Request for Proposal (RFP) 21-105CSI

PROFESSIONAL LEARNING
FOR CONTINUES SCHOOL IMPROVEMENT

* Submit proposals and all questions/inquiries to:

OAKLAND UNIFIED SCHOOL DISTRICT
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601

email: procurement@ousd.org
phone: (510) 434-4337

Proposals Due:
7/14/2021 at 2:00 PM

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE GOVERNED BY THE CALIFORNIA EDUCATION AND PUBLIC CONTRACT CODES.
# Oakland Unified School District

Request for Proposal No. 21-105CSI

**Professional Learning Curriculum and Platform**

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The Oakland Unified School District ("OUSD" or the "District") is requesting bids to procure a professional learning curriculum and management system that provides for the presentation, facilitation, administration and organization of professional development to facilitate learning and foster collaboration among OUSD principals.

OUSD is soliciting qualified providers ("Provider," "Vendor," or "Contractor"). The Provider shall submit a proposal for implementation and ongoing services for a professional learning curriculum and management platform. District priorities include:

- The system provides a user-friendly interface that can be supported by a variety of browsers and devices and allows for District personalization.
- Curriculum and system that provide support and options to foster collaboration between principals and professional learning communities around best practices.
- The system has course creation capabilities that support integration of multimedia, existing content and a variety of digital materials.
- The system has robust management capabilities that assist in the organization of professional learning including attendance tracking, participant communication, monitoring of participation and completion.
- The system integrates with current OUSD systems.
- The contractor provides timely and responsive support.

The District currently utilizes the network team while the network superintendent facilitates professional learning for its principal professional development.
Submission Deadline & Process:

Bids must be received prior to **July 14, 2021 at 2:00pm**

Provider to submit:

(1) Hardcopy Proposal
(3) Additional Hard Copy Proposals marked with the RFP number and title
(1) USB - Electronic RFP version

Proposal shall be clearly marked: “**Response to RFP No. 21-105CSI**”
Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT**
**PROFESSIONAL LEARNING**
**FOR CONTINUES SCHOOL IMPROVEMENT**
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601

Bids received later than the designated time and specified date will be returned to the proposer unopened. **Facsimile (FAX) copies of the proposal will not be accepted.**

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any irregularity in the bidding process.

Copies of the RFP/Bid documents may be obtained from **Oakland Unified School District, Procurement Department’s website** [https://www.ousd.org/procurement](https://www.ousd.org/procurement), if you have specific questions or concerns regarding RFP, you may contact us by email to: procurement@ousd.org.

Published: June 30, 2021
**RFP/Bid Introduction:** This solicitation is requesting proposals from qualified vendors in accordance with applicable state and federal laws. It is the intent of the Oakland Unified School District, to award a contract to procure specified items listed in this document. Vendors are invited to submit a proposal to provide specified items to the District. A vendor who submits a proposal in response to this solicitation will be hereinafter referred to as “Proposer”.

**RFP SCHEDULE OF EVENTS**
The following schedule will be used by the District for this RFP.

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTION</th>
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<tbody>
<tr>
<td>RFP Posting/First Advertisement:</td>
<td>June 30, 2021</td>
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<tr>
<td>Pre-Bid Conference:</td>
<td>July 7, 2021 @ 2:00 p.m.</td>
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<tr>
<td>Deadline for Questions:</td>
<td>July 7, 2021 @ 2:00 p.m.</td>
</tr>
<tr>
<td>Proposal/Bid Submitted to District:</td>
<td>July 14, 2021 @ 2:00 p.m.</td>
</tr>
<tr>
<td>Proposal/Bid Opening:</td>
<td>July 14, 2021 @ 2:00 p.m.</td>
</tr>
<tr>
<td>Potential Interviews (If Necessary):</td>
<td>July 15, 2021 - July 16, 2021</td>
</tr>
<tr>
<td>Final Award of RFP (BOE):</td>
<td>August 11, 2021</td>
</tr>
<tr>
<td>Contract Start Date:</td>
<td>August 11, 2021</td>
</tr>
</tbody>
</table>

