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

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date March 12, 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

For the past four years, The District’s Expanded Learning Office has been using a tool called Quip to enable collaboration in the development of after school program plans and budgets for each school site and each school year. While this has allowed for more efficiency over the previous system involving paper documents going back and forth between school sites, after school lead agencies, and the Expanded Learning Office, it didn’t solve for getting the data from these program plans and budgets back into the Salesforce database used by the Expanded Learning Office for tracking after school services.

The purpose of this Agreement will be to convert these processes currently housed in Quip to Salesforce screen flow processes within the Expanded Learning Office’s Salesforce Experience site. This will allow for continued collaboration on after school program plans and budgets, while eliminating the need for manual entering of data from the program plans into the Salesforce environment.

Term Start Date: March 13, 2025
End Date: June 30, 2025

Not-To-Exceed \$65,625.00

Amount

Funding Source(s) Resource 2600 – Expanded Learning Opportunities Program in the amount of \$65,625.00

Competitively Bid Yes No

If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$109,300, 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) Action Item included in Board Approved SPSA (no additional documentation required). If so, enter Item Number: _____
 Action Item added as modification to Board Approved SPSA. If so, school site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

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

Attachment(s)

- 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, “VENDOR 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: 2/12/2025

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: Jennifer Brouhard Signature: _____
Position: President, Board of Education Date: _____
 Board President (for approvals)
 Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: _____
Position: Superintendent and Secretary, Board of Education Date: _____

Template Approved as to form by OUSD Legal Department

**SERVICES AGREEMENT
EXHIBIT A**

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

VENDOR: Servio Consulting, LLC

1. **Services.** Describe the SERVICES VENDOR will provide: See attached Statement of Work

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: March 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 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: June 30, 2025

3. **Compensation.**
a. The basis for payment to VENDOR shall be:
 Hourly Rate: _____ 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): \$32,812.50 due at contract execution; \$16,406.25 due on month after execution; \$16,406.25 due at deployment to production database
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: \$65,625.00

13. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

With a copy via email: ousdlegal@ousd.org

VENDOR

Name/Dept: Servio Consulting, LLC

Address: 14 Hickory Street

City, ST Zip: Frankfort, IL 60423

Phone: 815-770-2666

Email: leslie.buenz@servioconsulting.com

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.

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).

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:

2/7/2025

Services Performed By:

Servio Consulting, LLC
14 Hickory St Frankfort, IL 60423

Services Performed For:

Oakland Unified School District
1000 Broadway Oakland, CA
94607 United States

This Statement of Work (SOW) is issued pursuant to the Consultant Master Agreement between Oakland Unified School District (OUSD) and Servio Consulting (Servio) effective 2/7/2025 (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This Statement of Work (hereinafter called the "SOW"), effective as of 2/7/2025, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.



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

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Company Overview

Servio Consulting, LLC (Servio) is proud to propose our solution to Oakland Unified School District. 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.

- Servio has been in business since 2016.
- Servio is 100% Woman-owned
- Servio consists of all US based resources

Below are examples of some of the services provided by Servio, in relation Salesforce Education Cloud

Services
Customization Services
Account Engagement
Salesforce® Administration and Development Services
Integration Services and Data Migration Services
Salesforce® Assessment and Implementation
Training
Managed Services

Experience and Support



Servio's Education Cloud Experience

Servio is proud to announce that we were hand-picked by the Salesforce Education Team to be one of their Education Cloud Design Partners. We are one of the early adopters of Education Cloud and have been working alongside Salesforce to provide testing, feedback and represent our client base on future functionality requirements.

In addition to being a Design Partner, Servio holds 1 of 25 seats globally on the *Partner Leadership Council for Education Cloud*. This council is comprised of executive level members of the Salesforce Education Partner Program and is focused on helping deliver the future strategies of Education Cloud.

Servio has extensive experience in the Education Industry utilizing the Salesforce® platform from K-12 to Higher Education including boarding schools, charter schools and specialty schools. This includes taking the student through the system from recruitment to nurturing alumni and donor relationships.

