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

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date June 26, 2024

Subject Services Agreement – Dr. Darrick Smith – Community Schools and Student Services Department

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

Description of Services & Background Vendor will work with a group of 115 after school site coordinators and agency directors during the Expanded Learning Summer Institute held the week of July 22nd through July 26th, 2024. Dr. Smith's practical and technical training technique will impact program planning and implementation at 83 OUSD schools. Best practices highlighted will include but not be limited to fostering aligned climate and culture, student safety and nurturing joyful spaces to ensure that students feel safe and supported in the after school program.

Prior to the start of school each year, the Expanded Learning Office hosts all the lead agency partners and staff to attend a week-long series of workshops and trainings. As a part of this event, the department procures a number of speakers and/or trainers to engage and inspire participants.

Term Start Date: July 22, 2024
End Date: July 26, 2024

Not-To-Exceed Amount \$2,000.00

Funding Source(s) Resource 2600 – Expanded Learning Opportunities Program in the amount

of \$2,000.00

Competitively Bid

Yes 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

None

Specific Outcomes

As a result of these services, Expanded Learning staff as well as after school partner providers will be better trained and inspired to provide safe, supportive spaces for students during after school programming.

SPSA Alignment (required if using State or Federal Funds)

- Action Item included in Board Approved SPSA (no additional documentation required). If so, enter Item Number: _____
- Action Item added as modification to Board Approved SPSA. If so, school site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
 - Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

Attachment(s)

- Services Agreement

Waiver Attachments (if applicable)

- Written confirmation of Commercial General Liability Insurance waiver
- Written confirmation of Workers' Compensation Insurance waiver.
- Written confirmation of Tuberculosis Screening wavier.
- Written confirmation of Fingerprinting/Criminal Background Investigation waiver.

SERVICES AGREEMENT

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

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - 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;

- (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: Dr. Darrick Smith Signature: DocuSigned by:
Darrick Smith
27AB202076A74B3
Position: Owner Date: 5/22/2024

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: Andrea Bustamante Signature: DocuSigned by:
Andrea Bustamante
806EC2B9F1FE4AB
Position: Executive Director, CSSS Date: 5/22/2024
 Board President (for approvals)
 Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: _____
Position: Superintendent Date: _____

Template approved as to form by OUSD Legal Department.

**SERVICES AGREEMENT
EXHIBIT A**

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

VENDOR: Dr. Darrick Smith

1. **Services.** Describe the SERVICES VENDOR will provide: Vendor work with a group of 115 after school site coordinators and agency directors during the Expanded Learning Summer Institute held the week of July 21st through July 24th 2024. Dr. Smith's practical and technical training technique will impact program planning and implementation at 83 OUSD schools. Best practices highlighted will include but not be limited to fostering aligned climate and culture, student safety and nurturing joyful spaces to ensure that students feel safe and supported in their after school programs.

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 22, 2024

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

End date: July 26, 2024

3. **Compensation.**

a. The basis for payment to VENDOR shall be:

Hourly Rate: _____ per hour

Daily Rate: _____ per day

Weekly Rate: \$2,000.00 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): _____

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: \$2,000.00

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: Dr. Darrick Smith
Address: 2011 Venetian Dr.
City, ST Zip: Stockton, CA 95207
Phone: 510-409-2133
Email: darrsmith@gmail.com

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.



Consultant Fingerprint/Criminal Background Check

TB Screening Waiver Request

Directions

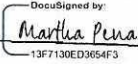
The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check. The OUSD contract originator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require approval by a Chief/Deputy Chief with delegated contract authority.

Tuberculosis Risk Assessment is required for all contractors who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one-time speaker.

To request this waiver, complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Dr. Darrick Smith		
Originator Name	Martha Pena	Site/Department	922/CSSS
Which sites or locations will the contractor be working at? Remotely as ExLO Summer Institute			
Waiver Requested:	<input checked="" type="checkbox"/> Fingerprint/Criminal Background Check	<input checked="" type="checkbox"/> TB Waiver	

TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.] CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils, and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name Martha Pena Title: Coordinator, After School Programs
 OUSD Representative's Signature  Date: 5/22/2024

Approval (Chief/Deputy Chief with delegated contract authority)

OUSD Representative's Name Andrea Bustamante Title: Executive Director, CSSS
 OUSD Representative's Signature  Date: 5/22/2024

Darrick Smith Ed.D.

