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

## Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Jennifer Blake, Executive Director of Special Education

**Meeting Date** 8/24/22

**Subject** Services Agreement 2022-2023 - Cyracom International, Inc. – Special Education Department

**Ask of the Board**

Approve Service Agreement  
 Ratify Service Agreement

**Services** Ratification by the Board of Education of a Services Agreement 2022-2023 between the District and Cyracom International, Inc., Tucson, AZ, for the latter to provide language interpreting services via telephone, virtual platforms, in-person, and provide document translation via the Special Education Department, for the period of August 25, 2022 through June 30, 2023, in an amount not to exceed \$49,900.00.

**Term** Start Date: August 25, 2022 End Date: June 30, 2023

**Not-To-Exceed Amount** \$49,900.00

**Competitively Bid** No

If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$96,700, list the exception(s) that applies (requires Legal review/approval and may require a resolution): [Exception]

**In-Kind Contributions** None

**Funding Source(s)** Special Education Resource 6500

**Background**

The services are needed to ensure parents/guardians can understand their child's progress via their Individualized Education Program (IEP), via telephone, virtual, and in-person platforms. Families would be able to receive documents in their native language.

**Attachment(s)**

- Service Agreement 2022-2023 with Cyracom International, Inc.
- Exhibit A
- Data Sharing Agreement 2022-2023

## 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”):

CyraCom International, Inc.

The PARTIES hereby agree as follows:

1. **Term.**

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

August 25, 2022.

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

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

June 30, 2023

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

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

3. **Alignment and Evaluation.**

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

- students as determined by OUSD.
- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
  5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
  6. **Confidentiality and Data Privacy.**
    - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to

- be confidential or privileged.
- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
- (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
  - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement.
  - (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:  
**\$49,900.00.**  
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. Client will be invoiced by Vendor and shall remit payment to Vendor within forty-five (45) days of invoice date. Vendor will provide Client a one-half percent (0.05%) discount when payment is made via ACH within 10 days of invoice date. Vendor's preferred method of payment is by any electronic means, including automated clearing house (ACH) payment or wire, however checks and credit cards are accepted. Any third-party fees incurred by Vendor in the course of receiving or preparing to receive payment from Client, such as a third-party payment processing service, shall be applied to Client's next invoice, due and payable by Client in accordance with the provisions of this Agreement. Any payment Client fails to remit to Vendor as provided herein shall incur simple interest on all overdue amounts at the rate of one and one-half percent (1.5%) every thirty (30) calendar days.
  - d. 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.

- e. 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.
- f. 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, Interpreter's ID number, 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.
- 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 effective upon written acceptance of such by Vendor.

- 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. This agreement may be terminated, without penalty, by either party upon thirty (30) days' written notice of termination to the other party. 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: Robyn Suminski.  
Title: Vice President Account  
Operations  
Address: 2650 E. Elvira Road, Suite 132  
City, ST Zip: Tucson, Arizona 85756  
Phone: 520-745-9447  
Email: rsuminski@cyracom.com

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

**13. Status.**

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

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

**14. Qualifications and Training.**

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

**15. Certificates/Permits/Licenses/Registration.** VENDOR's employees or agents shall secure and maintain in force such certificates,

permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

- 1.1. **Insurance.** Vendor shall maintain per-occurrence commercial general liability insurance including bodily injury, property damage, personal injury, and broad-form contractual liability coverage of not less than the following amounts:

General Aggregate	\$3,000,000.00
Products – Completed Operations Aggregate	\$3,000,000.00
Each Occurrence	\$2,000,000.00
Damage (Rented Property)	\$2,000,000.00
Medical Expenses	\$15,000.00

- 1.2. Vendor shall maintain coverage for Errors and Omissions and Workers Compensation of not less than the following amounts:

Errors and Omissions	\$10,000,000.00
Worker’s Compensation	\$1,000,000.00

16.

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 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 seventy-two (72) 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 seventy-two (72) 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.
  - a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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: Enter Vendor signatory name      Signature:  Bilhegborow (Jun 24, 2022 09:10 PDT)

Position: Enter Vendor signatory position      Date: Enter date of signature

*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: Jennifer Blake      Signature:  Jennifer Blake (Jun 23, 2022 16:18 PDT)

Position: Executive Director      Date: Jun 23, 2022

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

Name: Kyla Johnson-Trammell      Signature:  Kyla Johnson-Trammell  
8/25/2022

Position: Secretary, Board of Education

Date: Enter date of signature

Approved as to form by OUSD Staff Attorney Joanna Powell on 6/<sup>23</sup>~~17~~/2022.



