shall be increased by:

\$ 13,125.00

The original not-to-exceed amount

OR shall be decreased by:


\$ _____

The new not-to-exceed amount is \$ 80,625.00.

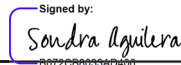
- D. **Insurance.** To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars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

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

VENDOR

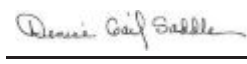
Name: Leslie Buenz
Signature:  Signed by: Leslie Buenz
5D451977DF8A4B...
Position: Chief Operating Officer
Date: 10/14/2025

OUSD

Name: Sondra Aguilera
Signature:  Signed by: Sondra Aguilera
B072C88093AD400...
Position: Chief Academic Officer
Date: 10/17/2025

☐ 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: 11/13/2025

Template approved as to form by OUSD Legal Department.

Board Office Use: Legislative File Info.	
File ID Number	25-2236
Introduction Date	10/08/25
Enactment Number	25-1705
Enactment Date	10/8/2025 CJH



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

Board Cover Memorandum

To Board of Education

From Dr. Denise Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date October 8, 2025

Subject Services Agreement – Servio Consulting, LLC – Community Schools and Students Services Department

Ask of the Board

☐ Approve Services Agreement

☒ Ratify Services Agreement

Description of Services & Background

The Vendor will enhance the Salesforce database, known as OUSDForce, to better support the operational needs of the Coordination of Services Team (COST) and the Expanded Learning Office. OUSDForce currently serves as the centralized system for managing COST referrals and master agreements for the Expanded Learning Office. This work will focus on improving overall system functionality, reliability, and performance to ensure it aligns with the evolving business processes and priorities of both teams.

As part of this engagement, the Vendor will implement system enhancements that increase usability, efficiency, and responsiveness. They will ensure that all configurations and customizations meet the unique workflow and reporting requirements of the COST and Expanded Learning teams. In addition, the Vendor will proactively monitor the Salesforce environment to identify and address potential issues before they impact users or disrupt operations. This includes performing routine system checks, log reviews, and performance tuning to maintain the overall health of the platform.

To support ongoing operations, the Vendor will assign a dedicated point of contact responsible for managing all Salesforce-related questions, issues, and support requests. This individual will ensure timely and consistent communication with stakeholders and provide reliable technical assistance. Additionally, the Vendor will assign an Account Manager who will meet monthly with organizational stakeholders to review the overall health and performance of OUSDForce, share

relevant updates, and recommend improvements or optimizations based on system usage and organizational goals.

This scope of work is intended to ensure that OUSDForce remains a reliable, efficient, and responsive platform for supporting mission-critical functions across both the Coordination of Services Team and the Expanded Learning Office.

Term	Start Date: 08/13/2025 End Date: 06/30/2026
Not-To-Exceed Amount	\$67,500.00
Funding Source(s)	Resource 2600 – Expanded Learning Opportunities Program in the amount of \$67,500.00
Competitively Bid	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If the Service Agreement was <u>not</u> competitively bid and the not-to-exceed amount is <u>more</u> than \$114,800, list the exception(s) that applies (requires Legal approval and may require a resolution):
District In-Kind Contributions	None.
Specific Outcomes	As a result of these services, manual entry of data into Salesforce platform will be greatly reduced and efficiencies gained in monitoring completion and approval of program plans and budgets.
SPSA Alignment (required if using State or Federal Funds)	<input type="checkbox"/> Action Item included in Board Approved SPSA (no additional documentation required). If so, enter Item Number: _____ <input type="checkbox"/> Action Item added as modification to Board Approved SPSA. If so, school site <u>must submit</u> the following documents to the Strategic Resource Planning for approval through the Escape workflow process: <ul style="list-style-type: none">• 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) • Services Agreement

- Waiver
Attachments (if
applicable)
- ☐ Written confirmation of Commercial General Liability Insurance waiver
 - ☐ Written confirmation of Workers’ Compensation Insurance waiver.
 - ☐ Written confirmation of Tuberculosis Screening wavier.
 - ☐ Written confirmation of Fingerprinting/Criminal Background Investigation waiver.



SERVICES AGREEMENT

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

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance 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: Leslie Buenz Signature: 
Position: Chief Operating Officer Date: 9/5/2025

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: 
Position: Chief Academic Officer Date: 9/12/2025
☐ 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: 10/9/2025

Template Approved as to form by OUSD Legal Department

SERVICES AGREEMENT

EXHIBIT A

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

VENDOR: Servio Consulting, LLC

Clause 1: **Services.** Describe the SERVICES VENDOR will provide: The Vendor will enhance the Salesforce database, known as OUSDForce, to better support the operational needs of the Coordination of Services Team (COST) and the Expanded Learning Office. OUSDForce currently serves as the centralized system for managing COST referrals and master agreements for the Expanded Learning Office. This work will focus on improving overall system functionality, reliability, and performance to ensure it aligns with the evolving business processes and priorities of both teams. Vendor will implement system enhancements that increase usability, efficiency, and responsiveness. Vendor will assign a dedicated point of contact responsible for managing all Salesforce-related questions, issues, and support requests.

