

File ID Number	21-0851
Introduction Date	4/28/21
Enactment Number	21-0672
Enactment Date	4/28/2021 er
By	



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

**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education**

April 28, 2021

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Sara Nuno-Villa, Family and Community Engagement Specialist

Subject: Grant Agreement - 2020-21 Community Engagement Initiative Peer Leading and Learning Network (PLLN) - Office of Equity

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement between the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, Administrative Agent), acting on behalf of the California Collaborative for Educational Excellence (CCEE), and the District, on behalf of Office of Equity, accepting \$21,800.00 in funding to support the Community Engagement Initiative (CEI), Cohort II Peer Leading and Learning Network (PLLN, for the period of January 1, 2021 through June 30, 2021, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant Agreement for OUSD schools for the 2020-2021 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
21-0851	Yes	Grant	Oakland Unified School District, Office of Equity	To support the Community Engagement Initiative (CEI), Cohort II Peer Leading and Learning Network (PLLN)	January 1, 2021 - June 30, 2021	California Collaborative for Educational Excellence	\$21,800.00

DISCUSSION:

The District created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$21,800.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for the Office of Equity for fiscal year 2020-2021, pursuant to the terms and conditions thereof, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet
Grant Agreement

OUSD Grants Management Face Sheet

Title of Grant: 2020-21 Community Engagement Initiative Peer Leading and Learning Network (PLLN)	Funding Cycle Dates: January 1, 2021 - June 30, 2021
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Marin County Superintendent of Schools and the Marin County Office of Education Attention: Romaneir Johnson 1111 Las Gallinas Avenue San Rafael, CA 94903 rjohnson@marinschools.org	Grant Amount for Full Funding Cycle: \$21,800.00
Funding Agency: California Collaborative for Educational Excellence Attn: Emma Oh 915 L Street, Suite 1430 Sacramento, CA 95814 ap_ccee@ccee-ca.org	Grant Focus: To support the Community Engagement Initiative (CEI), Cohort II Peer Leading and Learning Network (PLLN)
List all School(s) or Department(s) to be Served: Office of Equity	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	<p>Community Engagement teams from twelve (12) school districts across California were selected to participate in the CEI's Cohort II inaugural Peer Leading and Learning Network ("PLLN"). The purpose of the CEI is to:</p> <ul style="list-style-type: none"> (1) Building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils. (2) Identifying effective models of community engagement and metrics to evaluate those models. (3) Developing effective peer-to-peer partnerships between school districts and county offices of education, utilizing the existing professional learning networks structure administered by the California Collaborative for Educational Excellence, to deepen community engagement using lessons learned from the work identified in paragraph (1) and the models identified in paragraph (2). (4) Scaling up the work identified in paragraphs (1), (2), and (3) to improve community engagement statewide and incorporate practices that prove effective towards school district and county office of education continuous improvement efforts.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.56% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	The OUSD team participating will learn and share with other districts how to deepen the community engagement, best practices of communities where engagement between communities, pupils, schools, and school districts is strong, and identify and test metrics for measuring increases in community engagement.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?	No

(If yes, include the district's indirect rate of 5.56% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Oakland Unified School District Attention: Sara Nuño-Villa 1000 Broadway, Suite 300 Oakland, CA 94607-4099 (510) 575-7890 sara.nuno@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Sara Nuno	<i>Sara Nuno-Villa</i>	4/1/21
Chief Academic Officer	Sondra Aguilera	<i>Sondra Aguilera</i>	4/1/2021

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant-Dawson		
Superintendent	Kyla Johnson-Trammell		



2020-21 COMMUNITY ENGAGEMENT INITIATIVE PEER LEADING AND LEARNING NETWORK (PLLN) AGREEMENT

This **AGREEMENT** is made by and among the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, “Administrative Agent”), acting on behalf of the California Collaborative for Educational Excellence (“CCEE”), and Oakland Unified School District (“DISTRICT”). Hereinafter, the Administrative Agent (on behalf of the CCEE) and DISTRICT shall be referred to collectively as “PARTIES.”

