

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	26-0645
Introduction Date	04-22-2026
Enactment Number	
Enactment Date	




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## Memo

**To** Board of Education

**From** Denise Gail Saddler, Ed.D., Interim Superintendent  
 Preston Thomas, Chief Systems & Services Officer  
 Sele Nadel-Hayes, Executive Director, of Facilities

**Board Meeting Date** April 22, 2026

**Subject** Amendment No.1, Services Agreement 2025-2026 – A-Tech Consulting – Risk Management  
 Environmental Testing District-Wide Project – Division of Facilities Planning and  
 Management

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**Action Requested** Approval by the Board of Education of Amendment No. 1, Services Agreement 2025-2026 by and between the District and A-Tech Consulting, Oakland, CA, for the latter to provide sequential sampling of all drinking fountains and filtered water stations, including water sampling, laboratory analysis, logistics, and reporting at each site. Services also include proper labeling and site-specific documentation, as outlined in the Proposal dated January 28, 2026, attached to this Amendment as Exhibit A, in an additional total amount of \$357,280.00, increasing Agreement’s total not-to-exceed amount from \$50,000.00 to \$407,280.00. All other terms and conditions of the Agreement remain in full force and effect.

**Discussion** This Amendment is for sampling and testing all drinking fountains and filtered water stations district-wide services.

**LBP (Local Business Participation Percentage)** Waived

**Recommendation** Approval by the Board of Education of Amendment No. 1, Services Agreement 2025-2026 by and between the District and A-Tech Consulting, Oakland, CA, for the latter to provide sequential sampling of all drinking fountains and filtered water stations, including water sampling, laboratory analysis, logistics, and reporting at each site. Services also include proper labeling and site-specific documentation, as outlined in the Proposal dated January 28, 2026, attached to this Amendment as Exhibit A, in an additional total amount of \$357,280.00, increasing Agreement’s total not-to-exceed amount from \$50,000.00 to \$407,280.00. All other terms and conditions of the Agreement remain in full force and effect.

**Fiscal Impact** Fund 21 Building Funds, Measure J

**Attachments**

- Amendment No. 1, including Exhibits
- Routing Form
- File ID: 25-2732

**Memorandum:**

**Date:** 7/17/2025

**To:** Sterling Carter

**CC:** David Colbert, Colland Jang, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

**From:** Tiffany Knuckles

**Subject:** LBU Memo - Project #25048 - Various School Sites - Lead Abatement Project

As per the Oakland Unified School District's Local Business Policy Program Requirements - BP 7115: There is a fifty (50)% minimum participation requirement for all formally bid public works construction contracts over \$45,000 and formally solicited construction related professional services contracts, including, but not limited to, architects, construction managers, inspectors, testing labs and geotechnical engineers, over \$84,100. All informal construction contracts below \$45,000 and all informal construction related professional services contracts below \$84,100.00 will include outreach to certified local firms such that a minimum of three local certified firms are included in the solicitation.

The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction with the following project(s):

**Project:** 25048      **Project Site(s):** Various School Sites

**Name:** Lead Abatement Project

**Analysis:**

It has been determined that the projected dollar amount for the above identified contract falls below the Local Business Policy determined threshold for construction related professional service contracts and/or construction contracts. Given this information, the above listed project/company shall be considered exempt from the 50% minimum Local Business Participation requirement. If the firm selected to provide services for the project outlined above is indeed a certified, local firm(s), then their work may count as an LBU value add for the District; however participation is not required.

**LBU Recommendation:**

**EXEMPT (Threshold)**

If you have any questions, please feel free to contact our team at any time.

