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| File ID Number | 22-1006 |
| Introduction Date | 05/11/2022 |
| Enactment Number | 22-0850 |
| Enactment Date | 05/25/2022 |



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
ANDREA BUSTAMANTE

Board Meeting Date 05/25/2022

Subject Amendment No. 1 to Services Agreement

Contractor: Bay Area Community Resources, San Rafael, CA

Services for: Community Schools and Student Services Department

Action Requested and Recommendation Approval by the Board of Education of Amendment No. 1 of a Services Agreement by and between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide: bACR BAYAC Americorps were not able to hire members for all of the proposed sites, thus reducing contract amount for the period of August 26, 2021 through June 30, 2022 in the lesser amount of \$127,200.00 decreasing the Agreement from \$266,000.00 to an amount not to exceed \$138,800.00. All other terms and conditions of the Agreement remain in full force and effect.

Prior Contract: The Services Agreement was previously approved by the Board on 10/13/2021 (Enactment No. 21-1592).

Modification: The amendment modifies the scope of work and compensation. All other provisions remain the same.



In Kind Contributions Yes No: OUSD Staff Time (Beyond Basic Supervision & Support)

Yes No: Supplies and Materials (Including Food)

Yes No: District Facilities/Workspace

Yes No: Technology Hardware and Software

Yes No: Other

Competitively Bid Was this contract competitively bid? **No**

If No, List Bid Exception: Sole Source Services

Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed: N/A - Decrease of \$127,4

Funding Resources:

- Attachments:**
- Contract Amendment
 - Copy of original agreement and all prior amendments (if any)

AMENDMENT NO. 1 to

Services Agreement 2021-2022

This Amendment amends the attached legal agreement (“Original Agreement”) and any prior amendments (“Prior Amendments,” together with Original Agreement, “(Amended) Agreement”), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

Bay Area Community Resources of San Rafael, CA

- The Parties entered into the Original Agreement on the below date:

- The Enactment Number of the Original Agreement is below:

21-1592

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

1. **Services:**
- The scope of work of the (Amended) Agreement is unchanged.
 - The scope of work of the (Amended) Agreement has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below: See next page

1. Services: (cont'd)

Revised scope of work attached

VENDOR agrees to provide the following
amended services:

BACR BAYAC Americorps were not able to hire members for all of the proposed sites, thus reducing contract amount.

2. **Term** (duration): The term of the (Amended) Agreement is unchanged

The term of the (Amended) Agreement has
changed. If the term has changed: The parties agree to
amend the below original End Date of the (Amended)
Agreement to the below new End Date:

Original End Date:

New End Date:

3. **Compensation**: The not-to-exceed amount in the (Amended)
Agreement is unchanged

The not-to-exceed amount in the (Amended)

3. Compensation: (cont'd)

Agreement has changed. If the not-to-exceed amount has changed: The not-to-exceed amount in the (Amended) Agreement is amended as follows:

Increase not-to-exceed amount by:

Decrease not-to-exceed amount by:

\$127,200.00

The new not-to-exceed amount under the (Amended) Agreement, as herein amended, is

One Hundred Thirty-Eight Thousand Eight Hundred Dollars and 00/100 (\$138,800.00)

4. **COVID-19:** To the extent that the Amendment did not contain the following guarantees, by signing this Amendment, VENDOR agrees that:
- a. Through its execution of this Amendment, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment 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 notify OUSD 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.
 - c. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
 - d. VENDOR shall bear all costs of compliance with this Paragraph.
5. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.

6. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

7. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
 - 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 Amendment or as legally binding in any way.

8. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, 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 BLANK

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

VENDOR

Name: Bay Area Community Resources Signature: Martin Weinstein

Position: CEO Date: 04/11/2022

By its signature, VENDOR acknowledges and agrees not to expect or demand compensation pursuant to this Amendment prior to the PARTIES, particularly OUSD, validly and properly executing this Amendment until this Amendment 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 Amendment. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Jody London Signature: 

Position: Board President Date: _____

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: 

Position: Secretary, Board of Education Date: 05/29/2022

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

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| Board Office Use: Legislative File Info. | |
| File ID Number | 21-2049 |
| Introduction Date | 10/13/21 |
| Enactment Number | 21-1592 |
| Enactment Date | 10/13/21 CJH |



