

Board Office Use: Legislative File Info.	
File ID Number	20-2459
Introduction Date	December 9, 2020
Enactment Number	20-1818
Enactment Date	12/9/2020 lf



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Joshua R. Daniels, General Counsel

Meeting Date December 9, 2020

Subject Professional Services Agreement with the CORE Districts

Action Approve Professional Services Agreement with the CORE Districts

Background & Discussion The CORE Districts were established in 2010 by the school districts of Los Angeles, Long Beach, Fresno, Garden Grove, Santa Ana, Sacramento, Oakland, and San Francisco. Superintendent Johnson-Trammel currently serves as President of the Board of Directors of CORE.

OUSD's membership in CORE is vital for a number of key reasons:

- *Influence*: Other organizations don't bring the large urban perspective to these issues that CORE does. CORE has had a definite impact on the development of key state policies, including the California School Dashboard, LCAP indicators, the focus on performance gaps, and our state's approach to accountability and school improvement. Another example is that CORE Districts got the first and only waiver to the No Child Left Behind accountability system that was granted to districts, not to the state. It broke new ground on taking a whole school, whole child approach to school and district improvement under No Child Left Behind. CORE used this waiver to create an alternative School Quality Improvement Index using multiple indicators of academics and school culture/climate, with an equity lens looking at disaggregated student groups as small as 20 students. CORE also developed a continuous school improvement approach rather than NCLB's punitive approach to turn around low performing schools or schools with large equity gaps.

- *Data:* The 8 CORE district data leads developed strong, collaborative relationships and thought partnerships that continue today. Currently, the Data Leads have been meeting weekly since the pandemic to discuss many data related issues, including COVID-19 response and ways that CORE can support reopening of school (whether physical school or distance learning), assessing learning loss and student engagement, etc. The PACE/CORE research collaborative is a way for OUSD to not only contribute to research guiding policy advocacy, but to also gain insight into factors influencing the positive and negative outcomes of our own students. By opting into the PACE-vetted studies the District finds most relevant and helping to guide research topic development annually, we are able to maximally benefit from this collaboration and ensure that a diverse set of data from students across California are available to researchers. Because this collaborative has been set up as an integral aspect of district involvement in CORE, CORE is able to share data for research directly with PACE following our opting into any given study. This means that District staff does not have to spend time to address individual researchers' requests for data or track down their research reports and findings.

- *Collaboration:* One example is the High School Breakthrough Community Series is a Networked Improvement Community (NIC) that focuses on 9th grade (Skyline, Oakland HS, Oakland Tech, Fremont, and new for 20-21, Castlemont). It has about 30 high schools in 8 districts, including some data collaborative districts. Another example is the middle school math network improvement community for African American students. Our district focused on improving outcomes for African American students in grade 4 through 8 at a set of elementary and middle schools primarily in West Oakland (with future plans to look at 9th grade Algebra 1). CORE provided professional development in Carnegie network improvement inquiry and time for conversations within and between OUSD school staff and staff from other schools across CORE who were interested in addressing inequities in math outcomes for their targeted student group.

This Agreement continues OUSD's membership in CORE for the 2020-21 fiscal year. It was delayed coming to the Board due to COVID-19 and discussions with CORE regarding the timing of payments.

Fiscal Impact \$156,000.00 (General Fund)

Attachment Professional Services Agreement between the Oakland Unified School District and the CORE Districts

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

PROFESSIONAL SERVICES AGREEMENT 2020-2021

This Professional Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the **CORE Districts** (“VENDOR,” together with OUSD, “PARTIES”).

The PARTIES hereby agree as follows:

1. **Term.**

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

Start Date **July 1, 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”):

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 **Exhibit A**, attached hereto and incorporated herein by reference.

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 7 (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. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily rendering Services in accordance with this Paragraph, Paragraph 9 (Invoicing), and **Exhibit A**.

a. The compensation under this Agreement shall not exceed:

\$ Not-to-Exceed Amount **156,000.00**).

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 within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 9 (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.

8. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
9. **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.

10. 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 17 (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.

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

VENDOR

Name: **Core Districts**
Address: **1107 9th St., Ste. 500**
City, ST Zip: **Sacramento, CA 95814**
Phone: **(916) 596-2548**
Email: **whitney@coredistricts.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. **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. 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.

13. **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.
14. **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.
15. **Insurance.**
 - a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including, if applicable, automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for 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.

16. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 11 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident that impacts OUSD. 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.

17. **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. 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.
 - c. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.

23. **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.

24. **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/>).

25. **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 7 (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.

26. **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.

27. **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.

