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Enactment Date	06/05/2024



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

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Meeting Date June 5, 2024

Subject Amendment No. 1 to Services Agreement
Design For Equity LLC, Oakland, CA
Office of Equity

Ask of the Board

Approval by the Board of Education of Amendment No. 1 of a Services Agreement by and between the District and Design For Equity LLC, Oakland, CA, for the latter to provide: facilitation of four (4) collaborative planning sessions with the Elementary Network 4 Superintendent's team for the Instructional Leadership Team (ILT) Year End retreats. Contractor will provide tools for ILT teams to review site based data on student achievement, retainment, classroom observations, teacher feedback surveys, parent surveys, and focal student interview data to inform the content of the ILT year end retreats and provide training for ILT teams to complete Racial Equity Audit of Instructional Practices. for the period of August 01, 2023 through June 28, 2024 in the additional amount of \$39,400.00 increasing the Agreement from \$100,000.00 to an amount not to exceed \$139,400.00. All other terms and conditions of the Agreement remain in full force and effect.

Description of the Changes

(What are the changes?)

The contractor, Design for Equity, will facilitate four (4) collaborative planning sessions with the Elementary Network 4 Superintendent's team for the Instructional Leadership Team (ILT) Year End retreats. Contractor will provide tools for ILT teams to review site based data on student achievement, retainment, classroom observations, teacher feedback surveys, parent surveys, and focal student interview data to inform the content of the ILT year end retreats and provide training for ILT teams to complete Racial Equity Audit of Instructional Practices.

Change to Not-To-Exceed

Amount (Fiscal Impact) &

Funding Source(s), If Any

Funding Resource name(s) (detailed below) not to exceed: \$139,400.00.

\$39,400.00

Central Concentration

Attachment(s)

- Amendment
- Agreement, inclusive of any prior amendments to the Original Agreement

- 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

Name: Design For Equity LLC Signature: *Mara Benitez*

Position: Owner Date: 04/26/2024

OUSD

Name: BENJAMIN DAVIS Signature: *Benjamin Davis*

Position: BOARD MEMBER Date: 06/08/2024

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

Name: Kyla Johnson-Trammell Signature: *Kyla Johnson-Trammell*

Position: Superintendent Date: 06/08/2024

Template approved as to form by OUSD Legal Department.

Board Office Use: Legislative File Info.	
File ID Number	23-1893
Introduction Date	09/13/2023
Enactment Number	23-1585
Enactment Date	09/13/2023



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

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Meeting Date September 13, 2023

Subject 2023-2024 Service Agreement (Cost) with:
Contractor: Design For Equity LLC, Oakland, CA
Services For: 929-Office of Equity

Ask of the Board

Ratification by the Board of Education of a Services Agreement 2023-2024 by and between the District and Design For Equity LLC, Oakland, CA, for the latter to provide: consultant will provide 1:1 and group PD and coaching with Network 4 principals from 7 schools integrating antiracist leadership practices with their SPSA and Community School planning process with families for the period of August 1, 2023 through June 28, 2024 in an amount not to exceed \$100,000.00.

Background

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

Equity tool to assess how anti-racist and culturally responsive practices show up in our classrooms, campus/climate environment, and adult/staff behavior/interactions.

Term Start Date: 08/01/2023 End Date: 06/28/2024

Not-To-Exceed Amount & Funding Source(s) 0006 Funding Resource name(s) (detailed below) not to exceed: \$100,000.00.

S&C Carryover

Competitively Bid Yes No If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$109,300.00, list the exception(s) that applies:

Services Agreement under \$109,300.00

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 1:1 and group PD and coaching with Network 4 principals from 7 schools integrating antiracist leadership practices with their SPSA and Community School planning process with families.

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) 2023-2024 Services Agreement including Scope of Work

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

VENDOR

Name: Design For Equity LLC Signature: Mara Benitez
Position: Owner Date: 08/01/2023

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: SONDRA AGUILERA Signature: Sonda Aguilera
Position: CHIEF ACADEMIC OFFICER Date: 08/15/2023
 Board President (for approvals)
 Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: Kyla Johnson-Trammell
Position: Superintendent Date: 09/16/2023

Template approved as to form by OUSD Legal Department.