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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Denise Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer
Nicole Knight, Executive Director, English Language Learner & Multilingual Achievement

Meeting Date June 24, 2026

Subject Approval of Alameda County Services Agreement to Contract with OUSD staff

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Ask of the Board Approval by the Board of Education of an Services Agreement by and between the District and Alameda County Office of Education (ACOE), Hayward, CA, for latter to contract with Oakland Unified Staff to provide training, capacity-building, and continuous coaching to staff of the ACOE and school districts in Alameda County serving immigrant and newcomer students and families, for the period of July 1, 2026 through June 30, 2027, in an amount not to exceed $300,000.00.

Background The Alameda County Office of Education (ACOE) seeks to partner with the Oakland Unified School District (OUSD) to provide training, capacity-building, and continuous coaching to ACOE and Alameda County school district staff serving immigrant and newcomer students and families. This partnership is intended to support ACOE's mission of equipping the most vulnerable students—and the educators and staff who serve them—with the tools, systems, and practices they need to thrive. Given the current national context, immigrant and newcomer students face heightened vulnerability. ACOE's goal is to establish sustainable, county-wide systems and strengthen existing district-based structures so that all students in Alameda County feel safe, supported, and welcomed in their schools and communities.

Discussion In exchange for technical assistance from OUSD staff, ACOE will provide funding to pay for the equivalent of 1.6 FTE costs for the positions of 0.6 FTE Director of Continuous Education, Learning Lab and 1.0 Program Manager of Immigrant and Refugee Supports to cover training development, facilitation, coaching, and technical assistance provided by OUSD to ACOE and district-based staff members responsible for services to immigrant students and families. The scope of work is outlined in the attached services agreement.

Fiscal Impact The services agreement provides partial funding for OUSD staff responsible for immigrant and newcomer student and family services, ensuring continuity of staffing and subsequently service to families.

Attachment(s)

- Alameda County of Education Services Agreement

ALAMEDA COUNTY OFFICE OF EDUCATION SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

CONTRACTOR Name: Oakland Unified School District

Brief Description of Services: Oakland Unified School District (OUSD, "Contractor" or "CONTRACTOR") will provide training, capacity-building, and continuous coaching to staff of the Alameda County Office of Education (ACOE) and school districts in Alameda County serving immigrant and newcomer students and families. The services, deliverable, and payment structure are outlined in more detail in the **Exhibit A**, which is attached and incorporated herein by this reference.

TERM OF AGREEMENT

Start Date: 7/1/2026 End date: 6/30/2027

Note: When left blank, the start date will be the date when this Agreement is fully executed.

MAXIMUM FINANCIAL OBLIGATION

The maximum amount payable to CONTRACTOR shall not exceed $300,000.

1. PAYMENT: The CONTRACTOR shall submit an invoice detailing the services performed. The CONTRACTOR is responsible to comply with all state and federal tax requirements and is the CONTRACTOR'S sole responsibility. ACOE's financial obligations are limited to payment of compensation in Paragraph 3, it shall not be liable for damages, lost profits or revenue, in connection with this Agreement.
2. EQUIPMENT AND MATERIALS: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance on the Agreement.
3. ASSIGNMENT: No assignment of this Agreement or of any of the rights or obligations hereunder shall be valid without the prior written consent of ACOE.
4. LICENSES AND PERMITS: It shall be the CONTRACTOR's responsibility to obtain and keep in force any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
5. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES: CONTRACTOR and all approved subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this agreement, and shall execute all necessary certifications of compliance therewith.
6. RELATIONSHIP OF THE PARTIES: CONTRACTOR agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor, not as an employee of ACOE, and that CONTRACTOR acquires none of the rights, privileges, powers or advantages of ACOE employees.
7. INSURANCE: CONTRACTOR understands ACOE does not provide liability, malpractice, or workers compensation insurance for the CONTRACTOR. The CONTRACTOR is responsible for the maintenance of personal and professional insurance to provide protection for any claims arising out of service under this agreement. The CONTRACTOR assumes all liability for services provided under this contract. The CONTRACTOR will provide proof of insurance with $1 million general liability coverage and will identify ACOE as an additional insured.
8. WAIVER: No delay or failure to require performance of any provision of t this Agreement shall operate as a waiver of

