OUESD BOARD OF TRUSTEES
REGULAR MEETING
AUGUST 7, 2024
6:00 PM

Multi-Purpose Room
Laurel Elementary School

AGENDA

1.0 CALL TO ORDER:
Time: _____

2.0 ROLL CALL:

3.0 PLEDGE OF ALLEGIANCE:

4.0 APPROVE AGENDA:
Action Required:
Motion_____ Second_____ Vote_____

5.0 SUPERINTENDENT COMMENTS:
5.1 The Board of Trustees will receive comments from the Superintendent.

6.0 BOARD MEMBER COMMENTS:
6.1 The Board Members may comment on on-site visits, conferences, or other District business.

7.0 PUBLIC COMMENT
A half sheet, Speaker Request form, containing procedures for public comment is available near the sign in sheet. Please fill it out and provide it to the Superintendent prior to the start of the meeting.

- For items on the agenda, the public may comment at this time or at the time the Board considers the agenda item.
- These presentations are limited to three (3) minutes each, or a total of 20 minutes per agenda item pursuant to Board Policy 9323.
- To comply with the Brown Act, the Board may listen to comments from the speakers, but can neither discuss nor act on the issues presented. Members of the Board are very limited in their response to statements or questions by people commenting on items not on the agenda. (Education Code 54954.2).

Public comments may also be submitted via e-mail to boardagenda@ouesd.k12.ca.us. Any public comment received via e-mail, up until 4:00 pm on the day of the meeting, will be distributed to the Board, posted online for public inspection with the agenda packet, and later summarized in minutes. E-mailed comments will not be read aloud during the meeting.

8.0 PROPOSED CONSENT AGENDA:

Consent Agenda items are considered routine by the Board of Trustees and will be enacted by one motion. There will be no separate discussion of these items. If discussion is required on an item, that item will be moved from the Consent Agenda to the Regular Agenda. Movement of any Consent Agenda item(s) to the Regular Agenda is appropriate during this time.

A roll call vote will be taken for all Consent Agenda items so that consent resolutions which require a roll call vote will be properly processed:

Action Required:	Motion: _____	Second:	_____
	Ayes: _____	Noes:	_____
	Absent: _____	Abstentions:	_____

8.1 Approve the Minutes, as presented, from the July 17, 2024, Regular Meeting of the Board of Trustees: **EXHIBIT 1**

8.2 Approve the Personnel Report as of August 7, 2024: **EXHIBIT 2**

8.3 Approve the Equipment and Furniture Disposals as of August 7, 2024: **EXHIBIT 3**

8.4 Approve the Routine Administrative Business Items as of August 7, 2024: **EXHIBIT 4**

8.5 Approve the Director of Educator Development to attend an out of state event in Arizona: **EXHIBIT 5**

- - - End of Consent Agenda - - - -

9.0 STUDENT ACHIEVEMENT & ENGAGEMENT REPORT:

9.1 Receive Statement from the Deputy Superintendent of Learning Support Services.

10.0 BUSINESS:

10.1 Receive Statement from the Assistant Superintendent of Business Services.

10.2 Approve the 2023-2024 Annual Report for Proposition 28: Arts and Music in Schools Funding: **EXHIBIT 6**

Action Required:
Motion: _____ Second: _____ Vote: _____

10.3 Approve the Contract between the CCCOE and Oakley Union Elementary for Retirement Reporting Services: **EXHIBIT 7**

Action Required:
Motion: _____ Second: _____ Vote: _____

11.0 PERSONNEL:

11.1 Receive Statement from the Assistant Superintendent of Human Resource Services.

11.2 Approve the Agreement with The Volition Group to provide healthcare education for staff: **EXHIBIT 8**

Action Required:
Motion: _____ Second: _____ Vote: _____

11.3 Approve the Agreement with California State University East Bay for social work field placement: **EXHIBIT 9**

Action Required:
Motion: _____ Second: _____ Vote: _____

12.0 PUBLIC COMMENT ON CLOSED SESSION ITEMS

13.0 CLOSED SESSION:

The Board of Trustees and Superintendent request a Closed Session for the following items:

Negotiations:
The Board may discuss negotiations or provide direction to its representatives regarding represented employees, pursuant to Government Code Section 3549.1. Agency Negotiators: Jeff Palmquist, Erin Roberts, Rianne Pfaltzgraff, and Maria Bordanaro.
Agencies: OUTA, CSEA, Local One.

Public Employee Discipline/Dismissal/Release:
(Government Code 54957)

13.1 Convene into Closed Session at _____:
Action Required:
Motion: _____ Second: _____ Vote: _____

13.2 Reconvene into Open Session at _____:
Action Required:
Motion: _____ Second: _____ Vote: _____

14.0 ANNOUNCEMENT OF REPORTABLE ACTION TAKEN IN CLOSED SESSION:

15.0 FUTURE MEETINGS:

Special Meeting/ Board Workshop	Saturday, August 10, 2024, at 9:00 AM District Office, Room 3
Regular Meeting	Wednesday, August 21, 2024, at 6:00 PM Laurel Elementary Multi-Purpose Room
Regular Meeting	Wednesday, September 4, 2024, at 6:00 PM Laurel Elementary Multi-Purpose Room

16.0 ADJOURN:

Time:_____

Action Required:
Motion_____ Second_____ Vote_____

Board Meeting Agendas, and related exhibits, are available for public inspection on the OUESD Website at www.ouesd.k12.ca.us/boardtrustees and the OUESD District Office located at 91 Mercedes Lane, Oakley CA, at least 72 hours prior to the meeting.

If you have a disability and need this publication in an alternate format, please contact Shannon Hagmann, Executive Assistant to the Superintendent, at 925-625-5050 or via email at boardagenda@ouesd.k12.ca.us. Individuals who require special accommodation (American Sign Language interpreter, reader, assistive listening device, note taker, taped text, Braille or large print materials, accessible seating, etc.) should contact the Superintendent's office at least five (5) business days prior to the meeting date.

Pursuant to Education Code 49073.2, a parent/guardian or student may request that their directory or personal information be excluded from meeting minutes. The request must be in writing and sent to:

Superintendent's Office, Oakley Union Elementary School District, 91 Mercedes Lane Oakley, CA 94561

OAKLEY UNION ELEMENTARY SCHOOL DISTRICT
BOARD OF TRUSTEES

MINUTES OF THE REGULAR BOARD MEETING OF JULY 17, 2024

CALL TO ORDER:

Trustee Corridon called the meeting to order at 6:00 PM.

