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

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Meeting Date** September 11, 2024

**Subject** 2024-2025 Service Agreement (Cost) with:  
 Contractor: SEAL, Milpitas, CA  
 Services For: 954-English Language Learner and Multilingual Achievement Department

## Ask of the Board

Ratification by the Board of Education of a Services Agreement 2024-2025 by and between the District and SEAL, Milpitas, CA, for the latter to provide: a webinar series on dual language pedagogy for OUSD teachers and leaders to attend. 20 site and central staff will attend three full days of in-person conferences. SEAL will also provide services funded through them which include three in-person support days and central office staff technical assistance in the implementation for the period of August 6, 2024 through June 30, 2025 in an amount not to exceed \$50,000.00.

## Background

(Why are they needed? Why was this vendor selected?)

We need support in developing our expertise and supporting quality implementation of high-quality dual language pedagogy with particular attention to equity for ELLs and Black students. This particular vendor provides high-quality PD and capacity building for the SEAL model, which integrates language, literacy, and content in a joyful classroom environment.

Term Start Date: 08/06/2024 End Date: 06/30/2025

Not-To-Exceed Amount & Funding Source(s) 7819 Funding Resource name(s) (detailed below) not to exceed: \$50,000.00.

Dual Language Immersion

Competitively Bid  Yes  No If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$114,500.00, list the exception(s) that applies:

Services Agreement under \$114,500.00

District In-Kind Contributions OUSD Staff Time (Beyond Basic Supervision & Support):  Yes  No

Supplies and Materials (Including Food) :  Yes  No

District Facilities Workspace:  Yes  No

Technology Hardware and/or Software:  Yes  No

Other:  Yes  No

**Specific Outcomes** Build the capacity of leaders and teachers at three sites (Esperanza, ICS, and Greenleaf) to improve the quality of dual language instruction with a focus on language instruction for English Language Learners and Spanish Language Learners. Build capacity of district systems in support of dual language programming including assessment articulation, language allocation, and professional development systems to support all dual language schools.

**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) 2024-2025 Services Agreement including Scope of Work

## Services Agreement 2024-2025

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 data and 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.** Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under 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 via email and either (i) personally delivered during normal business hours or (ii) 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 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. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and

environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.

28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **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.
36. **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.

37. **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.
38. **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.
39. **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.
40. **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.
41. **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.
42. **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.

43. **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: SEAL Signature: Ben Buis

Position: Officer (Executive) Date: 08/14/2024

*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: SONDRA AGUILERA Signature: Sandra Aguilera

Position: CHIEF ACADEMIC OFFICER Date: 08/12/2024

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

Name: Kyla Johnson-Trammell Signature: Kyla Johnson-Trammell

Position: Superintendent and Secretary, Board of Education Date: 09/13/2024

*Approved as to form by OUSD Legal Department 7/8/24.*

**SERVICES AGREEMENT**

**EXHIBIT A**

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

SEAL

**VENDOR:** \_\_\_\_\_

1. **Services.** Describe the SERVICES VENDOR will provide:

See Attached Scope of Work

2. **Term.**

- a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

**Start Date:** August 6, 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:** June 30, 2025

3. **Compensation.**

- a. The basis for payment to VENDOR shall be:

Hourly Rate: \_\_\_\_\_ per hour

Daily Rate: \_\_\_\_\_ per day

Weekly Rate: \_\_\_\_\_ per week

Monthly Rate: \_\_\_\_\_ per month

Per Student Served Rate: \$2,500.00 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:** \$50,000.00

13. **Legal Notices.**

OUSD

Site/Dept: Legal Department  
Address: 1011 Union Street, Site 946  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-5060  
With a copy via email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

VENDOR

Name/Dept: SEAL  
Address: 521 Valley Way  
City, ST Zip: Milpitas, CA 95035  
Phone: 408-256-0247  
Email: ben@seal.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?

No, the SERVICES would not be able to continue.

Yes, the SERVICES would be able to continue as described herein.

Yes, but the SERVICES would be different than described herein, they would be as follows:

Services would be provided via zoom /on-line without site access.



## Heising-Simons Foundation Proposal

### SEAL & Oakland Unified Partnership: Building Capacity for Transformational, Equity Focused Multilingual Education

#### **Project Need and Context**

Oakland Unified School District (OUSD) is located in the 4th most diverse city in the US (World Population Review). Of the 34,000 students currently enrolled, 45% are Latino, 21% African American, 11% Asian and 11% White. Over 50% speak a language other than English, with close to 33% designated English Language Learners (ELLs). As an urban hub, OUSD outpaces other districts in enrollment of newly arrived immigrants; many are children of migrant families seeking asylum from Central America, with the largest group from Guatemala, speakers of Mayan Mam. 73% of students qualify for free and reduced lunch.