that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

9. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the performance of this agreement, the CONTRACTOR shall comply with all local, state and federal laws concerning employment and shall not discriminate against any employee or applicant for employment on the basis of actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, or sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics.
10. INDEMNIFICATION: CONTRACTOR shall defend, indemnify, and hold harmless the Alameda County Office of Education (ACOE), its Board of Trustees, officers, agents and employees, volunteers, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any negligent acts from or during or be alleged to be caused by the undersigned's officers, agents, employees, and volunteers.
11. DISPUTE RESOLUTION: Should any dispute arise out of this Agreement; the Parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be equally shared by the CONTRACTOR and ACOE. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.
12. GOVERNING LAW AND VENUE: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Alameda County. The Parties agree that subject matter and personal jurisdiction are proper in state court in Alameda County, and waive all venue objections.
13. FINGERPRINTING & TUBERCULOSIS (TB) CERTIFICATION: CONTRACTOR shall, at its expense: (1) submit to ACOE's Certification of Department of Justice Clearance pursuant to Ed. Code § 45125.1, for all personnel (employees, independent contractors, volunteers) who may have contact with students. In addition, CONTRACTOR must submit a TB risk assessment or Infectious TB clearance, as applicable), in accordance with Education Code section 49406.
14. TERMINATION: ACOE may, by written notice to CONTRACTOR, terminate this Agreement at any time for the convenience of ACOE. The notice shall specify the effective date and the scope of the termination. In the event of termination, CONTRACTOR shall deliver to ACOE all documents prepared pursuant to the Agreement, whether complete or incomplete. CONTRACTOR may retain a copy for its records. Upon receipt of the documents, CONTRACTOR shall be compensated based on the completion of services provided, as solely and reasonably determined by ACOE.
15. INTELLECTUAL PROPERTY RIGHTS: Ownership: ACOE shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to ACOE all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with ACOE or result from the use of premises leased, owned or contracted for by ACOE.
16. INTELLECTUAL PROPERTY INDEMNITY: Contractor represents and warrants for the benefit of ACOE and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold ACOE harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services

provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to ACOE.

Contractor agrees that ACOE will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with ACOE.

17. ENTIRE AGREEMENT: This Agreement and its exhibits and appendices (if any) constitutes the final, complete, statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. AMENDMENTS: This Agreement may only be amended by a written instrument signed by the Parties.

19. THIRD PARTY BENEFICIARIES: This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

20. W-9: CONTRACTOR agrees to provide ACOE a copy of their Taxpayer Identification Number and Certification.

21. CALIFORNIA PUBLIC RECORDS ACT: ACOE is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted ACOE, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, ACOE will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Alameda County before ACOE is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time ACOE is required to respond to the CPRA request, ACOE may disclose the requested information.

    Contractor further agrees that it shall defend, indemnify and hold ACOE harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by ACOE of a CPRA request for information arising from any representation, or any action (or inaction), by CONTRACTOR.

22. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT CLAIMS: CONTRACTOR assigns to ACOE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the ACOE pursuant to this Agreement.

23. CONFLICTS OF INTEREST:

    Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations

section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by ACOE.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the ACOE with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to ACOE under this Agreement. Contractor shall immediately notify the ACOE of the names and email addresses of any additional individuals later assigned to provide such service to the ACOE under this Agreement in such a capacity. Contractor shall immediately notify the ACOE of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to ACOE.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

24. BUDGET CONTENGENCY: This Agreement is contingent upon the appropriation of sufficient funding by ACOE for the services covered by this Agreement. If funding is reduced or deleted by ACOE for the services covered by this Agreement, ACOE has the option to either terminate this Agreement with no liability occurring to ACOE or to offer an amendment to this Agreement indicating the reduced amount.

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25. CONTRACT EXECUTION: Unless otherwise prohibited by law or ACOE policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the ACOE.

Budget Code	Amount:	Budget Code	Amount:
Principal/Director Approval:		Site/Department:	Date Approved:

To be completed by Human Resources Department if applicable

The CONTRACTOR has fulfilled the Human Resources requirements □ YES □ NO □ N/A

Executive Director, Human Resources _____ Date _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers:

CONTRACTOR

Signature _____ Date _____

Print Name: Denise G. Saddler
Title: Interim Superintendent
Federal Tax ID Number: 94-60000385
Mailing Address: 1011 Union Street
Email: Denise.Saddler@ousd.org
Phone Number: 510-879-8200

ALAMEDA COUNTY OFFICE OF EDUCATION

Superintendent or Designee _____ Date _____

Approved As To Form by OUSD Legal Dept.
06/03/26
Roxanne De La Rocha, Sr. Staff Attorney

Exhibit A to ACOE and OUSD Agreement re: Training, Capacity Building and Coaching Services

Purpose

The Alameda County Office of Education (ACOE) seeks to partner with the Oakland Unified School District (OUSD) to provide training, capacity-building, and continuous coaching to ACOE and Alameda County school district staff serving immigrant and newcomer students and families.