ROLL CALL:

Board Members present: Trustee Corridon, Trustee Pearson, Trustee DiDonato, Trustee Fuller, and Trustee Seat. All Board Members were present.

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

A motion was made by Trustee Seat, seconded by Trustee Pearson, to approve the agenda: Vote 5-0, motion carried.

STATEMENTS:

Received a statement from the OUTA Representative.

SUPERINTENDENT COMMENTS:

Received a statement from the Superintendent.

BOARD MEMBER COMMENTS:

Received statements from the Board Members.

PUBLIC COMMENTS:

None Received.

PROPOSED CONSENT AGENDA:

A motion was made by Trustee Pearson, seconded by Trustee Fuller, to approve the consent agenda. Roll Call Vote: Trustee Corridon, aye; Trustee DiDonato, aye; Trustee Pearson, aye; Trustee Fuller, aye; and Trustee Seat, aye: Vote 5-0, motion carried.

Approved items are as follows:

I. Minutes from June 26, 2024, Regular Meeting of the Board of Trustees.

II. Personnel Report as of July 17, 2024.

III. Technology Disposal Report as of July 17, 2024.

IV. Equipment and Furniture Disposals as of July 17, 2024.

V. Purchase Requisition Report as of July 2024.

VI. Extra Hours and Overtime Report as of July 2024.

VII. Extra Services Report as of July 2024.

VIII. Routine Administrative Business Items as of July 17, 2024.

IX. Warrants dated June 18, 2024; June 25, 2024; and July 2, 2024.

X. Out of state travel to What's Right in Education Conference

XI. Contract with Brady Industries to provide paper products to Nutrition Services for the 2024-25 school year.

XII. Contract with Sysco Food Service to provide food to Nutrition Services for the 2024-25 school year.

XIII. Contract with Great Minds Eureka Math for Professional Development.

XIV. Resolution #2024-2025/1 in the Matter of Budget Transfers of Funds.

XV. Resolution #2024-2025/2 in the Matter of Authorization to Approve Destruction of Retained Records.

STUDENT ACHIEVEMENT & ENGAGEMENT REPORT:

The Board of Trustees received a statement from the Deputy Superintendent of Learning Support Services.

BUSINESS:

The Board of Trustees received a statement from the Assistant Superintendent of Business Services.

The Board of Trustees received the Actuarial Study of Retiree Health Liabilities from Total Compensation Systems, Inc. as of June 12, 2024.

A motion was made by Trustee Corridon, seconded by Trustee Pearson, to approve the compensation for the Physical Therapist to be added into the Administrative Council Salary Schedule D. Vote 5-0, motion carried.

PERSONNEL:

The Board of Trustees received a statement from the Assistant Superintendent of Human Resource Services.

A motion was made by Trustee DiDonato, seconded by Trustee Seat, to approve the Variable Term Waiver for Sydnie Nelson, Alexandra Orler, Jocelyn Moorhead, Claire Neumeuer, Elly Trejo, Ashley Hayes, and Brooke Duncan. Vote 5-0, motion carried.

A motion was made by Trustee Corridon, seconded by Trustee DiDonato, to approve the Provisional Internship Permit for Lavette Spencer, Jacqueline Rolandelli, and Zoudany Ros. Vote 5-0, motion carried.

A motion was made by Trustee Pearson, seconded by Trustee Fuller, to approve the MOU with Fortune School of Education for placement of teacher interns in their education credential program. Vote 5-0, motion carried.

A motion was made by Trustee Fuller, seconded by Trustee DiDonato, to approve the MOU with National University for placement of paid student interns enrolled in their education credential program. Vote 5-0, motion carried.

A motion was made by Trustee Seat, seconded by Trustee Pearson, to approve the MOU with National University for placement of unpaid student teachers and practicum to candidates enrolled in their education credential program. Vote 5-0, motion carried.

A motion was made by Trustee Corridon, seconded by Trustee DiDonato, to approve the Resolution for Exemption to the 180-Day State Teacher Retirement System (STRS) wait period for Julia Quarry. Roll Call Vote: Trustee Corridon, aye; Trustee DiDonato, aye; Trustee Pearson, aye; Trustee Fuller, aye; and Trustee Seat, aye: Vote 5-0, motion carried.

PUBLIC COMMENT ON CLOSED SESSION ITEMS:

None Received.

CLOSED SESSION

In closed session, a motion was made by Trustee Seat, seconded by Trustee DiDonato to approve an employees' Resignation Settlement Agreement, identified by #A07172024, effective July 10, 2024. Roll Call Vote: Trustee Corridon, aye; Trustee DiDonato, aye; Trustee Pearson, aye; Trustee Fuller, aye; and Trustee Seat, aye: Vote 5-0, motion carried.

In closed session, a motion was made by Trustee DiDonato, seconded by Trustee Pearson to extend the Superintendent's contract by two years, effective July 1, 2024 - June 30, 2027. Roll Call Vote: Trustee Corridon, aye; Trustee DiDonato, aye; Trustee Pearson, aye; Trustee Fuller, aye; and Trustee Seat, aye: Vote 5-0, motion carried.

FUTURE MEETINGS:

Regular Meeting	Wednesday, August 7, 2024, at 6:00 PM Laurel Elementary Multi-Purpose Room
Regular Meeting	Wednesday, August 21, 2024, at 6:00 PM Laurel Elementary Multi-Purpose Room

ADJOURN:

A motion was made by Trustee Seat, seconded by Trustee Corridon, to adjourn the meeting at 8:19 PM. Vote 5-0, motion carried.