2011 Venetian Dr.
Stockton, CA 95207
darrsmth@gmail.com

EDUCATION

Ed.D. Educational Leadership and Administration for K-12 and Community Colleges, San Francisco State University, 2012

Dissertation: Staff culture and school transformation: Enabling at a small school for equity

M.A. Humanities, Social Change & Activism, New College of California, 2006

Thesis: A triumph: A project on institutional infiltration and urban liberation

B.A. Sociology, University of California at Santa Cruz, 1996

RELEVANT WORK EXPERIENCE

- 2013-present Associate Professor of Educational Leadership, Department of Leadership Studies, School of Education, University of San Francisco, San Francisco, CA.
- Co-Director of the Transformative School Leadership and Administrative Services Credential Program
 - Teach courses in East Asian Regional Council of Overseas Schools (Principal certification program)
 - Teaching courses in Higher Education and Student Affairs (HESA) MA Program, Organization & Leadership (O&L) MA and Ed.D. Programs, General Education, and Preliminary Administrative School Credential
 - Chair and serve on dissertation committees
- 2011- 2013 *Center Director*, LearningWorks -Foundation for the California Community Colleges, Oakland, CA.
- LearningWorks aims to strengthen student achievement in the California community colleges (CCCs)
 - Facilitate, disseminate, and fund practitioner-informed recommendations for changes at the system and classroom levels, and infusing these strategies with statewide and national insights.
 - Collaborate with the Executive Director to manage a \$2.2 million budget and oversee the grant disbursement of an annual \$700,000 portfolio to support community colleges and their efforts to improve completion rates
- 2008-2011 *Co-Principal*, June Jordan School for Equity, San Francisco, CA.

- Assists Co-Director in the general administration of the school and serves as sole Principal in Co-director's absence
- Responsible for maintaining the highest standard of integrity and creating a safe space for all community members on campus
- Provide consistent communication with district offices of pupil services, athletics, after school programs, and health and wellness to deliver the most engaging environment possible for students and families

2004

Program Director, Leadership Excellence, Oakland, CA.

- Served as Co-Director for an academic enrichment summer camp for 84 high school students.
- Supervised 20 support staff and instructors
- Oversaw camp budget and daily as well as all camp programming and classes.
- Oversaw student recruitment from all areas of the state
- Recruited staff from all over the country

2001-2003

SB65 Dropout Prevention Coordinator, Oakland Technical High School, Oakland, CA.

- Met with 35 students and their families to intervene in potential dropout situations
- Connect students to resources
- Work with school staff to develop intervention strategies; establishing a network of on-campus resources for students
- Attend monthly School Site Council meetings on campus

AWARDS & HONORS

- 2005 Fannie Lou Hamer Award, UC Berkeley African-American Studies Department for dedication to social change and the fight against injustice in the U.S.
- 2002 Unsung Heroes Award, African-Americans for Diversity in the Alameda County Workplace
- 2001 Official Commendation, California State Senate for outstanding violence prevention work in the State of California.
- 2001 Official Commendation, Mayor's Office of the City of San Diego for outstanding violence prevention work in the State of California.
- 2000 California Wellness Foundation & Eureka Communities Fellowship for violence prevention and community empowerment. Fellows are selected based on their innovative work and the impact they have on the communities they serve
- 2000 University of California Alumni Community Service Award – for distinguished service to disadvantaged communities

GRANTS

Smith, D. (2017). Emergence of an educational enabler. Joint Faculty Development Committee competitive grant. University of San Francisco (\$1,700).

Smith, D. (2016). Resilience and community violence. Joint Faculty Development Committee competitive grant. University of San Francisco (\$2,000).

Smith, D. (2015). International critical education and school discipline. Joint Faculty Development Committee competitive grant. University of San Francisco (\$2,500).

Smith, D. (2014). Adults reflections on the impact of a youth development program. Joint Faculty Development Committee competitive grant. University of San Francisco (\$2,000).

