

| Board Office Use: Legislative File Info. |           |
|--|-----------|
| File ID Number                           | 25-1521   |
| Introduction Date                        | 6/25/2025 |
| Enactment Number                         |           |
| Enactment Date                           |           |



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tara Gard, Chief of Talent

**Meeting Date** June 25, 2025

**Subject** Amendment No. 1, Agreement for Services – The Tides Center (General)  
–Talent/Human Resources Department

**Ask of the Board** Approval by the Board of Education of Amendment No. 1 Services agreement by and between the District and Tides Center, San Francisco, CA, for the latter to continue to partner and implement sustainable, high quality Pre-Apprenticeship programs, extending the term of the agreement from January 1, 2024 through December 31, 2024 to December 31, 2025, pursuant to the terms and conditions thereof, if any.

**Background** A Services Agreement between OUSD and the Tides Center is extending the term from January 1, 2024 through December 31, 2024 to December 31, 2025 to implement sustainable, high quality Pre-Apprenticeship programs. A childcare pre-apprenticeship program will be established that will register pre-apprentices with the Division of Apprenticeship Standards during the grant term targeting the Education, Child Development sector in the Bay Area region.

**Discussion** The Tides Center will provide a total amount of 83,700.00 to OUSD in order to develop three cohorts of Pre-Apprentices resulting in 40 new pre-apprentices between January 1, 2025 to December 31, 2025.

**Fiscal Impact** The Tides Center will provide OUSD with a total compensation of 83,700 to be divided between On the Job Training Support Staff and Related Supplemental Instruction Support Staff outlined in the Amendment attached.

**Attachment(s)**

- Amendment No. 1 – Services Agreement
- Original Agreement File # 24-156, Enactment Number 24-1268



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

**AMENDMENT NO. 1 to**  
Early Care & Education Pathways to Success (ECEPTS), a project of Tides Center  

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("Original Agreement")

This Amendment ("AMENDMENT") amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, "AGREEMENT"). Except as explicitly stated herein, all provisions and terms of the AGREEMENT remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein.

**A. Services.**

- ☒ The SERVICES are unchanged.
- ☐ The SERVICES have changed as indicated below:
- ☐ A description of the changes in the SERVICES is attached.
- ☐ The changes in the SERVICES involve the following:

**B. Term.**

- ☐ The term of the AGREEMENT is unchanged.
- ☒ The term of the AGREEMENT has changed as indicated below:
- Original End Date: 12/31/2024
- New End Date: 12/31/2025

**C. Compensation.**

- ☐ The not-to-exceed amount in the AGREEMENT is unchanged
- ☒ The not-to-exceed amount in the AGREEMENT has changed as indicated below:

Original not-to-exceed amount is \$ 83,700.00.

The original not-to-exceed amount

The original not-to-exceed amount

shall be increased by:

OR shall be decreased by:

\$ 472,111.00

\$ \_\_\_\_\_

The new not-to-exceed amount is \$ 555,811.00.

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

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

**VENDOR**

DocuSigned by:  
Name: Adama Evans Segree  
Signature: Adama Evans Segree  
B5E9DEE7179843C...  
Position: , Tides Center, Project Advisor  
Date: 5/2/2025

**OUSD**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Position: \_\_\_\_\_  
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.**

### OUSD Grants Management Face Sheet

|   |   |
|---|---|
| <b>Title of Grant:</b><br>Alameda_BCC_OUSD (General) Partnership  | <b>Funding Cycle Dates:</b><br>1/1/25 - 12/31/25                      |
| <b>Grant's Fiscal Agent:</b><br>(contact's name, address, phone number, email address)<br><br>Tide Center<br>1012 Torney Avenue<br>San Francisco, CA 94129-1755<br>415.561.6400 | <b>Grant Amount for Full Funding Cycle:</b><br>\$ [REDACTED] \$83,700 |


|  |  |
|--|--|
| <p><b>Funding Agency:</b><br/>Early Care and Education Pathways to Success (ECEPTS)</p>  | <p><b>Grant Focus:</b></p> <p>This grant supports the third year of a sustainable, high-quality educator pathway that includes both a student Pre-Apprenticeship Program and an Adult Incumbent Worker Apprenticeship in the field of early care and education. Through continued partnership with ECEPTS and registration with the Division of Apprenticeship Standards, OUSD is expanding its Education and Child Development sector training across more of our schools.</p> <p>In 2025–26, the Student Pre-Apprenticeship Program will grow to serve 100 high school students at multiple OUSD school sites, adding Castlemont and CCPA. Simultaneously, the Adult Apprenticeship Program will support 26 incumbent workers (an increase from 6 in the previous year) who are current district employees seeking to advance in early childhood education roles.</p> <p>The grant provides stipends to all participating students and covers the full cost of coursework for adult apprentices—removing financial barriers and ensuring equitable access for participants historically underrepresented in education careers.</p> |
| <p><b>List all School(s) or Department(s) to be Served:</b></p> <p>Districtwide- CCPA, Castlemont, Skyline High School, Madison Park Academy</p> |  |