Background

The Community Engagement Initiative (“CEI”) was established by the California State Legislature and the Governor on June 27, 2018 (Section 140 of Assembly Bill No. 1808 (“AB 1808”), Chapter 32 of the Statutes of 2018) for the purpose of all of the following:

- (1) Building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils.
- (2) Identifying effective models of community engagement and metrics to evaluate those models.
- (3) Developing effective peer-to-peer partnerships between school districts and county offices of education, utilizing the existing professional learning networks structure administered by the California Collaborative for Educational Excellence, to deepen community engagement using lessons learned from the work identified in paragraph (1) and the models identified in paragraph (2).
- (4) Scaling up the work identified in paragraphs (1), (2), and (3) to improve community engagement statewide and incorporate practices that prove effective towards school district and county office of education continuous improvement efforts.

Pursuant to AB 1808 and the resulting Request for Applications (“RFA”), the California Department of Education (“CDE”) and the CCEE, with approval from the executive director of the State Board of Education (“SBE”) selected the San Bernardino County Superintendent of Schools (“SBCSS”), Families in Schools (“FIS”), and the California Association for Bilingual Education (“CABE”) as the expert Lead Agency Consortium, consistent with Section 52073.1 of the Education Code, to coadminister the CEI with the CCEE.

The CCEE and the Lead Agency Consortium were charged with soliciting teams to participate in the CEI and included professional learning networks. For the first professional learning network, they were required to select four to six geographically diverse teams that represent different regions of the state and include community members, pupils, schoolsite staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. In the selection process, AB 1808 required positive consideration be given to teams that are engaging in activities

consistent with building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils, and teams that have been successful in engaging community members that have not historically been engaged with their school district.

AB 1808 requires that the selected teams be willing to do all of the following:

- Participate in and cofacilitate a professional learning network for no less than three years.
- Engage in an open dialogue on issues related to improving local pupil outcomes.
- Partner with other communities and school districts on improving community engagement.

The goals of this first professional learning network, pursuant to AB 1808, are to accomplish the following:

- Deepen the community engagement of the school districts and communities participating in the professional learning network.
- Define common characteristics and best practices of communities where engagement between communities, pupils, schools, and school districts is strong.
- Identify and test metrics for measuring increases in community engagement.
- Develop a protocol for facilitating future professional learning networks to help other communities and school districts improve and deepen their interactions.
- Develop criteria for selecting other teams that would benefit from and be successful in improving community engagement.
- Create capacity within each team to cofacilitate a future CEI professional learning network.

After a competitive application process, teams from six school districts across California were selected to participate in the CEI's inaugural Peer Leading and Learning Network ("PLLN"). The teams represent Cohort 1, including DISTRICT, represented the following school districts:

- Anaheim Union High School District
- Azusa Unified School District
- Cajon Valley Union School District
- East Side Union High School District
- Ontario-Montclair School District
- Oxnard School District

For the 2020–21 and 2021–22 fiscal years, the California Collaborative for Educational Excellence and the lead agency shall convene five community engagement professional learning networks. Each of these professional learning networks represent a different region of the state and shall include community members, pupils, schoolsite staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. These teams shall be willing to do all of the following:

1. Participate in the professional learning network for no less than two years.
2. Engage in open dialogue on issues related to improving local pupil outcomes.
3. Partner with other communities and school districts on improving community engagement.

Each of the professional learning networks established shall do both of the following:

1. Deepen the community engagement of the school districts and communities participating in each professional learning network, including the engagement in the protocol developed by Cohort I.
2. Use the metrics developed by Cohort I to measure changes in community engagement in each of the participating communities and school districts.