Memo

To Board of Education

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

Meeting Date October 13, 2021

Subject Approve Services Agreement 2021-2022 with Bay Area Community Resources (BACR-BAYAC) and Resolution No. 2122-0101 Authorizing Use of Sole Source Exception to Public Bidding

Action Approve Services Agreement 2021-2022 with Bay Area Community Resources (BACR-BAYAC) and Resolution No. 2122-0101 Authorizing Use of Sole Source Exception to Public Bidding

Background & Discussion BACR – BAYAC Americorps was written into proposal to meet OUSD Community School Multi-Tiered System of Support need and partnership deliverable per grant agreement with California Department of Education - CA Community School Partnership Program (CCSPP) grant. BACR-BAYAC is the only National Service Project in the Bay Area that is focused solely on youth development through partnerships with school sites and community-based organizations and who can provide these in-person services in Oakland.

Bay Area Youth Agency Consortium (BAYAC) is a program of Bay Area Community Resources, a non-profit organization based in Marin County. The mission of the Bay Area Youth Agency Consortium is to expand services and opportunities for Bay Area youth in high-risk communities so that they can achieve school success; to develop the skills, aspirations and community participation of emerging Bay Area leaders; and to build collaborative and effective relationships within and across regional and neighborhood communities.

Fiscal Impact Agreement is for \$266,000 which is completely funded through the California Department of Education - CA Community School Partnership Program (CCSPP) grant.

Attachment

- Resolution No. 2122-0101 – Authorizing Use of Sole Source Exception for Bay Area Community Resources
- Services Agreement 2021-2022 with Bay Area Community Resources (BACR-BAYAC)
- Sole source letter

**RESOLUTION OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 2122-0101

**AUTHORIZING USE OF SOLE SOURCE EXCEPTION TO PUBLIC BIDDING FOR
CONTRACT WITH BAY AREA COMMUNITY RESOURCES (BACR-BAYAC), AND APPROVING
SERVICES AGREEMENT 2021-2022 WITH BAY AREA COMMUNITY RESOURCES**

WHEREAS, the Oakland Unified School District (“District”) has a need to contract with **Bay Area Community Resources (BACR-BAYAC)** to recruit, train, and place adults in 19 OUSD Community Schools for the 2021-22 school year to support OUSD as outlined in the deliverables of the CDE - California Community Schools Partnership Program grant (CCSPP). BACR-BAYAC Americorps will provide outreach, screening, hiring, supervision and lead professional development for Americorps Members serving a one-year term of service in a full-time (1,700-hour) position at 19 schools. Additionally, BACR-BAYAC Americorps will work in partnership with OUSD Community Schools Student Services department to address grant objectives of the CDE CCSPP grant, as well as support the OUSD Community School Managers in on-site supervision of BACR-BAYAC Americorps members.

WHEREAS the contemplated contract is in an amount of \$266,000.00.

WHEREAS under Public Contracts Code section 20111, a contract in this amount would ordinarily require competitive bidding.

WHEREAS one exception to this competitive bidding requirement is the “sole source” exception, which applies where there is only one supplier of a needed good or service (Los Angeles Gas & Electric Corporation v. Los Angeles, 188 Cal. 307 (1920); Hodgeman v. City of San Diego, 53 Cal.App.2d 610 (1942); County of Riverside v. Whitlock, 22 Cal.App.3d 863 (1972)).

WHEREAS BACR – BAYAC Americorps was included in grant award from California Department of Education - CA Community School Partnership Program (CCSPP) grant as part of OUSD’s application and grant deliverables.

WHEREAS BACR – BAYAC Americorps is the sole vendor for the Corporation for National Service project in the Bay Area who can provide the in-person grant funded services in Oakland and has agreed to prioritize hiring OUSD Alumni, parents and Oakland Community members where possible to build the skills of our community to strengthen community schools.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The District waives competitive bidding to allow the District to contract directly with BACR-BAYAC for 19 Americorps members because BACR-BAYAC is the sole source for this service in the Bay Area.
2. The Services Agreement 2021-2022 for **Bay Area Community Resources (BACR-BAYAC)** to recruit, train, and place adults in 19 OUSD Community Schools for the 2021-22 school year to support OUSD as outlined in the deliverables of the CDE - California Community Schools Partnership Program grant (CCSPP) is hereby approved.