| Information Needed  | School or Department Response   |
|---|---|
| <p>How will this grant contribute to sustained student achievement or academic standards?</p>   | <p>This grant advances OUSD’s workforce development pipeline by offering high school students dual enrollment opportunities, work-based learning experiences, and mentorship—all aligned to post-secondary success and careers in education. For adult apprentices, the program provides a structured pathway to earn their Child Development Permits and grow into full-time teaching roles.</p> <p>By funding dedicated staff to coordinate across sites and support both student and adult participants, the program ensures high-quality implementation without requiring general fund resources. All efforts are aimed at fostering long-term academic and career success for participants at different points in their educational and professional journeys.</p>   |
| <p>How will this grant be evaluated for impact upon student achievement?</p> <p><b>(Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD’s indirect rate of 4.22% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant’s budget for evaluation.)</b></p> | <p>OUSD will serve a total of <b>106 participants</b> during the grant period: <b>100 high school students</b> in the student Pre-Apprenticeship Program and <b>26 adult incumbent workers</b> in the Adult Apprenticeship Program. Program impact will be evaluated through metrics such as enrollment, retention, course completion, and credential attainment (e.g., Child Development Permits).</p> <p>OUSD will provide a robust set of supports to all ECEPTS-sponsored apprentices, including:</p> <ul style="list-style-type: none"> <li>● <b>On-the-Job Training (OJT) Support Staff:</b> Mentors, a Mentor Coordinator, Success Coordinators, mental health services, and other OJT-related supports.</li> <li>● <b>Related Supplemental Instruction (RSI) Support Staff:</b> Embedded tutors, academic counselors, live translators, and additional classroom-based assistance.</li> <li>● <b>Dedicated mentors</b> for each apprentice, ensuring ongoing guidance and connection to the field.</li> </ul> <p>A key outcome of the program is supporting apprentices—both youth and adults—in making tangible progress toward earning their <b>Child Development Permits</b>, a critical credential for entering and advancing in early childhood education roles.</p> |


|   |  |
|---|--|
| Does the grant require any resources from the school(s) or district? If so, describe.   | Yes. The program continues to be led by the Recruitment and Retention team, including the Coordinator of Diversity and Inclusion and one grant-funded position within the Talent team, that provides centralized support for implementation. Site-based staff support the student program, however, they contribute to the program through their regular roles within the dual enrollment work they currently engage in, supporting students as part of their ongoing responsibilities. This structure ensures alignment and efficiency without drawing on general fund resources. |
| Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?<br><br><b>(If yes, include the district's indirect rate of 4.22% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)</b> | No   |
| Will the proposed program take students out of the classroom for any portion of the school day?<br><b>(OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)</b>   | Proposed services will be delivered as Dual Enrollment classes held at student school sites during the regular school day.<br><br>Adult apprentices take classes in the evening, after their work day.   |
| Who is the contact managing and assuring grant compliance?<br><b>(Include contact's name, address, phone number, email address.)</b>  | Name: Cecilia Terrazas<br><br>Title: Coordinator of Diversity and Inclusion<br><br>Site: 944<br>Address: 1011 Union Street, Oakland CA, 94607<br>Phone: 510) 517-7414<br>Email: cecilia.terrazas@ousd.org  |



**Applicant Obtained Approval Signatures:**

| Entity               | Name/s    | Signature/s   | Date      |
|----------------------|-----------|---|-----------|
| Chief Talent Officer | Tara Gard |  | 5/28/2025 |

**Grant Office Obtained Approval Signatures:**

| Entity                  | Name/s                | Signature/s   | Date      |
|-------------------------|-----------------------|---|-----------|
| Senior Business Officer | Lisa Grant-Dawson     |  | 5/28/2025 |
| Superintendent          | Kyla Johnson-Trammell |   |           |

| Board Office Use: Legislative File Info. |              |
|--|--------------|
| File ID Number                           | 24-1561      |
| Introduction Date                        | 06/26/2024   |
| Enactment Number                         | 24-1268      |
| Enactment Date                           | 6/26/2024 er |



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tara Gard, Chief of Talent

**Meeting Date** June 26, 2024

**Subject** Agreement for Services – The Tides Center (General) - Talent/Human Resources Department

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**Ask of the Board** Approval by the Board of Education of a Services Agreement between the Tides Center and OUSD to implement sustainable, high-quality Pre-Apprenticeship programs for the period of January 1, 2024 to December 31, 2024 pursuant to the terms and conditions thereof, if any.