Sincerely,

**Tiffany Knuckles**

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance

## AMENDMENT NO. 1

### TO THE SERVICES AGREEMENT 2025- 2026

This Amendment is entered into between the Oakland Unified School District and **A-Tech Consulting, Inc.** ("Contractor") to amend the **Services Agreement 2025-2026** between the District and the Contractor dated **December 10, 2025** ("Agreement"), for the **Risk Management Environmental Testing District-Wide Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. **Services:**             The scope of work is unchanged.                             **The scope of work has changed.**  
**If scope of work changed:** Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.  
 The CONTRACTOR shall provide the following amended services: to provide sequential sampling of all drinking fountains and filtered water stations, including water sampling, laboratory analysis, logistics, and reporting at each site. Services also include proper labeling and site-specific documentation, in accordance with the proposal dated January 28, 2026, which is attached to this Amendment as Exhibit A.

2. **Terms (duration):**     The term of the contract is unchanged.                             The term of the contract has changed.  
**If term is changed:** The contract term is extended by \_\_\_\_\_.

3. **Compensation:**       The contract price is unchanged.                             The contract price has changed.  
**If the compensation is changed:** The not to exceed contract price is  
                                   Increased by: **Three Hundred Fifty-Seven Thousand Two Hundred Eighty Dollars No/100 (\$357,280.00)**.  
                                   Decreased by \_\_\_\_\_ dollars and no/100 (\$ \_\_\_\_\_).  
 Prior to this amendment, the not-to-exceed total contract price was **Fifty Thousand Dollars No/100 (\$50,000.00)**, and after this amendment, the not-to-exceed total contract price will be: **Four Hundred Seven Thousand Two Hundred Eighty Dollars No/100 (\$407,280.00)**.

4. **Amendment History:**  
 **There are no previous amendments to this Agreement.**     This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

5. **No Further Modifications.** Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.
6. **Entire Agreement.** This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.
7. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

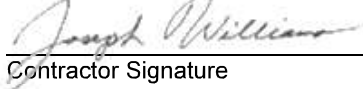
8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

**OAKLAND UNIFIED SCHOOL DISTRICT**

**CONTRACTOR: A-Tech Consulting**

\_\_\_\_\_  
Jennifer Brouhard, President,  
Board of Education

\_\_\_\_\_  
Date


  
\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
3/5/2026  
Date

\_\_\_\_\_  
Denise Gail Saddler, Ed.D., Interim Superintendent  
and Secretary, Board of Education

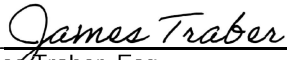
\_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph Williams, VP of Operations  
Print Name, Title

  
\_\_\_\_\_  
[Preston Thomas \(Mar 27, 2026 09:29:49 PDT\)](#)  
Preston Thomas, Chief Systems &  
Services Officer

\_\_\_\_\_  
Mar 27, 2026  
Date

**Approval as to form:**

  
\_\_\_\_\_  
James Traber, Esq.,  
Facilities Counsel

\_\_\_\_\_  
3/11/2026  
Date

**EXHIBIT "A"**  
**Scope of Work for Amendment**

**Contractor Name: A-Tech Consulting**

1. Detailed Description of Services to be provided: To provide sequential sampling of all drinking fountains and filtered water stations, including water sampling, laboratory analysis, logistics, and reporting at each site. Services also include proper labeling and site-specific documentation, in accordance with the proposal dated January 28, 2026, which is attached to this Amendment as Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

# PROPOSAL

## Limited Lead in Drinking Water Assessment

### Oakland Unified School District

1011 Union Street, 79 Sites

City of Oakland  
County of Alameda  
State of California

Proposal Number: ATCH-26-0099

January 28, 2026



Prepared For:

**Oakland Unified School District**



**A-Tech Consulting, Inc.**  
www.atechinc.net (800) 434-1025

CALIFORNIA • OREGON • WASHINGTON • NEVADA • ARIZONA • TEXAS



A-Tech Consulting, Inc.