Project Management Approach



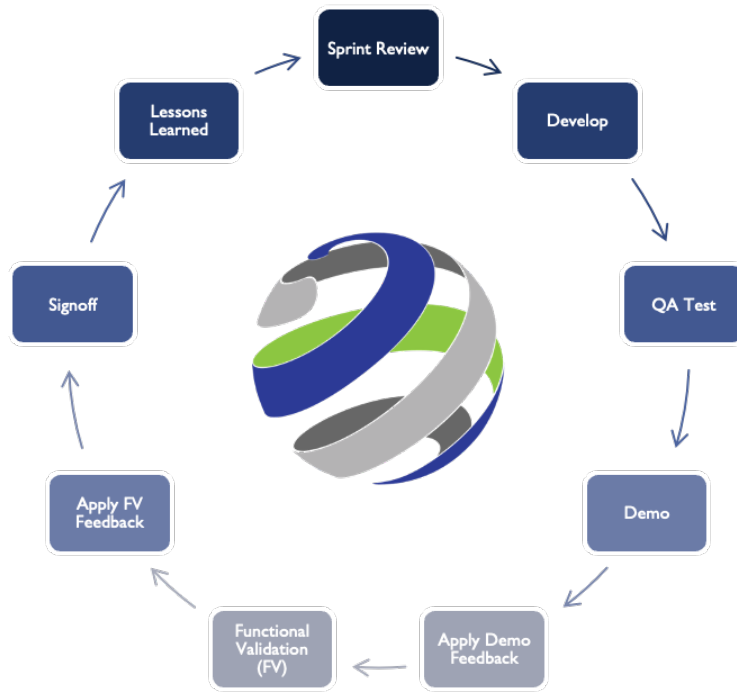
Ci2i is our methodology that follows a "wagile" approach to create a collaborative and engaging experience for our teams during the project.

Hybrid/Adaptive Project Management Framework

Servio's Ci2i Methodology is a "Wagile," or Hybrid methodology. It is a hybrid of the best of Waterfall and Agile. The benefits of the Wagile approach are reviewing the functionality early in the process and OUSD will have hands on access before standard testing in a typical waterfall approach. This helps with any misalignment in expectations and the ability to make modifications earlier than a traditional waterfall methodology approach.

Configuration components are grouped into sprints. The development is done during each of these sprints and each sprint has a step of being demonstrated to the OUSD team, then a functional validation test is performed by the OUSD team. That feedback is gathered, and updates made.

Once all development sprints (including reports and dashboards) and integration workstreams are complete, it all comes together in a User Acceptance phase where everything is tested end to end.



Project Organizational Chart & Governance



Project Management Tools

Servio will utilize the following tools/solutions throughout the life of the project:

- **Asana:** Project Management Solution used to track the project plan, RAID Log, Functional Validation Testing results/feedback, and User Acceptance Testing (UAT).
- **SharePoint:** Shared document repository
- **PowerPoint:** Weekly status reports
- **Copado:** Salesforce deployment tool
- **Excel:** Change control log

Vendor Risk Assessment

Risks are a factor in all system implementations. Rigorous risk management is what helps mitigate those risks. At Servio, we use Asana as our project management tool and we manage risks in a RAID (Risk, Actions, Issues, Decisions) log. This RAID log is shared with our clients for transparency. We manage these risks in multiple ways. One is the RAID log detailing the impact and probability of the risk occurring. Another is to have a mitigation plan for each item to prevent the risk becoming an issue. Our standard governance model is also built around monitoring risks.