## EXHIBIT A

2. **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.)

X 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.)

## EXHIBIT A

### OVER-THE-PHONE (OPI) SERVICES

Vendor shall provide Client (and to the Facilities) with Over-The-Phone Interpretation (“OPI”) Services, available twenty-four (24) hours per day each calendar day for the term of this Agreement, for the languages referenced below. Vendor shall provide the following features and services at no additional charge to Client: (i) Vendor’s standard training services and materials; (ii) toll-free over-the-phone customer support available twenty-four (24) hours per day each calendar day for the term of this Agreement; (iii) on-line service-usage reporting; (iv) monthly invoices with Vendor’s standard granular usage details; and (v) such additional PIN numbers as Client may reasonably request from time to time.

Client may access Vendor OPI Services using Vendor’s telephone interface or Vendor’s Leased telephones by entering a valid PIN. Client is solely responsible for the security of Client’s PIN and preprogrammed Leased telephones, as well as for any use of Services arising out of or relating to unauthorized access thereto. If Client discovers or suspects unauthorized use of Client’s PINs, Vendor shall promptly disable any such PIN upon Client’s request and issue a replacement PIN.

Client may be issued a Dedicated Toll Free Number (“DTFN”) and a four digit PIN in order for Client to access Vendor OPI Services. If Client is issued 1 800 number(s) for its convenience by Vendor, Vendor shall retain ownership and a right in the 1 800 number(s) and Client agrees that use is limited to Client, its subsidiaries, affiliates or Employees and that Client is responsible for payment for calls made using these 1800 number(s). Client is responsible for securing their DTFN appropriately. Client must formally notify Vendor for research and credit consideration within thirty (30) business days from date of invoice containing said alleged unauthorized charges.

If Client chooses not to secure said DTFN with a PIN, then Vendor will not be held accountable for Client’s unsecured DTFN related charges that did not originate from the Client.

**Languages:** All available Vendor languages

**Pricing and Fees\*:**

Interpretation Service Charges – Billed Monthly

OPI Interpretation	\$ 0.85	Per Minute
Live Operator*	\$ 0.50	Per Minute
Third Party Added to Domestic Call	\$ 0.18	Per Minute
Third Party Added to International Call	Varies by Location	Per Minute
Minimum Service Charge	\$ 25.00	Per Month, Per Billing Account

\*Charge only applies to those clients who use Live Operator to capture call data before being connected to an interpreter.