PASSED AND ADOPTED on [date], by the Governing Board of the Oakland Unified School District by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Aimee Eng, VanCedric Williams, Gary Yee, Mike Hutchinson, Clifford Thompson, Vice President Benjamin "Sam" Davis

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: President Shanthi Gonzales, Samantha Pal (Student Director), Natalie Gallegos Chavez, (Student Director)

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on [date].

| Legislative File | |
|--------------------|----------|
| File ID Number: | 21-2049 |
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| Enactment Number: | 21-1592 |
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| By: | CJH |

OAKLAND UNIFIED SCHOOL DISTRICT



Shanthi Gonzales
President, Board of Education



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

Approved as to form by
OUSD Staff Attorney Sterling Elmore on 10/08/2021.

SERVICES AGREEMENT 2021-2022

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

Full Name of Vendor **(Bay Area Community Resources (BACR – BAYAC))**

The PARTIES hereby agree as follows:

1. **Term.**

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

Start Date **(August 26, 2021)**

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, 2022)**

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

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

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
 - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters,

including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

a. The compensation under this Agreement shall not exceed:

\$ Not-to-Exceed Amount (\$266,000).

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.

c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

e. VENDOR acknowledges and agrees not to expect or demand

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

9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or

changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. Termination.

- 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:

Title:

Address:

City, ST Zip:

Phone:

Email:

Notice shall be effective when received if personally served or

emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. Status.

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

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

14. Qualifications and Training.

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

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

16. **Insurance.**

- a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence 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**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

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

- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.
 - d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.
18. **Incident/Accident/Mandated Reporting.**
- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. 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, as well as complying with any OUSD testing and vaccination requirements.
- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
22. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **Conflict of Interest.**
 - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

- b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.
26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
28. **Indemnification.**
 - a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants,

employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR’s performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“VENDOR Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR’S normal business hours, unless VENDOR otherwise consents.

30. **Litigation.** This Agreement shall be deemed to be performed in

Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.

37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
- a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - c. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or

General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

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

VENDOR

Name: Adolfo Rivera Signature: 
400A6D9926924F2...

Position: Director of National Service Programs Date: 8/27/2021

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: Shanthi Gonzales Signature: 
10/14/21

Position: Chief Academic Officer

Board President

Superintendent

Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: 

Position: Secretary, Board of Education Date: 10/14/21

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

EXHIBIT A

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

Add General Description of Services (BACR-BAYAC recruits, trains, and places adults each year in jobs at youth-serving agencies around the Bay Area and in environmental activities up and down the state. As part of AmeriCorps, a national, federally-funded community service program, AmeriCorps members commit to a one-year term of service in a full-time (1,700-hour) position. BACR-BAYAC Americorps provides the outreach, screening, hiring, supervision and leads professional development for Americorps Members. Additionally, BACR-BAYAC Americorps works in partnership with OUSD Community Schools Student Services department to address grant objectives of the CDE CCSPP grant, as well as support the OUSD Community School Managers in on-site supervision of members.

SERVICE DESCRIPTION AmeriCorps Member: Student Support Specialist

Schools: Allendale Elementary, Bella Vista Elementary, Bridges Academy, Brookfield Elementary, Community United / Futures Elementary, East Oakland Pride, Emerson Elementary, Korematsu Discovery Academy, Fruitvale Elementary, Global Family Elementary, Laurel Elementary, Madison Park Primary, Markham Elementary, Martin Luther King, Jr. Elementary, New Highland Academy/RISE Community School, Prescott Elementary, Reach Academy, Sankofa United, and Think College Now.