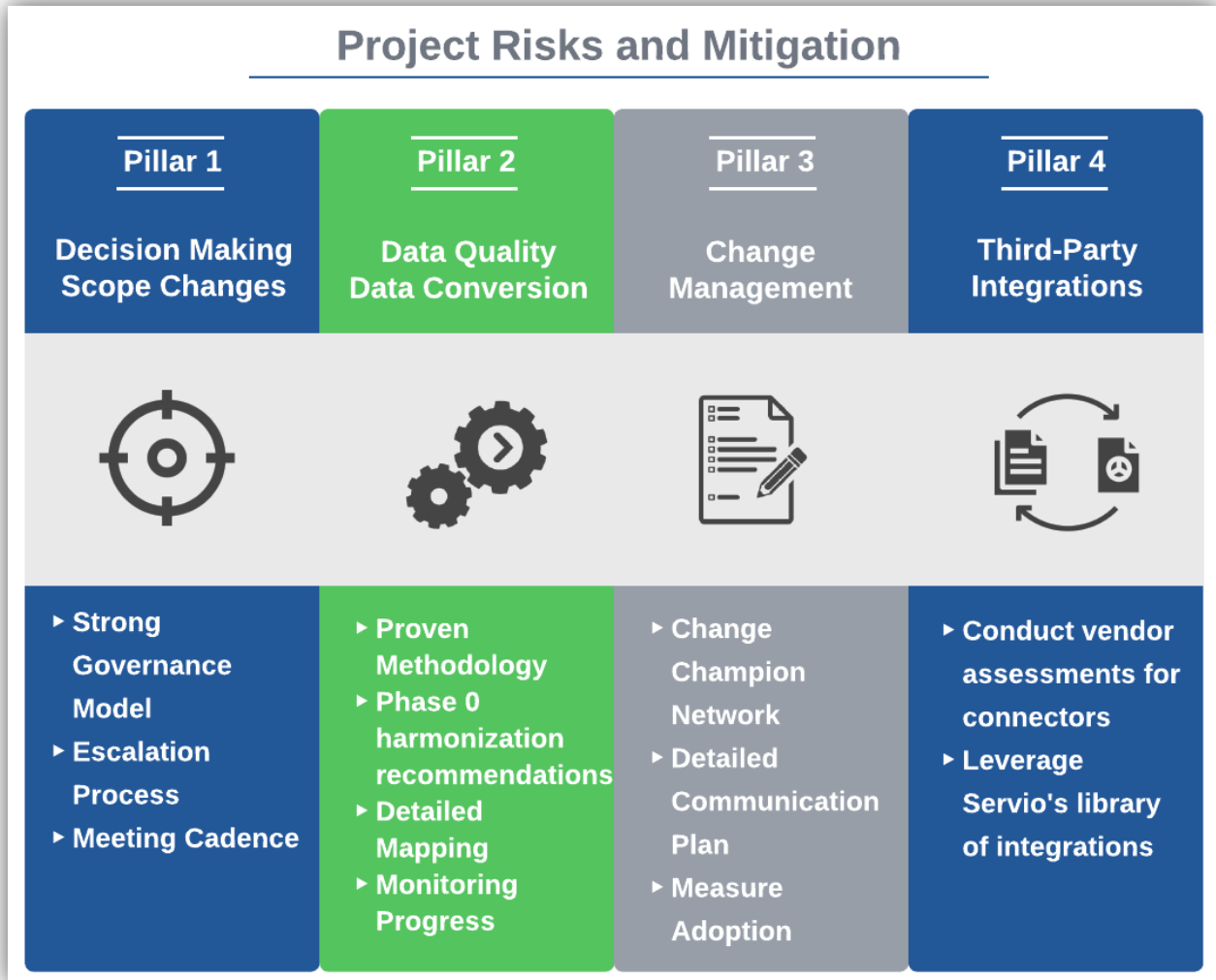
The Servio Governance model is a multi-faceted approach to overseeing the project. Here are key steps of creating our Governance model:

