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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
Vanessa Sifuentes, High School Network Superintendent
Vinh Trinh, Manager, High School Linked Learning Office

Meeting Date October 23, 2024

Subject No-Cost Services Agreement - Oakland Promise – Linked Learning Office

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Ask of the Board Ratification by the Board of Education of a No-Cost Services Agreement by and between the District and the Oakland Promise, Oakland, CA, for the latter to provide its four programs: Brilliant Baby for infants and their parents, Kindergarten to College for elementary students in Kinder through 5th grade, College Access supporting middle school and high school students throughout the city, and College Completion for scholarships and persistence services to public school graduates while in career technical education programs, two or four-year college via the Linked Learning Office, for the period of August 1, 2024, through October 31. 2026, at no cost to the District.

Background Oakland Promise includes four programs: 1) Brilliant Baby for infants and their parents; 2) Kindergarten to College for elementary students in Kinder through 5th grade; 3) College Access supporting middle school and high school students 4) College Completion for scholarships and persistence services to public school graduates while in career technical education programs, two or four-year college. The OP wants every child in our Oakland schools to believe that they can attend a career technical school, a two-year college, or a four-year college when they graduate from high school.

Kindergarten to College (K2C) and College Access (CA) aim to build a college-bound identity for students in participating OUSD elementary, middle, and high schools. They aim to increase our families' ability to fund post-secondary education for their student(s). In partnership with OUSD, and other key community partners, CA can support our schools through three main avenues:

● Provide a $100 Oakland Promise Scholarship in kindergarten, fifth, sixth, eighth, and ninth grade with up to $500 available for eligible students.
● Support families to open a family-owned college savings account, with a free $75 incentive.
● Create and connect college and career programming for schools. Oakland Promise CA team members work closely with school staff to implement programming.

Discussion

The services and programming that are offered and delivered by the Oakland Promise are aligned to OUSD's High School Linked Learning Office goals and outcomes such as increasing college and CTE matriculation to 2 yr, 4 yr, and CTE programs, increasing FAFSA/CADA (financial aid) application and submission, and improving high school graduation and meeting A-G course requirements.

Fiscal Impact

N/A; no fiscal impact to OUSD Schools and District

Attachment(s)

- No-Cost Service Agreement
- California 24-25 Program Services Flyer

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

NO COST SERVICES AGREEMENT

This Services Agreement ("AGREEMENT") is a legally binding contract entered into between the Oakland Unified School District ("OUSD") and the entity or individual ("VENDOR," together with OUSD, "PARTIES") named in Exhibit A, attached hereto and incorporated herein by reference. Unless otherwise stated herein, "VENDER INDIVIDUAL" includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR's direction, invitation, or control.

The PARTIES hereby agree as follows:

1. Services. VENDOR shall provide the services ("SERVICES") as described in Exhibit A.

2. Term. The term ("TERM") of this AGREEMENT is established in Exhibit A.

3. Compensation. VENDOR agrees to provide the SERVICES at no cost to OUSD. However, OUSD understands and acknowledges that VENDOR may impose certain costs on families and students but only as permitted in Exhibit A.

4. Suspension. If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.

5. Termination. Upon termination consistent with this Paragraph (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.
   a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior 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. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
   b. 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

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contain the reasons for such intention to terminate, which 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 may issue the termination notice without prior 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 its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM 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. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.

d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 40 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

6. Data and Information Requests.

a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.

b. 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.

7. Confidentiality and Data Privacy.

a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the

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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. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 23 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an 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.

8. 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 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.

9. 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 or VENDOR INDIVIDUALS in any reasonable 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 or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

10. 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

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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. 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.

11. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.

12. Legal Notices. Based on contact information set forth in Exhibit A, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (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. 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.
    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 understands and agrees that it and any and all VENDOR INDIVIDUALS 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 INDIVIDUALS. 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 the 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;

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(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, Training, and Removal.

a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform 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.

b. VENDOR represents and warrants that all VENDOR INDIVIDUALS 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.

c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL 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.

