

Board Office Use: Legislative File Info.	
File ID Number	20-1984
Introduction Date	10/28/2020
Enactment Number	20-1582
Enactment Date	10/28/2020



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
SONDRA AGUILERA

Board Meeting Date October 28, 2020

Subject Professional Service Agreement 2020
Contractor: Servio Consulting, LLC of Frankfort, IL
Services for: 922-Community Schools and Student Services Department

Action Requested and Recommendation Approval by the Board of Education of a Professional Services Agreement between the District and Servio Consulting, LLC, Frankfort, IL, for the latter to provide: vendor will create after school program planning tool using Salesforce Quip and use data collected to generate after school MOU packets and route for signature via DocuSign. Vendor will also create after school site visit review tool within Salesforce mobile app for the period of October 28, 2020 through June 30, 2021 in an amount not to exceed \$46,000.00.

Background To develop newly-available technological tools to create more efficient and collaborative after school planning process as well as tracking and providing feedback to partners around appropriate after school conditions.
(Why do we need these services. Why have you selected this vendor?)

Competitively Bid Was this contract competitively bid? Yes No
If No, List Bid Exception: Professional Services Agreement under \$90.2K

Fiscal Impact Funding Resource name(s) (detailed below) not to exceed \$46,000.00.

Resource Name(s)	\$10,000.00	After School Learning&safeguard
	\$6,000.00	T Iv 21st Century Com Learning
	\$10,000.00	T Iv 21st Century Com Learning
	\$10,000.00	T Iv 21st Century Com Learning
	\$10,000.00	T Iv 21st Century Com Learning

Attachments: Professional Services Agreement including Scope of Work

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

PROFESSIONAL SERVICES AGREEMENT 20 2020-2021

This Professional 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”):

Servio Consulting, LLC of Frankfort, IL

The PARTIES hereby agree as follows:

1. **Term.**

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

October 28, 2020

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, 2021

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date.

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. Unless OUSD communicates to VENDOR in writing otherwise, VENDOR shall register with and maintain current information within OUSD's Enrichment Provider database. 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 student data in connection with this Agreement, it agrees to do so only after executing the [California Student Data Privacy Agreement](#) (“CSDPA”), which shall be incorporated by reference into this Agreement upon execution. All confidentiality requirements, including in the CSDPA, 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 rendering Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

- a. The compensation under this Agreement shall not exceed:

Forty-Six Thousand Dollars and 00/100

\$46,000.00

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 rendered, 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. 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 under receipt by VENDOR of such notice.
 - d. 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.
 - e. 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.**
 - 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 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 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.
12. **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

VENDOR

Name: Leslie Buenz
Title: Officer (Executive)
Address: 14 Hickory Street
City, ST Zip: Frankfort, IL 60423
Phone: 815-770-2666
Email: leslie.buenz@servioconsulting.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 law, code, rule, regulation, and/or ordinance. 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 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 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**, VENDOR is required to fingerprint and conduct a criminal background investigation in accordance with Education Code section 45125.1 and, through its execution of this Agreement, VENDOR certifies its compliance with these provisions as follows:

VENDOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all VENDOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Workers") regardless of whether those Workers

are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of VENDOR, who may have contact with OUSD pupils in the course of providing Services pursuant to this Agreement, and the California Department of Justice has determined that none of those Workers has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR has also received and reviewed fingerprint results for each Worker and VENDOR has requested and reviewed subsequent arrest records for all Workers who may come into contact with OUSD pupils in providing services to OUSD under this Agreement.

Notwithstanding this certification, 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. 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 tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
 - d. 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 employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing.
 - 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 similar 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 Professional Services Contract, the terms and provisions of this Professional Services Contract 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 has authority to sign contracts for OUSD and only under limited circumstances, which required 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.
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.

REST OF PAGE IS INTENTIONALLY LEFT BLACK

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

VENDOR

Name: Servio Consulting, LLC Signature: Leslie Buenz

Position: Officer (Executive) Date: 10/01/2020

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: JODY S LONDON Signature: Jody London

Position: BOARD MEMBER Date: 11/02/2020

- Board President
- Superintendent
- Chief/Deputy Chief

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

Position: Secretary, Board of Education Date: 11/02/2020

EXHIBIT A

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

See Attached Scope of Work

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.