PEER-REVIEWED PUBLICATIONS

Manuscripts

Smith, D. (2020). Getting Cursed Out for Social Justice: Notes in Handling Verbal Assaults with Humanity. *Society Register*, 4(1), 11-22.

Smith, D. & Yeh, C. J. (2019). Nurturing is Not Enough: A Case Study on Social Justice, Caring, and Discipline, *Journal of Education*, 199(2), 89-98.

Smith, D. (2016). A Humanizing Approach to Improving School Disciplinary Culture. *Bank Street Occasional Papers Series*, 35, 75-87.

Smith, D. (2015). Disciplinary Third Spaces: A Case Study of a School for Social Justice. *The International Journal of Pedagogy, Innovation and New Technologies*, 2(2), 10-22

Manuscripts Under Review

Smith, D. (in review). Institutional Challenges to Minority Student Completion in Community College: Perspectives from Faculty, Staff and Administrator across 10 College Campuses. *New Directions in Community College*

Manuscripts in Preparation

Smith, D., (in progress). Saviors vs. Allies: A Message Regarding Student Engagement.

Smith, D., (in progress). Adult Reflections on Youth Development Programming.

Smith, D., (in progress). Seeing the Sub-Oppressor: A Reflection for Educators.

Book Chapters

Smith, D. (2023). On Navigating with Flavor: A Reluctant Professor on the Pathway Here. IN T.L. Buenavista & M.C. Ledesma* (Eds). *First-generation faculty of color: Reflections on research, teaching, and service*. Rutgers University Press.

Smith, D. (2020). Thoughts on Equity and The California Community Colleges. In C. Platt, A. Hilton, C. Newman, & B. Hinnant-Crawford (Eds). *Multiculturalism in Higher Education: Increasing Access and Improving Equity in the 21st Century*. Charlotte, NC: Information Age Publishing.

Smith, D. (2017). A Critical Perspective on the use of the Trauma Narrative in American Education. In A. Odrowaz-Coates & S. Goswami (Eds). *Symbolic Violence in Socio-Educational Contexts: A Post-Colonial Critique*, 24-35.

Yeh, C. J., Smith, D., & Borrero, N. E. (2016). Anticolonial and indigenous perspectives and strategies for counseling interventions. In J. G. Ponterrotto, J. M. Casas, L. A. Suzuki, & C. M. Alexander (Eds). *Handbook of multicultural counseling* (4th ed.) (pp. 188-196). Thousand Oaks, CA: Sage Publications Inc.

Public Scholarship and Media

Smith, D. (2018). "Social Justice Educators: A Note on Your Authority and Power". *Peak Magazine. Visionary Futures*. Retrieved from <http://peakmag.net/visionary-futures/>

[San Francisco Human Rights Commission]. (2017, October 26). *A Community Conversation with Dr. Darrick Smith* [Video File]. Retrieved from <https://www.youtube.com/watch?v=T8nOCQpE-YU&t=1595s>

- [Student Equity at Skyline College]. (2017, July 16). *Culturally Relevant Pedagogy featuring Dr. Darrick Smith* [Video File]. Retrieved from <https://www.youtube.com/watch?v=eHCeHYrcqck>
- Smith, D. (2017, May 24) *School Discipline: Smoke Screens and Social Justice* [Video File]. Retrieved from <https://www.youtube.com/watch?v=Vgvmw9hCnj0&t=25s>
- Brookins, S. . (2017, March 2). *Darrick Smith on Educational Equity*. [Video File]. Retrieved from <https://www.youtube.com/watch?v=ILpkgLC3H8o>
- [Voice of Purpose Education]. (2016, October 18). *Empowering Educators episode 7 - Darrick Smith* [Video File]. Retrieved from <https://www.youtube.com/watch?v=vHbx8kGKp9w>
- [West LA Digital]. (2016, May 26). *Thinking about Equity presentation to West LA students from Darrick Smith* [Video File]. Retrieved from <https://www.youtube.com/watch?v=udy8CU4Z9PU>
- [Teachers 4 Social Justice]. (2015, October 30). *The Battle For Public Education in the 21st Century-Flashpoints Interview w/ Darrick Smith* [Video File]. Retrieved from https://www.youtube.com/watch?v=vvUQ_i3I-8E&t=1360s
- Rutayisire, E. (2015, April 9). *Dr. Darrick Smith Talk at the University of Guelph* [Video File]. Retrieved from https://www.youtube.com/watch?v=cZr_yC-r_YU&list=PLEJFi4wDuyMbidruUtCMfbWDCp9rWigze
- [SOMeCA]. (2015, January 9). *Leadership: Thinking Critically About the World Around You with Darrick Smith*. [Video File]. Retrieved from <https://www.youtube.com/watch?v=LRiGdRSrSvo&t=7s>

