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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 with Mindful Life Project

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

Description of Services & Background Each year, the Expanded Learning department hosts its lead agency partners and staff to attend a week-long series of workshops and trainings. As a part of this event, the department recruits agencies and individuals with high level expertise in the management, implementation and operations of quality after school programming. As part of the Expanded Learning Summer Institute, Mindful Life Project will provide Social Emotional Learning workshops to after school site coordinators to engage in best practices for implementation with staff and students.

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

Not-To-Exceed Amount \$1,500.00

Funding Source(s) Resource 2600 – Expanded Learning Opportunities Program in the amount of \$1,500.00

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, after school site coordinators and agency leaders will be provided with Social Emotional Learning best practices for application at the school community and while engaging with students.
SPSA Alignment (required if using State or Federal Funds)	<input type="checkbox"/> Action Item included in Board Approved SPSA (no additional documentation required). If so, enter Item Number: _____ <input type="checkbox"/> Action Item added as modification to Board Approved SPSA. If so, school site <u>must submit</u> the following documents to the Strategic Resource Planning for approval through the Escape workflow process: <ul style="list-style-type: none">• 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)	<ul style="list-style-type: none">• Services Agreement
Waiver Attachments (if applicable)	<input type="checkbox"/> Written confirmation of Commercial General Liability Insurance waiver <input type="checkbox"/> Written confirmation of Workers' Compensation Insurance waiver. <input type="checkbox"/> Written confirmation of Tuberculosis Screening waiver. <input type="checkbox"/> 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

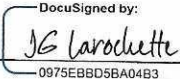
promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements 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: JG Larochette Signature: 
 Position: Founder and Director Date: 5/17/2024

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: 
 Position: Executive Director, CSSS Date: 5/20/2024
 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: Mindful Life Project

1. **Services.** Describe the SERVICES VENDOR will provide: Mindful Life Project facilitators will deliver two Social-Emotional Learning workshops to an audience of up to 30 after school site coordinators per session as part of the week-long Summer Institute for all comprehensive after school partner lead agencies.

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: \$1,500.00 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: \$1,500.00

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: Mindful Life Project
 Address: 845 Marin Bay Parkway
 City, ST Zip: Richmond, CA 94804
 Phone: 510-517-6290
 Email: jj@mindfullifeproject.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.



Mindful Life Project (MLP) is a Bay Area based non profit organization located in Richmond, CA that has been providing services to TK-8th grade students across the Bay Area over the last 11 years, and specifically in the areas we serve School District for the last 3 years. Mindful Life Project supports schools nationwide through highly impactful mindfulness based social emotional learning programming. Our comprehensive approach supports the mental and emotional well-being of students, teachers, staff, community leaders, and families and helps transform schools from the inside out. This is done with the intention to create cultures and climates where mental and emotional well-being is the foundation of everyone's experience. MLP's goal is to provide everyone the skills and practices to thrive, leading to everyone feeling a deep sense of belonging and connection to themselves and each other. We have made significant impact year over year in the organization's history of leading this work across the Bay Area and beyond! In the 2022-2023 school year, 92% of teachers surveyed reported wanting MLP back for the 2023-2024 school year and over 80 percent of teachers reported seeing positive impacts in their students' ability to settle down after experiencing MLP programs for the length of the academic year! Additionally, teachers surveyed reported an average of 20 minutes of additional teaching time daily due to our programs.

Our organization currently employs 22 admin team members and 50 full time MLP Coaches who are located at each of our school campuses. Within MLP's team, our school partners will have a full time mindfulness coach that is on campus between 4-5 days a week from 8-4:30. The MLP coach will be responsible for providing both Tier 1 and Tier 2 services for students on campus with support from their Program Specialist and the Senior Director of Operations and Programs.

The MLP coach is a skilled mindfulness instructor. As a best practice, MLP hires staff members based on key qualifications including knowledge of the education system, classroom management skills, fluency of mindfulness practices, and experience working with youth. To ensure the quality of our candidates, MLP also has every candidate complete MLP's Mindful Educator Assessment prior to hiring, which assesses the candidates' familiarity and knowledge of mindfulness tenants while holding the position of an 'educator'. After the hiring process, every MLP mindfulness coach has to complete MLP's Mindful Coach Certification Process. MLP's certification process, seen as one of the most comprehensive in the industry, includes three weeks of intensive training sessions prior to coaches beginning their time at schools and that focus on trauma-informed best practices, classroom management, engaging youth with culturally relevant pedagogy, building strong relationships and collaboration with teachers and admin, and an in-depth training on how to teach our two programs of Mindful Community and Rise Up. Throughout this extensive and expansive training for Mindful Community, MLP coaches

