

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	23-1710
Introduction Date	9/13/23
Enactment Number	23-1538
Enactment Date	9/13/2023 os

## Board Cover Memorandum

<b>To</b>	Board of Education	
<b>From</b>	Kyla Johnson-Trammell, Superintendent Sondra Aguilera, Chief Academic Officer Jennifer Blake, Executive Director, Special Education Stacey Lindsey, Special Education Director, Related Services: Psychological and Mental Health	
<b>Meeting Date</b>	September 13, 2013	
<b>Subject</b>	Master Service Agreement with The Together Group, LLC - Special Education Department	
<b>Ask of the Board</b>	<input type="checkbox"/> Approve Services Agreement <input checked="" type="checkbox"/> Ratify Services Agreement	
<b>Services</b>	Ratification by the Board of Education of a Master Service Agreement between the District and The Together Group, LLC, Bethesda, MD, for the latter to provide professional development to Oakland Unified School Districts (OUSD) speech and language pathologists (SLPs) and school psychologists in time management and organization for the District's SLPs and school psychologists to improve their time management and organizational skills in order to work more efficiently within their respective roles in order to improve compliance rates for Individualized Education Plans (IEPs) completion, via the Special Education Department, for the period of July 10, 2023 through August 30, 2023, in an amount not to exceed \$20,000.00.	
<b>Term</b>	Start Date: July 10, 2023	End Date: August 30, 2023
<b>Not-To-Exceed Amount</b>	\$20,000.00	
<b>Competitively Bid</b>	No	

<b>In-Kind Contributions</b>	None
<b>Funding Source(s)</b>	Resource 6500
<b>Background</b>	<p><i>School psychologists and Speech/language pathologists (SLPs) are mandated by state and federal law to complete all special education assessments within 60 days of receipt of a signed assessment plan for evaluation for the purpose of developing an Individualized Education Plan (IEP) on or before the 60 day timeline ends in order for those students eligible for services to commence receiving them. While there have always been instances in which mandated timelines have been exceeded, this was significantly smaller in the past. Since the shelter-in-place (SIP) during the height of the COVID pandemic and beyond, timelines have been significantly out of compliance and staff have reported feeling less efficient in their ability to meet these timelines, being pulled by school sites in multiple directions at once in order to respond to other non-special education related matters. As such, it is believed that if the school psychologists and SLPs are provided with specific training directed at improving time management, organization, and planning, they will be better equipped to manage their assessment caseloads and still be able to engage in all the other tasks that arise on a day to day basis. The Together Group, LLC was selected to provide this professional development given their exceptional reputation in providing guidance in these specific skills and prior work with District staff, including the Special Education Leadership team.</i></p>
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Master Service Agreement with The Together Group, LLC</li> <li>• Appendix: The Together Group Statement of Work</li> </ul>

**Approved as to form:**



Roxanne De La Rocha  
 OUSD Staff Counsel

06/27/2023

Date



**THIS MASTER SERVICE AGREEMENT (“Agreement”)** is entered into by and between Oakland Unified School District (“Client”) and The Together Group, LLC (“Consultant”) collectively referred to as the “Parties,” as of June 9, 2022 (“Effective Date”). Each of Client and Consultant are referred to separately as “Party” and are referred to collectively as the “Parties.”

WHEREAS, (a) Client desires to engage Consultant as an independent contractor for the specific purposes of coaching and/or providing one or more workshops or presentations in accordance with the terms of the Statement of Work (the “Engagement”) and (b) the Consultant desires to provide to Client with such services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

**1. STATEMENT OF WORK.** Client is hiring Contractor to provide Services in accordance with the terms and conditions of this Agreement and one or more Statements of Work (“SOW”). A “Statement of Work” or “SOW” means the description of the tasks and/or services to be provided by Consultant based on written orders that are executed by the Parties from time to time. Each executed SOW is incorporated into and made a part of this Agreement.

**2. ENGAGEMENT AND PERFORMANCE OF SERVICES.**

**2.1 Services and Work Product.** Client hereby engages Consultant to provide the Services and Work Product to Client, and Client will pay Consultant for the Services and Work Product in accordance with the terms and conditions of this Agreement and any applicable SOW. As used in this Agreement, the “**Services**” means any and all services delivered by Consultant as described in a SOW and delivered to Client in the performance of the Engagement. As used in this Agreement, the “**Work Product**” means any and all materials delivered or made accessible by Consultant to Client for the provision of the Services.