KEYNOTE ADDRESSES

- 2020 “Connecting in Isolation: Taking Action Against Despair. University of California at Santa Cruz. Santa Cruz, CA.
- 2019 “District-Based Equity Policies- A Discourse Analysis”. International Sociological Association, RC25 Forum on Language and Society: Research Advances in the Social Sciences. Warsaw, Poland.
- 2019 “Culturally Responsive Discipline and Addressing Implicit Bias” Oakland Unified School District Office of Equity Speaker Series. Oakland, CA.
- 2019 “Moving Into the Matrix”. Larkin Street Advisory Board Ceremony. San Francisco, CA
- 2019 “Social Justice as a Daily Habitus” SOMeCA 11th Annual Alumni Event. UC Santa Cruz. Santa Cruz, CA.
- 2018 “Institutionalizing Cultural Responsiveness”. Skyline College Flex Day. San Bruno, CA.
- 2018 “Critical Pedagogy and School Discipline”. Bay Area Writing Project Speaker Series. Berkeley, CA.

- 2017 “Merging Activism and Undergraduate Success”. Oakes College Freshmen Plenary. Santa Cruz, CA
- 2017 “Breaking The Cycle: Deconstructing Education Inequity”. UC Santa Cruz College 9/10 Social Justice Sequence Event. Santa Cruz, CA
- 2017 “African-Americans in the Community Colleges”. Southwestern College Rites of Passage Ceremony. San Diego, CA
- 2017 “Contextualizing Student Success” Umoja Southern California Symposium. Riverside, CA.
- 2016 “Equity and the Secondary-CC Connection”. C6 Alliance for College and Career Pathways. Bakersfield, CA.
- 2016 “How to Navigate College Without Losing Yourself”. UC Santa Cruz, Oakes College. Santa Cruz, CA.
- 2016 “Why Finishing College Feels So Difficult.” West Los Angeles College Student Leadership Summit. Culver City, CA
- 2016 “Thoughts on Equity in the California Community Colleges” West Los Angeles College Leadership Retreat. Culver City, CA.
- 2016 “Thoughts on Equity in the California Community Colleges” Merritt College Professional Development Day. Oakland. CA
- 2016 “Thoughts on Equity in the California Community Colleges.” College of the Redwoods Professional Development Day. Eureka, CA
- 2016 “Success Must Include Far More Than a Degree.” University of California at Berkeley EAOP Next Steps Summit. Berkeley, CA.
- 2016 “Career Pathways and the Challenge of Equity” California Community Colleges Association of Occupational Educators Annual Conference. San Diego, CA.
- 2015 “Change Within Systems: Ideas for Critical Social Workers.” California State University- East Bay 2015 Dr. Terry Jones Community Forum.
- 2015 “What Then, What Now? Blackness in The Modern Era.” Commencement Speaker for Chaffey College Black Graduation Ceremony. Rancho Cucamonga, CA
- 2015 “Equity and Success”. Professional Development Day. Shasta College, Redding, CA. Keynote.
- 2015 4th Annual Achieve the Dream/Student Success Initiative Summit. Los Angeles Community College District. East Los Angeles College. Monterey Park, CA.
- 2015 “The Current Landscape of Educational Policy and Equity.” *Education Pioneers* Fellows. Oakland, CA
- 2015 “Thoughts on Equity in the California Community Colleges.” Butte College Flex Day. Keynote. Oroville, CA
- 2015 “Liberation and the Problem of the Exclusive University.” University of California at Santa Cruz -Oakes College Plenary Series – Keynote.
- 2014 Addressing Race and Equity Gaps in Your Practice. San Jose City College Presidential Inauguration and Professional Development Day. San Jose, CA.
- 2014 “The Central Valley, Equity and the Community Colleges.” California Community College Central Regional Consortium. Merced, CA.
- 2014 The “E Word”: Developing an Equity Lens in The California Community Colleges. Marin College Staff Convocation. Kentfield, CA.

