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Community Schools, Thriving Students

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То	The Board of Education		
From	Gary Yee, Ed.D., Superintendent Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Kimi Kean, Regional Executive Office		
Board Meeting Date			
Subject	Approval of Memorandum of Understanding between the District, Citizen Schools, and the Reach Institute for School Leadership		
Action Requested	Approval by The Board of Education of Expanded Learning Time Program Agreement between the District, Citizen Schools, and the Reach Institute for School Leadership.		
Discussion	Approval by The Board of Education of Expanded Learning Time Program Agreement between District, Citizen Schools; a Massachusetts corporation with its principal place of business at 308 Congress Street, 5 th Floor, Boston, MA 02210, and the Reach Institute for School Leadership; a California corporation whose principal place of business is 1221 Preservation Parkway, Suite 100, Oakland, CA 94612.		
Fiscal Impact	N/A		
Recommendation	Approval by the Board of Education of the MOU between the District, Citizen Schools, and Reach Institute for School Leadership.		
Attachments	Memorandum of Understanding		

EXPANDED LEARNING TIME PROGRAM AGREEMENT

This Expanded Learning Time Program Agreement ("Agreement"), effective as of this _____ day of September, 2013 ("Effective Date") is between Citizen Schools, Inc., a Massachusetts corporation with its principal place of business at 308 Congress Street, 5th Floor, Boston, MA 02210 ("Citizen Schools") and Oakland Unified School District ("OUSD") having a principal place of business at 1000 Broadway, Suite 398, Oakland, CA 94607 ("Collaborator" or "District") and Reach Institute for School Leadership ("Reach"), a California corporation, whose principal place of business is 1221 Preservation Parkway, Suite 100 Oakland, CA 94612 (collectively "parties"). The Addendum to the Expanded Learning Time Program Agreement, attached as Exhibit A, is incorporated as though fully set forth herein and is expressly made part of this Agreement.

Introduction

Citizen Schools is a national nonprofit provider of an expanded learning time program (the "ELT Program").

Citizen Schools and Collaborator desire to work together to implement the ELT Program for middle school students at Elmhurst Community Prep ("School") in which Citizen Schools provides academic and enrichment services to students during the extended learning day which is after-school and not part of the School's instructional day.

The parties desire to enter into this Agreement to define the parties' obligations with respect to the implementation of the ELT Program for students at the School(s).

2. Intern Credential Program

The Reach Intern Teacher Credential Program, which is accredited by the California Commission on Teacher Credentialing, allows qualified and admitted teachers to earn a preliminary teaching credential while working. Citizen Schools Teaching Fellows, employed by Citizen Schools to work full time for two academic years with students in partner schools in the District as part of the Citizen Schools Expanded Learning Time program, can qualify for the program.

Reach, a public benefit not for profit, is the lead program agency for the Credential Program. Citizen Schools, a public benefit not for profit, is a partner agency, and is the direct employer of Citizen Schools Teaching Fellows ("Teaching Fellows"), defined as teachers in this agreement.

The District Agreements:

- Cooperate with the Reach and Citizen Schools personnel to support implementation of the ELT program.
- Allow designated Citizen Schools Teaching Fellows to perform services during the school's extended learning day, which are positions for which Citizen Schools requires a teaching credential.

- Allow Reach Intern Program staff regular access to the District campus(es) and to the participating Teaching Fellows' classrooms during the extended learning day for the purpose of meeting with, advising, and observing participating Teaching Fellows.
- Allow Citizen Schools Teaching Fellows access to summaries or copies of Individualized Education Programs ("IEPs") for the students with whom they work, provided students' parents or guardians grant a written release and permission for such disclosure.
- Allow Citizen Schools Teaching Fellows access to student achievement and behavior data under the supervision of the school's principal and provided students' parents or guardians grant a written release and permission for such disclosure.
- Allow individual principals to communicate directly with the Reach program personnel regarding site related issues or concerns relating to the ELT program.
- Include qualified Teaching Fellows on a staff roster, designating their service as ELT
 program teachers who provide services in the non-instructional day/ extended learning day.
- To the extent permitted by statute and the District's collective bargaining agreements, take into favorable and preferred consideration with respect to the District's pool of prospective first-year teacher candidates, the hiring of qualified Teaching Fellows who have successfully completed the two-year Credential Program and earned a valid teaching credential. Such favorable and preferred consideration for hiring is to be provided for a one-year period following the Teaching Fellows' earning of a valid credential and does <u>not constitute a</u> guarantee of employment or an assurance of continued employment. The District retains the right to demand that a Teaching Fellow immediately cease providing services under this Agreement, at any time without cause and without a hearing or other process. The District retains the right not to subsequently employ a Teaching Fellow without cause and without a hearing or other process.

