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Enactment Number	
Enactment Date	



**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
Kim Jones, Director, Oakland Adult & Career Education

Meeting Date May 14, 2025

Subject Amendment No. 1 - No-cost Agreement between Oakland Unified School District/Oakland Adult & Career Education and BOSS (Building Opportunities for Self-Sufficiency)

Ask of the Board Approval by the Board of Education of Amendment No. 1 to the Services Agreement 2023-2024 - No Cost by and between the District and Building Opportunities for Self-Sufficiency (BOSS), Oakland, CA, for the latter to continue to provide classroom space(s) at Eastmont Town Center located at 6955 Foothill Blvd, Oakland to Convene quarterly partnership meetings for program evaluation and continuous improvement strategies; provide barrier removal and direct assistance to referred individuals; coordinate/communicate with OACE staff regularly to address any issues that arise during service participation; and administer grant funds for approved expenses via Adult and Career Education Department, extending the term of the agreement from December 1, 2023 through June 30, 2025 to June 30, 2028, at no cost to the District.

Background BOSS will provide classroom space(s) at Eastmont Town Center located at 6955 Foothill Blvd, Oakland, CA. Provide barrier removal and direct assistance to referred individuals as needed including transportation vouchers, clothing, books, supplies. Provide case management, life skills coaching, job readiness services, and job search assistance to referred individuals. Coordinate/communicate with OACE staff regularly to address any issues that arise during service participation.

Fiscal Impact This is a No-Cost Service Agreement. No Fiscal Impact

Attachment(s)

- Amendment No. 1 - Services Agreement No-Cost
- Original Agreement File #23-2594, Enactment No. 23-2072



Amendment No. 1 to
23-2594

(“Original Agreement”)

This Amendment (“AMENDMENT”) amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, “AGREEMENT”). Except as explicitly stated herein, all provisions and terms of the AGREEMENT remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein.

A. Services.

- ☒ The SERVICES are unchanged.
- ☐ The SERVICES have changed as indicated below:
 - ☐ A description of the changes in the SERVICES is attached.
 - ☐ The changes in the SERVICES involve the following:

B. Term.

- ☐ The term of the AGREEMENT is unchanged.
- ☒ The term of the AGREEMENT has changed as indicated below:
Original End Date: 6/30/2025
New End Date: 6/30/2028

C. Compensation.

- ☒ The not-to-exceed amount in the AGREEMENT is unchanged
- ☐ The not-to-exceed amount in the AGREEMENT has changed as indicated below:

Original not-to-exceed amount is \$ 0.00.

The original not-to-exceed amount
shall be increased by:

\$ _____

The original not-to-exceed amount
shall be decreased by:


\$ _____

The new not-to-exceed amount is \$ 0.00.

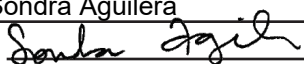
- D. **Insurance.** To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.
- E. **Suspension.** To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the 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.
- F. **Legal Notices.** To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the AGREEMENT. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.
2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

VENDOR

Name: Donald Frazier
Signature: 
Position: Chief Executive Officer
Date: 3/11/2025

OUSD

Name: Sondra Aguilera
Signature: 
Position: Chief Academic Officer
Date: 4/18/2025

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

Name: Kyla Johnson-Trammell
Signature: _____
Position: Superintendent and Secretary, Board of Education
Date: _____

Template approved as to form by OUSD Legal Department.

Board Office Use: Legislative File Info.	
File ID Number	23-2594
Introduction Date	11/16/2023
Enactment Number	23-2072
Enactment Date	11/16/2023 er



**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
Kim Jones, Director, Oakland Adult & Career Education

Meeting Date November 16, 2023

Subject Services Agreement (No-Cost) Building Opportunities for Self-Sufficiency (BOSS) and OUSD/Oakland Adult & Career Education

Ask of the Board Approve the No-Cost Services Agreement between BOSS and OUSD/ Oakland Adult & Career Education for the period of December 1, 2023 through June 30, 2025.

Background BOSS will provide classroom space(s) at Eastmont Town Center located at 6955 Foothill Blvd, Oakland, CA. Provide barrier removal and direct assistance to referred individuals as needed including transportation vouchers, clothing, books, supplies. Provide case management, life skills coaching, job readiness services, and job search assistance to referred individuals. Coordinate/communicate with OACE staff regularly to address any issues that arise during service participation.