**Submission of Proposals:** Proposers may mail sealed proposals, to the address and staff member designated by the proposal submission deadline defined on the NOTICE TO BIDDERS page. It is the Proposer’s responsibility to assure that its proposal is received by this deadline, no exceptions. Proposers may also request confirmation of receipt by emailing [insert]. Regardless of submission method, it is the responsibility of the Proposer to confirm and ensure that the sealed proposal was received by the submission deadline. Proposals will be accepted up to, and no proposals will be accepted after, the RFP/Bid submission deadline. Time is Pacific Standard Time as indicated on the designated clock at the District. Proposals that arrive after the submission deadline will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the submission deadline.

The District will not be responsible for the opening of, post-opening of, or failure to open a proposal not properly addressed or identified.

The District will not assume responsibility for any delay as a result of failure of the mail or other delivery service to deliver proposals on time.

**Proposal Withdrawal:** Proposals may be withdrawn by the Proposer prior to the time denoted for opening the submissions, but after the opening, submissions may not be withdrawn for a period of sixty (60) days. A successful Proposer shall not be relieved of the submitted proposal without the consent of the District or recourse through Public Contract Code Section 5100 et. seq.

**Correction of Mistakes:** Do not erase, correct, or write over any prices or figures necessary for the completion of the proposal. Corrections should be made by drawing a line through the unwanted text(s) or number(s) and rewriting the correct text(s) or number(s). If a correction is necessary, the Proposer shall
initial each correction. Failure to comply with the requirements may cause your proposal to be disqualified. No proposals shall be altered or amended after the specified time for opening.

**Signatures:** All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled. All signatures must be original.

**Cost of Preparing Proposal:** Proposers are responsible for the costs of preparing and submitting the Bid. Materials submitted as part of the proposal will become the property of the District unless otherwise noted.

**Reservation of Rights:** The District expressly reserves the following rights:
1. To reject any and all proposals;
2. To reject any part of a proposal not meeting the specifications set forth in the RFP/Bid documents;
3. To waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;
4. To re-award the solicitation to another Proposer in the event the Proposer whose Bid is selected defaults in executing the formal agreement; and
5. In the best interests of the District, accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary, issue a new solicitation or take other action as the District deems appropriate.

**Non-Collusion:** By submission of the proposal, the Proposer certifies that the proposal has been arrived at independently and submitted without collusion with any other Proposer and that the contents of the proposal have not been communicated, to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Proposer and will not be communicated to any person prior to the official opening of the proposal.

**Prices:** Proposers are encouraged to submit the most competitive pricing possible. At no time shall the prices charged the District exceed the prices in the Bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Alameda County for products listed herein.

**Experience and Service:** Proposers are advised they must demonstrate the ability to provide the necessary products and services required under the contract. Experience and service are factors in the award of this contract.

**Method of Award:** Proposals that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. A contract will be awarded to the responsive and responsible Proposer with the most advantageous proposal. The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the District after all factors have been evaluated.

Winning Proposer will be herein referred to as the “Selected Vendor.” If the Selected Vendor to whom an award is made fails or refuses to execute a contract and provide the required certificates, licenses and permits, the District may award the contract to the next responsive and responsible proposer, reject all bids, call for new bids or disqualify the bid.
● A “responsive Proposer” will be able to meet the requirements described in this solicitation, including compliance with performance and licensing requirements, ability to deliver specified services and conformance to the terms and conditions of this RFP. [Note - licensing requirements may be removed.]

● A “responsible Proposer” is willing and capable of furnishing the goods or services described in this solicitation.

RFP/Bid Protest Procedures: If any Proposer who submitted a proposal has an objection to the award of the contract to the apparent Selected Vendor, the objecting Proposer shall furnish that protest, in writing, to the District within five (5) business days of the date of the Proposer notification of the awarded contract. The protest shall describe in detail the basis for the protest, and shall request a determination under this section. If a protest is filed in a timely fashion, the District will review the basis for the protest and relevant facts under such terms and conditions as the District considers proper. Upon completion of the review, the District shall submit its findings and recommendations to the District's Governing Board, which shall then review the matter under such terms and conditions as deemed proper. Upon receipt of authority to act from the Governing Board, the District will notify those Proposers involved of its decision. The decision shall be final and binding on the objecting Proposer.