Citizen Schools (employing agency) Agreements:

- Arrange for partner school principals to assign Teaching Fellows to classrooms in extended learning day positions for which Citizen Schools requires a credential in the subject area of the credential they are seeking.
- Arrange for partner school principals to assign Teaching Fellows to extended learning day classrooms appropriate to their novice status, avoiding wherever possible combination classrooms, secondary assignments with multiple preparations, teaching assignments at multiple sites, and assigning them to multiple adjunct duties.
- Delegate to the Reach Director the responsibility for representing the Reach Intern Program and Consortium when interacting with potential partner schools and Districts, colleges and universities and their faculty, the California Commission on Teacher Credentialing, private funders, government agencies, and all other pertinent parties.
- Allow, with the teacher's written consent, use of the participating Teaching Fellows' lessons, classroom practices, and images for the purpose of teacher training and the development of the Reach Intern Program materials and practices.
- Delegate to the Reach Director responsibility for fiscal and program management of the Reach Intern Teacher Credential Program.
- Communicate with the Director regarding any questions, concerns, and input on the Reach Intern Program.

- Assign a designee who may, but is not obligated to, attend and participate in Steering Committee Meetings should this prove necessary for communicating regarding the program implementation.
- Hire, supervise, compensate, promote, transfer, discipline and retain or release all program staff including Teaching Fellows.
- Obtain a release from Teaching Fellows to permit the District, Citizen Schools, and Reach to share information between the parties relating to the Teaching Fellows' services under this Agreement.

The Reach Intern Teacher Credential Program Agreements:

- Provide training and guidance for Reach support providers, Reach credential analysts, Reach course instructors, and Reach program coordinators employed for the program.
- Provide advisement and professional development opportunities for each intern teacher
- Through the Reach Consortium Steering Committee provide regular forum for communication about and feedback on the program.
- Provide updates regarding finances, staffing, and program management to the District through the Consortium Steering Committee.
- Receive and respond to questions, advice or concerns from participating schools either individually or through the Steering Committee.
- Expend funds in furtherance of the purpose of this Agreement
- Enter into contracts consistent with this Agreement.
- Hire, supervise, compensate, promote, transfer, discipline and retain or release all Reach
 program staff including the Consortium Director, coaches, faculty, administrative support
 staff, and other Reach staff as necessary.
- Make decisions and inform the Steering Committee and applicable member agencies, regarding admissions, continued enrollment, and recommendation for a completion of credential requirements for all participants.
- Make decisions regarding the selection and incorporation into the program of new partner schools.
- Coordinate and assume primary responsibility for all fiscal and financial requirements of the Reach Intern Program including fund development, budget management, reporting, and fiscal planning.
- Provide individual updates and reports to the District Governing Board and/or staff, as reasonable and upon request.
- Issue certificates and letters of Reach Intern Teacher Credential Program completion and assist in the acquisition of the professional preliminary teaching credentials from the California Commission on Teacher Credentials.
- 3. Warranty Disclaimer

THE ELT PROGRAM AND ANY OTHER SERVICES AND MATERIALS PROVIDED BY CITIZEN SCHOOLS UNDER THIS AGREEMENT ARE PROVIDED AS IS. CITIZEN SCHOOLS MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ELT PROGRAM OR ANY SERVICES OR MATERIALS PROVIDED BY CITIZEN SCHOOLS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.)

4. Limitation of Liability

EXCEPT IN CONNECTION WITH THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5, BELOW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT, EVEN IF REASONABLY FORESEEABLE OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

5. Indemnity

5.1 Subject to Section 5.3, Collaborator agrees to indemnify, defend and hold harmless Citizen Schools and its officers, directors, employees, and agents from and against any and all third party claims, demands, costs, damages, settlements and liabilities (including all reasonable attorneys' fees and court costs) of any kind whatsoever, arising from (i) Collaborator's breach of its obligations under this Agreement; (ii) (iii) the negligence or intentional misconduct of Collaborator.