The PARTIES hereby agree as follows:

SECTION I: Privileges and Obligations of DISTRICT and DISTRICT TEAM MEMBERS, to be Enforced by DISTRICT

- A. Peer Leading and Learning Network. DISTRICT agrees to participate in the Cohort II PLLN in pursuit of the statutorily-defined goals set forth above. Participating in the PLLN includes, but is not limited to, the following:
- Organizing a team to continue to participate in the Cohort II PLLN through June 30, 2021, with a minimum of four PLLN Network meetings per year and a webinar project discussion based on the findings of future community engagement professional learning networks and other research. DISTRICT shall provide CCEE and LEAD AGENCY CONSORTIUM with a list of all 2020-21 DISTRICT TEAM MEMBERS no later than January 15, 2021. All DISTRICT TEAM MEMBERS shall participate in all PLLN meetings.
 - If a DISTRICT TEAM MEMBER has a reasonable and irreconcilable conflict that prevents attendance at a meeting, the DISTRICT shall inform the CCEE and LEAD AGENCY CONSORTIUM immediately and seek a replacement who can fill the vacated role. DISTRICT shall secure a replacement for any DISTRICT TEAM MEMBER who is unable to continue participating in the PLLN within one month of the TEAM MEMBER providing notice of withdrawal, and, in such a circumstance, shall notify the CCEE and LEAD AGENCY CONSORTIUM of any proposed replacement with sufficient time for them to ensure the proposed replacement meets all participant requirements.
 - If a DISTRICT TEAM misses a meeting, the DISTRICT shall confer with the CCEE and LEAD AGENCY CONSORTIUM to determine whether continued participation in the PLLN is appropriate or this AGREEMENT should be terminated. If DISTRICT TEAM misses two meetings, this AGREEMENT shall be terminated pursuant to Section III.E below unless the CCEE and LEAD AGENCY CONSORTIUM determines an exception is warranted.
 - Each DISTRICT TEAM is responsible for attending four PLLN Network meetings and planning for a webinar project. This is a one-time flexibility provided in response to COVID-19 constraints.
 - Communicating regularly with the CCEE and LEAD AGENCY CONSORTIUM regarding the PLLN, including reading, and responding promptly to, all PLLN-related communications from the CCEE and LEAD AGENCY CONSORTIUM.
 - Responding to all research inquiries regarding the CEI and the PLLN from, or facilitated by, the CCEE, the LEAD AGENCY CONSORTIUM, or anyone conducting an evaluation on behalf of

the CCEE and/or LEAD AGENCY CONSORTIUM. Inquiries may include, but are not limited to, surveys and reflection documents.

- Permitting any CCEE or LEAD AGENCY CONSORTIUM staff member or representative to attend all or part of any PLLN meeting.
- Sharing resources developed through engagement in the PLLN with the CCEE, LEAD AGENCY CONSORTIUM and future CEI PLLNs.
- Engaging in open dialogue on issues related to improving local pupil outcomes. Individual DISTRICT TEAM MEMBERS will be expected to share professional and personal experiences related to topics within the scope of the CEI and its goals to support the success of the PLLN.
- Partnering with other communities and school districts on improving community engagement.
- Actively supporting the mission, vision, values and goals of the PLLN.
- Keeping DISTRICT's governing board regularly informed of the DISTRICT's engagement in the PLLN.
- Providing meeting space at a DISTRICT school site (or a nearby location accessible to all TEAM MEMBERS) for PLLN meetings that is video-conference capable at no cost for any participant if we return to in-person meetings

After a competitive application process, teams from twelve school districts across California were selected to participate in the CEI's Cohort II ~~inaugural~~ Peer Leading and Learning Network ("PLLN"). The teams, including DISTRICT, represented the following school districts:

- Bakersfield City School District
- Chino Valley Unified School District
- Moreno Valley Unified School District
- Oakland Unified School District
- Pajaro Valley Unified School District
- Parlier Unified School District
- Riverside Unified School District
- Salinas Union High School District
- Santa Ana Unified School District
- Upper Lake Unified School District
- Val Verde Unified School District
- Victor Valley Union High School District

