

Board Office Use: Legislative File Info.	
File ID Number	25-1415
Introduction Date	6/11/25
Enactment Number	25-1029
Enactment Date	6/11/2025 CJH



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Clifford Hong, Middle School Superintendent
Tierre Mesa, Principal, Urban Promise Academy

Meeting Date June 11, 2025

Subject Agreement - Campos Foundation Grant - SmartLab Installation - Urban Promise Academy

Ask of the Board Approval by the Board of Education of an Agreement by and between the District and the Campos Foundation, Denver, CO, for the latter to provide use of grant funds to install SmartLab furniture and equipment that will support use of engineering and design curriculum and materials provided by SmartLab, for the period of February 17, 2025 through June 30, 2026, in the amount of \$250,000.00.

Background The Campos Foundation has provided a grant of \$180,000 to install a SmartLab in our computer science classroom. This will provide new furniture, computers, and various technology equipment to support provided Smart Lab curriculum. In addition, CSI funds have been encumbered to provide teacher training and maintenance of the lab.

Discussion This SmartLab will provide engaging computer science, engineering, and design projects to our computer science students. Through the implementation of high quality curriculum with state of the art technology and equipment, students will learn critical STEM skills and increase their knowledge of STEM careers available to them in the future.

Fiscal Impact The majority of this contract is funded by a grant provided by the Campos Foundation. A small portion of this contract is funded by restricted, one-time California School Improvement (CSI) funds that have already been approved for this use and encumbered.

Attachment(s)

- Agreement (to include Exhibit A)
- File #25-0896 - Grant Award - Campos Foundation – SmartLab, Enactment #25-0571 on 4/23/2025

**OAKLAND UNIFIED SCHOOL DISTRICT
SMART LABS
AGREEMENT**

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

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services ("SERVICES") as described in **Exhibit A**.
2. **Purchase of Assets.** OUSD shall purchase physical assets ("ASSETS") using funding from the Campos grant ("GRANT") as described in **Exhibit B**.
3. **Term.** The term ("TERM") of this AGREEMENT is established in **Exhibit A**.
4. **Compensation.**
 1. 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**.
 2. OUSD will purchase ASSETS in accordance with the Grant Terms stated in Exhibit B. OUSD shall not pay and shall not be liable to VENDOR for any additional asset costs of expenses beyond those described in **Exhibit B**.
 3. 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.
 4. 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.
 5. Payment for SERVICES shall be made for all undisputed amounts within sixty (60) days of the full execution of this AGREEMENT, in accordance with the terms of this AGREEMENT. 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.

5. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
 1. 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).
 2. 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.
 3. 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.
 4. 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.
 5. 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.
 6. 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.
6. **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. VENDOR shall reimburse OUSD for any funds not used.
7. **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.
 1. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to the VENDOR. VENDOR shall reimburse OUSD a prorated amount for services not 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.

2. 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. VENDOR shall reimburse OUSD a prorated amount for services not provided through the date of termination.
3. 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. VENDOR shall reimburse OUSD a prorated amount for services not provided through the date of termination.
4. 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.

8. Data and Information Requests.

1. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
2. 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.

9. Confidentiality and Data Privacy.

1. 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.
2. 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.
3. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

10. **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.

11. **Alignment and Evaluation.**

1. 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.
2. 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.

12. **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.
13. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
14. **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.
15. **Status.**
1. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 2. If VENDOR is a natural person, VENDOR verifies all of the following:
 1. VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 2. VENDOR's work is outside the usual course of OUSD's business; and
 3. 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.
 3. 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:
 1. VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 2. VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
 3. the contract between OUSD and VENDOR is in writing;
 4. 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;
 5. VENDOR maintains a business location that is separate from the business or work location of OUSD;

6. VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
7. VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
8. VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
9. VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
10. VENDOR can negotiate its own rates;
11. VENDOR can set its own hours and location of work; and
12. 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.

16. Qualifications, Training, and Removal.

1. 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.
2. 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.
3. 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.

17. 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.

18. Insurance.

1. 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**.

2. 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**.

19. Testing and Screening.

1. 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**.
2. 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**.

20. Incident/Accident/Mandated Reporting.

1. 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.

2. 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.