- 2014 In Preparation to Confront College: Framing the Transition from Here to There. Maisin Scholars Award Event. San Francisco, CA.
- 2014 Equity and Transformation- Challenges for Community College Faculty. Engage, Connect, Collaborate, and Act. Faculty Equity Institute. City College of San Francisco. San Francisco, CA
- 2014 Developing Agents of Change. State Center Community College District K-12 Summit. Fresno, CA.
- 2014 Commencement Speaker for the University of California at Santa Cruz, Oakes College Graduation. Santa Cruz, CA.
- 2014 Activism and College Success. Practical Activism Conference. UC Santa Cruz, Santa Cruz, CA.
- 2014 “The Central Valley, Equity and the Community Colleges. Student Success and Support Program (SSSP) Professional Development. Merced College. Merced, CA.
- 2014 “In the Pursuit of Liberation”. UC Berkeley Associated Students *Educate the Bay* Summit. Berkeley, CA
- 2014 “Brown v. Board of Education at 60: Examining Racial Equity in San Francisco.” San Francisco, CA.
- 2014 “Reflecting on the Power of Infiltration.” Engaging Education, LIFTED Convening, UC Santa Cruz. Santa Cruz , CA.
- 2014 “Equity Challenges in Southern California Community Colleges”. College-wide Professional Development. College of the Canyons. Santa Clarita, CA.
- 2014 “Equity Challenges in Southern California Community Colleges”. Student Success Summit at Mt. San Jacinto College. San Jacinto, CA.
- 2013 The Importance of Critical Teacher Development”. SFSU Child and Adolescent Development Department Symposium. San Francisco, CA.
- 2013 Barriers to Student Success: Report Findings. College-Wide Professional Development- City College of San Francisco.
- 2013 Addressing the Challenges of Being a “Warm Demander”. Engaging Education Board of Directors Retreat. Santa Cruz, CA.
- 2013 The “E” Word: The Challenge of Implementing an Equity Agenda.” Strengthening Student Success Conference. Burlingame, CA.

CONFERENCE PRESENTATIONS

- 2019 *Critiquing the Discourse of the Quasi-Safe: Discipline in American Schools.* UNESCO Janusz Korczak Chair – International Summer Schools. Warsaw, Poland.
- 2019 *Understanding Transformative Leadership.* Skyline College Statewide Equity Summit, San Mateo, CA.
- 2018 *Addressing the Sub-Oppressor in School Discipline.* National Conference School Safety, Reno NV.
- 2017 *Culturally Relevant Pedagogy and the Community College.* Equity Training Series at Skyline College. San Bruno, CA.