15. Certificates/Permits/Licenses/Registration. VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

16. Insurance.

a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars ($1,000,000) per occurrence, and two million dollars ($2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment

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may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars ($1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

17. Testing and Screening.

a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL 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 a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS 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 VENDOR INDIVIDUAL 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. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (http://beamentor.org/OUSDPartner) finger-printing and subsequent

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arrest notification services. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

18. Incident/Accident/Mandated Reporting.
    a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or 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 a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR 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. Health and Safety Orders and Requirements; Site Closures.
    a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
    b. Except as possibly stated otherwise in Exhibit A, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
    c. Except as possibly stated otherwise in Exhibit A, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
    d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

20. Conflict of Interest.
    a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
    b. VENDOR affirms, to the best of his/her/its knowledge, that 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

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any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately 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 immediately notify OUSD in writing.

21. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. 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 AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (https://www.sam.gov/).

22. 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.

23. 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 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 and VENDOR INDIVIDUALS 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 and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.

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24. 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 and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. 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 the 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.

25. Non-Discrimination. It is the policy of OUSD that, in connection with all work performed under legally binding agreements, 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.

26. 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.

27. 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.

28. 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.

29. 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.

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.

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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. 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.

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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), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

41. Contract Contingent on Governing Board Approval. The PARTIES acknowledge, agree, and understand that 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, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy.

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

VENDOR

Name: Sandra Ernst Signature: DocuSigned by: Sandra Ernst AFB23474FF8D480...

Position: Chief Executive Officer, Oakland Promise Date: 7/29/24

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Sondra Aguilera Signature: Sondra Aguilera

Position: Chief Academic Officer, OUSD Date: 7/29/24

☐ Board President (for approvals)
☒ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature:

Position: Superintendent Date: 7/29/24

Template approved as to form by OUSD Legal Department

Shalini Anadkat 8/23/2024 SA

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SERVICES AGREEMENT

EXHIBIT A

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

VENDOR: Oakland Promise

1. Services. Describe the SERVICES VENDOR will provide: See Exhibit B for program requirements.

1. Offering Brilliant Baby (BB) programming to families of pre-K/TK students
2. Promoting OUSD Pre-K, TK and Kindergarten enrollment
3. Inviting OUSD ECE and K-12 enrollment staff to Brilliant Baby events to facilitate OUSD enrollment
4. Kindergarten to College (K2C) programming to elementary schools, inclusive of college visits, promoting college-going culture and career readiness.
5. College Access (CA) programming to middle and high schools, inclusive of in-classroom programming, promoting college-going culture, career readiness, and high school graduation requirements.
6. College Completion (CC) programming to 12th grade students and OUSD graduates
7. Programming will support students at OUSD schools to build a college-going identity, as well as funds for postsecondary education
8. Provide college and career exploration opportunities and access supports in middle schools, high school and beyond into college/career to meet district's postsecondary education outcomes
9. Award an early college scholarship to OUSD K-9th students and 12th grade Oakland Promise Scholarship for OUSD students
10, Help families build financial assets by providing them with college savings accounts (CSAs) and financial literacy education
11. Support high school students' college application and financial aid applications
12. Work in collaboration with OUSD departments, including OUSD HSLLO team, data team, ECE, enrollment office Provide grants to schools participating in OP programming

The following OUSD schools will participate in Oakland Promise programs:

Middle Schools: Bret Harte, CCPA, Claremont, Edna Brewer, Elmhurst, Frick United, Greenleaf, Melrose Leadership Academy, Montera, West Oakland Middle School, Roosevelt Middle School, United for Success, Urban Promise Academy

Elementary Schools: Brookfield, East Oakland Pride, Encompass Academy, Korematsu Discovery Academy (KDA), Garfield, Grass Valley, Greenleaf, Oakland Academy of Knowledge (OAK), La Escuelita, Lincoln, Lockwood STEAM Academy, Madison Park Academy Lower, Manzanita SEED, REACH, Think College Now

2. Term.

a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: August 1, 2024

b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: October 31, 2026

3. Compensation. VENDOR may impose the following costs on families and students:

No cost to families and students

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12. Legal Notices.