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: 08/13/2025

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 the 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: 06/30/2026

Clause 3: **Compensation.**

a. The basis for payment to VENDOR shall be:

- ☒ Hourly Rate: \$150.00 per hour
- ☐ Daily Rate: _____ per day
- ☐ Weekly Rate: _____ per week
- ☐ Monthly Rate: _____ per month
- ☐ Per Student Served Rate: _____ per student served
- ☐ Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): _____

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

Not-To-Exceed Amount: \$67,500.00

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
Email: ousdlegal@ousd.org

VENDOR

Name/Dept: Servio Consulting, LLC
Address: 14 Hickory Street
City, ST Zip: Frankfort, IL 60423
Phone: 815-770-2666
Email: lesliebuenz@servioconsulting.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.

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?

- ☒ Yes, the SERVICES would be able to continue as described herein.
- ☐ No, the SERVICES would not be able to continue.
- ☐ Yes, but the SERVICES would be different than described herein, they would be as follows:

Servio Consulting, LLC

14 Hickory Street, 2nd Floor
Frankfort, IL 60423



SOW for Agreement to Perform Consulting Services to Oakland Unified School District

Date:	Services Performed By:	Services Performed For:
8/13/2025	Servio Consulting, LLC	Oakland Unified School District
	14 Hickory St Frankfort, IL 60423	1000 Broadway Oakland, CA
		94607 United States

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Service Level Agreement (SLA)

This SLA is issued pursuant to an Agreement between SERVIO Consulting, LLC (SERVIO) and **Oakland Unified School District (OUSD)**, and is dated 8/13/2025.

Servio Consulting, LLC Introduction

Servio Consulting, LLC (Servio) is proud to propose our managed services to Oakland Unified School District (OUSD). Our Salesforce® solutions are designed to drive you towards your goals by defining processes in Salesforce® and increasing operating efficiencies to maximize your return on investment. As a Salesforce® consulting partner, we believe in execution, accountability, and partnership. Servio has successfully implemented 200+ deployments for education customers.

Since 2016 Servio consultants have been providing Salesforce Education Solutions while cultivating and sustaining excellent relationships with public, non-profit, and private education customers. We utilize a broad range of functional and technical experience held by our diverse group of consultants and enlist project teams that focus on developing customized and practical technology solutions. In addition, every Servio customer, regardless of project size- benefits from the personalized attention of Servio's highly experienced executive team, whose primary focus is to nurture customer relationships throughout all stages of the engagement to ensure success. Through the cultivation of these relationships, Servio naturally becomes the trusted advisor to our customers beyond the initial implementation.

Managed Services

Servio would like to propose its services regarding support and enhancements in the form of a managed services package. Servio takes a consultants-first approach, spending the necessary time understanding how OUSD intends to utilize Salesforce. This will allow us to successfully support any enhancements, troubleshooting or training needed by the system users moving forward.

Why use Managed Services?

Proficiency is learned over time but results and system knowledge are needed now. Whether a lot of support is needed or minimal support will do, more and more, companies are leveraging a flexible resource approach called Managed Services to meet their Salesforce® needs. Utilizing our managed services is a great way to leverage industry experts to unlock the full potential of your Salesforce Platform and get the best ROI in your Salesforce journey.

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the OUSD team by Servio Consulting, LLC.

The objective of this agreement is to:

- Provide clear ownership, accountability and roles/responsibilities.
- Present a clear, concise and measurable description of services provided to the client.
- Match perceived expectations of managed services support with actual service support & delivery.

Description of Work-Admin As A Service

Admin as a Service is an enhanced support option which alleviates the need for an internal admin for Oakland Unified School District, with a focus on proactive maintenance of the environment. Through this package Servio will act as your Salesforce Administrator, handling maintenance tasks such as updates, testing, user management and ongoing documentation. In addition to the above, as issues arise, OUSD staff can simply send an email to our Managed Services desk to create a ticket. From there, the allocated staff member will contact you and begin working on your issue.

Support Process

Creating a Ticket/Client Information

When OUSD creates a ticket the tickets will fall into one of two categories that will determine ticket type.

- Request for Support or Trouble Shooting
- Request for New Service or Feature
(Tickets are created by emailing servio@servioconsulting.com)

The Servio Consulting, LLC support team will collect the following information from OUSD.