are taught by Mindful Life Project the different developmentally appropriate curricula: the TK-2nd grade curriculum, the 3rd-5th grade curriculum, and the 6th-8th grade curriculum. As different age groups require different developmental levels of educational material, MLP's mindful coaches are skilled in all three curriculum areas. Similarly, MLP's mindful coaches are also extensively trained in Rise Up's curriculum, which includes training on how to successfully and impactfully implement expressive arts, performing arts, and mindful movement programs through a trauma-informed approach. All coach related training is performed by Mindful Life Project, with no expectations from VCUSD to perform or provide any training related to mindfulness, social emotional learning, or classroom management. Every MLP staff member undergoes a background check from Be-A-Mentor to ensure quality control for safe and secure student support.

All MLP Mindfulness Coaches must meet the requirements of the MLP mindful coach certification process. The requirements to be certified as a Mindful Life Project / Mindful Coach are as follows:

- MET Assessment completion with a score of 15/17 or higher
 - Prior to being hired all MLP coaches will participate in a 2 hour Mindful Educator Training after which candidates will complete an assessment and must score a minimum of 15 out of 17.
- A minimum of 35 hours of Mindful Community training
 - Including practice demonstrations, best practices and classroom management
 - Tk - 2nd grade curriculum, 3-5th grade curriculum, 6-8th grade curriculum
- A minimum of 20 hours of Rise-Up training
 - Including practice demonstrations, best practices and classroom management
- 85% or higher score on survey for each training element
- Successful completion of a two day overnight mindfulness retreat
- A minimum of 2 hours of working with adults & mindfulness training
 - Receiving a score of 3.0 or higher within 60 days of the start of programming
- A minimum of 2 hours of working in 2:1's
 - Including practice demonstrations, best practices and behavior management
- 2 observations of Mindful Community within 60 days of the start of programming
 - Receiving an average score of 3.0 or higher (refer to observation scale below)
- 2 observations of Rise-Up within 60 days of the start of programming
 - Receiving an average score of 3.0 or higher (refer to observation scale below)

Rating Scale

<i>Score</i>	<i>Rating</i>
Above 3.5	Exceeds Expectations
3 to less than 3.5	Meets Expectations
2.6 to less than 2.9	Approaching Expectations
Less than 2.5	Needs Improvement

MLP’s in-house mindfulness-based SEL programming focuses on helping students form and develop key inter- and intra-personal skills. These skills, as defined by CASEL, are Social Awareness, Relationship Skills, Decision Making, Self Awareness, and Self Management. Social Emotional Learning, as CASEL has demonstrated, helps create equitable school environments that help allow all students to thrive academically, socially, and behaviorally. As quoted by CASEL, social emotions learning creates equitable school environments by: “promoting rigorous and meaningful curriculum and instruction that sets high standards and expectations for all students and actively engages them in developing academic, social, and emotional skills to achieve their goals and contribute to their communities. Evidence-based SEL programs and approaches help ensure all students have consistent opportunities to learn and practice developmentally-appropriate skills that help them thrive.”

MLP’s programming will provide students culturally relevant and trauma-informed approaches to building social-emotional learning skills. Based on a dual approach to meeting the social-emotional needs of students, MLP’s mindfulness-based SEL programming provides curated support for high-need students as well as the whole school community: students, teachers, staff, and families.

Our programming is delivered via two distinct programs: Mindful Community and Rise Up. Mindful Community is a whole-school program where every classroom on a partner school campus will receive a 20 to 25 minute SEL lesson during classtime weekly for the length of the entire academic year. Lessons focus on how to manage, accept, and understand emotions using examples and relevant scenarios that students might experience in their daily life. As the classroom teacher stays within the classroom while Mindful Community is taking place, both student and teacher have the opportunity to practice mindfulness together. With this, at any given time during Mindful Community, there will be two adults within the classroom (the teacher and the MLP Mindfulness Coach).

