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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tara Gard, Chief of Talent
Sarah Glasband, Director, Talent Development

Meeting Date November 16, 2023

Subject Services Agreement 2022 – 2024 with Urban Ed Academy

Ask of the Board

Approve Services Agreement
 Ratify Services Agreement

Description of Services & Background

Approval by the Board of Education of a Services Agreement 2023-2024 by and between the District and Urban Ed Academy, San Francisco, CA for the latter to provide support with recruitment, selection, and development of cohort activities including professional development for candidates. Urban Ed Academy will facilitate data collection with regard to mentor engagement, formative feedback, UEA Teacher Fellow Performance and experience in the program, feedback, surveys and data collection from all partners for the period of July 1, 2022 – June 30, 2024, in the amount not to exceed \$120,000.00.

Formal cohort time will be provided via evening group coaching sessions virtually or near housing provisions and on weekends with other Black male program participants.

Urban Ed Academy will serve as the primary “case manager” for ensuring that completed milestones on each entity’s (partner’s) checklist is properly communicated and confirmed, including: 1) Job placement coordination during the pre-service period of the residency; 2) Alignment on cohort development work and activities; and 3) Collaboration on CTC Certificate of Clearance support for individual residents.

Term	Start Date: July 1, 2022 End Date: June 30, 2024
Not-to-Exceed Amount	\$120,000.00
Funding Source(s)	Funding of the Service Agreement with Urban Ed Academy will be provided by the California Commission on Teacher Credentialing. – Resource 7810 – Program 7804
Competitively Bid	X Yes <input type="checkbox"/> No If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$109,300, list the exception(s) that applies (requires Legal approval and may require a resolution):
District In-Kind Contributions	N/A
Specific Outcomes	This Service Agreement establishes a partnership agreement between OUSD and UEA, so they can work together to increase the number of Black, male educators in OUSD, which is directly connected to OUSD’s Strategic Plan initiative of a stable and diverse work force.
SPSA Alignment (required if using State or Federal Funds)	N/A
Attachment(s)	<ul style="list-style-type: none">• Services Agreement• Exhibit A - Services Agreement• Exhibit B – Scope of Work• Data Sharing Agreement• General Liability Insurance• SAM Search• District Routing Form



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, “VENDOR 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.**
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. 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 VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
 - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
5. **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.
6. **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 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 41 (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.
7. **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.

8. **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 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 24 (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.

9. **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.

10. **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.

11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. **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.
14. **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;

**SERVICES AGREEMENT
EXHIBIT A**

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

VENDOR: Urban Ed Academy

1. **Services.** Describe the SERVICES VENDOR will provide: See attached: EXHIBIT B for Scope of Work

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: July 1, 2022

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: June 30, 2024

3. **Compensation.**

a. The basis for payment to VENDOR shall be:

Hourly Rate: _____ per hour

Daily Rate: _____ per day

Weekly Rate: _____ per week

Monthly Rate: _____ per month

Per Student Served Rate: _____ per student served

Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): _____

Urban Ed Academy will:

a. Be responsible for supporting recruitment, selection, and development of cohort activities including professional development for candidates;

b. Facilitate data collection with regard to mentor engagement, formative feedback, UEA Teacher Fellow Performance and experience in the program, feedback, surveys and data collection from all partners

- c. Provide formal cohort time normal cohort time via evening group coaching sessions virtually or near housing provisions and on weekends with other Black male program participants;
- d. Serve as the primary “case manager” for ensuring that completed milestones on each entity’s(partner’s) checklist is properly communicated and confirmed, including: 1) Job placement coordination during the pre-service period of the residency; 2) Alignment on cohort development work and activities; and 3) Collaboration on CTC Certificate of Clearance support for individual residents.

Capacity Expenditures - one time payments

- \$50,000 - UEA consultant fee
- \$25,000 - mentor teacher training
- \$5,000 - recruitment costs (video production)

Ongoing Expenditures: Yearly

- \$2,500 placement fees per resident recruited from UEA recruitment efforts, excluding existing OUSD employees recruited by Oakland Teacher Residency staff.

b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

Not-To-Exceed Amount: \$120,000

13. 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: Urban Ed Academy
Address: 1485 Bayshore Blvd., Suite 317
City, ST Zip: San Francisco, CA 94214

Phone: (732) 500-3504

Email: rseriguchi@urbanedacademy.org

17. **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.

18. **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).

20. **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.

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

15. **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.

16. **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.

17. **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 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.**

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

19. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (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.

20. **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.

21. **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 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.

22. **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/>).

23. **Limitation of OUSD Liability.**

Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.

24. **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.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.

30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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.
38. **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.

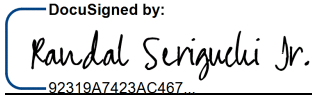
39. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
40. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
41. **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.
42. **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, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

VENDOR

Name: Randal Seriguchi Jr.

Signature: 

Position: Executive Director

Date: 9/15/2023

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: Mike Hutchinson

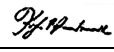
Signature: 

Position: President, Board of Education

Date: 11/17/2023

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

Name: Kyla Johnson-Trammell

Signature: 

Position: Superintendent

Date: 11/17/2023

Approved as to form by OUSD Legal Counsel

Name: Roxanne De La Rocha

Signature: 

Date: 10/05/2023

**SERVICES AGREEMENT
EXHIBIT A**

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

VENDOR: Urban Ed Academy

1. **Services.** Describe the SERVICES VENDOR will provide: See attached: EXHIBIT B for Scope of Work

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: July 1, 2022

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: June 30, 2024

3. **Compensation.**

a. The basis for payment to VENDOR shall be:

Hourly Rate: _____ per hour

Daily Rate: _____ per day

Weekly Rate: _____ per week

Monthly Rate: _____ per month

Per Student Served Rate: _____ per student served

Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): _____

Urban Ed Academy will:

a. Be responsible for supporting recruitment, selection, and development of cohort activities including professional development for candidates;

b. Facilitate data collection with regard to mentor engagement, formative feedback, UEA Teacher Fellow Performance and experience in the program, feedback, surveys and data collection from all partners

- c. Provide formal cohort time normal cohort time via evening group coaching sessions virtually or near housing provisions and on weekends with other Black male program participants;
- d. Serve as the primary “case manager” for ensuring that completed milestones on each entity’s(partner’s) checklist is properly communicated and confirmed, including: 1) Job placement coordination during the pre-service period of the residency; 2) Alignment on cohort development work and activities; and 3) Collaboration on CTC Certificate of Clearance support for individual residents.

Capacity Expenditures - one time payments

- \$50,000 - UEA consultant fee
- \$25,000 - mentor teacher training
- \$5,000 - recruitment costs (video production)

Ongoing Expenditures: Yearly

- \$2,500 placement fees per resident recruited from UEA recruitment efforts, excluding existing OUSD employees recruited by Oakland Teacher Residency staff.

b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

Not-To-Exceed Amount: \$120,000

13. 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: Urban Ed Academy
Address: 1485 Bayshore Blvd., Suite 317
City, ST Zip: San Francisco, CA 94214

Phone: (732) 500-3504

Email: rseriguchi@urbanedacademy.org

17. **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.

18. **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).