**2.2 Consultant’s Performance.** Consultant will provide the Services in a timely and professional manner and in accordance with the applicable SOW and this Agreement. The manner, means, format, and method that Consultant uses to provide the Services are in Consultant’s sole discretion and control.

**2.3 Client’s Responsibilities.** Client is responsible to meet all Client deadlines and responsibilities set forth in the SOW and/or in the preparation call(s) and emails including, but not limited to, the final exact number of participants and information that needs to be provided by Client in a timely manner. Client shall be liable for late or missed Client deadlines, which may include a possible increase of materials and costs including shipping fees. Consultant maintains the right to cancel or postpone any workshop and/or other tasks or Services as a result of missed Client deadlines that impact Consultant’s ability to prepare materials and plan effectively and Client will be liable for any expenses incurred as a result of any such cancellation or postponement.

**2.4 Term.** This Agreement shall commence on the Effective Date and shall remain in effect for as long as Consultant is providing any Services pursuant to any SOW, unless otherwise agreed to in a writing signed by both Parties.

**2.5 Material Changes to the Scope of Service.** If, while this Agreement or any SOW is in effect, Client requests a change that will alter the scope of the Engagement as contemplated in the SOW (e.g., additional participants and/or materials, extended access to Work Product, provision of additional Services), Consultant will promptly notify Client with an estimate of anticipated changes and any associated additional fees (the “Change Order”). Payment under the changed scope of Engagement will be negotiated at the time of notification. The Change Order, a new SOW, or amended SOW will then be incorporated, by reference, into this Agreement.

**3. COMPENSATION.** Unless otherwise agreed to in a SOW, Client is obligated to pay fifty percent (50%) of the total fee for the Engagement as set forth in the applicable SOW (“Engagement Fee”) upon execution of the SOW. The fifty percent (50%) payment, plus all per person fees and charges for materials, will be paid by Client within four (4) weeks prior to the scheduled engagement date or within five (5) business days of the invoice date if the invoice date is within four



(4) weeks of the scheduled engagement date. The final payment will be billed after completion of the Engagement and will include any additional amounts owed for any Change Orders/SOW amendment and travel costs, including round-trip travel, ground transportation, lodging, and meals as well as any additional expenses incurred as a result of late or missed Client deadlines as described in Section 2.3 above. The final payment is due within thirty (30) days of the invoice date.

Consultant will submit invoices electronically to Client for the Engagement Fee and the final payment. Except for Client's obligation to pay fifty percent (50%) of the Engagement Fee upon execution of the SOW, all charges shall be due and payable thirty (30) days from the date of the invoice and shall be deemed overdue if not paid within such thirty (30) day time period. Overdue payments shall be subject to a late payment charge of 1.5% per month on any outstanding balance or the maximum permitted by law, whichever is lower, plus all reasonable expenses and fees of collection.

**4. INDEPENDENT CONTRACTOR RELATIONSHIP.** Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Client will not withhold or make payments for social security, unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on Consultant's behalf.

**5. INTELLECTUAL PROPERTY RIGHTS.** Consultant retains all right, title, ownership, and interest in and to BRASS TACKS, TOGETHER GROUP, TOGETHER TEACHER, TOGETHER LEADER, TOGETHER STUDENT, TOGETHER PRESS, and any other trademark registered and/or common law right either now or in the future, as well as all materials of The Together Group systems and routines, including, without limitation, the service mark, webinars, presentations, publications, workshops, blog posts, products, materials, information, ideas, concepts, know-how, techniques, tools, templates, models, software, procedures, documentation, technology, interfaces, databases, reports, processes, best practices and methodologies owned or licensed by or developed on behalf of Consultant or any of its suppliers as well as any other method or script utilized by Consultant related to or arising from provision of any Services. Nothing in this Agreement shall be construed to grant Client any right, title, license, ownership, or interest in or to any Services, Work Product, and in any underlying intellectual property, other than the specific right to use the Services and Work Product granted under this Agreement. Client's use of any materials provided, distributed, and/or made accessible by Consultant is only for Client's personal use and may not be uploaded to any shared servers or used for purposes of any re-training. Client may not exploit or make any commercial use of any of Consultant's materials and/or Work Product. For the avoidance of doubt, Client is not granted any right, title, license, or interest in or to any Consultant materials and/or Work Product and Consultant reserves all rights not explicitly granted in this Agreement or a SOW. Client must obtain Consultant's prior written consent for any use of any Consultant materials and/or Work Product not explicitly allowed in this Agreement.