21. Health and Safety Orders and Requirements; Site Closures.

1. 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").
2. 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.
3. 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.
4. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

22. Conflict of Interest.

1. 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.
2. 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.
3. 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.

23. 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/>).

24. **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.

25. **Indemnification.**

1. 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.
2. 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 negligence in the 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.

26. **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.

27. **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.

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

35. **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.
36. **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.
37. **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.
38. **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.
39. **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.
40. **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.
41. **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.
42. **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.
43. **Signature Authority.**

1. 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.
2. 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.

44. **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: Geoff Brovich Signature: Geoff Brovich

Position: Chief Financial Officer Date: May 15, 2025

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: Jennifer Brouhard Signature: Jennifer Brouhard

Position: President, Board of Education Date: 6/12/2025

- ☒ 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: 6/12/2025

Approved as to form by OUSD Legal Department

Name: Roxanne De La Rocha Signature: Roxanne De La Rocha Date: 05/15/2025

SERVICES AGREEMENT EXHIBIT A

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

VENDOR: SmartLab

- **Services.** Describe the SERVICES VENDOR will provide: _____
Detailed in attached proposal

- **Term.**
 - 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: February 17, 2025

- 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, 2026

- **Compensation.**
 - The basis for payment to VENDOR shall be:
 - ☐ Hourly Rate: _____ per hour
 - ☐ Daily Rate: _____ per day
 - ☐ Weekly Rate: _____ per week
 - ☐ Monthly Rate: _____ per month
 - ☐ Per Student Served Rate: _____ per student served
 - ☒ Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): _____
Upon signed agreement, \$210,867.27
- 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: \$250,000.

13. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

With a copy via email: ousdlegal@ousd.org

VENDOR

Name/Dept: Geoff Brovich

Address: 1801 Lefthand Circle, Suite C
City, ST Zip: Longmont, CO 80501
Phone: 518-487-0813
Email: geoffrey.brovich@creativelearningsystems.com

17. **Insurance.** OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

- ☐ *Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.
- ☐ *Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.

18. **Testing and Screening.** OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

- ☐ *Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.
- ☐ *Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

20. **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

- ☐ Yes, the SERVICES would be able to continue as described herein.
- ☐ No, the SERVICES would not be able to continue.
- ☐ Yes, but the SERVICES would be different than described herein, they would be as follows:

smartlab

HQ

Sponsored by



PROPOSAL

FOR: **Oakland Unified School District**
EMERYVILLE, CA
February 11, 2025

Version 4 with Contracts

30 Learner SmartLab HQ for grades 6-8
CLS Supplied Dell All-in-One PCs
Customer Supplied Chromebooks
Customer Supplied Chairs
Middle School Advanced Exploration Collection
Padcaster Collection



ADMINISTRATIVE SUMMARY

A SmartLab HQ is a fully-integrated STEM learning environment where everything—from the furniture to the curriculum and assessment—works together to support hands-on, minds-on learning.

At SmartLab Learning, we design learning programs where personalized learning and intrinsic motivation engage students of all ages, interests, and abilities.

By lending our expertise in designing next-generation STEM programs, you can focus on what you do best: educating your students.

Learning is Different Here

In a world where science, technology, engineering, and mathematics are critical to every job, field of study, career, and even home life, it's essential that every learner has a strong foundation in STEM, not just those who are naturally proficient in math and science.

SmartLab programs engage all learners in a hands-on, project-based learning approach in which STEM disciplines are seamlessly integrated. In a SmartLab HQ, learning is highly personalized and empowers students to shape their learning to meet their individual interests, abilities, and learning preferences.

Our proprietary learning approach is a five-phase cycle: explore, plan, do, reflect, and share. This philosophy meets students where they are and helps them develop the necessary skills to ask questions and find answers.

College and career success also demand a robust set of 21st-century skills, such as problem-solving, critical thinking, communication, collaboration, creativity, and effective application of technology.

A SmartLab HQ provides a complete STEM program that engages students in personalized learning that prepares them for academic and career success.

What's the Next Step?

We have prepared this proposal in response to your desire to provide meaningful STEM learning for the young people you serve.

We can't wait to install a customized SmartLab HQ that meets your school's goals. We look forward to seeing the positive impact your decision will have on your students.