Respectfully submitted:

Jeff Palmquist,
Secretary/ Superintendent

Approved and ordered into the proceedings for the District on August 7, 2024:

Craig Pearson,
Clerk

TO: **Board of Trustees**
FROM: **Tammi Lauderdale, Human Resources Specialist**
DATE: **August 7, 2024**
RE: **PERSONNEL ACTION**

* Appointments are contingent on pre-employment verification & completion of all requirements for employment with OU
* Equal Opportunity Employer

CERTIFICATED PERSONNEL

APPOINTMENT:

* Alesha Daniels	Teacher
Site:	Delta Vista Middle School
Degree:	BA: English, California State University, East Bay
Credential:	Short Term Staff Permit - English
Salary:	Range II, Step 1
Effective:	7/24/2024

CLASSIFIED PERSONNEL

APPOINTMENT:

* Cassandra Apodaca	Instructional Paraprofessional
Site:	Gehringer Elementary School
Salary:	Range 34, Step 2
Hours:	3.67 hours per day/10 months per year
Effective:	7/30/2024
* Meredith Aguilar	Instructional Paraprofessional
Site:	Almond Grove Elementary School
Salary:	Range 34, Step 1
Hours:	5.62 hours per day/10 months per year
Effective:	7/30/2024
* Erinn Bagnaschi	Instructional Paraprofessional
Site:	Almond Grove Elementary School
Salary:	Range 36, Step 1
Hours:	4 hours per day/10 months per year
Effective:	To be determined
* Meghan Diles	Instructional Paraprofessional
Site:	Oakley Elementary School
Salary:	Range 34, Step 1
Hours:	3.67 hours per day/10 months per year
Effective:	To be determined
* Jessica Diaz	Instructional Paraprofessional
Site:	Summer Lake Elementary School
Salary:	Range 34, Step 1
Hours:	4.8 hours per day/10 months per year
Effective:	7/30/2024

* Ericka Derouen-Esquivel	Instructional Paraprofessional/Bilingual
Site:	Laurel Elementary School
Salary:	Range 36, Step 1
Hours:	3 hours per day/10 months per year
Effective:	To be determined
* Jennifer Furer	Instructional Paraprofessional
Site:	Summer Lake Elementary School
Salary:	Range 36, Step 4
Hours:	3 hours per day/10 months per year
Effective:	7/30/2024
* Amanda Freitas	Instructional Paraprofessional
Site:	Oakley Elementary School
Salary:	Range 34, Step 1
Hours:	5.5 hours per day/10 months per year
Effective:	8/1/2024
* Christina Haynes	Extended Day Learning Center Paraprofessional
Site:	Summer Lake Elementary School
Salary:	Range 34, Step 1
Hours:	5.1 hours per day/10 months per year
Effective:	7/30/2024
* Katelyn Jones	Instructional Paraprofessional
Site:	Oakley Elementary School
Salary:	Range 34, Step 1
Hours:	3 hours per day/10 months per year
Effective:	7/30/2024
* Esmeralda Hurtado	Instructional Paraprofessional
Site:	Almond Grove Elementary School
Salary:	Range 34, Step 3
Hours:	6 hours per day/10 months per year
Effective:	7/30/2024
* Josephine Kahoalii	Campus Supervisor
Site:	Summer Lake Elementary School
Salary:	Range 35, Step 5
Hours:	1.5 hours per day/10 months per year
Effective:	7/30/2024
* Raquel Leaderich	Literacy Support Instructional Paraprofessional
Site:	Gehringer Elementary School
Salary:	Range 36, Step 1
Hours:	3 hours per day/10 months per year
Effective:	7/30/2024
* Grace McPherson	Instructional Paraprofessional
Site:	Summer Lake Elementary School
Salary:	Range 34, Step 1
Hours:	4 hours per day/10 months per year
Effective:	7/30/2024

* Juana Martinez	Instructional Paraprofessional
Site:	Laurel Elementary School
Salary:	Range 36, Step 1
Hours:	5.08 hours per day/10 months per year
Effective:	7/30/2024
* Misty Miguel	Instructional Paraprofessional
Site:	Vintage Parkway Elementary School
Salary:	Range 35, Step 2
Hours:	4.67 hours per day/10 months per year
Effective:	7/30/2024
* Theresa Osorio	Instructional Paraprofessional
Site:	Oakley Elementary School
Salary:	Range 34, Step 1
Hours:	2.53 hours per day/10 months per year
Effective:	7/30/2024
* Mayra Loadholt	Instructional Paraprofessional
Site:	Iron House Elementary School
Salary:	Range 34, Step 1
Hours:	3.67 hours per day/10 months per year
Effective:	7/30/2024
* Angela Larimer	Nutrition Services Assistant I
Site:	Delta Vista Middle School
Salary:	Range 33, Step 2
Hours:	6 hours per day/10 months per year
Effective:	7/30/2024
* Jamie Moore	Instructional Paraprofessional
Site:	Almond Grove Elementary School
Salary:	Range 35, Step 2
Hours:	5.7 hours per day/10 months per year
Effective:	7/30/2024
* Patti Memory-Crowell	Instructional Paraprofessional
Site:	Almond Grove Elementary School
Salary:	Range 34, Step 4
Hours:	5.62 hours per day/10 months per year
Effective:	7/30/2024
* Maria Nieves	Instructional Paraprofessional
Site:	Gehringer Elementary School
Salary:	Range 34, Step 1
Hours:	3 hours per day/10 months per year
Effective:	7/30/2024
* Diana Prado	Instructional Paraprofessional
Site:	Oakley Elementary School
Salary:	Range 34, Step 2
Hours:	3 hours per day/10 months per year
Effective:	7/30/2024

* Barbara Roblejo	Instructional Paraprofessional
Site:	Oakley Elementary School
Salary:	Range 34, Step 1
Hours:	5.95 hours per day/10 months per year
Effective:	7/30/2024
* Haley Randall	Instructional Paraprofessional
Site:	Laurel Elementary School
Salary:	Range 36, Step 1
Hours:	6.11 hours per day/10 months per year
Effective:	7/30/2024
* Virginia Sciortino-Kuiper	Instructional Paraprofessional
Site:	O'Hara Park Middle School
Salary:	Range 34, Step 1
Hours:	6.07 hours per day/10 months per year
Effective:	7/30/2024
* Veronica Villegas	Instructional Paraprofessional
Site:	Vintage Parkway Elementary School
Salary:	Range 34, Step 2
Hours:	3.75 hours per day/10 months per year
Effective:	7/30/2024
* Sasha Vega	Instructional Paraprofessional
Site:	O'Hara Park Middle School
Salary:	Range 34, Step 1
Hours:	6.28 hours per day/10 months per year
Effective:	8/5/2024
* Erica Sanchez	Instructional Paraprofessional
Site:	Vintage Parkway Elementary School
Salary:	Range 38, Step 5
Hours:	5.58 hours per day/10 months per year
Effective:	7/30/2024
* Brittney Varleta	Instructional Paraprofessional
Site:	Summer Lake Elementary School
Salary:	Range 34, Step 2
Hours:	5.75 hours per day/10 months per year
Effective:	7/30/2024
* Brenda Ramirez	State Preschool Instructional Assistant
Site:	Oakley Elementary School
Salary:	Range 40, Step 2
Hours:	3 hours per day/10 months per year
Effective:	7/30/2024
* Nicole Spencer	Literacy Support Instructional Paraprofessional
Site:	Summer Lake Elementary School
Salary:	Range 37, Step 1
Hours:	3 hours per day/10 months per year
Effective:	7/30/2024