20. **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

Expansion Grant - Cal State Teach-Urban Ed Academy-OUSD

Appendix C: Application Cover Page and Contact Information

Appendix D: Teacher Residency Expansion Grant Program Summary

Appendix E: Teacher Residency Expansion Grant Assurance Statements and Partnership Agreements

Section 1: Overview of the Current Operational Teacher Residency Partnership between the Applicant LEA and the Collaborating IHE(s)

Section 2. Describe the Local Need for Special Education, STEM, Computer Science, TK, Kindergarten, and/or Bilingual Education Teachers OR to Diversify the Teacher Workforce of the LEA(s) to Match the LEA(s) Community's Diversity (10 points)

Section 3. The Expanded Teacher Residency Program to be Implemented

Section 4: Key Program Personnel and Shared Program Governance

Section 5. Sustainability

Section 6: Data Collection, Evaluation Reporting, Assurances, and Partnership Agreements

Section 7: Budgets and Budget Narratives for Each Program Year, including Matching Funds

Appendix G, Part I: Teacher Residency Expansion Grant Budget Overview Forms

Appendix G, Part II: Teacher Residency Expansion Grant Budget Overview Form

Section 8: Appendix H, Statutory Priority Points

Section 9: IHE Partnership Letters

Section 10: Appendix I, Grant Stewardship and Accreditation Status

Appendix C: Application Cover Page and Contact Information

Teacher Residency Grant

Applicant Information:

Name of LEA Applicant: Oakland Unified School District

Mailing Address: 1000 Broadway, Suite 150 Oakland, CA 94607

CDS Code: 01-61259-0000000

Contact Information

Contact Person: Sarah Glasband, Director of Talent Development - Recruitment & Retention

Telephone: 510-517-7414

Email: sarah.glasband@ousd.org

LEA Fiscal Agent Information

Name of Fiscal Agent: Lisa Grant Dawson, Chief Business Officer

Oakland Unified School District

Mailing Address: 1000 Broadway, Suite 450 Oakland, CA 94607

Telephone: 209-453-9114

Email: lisa.grantdawson@ousd.org

Alternate Contact Information

Name of Alternate Program Contact Person: Tara Gard

Title: Chief Talent Officer

Telephone: 510-879-1155

Email: tara.gard@ousd.org

Appendix D: Teacher Residency Expansion Grant Program Summary

Appendix D Teacher Residency Expansion Grant Program Summary

Carefully read and follow the directions to complete the form and generate a PDF version that can be attached to the final application. All narrative responses and PDF appendices must be submitted as one application.

Directions: Fill in this form as applicable to the Teacher Residency Expansion Grant. Note: You may select any number of the residency programs listed below; this form may be expanded if additional pages are needed.

Estimate the target number of residents and the proposed per resident spending by credential or program type:

Residency Area	Target Number of Residents Annually	Proposed Amount of Grant Funds Per Resident
Diversifying Teacher Workforce that Reflects the LEA Community’s Diversity – Multiple Subjects with or without added authorizations	8 per year	\$25,000

LEA(s) and school sites where the residents would be placed. Please add rows as needed.

LEA(s)	School(s) for Resident Placement	Number of Residents Annually	Residency Area
Oakland Unified School District	Allendale Elementary	2	Diversifying Teacher Workforce that Reflects the LEA Community’s Diversity – Multiple Subjects with or without added authorizations
Oakland Unified School District	Piedmont Ave Elementary	2	Diversifying Teacher Workforce that Reflects the LEA Community’s Diversity – Multiple Subjects with or without added authorizations
Oakland Unified School District	Burckhalter	2	Diversifying Teacher Workforce that Reflects the LEA Community’s Diversity – Multiple Subjects with or without added authorizations
Oakland Unified School	Martin Luther King, Jr.	2	Diversifying Teacher Workforce that Reflects the LEA Community’s Diversity

District	Elementary		– Multiple Subjects with or without added authorizations
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Provide the rationale for the selection of the identified resident placement schools:

A preliminary assessment of OUSD schools highlighted these schools with strong African American site leaders who understand the need for a diverse teacher force and the impact that can have on student outcomes. We also identified the number of potential affinity based matches based on teacher ethnicity, credential type, teacher permanency and credential status. These sites serve predominantly low-income Black and Brown students and aim to provide the highest quality education for their students. These sites are committed to supporting Black male teaching candidates on the path to a Preliminary credential while benefiting from a built-in pathway for Black male educators.

Partner IHE(s) for the Teacher Residency Expansion Grant

Partner IHE	Residency Area
CalStateTEACH	Multiple Subjects Pathway (with or without added authorizations)

Appendix E: Teacher Residency Expansion Grant Assurance Statements and Partnership Agreements


The Residency Program Assures the Commission that if awarded grant funding:

1. All residents will teach at least one-half time alongside a teacher of record, who is designated as the experienced mentor teacher, for at least one full school year while engaging in initial preparation coursework. (Appendix A (a)(2))
2. It is the responsibility of the Commission-approved teacher preparation program offered at the regionally accredited IHE to enroll the candidate in the program and to recommend a resident for the preliminary teaching credential once all requirements have been met.
3. Grantee LEAs or consortiums agree to prepare residents to teach and eventually be hired in a school within the jurisdiction of the grant recipient.
4. All residents agree in writing to serve in a school within the jurisdiction of the grant recipient that sponsored the candidate for a period of at least four school years beginning with the school year that begins after the candidate successfully completes the initial year of preparation and obtains a preliminary teaching credential. (Appendix A (j))
5. Each resident employed by the grantee LEA will receive mentoring and beginning teacher induction support following the completion of the initial credential program necessary to obtain a clear credential and ongoing professional development and networking opportunities during the candidate's first years of teaching at no cost to the candidate. (Appendix A (g)(3))
6. The LEA and IHE will cooperatively comply with annual reporting requests including but not limited to:
 - a. Teacher Residency Expansion Grant Program Annual Report– this template and the exact reporting areas are subject to change.

The Teacher Residency Expansion Grant Program Projections Report- this template and the exact reporting areas are subject to change.

- b. Results from candidate and program graduate surveys of the quality of preparation they received.
- c. Best practices found to be effective in implementing the program.
- d. Factors promoting or hindering program implementation.
- e. Lessons learned in order to inform future investments in this type of program.

Administrative Approval from both the Superintendent or Authorized Administrator of the Applicant Local education agency (LEA) and the Authorized Administrator of the Applicant IHE Partner:

<p>By signing below, I affirm that:</p> <ol style="list-style-type: none"> 1. I have thoroughly read all portions of this application including the assurance statements included on this form. 2. All statements and data contained in this application are accurate. 3. If awarded a Teacher Residency Expansion Grant, the LEA agrees to participation in the activities described as well as the timelines and budgets included in the responses to criterion 1-10 in Section II of this application. 	
Name of Signatory:	Dr. Kyla Johnson-Trammell
Title of Signatory:	Superintendent
LEA Signatory Represents:	Oakland Unified School District
Signature: <i>Electronic signatures are acceptable</i>	
Date:	Friday, April 15, 2022

Administrative Approval from an Authorized Administrator of the Applicant's IHE Partner(s)

<p>By signing below, I affirm that:</p> <ol style="list-style-type: none"> 1. I have thoroughly read all portions of this application including the assurance statements included on this form. 2. All statements and data contained in this application are accurate. 3. If awarded a Teacher Residency Expansion Grant, the IHE agrees to participation in the activities described as well as the timelines and budgets included in the responses to criterion 1-10 in Section II of this application. 	
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Name of Signatory:	Dr. Ernest Black
Title of Signatory:	Systemwide Director
IHE Signatory Represents:	CalStateTEACH
Signature: <i>Electronic signatures are acceptable</i>	<i>Ernest Black</i>
Date:	Friday, April 15, 2022

Section 1: Overview of the Current Operational Teacher Residency Partnership between the Applicant LEA and the Collaborating IHE(s)

OUSD and CalStateTEACH have been in partnership for more than a decade, mutually supporting teacher candidates on the multiple subjects pathway. Like OUSD, CalStateTEACH currently has a widely diverse student population and continues to strive for similarly diverse representation in its staffing. With approximately one-third of its faculty hailing from historically marginalized groups, CalStateTEACH is poised to provide exceedingly culturally responsive academic and social emotional support to its candidates. As the credentialing partner for this expansion teacher residency, CalStateTEACH provides support for completion of credentialing requirements and practicum supervision. Candidates in the expanded teacher residency program are guided through a full academic year of rigorous training alongside a strong in-service teacher. In addition, CalStateTEACH boasts the faculty support of several committed, Black male educators, who layer in academic assistance and direct mentorship to candidates, essential to aiding affinity-based support to Black male credential candidates.

This three-way expansion partnership between Oakland Unified, Cal State Teach, and Urban Ed Academy provides a vehicle for the identification and recruitment of Black male educators, provides high-quality content for teacher preparation, ample practicum in a skilled mentor teacher's classroom within a supportive school environment, and most importantly, provides financial support for living expenses that may make it a more sustainable pathway for candidates. In addition, we have taken into consideration the intangible supports which are crucial to development and retention for educators of color, such as affinity mentor and peer support, credentials counseling, and advocacy and support for the employment process (e.g., mock interviews, resume reviews, connecting with hiring managers) (Bristol, et al., 2020).

The partnership represented in this expansion grant proposal reflects critical components of high quality residency programming, including mission and vision alignment, creating coherence to support mentor professional development in racial affinity space, contextually specific coursework aligned with the California Standards for the Teaching Profession, as well as alignment with Oakland's Effective Teaching Framework and high quality induction program. In an effort to create long term program sustainability, we are including in our collaboration our labor partners in addition to community stakeholders such as our Black Reparations taskforce.