28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.

34. **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.
35. **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.
36. **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.
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 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.
39. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to VENDOR absent such formal approval.

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

VENDOR

Name: Rick Miller Signature: 

Position: Chief Executive Officer Date: 12/3/2020

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 7 (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 London Signature: 

Position: President, Board of Education Date: 12/10/2020

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: 

Position: Secretary, Board of Education Date: 12/10/2020

Approved as to form on December 3, 2020

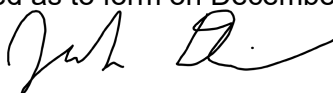


EXHIBIT A

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

Add General Description of Services **See attached “Statement of Work: Participation in the CORE Collaborative.”**

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

VENDOR may invoice OUSD for half the not-to-exceed amount (\$78,000 of \$156,000) upon the approval of this Agreement. VENDOR may invoice OUSD for the second half of the not-to-exceed amount (\$78,000 of \$156,000) on or after February 1, 2021.



Statement of Work: Participation in the CORE Collaborative

About the CORE Collaborative

CORE Districts is a collaboration of school districts working together to improve student achievement through highly productive, meaningful partnership and learning between member school districts. Currently, eight school districts serving more than 1 million students participate in the collaborative: Fresno, Garden Grove, Long Beach, Los Angeles, Oakland, Sacramento, San Francisco, and Santa Ana Unified. Together, our districts share a fundamental belief that all students can achieve at high levels and are deeply committed to providing learning opportunities that will help them to do so.

As a collaborative effort, the work of CORE Districts is directed by, and in service of, the participating school districts. Exemplifying this, the CORE Board of Directors is comprised of the superintendents of each member school district and provides supervision, direction, and strategic vision for the organization. The number of participating districts is capped at 15, thus each participating district has a meaningful voice and leadership role as they collaborate with other districts. Organizationally, CORE Districts is a 501c3 nonprofit serving as a hub for this collaboration and supporting partnership and shared learning at the superintendent, central office, school leader, and teacher levels.

CORE Districts' long-term goal is for all California students to have strong support, effective programming, and an educational community standing together by their side so that they can achieve and succeed in college and career. We are working towards this goal by supporting and facilitating inter- and intra-district collaboration to innovate, implement, and scale successful strategies and tools that help students succeed.

Partnership Benefits

All the partnership benefits described in this agreement may not apply to all CORE districts. Additionally, the partnership benefits outlined in this agreement are subject to change over time based on availability and Districts decisions to participate in different offerings. CORE Districts will also respond to the needs of its members by facilitating learning sessions either virtually or in-person based on the conditions/mandates set forth by the state and local districts. Decisions regarding the scheduling and delivery of sessions will be communicated with participants 45 days in advance.

District Partnerships to Achieve Impact

One or more CORE Districts will be invited to enter into a multi-year partnership with CORE, in an effort to invest in those districts' vision and theory of action to deepen and spread disciplined continuous improvement in their organizations. The intent is to achieve measurable impact on key focus areas for improvement, as well as develop insights, learning and proof points around how large urban districts embody the principles of continuous improvement.

The roles and commitments of both district and the partner organization (CORE) include:

District

- **Who:** Cross-functional district partnership team of cabinet level and school supervisory level staff, as well as meaningful engagement of site level leadership. Depending on the district structure, problem of practice, and needs, this team may include:
 - Cabinet officers: Senior team member who serves as executive sponsor and guide the team
 - Principal supervisors: Brings school perspective and integrates with other efforts underway, interfaces with principals
 - Functional lead(s): Brings relevant content expertise based on the problem the district has prioritized and helps integrate with other initiatives
 - Data and accountability lead: Helps problem solve how to measure improvement
 - School site leader representation: Establish strategic touch points where site level leadership provides key insights, feedback and contributes to the design and implementation of the scope of work
- **Key role:** Guiding improvement work and building capability at the district and school site level.
- **Commitment:** The Partnership Team's commitment includes:
 - Hosting monthly **planning & reflection calls**, dedicated monthly day-long learning & planning sessions (virtual/in-person as appropriate)
 - Hosting **Ad Hoc meetings** with specific staff, likely to include Data Leads, School Site Planning / LCAP Leads, Communications Staff, Principal Supervisors, Curriculum & Instruction Leads, Support Services Leads
 - Individual bi-weekly or monthly **coaching sessions** by 50% or more of the Partnership Team members (virtual)
 - Participation by key staff in **CORE Sponsored Capability Building programming**, (*ie, Local Improvement Facilitator Training – LIFT, LIFT Advanced, and Principals for Improvement & Equity – PI&E.*)
 - Identification of a limited set of focus areas for improvement and impact, to serve as Priority Improvement Projects, within which Learning-by-Doing will occur so that participating districts experience impact while also building organizational capability to improve.
 - The commitment of all team members is to engage in **data collection and analysis**, mutually agreed upon, to allow for ongoing reflection, goals setting, progress monitoring and celebration of learning & improvements