- Naming a Client Project Manager and Servio Project Manager early in the process
- Identifying the project team resources and ensuring there are no gaps.
- Setting up the project communication plan (i.e., meeting cadence, audience, and agenda). These include:
 - Weekly Project Manager touch base
 - Internal Status Meetings - weekly
 - Internal Servio leadership – weekly portfolio review
 - Internal Servio Daily Standups for Project Managers and Business Analysts
 - Joint Status Meetings – weekly after the Solution Design is signed off.
 - Steering Committee Meetings – biweekly or monthly as agreed upon.
- Risks and Issues will be escalated as necessary following this process:
 - A risk or issue is identified and assessed.
 - It is reviewed by the project team and assigned to a Subject Matter Expert on the Client side or a consultant on the Servio side. Most issues can be resolved at this level.
 - If it cannot be resolved at that level, it is escalated to the Project Management team.
 - If the Project Management team cannot resolve the issue it is escalated to the Steering Committee.
 - If needed, the Executive Sponsors will make the final decision to resolve the risk or issue.

Potential Risks, Types, and Phase

- **Data Quality/Data conversion** – could come as early as Sprint Development Cycle 2 when preparing for the first Functional Validation test. This is a risk with the OUSD team.
- **Third party integrations** – this could also become an issue around Sprint Development Cycle 2. This is the timing of pulling data into Salesforce. This is a risk primarily an external risk with the third-party vendor.

- Decision Making /Scope changes – these could happen at any time. The later in the project the scope change is introduced the more of an impact it can have. This is an internal risk.
- Change Management – typically recognized as an issue during deployment. These are typically an internal OUSD risk.



Mitigation Strategy

- Data Quality/Data conversion
 - Identify all data sources.
 - Assess data cleanliness.
 - Is there a need for harmonization of data if there are multiple data sources? This is a good Phase 0 activity to prepare for a successful implementation.
 - Introduce the requirements and mapping documents early in Sprint Development Cycle number 1. Discuss progress on weekly status meetings.
 - If full files will be challenging for the Sprint Development Cycles or User Acceptance Testing Phases, prepare a smaller sample file with a detailed plan for production files.

- Third-party integrations.
 - Identify all third-party vendors that will have integrations developed or an API used.
 - Does the current product allow for API connections?
 - Does the current support model include answering questions about API connectors?
 - If an API connection is not available, what is the preferred method for integrations between Salesforce and that product?
 - Servio has integrated with many different systems in the past and leverages their library of tools for all new implementations.
- Scope changes.
 - Leveraging a strong change control process is the first step in managing scope. Any changes to scope will be reviewed with the Steering Committee before making a final decision to formally change the scope.
 - The change control process is as follows:
 1. Identify the change.
 2. Assess impact of the change outlining effort and time needed to add the scope.
 3. Outline the impact of not approving the change at that stage and what are the benefits of the change.
 4. Review with the Steering Committee.
 5. If approved, adjust the plan accordingly. If not approved add to a future roadmap or close the request.
 - The Servio Ci2i Methodology provides the ability to see the configuration in each Sprint Development Cycle and validate the functionality prior to User Acceptance Testing when everything is pulled together. This allows scope adjustments early in the project when the impact is not as great.
- Decision Making
 - How does OUSD make decisions? Are they consensus driven or more hierarchical? Servio recommends following the Project Organizational Structure to create a strong governance structure and process.
 - The project communication plan (regularly scheduled meetings: project management touch base, status meetings and steering committee meetings) will provide the forums to review any decisions that need to be made and what may be a blocker to progress.
 - The governance model outlined above helps ensure decisions are made timely and any issues are escalated properly.
- Change Management
 - Adoption of the system is important. If the system is not used at its fullest potential at go-live, then the return on the investment may not be realized. To mitigate the risk Servio recommends that OUSD assign as many power users as part of the implementation team to get early hands-on experience.
 - Identify a change champion network and leverage that network for communications.
 - Create and execute detailed communication and training plans.
 - Measure adoption at go-live and adjust as needed.

Training

End-User Training

Intended Audience: All End Users
Session Length: 2 Hours
Max Participants: 12
Number of Sessions: 2
Delivery Method: Web Conference*

**On Site training available at T&E.*

End-User training starts with the very basics of how to log in to the platform and, after a few hours, users will leave with a complete understanding of how to operate your new Salesforce platform. Servio will not only provide a recording of the training, but also provide a custom user-guide for future reference.