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

Rate Type:

Rate Amount: \$46,000.00

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..."*

OUSD Expanded Learning Office will have a more collaborative after school program planning process and will be able to more efficiently produce after school MOUs from the program plans. Expanded Learning will also have a tool for tracking site visits and providing feedback for after school partners.

3. **Alignment with Single 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(s):

Action Item added as modification to Board Approved SPSA – VENDOR agrees to submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

- Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
- 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. **Waivers:** *OUSD has waived the following:*

- Commercial General Liability Insurance
- Workers' Compensation Insurance
- Tuberculosis Screening
- Fingerprinting/Criminal Background Investigation

Vendor has no student interaction

Oakland Unified School District
Expanded Learning
Quip Implementation
Statement of Work



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

August 26, 2020

SUBMITTED BY:

Official Registered Name: Servio Consulting, LLC
Certified WOSB by the WBENC – Certification #WOSB180156

[Dun & Bradstreet Number: 08-047-8850](#)

[CAGE Code Number: 7SH33](#)

Address: 14 Hickory Street, Frankfort, IL 60423

Main Telephone Number: 855.737.8461



EXHIBIT A-STATEMENT OF WORK

This SOW is issued pursuant to and is part of the Agreement between Servio Consulting, LLC (Servio) and Oakland Unified School District (OUSD) dated August 10, 2020.

Company Overview

Servio Consulting, LLC (Servio) along with our strategic partner Salesforce® are proud to propose our solution to OUSD. Our Salesforce® solutions are designed to drive you towards your goals by defining processes in Salesforce® and increasing operating efficiencies to maximize your return on investment. As a Salesforce® consulting partner, we believe in execution, accountability, and partnership.

Over the past twenty-five (25) years, Servio consultants have implemented Commercial Off-the-Shelf (COTS) based systems while cultivating and sustaining excellent relationships with public, non-profit, and private sector clients. We utilize a broad range of functional and technical experience held by our diverse group of consultants, and enlist project teams that focus on developing customized and practical technology solutions. In addition, every Servio client—regardless of project size— benefits from the personalized attention of Servio's highly experienced executive team, whose primary focus is to nurture client relationships throughout all stages of the engagement to ensure success.

Below are examples of some of the services provided by Servio:

- 🌀 Customization Services
- 🌀 Salesforce® Administration & Development Services
- 🌀 Integration Services & Data Migration Services
- 🌀 Salesforce® Assessment & Implementation
- 🌀 Training
- 🌀 Managed Service

Management Consulting

At Servio we pride ourselves in working closely with clients to identify areas in which processes can be streamlined or enhanced to provide the maximum effectiveness and efficiency possible. Whether it is a fresh pair of eyes, a fresh pair of hands, or just a fresh idea or two, sometimes an organization needs a unique perspective to help them improve their operations. Servio will work side by side with OUSD providing hand-holding when necessary but guiding you to stand up and run on your own. Servio provides program and project management, business process reengineering, requirements gathering and analysis, independent project oversight, quality assurance, training, and organizational change management.

Salesforce® Platform Development & Integration

The benefits that OUSD will receive from Servio includes improved business practices, increased productivity, reduced operating costs, increased customer satisfaction, and maximized return on investment. Our consultants are strong advisors who stay on the cutting edge of Salesforce® technologies to assist OUSD in utilizing their Salesforce® Solution at the highest level. We are Salesforce® experts, your trusted advisor and long-term partner.

Servio's Education Experience

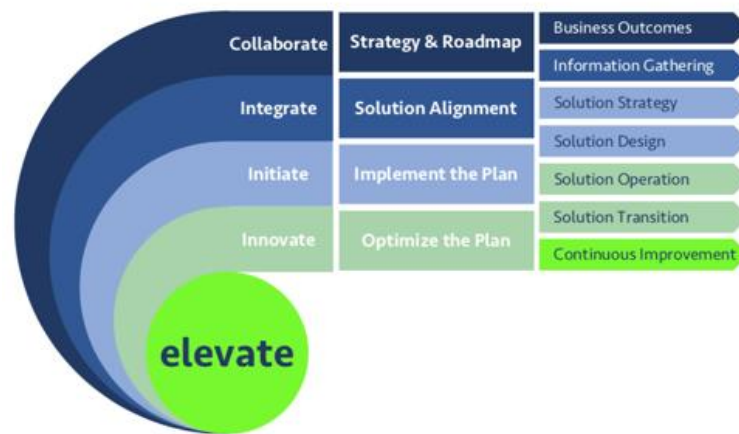
Servio has extensive experience in the Education Industry utilizing the Salesforce® platform from K-12 to Higher Education including boarding schools, charter schools and specialty schools. This includes taking the student through the system from recruitment to nurturing alumni and donor relationships. Not only has Servio engaged in several projects that encompass the standard functionality around attracting and retaining students, improving student engagement, alumni engagement and donor management, Servio has built out an education toolbox.