What the CORE Partner will do to support your district

- **Co-Construct a Continuous Improvement Strategy:** Provide infrastructure for collaboration, manage logistics, serve as a steward for improvement community integrity and effectiveness, and listen to feedback and adjust approach.
- **Facilitation:** Facilitate connections and coordinate collaborations between departments, across districts engaged in similar work, connect districts with well-aligned resources, develop and deliver meaningful learning & planning experiences
- **Coaching:** Provide facilitative and instructive coaching to key District leadership in service of; personal reflection and meaning-making, informed decisions-making, increased improvement capability, and increased coherence across the organization.
- **Knowledge management:** Develop and manage tools and resources that partnership districts can use, edit, modify, or learn from to effectively employ the disciplined approach of improvement science, while integrating the district's own local approaches to continuous improvement



- **Analytics:** Serve as a resources to co-design and/or pilot data analysis and reporting that fosters measurement for improvement and supports specific improvement projects to be focus of the partnership

CORE Districts partners will have full access to the improvement capability programming to be offered by CORE, inclusive of costs for traveling to and attending CORE-wide programming. The specific problems of practice and number of improvement projects may change over time to meet the needs of the partner District and capacity of CORE.

CORE Capability Building Programming

The CORE Districts offer several opportunities for educators interested in continuous improvement and using data. We intentionally design and deliver a robust and high integrity sequence of capability building opportunities that leverage application of Improvement Science and of CORE's sophisticated data and analytics dashboards and resources to further educational improvement efforts. The opportunities allow cohort-based learning for school and district leaders to lead their improvement teams' work in service of improved student outcomes.

Principals for Improvement and Equity (PI&E)

PI&E is designed for school site leaders interested in growing their knowledge and skills in improvement science. The program is a year-long, cohort-based learning experience that will help leaders apply improvement science to specific problems of practice in their local contexts and establish a culture of improvement at their site.

Local Improvement Facilitators Training (LIFT)

LIFT is designed for educators interested in deepening their knowledge and skills in improvement science. The program is a year-long, cohort-based learning experience that will prepare select individuals to become improvement facilitators who support teams in using improvement science to tackle specific problems of practice in their local contexts.

Programming Benefits

As a CORE Districts member, your district enjoys the following benefits related to Capability Building Programming:

- Prioritized enrollment for all educators participating in CORE's Breakthrough Success Community and district partnerships
- Customized, project-based instruction aligned to improvement efforts in your own schools and districts
- Access to CORE's dashboards and analytics and CORE's Improvement Management System which includes a set of evidenced-based materials and resources for use in local improvement projects and efforts
- Coaching and individual support from CORE's leaders for district- and site-specific improvement projects and efforts

CORE Data Collaborative

In 2014, with leadership from and stakeholder engagement in your district, CORE Districts has developed an innovative multiple measures accountability system, called the School Quality Improvement System, as well as an underlying data system. This accountability system is fully compliant with the federal ESSA legislation and is aligned to LCFF – in fact, the metrics utilized for the Index (the calculation at the heart of the accountability system) can be used for the LCAP.



As a founding member of the CORE Data Collaborative, your district will receive:

- **Annual Multi-Metric School and LEA Data Dashboards with Performance Benchmarked against Peers across California:** A comprehensive, multi-metric dashboard of results at the school and LEA levels, including the follow results for each indicator, will be provided each school year–
 - Current performance
 - Historic performance and trends over time, where data are available
 - Index level, where available (on a scale from 1 to 10 based upon baseline performance across the CORE Districts)
 - Comparison with the LEA results (for school level reports)
 - Comparison with the Partnering Education Level
 - Comparison with the CORE Data Collaborative Network
 - Subgroup performance for all of the major subgroups (e.g., English Learners, Racial/Ethnic Subgroups, Students with Disabilities, Socio-Economically Disadvantaged Youth, Foster Youth, Homeless Youth) where data are available
- **Included metrics:** Academic Achievement, Academic Growth, High School Readiness, Graduation, Chronic Absence, Suspension Rates, English Learner indicators
- **Access to additional metrics as they become available:** The data collaborative may begin to produce additional metrics (e.g., a college readiness indicator); if the education provides the underlying ingredients for such data, results will be provided back to the education agency at no additional charge
- **Optional metrics** (if collected and provided to CORE Districts): Social Emotional Skills, Student/Staff/Family Climate Surveys based upon the CORE District surveys

[Dynamic Reporting and Opportunities for Deeper Analysis using the CORE Insights platform](#)

Based upon the users and user rights provided by the client, educators will have access to view and analyze reports and data in the CORE Insights platform.