Our mission across organizations is aligned. Developing a diverse and stable workforce is one of the four pillars of OUSD's Strategic Plan, a welcome initiative to help mitigate the nationwide teacher shortage. The mission of CalStateTEACH is to empower and equip teacher candidates to support diverse learners for California's future. Urban Ed Academy (UEA) is a San Francisco Black-led nonprofit with the mission of building equity in education through representative leadership in and around schools. We align in our support for the development of Black male educators to support all of Oakland's students and families, as well as our belief and work to build a high quality, aligned year long teacher preparation pathway through the Oakland Teacher Residency program. We have worked to align our programming across entities to ensure candidates will be supported through a full year of clinical practice before entering the teacher workforce as prepared, day one teachers.

Candidates entering through this pathway will be folded into the Oakland Teacher Residency (OTR), which to date has supported 48 candidates in STEM and Special Education since its inception in 2019. The OTR has an established infrastructure for mentor identification and professional development; the mentor matching process; test preparation support; credentials

counseling; and job placement support, which includes mock interviews, resume reviews, and introductions to site hiring committees. Aside from base funding support through this grant, candidates on this pathway may receive additional funding through the classified grant program, which OUSD hopes to renew this spring.

This residency expansion partnership builds on existing efforts between Urban Ed Academy and OUSD for four existing teacher fellows under the Man The Bay program. Starting in August 2021, four fellows were placed at the following OUSD elementary schools: 1) Carl Munk ES (due to close at the end of 22-23); 2) RISE Prep/Highland ES; and 3) Peralta ES. All four fellows are on track for acceptance into CalStateTEACH and will begin work as teaching interns following their residency year as part of our pilot partnership.

The three entities are aligned in the mission and commitment to increase the diversity of the educator workforce, and each plays a crucial role in this pathway collaboration. Urban Ed Academy (UEA) has a mission to place one Black male teacher in every elementary school in Oakland and San Francisco. Under its Man the Bay fellowship, UEA provides three verticals of support to in-migrate more Black male candidates into the profession: educational community development, “zero-to-credential” support for HBCU graduates, and affordable housing provisions for four years of the fellowship. UEA provides targeted HBCU recruitment, relocation, and housing assistance to bridge new Black male candidates to the Bay Area. UEA will partner with members of OUSD’s Recruitment and Retention team in order to determine a flow of support and onramp conversations to aid aspiring Black male educators in learning about the residency opportunity and navigating the interest and application process across OUSD, CST and UEA.

The mutual aims of the partnership are reflected in the co-created resident and mentor profiles aimed to maximize the likelihood of each candidate successfully completing the program. Metrics take into account candidates’ capacity to lead as the sole teacher of record; attitude and stance toward teaching elementary students as male teachers; the motivations for becoming educators; among others. Mentors who play a significant role in residents’ development are thoughtfully vetted through observation, principal recommendation, and positive evaluations on the Oakland Effective Teaching Framework (aligned with state standards), as well as years of experience and critical awareness of the need for Black male educators and the common barriers faced by teachers of color. Professional development for mentors will be enhanced to deepen mentor capacity to support Black male teachers specifically in racial affinity space.

Finally, we are committed to ensuring employment for all educators training through the Oakland Teacher Residency. Given the retention issues we face annually, due in part to the high cost of living in the bay area, we consistently hire 400+ educators, including at least 200 Multiple Subjects candidates. This residency expansion will be a welcome support for our work to staff classrooms with high quality, diverse educators who are well trained for their roles.

Section 2. Describe the Local Need for Special Education, STEM, Computer Science, TK, Kindergarten, and/or Bilingual Education Teachers OR to Diversify the Teacher Workforce of the LEA(s) to Match the LEA(s) Community’s Diversity (10 points)

Teacher turnover, particularly for teachers of color, is endemic to large urban districts like OUSD. High-quality teacher preparation and support are key factors that have been shown to mitigate turnover rates for teachers of color, and residency programs provide the type of

wrap-around support that position new educators to be better prepared to engage with the challenges of teaching and stay long enough to possibly become leaders in the district later in their careers (Carver-Thomas, 2018). Unfortunately, many teachers of color are unable to access high quality teacher preparation programs that offer unpaid practicum under the tutelage of a mentor teacher.

Due to the chronic stress of teaching through the pandemic, and the acute stress on Black and Brown educators, we are facing a wave of teacher resignations locally and nationally. In Oakland Unified, we already have 116 teaching vacancies, up from 40-60 in previous years at the same time. Close to 18% of our current resignations are Black educators. Despite the difficulty and challenge of recruiting during this time, it has never been more critical that our students are served by educators who represent their diverse needs and backgrounds.

Over the last several years, Oakland Unified has worked diligently to develop and strengthen pathways for diverse, representative educators for Oakland's students. Through investments from the state in Special Education workforce development via the Local Solutions grant, the Classified to Teacher grant program, Oakland Teacher Residency for Special Education and STEM, and private investments in a middle school career lattice development program funded by Salesforce, we are making strides in recruiting and retaining diverse educators. In addition to these investments, we have continued strengthening our After School to Teacher pathway and developed affinity based support for Latinx educators through our Maestr@s program. Across our pathway programs, our retention rate is close to 90%. Several years ago, we also piloted affinity based professional development for novice educators of color through the Haas Foundation and UC Berkeley. These programs lay the groundwork for building an affinity based residency program with a specific focus on the development of African American male educators.

African American male students represent 11.1 percent of our student population in Oakland Unified, while 6.1% of our teaching population identifies as a Black male. Fifty-one percent of our Black male teaching population is not yet permanent, or tenured, and just 25 percent of our Black male educators (36 people) are serving in elementary schools, mostly in Special Education and Manhood Development programs. Of our Black male educators districtwide, 38 percent are serving on less than a Preliminary credential. This data represents a critical need to increase the number of permanent, credentialed and tenured Black male educators in general education Multiple Subjects settings for our students, their families, and our community.

Through this collaboration, the aim is to serve eight Fellows each year of the program, for a total of 40 Resident Fellows graduating with the Multiple Subjects credential from 2022 through 2027. Through a preliminary assessment of OUSD schools, we identified sites with strong leadership by African American site administrators who understand the need for a diverse teacher force and the impact that can have on student outcomes. We also identified the number of potential affinity based matches based on teacher ethnicity, credential type, teacher permanency and credential status. These sites serve predominantly low-income Black and Brown students and aim to provide the highest quality education for their students. By placing a minimum of two candidates per site, we aim to promote a culture of affinity based, anti-racist deep teacher learning and support at these "hub sites." These sites are committed to supporting Black male teaching candidates on the path to a Preliminary credential while benefiting from a built-in pathway for Black male educators. These sites currently include: 1) Piedmont Ave Elementary School, 2) Allendale; 3) Burckhalter; and 4) Martin Luther King, Jr. Elementary School. While

these sites are exemplary for an initiative such as this, the OUSD Recruitment and Retention team supports 48 elementary schools and hires an average of 400 teachers yearly, and are positioned to ensure support for employment for residents at sites throughout the District.

Section 3. The Expanded Teacher Residency Program to be Implemented

Through this collaboration, the aim is to serve eight Fellows each year of the program, for a total of 32 Resident Fellows graduating with the Multiple Subjects credential from 2022 through 2026. Under its Man the Bay initiative, Urban Ed Academy has developed a robust partnership network of over 25 Historically Black Colleges and Universities from which to recruit Black male college graduates to relocate to the Bay Area and train to become elementary school teachers. The organization makes fall and spring semester visits to schools within the partnership network to establish rapport and connection with prospects as well as administrators and professors who can make direct referrals to the initiative. In 2021, UEA generated over 300 leads for completed applications to its program. In exchange for a four year commitment to teaching, UEA offers residents comprehensive cost coverage of relocation to the Bay Area, all credential-related fees, and comfortable housing provisions for four years.

UEA's approach to recruitment and engagement includes building out three points of entry at each HBCU: traditional career services contacts; one non-education school professor as champion and host; and direct student leadership engagement through athletics and Greek-letter organizations. Where possible, UEA also establishes contact with the offices of the university president and provosts to help push conversations within the three points of entry further.