This live training is delivered by our Business Analysts who have been engaged with every detail of your project from the very start. They create a training plan customized to your build based on feedback collected during previous testing and their in-depth knowledge of your project.

If maximum participants is exceeded, a train the trainer approach or additional training hours bucket is required.

Basic Reporting Training

Intended Audience: Reporting “Super Users”
Session Length: 2 Hours
Max Participants: 12
Number of Sessions: 1
Delivery Method: Web Conference*

**On Site training available for an additional fee.*

Users who will have the ability to create or edit reports are recommended to attend this training. Once again, it will be delivered live by Servio Business Analysts and will include a reporting user guide.

After this training, users will have ability to:

- Create/Edit Reports
- Share Reports within Salesforce
- Export Reports
- Create/Edit Dashboards

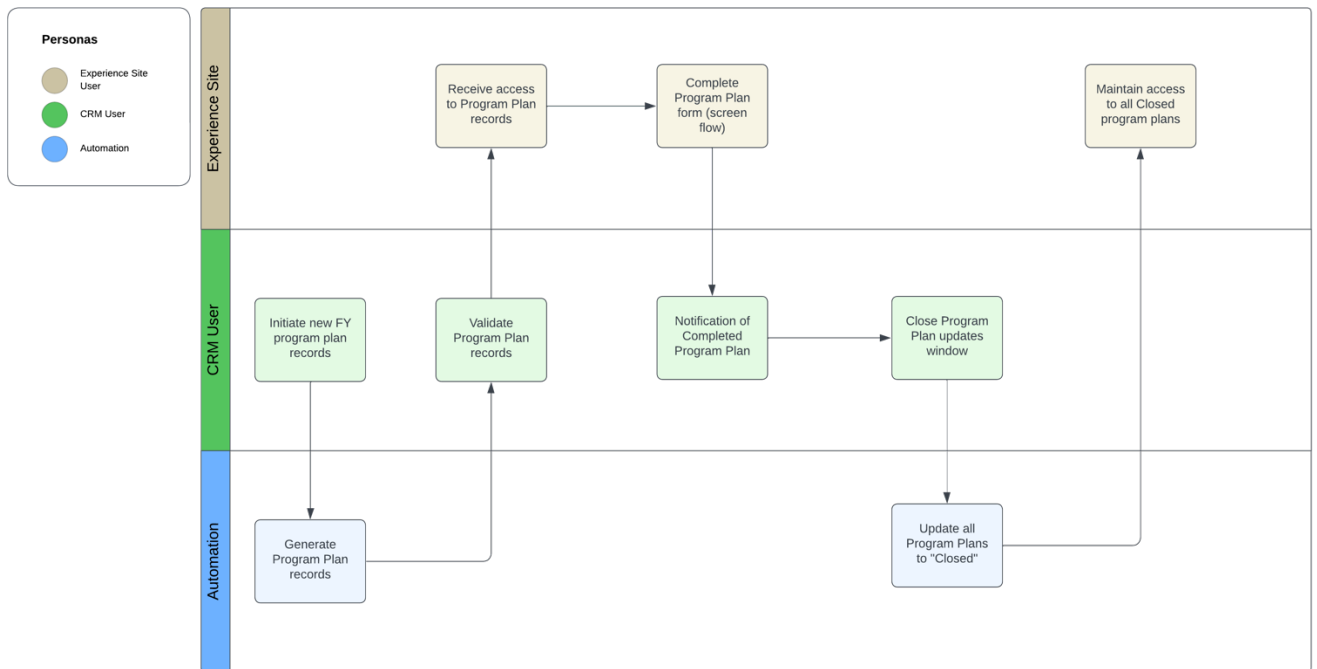
Technical Training

Intended Audience: Admin Users
Session Length: 2 Hours

Max Participants: 6
 Number of Sessions: 2
 Delivery Method: Web Conference*
 *On Site training available for an additional fee.