Position Description

- The AmeriCorps member will work closely with the Community School Manager (CSM), Principal, Coordination of Service Team (COST) members and Attendance Team members to support students and school initiatives.
- Support the integration of social-emotional learning, student support, and family engagement throughout all Full Service Community School efforts.
- Participate in professional development to effectively support schools, some examples include: Restorative Justice, Positive Based Interventions, School Climate initiatives and Attendance Strategies, and Trauma-Informed Strategies.
- Work with individual and small groups of students, some examples include: daily Check In/Check Out (CICO) program, mentoring, small academic or social skills groups.
- Assist with planning and facilitating events and assemblies for students including Attendance Challenges, Monthly Assemblies, Literacy Nights and Family Engagement activities.
- Conduct outreach to students and families as part of a team with school staff via phone calls, events, and home visits.
- The AmeriCorps members will also focus on ensuring the academic growth of OUSD youth through homework assistance and targeted tutoring. He or she may also plan and lead arts and enrichment activities, leadership workshops, recreational games, and service activities.
- AmeriCorps member will work Monday - Friday from 8:30am - 4:30pm. Some

weekends

are required for events and/or trainings.

• The AmeriCorps member reports to the Community School Manager and/or Principal at their site and is supported by the Community Schools Student Services Office.

CONSORTIUM

AGREEMENTS

OUSD, a Consortium Member and Community Partner, agrees to participate in the Bay Area Youth Agency Consortium. OUSD agrees to comply with the following:

I. PLACEMENTS

initials

I.-A. OUSD will develop AmeriCorps Member positions that are appropriate to the OUSD's mission and that provide direct service to the children/youth served. The positions will focus on the goal of school success through Youth Development, After School Enrichment, Academic Engagement, or Volunteer Coordination. The Program term for AmeriCorps Members starts on August 25, 2021 and ends on June 15, 2022. Each full time AmeriCorps Member must complete 1700 hours to receive the Segal education award of \$6,345. BAYAC Regional Supervisors and Site Supervisors will work together to track and document the AmeriCorps Members' service hours. If an AmeriCorps Member is unable to complete their full 1700 hours by June 15, 2022 due to any unforeseen circumstances during their term, they may, at the discretion of BAYAC AmeriCorps and OUSD, be allowed time to complete their hours at OUSD, or at another approved Agency mutually agreed upon by AmeriCorps and OUSD where there are service opportunities available. The last day AmeriCorps Members are eligible to earn hours for the 2021-2022 program term will be July 31, 2022.

I.-B. OUSD will allow ample time for the Site Supervisors to accomplish their BAYAC responsibilities detailed in "Site Supervisor" section in order to ensure a successful AmeriCorps placement.

I.-C. BAYAC staff will assist OUSD staff in developing placement descriptions that are appropriate for OUSD and are aligned with the goals of the Consortium and AmeriCorps/National Service.

I.-D. OUSD will assure that the AmeriCorps Member(s) will complete only BAYAC awarded and allowable activities, as defined by California Volunteers.
• In the case that it is found that a site is participating in unallowable activities, the AmeriCorps Member's hours will be disallowed, and the site will be asked to remove unallowable activities from the Member service description immediately.
• If the unallowable activity continues to occur after BAYAC has disallowed it, the site will jeopardize their eligibility to have an AmeriCorps Member in the future and may lose their current AmeriCorps Member(s) with no refund of match paid.

I.-E. OUSD will support the AmeriCorps Member(s), through supervision and training, in order to provide him/her/them with a positive experience in community service.

I-F. OUSD will agree to and follow the "Site Supervisor" section of this agreement, which describes supervision and training parameters. OUSD will agree to communicate to BAYAC staff when schedule conflicts occur. OUSD will follow disciplinary policy as described in the "Member Handbook."

I-G. BAYAC staff will assist Site Supervisors in developing ways to support the AmeriCorps Member(s) and will provide additional support through Individual Development Plans, Team Development Days, and BAYAC-wide events. These materials will be available to all OUSD staff at the Site Supervisor Orientation and upon request.

I-H. OUSD agrees to NOT hire the AmeriCorps Member(s) until and unless the AmeriCorps Member(s) completes his/her/their entire program term of service. If a member resigns or is released from site, may not be hired by OUSD until 3 months after termination date. OUSD may hire AmeriCorps Member(s) to work part-time in a program or service area unrelated to the BAYAC community service programs.

II. TRAINING AND SUPPORTING AMERICORPS MEMBERS

II-A. OUSD will designate one on-site staff member who will provide regular supervision (including weekly check-ins) to the AmeriCorps Member(s) at their site. This Site Supervisor will also maintain regular communication with the BAYAC Regional Supervisor. OUSD agrees to provide approximately 16 hours of training, supervision, and direct support per AmeriCorps Member each month.