[Strategic Analytics by our Partners at Education Analytics](#)

In partnership with Education Analytics and in consultation with participating education agencies, CORE will conduct strategic analytics to explore patterns, identify trends, develop additional indicators, and identify outlier schools that can potentially serve as exemplars. Findings will be shared with all members of the CORE Data Collaborative.

[Participation in the CORE – Policy Analysis for California Education \(PACE\) Research Collaborative](#)

Participating education agencies will become part of the CORE-PACE research collaborative with opportunities to engage in and learn from research on the quantitative data in the CORE data system, and qualitative “deep dive” studies into policy and practice. Policy Analysis for California Education (PACE) is an independent, non-partisan research center based at Stanford University, in partnership with the University of Southern California and the University of California – Davis. Founded in 1983, PACE seeks to define and sustain a long-term strategy for comprehensive policy reform and continuous improvement in performance at all levels of California’s education system, from early childhood to postsecondary education and training. PACE bridges the gap between research and policy, working with scholars from California’s leading universities and with state and local policymakers to increase the impact of academic research on educational policy in California. PACE works with a network of approximately 50 policy scholars from all of the leading research universities in California, both public and private.



Twice Annual Professional Learning Sessions for Teams of Up to Five People

CORE Districts will host two in person convenings each year (one in the Fall and one in the Spring) for up to five people from each Partnering Education Agency. Each convening will be a full day. If in person convenings are infeasible due to COVID-19, CORE will implement a comparable virtual convening. Client will be responsible for all travel costs. CORE Districts will provide the venue, meals during the day, and general session facilitation.

Additional Professional/Peer Learning Opportunities

CORE Districts will offer additional professional learning opportunities, such as webinars. Such opportunities will be made available to participants in the CORE Data Collaborative.

CORE-PACE Research Partnership

Policy Analysis for California Education (PACE) has been the CORE Districts' primary research partner since 2015. Over the past couple of years, PACE has intentionally been working to support the evolution of the organizational relationship along the continuum articulated by Penuel and Gallagher (2017) from a positive "collaborative" (where the research partner takes the lead on the work, with the goal of benefiting the education partner) to a "jointly negotiated" relationship (where the research and education partners co-construct research questions, there is ongoing involvement of both parties in bringing data to bear on progress, both parties collaborate on building data-based understandings, and the scope of work is broad and jointly agreed upon). The resulting Research-Practice Partnership has two main facets: (1) where PACE serves to connect questions relevant for policy and practice to researchers interested in answering them using the CORE data system, (2) the mixed methods developmental evaluation of CORE's programming.

Quantitative Research to Inform Policy and Practice

CORE Districts' members have the opportunity to participate in multi-LEA research studies in ways that are designed to inform continuous improvement in the CORE Districts and policy and practice in California and beyond. PACE leads and facilitates quantitative research in the partnership by:

- Building and maintaining the infrastructure for quantitative research using the CORE districts' data. This includes: 1) developing and maintaining a data warehouse going back to 2010-11 containing student and school-level data for CORE and Data Collaborative districts, and 2) managing the entirety of the process for conducting new research within CORE, from developing research questions to publishing final products.
- Managing CORE's research portfolio. PACE engages researchers from UC Santa Barbara, USC, UC Riverside, UC Irvine, University of Virginia, Brown, Harvard, UC Davis, UC Los Angeles, UC Berkeley, and other universities on studies co-designed with PACE and the CORE districts. The portfolio of research conducted by these PACE "affiliates" and PACE central partners now includes 40 ongoing or completed studies. New studies are approved by the CORE Board on an annual basis.
- Conducting original research to inform policy and practice. These studies, which are conducted by PACE faculty and staff, are released more quickly than the PACE-affiliate studies and usually have tighter implications for policy and practice. These studies include such topics as measurement of classroom support for Social-Emotional Learning (SEL), learning and practicing continuous improvement, measuring school contributions to SEL, using SEL/Culture-Climate surveys for accountability and continuous improvement, identifying schools for support and improvement using multiple measures, comparing different subgroup sizes in accountability systems, and using measures of chronic absence in a multiple-metric accountability system.

