



Board Office Use: Legislative File Info.	
File ID Number	23-0210
Introduction Date	2/22/23
Enactment Number	23-0310
Enactment Date	2/22/2023 CJH

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Kim Jones, Director Oakland Adult & Career Education

Meeting Date February 22, 2023

Subject Services Agreement -Big Picture Learning - Harbor Freight Fellows Initiative – No Cost

Ask of the Board Approve Service Agreement
 Ratify Service Agreement

Services The intent of this Memo of Understanding is to provide certain guidelines and mutual expectations pursuant to a partnership between BPL and OUSD/Oakland Adult & Career Education to afford youth for whom post-secondary pursuit of a career in the trades is the preferred and appropriate life path the opportunity to participate in the HFFI (Harbor Freight Fellows Initiative) Program.

Term Start Date: November 15, 2022 End Date: June 30, 2025

Not-To-Exceed Amount \$0

Competitively Bid No. This no-cost agreement is under the bidding threshold. OUSD/Adult & Career Education will provide teacher/staff time.

In-Kind Contributions N/A. No-cost agreement.

Funding Source(s) No Fiscal Impact

Background Adult & Career Education in Support of the Harbor Freight Fellows Initiative (HFFI). HFFI provides logistical and material support for apprenticing experiences for youth alongside professional tradesperson mentors in the field, on job sites doing real work with real responsibilities.

Attachment(s) • Service Agreement with Big Picture Learning (Harbor Freight Fellowship Initiative)

SERVICES AGREEMENT 2021-2022 – NO COST

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 (“Big Picture Learning / Harbor Freight Fellows Initiative,” together with OUSD, “PARTIES”):

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date:
November 15th, 2022

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:
c. June 30th, 2025

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.** BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment.** BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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.

4. **Inspection and Approval.** BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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 records or other materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. One example of such records or other materials is proof of BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) compliance with Section 16.b (Fingerprinting/Criminal Background Investigation). The Services performed by BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) must meet the approval of OUSD, and OUSD reserves the right to direct BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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.** BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)'s programs and school site(s) change (either midyear or in subsequent years), BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall promptly update the information in the database.

6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) pursuant to this Agreement in order to further the purposes thereof. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) and all BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)'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. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) understands that student data is confidential. If BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) will access or receive identifiable student data, other than directory information, in connection with this Agreement, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) agrees to do so only after BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) and OUSD execute a separate data sharing agreement.

- (i) If BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) is a software Big Picture Learning (Harbor Freight Fellows Initiative), 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 BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) is not a software Big Picture Learning (Harbor Freight Fellows Initiative), 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 BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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.** BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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 BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE), its employees, or its subcontractors in connection with the Services performed under this Agreement. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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 BIG PICTURE LEARNING (HARBOR

FREIGHT FELLOWS INITIATIVE)'s prior written consent, use BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)'s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) agrees to provide the Services at no cost

to OUSD. However, OUSD understands and acknowledges that BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall impose the following costs on families and students:
No cost to families and students.

9. **Equipment and Materials.** BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **Termination.**
 - a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE). 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 COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE). 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, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall provide OUSD with all materials produced, maintained, or collected by BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

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

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General
Counsel Address: 1000 Broadway,
Suite 300 City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)

Name: Charlie Plant
Title: Program Director, Harbor Freight
Address: 325 Public St.
City, ST Zip: Providence, RI 02905.
Phone: 401-741-8954
Email: cplant@bigpicturelearning.org

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.

12. **Status.**

- a. This is not an employment contract. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE), in the performance of this Agreement, shall be and act as an independent contractor. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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 BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)'s employees.
- b. If BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) is a natural person, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) verifies all of the following:
 - (i) BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) is free from the control and direction of OUSD in connection with BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)'s work;
 - (ii) BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)'s work is outside the usual course of OUSD's business; and
 - (iii) BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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 BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) is a business entity, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) verifies all of the following:
 - (i) BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) is free from the control and

direction of OUSD in connection with the performance of the work;

- (ii) BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) is providing services directly to OUSD rather than to customers of OUSD;
- (iii) the contract between OUSD and BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) is in writing;
- (iv) BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) has the required business license or business tax registration, if the work is performed in a jurisdiction that requires BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) to have a business license or business tax registration;
- (v) BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) maintains a business location that is separate from the business or work location of OUSD;
- (vi) BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) is customarily engaged in an independently established business of the same nature as that involved in the work performed;

- (vii) BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) provides its own tools, vehicles, and equipment to perform the services;
- (x) BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) can negotiate its own rates;
- (xi) BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) can set its own hours and location of work; and
- (xii) BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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.

13. **Qualifications and Training.**

- a. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) represents and warrants that BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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 BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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 BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) was selected, at least in part, on such representations and warrants.