**Background** A Services Agreement between OUSD and the Tides Center from January 1, 2024 to December 31, 2024 to implement sustainable, high-quality Pre-Apprenticeship programs. A childcare pre-apprenticeship program will be established that will register pre-apprentices with the Division of Apprenticeship Standards during the grant term targeting the Education, Child Development sector in the Bay Area region.

**Discussion** The Tides Center will provide a total amount of \$83,700.00 to OUSD in order to develop three cohorts of Pre-Apprentices resulting in 40 new pre-apprentices between January 1, 2024 and December 31, 2024.

**Fiscal Impact** The Tides Center will provide OUSD with a total compensation of \$83,700.00 to be divided between OJT Support Staff and RSI Support Staff according to the Budget outlined in Exhibit A.

**Attachment(s)**

- Grant Face Sheet
- Agreement for Services

### OUSD Grants Management Face Sheet

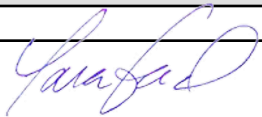
|  |   |
|--|---|
| <b>Title of Grant:</b><br>Alameda_BCC_OUSD (General) Partnership   | <b>Funding Cycle Dates:</b><br>1/1/24 - 12/31/24  |
| <b>Grant's Fiscal Agent:</b><br>(contact's name, address, phone number, email address)<br><br>Tide Center<br>1012 Torney Avenue<br>San Francisco, CA 94129-1755<br>415.561.6400<br>Email | <b>Grant Amount for Full Funding Cycle:</b><br><br>\$ 83,700  |
| <b>Funding Agency:</b><br>Early Care and Education Pathways to Success (ECEPTS)  | <b>Grant Focus:</b><br><br>The purpose of the grant is for implementing sustainable, high-quality Pre-Apprenticeship programs. With this grant we will establish a childcare pre-apprenticeship program that will register pre-apprentices with the Division of Apprenticeship Standards during the grant term targeting the Education, Child Development sector in the Bay Area region.<br><br>OUSD is to develop three cohorts of Pre-Apprentices resulting in 40 new pre-apprentices during the grant period in 2024-2025. |
| <b>List all School(s) or Department(s) to be Served:</b><br><br>Districtwide- Oakland High School, Skyline High School, Madison Park Academy   |   |

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|--|
|  |
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| Information Needed  | School or Department Response  |
|---|--|
| How will this grant contribute to sustained student achievement or academic standards?  | Oakland Unified seeks to build a pre-apprenticeship program to create a strong foundation for Oakland's students and future staff. Through the pre-apprenticeship program, we are connecting our Dual Enrollment pathways and summer work based learning experiences to create a coherent pathway for high school students seeking to grow and develop in education careers.   |
| How will this grant be evaluated for impact upon student achievement?<br><br>(Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 4.22% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.) | OUSD will register 40 pre apprentices during the grant period.<br><br>OUSD will provide the following English Language Learning (ELL) services to ECEPTS' sponsored registered apprentices through:<br>- OJT Support Staff (e.g., Mentors and Mentor Coordinator, SuccessCoordinators, Mental Health Services, Other OJT-Related Support Staff)<br><br>- RSI Support Staff (e.g., Embedded Tutors, Academic Counselors, Live Translators, Other RSI-Related Support Staff) |
| Does the grant require any resources from the school(s) or district? If so, describe.   | Yes, the grant requires resources from the district primarily in the form of staff time. Two coordinators of diversity of inclusion are managing the project, developing connections with the school sites, as well as outreaching. The Director of Recruitment and Retention is also supporting the project in its initial development and implementation.  |
| Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?<br><br>(If yes, include the district's indirect rate of 4.22% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)  | No   |

|  |   |
|--|---|
| Will the proposed program take students out of the classroom for any portion of the school day?<br>(OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.) | Starting August 2024, one program will run during the school day at Skyline and one at MPA. It will not take any students out of class, as the program consists of students taking Dual Enrollment College classes. |
| Who is the contact managing and assuring grant compliance?<br>(Include contact's name, address, phone number, email address.)  | Name: Sarah Glasband<br>Title: Director, Talent Development, Recruitment & Retention<br>Site: 944<br>Address: 1011 Union Street, Oakland CA, 94607<br>Phone: 510) 517-7414<br>Email: sarah.glasband@ousd.org        |

**Applicant Obtained Approval Signatures:**

| Entity               | Name/s    | Signature/s   | Date      |
|----------------------|-----------|---|-----------|
| Chief Talent Officer | Tara Gard |  | 5/31/2024 |

**Grant Office Obtained Approval Signatures:**

| Entity                  | Name/s                | Signature/s   | Date      |
|-------------------------|-----------------------|---|-----------|
| Senior Business Officer | Lisa Grant-Dawson     |  | 5/28/2024 |
| Superintendent          | Kyla Johnson-Trammell |   |           |



# Agreement for Services

This Agreement for Services, including any Exhibits hereto and the attached Terms and Conditions (collectively the "**Agreement**"), is made and entered into on 1 of January, 2024 (the "**Effective Date**"), by and between Oakland Unified School District ("**Contractor**") and Tides Center, a California nonprofit public benefit corporation ("**TC**"), in connection with TC's Early Care and Education Pathways to Success (ECEPTS) project ("**Project**"). TC and Contractor (each a "**Party**" and collectively the "**Parties**") enter into this Agreement to set forth the terms upon which Contractor has agreed to provide the services described herein to TC.