II-B. OUSD will support the AmeriCorps Member's participation in BAYAC activities plus other activities required by the Corporation for National and Community Service (CNCS), California Volunteers, and/or other funders.

II-C. OUSD will review the annual BAYAC calendar given out at the Site Supervisor Orientation and will discuss and plan with BAYAC Regional Supervisors if and when any scheduling conflicts occur in a timely manner.

II-D. BAYAC staff will coordinate events to promote support and positive morale in regards to being a part of a National Service program. Regional Supervisors will provide support at Team Development Days and coordinate community awareness/service projects and/or events. OUSD staff will support these activities and attend activities when scheduling permits.

II-E. OUSD will participate in the development and/or implementation of training for AmeriCorps.

II-F. BAYAC staff will provide trainings that will appropriately prepare the AmeriCorps Member(s) to work with the youth. BAYAC staff will also include OUSD staff in planning trainings through events and/or surveys.

II.-G AmeriCorps Members are the responsibility of BAYAC, and BAYAC assumes all risks associated with the AmeriCorps Members. BAYAC and the OUSD both acknowledge and agree that the AmeriCorps Member is not an employee of the OUSD. BAYAC provides Workers Compensation and all relevant business insurance as required by California law. BAYAC does background checks on all AmeriCorps Members through Fieldprint and TrueScreen. In addition, BACR will also conduct a FBI, and U.S. Dept. of Justice background check and makes sure AmeriCorps Members are screened for Tuberculosis.

III. RESOURCE SUPPORT AND DEVELOPMENT

III.-A. In addition to the funds raised by BAYAC through the Corporation for National and Community Service (CNCS), California Volunteers – the Governor’s Office, and private funds, each partner agency agrees to contribute match funds of \$14,000 per full-term AmeriCorps Member each program term. OUSD agrees to have 19 full-term AmeriCorps Members for the remaining program term for a total payment amount of \$266,000 to support the implementation of the program. Match will be collected in 3 installments with 50% of the total due on the first invoice, 25% due on the second invoice, and 25% due on the third invoice. OUSD will receive invoices with at least 30 days notice.

III.-B. In the event that an AmeriCorps Member is hired to begin after the start of the program, the full match will still be required. All full time AmeriCorps Members receive the same benefits and are expected to finish 1700 hours regardless of their start date so the cost remains the same.

III.-C In the event that an AmeriCorps Member leaves the program prior to June 15, 2022, a pro-rated amount will be issued for match funds up until March 31, 2022. Pro-rated amounts are determined by the following equation: Total partner match divided by number of total stipend payments planned for the AmeriCorps Member multiplied by actual number of stipend payments distributed. The match is used throughout the year for AmeriCorps Member stipends, benefits, training, and programmatic costs; all OUSD match funds will have been absorbed by the program by the March 31, 2022 deadline so no pro-rated amount will be issued after that date.

III.-D In the event that an AmeriCorps Member is dismissed or leaves their term of service prior to the California Volunteers member enrollment deadline, OUSD agrees to refill slot if a qualified, replacement candidate can be identified. The AmeriCorps Member refilling the slot will be given the same total benefits, but OUSD will not pay more than their original match.

III.-E OUSD agrees to provide on-site supervision and training of AmeriCorps Members, based on 10% FTE per full-time AmeriCorps Member. For purposes of this agreement, the estimated value of a full-time supervisor is \$41,500. The actual amount will be documented on the Supervision Log as the term progresses.

• OUSD agrees to this projected in-kind value for supervision of AmeriCorps Members:

19 AmeriCorps Members to be placed at OUSD x \$4,150 (10% of \$41,500) per Member

= \$78,850 total projected in-kind value

This equals out to 16 hours of supervision, training, and support per month per member

III.-F. BAYAC-BACR will coordinate fundraising, reporting and the relationship with the Corporation for National and Community Service and California Volunteers – the Governor’s Office. BAYAC-BACR will support AmeriCorps Members and provide a living allowance, health/childcare benefits (if eligible) and, upon successful completion of service, coordinate the Segal AmeriCorps Education Award benefit. BAYAC-BACR will account for monies due and received.

