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Board Cover Memorandum

To Board of Education

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

Meeting Date January 11, 2023

Subject Services Agreement with Arnaldo Garcia

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

Services *Vendor will expand and more fully integrate meaningful Youth Engagement and Restorative Justice leadership strategies in Expanded Learning (ExL) by increasing training & work opportunities for High School students. Vendor will provide meaningful youth engagement and career development opportunities for HS students to work in ExL. Vendor will pilot a middle school youth engagement and leadership program in ExL.*

Term Start Date: 1/12/23 End Date: 6/30/23

Not-To-Exceed Amount \$99,100

Competitively Bid No

If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$99,100, list the exception(s) that applies (requires Legal review/approval and may require a resolution): [Exception]

In-Kind Contributions None

Funding Source(s) Resource 2600 - Expanded Learning Opportunities Program in the amount of \$99,100

Background As a strategy to improve school culture and reduce student suspension

numbers, particularly for African American students, the District has tried to implement Restorative Justice practices at school sites. Youth Leadership is a vital component in any larger discipline plan. Schools must have strategies whereby they help students work out their differences and their arguments. Schools must play a part in helping students understand why they do things and how to think beyond their emotional impulses. Expanding use of youth leadership practices into Expanded Learning Programs allows for more consistency in the messaging students are hearing during school and outside of school hours and provides great opportunities for community building

Attachment(s)

- Service Agreement with Arnoldo Garcia

SERVICES AGREEMENT 2022-2023

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):
Heather Manchester

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):
January 12, 2023

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):
June 30, 2023

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **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 in any 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, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **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 8 (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.
5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. 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.
6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) 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. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
 - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing 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.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of 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, its employees, or its subcontractors 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.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

- a. The compensation under this Agreement shall not exceed:
\$99,100

This sum shall be for full performance of this Agreement and includes 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.

- b. 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**.
- c. 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 10 (Invoicing), for Services actually performed and after OUSD's written approval that 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.
- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
- e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES,

particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **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 Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour 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 (c)—indicate whether the Services

are 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.

11. Termination and Suspension.

- 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 or Deputy may issue the termination notice without 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.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement 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. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. 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. Cause 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 or Deputy may issue the termination notice without 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 the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all 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.
- e. 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 or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 440
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: Arnaldo Garcia
Title: Consultant
Address: 5850 Picardy Dr.
City, ST Zip: Oakland, CA 94605
Phone: 510-928-0685
Email: arnoldoga@gmail.com

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.

13. Status.

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR's employees.
- 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 verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
 - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved

- in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the Services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.

15. Certificates/Permits/Licenses/Registration. VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **Insurance.**

- a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- b. **Workers' Compensation Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. **Testing and Screening.**

- a. **Tuberculosis Screening.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code

section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents 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 employee, subcontractor, volunteer, or agent 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.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.
- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, 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 an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the 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.

19. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- d. In addition to the requirements of subparagraph (c), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of

OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **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.
21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts 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.
22. **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.
23. **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.
24. **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.

25. **Conflict of Interest.**

- a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
- b. VENDOR affirms to the best of his/her/its knowledge, 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 change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 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 notify OUSD in writing.

26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, 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 contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (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.

28. **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, VENDOR, 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, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“VENDOR 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 OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.

29. **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 of this Agreement and for three (3) years after the End Date. 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 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.

30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **Captions and Interpretations.** Section and 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.

36. **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.
37. **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.
38. **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.
39. **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.
40. **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), only the Superintendent,

Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

- a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all 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.
41. **Contract Contingent on Governing Board Approval.** 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, the General Counsel, or a Chief or Deputy Chief 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 Agreement and to be bound by its terms and conditions:

VENDOR

Name: Arnoldo Garcia

Signature:  _____
00D56E3F63D34C5

Position: Consultant

Date: 12/16/2022

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for

any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: _____ Signature: _____

Position: President, Board of Education Date:
 X Board President
 Superintendent
 Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: 

Position: Secretary, Board of Education Date: 1/18/2023

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

1A. General Description of Services to be Provided: *Provide a description of the service(s) VENDOR will provide.*

Vendor will integrate and imbed meaningful Youth Engagement and RJ Leadership strategies in Expanded Learning (ExL) by developing systems for a meaningful student engagement continuum from elementary through high school. Vendor will hold intergenerational partnership meetings and trainings that will support youth and adults to apply their learnings and skills from the trainings. Vendor will recruit, interview and prepare youth for Expanded Learning internships and provide additional training and support for the internships. Vendor will pilot a middle school youth engagement and leadership program in ExL.