# Creating a Safer Tomorrow, Today



EMERGENCY RESPONSE

FAST TURNAROUND

INNOVATIVE DATA

## INDUSTRIAL HYGIENE

- Hazard Assessment
- Water Hygiene & Resources
- Asbestos
- Mold & Bacteria
- Lead
- Public Health
- Radiation
- Smoke & Soot

## ENVIRONMENTAL ENGINEERING

- Due Diligence & Site Assessments
- Environmental Sampling & Analysis
- Environmental Remediation
- RCRA Facility Investigation
- Waste Characterization & Management
- Groundwater Monitoring & Remediation

## HYDROGEOLOGY

- Groundwater Quality Assessment (PFAS)
- Hydrogeologic & Hydrologic Modeling
- Groundwater Resources Management
- Hydrogeologic Evaluation & Basin Characterization
- Stormwater Management
- Water Supply Wells

## HEALTH & SAFETY

- Construction Health & Safety
- Occupational Health & Safety
- Health & Safety Management
- Health & Safety Training



800.434.1025 | [atechinc.net](http://atechinc.net)





# A-Tech Consulting, Inc.

January 28, 2026

Oakland Unified School District  
1011 Union Street  
Oakland, CA 94607-2236

Attn: Ms. Rebecca Littlejohn

Re: Oakland Unified School District, Limited Lead in Drinking Water Assessment

## SCHOOL LIST: 79 SITES

- Joaquin Miller Elementary School
- Laurel Elementary School
- Redwood Heights Elementary School
- Grass Valley Elementary School
- Piedmont Elementary School
- Emerson Child Development Center
- Thornhill Elementary School
- Montclair Elementary School
- Life Academy
- United for Success
- Jefferson Child Development Center
- PEC Young Adult Program
- Oakland High School
- Cleveland Elementary School
- Bella Vista Child Development Center
- Bella Vista Elementary School
- Lockwood STEAM Academy
- Lockwood Child Development Center
- CCPA
- Hintil Kuu Ca Child Development Center
- Carl Munck Elementary School
- Ralph J. Bunche Elementary School
- West Oakland Middle School
- MLK Preschool
- MLK Elementary School
- Garfield Preschool
- Garfield Elementary School
- Edna M. Brewer Middle School
- Crocker Highlands Elementary School
- Arroyo Viejo Child Development Center
- East Oakland PRIDE Elementary School
- Brookfield Elementary School
- Allendale Elementary School
- Allendale Preschool
- Peralta Elementary School
- Sankofa Child Development Center
- Sankofa United
- Esperanza Elementary School



## A-Tech Consulting, Inc.

- Fred T. Korematsu Discovery Academy
- Stonehurst Child Development Center
- McClymonds High School
- Castlemont High School
- Lincoln Elementary School
- Yuk Yau Child Development Center
- Melrose Leadership Academy (Sherman)
- Melrose Leadership Academy (Maxwell)
- Fremont High School
- ACORN Woodland Elementary School
- Acorn Woodland Preschool
- Encompass Academy
- Greenleaf TK-8
- International Community School
- Think College Now Elementary
- International Child Development Center
- Glenview Elementary School
- Laurel Child Development Center
- Roosevelt Middle School
- Kaiser Child Development Center
- Oakland Tech (Upper and Lower)
- Emerson Elementary School
- Sequoia
- Oakland International High School
- Fruitvale Elementary School
- Fruitvale Child Development Center
- Urban Promise Academy
- Hillcrest K-8
- Global Family School
- Elmhurst United Middle School
- REACH Preschool
- Burckhalter Elementary School
- Markham Elementary School
- Bret Harte Middle School
- Manzanita CDC
- Frick United Academy of Language
- Oakland Academy of Knowledge
- Centro Infantil CDC
- Academy of Knowledge Preschool
- LIFE Academy
- United for Success Academy

Thank you for allowing A-Tech Consulting, Inc. (*A-Tech*) the opportunity to provide you with a cost proposal. The cost proposal is prepared in response to your request that *A-Tech* conduct the Limited Lead in Drinking Water Assessment at the above-referenced site.