IV. OUSD PARTICIPATION IN THE CONSORTIUM
initials

IV.-A. OUSD will participate in relevant BAYAC activities, such as recruitment, training, program development, data collection for evaluative purposes, graduation and other events as requested.

IV.-B. OUSD will send a representative to BAYAC activities and/or events. OUSD staff will refer to the annual BAYAC calendar for pre-planned events. If a representative cannot attend, OUSD will inform BAYAC staff in advance.

IV.-C. BAYAC staff will oversee, coordinate, and plan these obligatory activities and events. BAYAC staff will inform OUSD staff in a timely manner the dates of these activities and/or events through the annual calendar, notices through the mail and/or e-mail, phone calls, and meetings. BAYAC will plan these activities and events with the OUSD’s locations and schedules in mind.

IV.-D OUSD will refrain from using the AmeriCorps Member for displacement of an OUSD employee and will screen positions prior to the start of the service year to ensure:

- No AmeriCorps Member will be placed in a position that was recently occupied by paid staff.
- No AmeriCorps Member will be placed in a position for which a recently resigned or discharged employee has recall rights as a result of a collective bargaining agreement, from which a recently resigned or discharged employee was removed as a result of a reduction in force, or from which a recently resigned or discharged employee is on leave or strike.

IV.-E OUSD will conduct criminal history background checks for all site supervisors prior to logging supervision hours for the AmeriCorps grant. OUSD will carry out the following prior to the site supervisor’s supervision of the AmeriCorps Member(s) serving at each OUSD site:

- Obtain written consent from all site supervisors before commencing criminal history checks. All site supervisors receive a California State criminal registry check and fingerprint-based FBI check through the California Department of Justice (DOJ). If an applicant is out of state at the time of application, a check is run for that state using a

CNCS-approved state repository

• Review all clearance results and consider them against CV, CNCS, and program policy and clearance decisions are made before any staff log any time spent supervising AmeriCorps members.

• Keep record of all clearance results for these site supervisors but per California law (California Law Penal Code Sections 11105 and 13300) actual criminal history results are not able to be maintained or shared with oversight agencies.

BAYAC AmeriCorps will conduct a sex offender registry check using NSOPW.gov and maintain documentation.

OUSD understands that CNCS minimum requirements per 42USC 12645g (c), render ineligible, any individual who (1) is registered or required to be registered on a sex offender registry; (2) has been convicted of murder; (3) refuses to consent to the check; or (4) makes a false statement in connection with their check. OUSD ensures that no such individual has been cleared for work on the BAYAC AmeriCorps program.

V. SITE SUPERVISOR RESPONSIBILITIES
initials

V.-A. OUSD will provide Site Supervisors time to participate in BAYAC activities which include those listed in this memorandum.

V.-B. Site Supervisor(s) will meet with AmeriCorps Member(s) weekly for one-to-one supervision (and group supervision, as necessary). OUSD will provide adequate site-specific training. OUSD will allow AmeriCorps Member(s) to participate in relevant conferences whenever possible.

V.-C. Site Supervisor(s) will support the AmeriCorps Member(s) in their efforts to complete outcome evaluation materials and weekly timesheets as necessary. Site Supervisor(s) will ensure that there is ample time available to the AmeriCorps Member(s) to support the completion of above materials.

V.-D. Site Supervisor(s) will participate in an initial performance plan meeting with the AmeriCorps Member(s) and the BAYAC Regional Supervisor. During this meeting, the Site Supervisor will review the AmeriCorps Member's position description, review job expectations, set performance goals and objectives, and review communication expectations.

V.-E. Site Supervisor(s) will participate in AmeriCorps Member Individual Development Plan and process. These meetings will occur three times per term. All paperwork must be filled out prior to the meeting. During these meetings the placement description can be re-negotiated as long as the changes continue to be guided by the BAYAC mission and program objectives (see "Member Handbook").

V.-F. Site Supervisor(s) will support and encourage the promotion of National

Service through the following:

- Posting AmeriCorps and National Service information at all service sites;
- Ensuring AmeriCorps Members wear appropriate uniforms as required by BAYAC;
- Listing OUSD's participation in the BAYAC collaborative at events and on news items where AmeriCorps and National service is present;
- Listing OUSD's participation in the BAYAC collaborative at events and on news items where AmeriCorps and/or volunteers participate; and
- Allowing AmeriCorps Members to leave program service site to participate in pre-arranged National Service identity activities, including service projects.