RESIGNATION:

* Clarence Isadore	Assistant Principal
Site:	Delta Vista Middle School
Effective:	7/22/2024 (position only)
* Cassandra Apodaca	Instructional Paraprofessional
Site:	Gehringer Elementary School
Effective:	6/5/2024 (position only)
* Jessica Diaz	Campus Supervisor
Site:	Summer Lake Elementary School
Effective:	6/5/2024 (position only)
* Jennifer Furer	Literacy Support Instructional Paraprofessional
Site:	Summer Lake Elementary School
Effective:	6/5/2024 (position only)
* Alexis Fuller	Instructional Paraprofessional
Site:	O'Hara Park Middle School
Effective:	6/5/2024
* Chantal Hernandez	Instructional Paraprofessional
Site:	O'Hara Park Middle School
Effective:	6/5/2024
* Jamie Moore	Instructional Paraprofessional
Site:	Oakley Elementary School
Effective:	6/5/2024 (position only)
* Patti Memory-Crowell	Literacy Support Instructional Paraprofessional
Site:	Almond Grove Elementary School
Effective:	6/5/2024 (position only)
* Diana Prado	Instructional Paraprofessional
Site:	Oakley Elementary School
Effective:	6/5/2024 (position only)
* Alma Rodriguez	Campus Supervisor
Site:	Vintage Parkway Elementary School
Effective:	6/5/2024
* Barbara Roblejo	Campus Supervisor
Site:	O'Hara Park Middle School
Effective:	6/5/2024 (position only)
* Veronica Villegas	Literacy Support Instructional Paraprofessional
Site:	Gehringer Elementary School
Effective:	6/5/2024 (position only)
* Virginia Sciortino Kuiper	Campus Supervisor
Site:	O'Hara Park Middle School
Effective:	6/5/2024 (position only)

* Erica Sanchez	Instructional Paraprofessional
Site:	Almond Grove Elementary School
Effective:	6/5/2024 (position only)

UNPAID LEAVE OF ABSENCE:

* Robin Christiansen	Teacher
Site:	Leave of Absence 2023-2024
Effective:	7/26/24 through 12/31/2024

EXHIBIT 3

Equipment and Furniture Disposals

August 7, 2024

SCHOOL SITE	DESCRIPTION	QUANTITY	SERIAL NUMBER	ASSET TAG	DISPOSAL REASON	HELP DESK TICKET #
Laurel	Student Desks	10			Broken/Unrepairable	
Laurel	Small wooden tables	2			Broken/Unrepairable	
Laurel	Small wooden chair	1			Broken/Unrepairable	
Laurel	Office chair	1			Broken/Unrepairable	
Laurel	Shelf unit	1			Broken/Unrepairable	
Laurel	Large rug	1			Broken/Unrepairable	
Laurel	Large table	1			Broken/Unrepairable	

Routine Administrative Business Items - August 7, 2024

	Department	Description	Vendor	Funding Source	Amount	Dates of Service /Contract Terms:
a.	Business & Operations	Quote for Vintage Parkway main office AC removal and replacement.	Bel Air Mechanical	General Fund	$18,400.00	7/17/2024-8/1/2024
b.	Business & Operations	Renewal of Agreement to provide legal services for the 2024-25 school year.	Fagen, Freedman & Fulfrost LLP	General Fund	$25,000.00	7/1/2024-6/30/2025
c.	Business & Operations	Quote for Oakley play structure demolition and replacement.	Kya Services	Fund-40	$12,092.25	6/17/2024-7/30/2024
d.	Education Services	Quote for renewal of Annual Subscription. Lexia Reading Core 5 and Power Up support educators in providing differentiated literacy support for students of all abilities in grades TK-8.	Lexia	LCFF Supplemental	$94,500.00	8/1/2024 - 7/31/2025
e.	Education Services	22-month renewal of Agreement with NewsELA to provide their web-based reading program designed to support mastery of reading non-fiction in any subject for Middle School students.	NewsELA	LCFF Supplemental	$38,627.00	9/1/2024 - 6/30/2026
f.	Gehringer	Contract for their program supporting the social emotional well-being of students.	Mindful Life Project	Title 1 $15,000 and School Climate grant $25,000	$40,000.00	7/30/2024-6/6/2025
g.	Human Resources	Contract for the 2024-25 school year to provide OUESD staff 2-year CPR certification.	CPR F.A.S.T.	General Fund	$9,000.00	7/1/2024-6/30/2025
h.	Special Education	Agreement for a Virtual SLP at Delta Vista for the 2024-25 school year.	Platinum Therapy	Special Education	$189,114.80	7/29/2024 - 6/30/2025
i.	Special Education	Agreement for a Virtual SLP at Laurel for the 2024-25 school year.	Amergis	Special Education	$168,360.00	7/29/2024 - 6/6/2025
j.	Special Education	Agreement for a school Psychologist at Iron House for the 2024-25 school year.	Amergis	Special Education	$190,320.00	7/29/2024 - 6/6/2025
k.	Special Education	Agreement for a Psycho-educational Independent Evaluation for student #19493.	The Bylund Clinic	Special Education	$6,000.00	7/16/2024 - 6/30/2025
l.	Special Education	Agreement for a Psycho-educational Independent Evaluation for student #18114.	The Bylund Clinic	Special Education	$6,000.00	7/16/2024 - 6/30/2025

Routine Contract Board Agenda Submission Form

Board Meeting Date: August 7, 2024 **Department:** Business & Operation Services

Subject: Quote for replacement of Vintage AC

Brief Description: Removal and Replacement of Vintage Parkway's main office Air Conditioning unit.