Developmental Evaluation

As CORE's research partner, PACE conducts research on CORE's approaches to supporting the CORE Districts to improve. The goals of this work are: (1) for CORE staff and districts to receive ongoing, formative feedback and



(2) to share research findings in ways that impact education in California more broadly. Towards these goals PACE:

- Works closely with CORE staff to document, revisit, and revise CORE's theory of action on a regular basis as CORE and PACE learn together about CORE's work
- Co-develops research questions with CORE, to help them test and refine their approach
- Develops a rich of understanding of CORE's practices and how participating districts, schools, and educators experience working with CORE, through activities such as:
 - Attending and documenting a sample of network meetings and capability-building programs
 - Interviewing CORE staff to understand how team members are enacting their roles in supporting improvement
 - Interviewing district and school administrators and educational leaders (including teacher leaders) working on improvement teams with CORE to understand how CORE's work is experienced by participating districts and schools
- Estimates the effects of BTSC on participating districts and schools by:
 - Conducting a quasi-experimental design to estimate the effects of BTSC on participating schools
- Shares findings from the research:
 - With CORE to support CORE's ongoing internal improvement (e.g., through regular check-ins and improvement reviews with CORE)
 - With participating schools and districts at their request (e.g., presentations for staff in one or more of the CORE Districts)
 - With policy-makers, educators, and the broader research community through conferences, briefs, reports, and social media.

Each year, CORE District staff and superintendents will be able to prioritize additional research topics for exploration.

State and National Voice:

Together, the CORE Districts members serve more than 1 million students and their families, representing 18 percent of all California students. Thus, by working together, the CORE Districts members serve a significant proportion of the state's students and have the opportunity to have a much greater voice at both the state and national level.

In addition to the capability building, data and research partnership benefits described above, participating school district superintendents have the opportunity to participate in a PLC, collaborating and learning from each other around shared problems of practice. These often have state and federal policy implications. Through the power of the group, participating districts have an outsize policy impact. Examples of CORE's policy impact include:

- State Accountability System – our voice is strong in policy discussions about how data is used at the state-level for accountability versus how data is used locally by educators for improvement. CORE-PACE analysis was a deciding factor in whether or how to include chronic absence in the state's accountability system, and CORE Districts' use of student academic growth data is a major influence on how the state will move forward to include student academic growth as an indicator on the California school dashboard.
- California's emerging Cradle to Career Data Infrastructure - CORE's use of practitioner-focused dashboards and tools stand out among the case studies being considered by policymakers and influencers in Governor Newsom's efforts to build a cradle to career data infrastructure. Among the ways CORE's voice stands out are CORE's latest developments and tools to help answer questions like what is a student's likelihood of graduating? Of graduating A-G? Of being successful in college?



- LCAPs – Released months before the state Legislature developed California’s LCAP process, CORE’s School Quality Improvement Index informed much of the policy conversation and the LCAP data metrics have 85 percent crossover with CORE’s Index.
- ESSA – The Every Student Succeeds Act perfectly aligns with CORE’s Index and our multiple measures work helped influence the final bill.
- NCLB Waiver – CORE Districts received the only district-level waiver from NCLB, which allowed the districts to develop a novel and holistic accountability system and receive increased flexibility for the use of their Title 1 funds.

Partnership Costs and Payment Schedule

Each member of CORE Districts will pay annual dues structured to meet the financial needs of the collaborative and to enable the collaborative to provide the aforementioned benefits.


The cost for CORE Districts membership has two components:

1. Base contribution: A fixed cost divided amongst districts equally to support basic operations; and
2. Program contribution: A variable cost based on program participation and size (ADA).

The pricing and payment schedule for OUSD is:

- Full annuals dues: \$ 216,375
 - Total contribution = \$123,000 base contribution + \$93,375 program contribution.
- Member contributions will continue to be eased in over the next four years according to the following schedule:
 - SY 2018-2019: \$137,000 (\$79,375 less than full dues)
 - SY 2019-2020: \$156,000 (\$60,375 less than full dues)
 - SY 2020-2021: \$156,000 (\$60,375 less than full dues)
 - SY 2021-2022: \$216,375

- Annual dues for Oakland USD in SY2020-21 are \$156,000.


 _____ 12/10/2020
 Kyla Johnson Trammell
 Secretary, Board of Education

The undersigned hereby certify that they are authorized to bind their respective entities for SY2020-21.

CORE Districts

Signature: _____

Print Name: _____

Title: _____

Date: _____

Oakland Unified School District

Signature:  _____

Print Name: Jody London _____

Title: President, Board of Educaiton _____

Date: 12/10/2020 _____