**TRANSLATION AND LOCALIZATION SERVICES PRICING**

Language	Per Word Rate - Standard Content - New Word	Per Word Rate - 100% Translation Memory Match	Per Word Rate - Translation Memory Repeated Text	Per Word Rate - Fuzzy Translation Memory Match (85%-99%)
Albanian	\$0.18	\$0.04	\$0.06	\$0.12
Amharic	\$0.21	\$0.05	\$0.07	\$0.14
Arabic	\$0.12	\$0.03	\$0.04	\$0.08
Armenian	\$0.16	\$0.04	\$0.05	\$0.11
Azerbaijani (Azeri)	\$0.15	\$0.04	\$0.05	\$0.10
Bengali	\$0.16	\$0.04	\$0.05	\$0.11
Bosnian	\$0.17	\$0.04	\$0.06	\$0.12
Bulgarian	\$0.16	\$0.04	\$0.05	\$0.11
Burmese	\$0.19	\$0.05	\$0.06	\$0.13
Cambodian (Khmer)	\$0.17	\$0.04	\$0.06	\$0.12
Catalan	\$0.23	\$0.06	\$0.08	\$0.15
Chinese (Simplified)	\$0.12	\$0.03	\$0.04	\$0.08
Chinese (Traditional)	\$0.15	\$0.04	\$0.05	\$0.10
Chuukese (Trukese)	\$0.44	\$0.11	\$0.15	\$0.29
Creole (Cape-Verdean)	\$0.31	\$0.08	\$0.10	\$0.21
Croatian	\$0.16	\$0.04	\$0.05	\$0.11
Czech	\$0.16	\$0.04	\$0.05	\$0.11
Danish	\$0.20	\$0.05	\$0.07	\$0.13
Dari	\$0.19	\$0.05	\$0.06	\$0.12
Dutch	\$0.20	\$0.05	\$0.07	\$0.13
English (United Kingdom)	\$0.09	\$0.02	\$0.03	\$0.06
Estonian	\$0.18	\$0.04	\$0.06	\$0.12
Farsi	\$0.14	\$0.04	\$0.05	\$0.10
Finnish	\$0.23	\$0.06	\$0.08	\$0.15
French (Canadian)	\$0.22	\$0.05	\$0.07	\$0.14
French (European)	\$0.17	\$0.04	\$0.06	\$0.12
Georgian	\$0.20	\$0.05	\$0.07	\$0.13
German	\$0.20	\$0.05	\$0.07	\$0.13
Greek	\$0.19	\$0.05	\$0.06	\$0.12
Gujarati	\$0.15	\$0.04	\$0.05	\$0.10
Haitian Creole	\$0.23	\$0.06	\$0.08	\$0.15
Hakha Chin	\$0.31	\$0.08	\$0.10	\$0.20
Hawaiian	\$0.43	\$0.11	\$0.14	\$0.28
Hebrew	\$0.18	\$0.04	\$0.06	\$0.12
Hindi	\$0.16	\$0.04	\$0.05	\$0.11
Hmong	\$0.23	\$0.06	\$0.08	\$0.15
Hungarian	\$0.17	\$0.04	\$0.06	\$0.12
Ilocano	\$0.18	\$0.05	\$0.06	\$0.12
Indonesian	\$0.15	\$0.04	\$0.05	\$0.10
Italian	\$0.17	\$0.04	\$0.06	\$0.11
Ixil	\$0.33	\$0.08	\$0.11	\$0.22
Japanese	\$0.19	\$0.05	\$0.06	\$0.12
Karen	\$0.22	\$0.05	\$0.07	\$0.14
Karenni	\$0.26	\$0.07	\$0.09	\$0.17
Kikuyu	\$0.31	\$0.08	\$0.10	\$0.20
Kinyarwanda	\$0.19	\$0.05	\$0.06	\$0.13
Kirundi	\$0.20	\$0.05	\$0.07	\$0.13
Korean	\$0.17	\$0.04	\$0.06	\$0.11
Kosraean	\$0.57	\$0.14	\$0.19	\$0.38
Kunama	\$0.30	\$0.08	\$0.10	\$0.20
Kurdish	\$0.21	\$0.05	\$0.07	\$0.14
Laotian	\$0.20	\$0.05	\$0.07	\$0.13
Latvian	\$0.17	\$0.04	\$0.06	\$0.12

Lithuanian	\$0.16	\$0.04	\$0.05	\$0.11
Macedonian	\$0.19	\$0.05	\$0.06	\$0.12
Malay	\$0.16	\$0.04	\$0.05	\$0.11
Marshallese	\$0.41	\$0.10	\$0.14	\$0.27
Navajo	\$0.69	\$0.17	\$0.23	\$0.45
Nepali	\$0.20	\$0.05	\$0.07	\$0.13
Norwegian	\$0.23	\$0.06	\$0.08	\$0.15
Oromo	\$0.22	\$0.05	\$0.07	\$0.14
Pashto	\$0.20	\$0.05	\$0.07	\$0.13
Pohnpeian	\$0.57	\$0.14	\$0.19	\$0.38
Polish	\$0.17	\$0.04	\$0.06	\$0.12
Portuguese (Brazilian)	\$0.16	\$0.04	\$0.05	\$0.10
Portuguese (European)	\$0.17	\$0.04	\$0.06	\$0.11
Punjabi (Panjabi)	\$0.17	\$0.04	\$0.06	\$0.12
Rohingya	\$0.54	\$0.14	\$0.18	\$0.36
Romanian	\$0.17	\$0.04	\$0.06	\$0.12
Russian	\$0.15	\$0.04	\$0.05	\$0.10
Samoan	\$0.39	\$0.10	\$0.13	\$0.26
Serbian	\$0.17	\$0.04	\$0.06	\$0.12
Slovak	\$0.17	\$0.04	\$0.06	\$0.12
Slovenian	\$0.19	\$0.05	\$0.06	\$0.12
Somali	\$0.20	\$0.05	\$0.07	\$0.13
Spanish	\$0.10	\$0.03	\$0.03	\$0.07
Swahili	\$0.20	\$0.05	\$0.07	\$0.13
Swedish	\$0.23	\$0.06	\$0.08	\$0.15
Tagalog	\$0.17	\$0.04	\$0.06	\$0.12
Tamil	\$0.17	\$0.04	\$0.06	\$0.12
Telugu	\$0.19	\$0.05	\$0.06	\$0.12
Thai	\$0.15	\$0.04	\$0.05	\$0.10
Tibetan	\$0.23	\$0.06	\$0.08	\$0.15
Tigrinya	\$0.23	\$0.06	\$0.08	\$0.15
Tonga	\$0.36	\$0.09	\$0.12	\$0.24
Turkish	\$0.13	\$0.03	\$0.04	\$0.09
Ukrainian	\$0.18	\$0.04	\$0.06	\$0.12
Urdu	\$0.14	\$0.04	\$0.05	\$0.10
Vietnamese	\$0.15	\$0.04	\$0.05	\$0.10
Yao	\$0.40	\$0.10	\$0.13	\$0.26
Yapese	\$0.47	\$0.12	\$0.16	\$0.31
Yiddish	\$0.27	\$0.07	\$0.09	\$0.18
Zou (Zomi)	\$0.51	\$0.13	\$0.17	\$0.33