Based on the information provided, the following professional services are proposed:



**LIMITED LEAD IN DRINKING WATER ASSESSMENT**

- Collection of water samples by a California Department of Public Health (DPH) lead-certified technician, utilizing Environmental Protection Agency (EPA) sampling protocols.
  - *A-Tech* will require access to all locations.
  - Children may not be present at the time of sampling.
  - No water outlets (including outlets not sampled) shall be used until all sampling activities have been performed.
- Testing procedures, guidelines, reporting, and forms will be in accordance with Assembly Bill (AB) 2370, Chapter 676.
  - Written Directives for Lead Testing in Child Care Centers.
  - External Water Sampler Self-Certification Form (LIC 9275) – indicating the certified water sampler has the knowledge and experience to conduct water sampling.
  - Child Care Center Sampling Checklist Form (LIC 9276) – indicating all required procedures and guidelines have been followed during sampling activities.
- Water samples will be submitted to a California Environmental Laboratory Accreditation Program (ELAP)-accredited laboratory based on a standard 24-Hour / 5-10-Day laboratory analysis.
- All results of lead testing shall be posted on the California State Water Resources Control Board’s website.
  - *A-Tech* shall work with an ELAP certified laboratory who will provide results of lead testing to the following:
    1. Electronically to the State Water Board.
    2. The Certified External Water Sampler (via email or paper).
    3. The licensed Child Care Center (via email or paper), if requested.
- Prepare a technical summary report to include additional sample locations, conditions evaluations, and remedial recommendations, if needed.

**PRICING**

Based on the information gathered, the following professional consulting services are proposed:

**LIMITED LEAD IN DRINKING WATER ASSESSMENT**

Item	Price		Qty	Line Total
Principal Hygienist	\$180.00/Hour	X	22	\$3,960.00
Environmental Project Management	\$145.00/Hour	X	39	\$5,655.00
Environmental Technician	\$120.00/Hour	X	600	\$72,000.00
Environmental Technician, Overtime	\$180.00/Hour	X	100	\$18,000.00
Environmental Technician (Revisits Included)	\$0.00/Hour	X	106	\$0.00
Lead Water (AAS) 24-Hour Laboratory Analysis	\$85.00/Sample	X	36	\$3,060.00
Lead Water (AAS) 5-10-Day Laboratory Analysis	\$45.00/Sample	X	4,748	\$213,660.00
Report Preparation & Administrative	\$95.00/Hour	X	431	\$40,945.00

**Total: \$357,280.00**



A-Tech Consulting, Inc.

I trust that this proposal will meet with your approval and look forward to working with you. Should you have any questions, please feel free to contact me at (714) 434-6360 office.

Sincerely,  
A-Tech Consulting, Inc.

Joseph Williams, CAC, CDPH I/A  
CAC #14-5269, CDPH I/A #LRC-00001390



# A-Tech Consulting, Inc.

Environmental | Safety | Engineering | Hydrogeology

[otechinc.net](http://otechinc.net) | 800.434.1025

## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	District-Wide Lead Abatement Project	<b>Site</b>	918
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### Basic Directions

**Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.**

<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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### Contractor Information

<b>Contractor Name</b>	A-Tech Consulting	<b>Agency's Contact</b>	Jimmy Rodewald				
<b>OUSD Vendor ID #</b>	009167	<b>Title</b>	President				
<b>Street Address</b>	1640 N. Batavia Street	<b>City</b>	Orange	<b>State</b>	CA	<b>Zip</b>	92867
<b>Telephone</b>	714-600-6362	<b>Policy Expires</b>					
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>	25048						

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	4-2-2026	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	6-30-2026
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$ 357,280.00
<b>Other Expenses</b>		<b>Requisition Number</b>	

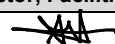
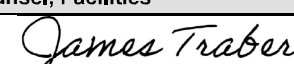

### Budget Information

*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9000	Fund 21 Measure J	210-9650-0-9000-8500-6265-918-9180-9905-9999-25048	6265	\$357,280.00

### Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities</b>				
	<b>Signature</b> 	<b>Date Approved</b>	Mar 26, 2026		
	<small>Saleh Nadel Hayes (Mar 26, 2026 15:46:02 PDT)</small>				
2.	<b>OUSD Counsel, Facilities</b>				
	<b>Signature</b> 	<b>Date Approved</b>	3/11/2026		
3.	<b>Chief Systems &amp; Services Officer,</b>				
	<b>Signature</b> 	<b>Date Approved</b>	Mar 27, 2026		
	<small>Preston Thomas (Mar 27, 2026 09:29:49 PDT)</small>				
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	25-2732
Introduction Date	12/10/2025
Enactment Number	25-1980
Enactment Date	12/10/2025



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Courtesy of Schools, Helping Students*

# Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** December 10, 2025

**Subject** 2025-2026 Service Agreement (Cost) with:  
Contractor: A-TECH CONSULTING, Orange, CA  
Services For: 987-Risk Management Department

## Ask of the Board

Ratification by the Board of Education of a Services Agreement 2025-2026 by and between the District and A-TECH CONSULTING, Orange, CA, for the latter to provide: 1) Sampling Coverage-Conduct sequential sampling at each site for every: a) Drinking water fountain; b) Filtered water stations; c) Kitchen preparation sink; d) Kitchen three-compartment sink; 2) Sampling & Laboratory Analysis; 3) Logistics & Reporting: a) Clearly label and document all sampled fixtures; b) Process CoC documentation accurately and promptly; c) Provide consolidated, site-specific laboratory reports with results compared against EPA and OUSD action levels; 4) Staffing & Timeline: a) Assign sufficient staff and authorize overtime as needed to meet testing and processing demands; b) Expedite analysis to ensure all results are available before the start of the new school year for the period of July 1, 2025 through June 30, 2026 in an amount not to exceed \$50,000.00.

## Background

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

The contract is necessary to conduct environmental testing for the District's School Sites as required to be in compliance with the State of California and the Districts regulatory Water and air quality Standards.

Term Start Date: 07/01/2025 End Date: 06/30/2026

Not-To-Exceed Amount & Funding Source(s) 9031 Funding Resource name(s) (detailed below) not to exceed: \$50,000.00.

Property & Liability

Competitively Bid  Yes  No If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$114,800.00, list the exception(s) that applies:

Services Agreement under \$114,800.00

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

Supplies and Materials (Including Food) :  Yes  No

District Facilities Workspace:  Yes  No

Technology Hardware and/or Software:  Yes  No

Other:  Yes  No

Specific Outcomes      The outcome of this vendor's services will ensure that students and staff will have clean and safe drinking water on their campuses.

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

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



## Services Agreement 2025-2026

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

The PARTIES hereby agree as follows:

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

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

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

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

**7. Data and Information Requests.**

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

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

8. **Confidentiality and Data Privacy.**

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

9. **Copyright/Trademark/Patent/Ownership.** Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under this AGREEMENT shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Alignment and Evaluation.**

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

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

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/OUUSDPartner>) fingerprinting 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: A-TECH CONSULTING Signature: ROBERT WILLIAMS

Position: Officer (Executive) Date: 10/30/2025

*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: LISA R GRANT-DAWSON Signature: 

Position: Chief Business Officer Date: 09/26/2025

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

Name: Denise Gail Saddler Signature: 

Position: Interim Superintendent and Secretary, Board of Education Date: 12/13/2025

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

## SERVICES AGREEMENT

### EXHIBIT A

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

A-TECH CONSULTING

**VENDOR:** \_\_\_\_\_

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

The contractor, A-Tech Consulting, shall complete all work in accordance with U.S. Environmental Protection Agency (EPA) 3Ts program (Training, Testing, and Taking Action voluntary program) for Reducing Lead in Drinking Water guidelines, as well as OUSD internal standards. 1) Sampling Coverage-Conduct sequential sampling at each site for every: a) Drinking water fountain; b) Filtered water stations; c) Kitchen preparation sink; d) Kitchen three-compartment sink; 2) Sampling & Laboratory Analysis: a) Collect samples following EPA 3Ts protocols for sequential lead testing (e.g., 125–125–250 mL sequence for fountains; 250 mL for filtered water stations); b) Maintain full chain of custody (CoC) for each sample; c) Submit samples to an EPA-certified laboratory for analysis; d) Laboratory analysis costs shall be billed per sample; 3) Logistics & Reporting: a) Clearly label and document all sampled fixtures; b) Process CoC documentation accurately and promptly; c) Provide consolidated, site-specific laboratory reports with results compared against EPA and OUSD action levels; 4) Staffing & Timeline: a) Assign sufficient staff and authorize overtime as needed to meet testing and processing demands; b) Expedite analysis to ensure all results are available before the start of the new school year.

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

**Clause 2: Term.**

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

**Start Date:** July 1, 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, 2026

**Clause 3: Compensation.**

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

Hourly Rate: \$195.00 per hour

Daily Rate: \_\_\_\_\_ per day

Weekly Rate: \_\_\_\_\_ per week

Monthly Rate: \_\_\_\_\_ per month

Per Student Served Rate: \_\_\_\_\_ per student served

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

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

**Not-To-Exceed Amount:** \$50,000.00

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

**Clause 13: Legal Notices**

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

VENDOR

Name/Dept: A-TECH CONSULTING  
Address: 1640 N. Batavia Street  
City, ST Zip: Orange, CA 92867  
Phone: 714-434-6360  
Email: robertw@atechinc.net

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

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

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

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

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

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

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

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

No, the SERVICES would not be able to continue.

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

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



Daniel Ortiz (Consultant) <daniel.ortiz@ousd.org>

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## Fwd: [EXTERNAL] Re: Invoice INV252622 from A-Tech Consulting, Inc.

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Daniel Ortiz (Consultant) <daniel.ortiz@ousd.org>

Wed, Feb 11, 2026 at 4:03 PM

To: Nicole Wells <nicole.wells@ousd.org>, Juanita Hunter <juanita.hunter@ousd.org>, Myra Segovia <myra.segovia@ousd.org>

Cc: Sele Nadel-Hayes <sele.nadelhayes@ousd.org>, Pranita Ranbhise <pranita.ranbhise@ousd.org>, Nilufar Abdul <nilufar.abdul@ousd.org>, Donneva Reid <donneva.reid@ousd.org>, Ifeanyi Ezeh <michael.ezeh@ousd.org>, Cecilia Coronado Blake <cecilia.coronadoblake@ousd.org>

Hello Nicole

I can't process the invoice until A-tech has a board approved contract with Facilities. I had submitted the agreement request last month, and I had Juanita have the lawyers review this. This consultant has a contract with risk management, but they ran out of funds and the responsibility of paying the invoice was passed on to facilities. The work was done last summer. What is holding up the request is that this is an environmental consultant which requires an RFP to be issued based on our process as you know.

I spoke to Myra just a few minutes ago and we had the lawyer on the phone and I'm going to be providing another agreement which will be an amendment. This was the best option and direction to head into per the lawyer. It was either that or a settlement. I will get this re-submitted again.

Thanks

Daniel Ortiz

Project Engineer

Sixth Dimension

On Tue, Feb 10, 2026 at 1:33 PM Nicole Wells <nicole.wells@ousd.org> wrote:

Daniel, Can you please respond to A-Tech with the status?

Thanks,

### Nicole Wells

Project Manager, Facilities

Oakland Unified School District

*Every Student Thrives!*

[www.OUSD.org](http://www.OUSD.org)

d) 510-535-2726

f) 510-535-7042

955 High Street

Oakland, CA 94601

[nicole.wells@ousd.org](mailto:nicole.wells@ousd.org)

On Mon, Feb 9, 2026 at 2:39 PM Accounting <accounting@atechinc.net> wrote:

Good afternoon,

I hope you are doing well. I am writing to follow up regarding the status of payment and the board approval for the proposal that was recently submitted.

We were advised via phone that payment is anticipated around **March 11th**, pending board approval. I wanted to follow up via email to kindly confirm this timeline in writing and ensure we are aligned on next steps.

Please let us know if there are any updates, additional requirements, or if anything is needed from our end to help move this forward.