V.-G. Site Supervisor(s) will participate in monthly observation site visits (and any other program evaluation activities) by BAYAC staff, California Volunteers staff, and/or CNCS staff.

V.-H Site Supervisor(s) will participate in monthly meetings with the BAYAC Regional Supervisor to discuss the AmeriCorps member(s) job performance and professional development.

V.-I. Site Supervisor(s) will attend BAYAC events/meetings including Site Supervisor Orientation (mandatory), mid-term regional meetings (mandatory), and AmeriCorps Member celebration of service. It is the responsibility of the Site Supervisor(s) to collect any and all pertinent information that may be distributed at these BAYAC events. BAYAC staff will make these materials available when requested.

V.-J. Site Supervisor(s) will log in to a portal in order to approve AmeriCorps Member time cards and complete a supervision log with salary wage and time spent in supervision of the AmeriCorps Member(s). Site Supervisor(s) will update the log on a monthly basis no later than the 5th of the month following the supervision. Supervisor(s) will approve AmeriCorps Member time cards on a weekly basis.

VI. COMMUNICATION BETWEEN BAYAC AND OUSD

VI.-A. OUSD will provide requested materials and information to BAYAC in a timely manner. This includes, but is not limited to, evaluation data for BAYAC reporting purposes, individual development plans, in-kind time logs, and AmeriCorps Member timecard approval.

VI.-B. OUSD will review and respond to communication from BAYAC in a timely manner.

VI.-C. BAYAC staff will send out concise materials in a timely fashion.

D

1B. Description of Services to be Provided During School Closure or

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

No, services would not be able to continue.

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

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

(Click or tap here to enter text.)

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

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

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

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

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

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

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

(BACR will recruit, train, and place adults in 19 OUSD Community Schools for the 2021-22 school year. As part of AmeriCorps, a national, federally-funded community service program, AmeriCorps members commit to a one-year term of service in a full-time (1,700-hour) position. BAYAC Americorps will provide the outreach, screening, hiring, supervision and lead professional development for Americorps Members. Additionally, BAYAC Americorps will work in partnership with OUSD Community Schools Student Services department to address grant objectives of the CDE CCSP grant, as well as support the OUSD Community School Managers in on-site supervision of BAYAC Americorps members. OUSD will agree to pay \$14,000 per Americorps member for 1,700 hours of service between August 26, 2021 to June 30, 2022.)

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..."

Specific Outcomes (BACR-BAYAC AmeriCorps Members will support OUSD to meet the grant objectives of the CDE - California Community Schools Partnership Program (CCSPP): (1) Strengthen school-family engagement to support student success and limit COVID-related learning loss. (2) Expand support services to address impacts of poverty, pandemic, and trauma on students' well-being and learning. (3) Expand and improve student academic supports and enrichment opportunities. (4) Strengthen collaborative leadership practices with students, families, teachers, site staff, community partners.

BACR-BAYAC AmeriCorps members will support these goals in 19 OUSD elementary schools through a 10 month term of service as a Student Support Specialist. Vendor Services will be determined by the Principals and Community School Managers (CSM) to prioritize needs at each school site, which may include: supporting student and family engagement, community resource navigation, small group academic intervention, mentoring, and case management for chronically absent students. AmeriCorps staff will be members of COST and Attendance Teams and provide direct support to students and families, working in partnership with CSMs, principals, and school staff at the following schools: Allendale Elementary, Bella Vista Elementary, Bridges Academy, BrookfieldElementary, Community United / Futures Elementary, East Oakland Pride,Emerson Elementary,Korematsu Discovery Academy, Fruitvale Elementary, Global Family Elementary, Laurel Elementary, Madison Park Primary, Markham Elementary, Martin Luther King, Jr. Elementary, New Highland Academy/RISE Community School, Prescott Elementary, Reach Academy, Sankofa United, and Think College Now

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

Item Number (Project supports the district SPSA for all 19 schools in this project: Building Conditions for Student and Learning - L1: Systems- - Establish, implement and reinforce high expectations across settings to build a culture of safety and inclusivity. L2: Coaching--

Model, observe and provide feedback on Tier 1 practices, including culturally responsive SEL. L3: Leading Teams-- Practice and lead collaborative inquiry to build a culture of public learning and improve learning for students from underserved groups. L4: Engaging Voice-- Engage student, staff and families to learn from their experience, building on cultural narratives and assets from students and families.