Vendor: Bel Air Mechanical

Amount: $18,400

Funding Source: General Fund

MUNIS Req #: 26306

Date(s) of Service/Contract Terms/ Fiscal Year: 7/17/2024-8/1/2024

(If multiple, please include by listing all in one submission, group by vendor.

Above is the basic information required)

IF APPLICABLE:

☐Signature Required ☐Confidential **Submitted By:** Rianne Pfaltzgraff

* Please submit this form along with a copy of the contract and supporting documents (i.e. insurance, w9, etc.) for Board inspection upon request and/or for signature as needed.

Routine Contracts = contracts occurring on an annual or semi-annual basis and/or are regularly submitted to the Board for approval:

Examples of Routine Contracts:

- Field Trips,
- Assembly(s),
- School Photos,
- Subscription Renewals,
- On-site Workshops/ Presentations,
- SPED Transportation,
- SPED assessment services,
- SPED IEP support services,
- Independent evaluations.

Contracts for purchases, projects, confidential settlements/agreements and/or new service agreements will need to be submitted using the Exhibit worksheet and follow the regular exhibit process.

Bel Air Mechanical

BAY AREA CHAPTER SMACNA

July 16, 2024

Charlie Aubert
Oakley Union Elementary School District
4901 Frank Hagel Way
Oakley, CA 94561

Re: Vintage ES Main Office-1000 Vintage Pkwy, Oakley CA 94561-4T Carrier RTU

INCLUSIONS

- Safe-off, Remove and dispose existing Main Office AC Unit
- Procure and install new 4 Ton Carrier Ultra Low NOx Gas/PK RTU, 460V 3ph w/economizer, Hail Guard
- Crane and rigging
- Procure and install new Unit disconnect
- Reconnect new Carrier RTU to existing Mechanical, Electrical and Piping
- Start-up, test and confirm proper AC System operation
- Return new 4T Carrier RTU to scheduled Online Control Status

EXCLUSIONS

- Anything not listed above
- High voltage electrical
- Architectural sheet metal (coping, flashings, caps, louvers, etc. except work detailed in "INCLUSIONS")
- Structural reinforcements or supports. Wood curbs or blocking. Concrete work.
- Cutting or patching of penetrations. Roofing or flashings. Painting of ductwork or equipment.
- Overtime work. Design engineering. Seismic engineering calculations.
- Expedited freight charges for materials or equipment. Permits or inspection fees. Bonds of any kind.

Price for above HVAC work: $18,400

Price includes all materials, sales tax and labor on regular time. Price is good for thirty (30) days.
Terms: Net 15 days, pending a favorable credit review.

WARRANTY

All workmanship and materials are warranted for one (1) year. Equipment warranties will be stated by the equipment manufacturer.
Please call if you have any questions.
Sincerely,

Bruce Campbell
925-719-0444

X Rianne Pfaltzgraff
Authorized Signature & Date

Scott Welk
209-210-7997

Routine Contract Board Agenda Submission Form

Board Meeting Date: August 7, 2024 **Department:** Business & Operation Services

Subject: Approval of the Agreement with Fagen, Friedman & Fulfrost LLP

Brief Description: Agreement to provide Legal Services for the 2024-2025 school year.

Vendor: Fagen, Friedman & Fulfrost LLP

Amount: $25,000

Funding Source: General Fund

MUNIS Req #: 25668

Date(s) of Service/Contract Terms/ Fiscal Year: 7/1/2024-6/30/2025

(If multiple, please include by listing all in one submission, group by vendor.

Above is the basic information required)

IF APPLICABLE:

☒Signature Required ☐Confidential **Submitted By:** Rianne Pfaltzgraff

* Please submit this form along with a copy of the contract and supporting documents (i.e. insurance, w9, etc.) for Board inspection upon request and/or for signature as needed.

Routine Contracts = contracts occurring on an annual or semi-annual basis and/or are regularly submitted to the Board for approval:

Examples of Routine Contracts:

- Field Trips,
- Assembly(s),
- School Photos,
- Subscription Renewals,
- On-site Workshops/ Presentations,
- SPED Transportation,
- SPED assessment services,
- SPED IEP support services,
- Independent evaluations.

Contracts for purchases, projects, confidential settlements/agreements and/or <u>new</u> service agreements will need to be submitted using the Exhibit worksheet and follow the regular exhibit process.

Fagen Friedman & Fulfrost LLP

AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Oakley Union Elementary School District ("Client") and the law firm of Fagen Friedman & Fulfrost LLP (F3 Law) ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2024:

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. CLIENT'S DUTIES. Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. CONSULTANT SERVICES. Attorney may provide consulting services, which may be referred to as Next Level Client Services, in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney consultants, including but not limited to: governance training and assistance; communications services; education program planning and implementation; mentoring, coaching, and leadership; strategic planning and solutions; and advocacy at the local and state level.

5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING. Attorney will protect Client data in a manner that is compliant with state and federal law. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service. Most of Attorney's electronic data, including emails and documents, are stored in this manner. Attorney will take reasonable precautions to keep email and other electronic data confidential and secure.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule, as well as the current job title designations/ classifications listed hereon, are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

(d) Other fees and costs. Client understands that if a case proceeds to court action, arbitration or administrative hearing, the court, arbitrator or reviewing agency may award attorney fees and costs to the other party or parties. Payment of such attorney fees and costs shall be the sole responsibility of Client. Similarly, other parties may be required to pay some or all of the fees and costs incurred by Client. Client acknowledges that any such determination does not in and of itself affect the amount of the fees and costs to be paid by Client to Attorney pursuant to this agreement.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. CLIENT APPROVAL NECESSARY FOR SETTLEMENT
Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

10. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

11. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

13. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

14. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

15. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

16. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Oakley Union Elementary School District	Fagen Friedman & Fulfrost LLP
	Namita S. Brown
Type or Print Name	***Name***
	Managing Partner
Type or Print Title	***Title***
	
District Authorized Signature	***Signature***
DATE:_____	DATE: April 24, 2024

Fagen Friedman & Fulfrost LLP

Please Return
Professional Rate
Schedule With Contract

PROFESSIONAL RATE SCHEDULE

Oakley Union Elementary School District
July 1, 2024

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	$320 - $360 per hour
Partner	$385 - $420 per hour
Senior Partner*	$445 per hour
Senior Counsel/Of-Counsel	$400 - $420 per hour
Paralegal	$230 - $315 per hour
Law Clerk	$315 per hour
Next Level Client Services	$180 per hour
Education Consultant	$325 per hour
Communications Services Consultant	$355 per hour
Communications Services Associate	$100 per hour
Technology Discovery Associate	$50 per hour