This training is meant to familiarize your Administrator Users with the technical, behind-the-scenes aspects of your new Salesforce Org. We will cover the details on how your org was configured by our developers (Data Model, Page Layouts, Automations). A technical guide will also be provided for future use.

Solution Summary



Servio Consulting is proposing its services to OUSD to replace the current Quip functionality with screen flows inside of the existing ELP experience site. These experience site updates will allow external users to navigate their program plans and budgets, submit information for these assets, and review data from years past. By bringing this submission process into the experience site, OUSD is creating an environment for structured data, allowing for better reporting and a reduction in manual data entry into the CRM. Additionally, internal admins will be enabled to perform functions in bulk such as program plan creation and status updates, which were previously performed manually within the Quip product.

User Stories

Role Topic	User Story	Expected Results
Internal user	As an internal admin and user, I can review submitted data for both program plans and budgets without having to manually copy/paste data into the CRM.	<ul style="list-style-type: none"> Flows submitted in the portal will populate data inside the environment on submission with status inputs to notify internal users when they are complete.
Portal User	As a portal user, I can access program plans for the school sites I am associated with and submit information directly into the solution.	<ul style="list-style-type: none"> Screen flow for program plan submission via the experience site. Security to only allow access to the program plans to users who need them as this portal serves multiple functions across OUSD.
Portal User	As a portal user, I can submit budget numbers for next year's budget in one continuous screen. These budget numbers will roll-up to subtotal that I can review while submitting numbers, so that I can ensure I am entering the correct amounts.	<ul style="list-style-type: none"> Budget entry to take place in a screen flow with reactive formulas that update while the user is inputting new values into the solution.
Internal Admin	As an admin, I can access functions that will allow me to freeze all program plans and budgets for a school year at once, so I do not have to manually find and update each individual record.	<ul style="list-style-type: none"> Automation accessible through the program plans internal app that will allow admins to update program plan and budget records in bulk.
Internal Admin	As an Admin, I can create next year's program plans and budgets in bulk at the beginning of the cycle, so I don't have to manually set up each instance of a plan for each site.	<ul style="list-style-type: none"> Automation accessible through the program plans internal app that will allow admins to create new program plans and budget records in bulk.

Project Approach

The project starts with validation meetings between OUSD and Servio. These meetings will be held to lay out expectations for both parties during the length of the project. This includes OUSD confirming their needs and requirements, while also giving Servio an opportunity to ask crucial questions.

Project Scope

- Salesforce EDA Configuration
- Training Sessions
- Go-Live

Project Deliverables

- Requirements Validation Sessions (Up to 6 Hours of Sessions)
 - User Story refinement to follow
- Create Project Plan and Task List Utilizing Asana
- Training Sessions as defined above
- Salesforce and Training Documentation Guide