## Contractor Information

|                 |  |
|-----------------|--|
| Contractor name | <u>Oakland Unified School District</u>   |
| Contact Person  | <u>Tara Gard</u>   |
| Phone number    | <u>510-879-1155</u>  |
| E-mail address  | <u>tara.gard@ousd.org</u>  |
| Mailing address | <u>ATTN: Account Receivable</u><br><u>1011 Union Street</u><br><u>Oakland</u><br><u>California</u><br><u>94607</u> |

## Project Information

|                           |   |
|---------------------------|---|
| Contact Person (see §2.2) | <u>Barbara Bartels</u>  |
| Phone number              | <u>925-285-3825</u>   |
| E-mail address            | <u>bbartels@ecepts.org</u>  |
| Mailing address           | <u>2950 Buskirk Avenue, Suite 315</u><br><u>Walnut Creek</u><br><u>California</u><br><u>94597</u><br><u>United States</u> |

## Scope of Work

|                                    |   |
|------------------------------------|---|
| Services Start Date                | <u>January 1, 2024</u>  |
| Services End Date                  | <u>December 31, 2024</u>  |
| Description & Timeline of Services | Working in Alameda County in partnership with Berkeley City College (referred to hereafter as "Alameda_BCC_OUSD (General)" partnership), Contractor will provide the following services to ECEPTS' sponsored registered apprentices:<br><br>- RSI Support Staff (e.g., Embedded Tutors, Academic Counselors, Live |



|  |  |
|--|--|
|  | <p>Translators, Other RSI-Related Support Staff)</p> <p>- RSI Supports and Services (e.g., Textbooks, Tuition, Student Fees, Program Materials, Non-Salaried Embedded Tutors, Technology, etc.)</p> <p>Contractor will provide the aforementioned apprentice services according to the budget attached as Exhibit A.</p> |
|--|--|

## Compensation

|                                |  |
|--------------------------------|--|
| Fees                           | <p>In consideration of the successful completion of Services by Contractor as described in this Agreement, TC will pay Contractor as follows (choose one method):</p> <p><u>Other: Quarterly</u></p> <p>If compensation is on a rate or commission basis, the total compensation provided pursuant to this Agreement will not exceed <u>\$83,700.00</u>.</p> <p>This fee is the total compensation due Contractor pursuant to this Agreement. TC may, however, reimburse Contractor for Additional Expenses, as described below.</p>   |
| Additional Expenses            | <p>TC <u>will not</u> reimburse Contractor for specified costs and expenses as detailed below in connection with its provision of Services. Such reimbursement will be in an amount not to exceed <u>N/A</u>, in total, unless written pre-approval is obtained from <u>N/A</u>.</p> <p>Permissible Additional Expenses include: <u>N/A</u></p> <p>If Additional Expenses are allowed, Contractor <u>is not</u> required to submit receipts for expenses.</p>  |
| Invoicing and Payment Schedule | <p>Payments will be disbursed upon receipt of invoices from Contractor. Invoices shall be submitted by Contractor: other payment schedule - Quarterly</p> <p>Contractor will invoice ECEPTS, a project of Tides, within 10 business days of the end of each calendar quarter. Invoices shall be emailed to <a href="mailto:bbartels@ecepts.org">bbartels@ecepts.org</a>.</p> <p>Contractor will maintain supporting documentation and proof of expenditures for a period of five (5) years after the Service End Date and will provide same to TC upon request.</p> <p>Each invoice shall include sufficient information to identify and document the invoiced work, as well as any other information TC requests related to the Services. If reimbursement for Additional Expenses are sought, Contractor must submit an itemized invoice for</p> |



|  |   |
|--|---|
|  | <p>such expenses and may be required to submit an original or copies of receipts therefor.</p> <p>Contractor must submit invoices promptly, and in any case no more than thirty (30) days after applicable Services are rendered. TC shall pay Contractor the number of undisputed invoice(s) no later than thirty (30) days after receipt. In the event of a disputed invoice, TC shall promptly pay undisputed amounts, and the disputed amounts shall be resolved in accordance with this Agreement.</p> |
|--|---|





This Agreement, including any Exhibits and the attached Terms and Conditions, creates a legal contract between Contractor and TC. By signing below, the Parties confirm that they each understand and agree to be bound by the terms of this Agreement.