- User Name
- User ID
- User contact Number
- Number of Users affected
- Detailed description of issue or request
- Screenshots of error message, if available

Definitions of Severity

Once the ticket is created, the ticket will then be assigned the appropriate Severity Type.

	LOW	MEDIUM	HIGH	URGENT
SEVERITY	General questions, information directly related to questions about the system.	The system or a user is experiencing minor issues that do not impact business process.	The system or a user is experiencing issues which are disrupting business process.	The system or a user is experiencing severe issues in which business process is at a standstill.
RESPONSE TIME	Same business day	Same business day	Within 2 hours	Within 1 hour
RESOLUTION GOAL	Within 3 business days	Within 2 business days	Within 1 business day	Determined by severity of the issue

Please note: Questions about the client's business processes should be redirected to the internal supervisor and are not considered part of the scope of this agreement.

Assigning of Tickets

Once created, the ticket will be assigned to the appropriate support tier level.

Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following section provides Managed Services availability, monitoring of in-scope services and other material.

Availability/Weekend/Holidays

Servio Consulting LLC Managed Services remote support hours of operation are:

Monday - Thursday	8:00am CST- 5:30pm CST
Friday	8:00am CST- 12:00pm CST

- Ticket Management: Tickets that have entered the ticket management system via E-mail or Web-to-Case will be addressed depending on priority and severity and will be resolved accordingly. Tickets entered after Business hours, will be answered and resolved the following Business Day.
- Onsite Support: Will be provided after primary stakeholder representatives have agreed on time and resources needed either in writing or via e-mail. (additional fee)
- Weekend: Calls, E-Mail Request or Tickets that are entered during the weekend will be evaluated or resolved during regular business hours.
- Holidays: Servio Consulting, LLC observes 10 holidays annually.

Analytical Reporting

Servio Consulting, LLC will work with the client to provide Monthly, or upon request, Analytic Reports. These reports will allow Servio Consulting, LLC and OUSD to see the overall needs that are being requested by their staff, in addition to hours used and current remaining balance.

The rest of this page is intentionally blank.

Pricing Structure (Amount due on signature of agreement)

450 hours at \$150.00 per hours USD

Total: \$67,500.00

.Assumptions:

- 🌐 **All new Managed Services Clients** will allow up to ten hours to be used for Service to initialize the Salesforce Optimizer to evaluate org health. Once results are received Servio will review and make recommendations based on feedback. If time needed is projected to exceed ten hours Servio will discuss with the client before proceeding further.
- 🌐 Customer Success resources may be added to Managed Services work as needed and are considered billable resources for the success of the effort.
- 🌐 Price and schedule associated with this SLA will be valid for 30 days.
- 🌐 Client will sign an NDA & MSA agreement.
- 🌐 Any unused hours will expire at the end of the contract term.
- 🌐 To ensure license compliance, the service desk will not install any software without proof of purchase or a copy of a license agreement.
- 🌐 Client responds to request for information within a reasonable timeframe.
- 🌐 Client will test and validate solution before ticket is closed to confirm resolution.
- 🌐 Tickets will be closed after 72 hours if no response has been received from the client and considered completed.
- 🌐 Error messages can be duplicated in order to troubleshoot them.
- 🌐 If a Solutions Consultant, Technical Architect or Project Manager is to be staffed it will require a separate SOW treated as a new project.
- 🌐 Any 3rd party products will need to be scoped to determine if managed services is appropriate or if it would be considered a separate project. If included in MS scope an hours estimate will be provided.
- 🌐 Apex & Force.com development and integrations are outside the scope of the Managed Services agreement. These services are available at an additional fee.
- 🌐 Client will maintain a Salesforce license for Servio Managed Services for the duration of the Managed Service agreement.

Approvals:

BY: Servio Consulting, LLC

BY: Oakland Unified School District

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:



Consultant Fingerprint/Criminal Background Check TB Screening Waiver Request

Directions

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check. The OUSD contract originator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require approval by a Chief/Deputy Chief with delegated contract authority.

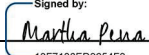
Tuberculosis Risk Assessment is required for all contractors who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one-time speaker.

To request this waiver, complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Servio Consulting, LLC		
Originator Name	Martha Pena	Site/Department	922/CSSS
Which sites or locations will the contractor be working at? Remotely at office in Illinois			
Waiver Requested:	<input checked="" type="checkbox"/> Fingerprint/Criminal Background Check	<input checked="" type="checkbox"/> TB Waiver	

TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.] CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils, and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name Martha Pena Title: Coordinator, After School Programs

OUSD Representative's Signature  Date: 9/05/2025

Approval (Chief/Deputy Chief with delegated contract authority)

OUSD Representative's Name Denise Gail Saddler, Ed.D. Title: Interim Superintendent, and Interim Secretary, Board of Education

OUSD Representative's Signature  Date: 10/9/2025

Capability Statement

• Servio Consulting, LLC •

Capability Statement

Since 2016 Servio consultants have been providing Salesforce Education Solutions while cultivating and sustaining excellent relationships with public sector, non-profit, and private education customers. We are a Salesforce Education Cloud design partner and a member of the Salesforce Partner Leadership Council for Education Cloud.

Our solutions are designed to drive our client's business forward by transforming processes, increasing operating efficiencies, and maximizing return on investment. As a Salesforce consulting partner, we believe in execution and accountability.

Core Competencies: Education Cloud | Marketing Cloud | Marketing Cloud Account Engagement (Pardot) | Integration | CRMA | Experience Cloud | Managed Services | Admin as a Service Managed Services (Proactive Support)

Company Information



D-U-N-S: 08-047-8850 | CAGE 7SH33

NAISC Codes:

514511: Computer Programming Services

541512: Computer Software Consulting Services

541519: Other Computer Related Services

7379: Computer Systems Consultants

Work Area: National

Socio-Economic Status:

WBENC Certified Women Business Enterprise (WBE)

WBENC Certified Women Owned Small Business (WOSB)

Differentiators

Servio strives to be the long-term trusted advisor that our clients truly need.

Servio builds all of our Education and Public Sector solutions with the point-and-click tools provided by Salesforce. Custom code development is only used when absolutely needed. The benefits of not using code include, but are not limited to, easy adaptability to Salesforce updates, scalability, and easy user adoption. Not only that, but Servio keeps future expansion in mind while building out our solutions.

In addition to the above, we have several options for Managed Services support, post go-live, to ensure the stability and successful ROI for each solution.

Past Performance

Chicago Public Schools

Oakland Unified Public Schools

Virginia Beach City Public Schools

District of Columbia Public Schools

Houston Independent School District (through Salesforce GSA)

City Colleges of Chicago

University of California, Los Angeles (UCLA)

Moody Bible Institute

Doane University

Minnesota State Colleges and Universities

Seattle Colleges




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

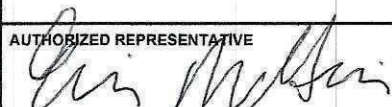
PRODUCER  Ken Anderson State Farm 17121 88th Ave Tinley Park IL 60487		CONTACT NAME: Ken Anderson PHONE (A/C, No, Ext): 708-407-8000 E-MAIL ADDRESS: ken@kenismyagent.com FAX (A/C, No): 708-407-8269	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: State Farm Fire and Casualty Company	
		INSURER B: State Farm Mutual Automobile Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		93-GN-J063-1	09/19/2024	09/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			E10 7494-C19-13A	09/19/2024	03/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			93-GN-J063-1	09/19/2024	09/19/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	93-MA-H798-5	09/19/2024	09/19/2025	PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oakland Unified School District is listed as additional insured

CERTIFICATE HOLDER Oakland Unified School District ATTM: Risk Management 1101 Union St, Suite 987 Oakland CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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		INSURER(S) AFFORDING COVERAGE	
		INSURER A: State Farm Fire and Casualty Company	
		INSURER B: State Farm Mutual Automobile Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
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	PERSONAL & ADV INJURY \$ 1,000,000						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			E10 7494-C19-13A	09/19/2025	03/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
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	PROPERTY DAMAGE (Per accident) \$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			93-GN-J063-1	09/19/2025	09/19/2026	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 2,000,000						
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Oakland Unified School District is listed as additional insured

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INSURER(S) AFFORDING COVERAGE	
INSURED Servio Consulting LLC 14 Hickory St Frankfort IL 60423	INSURER A: State Farm Fire and Casualty Company INSURER B: State Farm Mutual Automobile Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
NAIC # 25143 25178	

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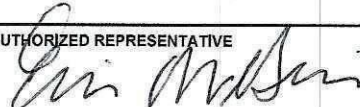
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Oakland Unified School District is listed as additional insured

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District ATTM: Risk Management 1101 Union St, Suite 987 Oakland CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS (Scheduled)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 93-KJ-X070-8

Named Insured:
SERVIO CONSULTING LLC

Name And Address Of Additional Insured Person Or Organization:

Oakland Unified School District

ATTN: Risk Management

1011 Union St Ste 987

Oakland CA 94607-2236

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by:

a. Ongoing Operations

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for that additional insured; or

b. Products – Completed Operations

“Your work” performed for that additional insured and included in the “products-completed operations hazard”.

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a “suit” brought for damages for which you are provided coverage.
3. Primary Insurance. The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.