MLP's second program, Rise Up, is a pullout program that occurs during the school day. Designed to provide extra support to high-need students, Rise Up occurs twice weekly in 45-minute sessions where students are pulled out of class to come together as a cohesive unit to explore mindfulness and social-emotional learning practices. Rise Up usually takes place in its own contained classroom, allowing for an emotionally safe and distraction free environment. Typically Rise Up is composed of 5 students who are considered 'high-need' or 'at risk' and in need of extra curated support. Three student 'leaders' are also participants in the Rise Up group to form a tight community where mutual learning and peer collaboration can thrive. Students are chosen for Rise Up based on close collaboration and recommendations from classroom teachers, school counselors, and school administration based on students' social and behavioral needs. This collaboration with school site personnel in choosing students to participate in Rise Up is critical in ensuring students receive the additional and curated support they need to thrive. The MLP coach guides students in Rise Up through expressive arts, performing arts, student-led HipHop music, and movement to create space for students to realize self expression. Rise Up allows students to use different modalities to explore healthy forms of self expression and healthy forms of emotional release while emphasizing student voice and student ownership of Rise Up and mindfulness. Rise Up occurs twice weekly; the first session is for all Rise Up students to participate. The second session is used as a behavioral incentive for Rise Up students who use their inter- and intra-personal skills in a positive way throughout the week and a way to encourage other students to do the same. If certain students do not exhibit the use of key social-emotional skills during class, at recess, and at other times throughout the academic week, they will not participate in the second session of Rise Up. The MLP mindfulness coach communicates with teachers and school staff to determine if students are able to go to the second Rise Up session (referred to as SWAG) based on student behavior. This close collaboration with teachers regarding Rise Up students extends to teachers having the ability to track Rise Up students' social-emotional and behavioral progression in the form of Rise Up report. After each Rise Up session the MLP mindfulness coach writes reports on each students' progression towards key social-emotional behaviors involving the Relational Capacity, Capacity to regulate, and Self Development. The Rise Up reports enable teachers to have key information about students' behavioral needs and enables conversations to take place involving behavioral support for students. In total, students are supported by the MLP coach to hone-in on key inter- and intrapersonal skills through the exploration of lived experiences and community building. The student to MLP coach ratio is 8:1, helping create tightly formed communities founded on mutual trust through mindfulness practices.

In addition to Mindful Community and Rise Up, MLP also provides specialized sessions of 2:1 groups that feature the MLP mindfulness coach holding curated sessions with two students. The goal of these sessions are to build stronger trust and relationships with students, give extra support to students who may be struggling in Rise Up or in their class, give students a space to be seen and heard by their peers, and to give students an opportunity to work on mindfulness skills directly with their mindfulness coach. These 2:1 sessions are done in public spaces with the door open or in the school's hallways. The MLP coach has specific instructions to never allow one-on-one sessions with a student.

To build whole-school wellness, MLP also provides teachers and families with their own wellness sessions regularly. For teachers, these occur monthly at whole-staff meetings and touch on topics such as avoiding stress, how to incorporate mindfulness into the classroom, and building a wellness practice. MLP also provides teachers with professional development seminars that focus on how to teach mindfulness. For family wellness practices, MLP will collaborate closely with school administration to provide mindfulness sessions during school events such as Back to School Night, principal meetings (e.g. Principal Coffee Chats), and other school community events that occur throughout the year. The MLP Mindfulness Coach will also have opportunities to be involved in various student-support meetings, such as the Care and Cost Meetings, whole-school meetings, assemblies, and other various support engagements that happen throughout the year. MLP aims to engage with families and also help build larger community engagement between school administration, teachers, young people, and families.

MLP measures the efficacy of our programs through a rigorous data collection process. Through our programs, MLP tracks students' social emotional development, teachers' perception of MLP's programming, and how students respond to mindfulness. Student SEL Surveys are administered to measure the impact and experiences of MLP programming on students' SEL development. In order to track growth among students, the survey is administered three times throughout the school year (September, January, April/May). Additionally, results from the survey serve as measures of the effectiveness of MLP programming and provide an opportunity to flag any potential areas of concern or excellence. From the results, we strive to see a high percentage of students reporting positive impacts for each questions using the following goals:

- 85% or greater: Exceeds expectations
- 80% to less than 85%: Meets expectations
- 75% to less than 80%: Below expectations
- Less than 75%: Far below expectations

In addition to students, teachers are also surveyed about their perceptions of the effectiveness of MLP programming on their teaching experience throughout the school year. This survey includes questions on changes to the quality of their instruction and student SEL development based on the Mindful Community and Rise Up programs, as well as their perceptions of their MLP instructor's ability to implement MLP programming. The first teacher survey is administered in January and serves as a mid-year pulse check on the impact of our programming and is intended to help identify strengths and inform any areas of concern for the remainder of the year. The second teacher survey is administered at the end of the year (April/May) and is crucial in understanding the impact of MLP at school sites and overall. The questions rated on a scale of 1 to 10 (Extremely Ineffective to Extremely Effective) and are evaluated using the following goals:

- 8.5 or greater: Exceeds expectations
- 8 to less than 8.5: Meets expectations
- 7.5 to less than 8: Below expectations
- 7.5 or below: Far below expectations

To track the impact of our programs on school climate and communities, MLP sets specific metrics as goals for our programs. Both Mindful Community programming and Rise Up programming have specific quantifiable goals. For Mindful Community, MLP has four overall goals, each with specific metrics to track goal completion.

The Mental, Emotional, and Behavioral Health Goal looks to empower students, teachers, school leaders and families through mindfulness-based social emotional learning leading to a foundation of mental and emotional health both at the individual level and in the school community level. In this goal, MLP looks to see the following:

- 85% of teachers report that MLP programming has improved their wellbeing,
- 85% of teachers report incorporating mindfulness practices into their daily lives,
- 85% of students report that participating in MLP programming supports their mental health through emotional awareness
- 90% or more of students report that participating in MLP programming contributes positively to their well-being
- 90% or more of students report that participating in MLP programming contributes positively to their healthy decision-making
- 90% or more of students report mindfulness being important to them

For our second Mindful Community goal, MLP looks to impact Classroom Culture through teaching mindfulness to students. The specific metrics associated with this goal is as follows:

- 85% or more of teachers report increased quality teaching time
- 85% or more of teachers report incorporating mindfulness practices into their teaching strategies
- Teachers will report an increase of quality teaching time an average of 20 minutes per school day as compared prior to MLP programming.
- Teachers rate at least 8.25 out of 10 on the impact of MC on creating a healthier learning environment
- 80% or more of students will report being able to work well with others in class without distracting others
- 80% or more of students will report being able to pay better attention in class
- 80% or more of students will report that they follow and respect teachers directions

MLP's Social Emotional Learning goal details how MLP programming will increase student Social-emotional learning skills through programming that targets students' familiarity and comfort with their own emotions and those of others, connectedness to others, and personal growth. This goal is defined by having 80% or more of students reporting that MLP programming positively impacted the following inter- and intra-personal skills: self-regulation/self-control, connectedness to peers and adults, identifying, communicating, and regulating emotions, following directions and staying on task in groups. problem solving, identity development, empathy, resilience, healthy decision making, and conflict resolution. Additionally, this goal also calls for 80% of teachers reporting that MLP positively impacted their students in the following areas: following classroom instruction, working well with others, ability to pay attention, self regulation/emotional regulation, and self-awareness.

MLP's last Mindful Community goal focuses on School Culture. MLP mindfulness programming supports healthy school culture by creating an improved school climate where mindfulness is embedded in classrooms and school systems and students, families, and educators build whole-community wellness & equity through mental well-being and emotional health. The metrics for this goal are as follows:

- Students and teachers report high satisfaction of MLP programming as proven by 90% or more of respondents wanting MLP to return in the following school year.
- 90% of teachers will report that MLP has embedded itself as a key support and resource for mindfulness within the school community.
- Continued annual decrease in discipline rates with the goal of reaching the following:
 - Year 1 - 50% decrease when compared to the base year
 - Year 2 - 60% decrease when compared to the base year

- Year 3 - 70% decrease when compared to the base year
- Year 4 and on - Rates not to exceed year 3 levels moving forward
- 85% of staff and families report satisfaction with mindfulness sessions
- Teachers rate at least 8.25 out of 10 that MLP supports a common language and practices that support emotional and mental health
- Teachers rate at least 8.25 out of 10 that students and teachers consistently use mindfulness vocabulary and practices throughout the school day
- Teachers rate the MC program overall at least 8.5 out of 10

Similarly to Mindful Community, MLP has defined specific metrics for Rise Up to analyze and track students' social-emotional development and the impact of our mindfulness-based programs.