Servio's Education Toolbox



Project Methodology

Using our Ci2i Methodology allows Servio to systematically manage our projects. We will then configure the proposed functionality iteratively. Any necessary customization will be identified and addressed based on the corresponding business requirement. The functional requirements mapping provides our preliminary thinking around customizations. At the conclusion of the iteration, OUSD can view the functionality. To support the process, the team will approach employing continuous integration and the Iterations continue.



The project begins with a **Collaboration Phase**. During the Collaboration Phase, Servio will work with OUSD to create a strategy for their Expanded Learning implementation. In addition, we will work with OUSD to validate implementation requirements that combine the functional and technical requirements with the data analysis. We will determine what objects and fields already exist in their current Salesforce org and what automation is needed. After the Collaboration Phase has been completed, a data model will be created as the foundation for the Salesforce® Platform. The data model will encompass all data records, objects, fields and automation.

Servio will employ our proprietary approach to confirm solution fit by working closely with OUSD to map OUSD’s requirements to the Salesforce® capabilities and then we will assist OUSD in selecting the configuration options that best meet the identified requirements.

The **Integrate Phase** is intended to determine the key design elements that will drive a successful solution. The release planning iteration will break the business requirements into iterations that include major functionality groups. It will also verify that sufficient user detail exists to convert the requirements into user stories that drive the build. Technical design guidelines, data model choices, and interface style decisions will be made during the release planning iteration. Design iterations analyze specific user interface or user flow choices and are used to provide additional detail that Business Analysts and Developers will need to deliver the user stories. Grooming iterations then compile and organize the user stories to control scope, timeline, and budget.

The **Initiate Phase** will implement the design in a series of build iterations. These iterations use the prioritized stories from the backlog created in the iteration to deliver and measure implementation progress. The Build Iterations will continuously integrate configuration and development activities. This allows individual components of the complete solution to evolve and then OUSD can approve them as they are completed – this approach helps avoid a large-scale single acceptance effort that we believe would be highly complex and very risky. A demo for approval will be given to OUSD after each iteration.

The transition to go-live is intended to ensure that the solution is consumable and secure. During the phase, the team will prepare any final documentation deliverables, often perform informal coaching for support team members, and generally prepare the solution for deployment. Strong focus will also be given to security in this phase. Although the Salesforce®.com platform is highly secure, we believe our rigorous approach is the best way

to avoid security vulnerabilities. In addition, this will include the data migration, user roles setup, Testing, and Training. After go-live, the **Innovate Phase** will include support and updates.

Training:

Servio, along with its highly-respected partner, Salesforce®, has extensive experience and a proven track record designing successful training strategies.

Salesforce® Training: Training will be tailored to address OUSD’s implementation, Servio will provide you with training scripts to use for two-hour hands on training sessions. The training will be conducted via webinar and can be recorded for future use.

Drive Adoption: Access exclusive success programs and 1-on-1 engagements through Accelerators & Success Managers to provide you with best practices, adoption strategies, proactive recommendations, and release readiness.

Get Support: Get direct access to our highly skilled Support team for expert answers fast - whether you have how-to questions, technical issues, or need to troubleshoot code.

Boost Productivity: Extend your team's capacity and achieve maximum Salesforce® ROI with Premier’s fast, expert, and personalized experience.

Project Plan Overview

Servio will implement OUSD’s Program Plan process utilizing Salesforce’s collaboration tool, Quip. This will allow the schools and school agencies to collaborate with each other on these plans, once the plan is completed and locked down with any additional changes, it will then go to the ELP department for review and updates.