- B. Content License. DISTRICT agrees to grant CCEE, LEAD AGENCY CONSORTIUM, and all participants in current and future CEI PLLNs a free, transferable, non-exclusive license to use, reproduce, and distribute all information and content created by the DISTRICT or DISTRICT TEAM MEMBERS and presented or distributed at a PLLN meeting or as part of communications with or between PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training

purposes, (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product, and (iii) the DISTRICT or TEAM MEMBER, as appropriate, is identified as the creator and/or owner of the information and content by including the appropriate name or logo on the information or content. The information and content produced, either in whole or in part, by a DISTRICT or TEAM MEMBER and presented or distributed at a PLLN meeting or as part of communications with or between PLLN participants shall not be copyrighted or patented by anyone other than the owner.

- C. Assignment. Neither this AGREEMENT nor any duties or obligations under this AGREEMENT may be assigned by DISTRICT without the prior written consent of CCEE. Any assignment or purported assignment of this AGREEMENT by DISTRICT without prior written consent of CCEE will be deemed void and of no force or effect.
- D. Conflict of Interest. DISTRICT covenants, by itself and on behalf of its officers and directors, that it presently has no financial interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the satisfaction of the obligations under this AGREEMENT. DISTRICT further covenants, by itself and on behalf of its officers and directors, that in satisfying this AGREEMENT, no person having any such interest shall knowingly be employed or retained by it under this AGREEMENT.
- E. Non-Discrimination. Neither DISTRICT, nor any officer, agent, employee, or subcontractor of DISTRICT shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this AGREEMENT. To the extent they shall be found to be applicable hereto, DISTRICT and any officer, agent, employee, or subcontractor of DISTRICT shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- F. Insurance Requirements. Contractor shall, at Contractor's expense, procure and maintain for the duration of this Agreement general liability, workers' compensation, if required by applicable law, automobile liability and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services or this Agreement by Contractor and Contractor's Subcontractors, officers, employees, agents, or representatives. MCOE/CCEE in no way represents or warrants that the insurance required under this Section F is sufficient to protect Contractor for liabilities that may arise from or relate to this Agreement.

The general liability insurance shall have a per-occurrence limit of not less than Two Million Dollars (\$2,000,000). All such insurance will be equivalent to coverage offered by a commercial general

liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by Provider of the indemnity provisions set forth in this Agreement.

The workers' compensation insurance, if required by applicable law, shall insure Contractor's obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employer's liability insurance in the limits required by the laws of California.

- G. Invoicing. To defray some of the costs of DISTRICT TEAM MEMBERS, including parents, guardians, students, and other non-district employees on the TEAM, participating in the Cohort II PLLN meetings, DISTRICT may submit quarterly invoices and supporting documents via email to the CCEE Fiscal Analyst at ap_ccee@ccee-ca.org pursuant to Section II below. Invoices may be submitted at any time, but no later than 30 days after the end of each quarter for the meetings completed during that quarter (e.g, by April 30, 2021 for meeting completed between January 1, 2021, and March 31, 2021). The final invoice must be submitted within 30 calendar days after the termination date of this AGREEMENT and must be marked "FINAL" by the DISTRICT. No payments will be made to the DISTRICT after this period.

Each invoice shall be accompanied by

- (1) Agenda(s) for the Cohort II PLLN meeting(s) held in the relevant quarter; and
- (2) A complete list of participants Cohort II that attended the PLLN/Network meeting(s) and planning for a webinar project.

The invoice shall state the total amount for the invoice. If requested by Administrative Agent, DISTRICT shall provide additional documentation supporting an invoice.