UEA's recruitment efforts are part of a larger strategy to establish pathways for Black male teaching candidates in Northern California in partnership with Kingmakers of Oakland. The organizations are in conversations with community colleges and California State University campuses in the Bay Area to set up a 2-year onramp for interested Black male college students to begin work during their junior or senior year to defray the cost and time needed post-graduation to matriculate into a credentialing program successfully. UEA brings both the existing HBCU pipeline and the future local recruitment pipeline to the collaborative table with OUSD and CalStateTEACH.

After the recruitment and selection process by UEA, candidates are supported to apply to the Oakland Teacher Residency and CalStateTEACH. Upon successful completion, candidates are invited before the start of the school year to an orientation led by representatives of UEA, CalStateTEACH and OUSD. The orientation would be an opportunity to meet mentors, to understand pathway milestone requirements, and the tangible and intangible supports available to them regarding various aspects of the program (credentialing, social-emotional, housing, employment, professional development, and so on), as the launch to residents' full participation in the program.

The current residency program in OUSD focuses on recruiting candidates in the hard-to-staff fields of STEM and Special Education in partnership with other credentialing institutions. This expansion grant would support the evolution of the partnership between OUSD, UEA and CST while maintaining its focus in providing opportunities for candidates looking to

earn and teach in a single subject Science, Math or Ed Specialist setting to include the Multiple Subjects credential area, specifically for Black male candidates. For 2022-23, this would effectively double the number of UEA residents in OUSD receiving support through the credentialing process. CST will continue preparing OUSD teacher candidates earning Multiple Subject credentials with bilingual authorizations, but the residency will allow for more concentrated effort of guiding Black male identifying candidates through the process. CST's Association for Advancing Quality in Educator Preparation (AAQEP) association and CTC accreditation ensures that our teacher residents will be receiving high-quality teacher preparation. This high quality preparation will ensure that UEA's fellows can matriculate into a credential program during the first year of their fellowship and focus efforts on the social emotional support that UEA is able to provide their residents.

The expansion of the current residency program to serve Black male candidates in obtaining a Multiple Subjects credential is a natural and necessary next step in augmenting existing efforts and pathway programs underway in OUSD. This year OUSD hired two Coordinators of Diversity and Inclusion focusing on broad efforts to increase the number of Black and Brown educators in the district to support Black and Brown excellence as part of its Strategic Plan. While multiple teacher pathways have been established, this grant allows for the specific recruitment and retention of Black male candidates who can be held within a network of institutional support to ensure successful credential completion and robust teacher preparation to optimize teacher retention. Furthermore, the grant allows OUSD to broaden its recruitment outreach nationwide to include HBCUs.

Currently there are 20 mentors working in the existing Oakland Teacher residency program. Eight additional mentors would be needed to support this expansion. These mentors will be recruited with a focus on those that would match the residents demographics, beginning with high quality Black male identifying elementary school teachers with the capacity to take on a mentee.

OUSD has a strong mentor program that is continuously being developed to support the identification and training of experienced teachers for leadership opportunities and continued growth. Understanding that the best chance for the teacher residents to succeed is for them to be matched demographically, Black Male identifying elementary teachers will be prioritized as mentors. Due to the constraints regarding the number of qualified Black Male identifying elementary teacher mentor candidates in the district (approximately 20) and resident site locations, Black female mentors may be considered as well.

OUSD, UEA, and CST will collaborate in a mentor selection process that fits the shared vision for resident support. This mentor selection process begins with the identified clear-credentialed teachers who receive positive principal recommendations, supported by evaluations based on the Oakland Effective Teacher Framework, a consideration of the teachers' seniority, and concluding with an interview identifying the teachers' critical anti-racist stance and capacity to mentor Black Male identifying elementary school teachers. We will share an interest form with all potential mentor candidates to ensure equity in the recruitment and

selection process. Some questions we will ask on the initial interest survey include: What might you focus on as you support the development of Black male elementary school educators? What constitutes anti-racist teaching? How are you as an educator working toward racial justice in your school setting?

The training of mentors will be done through ongoing programs that exist in OUSD and CST. In OUSD the New Teacher Support and Development team provides training in high quality, equity-based mentor practices at varying levels of experience, offered throughout the year. Additionally, mentors will receive complementary training through CST that has been designed to specifically deepen affinity based mentorship practices. Earlier in 2022, OUSD and CST received a CTC capacity grant to co-design professional development for mentor teachers to support Black male teachers specifically. While the partnership continues to finalize specific selection criteria for mentor teacher participation, vetting considerations include direct classroom observations, positive principal recommendations, positive evaluations based on OETF, and seniority. In order to account for racial equity values alignment, candidates will be required to submit a questionnaire about their interest in the program and their disposition on statistics from the recent Johns Hopkins study on the impact Black male teachers have on same-race matched students and students of all backgrounds.

Consistency will be ensured across school sites and administration through program management. Monthly meetings between OUSD, CST and UEA will ensure information is being properly disseminated between all site leaders, residents and mentors. Although school sites have cultures of their own, the training mentors receive and the affinity spaces organized for residents will be spaces for each group to share experiences and lift up any successes or challenges that can be implemented or resolved through collaboration of all parties. Additionally, OUSD currently hosts monthly professional development for Teacher Residents across programs. Integrating residents from this program into those meetings will be another opportunity to establish consistency.

This collaborative effort will involve two major modifications to the current teacher residency programming embedded within OTR: (1) resident recruitment efforts supplied by Urban Ed Academy as part of their pre-residency work; and (2) co-designed teacher mentor curriculum installed for OUSD mentors, with a focus on new Black male educator support.

Recruitment through the UEA broadens the pool of potential candidates participating in the residency. Through Grow Our Own programs, OUSD is able to do a lot of recruitment of local candidates interested in becoming credentialed teachers in the district. With UEA having three entry points at 25 HBCUs the prospective candidates for Black Male Elementary teachers grows exponentially. The offerings provided by UEA including housing, enculturation, and mental health services provide unique support to the residents that OUSD is not able to provide independently. Given the challenges with resident retention, an additional close focus on the health, well-being, and long term investment in our teacher residents will yield higher levels of retention.

OUSD currently provides mentor training for teacher mentors at varying levels of experience. This partnership tailors the learning to the mentors’ needs in supporting their mentees. Co-designing the mentor curriculum with CST will further tailor the offerings to specifically meet the needs of Black male identifying educators. This will allow OUSD to continue to make progress in the goal of increasing retention of Black staff through well designed mentor teacher training and affinity based support.

Section 4: Key Program Personnel and Shared Program Governance

The leaders responsible for program management across the three entities are identified in the charts below:

Oakland Unified Staffing	Roles & Responsibilities
Sarah Glasband 0.2 FTE Director of Talent Development, Recruitment and Retention	Lead agency, overall management of the Teacher Residency Expansion Grant, support with oversight, management, and reporting for the grant. Responsible for budget management, monitoring and operations. Responsible for ensuring that the Teacher Residency Expansion Grant functions as a consistently shared responsibility between the LEA, CalStateTEACH, and Urban Ed Academy.
Tien Truong, 0.05FTE Financial Accountant	Responsible for Fiscal Management, Oversight, and Partnership for the expansion grant.
Soo Hyun Han-Harris, 0.5 FTE Coordination of Retention & Employment	Provide project management and coordination of Oakland Teacher Residency program and partnerships. Responsible for collaborating across partners on resident mentor recruitment, engagement, and selection.
Jarrett Austin-Thomas, 0.2 FTE Coordinator of Diversity and Inclusion	Serves as Coordinator of Diversity and Inclusion, with a specific focus on the development of Black educators in Oakland. Will collaborate to determine best practices for affinity based mentorship and cohort development in partnership with CST and UEA. Responsible for supporting the resident experience and learning cycles.
Lisa Rothbard, 0.1 FTE Director of New Teacher Support and Development	Manages mentor development and induction program development for Oakland Unified for novice educators. Will support high quality induction for resident graduates.

Mark Davenport, 0.1 FTE Talent Development Associate	Supports recruitment in partnership with Urban Ed Academy on behalf of Oakland Unified. Responsible for collaborating on resident recruitment and selection.
Mentor Teachers	Support teacher development through modeling, coaching, and providing opportunities for gradually-increasing responsibility within Mentor’s classroom.
Principals of residents’ sites	Support teacher development through the support and inclusion of residents in school-wide events relevant to teaching staff, and provide input to strengthen “hub site” development.
Oakland Education Association Representatives	Provide collaboration, partnership, and design support for the building and maintenance phases of the Man the Bay program.
Representatives from the Oakland Unified Black Thriving Taskforce	Support with design, recruitment, mentor professional development, and ongoing progress monitoring and troubleshooting.