Servio will also be implementing the updates to the MOU creation process in Salesforce that will be generated after the Program Plan is approved. Once the MOU is completed it will generate a DocuSign document to send out the package for review and signatures.

Additionally, Servio will be implementing a global action inside of the Salesforce that can be used via the mobile app for site visit assessments. These assessments will be stored on the site Account inside Salesforce and will allow OUSD to centralize the feedback and act on it.

Project Approach

The project will begin with a discovery meeting between OUSD and Servio. This meeting will be held to lay out expectations for both parties during the length of the project. This includes OUSD confirming all their needs and requirements while also giving Servio an opportunity to ask crucial questions. Once the meeting is complete and all requirements are gathered and signed off on, Servio will begin building the program plan solution.

Iteration 1- Set up Folder Structure and Permissions in Quip

Servio will establish the Quip environment by first building out a folder structure and permission set for the users to interact with. This folder structure will lay the ground work for later development by ensuring that users can efficiently navigate to the desired document. The permission sets will ensure that users can only access the program plans that they are assigned to.

Iteration 2 – Program Plan Template

Servio will work with OUSD to develop a custom app with Quip so that every program plan follows the same basic structure including budgeting. This will help to standardize what information is gathered on the program plan and will keep the document from getting disorganized. Having a template in place will also make getting a new program plan started a simple straightforward task.

Iteration 3- Creation of MOU's and DocuSign Documents

Servio will develop the creation of a new MOU inside of Salesforce to store the new information that is gathered from the program plan. The program plan itself will also be linked to this MOU as a way of bringing all information into one place. Upon creation of the new MOU, Servio will also configure DocuSign to send out a finalized MOU for signature to all parties involved.

Iteration 4 – Site Assessment Tool

Using a global action in Salesforce, Servio will develop a site assessment tool for program managers to use on site when supplying feedback to the program sites. These assessments will allow for mobile access. By storing assessments in one central location, OUSD will be able to better report on how the program sites are performing and give better insight to the sites as feedback.

Project Scope

- Salesforce Quip Setup
 - Folder Structure
 - Permissions
 - Program Plan Template
 - MOU Document Creation
 - DocuSign Integration and Document Creation
- Mobile
 - Global Action to Submit Site Feedback
- Salesforce Quip Training

Project Deliverables

- 4 hour requirements gathering sessions
- Create Project Plan and Task List utilizing Quip (OUSD will have access)
- 3-hour training session
- Salesforce Quip & Training Documentation Guide

Iteration 1 – Quip Setup

- Initiate Quip Environment
- Design Folder Structure
- Set up Quip Permissions to Users
- Connect Quip Environment to Salesforce

Iteration 2 – Program Plan Process

- Develop Program Plan Template
 - Up to 3 Versions with Budgeting Sheet
- Establish Business Process of Locking Down Document

Iteration 3 – MOU’s and DocuSign

- Develop MOU Updates
- Develop DocuSign Template
- Connect Quip to MOU object in Salesforce

Iteration 4 – Site Assessment Tool

- Build Assessment tool with Global Action
- Develop Reporting from Assessments

Innovate







- Conduct Training
 - Train the Trainer – 3 Hours
- Test
 - Develop Test Plans
 - Run UAT
- Move to Production

Go-live

- 14 days of Post Production Support

Project Timeline: 16 Weeks

Assumptions:

-  OUSD has an active Quip License
-  OUSD will respond to request for information in a timely manner
-  Timely user acceptance to be conducted by OUSD
-  Out of Scope items are treated as a change order that requires approval from both parties
-  OUSD has an active DocuSign license that is able to integrate with Salesforce
-  Budgeting Tool will be subject to Quip sheet functionality

Project Cost

Service Job	Cost
Implementation	\$46,000

Description: Expanded Learning Quip Implementation

Start Date: TBD

Estimated Timeframe for Completion: 16 Weeks

Investment: \$46,000 (Fixed Bid)

Work Site: Servio HQ

Client Project Manager: Jack Lowe

Additional Conditions/Instructions: The client will be required to complete Salesforce® Project Survey upon completion.

Project Implementation Payment Terms:

Time	% of Total	Total
Signing of Contract	50%	\$23,000
30 days after signing	25%	\$11,500
Go-Live	25%	\$11,500

Approvals:

Servio Consulting, LLC

Oakland Unified School District

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE: