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Legislative File No. 21-0802

Introduction Date: 4/14/2021

Enactment No.: 21-0579

Enactment Date: 4/14/2021 er

BOARD OF EDUCATION 2021

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Board Memorandum

To Board of Education

From Shanthy Gonzales, President

Meeting Date April 14, 2021

Subject Amendment No. 1, Professional Services Agreement 2020-21 between the Oakland Unified School District and Milton Reynolds

Ask of the Board Approve Amendment No. 1, Professional Services Agreement 2020-21 between the Oakland Unified School District and Milton Reynolds

Background The District and Mr. Reynolds have entered into a Professional Services Agreement ("Agreement") for the latter to facilitate up to six (6) Board orientations at a rate of \$1,500 per session (inclusive of preparation time).

Discussion There is a desire to have Mr. Reynolds available to facilitate another three (3) sessions at the same rate.

Fiscal Impact Any increase of \$4,500 for a total of \$13,500. This additional cost will be covered by private donations.

Attachment(s)

- Amendment No. 1, Professional Services Agreement 2020-21 between the Oakland Unified School District and Milton Reynolds
- Professional Services Agreement 2020-21 between the Oakland Unified School District and Milton Reynolds

Board Office Use: Legislative File Info.	
File ID Number	21-0802
Introduction Date	4/14/2021
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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

AMENDMENT NO. 1

to

Professional Services Agreement 2020-2021 between the Oakland Unified School District and Milton E. Reynolds

This Amendment amends the attached legal agreement (“Original Agreement”) and any prior amendments (“Prior Amendments,” together with Original Agreement, “(Amended) Agreement”), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”): **Milton E. Reynolds.**
- The Enactment Number of the Original Agreement is **20-1822.**

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

- 1. Services:**
- The scope of work of the (Amended) Agreement is unchanged.
- The scope of work of the (Amended) Agreement has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below:
- Revised scope of work attached
- VENDOR agrees to provide the following amended services: **To facilitate and support an additional three (3) Board orientation sessions.**
- 2. Term (duration):** The term of the (Amended) Agreement is unchanged
- The term of the (Amended) Agreement has changed. If the term has changed: The parties agree to amend the

below original End Date of the (Amended) Agreement to the below new End Date:

Original End Date: (Click or tap to enter a date.)

New End Date: (Click or tap to enter a date.)

3. **Compensation:** The not-to-exceed amount in the (Amended) Agreement is unchanged

The not-to-exceed amount in the (Amended) Agreement has changed. If the not-to-exceed amount has changed: The not-to-exceed amount in the (Amended) Agreement is amended as follows:

Increase not-to-exceed amount by: **\$4,500**.

Decrease not-to-exceed amount by:

\$ (Click or tap here to enter text.)

The new not-to-exceed amount under the (Amended) Agreement, as herein amended, is

\$ (Click or tap here to enter text.)

4. **COVID-19:** To the extent that the Amendment did not contain the following guarantees, by signing this Amendment, VENDOR agrees that:

- a. Through its execution of this Amendment, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. VENDOR agrees to notify OUSD within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
- c. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing.
- d. VENDOR shall bear all costs of compliance with this Paragraph.

5. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
6. **Amendment Publicly Posted.** 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.
7. **Signature Authority.**
 - a. 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.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. 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.
8. **Amendment Contingent on Governing Board Approval.** 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, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

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

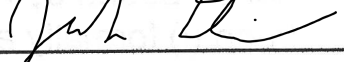
VENDOR

Name: Milton Reynolds Signature: 

Position: Founder Date: 03.04.2021


By its signature, VENDOR acknowledges and agrees not to expect or demand compensation pursuant to this Amendment prior to the PARTIES, particularly OUSD, validly and properly executing this Amendment until this Amendment is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Amendment. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Joshua R. Daniels Signature: 

Position: General Counsel Date: March 9, 2021

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: 

Position: Secretary, Board of Education Date: 4/15/2021

Board Office Use: Legislative File Info.	
File ID Number	20-2434
Introduction Date	12/9/20
Enactment Number	20-1822
Enactment Date	12/9/2020



Memo

To Board of Education

From Shanthi Gonzales, Board Vice President

Board Meeting Date December 9, 2020

Subject Professional Services Agreement with Milton E. Reynolds

Action Ratification by the Board of Education of a Professional Services Agreement between the District and Milton E. Reynolds for the latter to provide planning and facilitation services at the orientation meetings for the incoming Board of Education, for the period of November 1, 2020 through June 30, 2021, in an amount not to exceed \$9,000.00.