Kelley Fitzsimmons
Regional Sales Manager
kfitzsimmons@creativelearningsystems.com
(480) 440-9934



YOUR SMARTLAB HQ INCLUDES:

Service

Before implementation

- Personalized consultation, planning, and design services
- Resources and tools for fundraising

During implementation

- Project planning and coordination between school/district IT, facilities staff, and installation contractors
- Coordination with School/District IT for deploying Chromebooks for use in the SmartLab HQ
- Computer configuration and software installation for Student and Facilitator PCs or Macs
- Shipping and installation of all SmartLab Deliverables (see Attachment A)
- Virtual training for your SmartLab Facilitator and other teaching staff

After implementation

- Ever-growing library of online teacher and classroom resources
- Technical support
- One-year comprehensive warranty for all equipment, materials, and software
- A range of Curriculum and Support options to ensure the success of your SmartLab for years to come

Curriculum

- 400+ fully-articulated online curriculum titles for K–12 learning engagements
- ePortfolio development tools and templates for authentic assessments
- Fully-vetted construction sets, software, electronic, scientific, media, and classroom equipment that complement and enhance the curriculum

Infrastructure

- ADA-compliant, collaboration-driven furniture designed for dynamic learning (student and facilitator workstations, cabinets, and kit storage systems)
- Large classroom display

PROFESSIONAL DEVELOPMENT

Comprehensive professional development is a critical element of the continuing success of your SmartLab program. During the first year, you'll receive SmartLab professional development that includes initial virtual training and ongoing access to curated resources and materials to help support SmartLab implementation. After completing our PD sequence, your Facilitator will receive the SmartLab Facilitator Certification from Creative Learning Systems.

Initial Professional Development


The purchase of a SmartLab includes initial training with the designated facilitator(s). This training program allows participants to experience SmartLab Learning firsthand, familiarizing them with the pedagogical approach and resources available to implement student-directed learning.

ONGOING SUPPORT

We are committed to the long-term success of your SmartLab HQ.

Each year you have an active Agreement with us, we offer access to extensive curated repositories of asynchronous resources that support all areas of implementation.





All Agreements provide school-wide student access to online curriculum and classroom resources including new curriculum and updates as well as continued access to technical support via remote assistance.

See Curriculum and Support Agreement Options attachment for more information.



SMARTLAB LEARNING

Every SmartLab program is designed with the student experience at its core. Likewise, we recognize and celebrate the importance of impactful educators on successful learning.

SmartLab Learning focuses on supporting students and educators with the tools and resources necessary to engage in meaningful and authentic learning experiences in a supportive learning community.

In bringing a SmartLab HQ to your school, you are partnering with an organization with decades of experience developing impactful learning programs to schools across the United States.

The following sections provide details about the scope of the SmartLab HQ learning program that is proposed for your school, as well as information regarding the deliverables and services that this program includes.

STANDARDS ALIGNMENT AND ASSESSMENT

As students complete SmartLab projects, they are naturally exposed to the content and skills outlined in standards at national and state levels. Our focus on the student experience while addressing standards is coupled with resources to support authentic assessment in the SmartLab HQ.

Students and facilitators can easily identify and document the standards addressed with each learning engagement using our digital platform.

Directly provided standards alignments include:

- Next Generation Science Standards (NGSS)
- Common Core State Standards (Math)

SmartLab Content also aligns to:

- ISTE Standards for Students
- Science and Engineering Practices
- Common Core State Standards (ELA)

Throughout each project, students participate in formative assessments and document their work using summative project journals and portfolios. This provides them with opportunities to regularly assess their own work as well as perform peer evaluations to improve together.

Students also regularly share their work through project presentations to develop effective communication skills. As they prepare each project presentation, they collaborate with others to reflect on and share their own learning journeys.

During initial training, we will support your Facilitator in customizing resources and assessment tools to focus on the specific skills and content that matter most for your program.



Middle School Layer

The SmartLab HQ program designed to serve middle school learners provides a broad range of experiences for students in grades 6-8. As students work in pairs for each project, they practice effective collaboration and communication skills to work toward a shared objective.