Client grants Consultant permission to include Client's name and logo and publicly identify Client as a client. Neither Party may, without the express written consent of the other Party, divulge the terms of this Agreement or make any public statement about the specifics of the Services to be provided by Client hereunder.

**6. CONFIDENTIAL INFORMATION.** As used herein, "Confidential Information" means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party") that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. For avoidance of doubt, "Confidential Information" shall mean any and all technical and non-technical information provided by Consultant to the Client including, without limitation, worksheets, templates, systems, calendars, ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the Parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, financial information, customer lists, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, and information the Disclosing Party provides or makes accessible regarding third parties. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's non-disclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or becomes public knowledge or publicly available through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without



breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party without reliance on or use of the Disclosing Party's Confidential Information; or (v) is required to be disclosed in order to enforce this Agreement or pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance written notice to the Disclosing Party to the extent legally permitted). The Receiving Party acknowledges that disclosure of the Disclosing Party's Confidential Information could cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such actual or threatened disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or in equity.

Subject to the terms and conditions of this Agreement, the Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

The Receiving Party shall keep confidential all Confidential Information disclosed to it by the Disclosing Party, and will protect the confidentiality thereof in the same manner as it protects the confidentiality of its own Confidential Information and at all times shall exercise at least a reasonable degree of care in the protection of Disclosing Party's Confidential Information.

## 7. TERMINATION.

**7.1 Termination.** If Client cancels Consultant's Engagement at any time after Client's execution of any SOW but prior to provision of the Services, fifty percent (50%) of the total Engagement Fee, inclusive of any Change Orders and amended SOWs, and any other non-refundable expenses incurred by Consultant such as non-cancellable travel plans, shall be due and payable to Consultant and, if such fee has already been paid, is non-refundable. If Consultant cancels the Engagement at any time without cause, Consultant shall refund to Client all fees prepaid by Client for the Engagement as of the date of such cancellation.

**7.2 Return of Property.** Upon termination of the Agreement or upon Consultant's request at any other time, Client will promptly return to Consultant all of Consultant's Work Product together with all copies thereof, and any other material containing or disclosing any Work Product, third party information, and/or any Confidential Information.

**7.3 Survival.** The following provisions will survive termination of this Agreement: Sections entitled "Client's Responsibilities", "Material Changes to the Scope of Service", "Compensation", "Independent Contractor Relationship", "Intellectual Property Rights," "Confidential Information," "Termination", "Return of Property", "Indemnification and Limitation of Liability," "Return of Property," "Survival," and "General Provisions."

## 8. INDEMNIFICATION AND LIMITATION OF LIABILITY.

**8.1 Indemnification.** Each Party ("Indemnifying Party") will, at its expense, defend, indemnify, and hold harmless the other Party ("Indemnified Party"), its directors, officers, employees, contractors, and agents, from and against any third party claim, demand, cause of action, lawsuit, or liability, including reasonable attorney's fees and costs (collectively, a "Claim"), to the extent that any Claim: (i) arises from or is caused by the Indemnifying Party's gross negligence, willful misconduct, or violation of law; or (ii) arises from or is caused by any of the Indemnifying Party's content or other materials infringing or misappropriating any United States copyright, trademark, or patent, or other proprietary or intellectual right of any third party.

In the event Consultant believes that any of its Services or Work Product is likely to be held to constitute an infringement, Consultant shall, at its expense, use commercially reasonable efforts either (i) to procure for Client the right to continue to use the Work Product; or (ii) to modify the Work Product so that it is non-infringing; or (iii) if both of the foregoing options are not commercially feasible or impractical, in its sole reasonable discretion, Consultant may terminate this Agreement or the affected SOW and refund to Client the fees prepaid by Client for the portion of the Services which was not rendered by Consultant. Consultant's indemnification obligations under this Section shall not apply: (1) if any Work Product and/or Service is modified by anyone other than Consultant; (2) any Work Product is combined with other non-Consultant products, services, materials, and/or content not authorized by Consultant in writing; (3) to any unauthorized use of any of any Work Product or Services; (4) to any third party deliverables, materials, or components contained within any of Work



Product and not provided by Consultant; or (5) to any action arising as a result of any materials and/or content provided by Client. THIS SECTION SETS FORTH CONSULTANT'S SOLE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

The Indemnified Party must notify the Indemnifying Party promptly in writing of any claim hereunder and provide, at the Indemnifying Party's expense, all reasonable and necessary assistance, information, and authority to allow the Indemnifying Party to exclusively control the defense and settlement of any Claim.