Preparation: A Proposal should be prepared in such a way as to provide a straightforward description of the Provider’s capabilities to satisfy the requirements of this RFP.

Request for Information: Contractors are encouraged to ask questions during the open RFP period. All questions shall be in writing and submitted to the listed contact person. All responses shall be in writing by an authorized District representative. There shall be no verbal understandings or clarifications recognized by the District. Responses to all RFIs received will be posted on the District Website.

Amendments to RFP: During the RFP period, the District may amend the RFP. Amendments to the RFP and/or calendar of events will be posted at our https://www.ousd.org/procurement.

Public Records Act. All records, documents, plans, specifications and other materials submitted by Provider in its proposal and during the course of any work awarded shall become the exclusive property of OUSD and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et. seq.). The District use and disclosure of its records are governed by the Public Records Act Request. The District will accept information labeled “confidential” or “proprietary” as determined by the submitting party in accordance with the Public Records Act. Under no circumstances will OUSD be responsible or liable to Provider or any other party for the disclosure of such labeled information. If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate provider shall indemnify, defend, and hold harmless OUSD in such litigation.

Debarment and Suspension: To ensure that the District does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each bid on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by any State or Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified, and declared non responsive.

Insurance: The Selected Vendor shall maintain, during the entire term of this contract, adequate insurance to protect itself from claims under Workmen's Compensation Acts and from claims for damages or personal injury, including death and damage to property that may arise from operations under the order.
The Selected Vendor may be required to provide proof of such insurance, naming Oakland Unified School District as additionally insured by separate endorsement.

**Drug Free Workplace Policy:** The Vendor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on District premises. Any violation of this prohibition by the Vendor, its employees, agents or assigns shall be deemed a material breach of contract.

**Hold Harmless Clause:** The awarded vendor shall hold harmless and indemnify the District, its officers, and employees from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the supplier or by a person, firm or corporation employed directly or indirectly by him, in connection with his performance under the order.

b. Any injury to person or property sustained by any person, firm or corporation caused by any act of neglect, default, or omission of the supplier or of any person, firm or corporation employed directly or indirectly employed by him in connection with his performance under the purchase order.

c. Any liability that may arise from the furnishing of the use of any copyrighted or uncopyrighted composition, secret process, or patented, or unpatented invention in connection with his performance under the order.

**Proposer Agreement:** The District will provide all responding Bidders with a notice of intent to award to the successful bidder. The District will negotiate The contract will include all terms and conditions as described in this RFP/Bid, submission responses from the Selected Vendor and any other negotiated terms and conditions agreed to by both parties. The complete contractual requirements for both the District and Selected Vendor will be approved in open session by the Board of Education.

**Contract Term:** The initial awarded contract period shall be August 11, 2021 to August 11, 2024.

**Mutual Agreement Termination:** With mutual agreement of both parties to a contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

**Award Criteria:**

The District intends to award to the responsible Proposer whose proposal is most advantageous to the District's program(s) with price and other factors considered.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
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<tbody>
<tr>
<td>Vendor Experience and Ability to Perform</td>
<td>20</td>
</tr>
<tr>
<td>Customer Service, Satisfaction and Previous Performance</td>
<td>20</td>
</tr>
<tr>
<td>Technology Requirements</td>
<td>20</td>
</tr>
<tr>
<td>Functionality, Usability, and Resource Sharing</td>
<td>20</td>
</tr>
<tr>
<td>Price</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Proposers will be considered responsible if they score 80 or more total points.
REQUEST FOR PROPOSAL - RESPONSE PACKET REQUIREMENTS

Request for Proposal Requirements:

The District assumes no responsibility for errors or misinterpretations resulting in incomplete solicitation documents. It is the Proposer’s responsibility to use a complete set of RFP/Bid documents in the preparation and submission of its proposal. The forms furnished as part of this solicitation MUST be used for the proposal and must be signed by the proposer. No proposals will be considered unless made on the forms provided and must not be detached from the solicitation document of which it forms a part. Failure to follow these instructions may result in your proposal being disqualified.