Discussion Building Opportunities for Self-Sufficiency (BOSS) and Oakland Adult and Career Education (OACE) are partnering to provide Adult and Career Education to community members who are in need of increasing their education and job skills in order to find full time employment. The project is funded by the California HIRE (Helping Justice-Involved Reenter Employment) Program.

Fiscal Impact There is no fiscal impact.

Attachment(s)

- Services Agreement - No-Cost



NO COST 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 ("BOSS," (Building Opportunities for Self-Sufficiency) together with OUSD, "PARTIES") named in Exhibit A, attached hereto and incorporated herein by reference. Unless otherwise stated herein, "VENDOR INDIVIDUAL" includes (to the extent they exist): BOSS Board members, officers, trustees, and directors; BOSS employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under BOSS's direction, invitation, or control.

The PARTIES hereby agree as follows:

1. Services. BOSS 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. BOSS agrees to provide the SERVICES at no cost to OUSD. However, OUSD understands and acknowledges that BOSS may impose certain costs on families and students but only as permitted in Exhibit A.
4. Suspension. If OUSD, at its sole discretion, develops health and safety concerns related to BOSS's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to BOSS to suspend this AGREEMENT, in which case BOSS shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate BOSS for the SERVICES satisfactorily provided through the date of suspension.
5. Termination. Upon termination consistent with this Paragraph (Termination), BOSS shall provide OUSD with all materials produced, maintained, or collected by BOSS 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 BOSS. OUSD shall compensate BOSS 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. BOSS 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. BOSS 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 BOSS to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to BOSS. 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. BOSS 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 40 (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 BOSS for the SERVICES satisfactorily provided through the date of termination.

6. Data and Information Requests.

- a. BOSS shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. BOSS shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to BOSS in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when BOSS's programs and school site(s) change (either midyear or in subsequent years), BOSS shall promptly update the information in the database.

7. Confidentiality and Data Privacy.

- a. OUSD may share information with BOSS pursuant to this AGREEMENT in order to further the purposes thereof. BOSS and BOSS 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. BOSS understands that student data is confidential. BOSS or BOSS INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after BOSS and OUSD execute (i) a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E, if BOSS is a software BOSS, or (ii) the OUSD Data Sharing Agreement, if BOSS is not a software BOSS. Notwithstanding Paragraph 23 (Indemnification), should BOSS or BOSS INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, BOSS 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.
- 8. Copyright/Trademark/Patent/Ownership. BOSS 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 BOSS in connection with the SERVICES performed under this AGREEMENT. BOSS 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 BOSS's prior written consent, use BOSS's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 9. Alignment and Evaluation.
 - a. BOSS 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 BOSS or BOSS 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 BOSS or BOSS INDIVIDUALS, and (ii) announced and unannounced observance of BOSS or BOSS INDIVIDUALS.

10. Inspection and Approval. BOSS 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. OUSD reserves the right to direct BOSS 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.

11. Equipment and Materials. BOSS shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
12. 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.
13. Status.
 - a. This is not an employment contract. BOSS, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If BOSS is a natural person, BOSS verifies all of the following:
 - (i) BOSS is free from the control and direction of OUSD in connection with BOSS's work;
 - (ii) BOSS's work is outside the usual course of OUSD's business; and
 - (iii) BOSS 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 BOSS is a business entity, BOSS understands and agrees that it and any and all BOSS 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. BOSS 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 BOSS INDIVIDUALS. BOSS verifies all of the following:
 - (i) BOSS is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) BOSS is providing the SERVICES directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and BOSS is in writing;
 - (iv) BOSS has the required business license or business tax registration, if the work is performed in a jurisdiction that requires BOSS to have a business license or business tax registration;
 - (v) BOSS maintains a business location that is separate from the business or work location of OUSD;

- (vi) BOSS is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) BOSS actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) BOSS advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) BOSS provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) BOSS can negotiate its own rates;
- (xi) BOSS can set its own hours and location of work; and
- (xii) BOSS 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.

14. Qualifications, Training, and Removal.

- a. BOSS represents and warrants that BOSS and all BOSS 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. BOSS 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. BOSS represents and warrants that all BOSS 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. BOSS agrees to immediately remove or cause the removal of any BOSS INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide BOSS with a basis or explanation for the removal request.

15. Certificates/Permits/Licenses/Registration. BOSS shall ensure that all BOSS 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.

16. Insurance.

- a. Commercial General Liability Insurance. BOSS 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 BOSS. The policy shall protect BOSS 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. BOSS 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.

17, Testing and Screening.