Each pair of students in a middle school SmartLab HQ works on a different project following a sequence of engagements that can be modified to meet the objectives of your school. As students cycle through each project, they gain valuable skills and familiarity with content that they can apply to each new experience.

In a typical SmartLab HQ, each pair of students is seated near two other pairs of students, making expanded collaboration or peer help readily available. As your students and facilitators become more comfortable with the tools and processes in the SmartLab HQ, they are encouraged to develop new and exciting projects using the available resources.

Our leveled project starters provide students with entry points to match the experience they may already have with the SmartLab tools and technology. The different levels also give students the opportunity to challenge themselves by exploring more challenging projects and concepts.

Key Learning Objectives for Grades 6-8



Students apply what they learn about electricity to build and program digital circuits using microcontrollers and electronic components.



Students capture and produce content in various formats including digital, print, and audio. They use word processing programs and presentation software to document projects and share their learning.



Students design, program, and debug robots to solve complex problems efficiently.



Students use a variety of programming languages to code animations, games, apps, and circuits.



Students apply different software programs to design 3D objects and edit photos to share their own ideas.



Students apply the engineering design process, to iteratively design structures and mechanisms to increase the strength, performance or efficiency of their designs.



Students apply the scientific method to perform experiments that involve collecting data using sensors. They use tables and graphs to represent their data and analyze their findings to share what they observe.



Students explain how renewable energy is used to power machines and how to use energy more efficiently.

WHAT WE PROVIDE

Everything that we provide—from furniture and technology to kits, equipment, and accessories—has been carefully curated to provide the best learning experience possible for your students. The information below outlines the range of products included in this proposal.

LEARNING KITS AND EQUIPMENT

All of the kits, equipment, and accessories provided in your SmartLab HQ support students as they complete and document each project.

To enable the breadth and depth of experience that our program offers, we provide a range of learning kits, including robotics systems, media equipment, scientific sensors, electronics building materials, and more.

We also provide kits to support multiple classes working on the same materials so students can spend their time building and exploring instead of taking their projects apart for the next group. Some kits require consumables, so we provide accessory collections to ensure students have exactly what they need.

For a complete list of the kits, equipment, and accessories included in your SmartLab HQ, see [Attachment A](#).

COMPUTERS AND SOFTWARE

Learners make use of a range of computer applications and platforms for their work in a SmartLab HQ. Our learning program guides students to use each application effectively for each project.

In a typical SmartLab HQ, each pair of students shares a computer to document their learning, write computer programs, create digital art, or engage in other projects.

The specific computers for your SmartLab HQ may vary to match the goals or platform preference of your school.

For specific details about the computers for your SmartLab HQ, see [Attachment B](#).

FURNITURE AND FIXTURES

The furniture included in your SmartLab HQ is designed to provide dedicated workstations for each pair of students working on a project. Our student workstations are also grouped together to provide each pair of students with two other pairs nearby for additional collaboration.

Each SmartLab HQ also includes a desk and storage for the SmartLab Facilitator, which provides a comfortable workspace for the educator(s) at the heart of the SmartLab learning program.

We include plenty of storage solutions for the kits, equipment, and other materials included in your SmartLab HQ, including locking storage for high-value items.

For specific information about the furniture included in this proposal, see [Attachment C](#).

ONE-YEAR COMPREHENSIVE WARRANTY

All of the items provided by Creative Learning Systems for your SmartLab HQ are covered by a 1-year comprehensive warranty.

When available, the items that we provide may also be covered by a manufacturer warranty that extends beyond the Creative Learning Systems Warranty Period.



SMARTLAB ENHANCEMENTS

Advanced Exploration Collection: Middle School

The Middle School Advanced Exploration Collection (AEC) is comprised of additional learning engagements designed to challenge students and bridge the transition from one grade level to the next.

The AEC includes kits and equipment that allow students to engage in higher-level curriculum.



With the Middle School AEC, students will be able to:



Integrate Arduino functionality into circuitry projects to design and program interactive electronic devices and robots



Program flying drones to apply coding knowledge and solve navigational challenges



Explore alternative energy sources to discover how the sun's energy can be used for cooking, electricity generation and powering vehicles



Compose, record, and perform electronic music to discover intersections between STEAM disciplines

SMARTLAB ENHANCEMENTS

Padcaster Collection

The Padcaster Collection is a truly mobile solution to providing students an opportunity to film, edit, and share live and produced video content.