Background & Discussion Milton E. Reynolds is a consultant who has been retained to help plan and to facilitate most of the orientation sessions for the incoming Board members. Mr. Reynolds previously supported the 7-11 Committee. The need for this contract was previously discussed at a Board meeting on September 9, 2020, at which time individual Board members indicated their support and openness to use the discretionary budgets to help cover the cost.

Fiscal Impact \$1,500 from Discretionary Budget for Director Harris, Director Eng, Director Torres, Director Yee, Vice President Gonzales, and President London.

Attachment Professional Services Agreement between the Oakland Unified School District and Milton E. Reynolds

Board Office Use: Legislative File Info.	
File ID Number	20-2434
Introduction Date	12/9/20
Enactment Number	20-1288
Enactment Date	12/9/2020



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

PROFESSIONAL SERVICES AGREEMENT 2020-2021

This Professional Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and Milton E. Reynolds (“VENDOR,” together with OUSD, “PARTIES”).

The PARTIES hereby agree as follows:

1. Term.

- a. This Agreement shall start on the below date (“Start Date”): **November 1, 2020**
- b. The work shall be completed no later than the below date (“End Date”): **June 30, 2020**

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. 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 in any manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR’s employees,

and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).

4. **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 7 (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.
5. **Confidentiality and Data Privacy.** OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
6. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors 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.

7. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily rendering Services in accordance with this Paragraph, Paragraph 9 (Invoicing), and #1C in **Exhibit A**.

a. The compensation under this Agreement shall not exceed:

\$9,000.00.

This sum shall be for full performance of this Agreement and includes 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.

b. 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**.

c. 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 9 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by 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.

d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

- e. **VENDOR** acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
8. **Equipment and Materials.** **VENDOR** shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
 9. **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 Services were provided, name(s) of the person(s) performing Services, date(s) Services were rendered, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform **VENDOR** of the missing items; **VENDOR** shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. 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 under receipt by **VENDOR** of such notice.
 - d. 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 (c)—indicate whether the Services are provided in-person or not.
 - e. 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.

10. Termination.

- 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 or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to COVID-19. Notwithstanding Paragraph 17 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement 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. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the

condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, **VENDOR** shall provide **OUSD** with all materials produced, maintained, or collected by **VENDOR** pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

11. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be 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** at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 300
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: Milton Reynolds
Address: 1816 Sylvan Cir.
City, ST Zip: San Leandro, CA 94577
Phone: 650-504-6471
Email: piscator.reynolds@gmail.com

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

12. **Status.**

- a. This is not an employment contract. **VENDOR**, in the

performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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's employees.

- b. 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.

13. **Qualifications and Training.**

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable law, code, rule, regulation, and/or ordinance. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.

14. **Certificates/Permits/Licenses/Registration.** VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
15. **Insurance.** 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 for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against 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.
16. **Incident/Accident/Mandated Reporting.**
 - a. VENDOR shall notify OUSD, via email pursuant to Paragraph 11 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. 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 VENDOR or an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations

to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

17. Coronavirus/COVID-19.

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 9 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 16 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 11 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
- d. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing.
- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

18. 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.

19. Non-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because

of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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.

20. **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.
21. **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 similar subsequent act from constituting a violation of this Agreement.
22. **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.
23. **Conflict of Interest.**
 - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

c. Through its execution of this Agreement, 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 notify OUSD in writing.

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, 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 contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

25. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 7 (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.

26. **Indemnification.** 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, VENDOR, 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.
27. **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 of this Agreement and for three (3) years after the End Date. 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 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.
28. **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.
29. **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 Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
30. **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.

31. **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.
32. **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.
33. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
34. **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.
35. **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.
36. **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.

37. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

38. **Signature Authority.**

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

b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

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

REST OF PAGE IS INTENTIONALLY LEFT BLACK

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

VENDOR

Name: MILTON REYNOLDS Signature: 

Position: FOUNDER Date: 11.04.2020

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 7 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD


Name: Joshua R. Daniels Signature: 

Position: General Counsel Date: 12/1/20

Board President

Superintendent

Chief/Deputy Chief

 12/10/2020
Jody London
President, Board of Education

Name: Kyla Johnson-Trammell Signature: 

Position: Secretary, Board of Education Date: 12/10/2020

EXHIBIT A

1A. **General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*

Add General Description of Services **See attached proposal.**

1B. **Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

No, services would not be able to continue.

Yes, services would be able to continue as described in 1A.

Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

Add Description of Different Services **The sessions would be facilitated online rather than in-person.**

1C. **Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

Half Day Rate: \$ **Daily Rate 1,500.00** per half day

Milton E. Reynolds

1816 Sylvan Circle
San Leandro, CA 94577
Phone: (650) 504-6471
E-Mail: piscator.reynolds@gmail.com

**Oakland Unified School District
1000 Broadway, Suite 300
Oakland, CA 94607-4033**

OUSD Orientation Sessions for New Board Members OUSD
Estimate for proposed scope of work

Facilitating up to six of the following eight sessions:

Session #1, November 15, 2020 – half day

- Getting and Sharing Information & Understanding Key Levers

Session #2, November 20 or 21 – half day

- Getting and Sharing Information & Understanding Key Levers

Session #3, December 4 or 5 – half day

- Understanding the Legislative Process, Stakeholder Engagement & Parliamentary Procedure

Session #4, January 22 or 23, 2021 – half day

- Key Budget Indices & Progress Monitoring

Session #5, February 19 or 20 – half day

- Charter Oversight

Session #6, March 19 or 20 – half day

- Personnel Issues: Identifying Bargaining Priorities and Labor Relations

Session #7, April 23 or 24 – half day

- Tools for Improving Academic Outcomes & Citywide Plan

Session #8, May 21 or 22 – half day

- Asset Management & Facilities Program Progress Monitoring

Each half day of facilitation and preparation billed at non-profit rate of up to \$1500.00 per half day. Each designated day of facilitation includes a full day of preparation, which includes: review of relevant documents for each session, agenda design support to create an interactive experience, consultation with Shanthi Gonzales and relevant OUSD staff in order to ensure content is fully covered and to ascertain the most efficient and effective way to cover the material in order to maximize time spent on the board professional development day.

Each session will be structured in ways that support community building amongst team members, co-constructed learning, developing shared understanding of the relevant material and responsibilities in relationship to performance of OUSD Board of Education roles and duties.

This estimate of cost is based on the proposed scheduled 8 half day sessions. I recognize that as we enter into the work, we may find ways to cover the material more effectively or develop ways of covering the content that don't require as much support as initially proposed. In the event this is the case, the proposal will be adjusted to reflect that.

Total: \$9,000.00

My approach to collaborative processes begins with my basic assumption that we are always smarter as a collective. The goal of navigating any collaborative process is to create predictable and inclusive processes, that ensure diverse and

sometimes disparate perspectives are allowed to be surfaced and honored in ways that allow coalescence around shared goals and objectives.

Effective governance, especially as related to tasks as complex and important as school governance, requires developing cohesion and effective working relationships amongst incoming and present school board members, whose constituents may have different material needs within a district as large and diverse as Oakland Unified School District.

My approach to facilitation and design leverages this understanding of knowledge as co-constructed and will help to ensure the outcomes of this process are just, inclusive and reflect the needs of the diverse and evolving community served by Oakland Unified School District.

The active and intentional engagement of incoming and sitting OUSD School Board members will ensure that folks feel part of this process, as opposed to feeling the process is happening to them. Developing a shared understanding of the challenges that are faced by OUSD and the community it serves, as well as the emergent possibilities, should allow us to develop some shared goals and commitments to each other and the communities we serve. This intentional and structured series of onboarding sessions is developed in service of creating a sense of shared endeavor in order to channel the shared understanding, concerns, and aspirations of the OUSD School Board into focused, collective, and community affirming action.

Oakland, like other Bay Area communities, is in the middle of a massive transformation. In spite of some of the benefits of this booming tech driven economy, we also witness patterns of gentrification, pushouts, the destabilization of certain communities and growing inequality in a number of forms also taking place.

Many of these regional challenges impact schools directly. Increasing transience of student populations, housing instability and homelessness are on the rise. Added to this mix, we are also now in the midst of a global pandemic, one for which solutions on the immediate horizon. These issues, also impact the teaching force. We increasingly witness educators leaving the region or moving to other better paying districts out of financial need. Many of the educators who are forced to leave would prefer to teach in Oakland, we need to find ways to support those aspirations.

Among the strengths I would bring to this process is a long-term commitment to service in the region. As a Bay Area native I have spent the majority of my life serving the greater community through board service, work on commissions and a life-long commitment to education and bettering the lives of young people.

I am a polymath who enjoys the challenge of working with others to resolve complex and complicated issues. I am an excellent facilitator with a deep set of pedagogical tools, but also a passion for working with others. I come with a strong reputation as an ethical, skilled and supportive service provider to educators in OUSD and around the greater region.

I also bring integrity and commitment to my work. Meaningful change is a process, one that requires sustained engagement, over the course of my career I have a strong track record of modeling this. I don't shy away from difficult conversation and often, seek them out as opportunities to further hone my skills, and out of my life-long commitment to service. I bring to the process a strong grasp of history, knowledge of the region, including an understanding of many of the challenges faced by OUSD and the community it serves.

Finding creative, effective and just ways of facing these challenges will not be easy, but it will be necessary. I look forward to supporting the Oakland Unified School District Board and its members in this important work.

Sincerely,

Milton Reynolds