1B. Description of Services to be Provided During School Closure or Similar Event: *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

No, services would not be able to continue.

Yes, services would be able to continue as described in 1A.

Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

Click or tap here to enter text.

1C. Rate of Compensation: *Please describe the basis by which compensation will be paid to VENDOR:*

Hourly Rate: \$Click or tap here to enter text. per hour

Daily Rate: \$Click or tap here to enter text. per day

Weekly Rate: \$Click or tap here to enter text. per week

Monthly Rate: \$Click or tap here to enter text. per month

Per Student Served Rate: \$Click or tap here to enter text. per student served

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

-Planning, Assessment & Evaluation **\$20,000**

-Intergenerational partnership meetings and trainings 100 students & allies from 4-6 high schools, multi-lingual meetings **4 meetings \$7,750 total/ \$31,000 Total**

-Support youth and adults to apply learnings from trainings to provide services to approx 1000 students at school sites **\$7,000**

-Recruit, interview and prepare youth for expanded learning internships **\$7,000**

-Provide two additional multi-lingual, skill building, training and on-going coaching to support internships **\$4,500 ea \$ 9,000 Total**

-Develop and pilot youth engagement program for middle schools **\$20,000**

-Supplies and resources **\$5,000**

2. **Specific Outcomes:** (A) *What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need?* (B) *Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..."* C. *If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*
 Students and staff in Expanded Learning will be trained in meaningful youth engagement and intergenerational partnership strategies into Expanded Learning. Students will use skills developed to hold workshops and spaces, and some students will participate in youth engagement internship cadre.
3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*
- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:
 Click or tap here to enter text.
- Action Item added as modification to Board Approved SPSA – 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.
4. **Adapting Services for Students with Disabilities:** If VENDOR will provide direct services to students under this Agreement, describe the manner in which services will be accommodated, modified, or

otherwise adapted to meet the unique needs of students with disabilities:

Vendor will adapt strategies as needed to accommodate needs of students with disabilities.

5. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)

Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students.)

Policy Number: CP140191880P2022 **Policy Period:** 12/16/2022 to 12/16/2023 @12:01AM

This Policy Issued By: Berkshire Hathaway Direct Insurance Company. A Nebraska Stock Insurance Company.

Named Insured (Your Business):

Arnoldo Garcia
5850 Picardy Dr
Oakland, CA, 94605-1180

Phone: 510-928-0685

Email: arnoldoga@gmail.com

What's insured & for how much:

The table below shows the insured buildings, and the Deductible and Limit for each Coverage. We will pay up to the Limit after a loss is more than the Deductible. If your business has more than one loss, it must pay a separate Deductible for each loss. We will pay up to the Limit for each loss, except for Business Liability, where there is a Maximum Limit. After we have paid the Maximum Limit, we will no longer pay any amounts for Business Liability under this policy.

COVERAGE FOR	LIMIT	DEDUCTIBLE
Earthquake Damage (See California Supplement)	\$0	
Business Liability	\$1,000,000 per occurrence, \$3,000,000 Maximum	No deductible
Business Interruption (Net Income)	Up to 1 year, \$1,000	3 day waiting period
Cyber Incident Response	\$250,000	No deductible
Workers' Compensation	As required by law	None
All Other Property	\$2,500	\$500

Estimated Premium: ██████████ (Not Including Endorsements)

Cancellation: Your business may cancel for any reason by written request for a future cancellation date. We may only cancel as allowed by CA law. We will send a notice, at least 30 days before cancellation, to the address above. The notice will explain the cancellation and the effective date. After cancellation, the premium will be adjusted proportionately based on the time the policy was in effect.