This partnership is intended to support ACOE's mission of equipping the most vulnerable students—and the educators and staff who serve them—with the tools, systems, and practices they need to thrive. Given the current national context, immigrant and newcomer students face heightened vulnerability. ACOE's goal is to establish sustainable, county-wide systems and strengthen existing district-based structures so that all students in Alameda County feel safe, supported, and welcomed in their schools and communities.

Target Population

ACOE staff and Alameda County's district-based staff who serve immigrant and newcomer students and families and who are responsible for intake, referral, navigation, advocacy, and coordination of academic, social-emotional, legal, and stabilization supports.

Scope of Services

From July 1, 2026 to June 30, 2027, OUSD shall provide job-embedded training, technical assistance, and coaching to support ACOE in building a sustainable infrastructure for immigration-related services, including the following:

1. Training and Professional Learning

- Design and deliver training for ACOE and district staff on effective practices for families in need of immigration-related or newcomer support , drawing on OUSD's existing systems and lessons learned.

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- Training topics may include, but are not limited to:

    - Protocols for preparing for and responding to immigration enforcement and limiting cooperation with immigration officers;
    - Protocols for responding to immigration enforcement;
    - Intake and referral processes for immigrant and newcomer families
    - Trauma-informed and culturally responsive practices;
    - Understanding immigration-related barriers that impact school attendance, housing stability, and employment; and
    - Coordination with legal service providers, community volunteers, and community-based organizations.

- Provide onboarding and foundational training for staff involved in the initial implementation phase.

2. Continuous Capacity Building and Coaching

- Provide ongoing coaching and technical assistance to ACOE staff throughout the first year of implementation.

- Support ACOE in adapting and refining tools, workflows, and protocols to meet county-wide needs.

- Offer regular check-ins, problem-solving sessions, coordinated site visits, and implementation support to ensure systems are operational, responsive, and sustainable.

3. Systems Development and Knowledge Sharing

- Share templates, tools, and best practices developed or used by OUSD (e.g., intake forms, referral workflows, guidance documents).

- Support ACOE in building internal capacity to:

    - Triage and assess referred families using an objective, documented intake process

    - Prioritize imminent or time-sensitive cases

    - Coordinate referrals to external partners (e.g., legal defense funds or stabilization supports) based on greatest need

- Advise on strategies to stabilize and align services across districts while respecting local context.

Deliverables and Reporting

OUSD shall provide the following deliverables during the term of the agreement:

- A training plan outlining topics, timelines, and intended participants
- Delivery of scheduled trainings and professional learning sessions
- Ongoing coaching and technical assistance throughout the first year of implementation
- Periodic summary updates (e.g., quarterly) describing:
    - Trainings delivered and staff reached
    - Key capacity-building activities completed
    - Emerging needs, challenges, and recommendations for system improvement

Funding and Payment Structure

- Funding shall be used to pay for the equivalent of 1.6 FTE salary costs for the positions of 0.6 FTE Director of Continuous Education, Learning Lab and 1.0 Program Manager of Immigrant and Refugee Supports to cover training development, facilitation, coaching, and technical assistance provided by OUSD to ACOE and district-based staff members responsible for services to immigrant students and families.

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Roles and Responsibilities

ACOE Responsibilities:

- Identify participating staff and districts
- Coordinate scheduling and participation in trainings and coaching
- Lead implementation of county-wide systems informed by OUSD support
- Monitor progress toward building sustainable immigrant services infrastructure
- Provide funding, space, and convening support for training services

OUSD Responsibilities:

- Design and deliver training, coaching, and technical assistance as described
- Share expertise, tools, and lessons learned from OUSD's immigrant and newcomer support systems
- Provide continuous capacity-building support throughout the first year of implementation
- The OUSD staff supporting the county-wide expansion of immigrant and newcomer support services will allocate approximately 3 days per week, with greater support needed during certain periods, depending on demand.