Other Services	Rate Per Hour Or At % Of Total Project Budget
Translation Hourly Rate (Review, Glossary Translation)	\$40.00
Initial Source Language Glossary & Style Guide Creation Hourly Rate	\$40.00
Post-Translation DTP Format & QA Hourly Rate	\$40.00
Braille Transcription	Quoted per project
Transcription Hourly Rate	\$50.00
Subtitling Hourly Rate	\$50.00
Multimedia Translation Integration	\$65.00
Graphics Localization	\$65.00
Project Minimum - per language	\$100.00

Translation rates above relate to standard content (general informational, consumer-targeted or mildly technical content). Content of a more complex nature (complex medical, legal, advertising copy or highly-technical) may be subject to a higher Translation Rate.

CyraCom will always try to accommodate the fastest turn-around time for its customers. However, in cases with extremely tight turn-around times, a rush fee of 25% of the project value may be requested.

The Translation Memory Match Categories suggested above are for reference. Other cost-savings alternatives may be available depending on the content, file types and status of any legacy Translation Memory.

The prices above are provided as a starting point for customers with occasional need of translation services. Customers needing work at steady intervals and volume levels may qualify for additional discount on all unit rates.

The formal scope of work and final pricing for any translation project will be determined and quoted on a per-project basis. The quote will supersede this or any other agreement in determining the cost of services. The terms of each quote are valid for 30 days from the date it is sent to the client.

All prices quoted are estimates. Any changes that exceed 10% above the quoted price will be submitted in writing to the Customer for approval. Faxed or scanned copies of this document are binding. Email acceptance as defined in offer email is also binding.

Work requested outside the Job Description may impact the timeframe for delivery and will be chargeable at then current rates after written client authorization is received. Stylistic revisions requested after work has begun may constitute additional work and be subject to charge and rush charges may apply to such work if required by the client's timeframe.

Minimums are applied per language, per project. Documents can be grouped together under a single project.

Formatting, Desktop Publishing, and Rush charges may apply as determined by Customer requirements.

Proofreading and Validation Services are available upon request, and charged at the Translation Hourly Rate.

Prices listed above are for translations from English to the target language and are subject to change.

Pricing for Braille transcription is quoted on a per-project basis. The rate includes transcription into Braille, the total number of Braille copies requested, printing and binding, and standard shipping to one address. Rush shipping or shipping to multiple addresses may incur an additional fee. Additional Braille copies will incur an incremental additional fee.

**Standard Deliverables:** Unless otherwise listed in the Job Description, translations will include editing by a second translator and will approximate the reading level and formatting of the original document. Delivery timeframe does not include the business day acceptance is received.

**Warranties and Remedies:** Vendor warrants that Services will be performed in a professional and workmanlike manner by translators with appropriate skills, qualifications and reliability. Customer recognizes that translations are subject to human interpretation and Vendor makes no representation or warranty as to the accuracy of any translation. Where errors or omissions occur Vendor will make every commercially reasonable effort to revise and re-proof translation to the client's satisfaction.