### TIDES CENTER

DocuSigned by:

*Linda Green*

Signature (Tides)

Linda Green

Name (Tides)

Advisor, Fiscal Sponsorship

Title (Tides)

4/8/2024

Date (Tides)

### Oakland Unified School District

DocuSigned by:

*Tara Gard*

Signature (Vendor)

Tara Gard

Name (Vendor)

Chief Talent Officer

Title (Vendor)

4/6/2024

Date (Vendor)

Benjamin Davis, President, Board of Education 6/27/2024  
Kyla Johnson Trammell, Secretary, Board of Education 6/27/2024

### **Project Director Acknowledgement**

I have read and I understand the terms of this Agreement, including any Exhibits and the attached Terms and Conditions. I understand that Contractor will be paid from funds in the Project's Tides Center account. I agree to work in cooperation with Contractor and to be the Contractor's primary contact in carrying out the work detailed in this Agreement. I will notify the Project Advisor assigned to this Project if I become aware of any misconduct or violation of this Agreement by Contractor.

DocuSigned by:

*Randi Wolfe*

A5AB3F0A418045F...

Signature (Project)

Date:

3/17/2024

Date (Project)

By Project Director, ~~Barbara Daniels~~ Randi Wolfe

DS

*RW*

The Contractor (or any employee of Contractor) providing Services pursuant to this Agreement is the Project Director or is a relative, a friend, or an associated entity of the Project Director.

PA Initial Yes ☐ No ☒

DS

*RW*

The Contractor (or any employee of Contractor) providing Services pursuant to this Agreement is a member of the Project advisory board or is a relative, a friend, or an associated entity of a member of the Project advisory board.

PA Initial Yes ☐ No ☒

**Agreement is not complete unless both questions above are answered.**



## Terms and Conditions

### 1 Basic Agreement.

#### 1.1 Services.

Contractor shall provide to TC the services and perform the duties set forth in this Agreement (the "**Services**") in accordance with the terms and conditions described herein. If TC reasonably determines Contractor's performance is deficient, Contractor agrees to make such work acceptable and satisfactory to TC at Contractor's own cost.

#### 1.2 Compensation.

The Fees and any approved Additional Expenses specified herein will be Contractor's sole compensation for the Services.

#### 1.3 Records; Disputed Invoices.

Contractor will maintain books and records providing sufficient detail to permit TC to review the Services and Contractor's compliance with this Agreement. Contractor will make books, records and any facilities available for review by TC on reasonable notice, and Contractor will cooperate with any such review.

If TC disputes any invoice provided by Contractor, the Parties agree to use their best efforts to resolve the dispute amicably. Contractor agrees to provide TC full supporting documentation concerning any disputed invoice within thirty (30) days of written notice of the dispute. Disputed amounts shall not be due until the resolution of such dispute.

### 2 Working Relationship.

#### 2.1 Method of Work.

Contractor will use its best efforts and abilities to perform the Services. Contractor will perform the Services in a timely and professional manner consistent with industry standards, applicable law and this Agreement. Contractor will have sole discretion over, and sole responsibility for, the planning, method, means, sequencing, and place of the work Contractor performs in connection with the Services. Contractor will provide Contractor's own equipment, tools, and materials.

#### 2.2 Reporting.

Contractor shall report directly to the Project Contact Person identified on p.1 for all purposes of

this Agreement. If requested, Contractor shall deliver written reports to such Project Contact Person. Contractor shall respond fully and promptly, and in writing if so requested, to all reasonable inquiries by TC.

#### 2.3 Access to TC Property.

TC may provide Contractor access to TC's records, equipment, software, methodologies, protocols, data, designs, documents, and other materials (collectively and each "**Materials**"). TC will retain sole ownership of all Materials and other tangible, real or intellectual property that TC makes available to Contractor. At TC's request or upon termination of this Agreement, whichever occurs earlier, Contractor will promptly return to TC or destroy any Materials in Contractor's possession.

#### 2.4 Ownership of Work Product.

All deliverables and other materials created by Contractor pursuant to this Agreement (collectively and each "**Work Product**") will be a work made for hire under US copyright law and will be the sole and exclusive property of TC. If a court of competent jurisdiction determines that any part of the Work Product is not a work made for hire, then Contractor hereby irrevocably transfers and assigns to TC all rights, title and interest (including all intellectual property rights) in and to the Work Product, and hereby waives any moral rights in or to the foregoing which may exist in any jurisdiction. Contractor shall use reasonable efforts to assist TN to further evidence, record and perfect such assignments.