CalStateTEACH Staffing	Roles & Responsibilities
Dr. Ernest Black 0.2 FTE Systemwide Director	Responsible for ensuring that the Teacher Residency Expansion Grant functions as a consistently shared responsibility between the LEA, CalStateTEACH, and Urban Ed Academy.
Dr. Kirk Kirkwood 0.5 FTE Faculty Advisor	Mentor support, instructing, registration troubleshooting, and facilitation of learning through instruction.
Dr. Ed Rice 0.1 FTE Faculty Advisor	Mentor support, Male Education Network coordinator, candidate support with registration, and facilitation of learning through instruction
Dr. David Sandles 0.2 FTE Interim Regional Director	Mentor support for each candidate, registration, enrollment, and general student affairs issues, retention support through Male Education Network, and facilitation of learning through instruction
Dr. Taquan Stewart 0.2 FTE Faculty Advisor	Mentor support, instructing, registration troubleshooting, and facilitation of learning through instruction.

Dr. Darren Early 0.2 FTE Faculty Advisor	Program Implementation, Leadership and Guidance
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Urban Ed Academy Staffing	Roles and Responsibilities
Daniel Rumley, 0.2 FTE Chief Partnerships Officer	Manager of resident recruitment; lead contact with a network of Historically Black Colleges and Universities. Team lead for candidate vetting and selection.
Nicholas Banks, 0.2 FTE Fellowship Director	Manager of cohort development activities—personal, professional, and educational development. Lead liaison between CalStateTEACH and Urban Ed Academy. Accountability for mentor teachers.
Rachel Roberts, 0.2 FTE Director of Operations and Human Resources	Operational and administrative support for resident relocation efforts, including transportation, housing, and allocation of additional living stipends.
Randal Seriguchi, Jr., 0.2 FTE Executive Director	Responsible for ensuring that the Teacher Residency Expansion Grant functions as a consistently shared responsibility between the LEA, CalStateTEACH, and Urban Ed Academy. Partnership management and coordination. Supplemental fundraising efforts for financial sustainability of partnership activities.

Key staff across Cal State Teach, Oakland Unified and Urban Ed Academy will collaborate regularly in order to ensure a strong, well organized and robust residency program. This teacher residency partnership will be governed by a Memorandum Of Understanding we are working to establish among the Oakland Unified School District, CalStateTeach and the Urban Education Association. As the lead LEA, OUSD staff Sarah Glasband will support the coordination of the financial, planning, and programmatic design of the Oakland Teacher Residency in partnership with Kirk Kirkwood, David Sandles, Ed Rice and Taquan Stewart of CalStateTeach, and Daniel Rumley, Nicholas Banks, Rachel Roberts and Randal Seriguchi of the Urban Ed Academy.

OUSD will be the lead agency responsible for the oversight, management, and reporting for the expansion grant, with support from partnering programs. Additionally, OUSD will be providing ongoing project management through the existing Oakland Teacher Residency structure, identification of mentors and sites for practicum, and providing foundational mentor training through the New Teacher Support team in partnership with CalStateTEACH. Urban Ed

Academy will be responsible for supporting recruitment, selection, and development of cohort activities including professional development for candidates.

Professional development for mentors will be jointly provided by the three partners. In addition, CalStateTEACH will be supporting mentors and mentor development, including providing additional differentiated support for affinity mentorship practice. To ensure ongoing shared responsibility for the success of the program, all parties will meet weekly to launch, then shift to bi-weekly meetings for ongoing coordination and troubleshooting.

Section 5. Sustainability

As we complete year three of our Oakland Teacher Residency program for Special Education and STEM in partnership with Alder GSE and Trellis Education, we are working toward program sustainability for our teacher diversity collaboration. Utilizing best practices from Bank Street and the Learning Policy Institute, OUSD is considering creative strategies to offset the resident stipend through employing residents as substitute teachers, classified staff, and in after school programs and other community-based organizations. The partnership will also engage in the Local Control Accountability Plan development process between March and June of the school year, seeking to leverage impact data available amongst the partners and advocating for budgetary shifts to support line items associated with this grant. The team will focus LCAP advocacy efforts with the OUSD school board and will take advantage of analytical work covered to replicate efforts with Alameda County Office of Education and the California Department of Education.

The collaborative sees program sustainability in two major buckets: financial resource considerations and human resource considerations. Using Bank Street's P-12 Residency Funding tool as a guide, we plan to account for projections of reallocated roles, budget shifts, and savings from reduced turnover as best as possible as part of the calculus for furthering residency work beyond the 40 Black male residents brought on through the collaborative. We believe that this effort has to be a shared responsibility across the major public stakeholders impacted by new Black male teachers in Oakland: OUSD, the City of Oakland, Alameda County, and the State of California. This extension of residency programming to a specific profile of teacher resident relies on inputs across multiple categories: education, workforce development, community development, and housing. Outside of OUSD, the other local and state levels of government have budgetary priorities that align with the goals of the partnership covered under this grant. The four-year window of this collaboration will be used to identify champions, analyze impact data, and advocate for multi-year budgetary inclusion at each level.

Another opportunity for creating a sustainable source of funding for the years beyond this grant would be to build a network of district revenue streams leveraging the co-designed teacher mentor curriculum and professional development as a resource. Tara Gard, the Chief Talent Officer, Dr. Sondra Aguilera, our Chief Academic Officer, and Jenine Lindsey, our Executive Director of Labor Relations are all key senior leaders who will collaborate with Human Resources leaders, Sarah Glasband, Soo Hyun Han-Harris, and Jarrett Austin-Thomas, to

develop a plan for program sustainability when the grant funding sunsets in collaboration with stakeholders in the community, such as our labor partners.

Section 6: Data Collection, Evaluation Reporting, Assurances, and Partnership Agreements

The OTR leadership at Oakland Unified is responsible to collect, analyze, monitor, and provide all required reporting data in a timely way to the grantor and any third party program evaluation partner, such as WestEd. We have an ongoing data monitoring system for our current residency programs that we will expand to include the Urban Ed Academy/CalStateTEACH expansion program. We also partner closely with our Human Capital Data Analytics lead to track and monitor all data from the beginning of pathway participant's time in Oakland Unified to support monitoring and data collection across all stages of educators' career development and trajectory, from initial onboarding through each subsequent transition.

Additionally, to continue to monitor our progress in an ongoing way, OTR is a National Council on Teacher Residencies (NCTR) program/partner and as a result we received continuous program monitoring and feedback. Additionally, we also are supported through the technical assistance of the CA Residency Lab, and we are continuously monitoring our program goals through feedback from residents, mentors, and IHE partners. Our partners ensure that we have technical assistance support to ensure regular collection of formative and outcome data and analysis. We will collaborate with our technical assistance providers (CA Lab, NCTR, WestEd) to examine the intervals and data collection milestones across partners to inform our program development.

Program goals include mentor engagement and data collection, formative feedback and data collection from residents, site administrators, coaches from Urban Ed Academy, and feedback and survey data collection from Faculty Advisors from CST. We will make a plan to collect and analyze this data at regular intervals, studying what is needed from data partners, such as WestEd and NCTR, and where we may want to add markers for additional data collection so there is no redundancy. Through the investment of this expansion grant, we are working across partners to develop a structure for ongoing qualitative and quantitative feedback with Urban Ed Academy.

Section 7: Budgets and Budget Narratives for Each Program Year, including Matching Funds

Mentor Teacher Professional Development/ Training Mentor Teacher Stipend

Grant funding will be used for the mentor stipend to compensate mentors for their time preparing for and meeting with teacher residents, observing teacher practice, and providing feedback. These funds will also be used for 10 hours of professional development of OUSD Teacher mentors through CST.

Salary/Stipend for Residents

Funding from the grant will pay Teacher Resident stipends of \$15,000 and benefits over the course of 10 months for their work as apprentices.

Examination fees for Residents to Earn a Preliminary Credential

A total of \$750 in grant funding will be available for each teacher resident in need of support to satisfy licensure exams such as: CBEST, CSET, EdTPA/calTPA, and RICA. Through OUSD in kind support teacher residents will have access to online and in person test preparation.