**Partners with 25+ years of experience.*

Travel time shall be charged only from the Attorney's nearest office to the destination and shall be prorated if the assigned Attorney travels for two or more clients on the same trip. If Client requests a specific Attorney, Client agrees to pay for all travel time of that specific Attorney in connection with the matter. For matters concerning compliance with state and federal voting rights laws and/or related subjects, Client agrees to pay for all travel time of assigned Attorney in connection with those matters.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. COSTS AND EXPENSES

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

Routine Contract Board Agenda Submission Form

Board Meeting Date: August 7, 2024 **Department:** Business & Operation Services

Subject: Quote for Oakley play structure replacement

Brief Description: Services to include demolition and replacement of Oakley play structure.

Vendor: Kya Services

Amount: $12,092.25

Funding Source: Fund-40

MUNIS Req #: 26323

Date(s) of Service/Contract Terms/ Fiscal Year: 6/17/2024-7/30/2024

(If multiple, please include by listing all in one submission, group by vendor.

Above is the basic information required)

IF APPLICABLE:

☒Signature Required ☐Confidential **Submitted By:** Rianne Pfaltzgraff

* Please submit this form along with a copy of the contract and supporting documents (i.e. insurance, w9, etc.) for Board inspection upon request and/or for signature as needed.

Routine Contracts = contracts occurring on an annual or semi-annual basis and/or are regularly submitted to the Board for approval:

Examples of Routine Contracts:

- Field Trips,
- Assembly(s),
- School Photos,
- Subscription Renewals,
- On-site Workshops/ Presentations,
- SPED Transportation,
- SPED assessment services,
- SPED IEP support services,
- Independent evaluations.

Contracts for purchases, projects, confidential settlements/agreements and/or <u>new</u> service agreements will need to be submitted using the Exhibit worksheet and follow the regular exhibit process.

PCO # 1
DATE: 7/11/24
PROJECT #: P-0100554
CONTRACT #: 241989-00

PROJECT NAME: Oakley UESD - Oakley ES School Play Structure Demo/Replacement

TO: Oakley UESD
91 Mercedes Lane
Oakley, CA 94561

FROM: KYA Services
3235 Sunrise Blvd., Suite 3
Rancho Cordova, CA 95742

Scope: Tree Removal
Demolition of additional shed and board
Additional Excavation and Baserock
Rental Equipment - Excavator

		ADD	DEDUCT
A	Labor Charge:	$7,115.00	$0.00
B	Material Charge:	$2,500.00	$0.00
C	Equipment Charge:	$900.00	$0.00
D	Subtotal:	$10,515.00	$0.00
E	10% Subcontract Profit & Overhead:	$1,051.50	
F	Subtotal:	$11,566.50	
G	5% Bonding, Insurance, Profit, & Overhead:	$525.75	
H	Total:	$12,092.25	$0.00
I	Impact Contract Days:	1 - 2 days	

ORIGINAL CONTRACT AMOUNT: $308,214.24
PREVIOUSLY APPROVED CHANGE ORDERS: 0
AMOUNT OF CURRENT PCO: $12,092.25
NEW CONTRACT TOTAL: $320,306.49

Approved By: _____

Approval Date: _____

Routine Contract Board Agenda Submission Form

Board Meeting Date: August 7, 2024 **Department:** Education Services

Subject: Quote for renewal of Annual Subscription

Brief Description: Lexia Reading Core 5 and Power Up support educators in providing differentiated literacy support for students of all abilities in grades TK-8.

Vendor: Lexia

Amount: $94,500

Funding Source: LCFF Supplemental

MUNIS Req #: 26364

Date(s) of Service/Contract Terms/ Fiscal Year: 8/1/2024-7/31/2025

(If multiple, please include by listing all in one submission, group by vendor.

Above is the basic information required)

IF APPLICABLE:

☐Signature Required ☐Confidential **Submitted By:** Maria Bordanaro

* Please submit this form along with a copy of the contract and supporting documents (i.e. insurance, w9, etc.) for Board inspection upon request and/or for signature as needed.

Routine Contracts = contracts occurring on an annual or semi-annual basis and/or are regularly submitted to the Board for approval:

Examples of Routine Contracts:

- Field Trips,
- Assembly(s),
- School Photos,
- Subscription Renewals,
- On-site Workshops/ Presentations,
- SPED Transportation,
- SPED assessment services,
- SPED IEP support services,
- Independent evaluations.

Contracts for purchases, projects, confidential settlements/agreements and/or <u>new</u> service agreements will need to be submitted using the Exhibit worksheet and follow the regular exhibit process.

QUOTE

Lexia Learning Systems LLC
300 Baker Avenue, Suite 202
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-574960-2
Created Date: 7/8/2024

Prepared By: Kristin Hughes
Email: kristin.hughes@lexialearning.com

Quote To:
Renee Stewart
Oakley Union Elementary School District
91 Mercedes Ln
Oakley, CA 94561 US

Bill To:
Oakley Union Elementary School District
91 Mercedes Lane
Oakley, CA 94561 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
8/1/2024	7/31/2025	9	Lexia Core5 Reading/PowerUp Literacy Unlimited School Subscription Renewal	$10,500.00	$94,500.00

Total Price $94,500.00
Est. Tax $0.00
Total Due $94,500.00

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

Fax or email Purchase Orders with quote number Q-574960-2 to the following:
Attn: Kristin Hughes
Email: kristin.hughes@lexialearning.com
Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS
**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM
This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE
All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at https://lexialearning.com/privacy/eula (the “License”), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the “Agreement”). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

Routine Contract Board Agenda Submission Form

Board Meeting Date: August 7, 2024 **Department:** Education Services

Subject: Agreement with NewsELA

Brief Description: 22-month renewal of Agreement to provide their web-based reading program designed to support mastery of reading non-fiction in any subject for Middle School students.

Vendor: NewsELA

Amount: $38,627

Funding Source: LCFF Supplemental

MUNIS Req #: 26365

Date(s) of Service/Contract Terms/ Fiscal Year: 9/1/2024-6/30/2026

(If multiple, please include by listing all in one submission, group by vendor.