Notwithstanding the foregoing, Contractor retains all rights in and to its preexisting methodologies and other know-how used in creating the Work Product, and also retains all rights in and to any preexisting materials incorporated into the Work Product by Contractor, which shall be identified by Contractor to TC in advance (the foregoing, collectively, "**Contractor Preexisting IP**"). Contractor hereby grants TC a nonexclusive, irrevocable, perpetual, royalty-free, transferable, sublicensable, worldwide license to use the Contractor Preexisting IP solely in connection with the Work Product and Services hereunder.

## **2.5 Confidentiality.**

**2.5.1** Subject to the exceptions below, "**Confidential Information**" means all information, data, content, documents, or materials in any form, provided by or relating to TC or obtained by Contractor during the course of Contractor's activities pursuant to or in anticipation of this Agreement. Confidential Information includes, but is not limited to, information and documents concerning TC's operations, projects, employees, strategies, goals, partners, donors and grantees. Confidential Information does not include information which: (i) is or becomes generally available to the public other than as a result of a breach of this Agreement; (ii) was known by Contractor prior to its being furnished to Contractor by TC; (iii) is or lawfully becomes available to Contractor on a non-confidential basis from a source other than TC; or (iv) is created or developed by Contractor, wholly independent of information obtained in connection with this Agreement.

**2.5.2** Except as necessary to provide the Services to TC, Contractor will not collect, use, retain, disclose or otherwise process Confidential Information in any way. Contractor will not directly or indirectly disclose or furnish Confidential Information to any person or entity, except as necessary to perform the Services. Upon TC's request, Contractor will, within one week, return to TC all Confidential Information and will destroy any copies (including electronic copies), including documents or other records incorporating or otherwise reflecting Confidential Information. If Contractor is required by law to disclose Confidential Information, Contractor will immediately notify TC of the nature of the legal requirement so that TC may seek a protective order or other confidential treatment of such Confidential Information and cooperate in good faith with TC to obtain such protective order or confidential treatment prior to making the disclosure; and in the absence of a waiver by TC or protective order, shall only disclose that portion of the Confidential Information that its counsel advises is legally required to be disclosed.

**2.5.3** Contractor acknowledges that a breach of

this Section 2.5 may result in irreparable harm to TC for which there will be no adequate remedy at law. Contractor agrees that TC will have the right, Section 8 notwithstanding, to seek from a court injunctive relief addressing a continuing or threatened breach, as well as any other relief as may be proper, without posting a bond. Should TC prevail in any such action, in addition to other relief, TC will be entitled to a judgment of court costs and reasonable attorney fees.

## **2.6 Relationship.**

Contractor is and will be an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary or similar relationship between Contractor and TC, and Contractor is not entitled to any employment rights or benefits of TC. Contractor is not an agent of TC and has no authority to enter into any contract nor to incur any liability, debt, or other obligation on behalf of TC.

## **2.7 Publicity and Media Relations.**

Contractor will not use any TC trademarks, identify TC as a client, or use TC's name in any promotional, advertising, or other material, or in any website, press release or public communication, without obtaining TC's prior written approval.

## **3 Representations of Contractor.**

### **3.1 Representations and Warranties.**

Contractor hereby represents and warrants that (i) it has all right, power and authority to enter into this Agreement and carry out its obligations hereunder; (ii) it has the technical expertise, general skills, equipment, facilities and staffing necessary to perform, and will perform, the Services competently and professionally, (iii) it is not bound by any agreement, obligation, or understanding which restricts or limits in any way its right to enter into this Agreement or its right or ability to perform its obligations under this Agreement, (iv) it will comply with all federal, state and local laws in performing the Services and Contractor's other obligations pursuant to this Agreement, including applicable licensing laws and regulations, and (v) none of the Work Product, Services and Contractor's other activities

under this Agreement, and TC's use thereof in accordance with this Agreement, violate the intellectual property or other rights of any third party, including any rights of publicity or rights of privacy. In addition, where the Services are technical in nature, including without limitation those involving code development (collectively, "**Technical Services**"), Contractor represents and warrants that the Services and Work Product will conform to the specifications and include all material operational features described in this Agreement or other written documentation provided to TC, and are, and for the duration of the Term will be, free of software viruses and Trojan horses, worms and other malware.

### **3.2 Data Security.**

Contractor will use adequate and appropriate measures, procedures and controls, consistent with applicable industry standards, that are designed to protect the privacy, security, integrity, and confidentiality of Confidential Information and to ensure that no Confidential Information is collected, used, disclosed or stored contrary to this Agreement or applicable law, including without limitation industry-standard encryption and hashing methods for securely storing and transferring data and Confidential Information. Contractor will store and retain the Confidential Information only for such periods as needed to provide the Services. Contractor will immediately, and in no event later than twenty-four (24) hours, notify TC of any actual or attempted threat or hazard to the security or integrity of Confidential Information (a "**Data Breach**") and will, at its own expense, investigate and take all commercially reasonable steps to prevent, mitigate, and remediate the effects thereof.