OUSD celebrates and embraces the linguistic and cultural assets of our diverse community. At the same time, despite focused efforts in Oakland to provide quality services to our multilingual learners, they have not yet adequately provided an instructional program that is responsive to our ELLs, leading to persistent opportunity and achievement gaps. Additionally, OUSD has not created adequately inclusive schools that embrace the assets of *all* students, including our newcomer students and low-income Black students who are generally precluded from the promise of multilingual programming.

The research is clear, and the OUSD data story corroborates that dual language programming leads to the strongest student outcomes over time, for all students. For this reason, OUSD has articulated a vision to “eliminate the achievement and opportunity gaps by providing a high quality PK-12 multilingual pathway for English Language Learners and native English speakers in a mutually supportive, multicultural learning environment” ([OUSD Roadmap to ELL Achievement, 2021-2014](#)). To this end, they have developed 8 dual language schools in OUSD serving 3300 students.

While students in these programs across demographic categories perform better than their peers in English-only instructional models, OUSD has work to do to address the lack of parity in quality across these schools and to address gaps in who is served well. To fully address the equity and opportunity gaps, they are currently working with three sites (Esperanza, International Community School, and Greenleaf), all with strong foundations in program and practice, to transform their one-way programs that only serve ELLs, into two-way programs that

serve ELLs and other children from the community, specifically low-income Black students. To date, they have focused on recruitment of low-income English-only families, the cultivation of linguistically and culturally responsive classrooms for all students, and development of Spanish Language Development supports. The next step must be to lean fully into Dual Language pedagogy and instructional quality so that they can realize their vision of serving students of all language backgrounds and experiences.

### **Full Project Overview**

SEAL will support OUSD teachers and leaders to deepen the quality of their dual language programs with a main focus on enhancing support for three schools as they transition from one-way dual language programs to become two-way programs that serve native Spanish speakers and English-dominant Black students across Oakland. The project will begin in the fall of 2024. We will launch with a customized in-person support day for all the DL teachers and leadership at the three sites. Through [DLIG](#) funding, OUSD will pay for 20 teachers and leaders to participate in the two year DL Pedagogy Teacher and Leadership Series. In addition to the series, SEAL will provide technical assistance (TA) to district and site leaders as well as customized/locally driven professional development (PD) to support implementation and contextualization. This begins with an in-depth needs assessment with the key stakeholders to determine a set of deliverables and focus areas. TA and PD involves support for teachers and for leadership, and will also involve delivering content and helping to plan for existing summer institutes for Dual Language teachers. All content is aligned to the *Guiding Principles for Dual Language Education*, California’s English Learner Roadmap Policy, and CDE’s publication: *Improving Education for Multilingual and English Learner Students*. The funding from the Heising-Simons Foundation would allow us to provide customized technical assistance and locally driven professional development to meet OUSD’s unique needs.

### **Milestones of Project Implementation – Year One (June/July 2024 – June 2025)**

#### **Technical Assistance (TA)**

- OUSD Needs assessment and planning (Fall 2024)
- Ongoing technical support of OUSD coaches, leadership and teacher lead team (throughout the year)

#### **SEAL State-wide Dual Language Series (Paid for through DLIG grant)**

- DL Series Teacher Webinar #1: Inspiring Positive Bilingual Identity (September 2024)
- DL Leadership Webinar #1: Leading for equity, collaboration and continuous improvement (September 2024)
- DL Convening #1: Bilingual Education: Grounding our work in history, research and best practices (Fall 2024)

- DL Series Teacher & Leadership Webinar #2: Oral Language (December 2024)
- DL Convening #2: Authentic, Effective Biliteracy Instruction and Assessment for Multilingual Learners (Spring 2025)
- DL Series Teacher Webinar #3: Scaffolding Language (Late-Spring 2025)
- DL Leadership Webinar #3: Family and Community Partnerships (Late-Spring 2025)

#### **Customized/locally driven professional development (PD)**

- OUSD Project Kick-Off Day and introduction to the Partnership - Engaging teachers in mapping out strengths and areas of growth. (Fall 2024)
- OUSD Day long PD day: Diving deeper into planning for biliteracy and oral language strategies (January 2025)
- Classroom demonstrations of strategies to support biliteracy and language development
- OUSD Multilingual Institute: Two days of SEAL presentations for all interested DL teachers from the 8 OUSD DL sites (Summer 2026)