OUSD
Site/Dept: Legal Department
Address: 1011 Union Street, Site 946
City, ST Zip: Oakland, CA 94607
Phone: 510-879-5060
Email: ousdlegal@ousd.org

VENDOR
Name/Dept: Oakland Promise
Address: 484 9th Street
City, ST Zip: Oakland, CA 94607
Phone: _____
Email: sandra@oaklandpromise.org

16. Insurance. OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

☐ *Commercial General Liability Insurance*. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is $25,000 or less.

☐ *Workers' Compensation Insurance*. Waiver typically available by OUSD if VENDOR has no employees.

17. Testing and Screening. OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

☐ *Tuberculosis Screening*. Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.

☐ *Fingerprinting/Criminal Background Investigation*. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

19. Health and Safety Orders and Requirements; Site Closures. If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

■ Yes, the SERVICES would be able to continue as described herein.

☐ No, the SERVICES would not be able to continue.

Exhibit B

Oakland Promise College Access

Program Agreement School Year: 2024-2025

About Oakland Promise

Oakland Promise includes four programs: 1) Brilliant Baby for infants and their parents; 2) Kindergarten to College for elementary students in Kinder through 5th grade; 3) College Access supporting middle school and high school students throughout the city; 4) College Completion for scholarships and persistence services to public school graduates while in career technical education programs, two or four-year college. We want every child in our Oakland schools to believe that they can attend a career technical school, a two-year college, or a four-year college when they graduate from high school.

About College Access

College Access (CA) aims to build a college-bound identity with all of our Oakland public and charter school students starting in middle school. We aim to increase our families' ability to fund post-secondary education for their student(s). In partnership with OUSD, charter schools, and other key community partners, CA can support our schools through three main avenues:

- Provide a $100 Oakland Promise Scholarship in kindergarten, fifth, sixth, eighth, and ninth grade with up to $500 available for eligible students.
- Support families to open a family-owned college savings account, with a free $75 incentive.
- Create and connect college and career programming for schools.

Oakland Promise CA team members work closely with school staff to implement CA programming.

Three Options to Engage

For the 2024-2025 school year, CA offers three ways to engage with the program. Each tier option comes with the $1,000 innovation grant. Below is an overview highlighting the differences within each tier. For further information please view the Program Tier One-Pager .

Purple-tier schools engage in our teacher success program consisting of a $2,000 teacher stipend per school site to lead the 8th-grade curriculum throughout the year. Advisors are provided with a $200 materials stipend with one mandatory check-in before the unit begins and another in the last two weeks of the unit, before the next one begins. Receive a $1,000 innovation grant. Receive one OP-hosted event.
Blue-tier schools engage in our student success program consisting of a $500 stipend for one advisor per school site to lead the Student Leader meetings throughout the year. Student leader groups will receive a $500 materials stipend for whatever they may need throughout the school year. Totaling a $1,000 stipend for the year. An Oakland Promise Staff member will attend the student leader meetings at least once a month along with a mandatory check-in with the advisor once a semester. Receive a $1,000 innovation grant. Receive one OP-hosted event.

Green-tier schools will have the opportunity to access eight workshops they can host at their school site any time during the school year. The exit ticket included at the end of each workshop will be expected upon completion of the workshop. Receive a $1,000 innovation grant. Receive Oakland Promise support for two school-led events.

Please note that this PDF version is for reference only. You will receive your school-specific copy via DocuSign, which will be the version you will sign.

What is your school's responsibility within each tier?