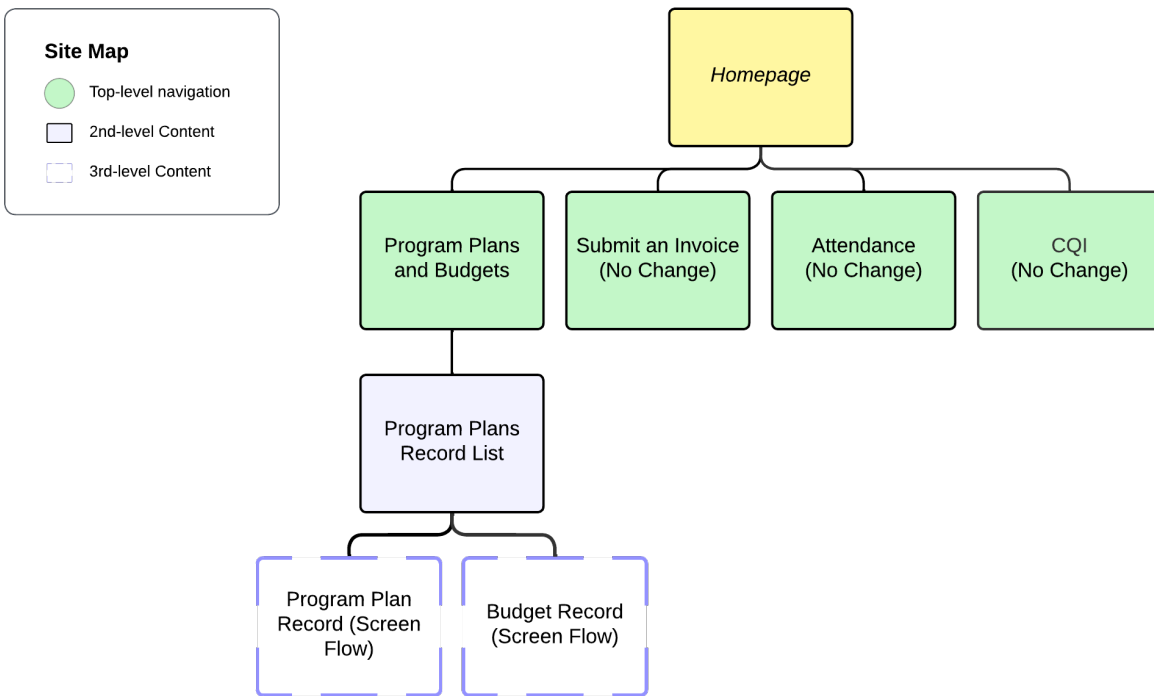
Salesforce EDA Updates

- Program Plan Data Model Updates
 - Data Model to support intake of full program plan data into the CRM.
- Automation for Creation of Program Plans
 - Develop automation to generate new program plan records on an annual basis, initiated by an admin user.
- Automation for closure of program plans
 - Develop automation to lock all program plan records for the school year at once, initiated by an admin user.
- Program Plan Admin Lightning App
 - Lightning app purpose built for the administration of program plans inside the EDA environment.
- Screen Flow – Program Plan
 - Develop (1) screen flow for the intake of new program plan data, to be used within the experience site.
- Screen Flow – Budget Submission
 - Develop (1) screen flow for the intake of budget numbers, to be used within the experience site.
- Setup Security
 - System Administrator
 - Experience Site User
- Reports and Dashboards (Up to 20 hours)
- Test and Verify

Experience Site Updates

Experience Cloud – Program Plan Entry

- Use Case
 - Principals and 3rd party constituents will be enabled to login to the existing ELP Experience Site (Community) to review and submit program plan and budget records for the upcoming school year and summer programs. Additionally, these users will be able to review locked records for years past. Historical data will only be available for program plans and budgets entered via this screen flow or data manually entered into Salesforce (OUSDforce).
- Experience Site User Creation (experience cloud)
 - Manual Creation
- Branding
 - One Branding Set
- Audiences
 - Audiences will be configured to show and hide program plan and budget functionality for users who should have access to the program plan data.
- Site Map
 - Anticipated Site Map



Pre-Deployment Activities

- Conduct Training: End User Training
- Test: Develop Test Plan and Run UAT

Deployment Support

- Move to Production

- ❑ **Managed Services:** Servio's Managed Services team will provide post-implementation support of up to 40 hours to be used within two weeks after implementation. Additional support can be purchased by extending the Managed Services agreement.

Project Timeline: 8 to 12 Weeks

Project Cost

Service	Estimated Cost
Implementation	\$65,625

Implementation Payment Terms

Milestone	Percentage	Cost
Signing of Contract	50%	\$32,812.50
Month 1 (1 st of the Month)	25%	\$16,406.25
Deployment to Production	25%	\$16,406.25

Client Responsibilities & Project Delays

The success of this project depends on timely collaboration between Servio Consulting ("Consultant") and OUSD ("Client"). The Client agrees to provide all necessary information, feedback, approvals, and assigned tasks ("Client Deliverables") within the agreed-upon timeline.