**8.2 Limitation of Liability.** Except for amounts owed by Client to Consultant under this Agreement and any SOW, in no event shall either Party be liable to the other Party for any damages resulting from lost profits and/or revenue or for any special, indirect, incidental, punitive, exemplary, or consequential damages in any way arising out of, related to, or in connection with the Services or any Work Product, or otherwise relating to this Agreement or any SOW, however caused, even if the other Party has been made aware of the possibility of such damages. To the maximum extent permitted by law, in no event shall either Party's total liability arising under or relating to this Agreement and/or any SOW exceed the amounts paid and payable by Client to Consultant under this Agreement and any SOW. The foregoing limitation of liability is cumulative for all claims in any matter related to this Agreement and any SOW is not on a per incident basis.

## 9. GENERAL PROVISIONS.

**9.1 Governing Law and Venue.** This Agreement and any claim, controversy, right, obligation, or dispute arising under or related to this Agreement or any SOW, the relationship of the parties, and the interpretation and enforcement of the rights, performance obligations, and/or duties of the Parties shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflicts of laws principles. The parties irrevocably and unconditionally agree to the exclusive jurisdiction of the state courts in Montgomery County, Maryland and the federal courts in Maryland.

**9.2 Modifications; Waiver; Severability.** No modification of or amendment or addition to this Agreement or any SOW is valid or binding unless set forth in writing and fully executed by both Parties. Any waiver of any right or remedy under this Agreement and/or any SOW must be in writing and signed by each Party. No delay in exercising or enforcing any right, remedy, or obligation shall operate as a waiver of such right, remedy, obligation, or any other right, remedy, or obligation. A waiver on one occasion shall not be construed as a waiver of any right, remedy, or obligation on any future occasion. If any provision of this Agreement and/or any SOW is, for any reason, held to be invalid or unenforceable, all other provisions of this Agreement and, if applicable, affected SOW, will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law, preserving to the fullest permissible extent the intent and the agreement of the parties.

**9.3 No Assignment.** This Agreement and any SOW, and the Parties' rights and obligations herein, may not be assigned by either Party without the other's Party's prior written consent, and any attempted assignment in violation of the foregoing will be null and void. The terms of this Agreement and any SOW will be binding upon any permitted assignee.

**9.4 Notices.** Any notice or communication permitted or required by this Agreement shall be in writing and sent via certified or registered mail, return receipt requested, or by overnight courier service to the other Party as follows:

Notices to the Client (Client's principal point of contact and official mailing address):

Lisa Rothbard  
1000 Broadway, Suite 150  
Oakland, CA 94619

Notices to the Consultant:

Maia Heyck-Merlin  
The Together Group, LLC  
6507 Winnepeg Road





Bethesda, Maryland 20817

maia@thetogethergroup.com

**9.5 Force Majeure.** Neither Party shall be liable to the other Party for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such Party’s reasonable control including, without limitation, acts of God, acts or mandates of government, flood, fire, earthquake, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such Party’s employees or contractors), disease, sickness, epidemic or pandemic, service disruptions involving hardware, software or power systems not within such Party’s possession or reasonable control. A force majeure event does not include economic hardship.

**9.6 Entire Agreement; Facsimile Transmission/Counterparts.** This Agreement including all executed SOWs is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the Parties with respect to such subject matter. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any SOW now or hereafter executed by the Parties, the terms of the SOW shall govern. There are no third party beneficiaries to this Agreement. This Agreement does not create any right enforceable by any person or entity who is not a Party to this Agreement. This Agreement including any SOW may be executed and delivered by facsimile, electronic signature, or emailed PDF and, upon receipt such transmission, shall be deemed delivery of an original. This Agreement (including any SOW) may be executed in several counterparts each of which when executed shall be deemed to be an original, and such counterparts shall each constitute one and the same instrument.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

**The Together Group, LLC**

Signature:   
Maia Heyck-Merlin (Jun 9, 2022 07:37 EDT)

Name: Maia Heyck-Merlin

Title: Founder and CEO

Date: Jun 9, 2022

Version: 070620


**Oakland Unified School District**


Signature:   
Lisa Rothbard (Jun 9, 2022 09:15 PDT)