This collection includes everything that your students will need for broadcasting on-site or in studio.

This collection includes a custom Padcaster kit that will enable your students to take on the many roles of a film crew, including scriptwriter, director, camera operator, and on-screen talent.

As they work together for each production or broadcast, your students will develop collaboration and communication skills that they can use in all parts of their lives.

Possible projects include:

- Book reviews and trailers
- Teacher, administrator, staff, student, and guest spotlights
- Highlight reels for school sporting events, plays, concerts, and competitions
- How-to and instructional videos
- Flipped learning
- TV shows, commercials, and short films



PRICING

<i>Description</i>	<i>Price</i>
30 Learner SmartLab HQ for 6-8 - Chromebook Option	\$147,564.00
To give students the opportunity to choose the best platforms and tools for each engagement, this program is designed to support multiple computer types (Chromebooks, PCs, and Macs).	
SmartLab Computers (4 Dell All-in-One PCs)	\$8,508.00
SmartLab Enhancements	
Middle School Advanced Exploration Collection	\$8,910.00
Padcaster Collection	\$3,994.00
Sales Tax (10.5%)	\$9,391.27
SmartLab Total	\$178,367.27

<i>Curriculum and Support Agreement</i>	<i>Price</i>
CSA 5 Year Agreement: 6-8	\$32,500.00
CSA Total	\$32,500.00
Grand Total	\$210,867.27

Items not included (Customer-supplied)

Estimated Cost

- Student and Facilitator Chairs \$ 14,874
- 12 Chromebooks (see Attachment B) \$ 3,250-5,500
- Third-party Chromebook Applications \$ 4-6/student annually
 - Comic Life for Schools
 - Wixie
- 4 Windows PC \$8,508
- Printer Cabinet or Existing Counter
- Room Readiness (as needed)
- Network Virus Protection

Contact

Kelley Fitzsimmons
Regional Sales Manager
kfitzsimmons@creativelearningsystems.com
(480) 440-9934

Note: This proposal is based on the Creative Learning Systems SmartLab programs and pricing policy at the time of this writing, is valid **for 60 days**, and may change to reflect any updated policies.



PURCHASE DOCUMENTS

Congratulations on your decision to bring a SmartLab program to your school! You'll be joining leading school organizations across the country in preparing today's learners for tomorrow's challenges.

Please be sure to review, sign, and return the following documents so we can begin our purchasing and implementation process.

- Purchase Order (instructions below)
- Purchase Agreement (below)
- Furniture Color Selection (below)
- Tax Exemption Form, if applicable

Deposit

An invoice for the 50% deposit will be sent to the District/School upon the receipt of Purchase Order



CERTIFICATE *of* SIGNATURE

REF. NUMBER
37IN9-4QWHD-KZUDE-OGJ2Z

DOCUMENT COMPLETED BY ALL PARTIES ON
15 MAY 2025 18:30:36 UTC

SIGNER

TIMESTAMP

SIGNATURE

GEOFF BROVICH

SENT
15 MAY 2025 18:30:35 UTC

EMAIL
GEOFFREY.BROVICH@CREATIVELEARNINGSYSTEMS.COM

SIGNED
15 MAY 2025 18:30:36 UTC

Geoff Brovich

IP ADDRESS
4.36.141.134



File ID Number	25-0896
Introduction Date	4/23/25
Enactment Number	25-0571
Enactment Date	4/23/2025 CJH
By	



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

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

April 23, 2025

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Clifford Hong, Middle School Superintendent
Tierre Mesa, Principal, Urban Promise Academy

Subject: Grant Award - Campos Foundation - SmartLab - Urban Promise Academy

ACTION REQUESTED:

Acceptance by the Board of Education of a Grant Award from the Campos Foundation, in the amount of \$178,367.27, to support the establishment of a SmartLab at Urban Promise Academy, for the period of February 17, 2025 through June 30, 2026, pursuant to terms and conditions thereof, if any.