IHE Faculty Stipends

This grant will support additional work from our IHE partners at CalStateTEACH. We will utilize a small portion of the per resident funding to support the additional investment over and above the position of the CalStateTEACH IHE faculty, including close mentorship of UEA fellows, program development, data collection and analysis, and partnership development.

Program Administration

OUSD requires a five percent administrative fee from grants received in order to effectively administer the grant.

Other (describe below)

Recruitment, Resident Support, and Mentor Professional Development

Our partners at the Urban Ed Academy will be responsible for recruitment, selection, and support of residents as well as collaboration across partners for mentor professional development focused on the specific needs of Black Male elementary school educators and mentorship in affinity spaces.

Appendix G, Part I: Teacher Residency Expansion Grant Budget Overview Forms

Grant Funds

	Grant Funds Requested Per Resident	Targeted # of Residents to Receive this Support Annually	Total Grant Funds Requested
Mentor Teacher Professional Development/ Training Mentor Teacher Stipend (this may include housing stipends)	\$3,000 for Mentors	8	\$24,000 for mentor stipends
Mentor Teacher Release Time			
Teacher Preparation Costs (Tuition, Fees, Books, etc.)			

Salary/Stipend for Residents (this may include housing stipends)	\$16,250	8	\$130,000
IHE Faculty Stipends	\$1250	8	\$10,000
IHE Faculty Release Time			
Examination fees for Residents to Earn a Preliminary Credential (TPA, RICA, CSET, etc.)	\$750	8	\$6000
Induction Support for Residents who Complete the Program Residency program staff costs			
Program Administration (five percent (5%) cap on grant funds used for this purpose; no limit on matching funds used for this purpose)	\$1,250	8	10,000
Other (describe below) Recruitment, Resident Support, and Mentor PD	\$2,500	8	20,000
	\$25,000	8	\$200,000

Appendix G, Part II: Teacher Residency Expansion Grant Budget Overview Form

Matching Funds

Program Component	Actual Matching Funds Amount	In-Kind Matching Funds Amount	Total Matching Funds
Mentor Teacher Professional Development/Training		\$30,000 (UEA) \$24,000 (OUSD) \$25,000 (CST)	\$79,000
Mentor Teacher Stipends			

Mentor Teacher Release Time			
Teacher Preparation Costs (Tuition, Fees, Books, etc.)	\$4,000 (OUSD)		\$4,000
Salary/Stipend for Residents	\$12,800 (OUSD) Benefits overhead costs per resident		\$12,800 (OUSD)
IHE Faculty Stipends			
IHE Faculty Release Time			
Examination fees for Residents to Earn a Preliminary Credential (TPA, RICA, CSET, etc.)			
Induction Support for Residents who complete the program	\$14,000 (OUSD)	\$60,000 (OUSD)	\$74,000
Residency Program Staff costs		\$180,000 (OUSD) \$85,000 (CST)	\$265,000
Program Administration			
Other (describe below) Recruitment, Resident, and Mentor Support		\$80,000 (UEA)	\$80,000
Other (describe below) Consultants/Technical Support Provider	\$25,000 (OUSD contribution to technical assistance providers)		\$25,000
GRAND TOTALS	\$55,800 (OUSD)	\$484,000 (ALL) \$264,000 (OUSD)	\$539,800

Section 8: Appendix H, Statutory Priority Points

Authorizing statute states that priority consideration will be given to grant applicants who demonstrate a commitment to increasing diversity in the teaching workforce, have a higher percentage than other applicants of unduplicated pupils, as defined in Section 42238.02, and have one or more schools that exhibit one or both of the characteristics listed below.

Directions: Indicate if the applicant LEA or consortium qualifies for any of the following statutory priority points:

1. Applicant LEA or consortium has a commitment to increasing diversity in the teaching workforce.

Yes

If “Yes,” provide a link to published statements or policies reflecting the commitment to diversity and/or for addressing demographic gaps between students and teachers.

Citation from Black Reparations Resolution: BE IT FURTHER RESOLVED, the Board directs the Superintendent to include in the 2021-2023 Strategic Plan the creation of a recruitment and retention plan for Black teachers and Black school leaders that meaningfully develops their capacity through implementation of competitive salaries and benefits, professional training, coaching and mentorship, and opportunities for growth.

The Oakland Unified School Board also adopted Board Policy 5032, which makes a firm commitment to equity in Oakland Unified, including for marginalized staff and students.

2. Applicant LEA or consortium has one or more schools where fifty percent (50%) or more of the enrolled pupils are eligible for free and reduced-price meals.

Yes

If “Yes,” provide the name(s), location(s), and CD/CDS code(s) of the qualifying school(s).

Name	% FRL	Location	CDS Code
Martin Luther King Jr. Elementary School	94.6%	960 Tenth St. Oakland 94607-3106	01 61259 6072235
Burckhalter Elementary School	83.1%	3994 Burckhalter Ave. Oakland 94605-2616	01 61259 6001689
Allendale Elementary School	81.3%	3670 Penniman Ave. Oakland 94619-1116	01 61259 6001630

Piedmont Ave Academy	72.6%	4314 Piedmont Ave. Oakland 94611-4716	01 61259 6002117
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3. Applicant LEA or consortium has a school that is located in either a rural location or a densely populated region.

Yes

If “Yes,” provide the name(s), location(s), and CD/CDS code(s) of the qualifying school(s).

Name	Location	CDS Code
Martin Luther King Jr. Elementary School	960 Tenth St. Oakland 94607-3106	01 61259 6072235
Burckhalter Elementary School	3994 Burckhalter Ave. Oakland 94605-2616	01 61259 6001689
Allendale Elementary School	3670 Penniman Ave. Oakland 94619-1116	01 61259 6001630
Piedmont Ave Academy	4314 Piedmont Ave. Oakland 94611-4716	01 61259 6002117

4. Applicant LEA or consortium has a higher percentage than other applicants of unduplicated pupils as defined in Section 42238.02.

Indicate the percentage of unduplicated pupils in the applicant LEA or consortium.

The percentage of unduplicated pupils in Oakland Unified School District is 76.5%.



LOS ANGELES REGIONAL CENTER

www.calstateteach.net

April 11, 2022

To Whom it May Concern:

With the overall goal of establishing a viable pipeline of Black male teacher candidates, CalStateTEACH eagerly collaborates with Oakland Unified School District (OUSD) and Urban Ed Academy (UEA) to bring about substantive change and develop a viable, potentially transformative pipeline of educators. Please see our responses below to each strand of the IHE partnership expectations:

a) Description of shared recruitment efforts so that resident applicants understand and agree to all elements of the teacher residency program

Each of the three partners OUSD, CST, and UEA will fulfill varying aspects of the partnership. The primary recruitment responsibility will be filled by UEA representatives, who will travel to Historically Black Colleges and Universities (HBCU) to present the residency offering to prospective candidates. UEA will detail the responsibilities of prospective candidates and outline the program expectations in accordance with its policies. UEA also conducts virtual follow-up sessions with prospective candidates to provide additional points of clarification as needed. In addition, the other partners will provide candidate orientation support.

OUSD will also situate prospective candidates in its district and the overall partnership by providing orientation sessions that enumerate the human resources available to candidates, discussing and distributing the district handbook, and providing additional support and responsibilities needed for success in OUSD.

Similarly, CST will provide support for the recruitment and orientation efforts of prospective candidates with early explanation of program expectations, principally found in our program

handbook, and work with candidates to understand the coursework completion requirements, the Clinical Experience (CE) hours, and the grade point average requirement to maintain good standing in our program.

Additionally, all partners collaborate to ensure the initial application reflects the needs of all stakeholders and that it potentially yields responses that reveal strong candidate interest in transforming the lives of students.

b) The name of the commission-approved credential program(s) included in the teacher residency program.

CalStateTEACH

CalStateTEACH is the CSU's system-wide online Multiple Subject Program and one of 23 California Commission on Teacher Credentialing approved teacher preparation programs in the CSU System.

c) The plan for how the IHE will group teacher candidates in cohorts to facilitate professional collaboration among residents.

CST will follow the framework of the existing partnership with OUSD. Currently, candidates are grouped with others admitted during their admission year and the cohort jointly proceeds through coursework and clinical experiences at the same pace. Candidates meet faculty on a weekly basis to dissect course content, discuss CE experiences, and think through problems of practice that surface in the intervening week.