**1. Interpreter Skills Assessments**

- \$105 per assessment, English > < Spanish
- \$120 per assessment, English > < Languages Other than **Spanish**

**2. Language Proficiency Assessment**

- \$85 per assessment

**3. Pricing for additional Testing and Training Services are available by quotation upon request.**

- Any additional Services quoted and accepted will be governed by all other terms of the Agreement, including, but not limited to, payment and cancellation policies as stated elsewhere in the Agreement.

**4. Cancellation Policies and Procedures:**

- Interpreter Skills Assessments / Language Proficiency Assessment  
Assessment cancellations must be made at least 24 business hours (M-F) before the previously scheduled start time of the assessment; any cancellations within 24 hours of the assessment will incur the full assessment price. Cancellations must be in writing (by mail, fax or email).

**ON-SITE INTERPRETATION SERVICES**

Vendor shall provide on-site interpretation Services in the languages specified below. Vendor shall provide such Services only at the Facilities. Either party may withhold approval of any Facility location at that party's sole and absolute discretion.

**Languages:** All available Vendor languages

<b>Pricing and Fees*:</b>	<b>Charges for Face-to-Face Interpreting:</b>
<u>Category I:</u> Spanish	<b>\$90.00 per hour</b> 2 hour minimum
<u>Category II:</u> Arabic, Russian, Korean, Vietnamese, Cantonese, Mandarin, Portuguese	<b>\$95.00 per hour</b> 2 hour minimum
<u>Category III:</u> All other less common languages	<b>\$110.00 per hour</b> 2 hour minimum
<u>Category III:</u> ASL	<b>\$125.00 per hour</b> 2 hour minimum

**Cancellation:**

- Client shall cancel any confirmed appointment no later than 24 hours prior to the appointment
- Any assignment not cancelled 24 hours prior to the scheduled appointment time will be billed in full for the 2 hour minimum.

**Transportation fees and/or reimbursement requirements:**

- Out-of-pocket expenses and/or transportation costs are not included in this fee schedule and will be billed at cost, or at the current government mileage rate, whichever is the lesser amount.

**Approved Venues:** Vendor shall provide on-site interpretation Services only at the Facilities

**Scheduling**

*Example 1, Distinct Appointments:*

Vendor shall provide an on-site interpreter according to the following schedule:

Language	Spanish
Date	18 April, 2013
Time	10:30AM
Expected Duration	3 hours
Location	2650 E. Elvira, Tucson, Arizona

Language	Mandarin
Date	19 April, 2013
Time	10:30AM
Expected Duration	2.5 hours
Location	2650 E. Elvira, Tucson, Arizona

*Example 2, Recurring Appointments:*

Vendor shall provide an on-site interpreter according to the following schedule:

Language	Spanish
Dates	Every Wednesday and Friday
Time	10:30AM
Expected Duration	3 hours per session
Location	2650 E. Elvira, Tucson, Arizona

*Example 3, Time-to-Time Appointments:*

Client shall schedule on-site interpretation appointments from time to time as the need arises. Client shall contact Client Services at 1-800-481-3289 and provide the start time of the appointment and the expected duration. Where Client requests an interpreter at least 48 hour prior to the desired appointment, Vendor shall confirm or decline the request within 24 hours of the time that Client made the request. Where Client requests an interpreter less than 48 hours prior to the desired appointment, Vendor shall confirm or decline the request as soon as possible.

**VIDEO REMOTE INTERPRETING (VRI) SERVICES**

Vendor shall provide Client with video remote interpretation (“VRI”) Services. Client may access Vendor VRI Services using Vendor’s interface with Client’s own video equipment or Vendor’s FEU by entering a valid PIN. Client is solely responsible for the security of Client’s PIN as well as for any use of Services arising out of or relating to unauthorized access thereto. If Client discovers or suspects unauthorized use of Client’s PINs, Vendor shall promptly disable any such PIN upon Client’s request and issue a replacement PIN.

FLEX ELITE UNITS (“FEU”). Vendor shall provide a successful test VRI connectivity and Vendor’s standard instruction in the use of the FEU in conjunction with VRI Services. Vendor shall provide reasonable over-the-phone technical support for each FEU at no charge to Client from 9am to 4pm MST (no DST) Monday through Friday, excluding holidays. FEU are covered under the manufacturer’s warranty, and Vendor does not provide service or repair. Client agrees to pay all shipping costs of FEU.