14. **Certificates/Permits/Licenses/Registration.** BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)'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.

15. **Insurance.**

- a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. 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 BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE). The policy shall protect BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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.
16. **Testing and Screening.**
- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) is required to screen employees who will be working at OUSD sites for more than six hours. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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, BIG PICTURE

LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall obtain an x-ray of the

lungs. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE), 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 BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) employees, subcontractors, volunteers, and agents providing the Services, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)S whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

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

17. Incident/Accident/Mandated Reporting.

- a. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. 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. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall bear all costs of compliance with this Paragraph.

- b. To the extent that an employee, subcontractor, agent, or representative of BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) is included on the list of mandated

reporters found in Penal Code section 11165.7, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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.

18. Coronavirus/COVID-19.

- a. Through its execution of this Agreement, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) or any employee, subcontractor, agent, or representative of BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) possible COVID-19 exposure.
- c. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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 employees to BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) or any employee, subcontractor, agent, or representative of BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

19. **Assignment.** The obligations of BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) under this Agreement shall not be assigned by BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

20. **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, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) agrees to require like compliance by all its subcontractor (s). BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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.

21. **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, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)S, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
22. **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.
23. **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.
24. **Conflict of Interest.**
 - a. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)'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, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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 BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) agrees it shall notify OUSD in writing.

25. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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 Big Picture Learning (Harbor Freight Fellows Initiative) does not appear on the Excluded Parties List (<https://www.sam.gov/>).
26. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. 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.
27. **Indemnification.**
 - a. To the furthest extent permitted by California law, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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 BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)’s performance of this Agreement. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by

any supplier, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE), or subcontractor furnishing work, services, or materials to BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) arising out of the performance of this Agreement. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at

BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)'s own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE), its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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 BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.
28. **Audit.** BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) transacted under this Agreement. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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 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 BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) and shall conduct audit(s) during BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)'S normal business hours, unless BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) otherwise consents.
29. **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.

30. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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.

31. **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.
32. **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.
33. **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.
34. **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.
35. **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.
36. **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.

37. **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.
38. **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. BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) 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.
 - c. Notwithstanding Paragraph 10, 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. Upon termination, BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) shall provide OUSD with all materials produced, maintained, or collected by BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
39. **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 BIG

PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)

absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

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

BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)

Name: M. R. Brezler Signature: M. R. Brezler

Position: Chief Operating Officer Date: 12/21/22

OUSD

Name: Sondra Aguilera Signature: Sondra Aguilera

Position: Chief Academic Officer Date: 1/23/2023

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

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

Position: Secretary, Board of Education Date: 2/23/2023

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

EXHIBIT A

1A. **General Description of Services to be Provided:** HFFI provides logistical and material support for apprenticing experiences for youth alongside professional tradesperson mentors in the field, on job sites doing real work with real responsibilities. Our support will include:

- A \$1000 scholarship to the youth Fellow for successful completion* of a Full Fellowship of 120 hours apprenticing experience with a Mentor in real work conditions.
- A \$250 scholarship to the youth Fellow for successful completion* of an Explorer Fellowship of 60 hours apprenticing experience with a Mentor in real work conditions.
- In certain circumstances, a stipend may also be available to the professional tradesperson Mentor

BPL additionally will:

- Work with OACE to identify students that are attending OACE Job Training programs for whom this opportunity is appropriate.
- Provide all necessary materials and planning support for students, staff and community-based mentors.
- Provide access to the internship management tool B Unbound for all OACE Fellows.
- Provide access to any other relevant and useful tools and BPL initiatives.
- Have a dedicated, on the ground staff member responsible for coordinating the program and supporting OACE staff, Fellows and mentors.

OACE is expected to:

- Work closely with assigned BPL staff to identify and support Fellows and mentors.
- Support the completion of all necessary documents by Fellows, mentors and support staff that includes W-9's, Fellowships Agreements, media releases and post-Fellowship surveys.
- Provide staff support to facilitate successful Fellowships* ie maintain communication with Fellows, mentors and parents, including monitoring and verification of completed hours.
- Assist in collecting data to evaluate impact of program on Fellows and mentors (the post-Fellowship surveys).
- Assist in promoting apprenticing experiences for youth by contributing photos and videos of youth and mentors at work, reflections, etc. that can be shared on the HFFI website and through social media.

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.](#)

2. **Waivers (Completed by OUSD Only):** *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 BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)'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.)
- Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE) has no employees.)
- Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)'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 BIG PICTURE LEARNING (HARBOR FREIGHT FELLOWS INITIATIVE)'s employees, subcontractors, volunteers, and agents will have no contact (in- person ***or virtual***) with OUSD students.)