5.2 Subject to Section 5.3, Citizen Schools and REACH agree to hold harmless, indemnify and defend the District and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. Citizen Schools and Reach also agree to hold harmless, indemnify and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Citizens Schools or Reach in connection with the performance of this Agreement.

5.3 The indemnified party shall provide prompt written notice of the claim to the indemnifying party and the indemnifying party shall have sole control over the defense and settlement of the claim.

5.4 The obligations set forth in this paragraph 5 (5.1-5.4) shall survive termination of this Agreement.

6. Term and Termination

The District or Citizen Schools may at any time terminate this Agreement upon fourteen (14) calendar days' written notice to the other party.

7. Measurement and Evaluation.

Collaborator will provide Citizen School with access to the following information for evaluation purposes, to the extent permitted by law, district and state privacy guidelines: school attendance, suspension/expulsion, grade promotion, grade data, standardized test scores, course selection and high school matriculation data. Citizen Schools will work with Collaborator to access the

aforementioned evaluation data with parental consent and Collaborator permission and adhere to the confidentiality requirements in this Agreement.

8. General

<u>Program Requirements for Eligibility</u>: Citizen Schools and Reach require that each accepted Teaching Fellow meet the following qualifying criteria:

- a. Baccalaureate degree, or advanced degree from an accredited institution of higher education (IHE).
- b. Passage of the CBEST exam and verification of subject matter competence by completion of an approved program, or by a course waiver from an accredited university under the guidelines of the CCTC, or passage of: (1) the CSET, and (2) other exams as may be required by the California Department of Education or the California Commission on Teacher Credentialing.
- c. If applicable, BCLAD or Bilingual Teacher Fellows must have passed written and oral exams and have completed academic coursework in their identified non-English language areas.
- d. Screening by Program staff, as applicable to the credential program under consideration; and verification of any coursework and/or prior experience with K-12 students in a multicultural, multilingual setting.
- e. Interview and screening by program or employing agency staff, as determined by District protocols, including a background check paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation.
- f. Evidence of negative tuberculosis test performed within six months of the Teaching Fellow's start date.

8.1. <u>Relationship of Parties</u>. The parties shall be deemed independent contractors who are volunteering services to the District for all purposes hereunder. This Agreement does not constitute a partnership, joint venture or agency between the parties hereto, nor shall either of the parties hold itself out as such contrary to the terms hereof by advertising or otherwise nor shall either of the parties become bound or become liable because of any representation, action, or omission of the other. Neither party is an agent of the other party and has no authority to represent the other party as to any matters.

8.2. <u>Notices</u>. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered or deposited in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party at the address set forth in the Addendum, or at such other address or addresses as either party shall designate to the other in accordance with this Section.

8.3. <u>Entire Agreement</u>. This Agreement, together with the Addendum incorporated herein, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument executed by all Parties.

8.4. <u>Amendment</u>. This Agreement may be amended or modified only by a written instrument executed by both parties.

8.5 <u>Governing Law.</u> This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litgation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

8.6. <u>Successors and Assigns</u>. This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns. Collaborator may not assign or transfer this Agreement in whole or in part, nor any of the rights hereunder, without the prior written consent of Citizen Schools The obligations of Citizen Schools and Reach under this agreement shall not be assigned by either Citizen Schools or Reach without the express prior written consent of the District.

8.7. <u>Waiver</u>. No delay or omission by a party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

8.8 <u>Severability</u>. In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

8.9. <u>Force Majeure</u>. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, fire, embargo, riot, sabotage, or failure of third party power or telecommunications networks.

8.10. <u>Compliance with Laws</u>. Each party agrees that it shall comply with all applicable laws in connection with its performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

CITIZEN SCHOOLS, INC.

OAKLAND UNIFIED SCHOOL DISTRICT

By: Title: Date:

By: David Kakishiba Title:President, Board of Education

Date:

Secretary, Board of Education
Date: [1]13

REACH INSTITUTE FOR SCHOOL LEADERSHIP

By:

Title:

Date:

OAKLAND UNIFIED SCHOOL DISTRICT Office of General Counsel By ar on Mcivillanis Attorney at Law Assistant General Counsel

File ID Number: 13-12 Introduction Date: 10/9 Enactment Number: 13 Enactment Date: _____ By: OS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and . year set forth above.

CITIZEN SCHOOLS, INC.