Name: Lisa Rothbard

Title: Director, New Teacher Support & Development

Date: Jun 9, 2022

 9/14/2023  
 Mike Hutchinson, President, Board of Education  
 Oakland Unified School District

 9/14/2023  
 Kyla Johnson Trammell, Secretary, Board of Education  
 Oakland Unified School District



**STATEMENT OF WORK NO. 2**

This Statement of Work No. 2 (“SOW”) is entered into as of June 13, 2023 (“Effective Date”) and governed by the terms of the Master Service Agreement (“Agreement”) between The Together Group, LLC (“Consultant”) and Oakland Unified School District (“Client”), dated June 9, 2022. In the event of any inconsistency between this SOW and the Agreement, the terms of this SOW shall control. All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

**Client Name:** Oakland Unified School District

**Class Type:** The Together Leader: Plan, Prioritize and Protect Your Time

**Class Dates / Times:** *Class 1* – Thursday, July 27, 2023, from 9:00 AM – 11:15 AM Pacific Time  
*Class 2* – Tuesday, August 1, 2023, from 2:00 PM – 4:00 PM Pacific Time

**Number of Participants:** ~100-130 participants (TBD by July 13, 2023)

**Class Location:** Online Classroom (*remote classes done via Zoom, Nearpod, and dedicated website*)

**Fee Structure:**

Description	Quantity	Rate	Estimated Amount
Engagement Fee For instructional design and delivery	1	\$8,750	\$8,750
ESTIMATED Per Person Costs for Materials (Materials Fee) This is based on the Client commitment to number of attendees and is modifiable until two weeks prior to the online class but requires an agreed upon minimum.	~130	\$45	\$5,850

**\$14,600**

**Billing Cycle:**

Billing takes place in one phase. All invoices should be paid within thirty (30) days of the invoice date.

Invoice 1 of 1	The invoice will include the Engagement Fee and the Materials Fee. It will be sent after this course takes place.
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**Consultant Obligations (timeline outlined in Class Preparation document):**

- Intake call with Client
- Self-assessments and analysis
- Customize classes, interactive Google site and samples
- Deliver classes to Client
- Summarize participant feedback for Client
- Conduct debrief call with Client

**Client Obligations:**

- 1 phone call with Consultant to prepare for the class
- Completion of pre-class questionnaire
- Designate one person to be the principal point of contact for responding to Consultant questions regarding content or logistics
- Designate one person to be the principal point of contact for participants, send reminders, and follow-up
- Commitment to be prompt in reviewing and responding to all email correspondence from Consultant
- Prompt payment of all invoices






**Logistics:**

Provide the following tools to optimize class effectiveness.

- Ensure that participants are able to access the class during class time or are able to review the class recording afterwards.
- If books are provided as part of the class, Oakland Unified School District provides the mailing address(es) for the book order.
- One senior staffer joins for the entire class to answer questions as needed.

IN WITNESS WHEREOF, the Parties hereto have caused this Statement of Work to the Master Service Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date set forth above.

**The Together Group, LLC**

Signature: 


Name: Maia Heyck-Merlin

Title: Founder and CEO

Date: June 28, 2023

Version: 041816

**Oakland Unified School District**

Signature:  Jennifer Blake (Jun 29, 2023 16:38 PDT)

Print Name: Jennifer Blake

Print Title: Executive Director of Special Education

Date: Jun 29, 2023






# Services Agreement - The Together Group, LLC - Special Education Department

Final Audit Report

2023-06-29

Created:	2023-06-29
By:	Angelica Lopez (angelica.lopez@ousd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw4Tz8rEBeVcEHUfyHi2ZGdle-UxbE8wT

## "Services Agreement - The Together Group, LLC - Special Education Department" History

-  Document created by Angelica Lopez (angelica.lopez@ousd.org)  
2023-06-29 - 10:55:05 PM GMT- IP address: 104.192.9.115
-  Document emailed to Jennifer Blake (jennifer.blake@ousd.org) for signature  
2023-06-29 - 10:55:34 PM GMT
-  Email viewed by Jennifer Blake (jennifer.blake@ousd.org)  
2023-06-29 - 11:38:10 PM GMT- IP address: 66.249.84.64
-  Document e-signed by Jennifer Blake (jennifer.blake@ousd.org)  
Signature Date: 2023-06-29 - 11:38:25 PM GMT - Time Source: server- IP address: 104.192.9.116
-  Agreement completed.  
2023-06-29 - 11:38:25 PM GMT