Candidates will also be included in the Center for Reaching and Teaching the Whole Child (CRTWC) work as a pilot group. The CRTWC group features explicit work on social-emotional cultural learning competencies and seeks to imbue candidates with a whole-child orientation to teaching students. This work includes Saturday seminars and a book club discussion series.

As an additional layer of professional collaboration, candidates will also have the opportunity to participate in the Male Education Network through CST. This network provides explicit support in nurturing male educators with best practices in classroom management techniques, problem-solving in the workplace/CE placement, communication styles with colleagues, and mental health practices, among other topics of interest.

d) The identification of IHE staff who are the main contacts and who will be responsible for assisting the LEA or consortium in the Teacher Residency Expansion Grant Program annual reporting.

Dr. Ernest Black, Systemwide Director, CalStateTEACH

Dr. David Sandles, Southern California Regional Director, CalStateTEACH

Ernest Black

Ernest Black, Ed.D.
Systemwide Director, CalStateTEACH

Dr. David Sandles

David Sandles, Ed.D.
Regional Director, CalStateTEACH

Gershenson, S., Hart, C.M.D., Lindsay, C.A., Papageorge, N.W. (2017). The long-run impacts of same-race teachers (IZA Discussion Papers, No. 10630). Bonn: Institute of Labor Economics (IZA).

Section 10: Appendix I, Grant Stewardship and Accreditation Status

Section I - Past Grant Stewardship

In the table below, list the names of all state-funded Commission-administered grants that have been awarded to the LEA, any LEA member listed in a consortium, and any of the IHE partners named in the application. Commission administered grants include: •

Teacher Residency Grant Program

LEA or IHE Name	Commission-Administered Grant Awarded	Academic Year of Grant Award
Oakland Unified School District	Classified School Employee Teacher Credentialing Program Grant Partner IHE: Cal State East Bay	2017-18
Oakland Unified School District	Local Solutions Grant Partner IHE: Loyola Marymount University	2018-19
Oakland Unified School District	Capacity Grant - Special Education M/M Teacher Residency Partner IHE: Loyola Marymount University	2018-19
Oakland Unified School District	Expansion Grant - Trellis STEM Teacher Residency Partner IHE: CSU-East Bay, UC Berkeley	2018-19
Oakland Unified School District	Launch Grant - Special Education Teacher Residency Partner IHE: Loyola Marymount University	2018-19
Oakland Unified School District	Capacity Grant - Teacher Residency, Multiple Subjects, focused on Diversity & Representation of Black Male Educators	2021-22

	Partner IHE: Cal State TEACH	
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Section II – Accreditation Status

In the table below, enter the current accreditation status of each Commission-approved institution (LEA, IHE) - including induction programs - named in the application.

LEA or IHE Name	Commission-Approved Teacher Preparation Program	Accreditation Decision (awarded to the unit)	Date of Accreditation Report
CalStateTEACH Preparation Program	Preliminary Multiple Subject, with Intern Teacher Induction	Accreditation with 7th Year Report	10/20/2019
OUSD Induction Program	Teacher Induction	Accreditation	February 16, 2021



DATA SHARING AGREEMENT

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

To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If one or more such agreements exist at the time of execution of this AGREEMENT, the Parties shall identify it in **Exhibit A**.

The PARTIES hereby agree as follows:

1. **Purpose.** This AGREEMENT pertains only to OUSD’s transmission of data to RECIPIENT and RECIPIENT INDIVIDUALS, and RECIPIENT and RECIPIENT INDIVIDUALS’s protection of such data (“PURPOSE”).
 - a. The elements/categories of data to be transmitted shall be listed in **Exhibit A**. These data, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as “OUSD Data.”
 - b. The basis under state and federal law (e.g., the Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT shall be delineated in **Exhibit A**. The PARTIES acknowledge that OUSD limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement.
 - c. No OUSD Data whatsoever may be used for any purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**. If the TERM is longer than one calendar year and the OUSD Data transmitted is part of a research project approved by OUSD’s Department of Research, Assessment, and Data (“RAD”), RECIPIENT acknowledges that (i) it will need to obtain approval from RAD prior to extending the research project into the second and subsequent calendar years and (ii)

no OUSD Data will be shared during the second and subsequent calendar years unless and until this approval is obtained.

3. **Privacy Compliance.** RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
4. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to: (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian, or group for any commercial purpose unless authorized by a separate agreement with OUSD; or (d) use the OUSD Data for the development of commercial products or services.
5. **Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this AGREEMENT is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this AGREEMENT in the same manner as the original OUSD Data. The PARTIES agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
6. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent/guardian of an OUSD pupil or an eligible OUSD pupil may review OUSD Data in the pupil's records, correct erroneous information regarding the pupil, and transfer content generated by the pupil to a personal account. RECIPIENT shall respond in a timely manner to OUSD's request for OUSD Data in a pupil's records held by RECIPIENT to view or correct, as necessary.
7. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for OUSD data or other data provided by OUSD and held by RECIPIENT pursuant to this AGREEMENT, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. To the maximum extent permitted by law, RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
8. **Employee Obligation.** RECIPIENT shall require all RECIPIENT INDIVIDUALS who have access to OUSD Data to comply with all applicable provisions of this AGREEMENT with respect to the data shared under the AGREEMENT.

9. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this AGREEMENT or any other agreement identified in **Exhibit A**, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this AGREEMENT.
10. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce, or transmit any data obtained, except as necessary to fulfill the AGREEMENT.
11. **Disposition of Data.** RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include: (1) the shredding of any hard copies of any OUSD Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this AGREEMENT authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.
12. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
13. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide a notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. If, after RECIPIENT provides the initial notice under this Paragraph, RECIPIENT becomes aware of additional information related to such an event, RECIPIENT shall provide additional notifications to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. In provide notice to OUSD under this Paragraph, RECIPIENT shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
 - b. The security breach notification described above shall include, at a minimum, the following information:
 - i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

- ii. The date of the breach, the estimated date of the breach, the date range within which the breach occurred, or an estimate of how soon RECIPIENT will know this information.
 - iii. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - c. RECIPIENT agrees to adhere to all requirements in applicable state and federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
 - e. RECIPIENT is prohibited from directly contacting the parents/guardians of affected OUSD pupils or eligible OUSD pupils unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify affected such parents/guardians or OUSD pupils of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to provide such notifications.
- 14. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
- 15. **Certificates/Permits/Licenses/Registration.** RECIPIENT shall ensure that all RECIPIENT INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in order to perform its responsibilities under this AGREEMENT.
- 16. **Qualifications, Training, and Removal.**
 - a. RECIPIENT represents and warrants that RECIPIENT and all RECIPIENT INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform its responsibilities under this AGREEMENT in a professional manner, without the advice, control or supervision of OUSD. RECIPIENT will perform its responsibilities under this AGREEMENT 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. RECIPIENT represents and warrants that all RECIPIENT INDIVIDUALS are specially trained, experienced, competent and fully licensed to perform its responsibilities under 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. RECIPIENT agrees to immediately remove or cause the removal of any RECIPIENT INDIVIDUAL from using, reviewing, or otherwise accessing OUSD Data upon receiving notice from OUSD of such desire. OUSD is not required to provide RECIPIENT with a basis or explanation for the removal request.
17. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to RECIPIENT's performance under this AGREEMENT, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to RECIPIENT to suspend this AGREEMENT, in which case RECIPIENT shall cease using, reviewing, or otherwise accessing OUSD Data under this AGREEMENT until further notice from OUSD.
18. **Termination.**
- a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief 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. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - 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 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. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - 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 one or both PARTIES to perform their obligations under this AGREEMENT, OUSD may terminate this AGREEMENT upon seven (7) days prior

written notice to RECIPIENT. 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. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.