The first goal we look for is a Mental, Emotional, and Behavioral Health goal for our Rise Up students. Through mindfulness-based social emotional learning programming, MLP will help build a foundation of mental and emotional health both at the individual level and at the school community level. The quantitative metrics associated with this goal are as follows:

- 90% or more of students report that participating in Rise Up supports their mental health
- 90% or more of students report that participating in Rise Up contributes positively to their well-being
- 90% or more of Rise Up students report mindfulness being important to them
- 90% or more of Rise Up students are referred to SWAG (an additional session of Rise Up) weekly
- 90% or more of Rise up students report that mindfulness through expressive arts helped their mental/emotional and behavioral health
- 90% or more of Rise up students report that mindfulness through hip hop/poetry activities helped their mental/emotional and behavioral health
- 90% or more of Rise up students report that mindfulness through theater helped their mental/emotional and behavioral health
- 90% or more of Rise up students report that mindfulness through yoga/mindful movement helped their mental/emotional and behavioral health
- Teachers will rate at least 8.25 out of 10 the impact of Rise Up on students' mental and emotional well-being

Our second goal related to MLP's Rise Up programming involves the impact of classroom culture as related to quality of instruction by teaching mindfulness to students. When students and teachers have a community of practice of mindfulness and compassion

practices, teachers are able to spend more time on quality instructional minutes, rather than redirecting misbehaviors, distractions, or lack of being on task. Related to our Rise Up program, MLP looks to see the follow outcomes:

- 85% of teachers will report an improvement in classroom culture because of Rise Up programming
- 85% of teachers will report that Rise Up improved Rise Up students healthier behaviors in the classroom
- 85% of teachers will report that Rise Up improved Rise Up students ability to contribute to creating a healthier learning environment
- 85% of teachers will report less disciplinary issues from Rise Up students in their classrooms by the end of the school year
- 85% or more of Rise Up students will report being able to work well in class without distracting others
- 85% of Rise Up students will report being able to pay attention in class
- 85% of Rise Up students will report that they follow teacher direction

Rise Up's third goal sees the increase student Social-emotional learning (SEL) skills. As our programming focuses the key social-emotional learning traits outlined by CASEL, we look to see the following metrics as related to key inter- and intrapersonal skills:

Results from student Pre and Post SEL administered survey to all RU students will show that at least 85% of RU students will report positive impacts in the following areas:

- self-regulation/self-control
 - connectedness to peers and adults
 - identifying, communicating, and regulating emotions
 - following directions and staying on task in group
 - problem solving
 - identity development
-
- At least 85% of Rise Up students will show growth from quarter over quarter in each of the Rise Up Report evaluation categories (Relational Capacity, Capacity to regulate, self development) with all at-risk students reaching a score of at least 2.75 in each category by the end of the school year.
 - Teachers will rate at least 8.25 out of 10 the impact of Rise Up on students' relational capacity
 - Teachers will rate at least 8.25 out of 10 the impact of Rise Up on students' capacity to regulate
 - Teachers will rate at least 8.25 out of 10 the impact of Rise Up on students' self development

MLP's next goal relating to our Rise Up programming relates to building and supporting school cultures. Working towards building whole-community wellness & equity through mental well-being and emotional health, MLP looks to see the following metrics:

- Decreases in total discipline incidents among Rise Up students by 40% compared to the base line once they have participated in Rise Up programming by the end of the year
- 90% or more of Rise Up students report an increased sense of belonging
- 85% or more of teachers report that they regularly review Rise Up report data and use them to support Rise Up students' growth
- Teachers will rate at least 8.25 out of 10 the impact of Rise Up program overall

The goals and outcomes of both Mindful Community and Rise Up are derived from data collected from the Social Emotional Learning Surveys and Teacher Surveys distributed throughout the year. Below are the descriptions and information related to the following surveys.

In addition to MLP's direct service programming to schools, MLP also provides hybrid programming so more schools can have access to mindfulness based SEL programs and resources. Through our Mindfulness 360 program schools serving TK-8th grade students are able to participate in both in person and virtual mindfulness based programming for the duration of 16-32 weeks. Mindfulness 360 is provided to schools by MLP's Partnerships Department. This department includes the Director of Partnerships and 2 Mindfulness 360 Specialists who are dedicated to supporting their own individual schools. Mindfulness 360 kicks off with a welcome assembly for all students and staff to participate in. This allows students to build a general understanding of mindfulness and what they can expect to learn during their weekly virtual sessions. MLP will also provide a kick off teacher professional development prior to beginning weekly programming. After the kick off assembly and initial teacher PD, MLP works with each school to create a virtual schedule that allows for MLP staff to provide weekly virtual sessions. MLP has culturally relevant and trauma informed curricula that were created with age appropriate student development in mind. Throughout the Mindfulness 360 partnership schools can receive additional assemblies reinforcing concepts being taught in the classroom as well as additional teacher professional developments. Just like MLP's direct service program it's important to MLP to provide whole community programming. With this in mind, MLP will also coordinate with the school admin to plan opportunities to engage with families both during and outside of school time.