- a. Tuberculosis Screening. BOSS shall ensure that all BOSS 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 BOSS INDIVIDUAL, that BOSS INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that BOSS INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, BOSS shall obtain an x-ray of the lungs. BOSS, at its discretion, may choose to submit a BOSS 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 BOSS INDIVIDUALS providing the SERVICES, BOSS shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. BOSS confirms that no BOSS INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. BOSS shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, BOSS 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.

18. Incident/Accident/Mandated Reporting.
 - a. BOSS shall notify OUSD, via email pursuant to Paragraph 12 (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. BOSS shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. BOSS shall bear all costs of compliance with this Paragraph.
 - b. To the extent that a BOSS INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, BOSS agrees to inform that BOSS 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.
19. Health and Safety Orders and Requirements; Site Closures.
 - a. BOSS 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, BOSS is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that BOSS becomes unable to do so, BOSS 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, BOSS is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that BOSS becomes unable to do so, BOSS shall immediately inform OUSD in writing.
 - d. BOSS shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.
20. Conflict of Interest.
 - a. BOSS and all BOSS INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. BOSS 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. BOSS affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between BOSS'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, BOSS 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 BOSS receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, BOSS agrees it shall immediately notify OUSD in writing.
21. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. BOSS certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List <https://www.sam.gov/>.
 22. Limitation of OUSD Liability. OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
 23. Indemnification.
 - a. To the furthest extent permitted by California law, BOSS 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 BOSS's performance of this AGREEMENT. BOSS 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 BOSS arising out of the performance of this AGREEMENT. BOSS shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at BOSS's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that BOSS proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless BOSS and BOSS 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 BOSS and BOSS INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.

24. Audit. BOSS shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of BOSS transacted under this AGREEMENT. BOSS 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. BOSS 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 BOSS and shall conduct audit(s) during BOSS'S normal business hours, unless BOSS otherwise consents.
25. Non-Discrimination. It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, BOSS 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, BOSS agrees to require like compliance by all its subcontractor (s). BOSS shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
26. Drug-Free/Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, BOSS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
27. Waiver. No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
28. Assignment. The obligations of BOSS under this AGREEMENT shall not be assigned by BOSS without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
29. No Rights in Third Parties. This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
30. Litigation. This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.

31. Incorporation of Recitals and Exhibits. Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. BOSS agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
32. Integration/Entire Agreement of Parties. This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
33. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
35. Captions and Interpretations. Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
36. Calculation of Time. For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
37. Counterparts and Electronic Signature. This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. W-9 Form. If BOSS is doing business with OUSD for the first time, BOSS acknowledges that it must complete and return a signed W-9 form to OUSD.

39. 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.
40. Signature Authority.
 - a. Each PARTY has the full power and authority to enter 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), BOSS 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. BOSS agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
41. 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.

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:

BOSS

Name: Donald Frazier

Signature: _____



Position: Chief Executive Officer

Date: _____

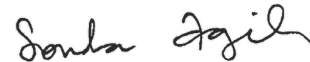
10/19/23

One of the terms and conditions to which BOSS specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that BOSS 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: _____



Position: _____

Date: 10/30/2023

☐ Board President (for approval)

☒ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell

Signature: _____



Position: Superintendent

Date: 11/17/2023

SERVICES
AGREEMENT
EXHIBIT A

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

BOSS: _____

1 . Services. Describe the SERVICES BOSS will provide: _____
Provide classroom space(s) at Eastmont Town Center located at 6955 Foothill Blvd, Oakland

to

Convene quarterly partnership meetings for program evaluation and continuous improvement strategies.

Provide barrier removal and direct assistance to referred individuals as needed including transportation vouchers, clothing, books, supplies.

Provide case management, life skills coaching, job readiness services, and job search assistance to referred individuals

Coordinate/communicate with OACE staff regularly to address any issues that arise during service participation

Administer grant funds for approved expenses including reimbursement for instructor(s) at a rate of \$100 per hour of instruction, collect participant data from OACE, and compile & submit reports to the funding entity

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: December 1, 2023

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. BOSS may impose the following costs on families and students:
No cost to students and families

12. 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
- BOSS
Name/Dept: Donald Fraizer, CEO
Address: 1918 University Ave, Suite 2A
City, ST Zip: Berkeley, CA 94704
Phone: (510) 649-1930
Email: dfrazier@self-sufficiency.org
16. 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 BOSS 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 BOSS has no employees.
17. 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 BOSS INDIVIDUALS will have no in-person contact with OUSD students.
 - ☒ *Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no BOSS INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).
19. 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.