Policy Forms & Endorsements:

3 Page Policy Form 3PG 00 00 – 01/21

California Supplement 3PG CA 01 — 01/21

California Workers Compensation Forms and Information:

WC3PCAEDEC0019

Policy Number: CP140191880P2022 **Policy Period:** 12/16/2022 to 12/16/2023 @12:01AM**This Policy Issued By:** Berkshire Hathaway Direct Insurance Company. A Nebraska Stock Insurance Company.**Named Insured (Your Business):**Arnoldo Garcia
5850 Picardy Dr
Oakland, CA, 94605-1180**Phone:** 510-928-0685**Email:** arnoldoga@gmail.com**Additional Named Insured**

ADDITIONAL NAMED INSURED	ADDRESS 1 & 2	CITY, STATE, ZIP	PHONE
N/A	N/A	N/A	N/A

Additional Insureds

ADDITIONAL INSURED	ADDRESS 1 & 2	CITY, STATE, ZIP
Oakland Unified School District:Attn-Risk Manageme	1000 Broadway, Suite 440	Oakland, CA 94607

Additional Listed Buildings

BUILDING	LIMIT	DEDUCTIBLE
N/A	N/A	N/A

Additional Listed Vehicles

VEHICLE	LIMIT	DEDUCTIBLE
N/A	N/A	N/A

I. The coverage we provide your business under this policy:

This policy only covers your business for loss caused by occurrences during the policy period. An “occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions that begin during the policy period. “Occurrence” also includes an error or omission by your business. Should any part of this policy, on its effective date, conflict with the laws of the state where your business is based, then that part of this policy will be automatically amended to meet the minimum requirements of those laws.

For your business’ property: We cover your business for theft of and physical damage to property your business owns or leases. As a direct result of a property loss we pay, your business may have increased operating expenses or lose net income. After the Waiting Period on the Summary, we will cover these amounts as Business Interruption until your business resumes normal operations (or until either Business Interruption limit on the Summary is reached). “Net income” means (i) net profit or loss before income taxes and (ii) continuing normal operating expenses, including payroll. Unauthorized modification of electronic data is physical damage to property.

For your business’ liability to others: We cover your business for amounts it is legally required to pay others as the result of an occurrence. We will provide legal counsel to defend any such claims. Employees of your business acting on its behalf and Additional Insureds working with your business are also covered the same way your business would be. Additional Insured automatically includes any required Additional Insured in a contract made before starting work.

We also cover (i) claims of negligence, errors, or omissions in providing professional services, and (ii) claims against directors or officers of your business arising from their actions taken on behalf of your business. For these kinds of claims, if your business first learns about the claim during this policy, and previously had continuous insurance coverage that would have covered the claim, we will cover that claim even though it is not the result of an occurrence during this policy.

For Auto: We cover damage to or accidents involving vehicles on the Summary the same way we cover property and liability claims, but with the Auto limits listed on the Summary.

For Cyber: We provide your business with crisis management, data and system review and recovery services, breach notification, and credit monitoring, following a data breach or computer system hack.

Workers’ compensation insurance: Every state has workers’ compensation laws that provide benefits for injured employees. We cover your business for and will promptly pay amounts required by state workers’ compensation law. We will pay all installments of the compensation that may be awarded or agreed upon in connection with those injuries.

II. If something goes wrong:

If your business has a property loss from an occurrence, we will pay to repair the damaged property if possible, or replace it with something of similar capabilities. We only pay for buildings or vehicles that are on the Summary, up to the Limit for each. For all other property (other than a building or a vehicle) that is damaged by an occurrence, we will pay up to the amount listed for Other Property on the Summary.

We will also pay necessary costs to keep your business going or to minimize the time it is out of business after a loss that we cover. We will pay these expenses until listed vehicles are repaired or

replaced (or until the Limit for that damaged vehicle is reached) or your business has resumed at a permanent location (or until either limit for Business Interruption has been reached).

For liability claims, we will have the right to decide how to prepare for and defend any potential claim, and to decide if a claim should be settled. The costs of defending do not count towards policy limits.

For cyber claims, we provide cyber incident response and breach coach services through our selected vendors.

If your business runs out of money (it is insolvent or in bankruptcy) or otherwise defaults after a person is injured by an occurrence, our obligation to pay will not be affected.

III. What we do not cover:

We do not cover any occurrence(s) that start or take place outside the policy period on the Summary. To be covered by any of this policy's Coverages, the damage, liability, or injury must be caused by or arise from an occurrence during the policy period on the Summary. For any claims that we do not cover, we will not provide legal counsel to defend those claims.

We do not cover any company other than those named on the Summary, and we do not provide coverage that is personal to you (or anyone) independent of your business. We do not cover damage to any building your business owns or leases that is not listed on the Summary. We do not cover damage to, or accidents involving, any vehicle owned or leased by your business that is not listed on the Summary. We do not cover any Additional Insured for any claims that are unrelated to your business. We do not cover any claims between any Named Insureds or additional Named Insureds. We do not cover any claims between your business and any Additional Insured that arises from a loss where this policy covers the Additional Insured.