- 2017 *Rethinking Social Justice Teaching: A critical Analysis of Teacher’s Lives and Teacher Leadership*. American Educational Researchers Association, San Antonio Texas. Panelist.
- 2017 *Critical Challenges to Urban Education Reform*. Atlanta Public Schools & Annie E. Casey Foundation Exploratory Convening. Oakland, CA.
- 2016 *Embracing Authority and Liberation Pedagogy*. San Francisco Teacher Residency Program (SFTR). San Francisco, CA.
- 2016 *Humanizing Approaches to School Discipline-* WestEd School Climate Symposium on School Climate and Leadership. Oakland, CA.
- 2016 *Equity Gaps in the School Discipline Discourse-* UCB Social Justice Symposium
- 2016 *Pathologization of the Traumatized in the School Discipline Discourse* International Conference for Critical Education V, London, England.
- 2016 *Humanizing Disciplinary Practices*. National School Discipline Conference. Las Vegas, NV.
- 2015 *Bullying and Race- Gaps in the Bullying Discourse*. National Girl Bullying Conference. Atlanta, GA
- 2015 *Equity Gaps in the School Discipline Discourse-* Free Minds Free People Conference. Oakland, CA
- 2015 *Educational Enablers-* International Conference for Critical Education IV, Wroclaw, Poland.
- 2015 *Boundaries and Stereotypes: The Slippery Slope to Pathologization*. National School Discipline Conference. Atlanta, GA
- 2014 Teachers for Social Justice “411 on Willful Defiance” Forum. Public discussion on school discipline policies and practices in SFUSD. San Francisco, CA.
- 2014 *Saviors vs. Allies: Towards an Ethic of Student Engagement*. Northern California Safe and Healthy Schools Conference. Alameda County Office of Education. Berkeley, CA
- 2013 *Contextualizing the Opportunity Gap for New Teachers*. Panelist. Think College Now. Oakland, CA
- 2013 *Addressing the Challenges of Being a “Warm Demander”*. San Francisco Teacher Residency Professional Development.. San Francisco ,CA.
- 2013 *Culturally Responsive Pedagogy in STEM Instruction*. Training. The Center for Science and Mathematics Education (CSME)- San Francisco State University.

TEACHING

University of San Francisco School of Education,

Taught courses across the following Departments and Programs

- (O&L) Organization and Leadership, MA/ Ed. D. programs
- (HESA) Higher Education Student Affairs MA program

- (EARCOS) East Asian Regional Council of Overseas Schools Principal certification program for international educators
- (TSL) Transformative School Leadership Preliminary Administrative Services (Principal's Credential MA Programs)
- (GE) General Education Courses across O&L, International and Multicultural Education (IME), and Learning and Instruction (L&I) Departments

University of San Francisco School of Education MA & Ed. D. Courses taught:

- **Introduction to Organization and Leadership (O&L/ HESA)
- **Leadership in Urban Contexts (O&L)
- Schools, Community, and Society (O&L)
- *Educational Leadership for Social Justice (TSL/O&L)
- *School Discipline, Climate, and Trauma (TSL/O&L)
- Databased Decision-Making [EARCOS]
- *Legitimation of Power in Organizations & Society (O&L)
- **Race & Diversity in Higher Education (O&L/ HESA)
- **Introduction to Public Scholarship and Community Engaged Learning (GE)
- Field Experience (TSL)
- **Negotiations and Conflict Resolution (O&L)

*Courses developed

**Courses revised

San Francisco State University (BA)

- Working with Diverse Families, Child & Adolescent Development (2013)

DeAnza College

- Introduction to Sociology (2007, 2008)
- Social Problems (2008)

Laney College

- Introduction to Sociology (2007,2008)

New College of California (BA & MA)

- Understanding and Transforming a Social World (2006, 2007)
- History and Analysis of Social Movements (2006, 2007)

SERVICE

Service to the University of San Francisco School of Education

2022 -Present. SOE Doc Policy Committee

- 2013—2019. SOE Curriculum Committee
- (Chair 2017- pres.)
 - Facilitate every meeting with reps from every Department
 - Collaborate with General Education
 - Review and discuss each proposal in alignment with mission of SOE
 - Review all course and program certificates changes,
- 2016-pres. Co-Director, Transformative School Leadership Administrative Credential Program
- Co-Developed, Co-Authored
Re-designed, re-wrote submission to State for authorization, compliance with state, revised documents,
Developed and implemented outreach, recruitment, efforts and communications with school leaders,
Refined syllabi for each course to align with State requirements
Conducted trainings and working sessions
Conducted briefings on State mandatory assessments and trainings
- 2015-pres. East Asian Regional Consortium of Overseas Schools (EARCOS).
- Meet and advise school leaders
 - Attend events and support meeting initiatives
 - Taught Databased Decision-Making course for the East
- 2015 Search Committee member, O&L Faculty Position- Preliminary Administrative Credential Program
- 2014 Facilitator, Office of Diversity Engagement and Community Outreach Stakeholder Community Forum.
- 2014-17 Co-Author, Commission on Teacher Credentialing Submission for USF Administrative Credential Program.
- Reviewed entire program and all courses
 - Revised each course to align with 74 State standards, 84 Content Standards and 20 State Performance Expectations
 - Prepared tables, collected relevant data, summarized main features of the program
 - Faculty recruitment and selection,
 - Manage and plan budgetary needs
 - Student outreach/recruitment,
 - State-mandated trainings, and all campus-oriented requirements for program restart.
- 2014 Search Committee member, Teacher Education Department faculty position-STEM education
- 2014 Reviewer -SOE's Annual RaPS Symposium for Community Engagement