Purple Tier Schools:

- Appoint a school staff person to be the liaison with the Oakland Promise; additional staff members who can support (i.e. principal, CSM, teacher, admin, parent leader, etc.) are highly encouraged. This liaison will be responsible for:
    - Spending $1,000 Innovation Grant (1k) by March 15, 2025
    - Connect Oakland Promise with 6th - 8th families to begin scholarship activation
    - Champion Oakland Promise work by promoting a college-bound identity in your school
    - Share promotion dates and invite Oakland Promise staff to 8th grade promotion
    - Provide the total number of 8th-grade students by September 16, 2024.
    - Schedule one mandatory meeting with the College Access point person by September 16, 2024, to understand the EDFUND process, Oakland Promise programming, and collaborative strategies.
- Assign a Teacher Success Program Advisor to facilitate college and career programming by September 20th, 2024. This includes:
    - Have a solid understanding of our program services
    - Getting families at your school to sign up for the Oakland Promise Scholarship at the OP Portal Kindergarten to College - Oakland Promise
    - Share future Oakland Promise event information with students/families
- Maintain clear communication with the College Access staff point person, by:
    - Scheduling an initial program agreement meeting before August 15th, 2024
    - Signing the program agreement by August 23rd, 2024
    - Assigning all teacher advisors by August 30th, 2024
    - Teacher Advisors Attend a virtual workshop on September 6th, 2024
    - Encouraging stakeholders to complete an end-of-year survey on May 1, 2025, to give us feedback on the program

Blue Tier Schools:

- Appoint a school staff person to be the liaison with the Oakland Promise staff point person; additional staff members who can support (i.e. principal, CSM, teacher, admin, parent leader, etc.) are highly encouraged.
- Assign a Student Success Program Advisor to facilitate student leadership meetings. This includes:
    - Have a solid understanding of our program services

- Get families at your school to sign up for the Oakland Promise Scholarship at the OP Portal Kindergarten to College - Oakland Promise
- Spending $1,000 Innovation Grant (1k) by March 15, 2025

You will receive CA communications on events, activities, and workshops to share and invite families via newsletters, however, you will only receive support from a CA staff member for school-specific activities as needed/requested.

- Please share CA event information to get students/families to attend our events, newsletters, robocalls, flyers, etc. (Messaging of events will be provided to the school by College Access)
- Upon request, we can support with:
  - Registering families on their Oakland Promise Scholarship Portal, where families can see their $100 Kindergarten early college scholarship
  - Providing curated college packages to choose from (include items such as banners, pennants, school materials, etc.) For any support requests, please email collegeaccess@oaklandpromise.org

Green Tier Schools:

Please note that this PDF version is for reference only. You will receive your school-specific copy via DocuSign, which will be the version you will sign.

Program Agreement Signature

I pledge that my school will fully participate in the College Access Program as outlined above. Please mark one option below of which services you would like for the 2024-2025 school year:

Green Tier School _____
Blue Tier School _____
Purple Tier School _____

Do you permit College Access to access your Parent SquarePortal? This will likely allow CA staff to post directly on your school's Parent Square Portal (instead of the school staff person having to post):

Yes _____
No _____
Not sure _____

Name: _____ Signature: _____

Title: _____ Date: _____

Additional signature(s) if applicable:

Name: _____ Signature: _____

Title: _____ Date: _____

Name: _____ Signature: _____

Title: _____ Date: _____

2024-2025

COLLEGE ACCESS

Middle School Program Services

OAKLAND PROMISE

GREEN TIER

$1,000 INOVATION GRANT

8 OPTIONAL COLLEGE + CAREER WORKSHOPS

OPPROTUNITIES TO CONNECT WITH OP + PARTNERS

TWO OP-SUPPORTED SCHOOL HOSTED EVENTS

BLUE TIER

$1,000 INOVATION GRANT

8 OPTIONAL COLLEGE + CAREER WORKSHOPS

OPPROTUNITIES TO CONNECT WITH OP + PARTNERS

ONE OP-HOSTED EVENT

STUDENT SUCCESS PROGRAM

PURPLE TIER

$1,000 INOVATION GRANT

TEACHER SUCCESS PROGRAM

COLLEGE AND CAREER CURRICULUM

OPPROTUNITIES TO CONNECT WITH OP + PARTNERS

ONE OP-HOSTED SCHOOL EVENT