We do not cover any damage to property (or Business Interruption), nor any claim made against your business, that is caused by pollution, asbestos, or a nuclear event. Pollution means damage caused by the spreading or escape or presence of any contaminant (whether it is solid, liquid or gas), including chemicals and waste. Asbestos means the presence or escape of any asbestos at all. Nuclear means nuclear reaction or radiation or radioactive contamination, however caused.

For property (including Business Interruption) claims, we do not cover, (i) lost or misplaced property, money, securities, or stock certificates; (ii) any property that is illegal or damaged during illegal transportation; (iii) land or water or things growing on or in them like crops; (iv) animals; or (v); any damage to property or losses caused by a law, ordinance, order, or other legal requirement, which includes any zoning change, shutdown order, or other government action. We also do not cover (i) ordinary wear and tear; or (ii) deterioration that happens because the property is old or not maintained properly, or (iii) equipment, machinery, or listed vehicles that stop working without being involved in an accident as these are not *occurrences*.

For liability claims, we do not cover claims (i) from damage or occurrences that were expected or intended (in other words, it was not accidental); (ii) solely arising from a contract; (iii) for warranty, or (iv) from any promise of financial performance or return.

IV. Deductibles and limits:

Except for workers' compensation, which is governed by your business' state's laws, your business will be responsible for a portion of each loss, commonly known as a deductible, and we will be

responsible for the amounts of loss above the deductible, up to the limit of what we will pay under this policy. The type of loss will determine how much the deductible will be, and when it is paid. The amounts of the deductible for each loss are listed on the Summary. For liability claims, we will pay the deductible portion and bill your business for it later, since we need to appoint counsel right away in order to protect your business.

Except for the workers' compensation insurance, which is governed by your business' state's laws, there are limits to how much we will pay under this policy. Listed separately on the Summary is the most we will pay for (i) any one occurrence to your business' buildings, (ii) any one occurrence to your business' property (other than buildings and listed vehicles); (iii) net income and business interruption expenses ; (iv) any one liability occurrence and in aggregate for any and all liability occurrences; (v) for the repair (and any related expenses) of listed vehicles; (vi) any one occurrence for liability arising from accidents in which listed vehicles are involved, and (vii) for cyber incident services for any one occurrence involving data breaches or hacking of computer systems.

V. What your business needs to do:

You expect us to be fair in meeting your business' needs. For us to best meet our responsibilities under this policy, we need your business to meet certain requirements as well. First, we need openness and honesty about all the information provided to us in connection with this policy. We will rely upon that information to give a premium estimate, and we also use it to protect ourselves in the event of fraud or efforts to abuse our policy and the promises we make in it.

Second, we need your business to report to us as quickly as possible about anything that could give rise to claims, and cooperate with our requests. We ask that your business take all reasonable steps to protect itself and its property after a loss. Your business must file a police report following a theft. If you have any questions or concerns, the earlier you report to us, the faster we can act to cover your business. We may need to ask additional questions to process claims, and your business must answer those promptly and truthfully. After your business reports a claim to us, we will promptly investigate, and will promptly pay claims when liability has become clear and your business has provided us with proof of loss. Your business cannot give up claims it might have against others for the losses covered by this policy without our permission, except your business may waive our right of subrogation if required by a contract before starting work.

Third, keep us updated. If any of the information given to us changes, such as adding a new property to the business, let us know so that we can keep our records up to date. Some information we may seek to confirm in any event. For example, after this policy expires, we will likely ask for confirmation of payroll so we can confirm workers' compensation data. For this and any other information requests relating to this insurance, we will be relying on your business to provide accurate information. These requests may include audits of books or physical inspection of your business' operations. We will also use the information to adjust the premium (up or down) so it accurately reflects your business' risks. All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

If your business does not meet its obligations to us, your business may lose some or all coverage under this policy.

We have tried to make our policy as simple and short as possible. Because the law of insurance is set by each state, we must include some additional terms to meet the requirements of California law. We have included this section because California requires it.

Parties: This policy is an agreement between your business (listed on the Summary) and Berkshire Hathaway Direct Insurance Company.