If Client Deliverables are not provided within 72 hours of the requested due date, Servio Consulting reserves the right to issue a Change Order to account for the delay. The Change Order will include an additional fee of \$175 per hour for each day the delay impacts project timelines, as Servio Consulting has dedicated resources allocated to the engagement. Delays in Client Deliverables may also result in an extension of the project timeline.

Likewise, if Servio Consulting causes a delay due to resource availability or other internal factors, we will work in good faith to mitigate the impact at no additional cost to the Client and will communicate any necessary adjustments to the timeline as soon as possible.

Neither party shall be held responsible for delays due to circumstances beyond their reasonable control, including but not limited to force majeure events.

General Assumptions

- Development freeze will take place one week after User Acceptance Testing.
- Once defined and agreed upon after discovery, go-live date will not be moved without a change order and signature from both parties.
- For implementations into existing environments, Servio will perform an org analysis of up to 10 hours. Change order may be required upon findings of the org analysis.
- Out of Scope items are treated as a change order that requires approval from both parties.
- OUSD will respond to requests for information within 72 hours.
- Custom development, including programmatic development, is not included in this implementation. Some examples of programmatic development include Apex, Visualforce, or JavaScript.
- Timely user acceptance testing (UAT) to be conducted by Client and only Priority One Go Live issues will be addressed for go-live. OUSD will sign off on the completion of UAT.
- The Client will assign a project lead/project manager to the project to facilitate tasks and ensure Client deliverables are met on time.
- Servio will utilize their own instance of the following tools for the duration of the project:
 - Asana
 - Copado
 - SharePoint
- Client Subject Matter Experts (SMEs) shall be available as necessary to:
 - Attend meetings
 - Provide feedback
 - Approve deliverables
 - Validate findings
 - Test deliverables as appropriate
- All system and project deliverables will be completed in English.
- OUSD will provide Servio with a minimum of 2 Salesforce licenses, at no cost to Servio, for the duration of the implementation and the Post-Production Support.
- Go-live delays due to the integration of data to/from the Salesforce environment will result in a change order.
- Go Live is defined as the delivery of the product to the Client after completion of Training and the Move to Production. Training must occur within one week of the movement to production. At this point, 40 hours of Go Live Support via Managed Services begins.
- Point-in-Time comparison reporting is out of scope for this project. (For example; How many open cases do we have on 5/1/2021 compared to 5/1/2022?)
- Development for Reports and Dashboards will not exceed 20 hours.
- Client will provide samples of all requested reports prior to Discovery.
- All 3rd party products will be identified and contracts signed before development begins.
- Client gives access to the Salesforce production environment during Discovery period.

Out of Scope

- Data Migration

Why Servio?

As you make your decision on potentially choosing Servio as your Salesforce partner, we hope you keep in mind that the Servio team feels that we are the long-term, trusted advisor that you truly need. Servio is confident we will provide the tools, the guidance, and the experience needed to turn your ideas into solutions. We will collaborate closely with your team to define the requirements for your project and truly become an extension of your institution.

Servio's solutions are built for future success. Servio builds all solutions with the point-and-click tools provided by Salesforce. Code 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 their solutions.

Approvals

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Oakland Unified School District

SERVIO CONSULTING, LLC

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Version Control

Version	Date	Description
1	2/7/2025	-Original



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.

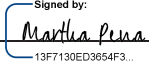
Tuberculosis Risk Assessment is required for all contractors who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one-time speaker.

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: 2/12/2025

Approval (Chief/Deputy Chief with delegated contract authority)

OUSD Representative’s Name _____ Title: _____

OUSD Representative’s Signature _____ Date: _____

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)

09/25/2024

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	
INSURED Servio Consulting LLC 14 Hickory St Frankfort IL 60423	INSURER A: State Farm Fire and Casualty Company	NAIC # 25143
	INSURER B: State Farm Mutual Automobile Insurance Company	25178
	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:			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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			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 OCCUR CLAIMS-MADE 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 OTH-ER 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**CANCELLATION**

Oakland Unified School District

1000 Broadway, Suite 150
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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