Service to the University of San Francisco

- 2018 Advisory Board Member, USF Black Achievement Success and Engagement Program
- Provide counsel to the program director and staff on best

- practices and trends in higher education supports.
 - Advance the relationship between Bay Area support agencies, philanthropic organizations, and BASE to assist in the overall development of the program.
- 2017-pres. Committee Member, USF Distinguished Research Award
- Review all applicants across University
 - Meet and deliberate to select recipient
- 2014-pres Member, USF Black Community Council
- Provide feedback and analysis of retention and recruitment issues regarding Black Community at USF
 - Attend meetings and offer insights about campus issues
- 2017 Trainer, USF Counseling and Psychological Services Office- *Counseling Across Racial Lines*.
- Developed workshop for CPS staff on cross-cultural counseling
 - Provided support and specific strategies for difficult cases
- 2014 Trainer/ Facilitator for the USF Staff Diversity Professional Development Intensive hosted by the Office for Diversity and Inclusion.
- Developed curriculum and program for intensive training with USF staff across the University
 - Facilitated activities and training
 - Provided ongoing support and guidance to staff on diversity initiatives

Invited Campus Training

- 2016 Campus-wide forum on racist symbolism and campus culture. Sponsored by the USF School of Management.
- 2015 "Distinguishing Empathy from Enabling in Social Justice Teaching"
Speaker for the Dual Degree in Teacher Preparation Speaker Series
- 2015 "Framing the Importance of Authenticity in Social Justice Education"
Speaker for the Department of Leadership Studies Critical Dialogues Series
- 2015 Panelist: USF Office of Diversity and Inclusion- Speak Out and Listen In: A Teach-In On Building Community Power
- 2014-16 Commencement Speaker for the University of San Francisco-Vizuri Kabisa /Black Graduation.
- 2014 USF School of Education Event- "School Discipline and Social Justice." Open to the Public.
- 2014 Featured guest speaker for USF's Student Affairs Professional Association Brown Bag Professional Development lunch/dinner event- Fall Semester
- 2013 Speaker for the San Francisco Teacher Residency program on exploring the concept of "Warm Demander Pedagogy".

Service to the Community/Profession

- 2020 Trainer, Akonadi Foundation
- 2020 Trainer, Square Inc.
- 2020 Special Consultant, West Contra Costa Unified School District/ City of San

- 2020 Pablo/ YMCA Partnership (Lake and Bayview Elementary Schools)
Contributor, *School Mental Health Crisis Leadership Lessons: Voices of Experience from Leaders in the Pacific Southwest Region*. Mental Health Technology Transfer Center Network – Funded by the Substance Abuse Mental Health Services Administration.
- 2020 Special Consultant/ Trainer, Stanford Medical Center/ University Healthcare Alliance.
- 2019 Project Advisor, Equity Project, San Mateo Community College District
- 2019 Special Consultant, Moreno Valley College
- 2019 Special Consultant Oakland Unified Schools, Brett Harte Middle School
- 2019-20 Special Consultant Oakland Unified Schools, United for Success Academy
- 2018 Member, Editorial Board, *Society Register* (International peer-reviewed journal)
- 2018-20 Special Consultant, San Francisco Unified School District John O’Connell High School
- 2018 Ad-Hoc Reviewer, *Education Sciences*
- 2018 Ad-Hoc Reviewer, *Language, Discourse, & Society Journal*
- 2018 Special Consultant/Trainer, San Francisco Foundation YAO Project- Secondary education landscape scan for targeted giving in Bay Area schools.
- 2016-17 Trainer/Lecturer, San Francisco County Jail Number 5. *Sociopolitical Praxis*. Guest lecture Series.
- 2016 Special Consultant/ Trainer, Youth Uprising. *Organizational Leadership and Structural Redesign for Youth Development Organizations*.
- 2015 Ad-Hoc Reviewer, *Urban Education* journal
- 2015 Project Adviser and Reviewer, Research & Planning Group, California Community Colleges. “Student Support (Re)defined.”
- 2015 International Adviser, Education European Union of Poland.
- 2015 Trainer, Child and Adolescent Development Department/ PATH program at San Francisco State University.
- 2014-16 Board Member and Design Team Member, *Roses in Concrete* Charter School in Oakland, CA.
- 2014 Trainer, *Education Pioneers* Regional training
- 2013 Advisory Board Member, UC Santa Cruz Student Organizations Media and Cultural Arts (SOMECA) Leadership Development Project
- 2013 Project Advisor, *Student Support Services Redefined* study in the California Community Colleges – Research and Planning Group (RP Group).
- 2012-14 Administrative Coach and Special Consultant, Oakland Unified School District, Castlemont High School.
- 2012-14 Special Consultant, Castro Valley Unified School District, Office of the Superintendent.