**Interpretation Service Charges – Billed Monthly**

VRI Interpretation – Spoken Languages	\$ 0.85	Per Minute
VRI Interpretation – American Sign Language	\$ 1.25	Per Minute

**Languages Available 24/7**

- American Sign Language
- Arabic
- Brazilian Portuguese
- Haitian Creole
- French Creole
- Mandarin
- Russian
- Spanish

Other Languages Available upon Request (subject to availability). Vendor reserves the right to update this list from time to time.

- |                    |              |
|--------------------|--------------|
| Armenian           | Karen        |
| Bengali            | Kinya/Rwanda |
| Burmese            | Korean       |
| Cantonese          | Nepali       |
| Dari (Afghanistan) | Polish       |
| Farsi (Persian)    | Punjabi      |
| French             | Swahili      |
| Hindi              | Urdu         |

Japanese

Vietnamese

**CYRACOM CONNECT TELEHEALTH INTERPRETING SERVICES AGREEMENT**

Vendor offers a telehealth solution that will allow a video interpreter to join a telehealth conference between patient and provider via an identified and supported telehealth platform. The client will have a separate telehealth account number in order to identify these calls. The process will be to log in to an online portal, select a language, provide an invitation link for the call, and the interpreter will join the session shortly.

The languages included will be the same as Vendor’s Video Remote Interpretation (“VRI”) languages offering. Telehealth does access a different path and therefore, will not be included in monthly/quarterly service levels. Price per Minute rates will match those rates Client is currently being billed for under VRI services.

Supported platforms:

Ava	Vidyo
VisuWell	eVisit
Amwell	Microsoft Teams
Mend	Athena Telehealth
Zoom	Cisco WebEx
Doxy.me	Andor Health
Epic Video	VSee

Additional platforms will be added and prioritized based on demand, and released in future phases.

## DATA SHARING AGREEMENT 2022-2023

This Data Sharing Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity(ies) or individual(s) (“RECIPIENT,” together with OUSD, “PARTIES”): Cyracom International, Inc.

The PARTIES hereby agree as follows:

1. **Limited Purpose of Agreement.** This Agreement pertains only to OUSD’s transmission of data to RECIPIENT, and RECIPIENT’s protection of such data. To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If such an agreement exists at the time of execution of this Agreement, the Parties shall identify it in **Exhibit A**.
2. **Data to be Provided.** The Parties shall list the categories of data to be provided in the Schedule of Data, attached hereto as **Exhibit B**. The data categories listed in **Exhibit B**, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as OUSD Data.
3. **Term.**
  - a. This Agreement shall start on the below date (“Start Date”): August 25, 2022  
If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.
  - b. The work shall be completed no later than the below date (“End Date”): June 30, 2023  
If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. For OUSD Data transmitted as part of a research project approved by OUSD's Department of Research, Assessment, and Data ("RAD"), if the term is longer than one calendar year, be aware that you must obtain approval from RAD prior to extending the research project into the second and subsequent calendar years, and no data will be shared during the second and subsequent calendar years unless and until this approval is obtained.
4. **Family Educational Rights and Privacy Act.** OUSD data limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement. For other student data, check any of the following that apply:

X OUSD Data includes personally identifiable information from a student record other than directory information. RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.

X OUSD Data includes personally identifiable information from a student record, and:

RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)

RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)

RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or State and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)

RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this Agreement by reference.

The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)

5. **Privacy Compliance.** RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children’s Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
6. **Authorized Use.** OUSD Data, including persistent unique identifiers, shall be used for no purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
7. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to OUSD; or (d) use the OUSD Data for the development of commercial products or services.
8. **OUSD Data Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this Agreement is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original OUSD Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
9. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent, guardian, or eligible student may review OUSD Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. RECIPIENT shall respond in a timely manner to OUSD’s request for OUSD Data in a pupil’s records held by RECIPIENT to view or correct as necessary.
10. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for data held by RECIPIENT pursuant to the Services, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
11. **Employee Obligation.** RECIPIENT shall require all employees and agents who have access to OUSD Data to comply with all applicable provisions of this Agreement with respect to the data shared under the Agreement.
12. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this Agreement or any other Agreement identified in