MLP's Mindfulness 360 program assesses the impact of our programming through surveying students and teachers on social emotional learning impacts. These surveys are

created utilizing competencies outlined by CASEL. The competencies we focus on for Mindfulness 360 are relational capacity, self management, and self and social awareness. We survey students at the beginning of the program, prior to receiving virtual programming, to understand where their social emotional learning development is at. Then, at the end of the program, we conduct the same survey to see the impacts on their SEL over time after participating in MLP programming. Teachers are also surveyed to understand their perspective of impact on their students' social emotional learning. Mindfulness 360 has been offered to over 100 schools across the nation in the last 3 years and has been utilized as a bridge program for schools to be introduced to MLP programming and eventually sign up for our full time direct service programming. Mindfulness 360 has similar metrics that our direct service programming has as well. We look for impacts on student SEL skills, teacher overall program satisfaction and personal wellness impacts, along with school culture and climate impacts. MLP looks to hit a general benchmark of 80% positive response rate on all metrics for Mindfulness 360. Once data is collected and analyzed, MLP creates reports that we share with school admin and district leadership. These reports are available at the end of the partnership and allow all involved in the partnership to have an informed conversation about impacts as well as what future partnership could look like.

MLP is a growing organization that is deepening our impact and scaling throughout the Bay Area and beyond. We recently completed a three year strategic plan that maps out the growth and scale of our programming along with how we plan to continue to build out the capacity of our team as we grow as an organization. With this plan we see expansion throughout the areas we serve as a goal, creating a TK-8th grade pathway to provide mindfulness based SEL programming to young people throughout critical developmental stages of their lives. Currently, MLP has the capacity to serve five direct service schools for the 2023-2024 school year. As we aim to create a pathway of mindfulness-based social-emotional learning programming for students from grade TK-8th grade, MLP envisions a future partnership with the areas we serve School District that is expansive and encompassing. Similar to other school districts that MLP already has partnerships with, MLP aims to build whole district implementation of our programs. MLP has already accomplished this goal with our partnership with Pittsburg Unified School District: every elementary school in Pittsburg has MLP programming! We are also in the majority of Antioch elementary schools as well. MLP envisions a similar partnership with the areas we serve School District. As MLP builds the capacity to reach this goal, we are able to provide our innovative Mindfulness 360 programs to the remainder of VCUSD elementary and middle schools who do not receive our direct-service full time in-person programs.



8/25/2023

To Whom it May Concern in Oakland Unified School District:

This letter provides confirmation that Mindful Life Project is responsible for each employee to get fingerprinted and get TB tested with clearance of both prior to working in schools. Upon demand Mindful Life Project will provide OUSD fingerprinting and TB test passage.

If Fingerprint and/or TB Test Waiver(s) are requested AND subsequently APPROVED, the associated items above are also waived.

Mindful Life Project will also provide ATI numbers for the people working on behalf of the organization at OUSD schools on the invoice.

If Fingerprint and/or TB Test Waiver(s) are requested AND subsequently APPROVED, the associated items above are also waived.

Thanks,

JG Larochette
Founder and Director
Mindful Life Project
jg@mindfullifeproject.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2023

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 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 M A Hays Insurance CA License #0094750 232 Broadway Richmond CA 94804		CONTACT NAME: Joel Rubinstein PHONE (A/C, No, Ext): (510) 235-0353 E-MAIL ADDRESS: joel@mahays.com FAX (A/C, No): (510) 235-5058	
INSURED Mindful Life Project 1001 Canal Blvd., Suite A-0 Richmond CA 94805		INSURER(S) AFFORDING COVERAGE INSURER A: Non-profits Insurance Alliance INSURER B: California State Fund INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL178704485 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 INSR	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Cyber	X		202352479	8/2/2023	8/2/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 Cyber \$ 25,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			202352479	8/2/2023	8/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			202352479	08/02/2023	8/2/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	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	921568123	8/8/2023	8/8/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Abuse & Molestation			202352479	8/2/2023	8/2/2024	Each Claim \$1,000,000 Aggregate Limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is also an additional insured.

CERTIFICATE HOLDER Oakland Unified School District Attn - Risk Management 1011 Union Street, Site 987 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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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):

*Oakland Unified School District, Attn: Risk Management
1011 Union St., Ste 987, Oakland, CA 94607*

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.