Above is the basic information required)

IF APPLICABLE:

☐Signature Required ☐Confidential **Submitted By:** Maria Bordanaro

* Please submit this form along with a copy of the contract and supporting documents (i.e. insurance, w9, etc.) for Board inspection upon request and/or for signature as needed.

Routine Contracts = contracts occurring on an annual or semi-annual basis and/or are regularly submitted to the Board for approval:

Examples of Routine Contracts:

- Field Trips,
- Assembly(s),
- School Photos,
- Subscription Renewals,
- On-site Workshops/ Presentations,
- SPED Transportation,
- SPED assessment services,
- SPED IEP support services,
- Independent evaluations.

Contracts for purchases, projects, confidential settlements/agreements and/or <u>new</u> service agreements will need to be submitted using the Exhibit worksheet and follow the regular exhibit process.

Preliminary Pricing for 24-26 School Year

Oakley Union Team – we're grateful for your partnership and we're excited to present these renewal options. These options were developed based on:

- Request to end contract on 6/30
- Previously shared gaps at elementary schools (outdated materials)
- LCAP 2024-2027 goal 4

This pricing is for a **~22 month term**, to end on contract on 6/30/2026. A term >12 months enables us to offer greater discounts and avoids annual uplifts. For context, your standard 12 month subscription cost would be: **$21,069**.

	Scope	Product	Price Per Student (annually)	Price Estimate (includes 2 PD sessions)
Option 1: Current Solution Legacy bundle rate + no additional annual price increase	Middle Schools	Newsela ELA	$11.32	**$38,627**
Option 2: 15% discount applied due to >3k students and expanded term	Middle Schools Elementary Schools (3-5)	Newsela ELA Newsela Essentials	$9.35 $4.68	**$46,248**
Option 3: 20% discount applied for expanded term and >1 product	Middle Schools Elementary Schools (3-5)	Newsela ELA Newsela SS	$8.80 $6.40	**$48,426**

We recommend you review our efficacy studies which prove that **students reading on Newsela 2x/week**:

- Showed the equivalent of an additional year of instruction on a state social studies exam – use of Newsela SS allowed students to practice key comprehension skills applicable to both ELA & SS
- Scored 4 percentiles (5 for Hispanic/Latino students) higher on the SBAC than their peers not using Newsela (study conducted on large urban CA district)

newsela

Appendix

About Newsela Products (efficacy studies & product overviews)

Engage, support, and grow every learner



Newsela's products are purpose-built to inspire teachers, unlock student motivation, and drive long-lasting learning outcomes. With over 15,000 authentic texts published at five reading levels, teacher scaffolding tools, and flexible formative assessments with actionable data and insights, Newsela helps teachers engage, support, and grow every learner.

Newsela ELA

Give teachers relevant, real-world content combined with powerful scaffolds and assessment tools to make literacy outcomes a reality for every learner. Access to authentic, differentiated texts covering a range of curricular topics and student interests. Build background knowledge, boost vocabulary, and authentically drive literacy skills.

KEY FEATURES:

- *20+ content genres including fiction, nonfiction, and videos*
- *Standards-aligned ELA quizzes*
- *Collections curated with lesson suggestions and planning tools*
- *Curriculum Complements*
- *Power Words vocab activities*
- *Add activities with Formative*

Newsela Social Studies

Give teachers easy access to all the sources, perspectives, and activities they need to build real-world skills, cover required standards, and help every student draw connections between lessons and their everyday lives.

KEY FEATURES:

- *Primary sources, biographies, interactive videos*
- *Collections organized by course*
- *Curriculum Complements*
- *Teaching resources like inquiry-focused lessons*
- *Add activities with Formative*

Newsela Science

Give teachers the authentic, accessible content they need to integrate science and literacy, build background knowledge on science concepts, develop claims with evidence, and make real-world connections to lessons. Engage every learner to be curious and prepared to solve the problems of tomorrow.

KEY FEATURES:

- *Real-world phenomena, core ideas, interactive videos*
- *Collections organized by domain*
- *Curriculum Complements*
- *NGSS-aligned lessons with performance tasks*
- *Add activities with Formative*

Formative

Give teachers a formative assessment platform with 20+ customizable activity types and real-time insights to support a range of instruction and assessment needs. Teachers and departments can collaborate and share best practices, and admins can drive common practices and gather consistent data across classrooms to track student progress over time.

KEY FEATURES:

- *20+ activity types*
- *Standards-based reporting*
- *Real-time student feedback and support*
- *Collaboration and sharing tools*
- *Shared folders and support for common assessments*

newsela

To learn more about our products, scan this QR code or visit newsela.com/about/products