**Exhibit A**, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this Agreement.

13. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement
14. **Disposition of Data.** RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any OUSD Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.
15. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
16. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. RECIPIENT shall follow the following process:
  - a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
  - b. The security breach notification described above shall include, at a minimum, the following information:
    - (i) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - (ii) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

- (iii) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
    - (iv) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
  - c. RECIPIENT agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
  - e. RECIPIENT is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to notify parents/families of a breach not originating from OUSD's use of the Service.
- 17. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
- 18. **Termination.**
  - a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
  - b. Due to Unforeseen Emergency or Act of God. Notwithstanding any other language of this Agreement, if there is an unforeseen emergency or Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of RECIPIENT to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to RECIPIENT. 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, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
19. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

**OUSD**

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

**RECIPIENT**

Name: Robyn Suminski  
Title: Vice President Account Operations  
Address: 2650 E. Elvira Road, Suite 132  
City, ST Zip: Tucson, Arizona 85756  
Phone: 520-745-9447  
Email: rsuminski@cyracom.com

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

20. **Status.**

- a. This is not an employment contract. RECIPIENT, in the performance of this Agreement, shall be and act as an independent contractor. RECIPIENT 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. RECIPIENT 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 RECIPIENT's employees.
- b. If RECIPIENT is a natural person, RECIPIENT verifies all of the following:
  - (i) RECIPIENT is free from the control and direction of OUSD in connection with RECIPIENT's work;
  - (ii) RECIPIENT's work is outside the usual course of OUSD's business; and
  - (iii) RECIPIENT 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 RECIPIENT is a business entity, RECIPIENT verifies all of the following:
  - (i) RECIPIENT is free from the control and direction of OUSD in connection with the performance of the work;
  - (ii) RECIPIENT is providing services directly to OUSD rather than to customers of OUSD;
  - (iii) the contract between OUSD and RECIPIENT is in writing;
  - (iv) RECIPIENT has the required business license or business tax registration, if the work is performed in a jurisdiction that requires RECIPIENT to have a business license or business tax registration;
  - (v) RECIPIENT maintains a business location that is separate from the business or work location of OUSD;
  - (vi) RECIPIENT is customarily engaged in an independently established business of the same nature as that involved in the work performed;
  - (vii) RECIPIENT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
  - (viii) RECIPIENT advertises and holds itself out to the public as available to provide the same or similar services;
  - (ix) RECIPIENT provides its own tools, vehicles, and equipment to perform the services;
  - (x) RECIPIENT can negotiate its own rates;
  - (xi) RECIPIENT can set its own hours and location of work; and

- (xii) RECIPIENT 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.
21. **Certificates/ Permits/ Licenses/ Registration.** RECIPIENT’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.
22. **Coronavirus/COVID-19.**
- a. Through its execution of this Agreement, RECIPIENT 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. RECIPIENT agrees to notify OUSD, via email pursuant to the paragraph titled Legal Notices, within twelve (12) hours if RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT (i) tests positive for COVID-19, or shows or reports symptoms consistent with COVID-19, and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
  - c. In addition of the requirements of subparagraph (b), RECIPIENT agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
  - d. RECIPIENT shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
23. **Assignment.** The obligations of RECIPIENT under this Agreement shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
24. **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, RECIPIENT 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, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT 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.

25. **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, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
26. **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.
27. **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.
28. **Conflict of Interest.**
  - a. RECIPIENT shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT 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. RECIPIENT affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between RECIPIENT'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, RECIPIENT 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 RECIPIENT receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, RECIPIENT agrees it shall notify OUSD in writing.
29. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, RECIPIENT 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/>).

30. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
31. **Indemnification.**
- a. To the furthest extent permitted by California law, RECIPIENT 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 RECIPIENT’s performance of this Agreement. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, RECIPIENT, or subcontractor furnishing work, services, or materials to RECIPIENT arising out of the performance of this Agreement. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.
  - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“RECIPIENT 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 RECIPIENT Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.
32. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this Agreement. RECIPIENT shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all records and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT’S normal business hours, unless RECIPIENT otherwise consents.

33. **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.
34. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. RECIPIENT 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.
35. **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.
36. **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.
37. **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.
38. **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.
39. **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.
40. **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.