)

- Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
 - Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

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

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



AmeriCorps
California

August 26, 2021

Oakland Unified School District
Andrea Bustamante
Executive Director
Community Schools Student Services

Dear Andrea,

This letter aims to provide an overview of the unique qualifications of the Bay Area Community Resources (BACR) - Bay Area Youth Agency Consortium (BAYAC) AmeriCorps program as outlined in Oakland Unified School district's grant application to the California Department of Education for the California Community School Partnership Program grant.

BAYAC (Bay Area Youth Agency Consortium) is a National Service program of [Bay Area Community Resources](#). BAYAC AmeriCorps Members commit to a year of service at [partnering schools and community based organizations](#), providing youth in the San Francisco Bay Area with opportunities for meaningful engagement, skill building, and emotional and social development. Many of the children and youth we work with are deeply impacted by the stressors and obstacles presented by poverty, disadvantaged neighborhoods and under-resourced schools. BAYAC AmeriCorps Members are an essential component in expanding our partners' capacity to meet the critical needs of our youth and community. Collectively, our Members will reach over 3,000 youth by the end of their term.

The Need: Many of the children and youth we work with are deeply impacted by the stressors and obstacles presented by poverty, disadvantaged neighborhoods and under-resourced schools.

The Impact: BAYAC AmeriCorps Members are an essential component in expanding our partners' capacity to meet the critical needs of our youth and community. Collectively, our Members will reach over 3,000 youth by the end of their term. Strong connections between adults and youth in youth development programs have a proven long-term impact in helping young people avoid risky behaviors, graduate from high school, and stay out of contact with the justice system. 85% of our high-risk kids improve in the youth development skills shown to increase school success— i.e., the ability to connect with positive peers and adults, to be



BAY AREA COMMUNITY RESOURCES

productive, and to navigate their environment effectively (statistic from BAYAC progress report data).

BACR-BAYAC is the only National Service Project in the East Bay that is focussed solely on youth development through partnerships with school sites and community-based organizations. (*vs. Climate Corps - environmental issues focus, Justice Corps-law focus, Reading Partners - only literacy focus*). BAYAC allows it's partner host sites to identify the need for their school or program and develop a position description that has an AmeriCorps member meeting that need and serve in a role that directly impacts students. BAYAC is the only program that has AmeriCorps members serving a variety of partner positions, but under the youth development focus that allows BAYAC to provide training on frameworks and philosophies aligned with OUSD (e.g. trauma-informed practices, social emotional learning and restorative justice). BAYAC is a program on BACR, which also has expanded services in OUSD after-school programs, mental health counseling, and youth leadership programs that often can supplement or provide access to additional services for host sites in partnership with BAYAC.

Sincerely,



Adolfo Rivera
Director of National Service Programs
Bay Area Community Resources



BAY AREA COMMUNITY RESOURCES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Name Of Additional Insured Person(s) Or Organization(s): Oakland Unified School District |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Bay Area Community Resources

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Nancy McEvers Anderson

Robert Davisson

Rob Ness

Sinclair Wu

March 26, 2021

To Whom It May Concern:

It is the Bay Area Community Resources policy to ensure to the best of our abilities that everyone we bring into our BACR programs to work with our clients are properly screened so as to minimize any risk, either physical or emotional, to the children and other clients we serve. We achieve this through FBI and DOJ fingerprint background checks on all our employees, independent contractors, subcontractors and volunteers working in our OUSD school programs. We are set up to receive subsequent arrest records. In addition, all staff must turn in a negative TB clearance before they begin working with our students in OUSD.

We certify that all staff meet our staff qualifications including TB clearance, and FBI/DOJ clearance before they begin working with the students. We can provide verification upon demand from OUSD. On a monthly basis this information is submitted to our district after school programs office with our invoices, indicating ATI numbers.

Sincerely,

Marisa Ramirez

Program Director

mramirez@bacr.org