1) Proposer will need to complete, sign, and return all attachments:

- ATTACHMENT A: PROPOSER CHECKLIST
- ATTACHMENT B: VENDOR CONTACT INFORMATION
- ATTACHMENT C: NON COLLUSION AFFIDAVIT
- ATTACHMENT D: SUSPENSION AND DISBARMENT CERTIFICATION
- ATTACHMENT E: PRICING FORM

2) Proposals must be delivered no later than July 14, 2021 at 2:00 p.m.
   - Proposals must be delivered in a sealed envelope and identified with the Request for Proposal #21-105CSI.
   - Emailed or faxed RFP’s will not be accepted.

Deliver proposals to the following location:

OAKLAND UNIFIED SCHOOL DISTRICT
PROFESSIONAL LEARNING RFP #21-105CSI
FOR CONTINUES SCHOOL IMPROVEMENT
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601
ATTACHMENT A: PROPOSER CHECKLIST

Oakland Unified School District
Request for Proposal #21-105CSI

This checklist is provided as a convenience to assist proposers in ensuring that a complete proposal is submitted. It is not represented as being comprehensive and compliance therewith does not relieve the proposer of responsibility of compliance with any requirements which may not be mentioned specifically in this checklist. **Original documents with original signatures are required.** Failure to comply with this requirement will constitute proposer disqualification due to non-responsiveness. Faxed or emailed documents will not be accepted under any circumstances.

All of the items listed must be returned to constitute a complete response. Please check the box and initial in the appropriate column to signify compliance.

<table>
<thead>
<tr>
<th>Check ☑</th>
<th>Initials</th>
<th>Required Document</th>
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<tbody>
<tr>
<td>☐</td>
<td></td>
<td><strong>Attachment A:</strong> Proposer Checklist (this form). All items are checked, initialed, signed, and included in the complete response package. Return completed hard copy with initials.</td>
</tr>
<tr>
<td>☐</td>
<td></td>
<td><strong>Attachment B:</strong> Vendor Contact Information Return completed hard copy</td>
</tr>
<tr>
<td>☐</td>
<td></td>
<td><strong>Attachment C:</strong> Non Collusion Affidavit Return completed hard copy with original signature</td>
</tr>
<tr>
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<td></td>
<td><strong>Attachment D:</strong> Suspension and Debarment Certification Return completed hard copy with original signature</td>
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<td>☐</td>
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<td><strong>Attachment E:</strong> Pricing Form</td>
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ATTACHMENT B: VENDOR CONTACT INFORMATION

The following information is required when submitting a response to this solicitation. Please complete ALL areas.

Mark “N/A” for those which are not applicable. Type or print legibly.

**LEGAL NAME OF BUSINESS:** ________________________________________________________
**DBA OR BUSINESS NAME (IF DIFFERENT):** ____________________________________________

**ADDRESS OF BUSINESS**
**STREET ADDRESS:** ________________________________________________________________
**CITY:** ______________________________**STATE:**______________**ZIP:**_____________________

**PAY OR REMIT ADDRESS**
**LEGAL NAME OF BUSINESS:** ________________________________________________________
**STREET ADDRESS:** ________________________________________________________________
**CITY:** __________________________________________**STATE:**_________**ZIP:**_____________

**TELEPHONE NUMBER:** (____) ______________________________
**TOLL FREE NUMBER:** (____) ______________________________
**FAX NUMBER:** (____) ______________________________
**EMAIL:** ______________________________________________________
**BUSINESS FEDERAL IDENTIFICATION NUMBER:** ____________________________________
(SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM)

**ACCOUNT MANAGER:** _____________________________________________________________
**TELEPHONE NUMBER:** (____) ______________________________
**CELL PHONE NUMBER:** (____) ______________________________
**FAX NUMBER:** (____) ______________________________
**EMAIL:** ______________________________________________________