OAKLAND UNIFIED SCHOOL DISTRICT

By: Alrso Townley Title: Executive Director Date: 8/11/13

By: David Kakishiba Title:President, Board of Education Date:

Secretary, Board of Education

Date:

REACH INSTITUTE FOR SCHOOL LEADERSHIP

60 ollef By: Hope Executive Director Title: Date: 15

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ADDENDUM EXPANDED LEARNING TIME PROGRAM AGREEMENT

A. Conduct of Citizen Schools and Reach. Citizen Schools and REACH will adhere to the following requirements for all staff that will be on District sites:

1. Tuberculosis Screening

2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Citizen Schools services under this Agreement and Citizen Schools certifies its compliance with these provisions as follows: "Citizen Schools certifies that Citizen Schools has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Citizen Schools employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of Citizen Schools, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Citizen Schools further certifies that it has received and reviewed fingerprint results for each of its Employees and Citizen Schools has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

B. Anti-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation, and therefore the Citizen Schools and REACH agree 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, Citizen Schools and REACH agree to require like compliance by all their subcontractor(s). Neither Citizen Schools nor REACH shall engage in unlawful discrimination in employment on the basis of actual or perceived; race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation.

C. 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, CONTRACTORS, subcontractors or volunteers are to use drugs on these sites.

D. Notices: All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Repr	esentative:	Citizen Sci	hools:
Name:	Jacqueline Minor	Name:	Alison Townley
Site /Dept.:	General Counsel OUSD	Title:	Executive Director
Address: 1000 Broadway, Suite 298 Oakland, CA 94607	1000 Broadway, Suite 298	Address:	350 twin polynin pr
	Oakland, CA 94607		Redwood shover CA 7406
Phone:	510-879-8535	Phone:	City
Email:	Jacqueline.minor@ousd.k12.ca.us	Email:	alisontownly e
REACH:	Hope Tollefsond ED		Citizen Schus

each Institute 21 Preservation Park way akland, CA 94612

Name: Site /Dept.: Address: Phone: Email:

\$10 409 7080 HTollefsrud@reachinst.org

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. Citizen Schools shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

E. Status. This is not an employment contract. Citizen Schools, in the performance of the Agreement shall be and act as an independent contractor who is donating services to the District. Citizen Schools understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture 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, or state retirement system benefits. Citizen Schools 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 Citizen Schools employees. In the performance of the work herein contemplated, Citizen Schools is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work in the extended learning program/ non-instructional day, OUSD being interested only in the results obtained.

F. Insurance:

- 1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If Citizen Schools employs any person to perform work in connection with this Agreement, Citizen Schools shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

- Citizen Schools is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- Citizen Schools does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. Citizen Schools shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached.

Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against Citizen Schools. The policy shall protect Citizen Schools 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.

G. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party including without limitation, Teaching Fellows. Particularly, the District makes no representations or warranties pertaining to Teaching Fellows' work experience or eligibility for a teaching credential.

H. Confidentiality. Citizen Schools and Reach, and each of their agents, personnel, employee(s) and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the services set forth in this Agreement. Citizen Schools and Reach understand that student records are confidential and agree to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality

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shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

I. Conflict of Interest. Citizen Schools and Reach shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. Citizen Schools and Reach shall not hire any officer or employee to perform any service by this Agreement. Citizen Schools and Reach affirm to the best of each of their knowledge, there exists no actual or potential conflict of interest between Citizen Schools' or Reach'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. Through its execution of this Agreement, Citizen Schools and Reach acknowledge that they are each familiar with the provision of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California and certify that it does not know of any facts which constitute a violation of said provisions. In the event Citizen Schools or Reach receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Citizen Schools and Reach respectively agree it shall notify the District in writing.

Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the J. person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all K. counterparts together shall be construed as one document.

OAKLAND UNIFIED SCHOOL DISTRICT

David Kakishiba President, Board of Education Date

Citizen Schools Signature

Citizen Schools

4.11.13

Date

Secretary, Board of Education

Date

Son Townley ED Print Name, Title

Reach I Blight 9/17/13 Date Tollefsnid, Executive Director ie

Approved as to Form

Marion L. McWilliams **Deputy General Counsel**

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J. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

K. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

OAKLAND UNIFIED SCHOOL DISTRICT

Citizen Schools

Citizen Schools Signature

Date

Secretary, Board of Education

President, Board of Education

Print Name, Title

Reach

Reach Signature

David Kakishiba

Date

Print Name, Title

Approved as to Form

Marion L. McWilliams Deputy General Counsel

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