### **3.4 TC Systems.**

TC may disclose certain Confidential Information by granting Contractor access to its systems, sites, software programs, or other platforms ("**TC Systems**"). Contractor shall (i) only access the portions of the TC Systems authorized by TC in writing; (ii) comply with all written directions and policies provided by TC regarding the TC Systems and access; (iii) comply with all regulations and

governance standards associated with the Confidential Information accessed; (iv) not share logins or other access information with any individual to whom it was not directly provided or approved for use by TC; and (v) promptly inform TC of any suspected or actual breach of this sentence and provide reasonable assistance to TC to remedy such breach.

### **3.5 Subcontractors.**

Subject to TC's prior written approval (email sufficing), not to be unreasonably withheld, Contractor may use subcontractor(s) to perform a portion of the Contractor's obligations under this Agreement. Contractor shall be responsible for each such subcontractor's compliance with the terms of this Agreement such that any breach of this Agreement by a subcontractor will be deemed a breach by Contractor. For clarity, Contractor's use of subcontractor(s) shall not release Contractor from any duty or liability to fulfill Contractor's obligations under this Agreement.

## **4 Prohibited Activities.**

The Services provided pursuant to this Agreement will be in furtherance of TC's and the Project's charitable purposes. The Services will not include any activity impermissible for an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, including, but not limited to, any intervention in an election in support of, or opposition to, a political party or candidate for public office.

## **5 Taxes, Insurance, and Indemnification.**

### **5.1 Taxes, Contributions.**

Contractor will have sole responsibility for all tax obligations imposed by any federal, state, or local tax authority in connection with the Services and its receipt of fees. Contractor will have sole responsibility for all disability, unemployment insurance and workers' compensation contributions, and any other employer contributions due, in connection with the Services.

### **5.2 Insurance.**

All Contractor insurance policies, except workers' compensation, shall name TC as an additional insured.

**5.2.1** If the total fee specified in this Agreement is equal to or less than \$35,000, the requirements in this Section 5.2.1 do not apply and are void. Contractor shall maintain during the term of this Agreement the following insurance: (i) commercial general liability insurance with a limit of not less than \$2,000,000 per occurrence for bodily injury, property damage, personal injury and contractual liability; (ii) if applicable to the Services, professional liability insurance covering acts, errors, mistakes or omissions arising out of or related to the Services, with a limit of not less than \$1,000,000 per claim; (iii) automobile liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence; (iv) worker's compensation insurance with limits as required by federal and state law, and employer's liability insurance of not less than \$500,000 per accident for injury, and \$500,000 per employee for disease with a \$500,000 disease policy limit; (v) umbrella insurance with limit of not less than \$1,000,000; and (vi) in the case of Technical Services, network, data security and privacy insurance, with limits no less than \$1 million per claim and \$1 million as an annual aggregate. Before Contractor begins the Services, Contractor shall provide TC certificates of insurance documenting compliance with this section. Insurance policies issued on a "claims made" basis shall extend for two years past completion of the Services.

### **5.3 Indemnification.**

During and after the term of this Agreement each Party will indemnify, hold harmless and, at the other Party's request, defend such other Party, its subsidiaries, affiliates, directors, officers and employees, past or present, from and against all losses, claims, demands, actions, causes of action, suits, liabilities, damages, expenses, and fees (including but not limited to attorney fees) arising from or related to any actual or alleged: (i) misrepresentation, fraud or breach by the indemnifying Party of any representation, warranty or covenant in the Agreement (or made in anticipation of the Agreement), or (ii) wrongful, unlawful or negligent act or omission by the indemnifying Party in connection with the

Agreement or the Services.

**5.4** In connection with a claim for indemnification under this Agreement: (i) the Party seeking indemnification (the "**Indemnified Party**") shall promptly notify the other Party (the "**Indemnifying Party**") in writing of the third party claim or action (provided that failure of the Indemnified Party to so promptly notify the Indemnifying Party will not relieve the Indemnifying Party of its indemnification obligations hereunder, except to the extent it has been prejudiced thereby); (ii) the Indemnifying Party at its option may assume primary control of the defense of the action and negotiations for its settlement and compromise; provided, however, that the Indemnified Party may, at its own cost, obtain separate counsel to represent its interests; and (iii) the Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of the matter, at the Indemnifying Party's cost; provided that the Indemnifying Party must receive the Indemnified Party's prior written consent to any settlement agreement, not to be unreasonably withheld, delayed, or conditioned.

## **6 Term and Termination**

### **6.1 Term; Survival.**

This Agreement becomes effective on the earlier of the Effective Date and Services Start Date and, absent early termination, will terminate thirty days following the identified Services End Date, unless extended by the Parties in signed written agreement (collectively, the "**Term**"). Any terms of this Agreement which by their nature extend beyond its termination or expiration remain in effect until fulfilled and apply to respective successors and permitted assignees, if any, including without limitation the provisions of Sections 1.3, 2.4, 2.5, 2.6, 2.7, 4, 5.1, 5.3, 5.4, 6.1, 7 and 8 will remain effective after termination.