**CUSTOMER SERVICE REPRESENTATIVE:** _____________________________________________
**TELEPHONE NUMBER:** (____) ______________________________
**CELL PHONE NUMBER:** (____) ______________________________
**FAX NUMBER:** (____) ______________________________
**EMAIL:** ______________________________________________________

**BILLING QUESTIONS CONTACT PERSON:** ____________________________________________
**TELEPHONE NUMBER:** (____) ______________________________
**CELL PHONE NUMBER:** (____) ______________________________
**FAX NUMBER:** (____) ______________________________
**EMAIL:** ______________________________________________________

**EMERGENCY CONTACT PERSON FOR BEFORE/AFTER HOURS:** ____________________________
**TELEPHONE NUMBER:** (____) ______________________________
**CELL PHONE NUMBER:** (____) ______________________________
**FAX NUMBER:** (____) ______________________________
**EMAIL:** ______________________________________________________
STATE OF_____________________

COUNTY OF____________________ )

__________________________________________________________________________, being first duly sworn, deposes and says
(name)

that he or she is ________________________________________________________
(position title)

__________________________________________________________________________,
(the proposer)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATED:________________________

By________________________________
(Person signing for proposer)
### ATTACHMENT D: SUSPENSION AND DEBARMENT CERTIFICATION

The prospective participant certifies to the best of its knowledge and belief, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Potential Vendor or Contractor (Lower Tier Participant):

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Title</th>
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<tr>
<th>Signature</th>
<th>Date</th>
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ATTACHMENT E: PRICING FORM

Detail all costs associated with the proposed professional development program, including but not limited to the curriculum, facilitation, implementation, software licensing and maintenance, ongoing support, recommended professional services, taxes and surcharges, and costs of optional services and products. Describe any assumptions made impacting the cost of the proposal and any limitations (e.g., professional service hours, number of initial participants, use of District’s existing professional development software platform) that apply to the listed costs. Estimated cost for these services are $250,000.00 (Two Hundred and Fifty Thousand Dollars).
ATTACHMENT F: OUSD SERVICE AGREEMENT

SERVICES AGREEMENT 2021-2022

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

The parties hereby agree as follows:

1. **Term.**
   
a. This Agreement shall start on the below date (“Start Date”): If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the Parties signed this Agreement.

   b. The work shall be completed no later than the below date (“End Date”): If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of Exhibit A, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of Exhibit A whether and how its services would be able to continue.

3. **Alignment and Evaluation.**
   
a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

   b. OUSD may evaluate VENDOR in any 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, each of VENDOR’s employees, and each of VENDOR’s subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR’s employee(s), and VENDOR’s subcontractor(s).
4. **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 8 (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.

5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. 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.

6. **Confidentiality and Data Privacy.**

   a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.

   b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.

      (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).

      (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).
(iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.

c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.

7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors 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.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

a. The compensation under this Agreement shall not exceed:

This sum shall be for full performance of this Agreement and includes 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.

b. 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**.
c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD’s written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.

   a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).

   b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.

d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.

e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. Termination.

a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without 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.

b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement 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. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
c. 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. Cause 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 or Deputy may issue the termination notice without 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 the correction are made.

d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be 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 at the address set forth below.

**OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 300  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: ousdlegal@ousd.org

**VENDOR**

Name: Click or tap here to enter text.  
Title: Click or tap here to enter text.  
Address: Click or tap here to enter text.  
City, ST Zip: Click or tap here to enter text.  
Phone: Click or tap here to enter text.  
Email: Click or tap here to enter text.
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. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees 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’s employees.

   b. If VENDOR is a natural person, VENDOR verifies all of the following:

      (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR’s work;

      (ii) VENDOR’s work is outside the usual course of OUSD’s business; and

      (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

   c. If VENDOR is a business entity, VENDOR verifies all of the following:

      (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;

      (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;

      (iii) the contract between OUSD and VENDOR is in writing;