- d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
19. **Legal Notices.** 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.
20. **Conflict of Interest.**
- a. RECIPIENT and all RECIPIENT INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT 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. RECIPIENT affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between RECIPIENT's family, business, or financial interest and the PURPOSE under this AGREEMENT. In the event of any change in a private interest, 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, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, RECIPIENT agrees it shall immediately notify OUSD in writing.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** RECIPIENT certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this 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.
23. **Indemnification.**
- a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of RECIPIENT’s performance of this AGREEMENT. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to RECIPIENT arising out of the performance of this AGREEMENT. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT and RECIPIENT 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 RECIPIENT and RECIPIENT INDIVIDUALS at OUSD’s own expense, including attorneys’ fees and costs.
24. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this AGREEMENT. RECIPIENT shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all such books, records, and systems. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT’S normal business hours, unless RECIPIENT otherwise consents.
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, RECIPIENT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair

Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

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, RECIPIENTS, 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 RECIPIENT under this AGREEMENT shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
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.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
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. **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.
39. **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), RECIPIENT 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. RECIPIENT agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

40. **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, and no compensation shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

RECIPIENT

Name: Randal Seriguchi, Jr. Signature: 

Position: Executive Director Date: 8/31/23

OUSD

Name: Mike Hutchinson Signature: 


Position: _____ Date: 11/17/2023

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

Name: Kyla Johnson-Trammell Signature: 

Position: Superintendent Date: 11/17/2023

Approved as to form by OUSD Legal Counsel

Name: Roxanne De La Rocha Signature:  Date: 10/05/2023

**DATA SHARING AGREEMENT
EXHIBIT A**

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

RECIPIENT: Urban Ed Academy

OTHER AGREEMENTS BETWEEN THE PARTIES:

- _____
- _____
- _____

1. **Purpose.** The following elements, if checked, shall constitute the OUSD Data for purposes of this AGREEMENT:

Category	Elements	
<i>Application Technology Metadata</i>	IP addresses of users, use of cookies, etc.	<input checked="" type="checkbox"/>
<i>Application Use Statistics</i>	Metadata on user interaction with application	<input checked="" type="checkbox"/>
	SBAC results	<input checked="" type="checkbox"/>
	ELPAC results	<input checked="" type="checkbox"/>
	IAB Results	<input checked="" type="checkbox"/>
<i>Assessment</i>	Other assessment results (list below):	
	• _____	
	• _____	
	• _____	<input checked="" type="checkbox"/>
	• _____	
	• _____	
	• _____	
<i>Attendance</i>	Attendance rate	<input checked="" type="checkbox"/>
	Number of absences	<input checked="" type="checkbox"/>
<i>Communications</i>	Online communications that are captured (emails, blog entries, etc.)	<input checked="" type="checkbox"/>
<i>Conduct</i>	Number of suspensions	<input checked="" type="checkbox"/>

	Days suspended	<input checked="" type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Race/ethnicity	<input checked="" type="checkbox"/>
	Date of birth	<input checked="" type="checkbox"/>
<i>Demographics</i>	Special ed. flag	<input checked="" type="checkbox"/>
	Home language	<input checked="" type="checkbox"/>
	Language proficiency	<input checked="" type="checkbox"/>
	Birth country	<input checked="" type="checkbox"/>
<i>Enrollment</i>	School	<input checked="" type="checkbox"/>
	Grade level	<input checked="" type="checkbox"/>
<i>Parent/Guardian Contact Information</i>	Name	<input checked="" type="checkbox"/>
	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
<i>Schedule</i>	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
<i>Special Indicator</i>	English language learner	<input checked="" type="checkbox"/>
	Socio-economic disadvantaged (SED) status (Note: OUSD cannot share Free/Reduced Lunch status as a standalone data element)	<input checked="" type="checkbox"/>
	Newcomer	<input checked="" type="checkbox"/>
	Title 1 flag (schoolwide)	<input checked="" type="checkbox"/>
<i>Student Contact Information</i>	Name	<input checked="" type="checkbox"/>
	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>

	Phone	<input checked="" type="checkbox"/>
	Local student ID number	<input checked="" type="checkbox"/>
	Teacher ID number	<input checked="" type="checkbox"/>
	State student ID number	<input checked="" type="checkbox"/>
<i>Local Identifiers</i>	Provider/app assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app password(s)	<input checked="" type="checkbox"/>
	Dummy identifiers	<input checked="" type="checkbox"/>
<i>Student Work</i>	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>
	Student course grades	<input checked="" type="checkbox"/>
<i>Transcript</i>	Current year GPA	<input checked="" type="checkbox"/>
	Cumulative GPA	<input checked="" type="checkbox"/>
	Student bus assignment	<input checked="" type="checkbox"/>
<i>Transportation</i>	Student pick up and/or drop off location	<input checked="" type="checkbox"/>
	Student bus card ID number	<input checked="" type="checkbox"/>
	List additional data elements here	
	● _____	
	● _____	
<i>Other</i>	● _____	<input type="checkbox"/>
	● _____	
	● _____	
	● _____	

The basis under state and federal law (e.g., Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT is as follows (check all that apply):

- OUSD Data includes personally identifiable information from a student record other than directory information. **Note: RECIPIENT is responsible for obtaining**

parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.

- OUSD Data includes personally identifiable information from a student record, **AND at least one of the following:**
-

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

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

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

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

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

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

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

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: July 1, 2022

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: June 30, 2024

19. **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

RECIPIENT

Name/Dept: Urban Ed Academy

Address: 1485 Bayshore Blvd., Suite 317

City, ST Zip: San Francisco, CA 94124

Phone: 415-330-1015

Email: randy@urbanedacademy.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

September 14, 2023

Urban Ed Academy
1485 BAY SHORE BLVD STE 317
SAN FRANCISCO CA 94124-4008

Account Information:

Policy Holder Details :	Urban Ed Academy
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Summary Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



September 14, 2023

Account Policy Information:

Agency Name	AUTOMATIC DATA PROCESSING INS AGCY
Agency Code	76250937

Recipient Information

Urban Ed Academy
1485 BAY SHORE BLVD STE 317
SAN FRANCISCO CA 94124-4008

SUMMARY OF INSURANCE

Account Policy Recap	Policy Number	Policy Term	Premium
Worker's Compensation Hartford Casualty Insurance Company	76 WEG AU2RMB	10/12/2022 to 10/12/2023	\$4,531

Sum of Insurance

Summary of Insurance (Continued)

Worker's Compensation Summary of Insurance
with
Hartford Casualty Insurance Company
A member company of The Hartford
10/12/2022 - 10/12/2023

Policy Detail: Worker's Compensation

Policy States: CA

Location 1 Premises Address:


1485 Bay Shore Blvd Ste 135
San Francisco CA 94124

Worker's Compensation Coverages:

Employer's Liability Limits	Limit
Disease - Policy Limit	\$1,000,000
Bodily Injury – Accident	\$1,000,000
Disease - Each Employee	\$1,000,000

Class/Payroll Detail	Class Description	Class Code	Payroll
Location 1 - CA	COLLEGES OR SCHOOLS - PRIVATE - NOT AUTOMOBILE SCHOOLS - PROFESSORS, TEACHERS, OR ACADEMIC PROFESSIONAL EMPLOYEES	8868	\$544,000

This Summary and its attachments provides a high level overview of policy coverages and does not include all conditions, limitations or exclusions. Please refer to the actual policy forms for detailed coverages, limits and deductibles.

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General Services Administration

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SERVICE AGREEMENT ROUTING FORM 2023-24

Basic Directions	
Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.	
1.	Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2.	Contractor and OUSD Administrator agreed upon terms are reflected in the Service Agreement.
3.	OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4.	OUSD contract originator creates the requisition on IFAS.
5.	Within 2 weeks of creating the requisition, the OUSD Administrator submits completed Service Agreement packet to Legal for approval.

Agency Information					
Agency Name	URBAN ED ACADEMY		Agency's Contact Person	Randal Seriguchi, JR.	
Street Address	1485 Bayshore Blvd. Ste 317		Title	Executive Director	
City	San Francisco		Telephone	(732) 500-3504	
State	CA	Zip Code	94214	Email	rseriguchi@urbanedacademy.org
OUSD Vendor Number	008718				
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)				

Compensation and Terms – Must be within OUSD Billing Guidelines					
Anticipated Start Date	July 1, 2022	Date work will end	June 30, 2024	Total Contract Amount	\$120,000.00
Budget Information					
Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
7810	Teacher Residency Expansion	010-7810-0-1110-2490- -944-9440-7805-9999-99999	5825	\$120,000.00	
			5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information			
Name of OUSD Contact	Soo Hyun Han-Harris	Email	soohyun.han@ousd.org
Telephone	(510) 414-9955	Fax	
Site/Dept. Name	Talent/Recruitment & Retention	Enrollment Grades	

Approval and Routing (in order of approval steps)			
Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.			
<input checked="" type="checkbox"/> OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov)			
Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			
2. Resource Manager			
3. Network Superintendent / Executive Director			
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			
5. Board of Education or Superintendent			11/17/2023
Procurement	Date Received		