### **6.2 Early Termination for Breach; Cure.**

This Agreement will terminate effective on (i) the date either Party gives written notice of a non-curable material breach, or (ii) the last day of the cure period applicable to a curable material breach, unless such breach is cured. In the event of a curable breach, the non-breaching Party

shall provide written notice describing the breach and the steps to correct such breach. The breaching Party shall effect the cure within fifteen (15) days of such notice, unless the Parties agree to a longer period, which agreement may not be unreasonably withheld.

### **6.3 Early Termination for Convenience.**

TC may terminate this Agreement without cause by providing Contractor 30 days' written notice. In the event of early termination, TC will pay Contractor for Services rendered satisfactorily prior to termination, but will make no other payments to Contractor pursuant to this Agreement.

## **7 General Provisions.**

### **7.1 Entire Agreement; Amendment.**

This Agreement is the complete agreement of the Parties and supersedes any and all prior or contemporaneous written or oral agreements relating to the Agreement's subject matter. This Agreement may be amended only by a writing signed by both Contractor and TC.

### **7.2 Severability.**

If any provision of this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be deemed modified so as to be valid and enforceable to the extent permitted by law.

### **7.3 Remedies; Waiver.**

All TC rights, powers, and remedies under this Agreement, including its right to terminate this Agreement, are cumulative, and in addition to all TC rights, powers, and remedies at law or in equity. The exercise of one or more of these rights or remedies will not impair TC's right to exercise any other right or remedy. Any waiver under this Agreement must be in writing and signed by the Party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

### **7.4 Assignment; No Third Party Beneficiaries.**

Contractor may not assign its rights or delegate its

duties under this Agreement to any other party without the prior written consent of TC. This Agreement is for the exclusive benefit of Contractor and TC.

### **7.5 Notices.**

Notices and consents under this Agreement must be in writing and delivered by mail or hand delivery to the contact persons identified herein, with cc for TC to contractnotices@tides.org. This contact information may be changed by written notice to the other Party (email sufficing).

### **7.6 Headings.**

All headings in this Agreement are for the purpose of reference and convenience only. Headings do not limit, expand, or otherwise affect the meaning of any provision of this Agreement.

### **7.7 Counterparts.**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be deemed to be one instrument. Electronic signatures shall be deemed original signatures.

## **8 Governing Law; Dispute Resolution.**

### **8.1 Governing Law.**

This Agreement is governed by California law.

### **8.2 Arbitration.**

In the event of any dispute, claim or controversy arising out of or relating to this Agreement (a "**Dispute**"), the Parties shall attempt to resolve the matter themselves in an amicable manner. Failing such resolution, any Dispute, including the determination of the scope or applicability of this agreement to arbitrate, shall be resolved by arbitration in San Francisco, California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures, *except that* the Parties may alternatively agree to arbitration pursuant to JAMS Streamlined Arbitration Rules & Procedures. Judgment on the award may be entered in any state or federal court located in the County of San Francisco, California, and having jurisdiction.

This Section shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction, subject to the limitation of Section 8.3.

### **8.3 Venue.**

In the event that a Party seeks a provisional remedy in aid of arbitration, or if Section 8.2 is deemed inapplicable or unenforceable, any legal action or proceeding arising out of or relating to this Agreement will be brought in state or federal courts in the County of San Francisco, California. The Parties waive any objections they may now or later have to venue in such forum.

### **8.4 Remedies; Liability.**

Except with respect to a Party's obligations pursuant to Section 5.3 (Indemnification), or its gross negligence, intentional misconduct, violation of law, breach of Section 2.5 (Confidentiality) or any Data Breach, in no event will Contractor or TC be liable for any special, incidental, punitive or consequential damages. Neither Party will have recourse or right of action against any officer or director of the other Party or of any successor thereto in their individual capacity as such, past, present or future, whether by any statute, rule of law or otherwise. In consideration of the promises made herein all such liability is expressly waived and released.

**EXHIBIT A – BUDGET**  
**Oakland Unified School District**  
**Project Name: Alameda\_BCC\_OUSD (General)**

| <b>BUDGET</b>  | <b>GENERAL</b>  |
|--|-----------------|
| <b>RSI Support Staff</b> (e.g., Embedded Tutors, Academic Counselors, Live Translators, Other RSI-Related Support Staff)                     | \$26,091        |
| <b>RSI Supports and Services</b> (e.g., Textbooks, Tuition, Student Fees, Program Materials, Non-Salaried Embedded Tutors, Technology, etc.) | \$57,609        |
| <b>TOTAL</b>   | <b>\$83,700</b> |