Coverage for Earthquake Losses: For damage caused directly or indirectly by an earthquake to listed buildings and Other Property, the deductible and limit may vary based on the coverage selected by your business as reflected on the Summary. If your business did not purchase earthquake coverage, the limit for earthquake damage is \$0. If your business did purchase earthquake coverage, buildings and Other Property have the same limits they would have for non-earthquake damage. For each earthquake loss to buildings or Other Property, the deductible is changed to a percentage (the one listed for Earthquake Damage on the Summary) of the limit that applies to that loss. Damages caused by a fire that results from an earthquake are not considered “caused directly or indirectly by an earthquake.” All earthquake shocks that occur within any single 168-hour period are considered a single earthquake. For this policy, all damage from an earthquake happens at the time the earthquake starts. This means there is no coverage for an earthquake that begins before this policy’s start time, but coverage is available for the damage caused by an earthquake that begins before this policy’s end time and continues afterwards. If there is a total loss due to earthquake, and either i) as a result of the earthquake deductible applying your business is unable to pay the full amount of the deductible, or ii) as a result of unrepaired damage to land, a building cannot be repaired or replaced, we may satisfy our obligations to your business by providing a payment of the full limit (less the earthquake deductible) that applies to the loss.

Property & Premium Breakdown: California law requires the follow disclosure of premiums, and of property insured but not owned by your business:

Schedule of Non-Owned Property	
No Non-Owned Property Listed	
Coverage For	Premium
Other Property	\$65
Property (Taxes & Surcharges)	\$0.15
Business Liability, including Cyber (Data Breach and Computer System Hacks)	\$963
Vehicle	No Listed Vehicles
Auto (Other charges)	

Direct Actions by Judgment Creditors: A creditor that has secured a judgment against your business in an action based upon bodily injury, death, or property damage, may bring an action against us on this policy subject to its terms and limitations, to recover on the judgment.

Exclusion of Fines, Penalties and Punitive Damages: This policy does not cover fines, penalties, or restitution as prohibited by Cal. Ins. Code § 533.5.

Uninsured Motorist Coverage: This policy provides uninsured and underinsured motorist coverage as broad as required by Cal. Ins. Code § 11580.2. The limit that applies to this coverage is the Auto (Liability) limit that appears on the Summary.

Execution Requirement — California law requires the following signatures:

Peter Shelley
President



Bruce J. Byrnes
Secretary



THIS TEXT REPLACES THE “WORKERS COMPENSATION” PARAGRAPH OF THE POLICY:

Workers Compensation and Employers Liability: A separate policy has been issued to your business that covers Workers Compensation and Employers Liability. This policy does not cover any claims resulting from bodily injury to your business’s employees that are covered under the Workers Compensation and Employers Liability policy, and this policy does not cover any claims resulting from bodily injury to the owners or officers of your business. All references to “you” in any documents related to the Workers Compensation and Employers Liability policy shall mean “your business.”

Policy Information Page

1. Named Insured and Mailing Address:

[SEE: "3 Page Policy" – Insurance Summary Page]

Federal Employer's ID:

Risk ID Number:

Business Description: Educational Consulting

2. Policy Period:

From December 16, 2022 12:01 AM, to December 16, 2023 12:01 AM, standard time at the insured's mailing address listed on the Summary.

3. Coverage:

- A. Workers' Compensation Insurance – **Part One** of this policy applies to the Workers' Compensation Law of the following states: All States Except Monopolistic States
- B. Employer's Liability Insurance – **Part Two** of this policy applies to work in each of the states listed in item [3]A. The limits of our liability under Part Two are:
 - **Bodily Injury by Accident – each accident:** \$1,000,000
 - **Bodily Injury by Disease – each employee:** \$1,000,000
 - **Bodily Injury by Disease – policy limit:** \$3,000,000
- C. Other States Insurance – **Part Three** of this policy applies to all states, except any state listed in item [3]A. and the states of North Dakota, Ohio, Washington, and Wyoming.
- D. This policy includes these endorsements and schedules:
 - WC 000000C – STANDARD POLICY
 - WC 3P CA DEC19 – INFORMATION

4. Premium:

The Premium Basis and, therefore, the premium will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All required information is subject to verification and change by audit.

(Continued on another page.)