#### **Milestones of Project Implementation – Year Two (July 2025 – June 2026)**

##### **Technical Assistance (TA)**

- Ongoing technical support of OUSD coaches, leadership and teacher lead team (throughout the year)

##### **SEAL State-wide Dual Language Series**

- DL Series Teacher Webinar #4: Holistic, Formative Bilingual Assessment- deepening our toolkit (September 2025)
- DL Leadership Webinar #4: Inclusive Partnerships, Assessments and Designated ELD through a leadership lens (September 2025)
- DL Convening #3: D-ELD, Cross Language Connections and the Genius of the Dual Language Brain (Fall 2025)
- DL Series Teacher & Leadership Webinar #5: Enacting Successful Designated ELD (December 2025)
- OUSD Day long PD day: Topic - TBD determined by lead teacher team needs assessment (January 2026)
- Classroom demonstrations of strategies to support ELD and formative assessment
- DL Convening #4: Disrupting Inequity, Celebrating Diversity, and Enacting Cross Cultural Competence and Critical Consciousness in our Schools (Spring 2026)
- DL Series Teacher Webinar #6: Culmination of Learning and Performance Tasks (Late-Spring 2026)
- DL Leadership Webinar #6: Carrying the torch for Dual Language (Late-Spring 2026)



### **Customized/locally driven professional development (PD)**

- OUSD Multilingual Institute: SEAL will present at this district-wide PD opportunity for all interested DL teachers (Summer 2025)
- OUSD Day long PD day: Thematic planning: Integrating language, biliteracy and content
- Classroom demonstrations of strategies to support biliteracy and language development
- OUSD Multilingual Institute: SEAL DL presentations in this space for interested DL teachers (Summer 2026)

### **Evaluation**

In spring of 2025 and 2026, participating teachers and administrators will take the SEAL Dual Language End of Year Survey. The survey will ask about impacts of the DL Pedagogy Series on high-quality instructional practices in DL programs, student behaviors (for example, students' use of academic vocabulary in both languages), and partnership practices with families participating in the DL programs. In addition, teachers and administrators will fill out feedback surveys following each webinar and convening.

### **Expansion– Internal Capacity and Moving to Scale**

While the scope of this grant is to support implementation of the SEAL approach in 3 Dual Language schools, our hope is that we will eventually expand to all 8 of OUSD's dual language schools, benefiting over 3,000 students. A slow roll-out will help us to understand the conditions for successful implementation. Additionally, to build OUSD's capacity to support this work internally, OUSD has secured funding for a Teacher on Special Assignment (TSA) dedicated to supporting quality implementation at the 3 schools through professional development, coaching and modeling of lessons in-between SEAL sessions. The TSA position will also strengthen and accelerate OUSD's internal capacity building so that the SEAL strategies can be incorporated into their existing toolkits and professional development offerings available to all schools, both dual language and English-medium instructional contexts.

	Year 1
<b>TOTAL DIRECT EXPENSES</b>	
<b>Customized/locally driven professional development (PD) and Technical Assistance (TA)</b>	Heising-Simons Foundation Proposal
● Orientation Session and Getting Started Institute	\$50,000

<ul style="list-style-type: none"> <li>● OUSD Project Kick-Off Day and introduction to the Partnership &amp; Celebrating Multilingualism with welcoming and affirming classrooms (Fall 2024)</li> <li>● OUSD Day long PD day: Signature Unit Planning Day &amp; Language Functions (January 2025)</li> <li>● 1 day of on-site classroom demonstrations of strategies to support biliteracy and language development with two SEAL trainers- <i>Building internal capacity of ELLMA coach to continue providing classroom support</i></li> <li>● Two days of SEAL DL presentations for OUSD Multilingual Institutes (Summer 2025) Serving roughly 70 teachers from all the OUSD DL sites</li> <li>● 23 additional hours of TA support to embedded OUSD coaches and leadership for support with strategy implementation and systems change</li> </ul>	
<a href="#"><u>Teacher and Leadership Pedagogy Series</u></a> (covered through DLIG grant)	DLIG Grant
20 teachers and leaders from 3 OUSD DL sites \$2500 per participant per year	\$50,000 (DLIG)
<b>TOTAL EXPENSES</b>	<b>\$100,000</b>