41. **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.
42. **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. RECIPIENT 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 18, 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.
43. **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 RECIPIENT 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:

**RECIPIENT**

Name: Blhegborow

Signature:   
Blhegborow (Jun 24, 2022 12:11 PDT)

Position: SVP, Contact Center Operations

Date: Jun 24, 2022

**OUSD**

Name: Jennifer Blake

Signature:   
Jennifer Blake (Jun 23, 2022 16:18 PDT)

Position: Executive Director

Date: Jun 23, 2022

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

Name: Kyla Johnson-Trammell

Signature: \_\_\_\_\_

Position: Secretary, Board of Education

Date: Enter date of signature

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

## EXHIBIT A

**1) Anticipated Use of Data:** *Describe the purpose for which the Recipient seeks access to the OUSD Data identified in Exhibit B.*

The Special Education Department is committed to providing ongoing communication to the parent's of Special Education students with an Individualized Education Program (IEP) in order to effectively discuss measurable goals for each student at various times throughout the year. Cyracom International, Inc. may need to access student records and/or information included in their IEP where documents will need to be translated to the parent's native language. This will enable the Special Education Department staff maintain continuous communication, provide translated documents to parents/guardians that require consent and signature. The Special Education Department will also need assistance with ongoing correspondence translated into multiple languages, in a timely manner, selected from Exhibit A documents. The Special Education Department will initiate, request, and provide, as needed, the type of document that requires translation into another language at an ongoing basis.

**2) Description of Existing Agreements between OUSD and Recipient:** *To the extent that OUSD and Recipient have entered separate agreements imposing legal obligations in addition to data sharing, list their date, Enactment Number (if applicable), and a brief summary below. Include research applications in this list.*

Click or tap here to enter text.

**3) Site/Department to Provide Data** (e.g., Research, Assessment, & Data Department, Tech Services Department, specific school site):

Special Education Department

**EXHIBIT B**

Please indicate each data element requested below.

Category	Elements	Check if Requested
Application Technology Metadata	IP Addresses of users, use of cookies, etc.	<input type="checkbox"/>
Application Use Statistics	Metadata on user interaction with application	<input type="checkbox"/>
Assessment	SBAC results	<input type="checkbox"/>
	ELPAC results	<input type="checkbox"/>
	IAB Results	<input type="checkbox"/>
	Local benchmark assessment results	<input type="checkbox"/>
Attendance	Attendance rate	<input type="checkbox"/>
	Number of absences	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	X
Conduct	Number of Suspensions	<input type="checkbox"/>
	Days suspended	<input type="checkbox"/>
Demographics	Gender	X
	Race/Ethnicity	X
	Special ed. flag	X
	Home language	X

	Language proficiency	X
	Birth country	X
Enrollment	School	X
	Grade level	X

Parent/Guardian Contact Information	Name	X
	Address	X
	Email	X
	Phone	X
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner	<input type="checkbox"/>
	Title 1 flag (schoolwide)	<input type="checkbox"/>
Student Contact Information	Name	X
	Address	X
	Email	X
	Phone	X
Local Identifiers	Local student ID number	X
	Teacher ID number	X

	State student ID number	X
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app password(s)	<input type="checkbox"/>
	Dummy identifiers	<input type="checkbox"/>

Student Work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Current year GPA	<input type="checkbox"/>
	Cumulative GPA	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

# Cyacom - REVISED contract\_6.23.22

Final Audit Report

2022-06-23

Created:	2022-06-23
By:	Angelica Lopez (angelica.lopez@ousd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABAKVBF17ddhAT4zgPY9N4NQ4WS2G3qa7zk

## "Cyacom - REVISED contract\_6.23.22" History

-  Document created by Angelica Lopez (angelica.lopez@ousd.org)  
2022-06-23 - 10:33:10 PM GMT- IP address: 104.192.9.103
-  Document emailed to Jennifer Blake (jennifer.blake@ousd.org) for signature  
2022-06-23 - 10:35:27 PM GMT
-  Email viewed by Jennifer Blake (jennifer.blake@ousd.org)  
2022-06-23 - 11:18:27 PM GMT- IP address: 66.249.84.69
-  Document e-signed by Jennifer Blake (jennifer.blake@ousd.org)  
Signature Date: 2022-06-23 - 11:18:44 PM GMT - Time Source: server- IP address: 104.192.9.104
-  Agreement completed.  
2022-06-23 - 11:18:44 PM GMT