Total Estimated Policy Premium: \$824.00

Total Surcharges / Assessments: \$49.00

Total Estimated Cost: \$873.00

Premium (cont.):

CA

Classification	Code	Premium Basis: Total Estimated Annual Remuneration	Rate per \$100 Remuneration	Estimated Annual Premium
Effective: 12-16-2022 – 12-16-2023				
ALCOHOLIC AND DRUG RECOVERY HOMES-- ALL EMPLOYEES. (8804)	8804	\$2,000	2.29	\$46.00
CLERICAL OFFICE EMPLOYEES (8810)	8810	If Any	0.24	\$0.00
Total Est. Premium: 12-16-2022 – 12-16-2023				\$873.00
Experience Modification				\$0.00
Minimum Premium:				\$436.00
Total Est. Standard Premium for CA				\$482.00

Policy Totals		
Manual Premium		\$46.00
Employers Liability		\$0.00
ELIncreased Limits		1000/1000/3000
Subject Premium		\$46.00
Modified Premium		\$46.00
Standard Premium		\$482.00
Minimum Premium CA:		\$436.00
Expense Constant CA:		\$340.00
Terrorism		\$1.00
Catastrophe		\$1.00
Total Est. Annual Premium		\$824.00
Revolving Fund		\$16.00
Subsequent Injury Fund		\$14.00
Uninsured Employers Fund		\$1.00
Occupational Safety and Health Fund		\$8.00
State Fraud		\$4.00
Labor Enforcement and Compliance Fund		\$6.00
Total Est. Cost for:CP140191880P2022		\$873.00

RESUMÉ 2022
Arnoldo García
arnoldoga@gmail.com

Education

B.A. Political Science, University of Washington, Seattle.

Fluent and literate in Spanish and English; I can write, interpret and translate in both languages.

Employment

July 2020 to present: Creative Change Collaborative 2020 (CCC), co-founder of restorative justice practices collaborative focused on organizing and strengthening intergenerational, multiracial leadership for restorative justice:

- In 2022, CCC, in partnership with the Oakland Unified School District's Expanded Learning Office and Restorative Justice Department, created and implemented a new initiative to extend restorative justice into Expanded Learning spaces, creating a pilot high school RJ summer internship
- With CCC, co-facilitated restorative justice trainings to school districts in West Contra Costa, San Francisco, Paradise and Rialto, California. (2020-2021)

Co-facilitated restorative justice training for community groups working with the DA's office in Gilroy, CA and community leaders in the Contra Costa County DA's Office new "Neighborhood Restorative Partnership." (2021-2022)

- Co-facilitated a monthly "Community of Practice" for the CCC DA's cohorts on restorative justice and circle practice (March 2022-January 2023 and November 2022-October 2023)

Co-facilitated a restorative justice training for Castro Valley Unified School District teachers (2021)

- Co-facilitated a monthly "Community of Practice" on community circle and restorative justice practices with a cohort of CVUSD teachers. (School year 2021-2022)

March 2016 to June 2020: Restorative Justice Program Manager with the Oakland Unified School District. I supervised and coached 12 middle school restorative justice facilitators; worked in a team to provide RJ trainings to teachers, community partners, administrators, parents, students, youth and others.

2015 to 2016: Restorative justice trainer and consultant, provided trainings to school communities in Long Beach and Humboldt, CA, working with Latino community health groups and school-based educators and administrators.

2011 to 2015: Restorative justice coordinator, United for Success Academy, an OUSD public school in the Fruitvale District, Oakland, CA. Main accomplishments:

- Implemented restorative practices to address and improve school community relationships, including training teachers, staff and parents in restorative justice

circle-keeping, other restorative practices and strategies that focused on building a healthy school climate and culture and the relationships needed to sustain a healthy community to support academic achievement.

- Organized restorative justice conferences and harm circles with students who were either suspended and/or facing discipline and conduct proceedings to develop a shared plan to keep the student in school and repair the harm. This included intensive follow-up work to ensure agreements, maintain accountability and make the agreed upon changes to repair harm and restore relationships. The restorative and harm circles included preparing with and the participation of teacher(s), administrators, student advocate, community partners, the student and his/her parents.
- Organized a restorative justice parent group, meeting every other Wednesday and one night after-school a month, which co-organized a community racial justice dialogue, developed a “Parent Support Patrol,” a monthly parent-sponsored potluck lunch for teacher appreciation and one-on-one relationship-building and;
- Convened a series of community dialogues with the RJ parent group on racism, Latino-African American relationships, racial justice, civil rights and restorative justice over the course of the school year.
- Worked daily with students, teachers and parents on discipline referrals, developing restorative justice conversations, orientations, repair harm and support to keep the student in class or in school.
- Worked with discipline team that included the Principal, academic counselor, community partner and COST members to review, assess and provide support for students, families and teachers. Our team changed its name and framework, calling ourselves “Student Leadership Development Support Team” to reflect the school’s growing restorative culture.