BACKGROUND:

Grant Award for OUSD schools for the 2025-2026 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
25-0896	Yes	Grant	Oakland Unified School District, Urban Promise Academy	To support the establishment of a SmartLab, which reflects the Grantor's commitment to fostering innovative learning environments that empower students with STEM education and hands-on experiences that prepare them for future career opportunities.	2/17/25 - 6/30/26	Campos Foundation Grant	\$178,367.27

DISCUSSION:

The District created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$178,367.27

RECOMMENDATION:

Acceptance by the Board of Education of a Grant Award for Urban Promise Academy for fiscal year 2025-2026, pursuant to the terms and conditions thereof, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet
Grant Award Letter

OUSD Grants Management Face Sheet

Title of Grant:		Funding Cycle Dates:
Campos SmartLab		2/17/2025 to 6/30/2026
Grant's Fiscal Agent: (contact's name, address, phone number, email address)		Grant Amount for Full Funding Cycle:
The Campos Foundation		\$178,367.27
730 17th Street, STE 101 Denver CO 80202		
Funding Agency:		Grant Focus:
Campos Foundation		Will provide funding for smart lab materials and installation for computer science classroom
List all School(s) or Department(s) to be Served:		
Urban Promise Academy		

Information Needed	School or Department Response	
How will this grant contribute to sustained student achievement or academic standards?	Will provide access to innovative technology and curriculum to support STEM education	
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 3.89% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	Enrollment in computer science classes and student surveys.	
Does the grant require any resources from the school(s) or district? If so, describe.	No	
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 3.89% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No	
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No	
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Name/Title:	Tierre Mesa, Urban Promise Academy Principal
	Site:	236
	Address:	
	Phone:	510-219-0575
	Email:	tierre.mesa@ousd.org

Applicant Obtained Approval Signatures:		
Name/s	Entity	Signature/s Date
Tierre Mesa	Principal UPA	<i>Tierre Mesa</i>
Sondra Aguilera	Chief Academic Officer	<i>Sondra Aguilera</i> 3/27/2025
Grant Office Obtained Approval Signatures:		
Name/s	Entity	Signature/s Date
Lisa Grant-Dawson	Senior Business Officer	
Kyla Johnson-Trammell	Superintendent	



March 25, 2025

Urban Promise Academy

3031 E. 18th St.

Oakland, CA 94601

Oakland Unified School District

Dear Urban Promise Academy,

On behalf of Campos Foundation, we are pleased to inform you that Urban Promise Academy (UPA) has been awarded a grant in the amount of \$178,367.27 to support the establishment of a SmartLab. This grant reflects our commitment to fostering innovative learning environments that empower students with STEM education and hands-on experiences that prepare them for future career opportunities.

Grant Details:

1. Purpose of Funds: The awarded funds are designated specifically for the implementation, equipment, and curriculum development of the SmartLab at UPA.
2. Implementation Timeline: We encourage the utilization of the grant to build the lab in the 2025 school year and upkeep the lab until at least the 2030 school year.
3. Progress Updates: We would appreciate receiving semi-annual updates outlining expenditures, milestones, and student engagement outcomes.
4. Recognition: We kindly ask that UPA acknowledges the support of Campos Foundation in all relevant public relations materials and events related to the SmartLab.

A MEMBER OF THE CAMPOS FAMILY





If you have any questions or need any clarification, please feel free to contact me at deanna.miller@camposfoundation.com.

We are excited about the positive impact this initiative will have on the students of Urban Promise Academy and the broader community and look forward to working together to bring this vision to life!

Sincerely,

A handwritten signature in black ink, appearing to read "Deanna Campos Miller".

X

Deanna Campos Miller
Director, Campos Foundation

Approved As To Form by OUSD Legal Department

A handwritten signature in black ink, appearing to read "Roxanne De La Rocha".

03/27/25

Roxanne De La Rocha, Staff Attorney

Name: Jennifer Brouhard
Title: President, Board of Education

Sign: A handwritten signature in black ink, appearing to read "Jennifer Brouhard". Date: 4/24/2024

Name: Kyla Johnson-Trammell
Title: Superintendent & Secretary, Board of Education

Sign: A handwritten signature in black ink, appearing to read "Kyla Johnson-Trammell". Date: 4/24/2025

A MEMBER OF THE CAMPOS FAMILY