      (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
(v) VENDOR maintains a business location that is separate from the business or work location of OUSD;

(vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;

(vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;

(viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;

(ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;

(x) VENDOR can negotiate its own rates;

(xi) VENDOR can set its own hours and location of work; and

(xii) VENDOR is not performing the type of work for which a license from the Contractors State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.


a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed 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. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.

b. VENDOR represents and warrants that its employees and agents 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, if VENDOR was selected, at least in part, on such representations and warrants.
15. **Certificates/Permits/Licenses/Registration.** VENDOR’s employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **Insurance.**

   a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars ($1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. 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 of this Agreement). 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.

   b. **Workers’ Compensation Insurance.** Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall procure and maintain at all times during the performance of such work, 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.
17. **Testing and Screening.**

a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she 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 the agent to the examination instead of the risk assessment.

b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in Exhibit A, for all VENDOR employees, subcontractors, volunteers, and agents 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 employee, subcontractor, volunteer, or agent 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. Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. ([http://beamentor.org/OUSDPartner](http://beamentor.org/OUSDPartner)) finger-printing and subsequent arrest notification services.

d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR’s control person 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.

18. **Incident/Accident/Mandated Reporting.**

a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the 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. **Coronavirus/COVID-19.**

a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.

c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.

d. VENDOR agrees to immediately adhere to and follow any OUSD directives regarding health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

20. **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.
21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts 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.

22. **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.

23. **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.

24. **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.

25. **Conflict of Interest.**

   a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

   b. VENDOR affirms to the best of his/her/its knowledge, 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 change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD’s attention in writing.
c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

26. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Through its execution of this Agreement, 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 contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

27. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD’s financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (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.

28. Indemnification.

a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR’s performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“VENDOR 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 OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.

29. **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 of this Agreement and for three (3) years after the End Date. 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 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.

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. 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.

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.** Section and 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 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.

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 into and perform this Agreement, and the person(s) signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

c. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

41. **Contract Contingent on Governing Board Approval.** 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, the General Counsel, or a Chief or Deputy Chief 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 Agreement and to be bound by its terms and conditions:

**VENDOR**

Name: ____________________________________________

Signature: _______________________________________

Position: 

Date: ________________

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

**OUSD**

Name: ____________________________________________

Signature: _______________________________________

Position: 

Date: 

☐ Board President
☐ Superintendent
☐ Chief/Deputy Chief

Name: Kyla Johnson-Trammell  Signature: ________________

Position: Secretary, Board of Education  Date: ________________

*Template approved as to form by OUSD Office of the General Counsel.*
Exhibit A

1A. **General Description of Services to be Provided:** Provide a description of the service(s) VENDOR will provide.

1B. **Description of Services to be Provided During School Closure or Similar Event:** If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?

☐ No, services would not be able to continue.

☐ Yes, services would be able to continue as described in 1A.

☐ Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

1C. **Rate of Compensation:** Please describe the basis by which compensation will be paid to VENDOR:

☐ Hourly Rate:

☐ Daily Rate:

☐ Weekly Rate:

☐ Monthly Rate:

☐ Per Student Served Rate:

☐ Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

2. **Specific Outcomes:** (A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: “Participants will be able to…” C. If applicable, please provide details of program participation. Please complete the sentence prompt: “Students will…”
3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** Please select the appropriate option below:

- ☐ Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

- ☐ Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
  
  · Meeting announcement for meeting in which the SPSA modification was approved.
  
  · Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
  
  · Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Waivers:** OUSD has waived the following. Confirmation of the waiver is attached herewith:

- ☐ Commercial General Liability Insurance (Waiver only available, at OUSD’s sole discretion, if VENDOR’s employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students, and the compensation not-to-exceed amount is $25,000 or less.)

- ☐ Workers’ Compensation Insurance (Waiver only available, at OUSD’s sole discretion, if VENDOR has no employees.)

- ☐ Tuberculosis Screening (Waiver only available, at OUSD’s sole discretion, if VENDOR’s employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

- ☐ Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD’s sole discretion, if VENDOR’s employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)