1999 to 2011: National Network for Immigrant and Refugee Rights (NNIRR)

- Director of NNIRR’s Immigrant Justice & Rights Program
- HURRICANE Coordinator; developed and launched HURRICANE: The Human Rights Immigrant Community Action Network, bringing together community-based groups to track, document and denounce immigration law enforcement abuses and other human rights violations perpetrated against immigrant and refugee communities.
- Conducts popular education workshops on human rights documentation, community organizing and writing.
- Editor and writer for NNIRR’s on-line blog, “Immigrant Rights News,” the HURRICANE E-newsletter and *Network News*, NNIRR’s occasional print newsmagazine. Manages NNIRR’s social media broadcasting work on Twitter and Facebook.
- Represented NNIRR in the media, providing interviews, political commentary, information and referrals for stories and analysis on human rights and justice. For more information on NNIRR, visit <http://www.nnirr.org>

Accomplishments

- **Editor and writer:**
 - NNIRR’s 2003 human rights report, “Human Rights & Human Security at Risk: The Consequences of Placing Immigration Enforcement and Services in the Department of Homeland Security;”
 - NNIRR’s 2008 human rights report “Over-Raided, Under Siege: U.S. Immigration Laws and Enforcement Destroy the Rights of Immigrants;” and,
 - The 2009 NNIRR human rights report, “Guilty by Immigration Status;” and
 - The NNIRR human rights report “Injustice for All: The Rise of the U.S. Immigration Policing Regime” (covering 2009-2010); and
 - Editor, NNIRR spotlight report on human rights at the U.S.-Mexico Border (April 2022).
- In 2007, Arnoldo was presented with the “Cesar E. Chavez Leadership Achievement Award,” recognizing his lifelong commitment to community organizing and defense of rights.
- In 2009, recipient of the Alston/Bannerman Fellowship, a sabbatical in recognition of his work for racial justice.
- Essay on the significance of the massive 2006 immigrant community mobilizations, “Immigrant Rights and Power: Transforming Social Justice, Dreaming A Different World,” was published by the Southern California Library for Social Research journal.
- I am a long-time cultural worker, writer and musician; organized Poets Against War & Racism and edited and published a small selection of the group’s work. My work appears in the book, *XicKorea – Poems Rants Words Together* (California, 2003), *Chokecherries* (New Mexico, 2005) and in *Hurricane Katrina: Response and Responsibilities* (New Pacific Press, 2005) and featured on the Latina/Latino writers on-line publication, “La Bloga.”

References provided upon request.



3801 Howe St.
Oakland, CA 94611

MISCELLANEOUS INJECTIONS

DRS. ORDERS: HYPO IM

DR. WRITE PATIENT'S NAME

Name: Garcia, Arnoldo
REF: MRN: XXXXXXXX DOB: XXXXXXXX
Dept: OAK-INJA > MAIN CAMPUS
Prov: ADULT INJECTION NURSE
Appt Date: 3/18/2022 Prov ID: No ID

PPD Intermediate tet bn skin test

I.D. - 0.1 cc

HISTORY OF SENSITIVITY TO DRUG BEING ADMINISTERED: YES NO

PHYSICIAN'S SIGNATURE

DATE

M.D.

INJECTIONS

DEPT.

R.N.

COPIED FROM
DUPLICATE
REQUISITION

ORIGINAL AT:

LOCATION

AMOUNT

COV. RCF

RING NO.

DATE

1. PRD Intermediate tbcn.

2. Skin Test - 0.1 cc given

4. read/mm. induration

NEGATIVE INDURATION 0mm

THIS IS TO CERTIFY THAT I/WE, THE UNDERSIGNED, CONSENT TO THE ADMINISTRATION OF ANY INJECTIONS DECEIVED TO BE NECESSARY FOR THE ABOVE PATIENT.

DATE

SIGNATURE

WITNESS

BA & Camotery

3/18/22

[Signature]

3/18/2022

[Signature]