Professional Associations

- Member, Now is the Time Technical Assistance (NITT-TA) Center funded through the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA)
- Member, California Community Colleges Professional Learning Network (CCCPLN) and statewide trainer
- Member, American Educational Research Association (AERA)
- Member, Society for the Study of Social Problems (SSSP)
- Member, International Sociological Association (ISA)
- Member, National Black Child Development Institute (NBCDI)

Dissertations (Chair) (not updated for 2022)

Adams, K. (2017). *Navigating Conflict in Inclusive Education: Autoethnography from an Elementary School Principal*.

Daniels, R. (2019). *A Case Study on Culturally Relevant Pedagogy and Rehabilitative Programming in Jail*.

Hilal, K. (2019). *French Accredited Education in Morocco and the Construction of National Identity*.

Lee, R. (In Progress). *Examining K-12 Minority Teacher Recruitment and Hiring Practices*.

Dissertations (Committee) (not updated for 2022)

Arao, B. (2017). *Exploring the Experiences of Black Men as Respondents in University Student Conduct Processes*.

Brooks-Immel, D. (2014). *A Comparative Study of Public Service Motivation Among Organizational Units in a Public University*.

De Toro, A. (2018). *A Geospatial Analysis of a Transit Program on Community College Students*.

DeMucha Flores, M. (2017). *Leading from the Borderlands: Chicana Activism Through Community College Leadership*.

Fong, R. (2016). *An Exploration of Adverse Childhood Experiences and Academic Achievement in East San Jose*.

Jacobsen, M. (2016). *Workplace Violence, Organizational Culture, and Registered Nurses' Incident Reporting Patterns in Acute Hospitals in California*.

- Pereira, L. (2015). *Show Me the Money: Exploring a Multiple Capital Model for Fearless Female Entrepreneurship*.
- Rodriguez, A. (2014). *Preventive Leadership Program at the Salesian University: An exploratory case study*.
- Rosales, J. (2016). *Youth Workforce Programming Examining the Satisfaction Differences in Self-Perceived Skills Acquisition*.
- Sealana, R. (2014). *Examining the Efficacy of Adult Learning of Government-Mandated Content Using Andragogical Delivery Methods Versus Traditional Pedagogical Delivery Methods*.
- Smith, N. (2017). *Epistemology, Wisdom, and Social Transformation: Strategies at the Forefront of the Contemplative Movement in Higher Education*.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/29/2024

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 Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007	FAX (A/C. No):
	E-MAIL ADDRESS: contact@hiscox.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hiscox Insurance Company Inc	10200	
INSURED Darrick Smith 1316 Ensign Ave. Vallejo, CA 94590	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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P100.063.517.6	01/24/2024	01/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						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 <input type="checkbox"/> 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"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		P100.063.079.6	01/24/2024	01/24/2025	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

CERTIFICATE HOLDER
 Oakland Unified School District
 10011 Union St
 Oakland, CA 94607
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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