SECTION II: Privileges and Obligations of CCEE/Administrative Agent

- A. Funding. In accordance with the invoicing provisions and requirements set forth in Section I(G) above, CCEE/Administrative Agent shall provide DISTRICT up to \$10,800, for satisfactory participation in the 2020-21 Cohort II four PLLN Network meetings at (\$2,700 per meeting) and an additional \$750 per in-person meeting if travel resumes, billed at the end of the 1st quarter. Due the impact of Covid-19 on travel, 4 of the required 8 meetings will be replaced with a 2-part webinar. This webinar requires 1 hour of presentation, 1 hour guided discussion, and partnership with another district at a total cost of \$6,000. Planning meetings for webinar allocation will be (\$3,000) and (\$2,000) for artifacts developed while preparing the webinar. In no event shall the total payment(s) to DISTRICT under this Agreement exceed \$21,800.00, unless in-person meeting resumes which the district will be allocated an additional \$750 per meeting. The total contract DISTRICT will be responsible for any costs related to satisfying this AGREEMENT beyond this sum. Neither the Administrative Agent, nor the CCEE, nor the LEAD AGENCY CONSORTIUM has any financial obligation to DISTRICT or DISTRICT TEAM MEMBERS other than those detailed in this AGREEMENT.
- B. Content License. CCEE agrees to grant DISTRICT a free, non-transferable, non-assignable, non-exclusive license with respect to all information and content CCEE develops with or for use by LEAD AGENCY CONSORTIUM MEMBERS and/or PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes and (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product.

SECTION III: Further agreement by all PARTIES

- A. Term. The term of this AGREEMENT shall be from January 1, 2021 through June 30, 2021.
- B. Partial Satisfaction. Acceptance by all PARTIES of some obligations to be satisfied under this AGREEMENT does not operate as a release from any remaining obligations under this Contract.
- C. Independent Contractor. It is agreed that DISTRICT and all officers, employees and agents of DISTRICT are acting as an independent contractor of CCEE/Administrative Agent and not as a partner, joint venturer, agent or employee of Administrative Agent or CCEE. Personnel tasked by each DISTRICT with ensuring satisfaction of the obligations under this AGREEMENT shall at all times be under the DISTRICT's exclusive direction and control. DISTRICT shall pay all the wages, salaries and other amounts due such personnel in connection with satisfying its obligations under this AGREEMENT and as required by law. DISTRICT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the PARTIES hereto that DISTRICT in the satisfaction of its obligations hereunder is subject to the control or direction of CCEE/Administrative Agent merely as to the result to be accomplished by the obligations hereunder agreed to be rendered, performed, and satisfied, and not as to the means and methods for accomplishing the results. It is agreed that Administrative Agent/CCEE will not withhold any federal or state income tax from payment made pursuant to this AGREEMENT, but will provide DISTRICT with a statement of payments upon request if necessary.
- D. No Third Party Beneficiaries. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against one or more of the PARTIES.
- E. Termination. Any of the PARTIES may terminate this AGREEMENT without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. A notice of termination shall be effective when received.
- F. Waiver of Default. Any waiver by any of the PARTIES of any breach of any one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the PARTIES to require exact, full and complete compliance with any terms of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or stopping CCEE from enforcement hereof.
- G. Force Majeure.
 - 1. In the event any DISTRICT is unable to comply with any provision of this AGREEMENT due to causes beyond its control such as acts of God, acts of war, civil disorders, flu pandemics, or other similar acts, no DISTRICT shall be held liable to CCEE for such failure to comply.
 - 2. In the event CCEE/Administrative Agent is unable to comply with any provision of this Contract due to causes beyond its control relating to acts of God, acts of war, civil disorders, flu pandemics, or other similar acts, CCEE shall not be held liable to any DISTRICT for such failure to comply.
- H. Hold Harmless. Administrative Agent/CCEE shall indemnify, defend and hold harmless DISTRICT, its Directors, officers, employees, agents, volunteers and authorized representatives from and against

any and all liability, loss, damage or claims for injury or damages arising out of Administrative Agent/CCEE's performance of this AGREEMENT but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Administrative Agent and/or CCEE.

DISTRICT shall indemnify, defend and hold harmless Administrative Agent and CCEE, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of DISTRICT's performance of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT.

- I. Notices. All correspondence and notices required or contemplated by this AGREEMENT shall be delivered in electronic form to the respective PARTIES at the e-mail addresses set forth below and shall be delivered in physical form to the respective PARTIES at the addresses set forth below. Any notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses listed below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee. Any notice to CCEE shall also be made to Administrative Agent, and any notice to Administrative Agent shall also be made to CCEE. The address to which correspondence or notices may be given to any Party may be changed by written notice given in accordance with this Paragraph.

<u>DISTRICT</u>	<u>CCEE</u>	<u>Administrative Agent</u>
Oakland Unified School District Attn: Sara Nuño-Villa 1000 Broadway, Ste. 300 Oakland, CA 94607-4099 (510) 575-7890 sara.nuno@ousd.org	California Collaborative for Educational Excellence Attn: Emma Oh 915 L Street, Suite 1430 Sacramento, CA 95814 ap_ccee@ccee-ca.org	Marin County Office of Education Attn: Romaneir Johnson 1111 Las Gallinas Avenue San Rafael, CA 94903 rjohnson@marinschools.org

- J. Review by Legal Counsel. Each of the PARTIES has had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT.
- K. Litigation Costs. Except as otherwise provided in this AGREEMENT, if any PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.
- L. Governing Law; Jurisdiction; Venue; Interpretation; Severability. This AGREEMENT shall be governed by the laws of the State of California. Any legal action related to the satisfaction, performance, or interpretation of this Contract shall be filed only in the Superior Court of Marin County, and the PARTIES waive any provision of law, including California Code of Civil Procedure, § 394, subdivision

(a), providing for a change of venue to another location. Prior to the filing of any legal action, the PARTIES shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute, with each PARTY to bear its own costs of mediation and the costs of the mediator to be evenly divided between CCEE/Administrative Agent and each DISTRICT involved in the dispute. In the event any provision in 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 without being impaired or invalidated in any way.

- M. Authority to Enter into Agreement. Each Party to this AGREEMENT warrants that it has the full power and authority to enter into this AGREEMENT and to carry out the transactions contemplated by it and has taken all action necessary to authorize the execution, delivery, and performance of this AGREEMENT.
- N. Entire Agreement/Amendment. This AGREEMENT, including any Attachments to which it refers, constitutes the final, complete, and exclusive statement of the terms of this AGREEMENT between the PARTIES pertaining to the subject matter of this AGREEMENT. It supersedes all prior and contemporaneous understandings or agreements of the PARTIES. No PARTY has been induced to enter into this AGREEMENT by, nor is any PARTY relying on, any representation or warranty outside those expressly set forth in this AGREEMENT. The provisions of this AGREEMENT may be modified only by mutual agreement of the PARTIES. No modification shall be binding unless it is in writing and signed by the PARTY against whom enforcement of the modification is sought.
- O. Counterparts and Electronic Signatures. This AGREEMENT may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all PARTIES had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.).

(SIGNATURES ON FOLLOWING PAGE)

In WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date hereof.

Administrative Agent

Signature: _____ Date: _____

Printed Name and Title: Terena Mares, Deputy Superintendent

Address: 1111 Las Galinas Avenue

City: San Rafael State: CA Zip Code: 94903

California Collaborative for Educational Excellence

Signature: _____ Date: _____

Printed Name and Title: Thomas Armelino, Executive Director

Address: 915 L Street, Suite 1430

City: Sacramento State: CA Zip Code: 95814

Signature: _____ Date: _____

Printed Name and Title: Karla Estrada, Deputy Executive Director

Address: 915 L Street, Suite 1430

City: Sacramento State: CA Zip Code: 95814

DISTRICT

Signature:  Date: March 22, 2021

Printed Name and Title: Dr. Kyla Johnson-Trammell, Superintendent

Address: 1000 Broadway, Ste. 300

City: Oakland State: CA Zip Code: 94607


Shanthi Gonzales, President, Board of Education 4/29/2021

Approved as to form by OUSD Staff Attorney Joanna Powell on 3/20/21.