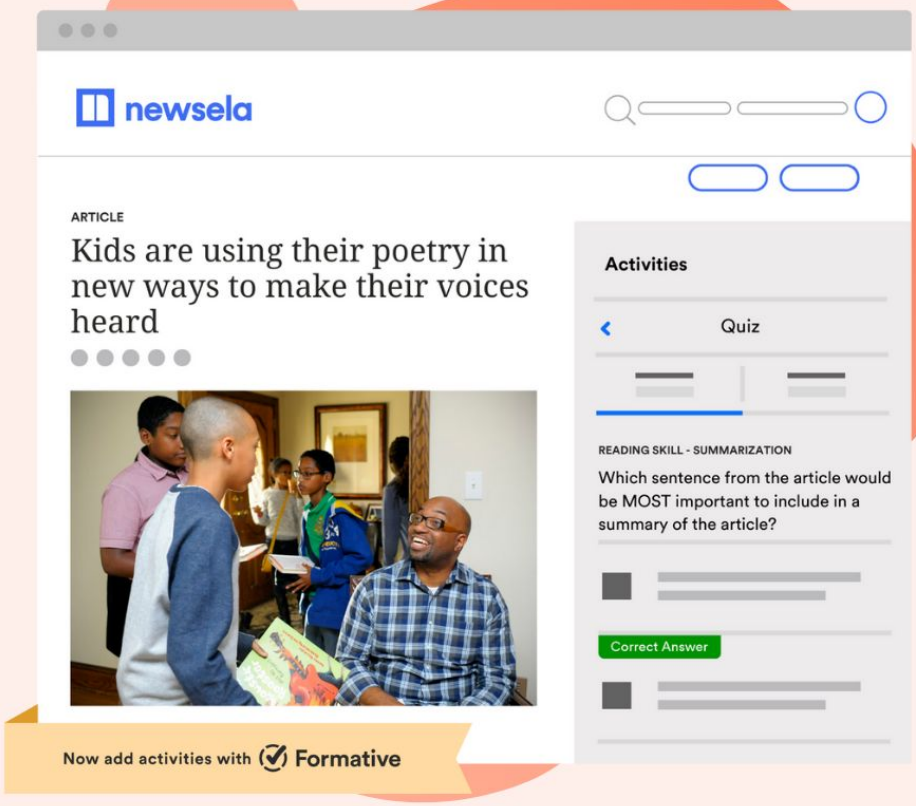
NEWSELA ELA

Drive meaningful literacy outcomes with content-rich instruction

Give teachers relevant, real-world content combined with powerful scaffolds and assessment tools to make literacy outcomes a reality for every learner.

Students who read and take quizzes 2x per week see 3 additional months of literacy skill growth by the end of the school year

- Practice literacy skills without sacrificing engagement with standards-aligned quizzes and customizable assessments with Formative—all rooted in content
- Build background knowledge on any topic with over 15,000 relevant texts and videos curated to support ELA instruction
- Support and grow every learner with powerful scaffolding tools like differentiated texts and in-context vocabulary
- Include authentic and diverse perspectives in any lesson with content from over 175 trusted partners



newsela

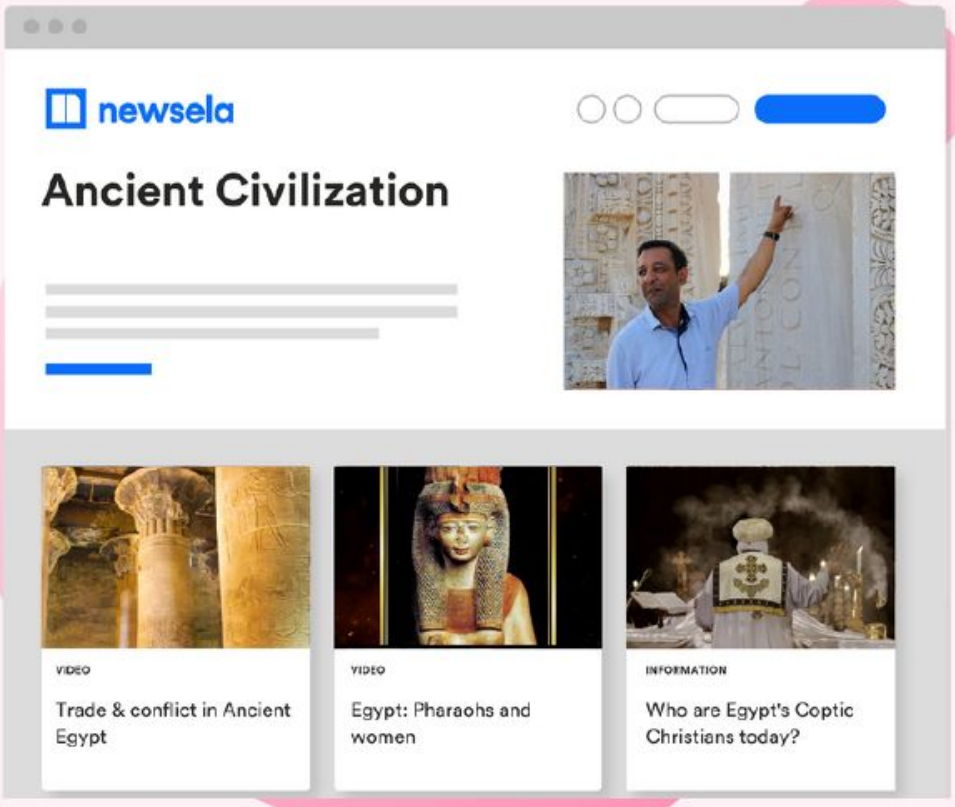
To learn more about Newsela ELA, scan this QR code or visit newsela.com/about/products/ela

Newsela Social Studies for California

Relevant and responsive materials to prepare the next generation of citizens

Give teachers easy access to all the sources, perspectives, and activities they need — all in one place. Cover required standards, build real-world skills, and help every student draw connections between lessons and their everyday lives to see why social studies matters.

- Access a variety of course-aligned content in one vetted, time-saving place, like primary sources, biographies, speeches, and videos
- Scaffold grade-level concepts and texts for all students with powerful scaffolding tools like differentiated texts and read-aloud mode
- Build skills to support college, career, and civic readiness like inquiry, media literacy, and digital citizenship with curated content and activities
- Respond to local needs and hard-to-cover standards with California specific content and Ethnic Studies resources aligned to the state framework

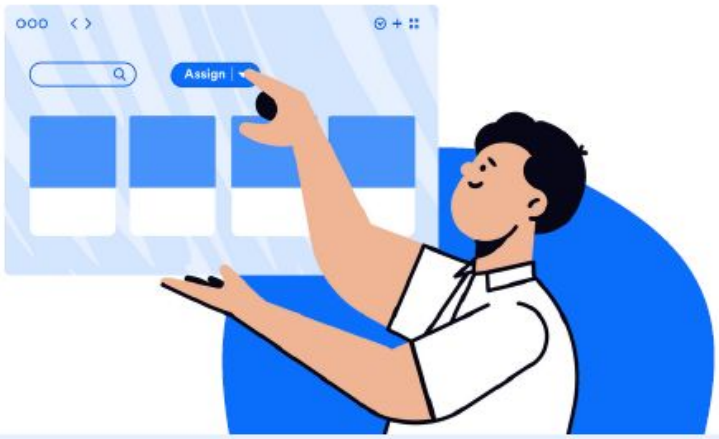


newsela

To learn more about Newsela Social Studies, scan this QR code or visit newsela.com/about/products/social-studies

Newsela Social Studies for California

Real-world, relevant, and responsive. Explore the resources and content that Newsela offers for California Social Studies.



Newsela Social Studies for California

Easy access to all the California-aligned sources, diverse perspectives, and activities you need for engaging lessons to prepare the next generation of citizens



GEOGRAPHY

Climate change in the U.S. Great Plains



U.S. HISTORY

Women's leadership in the American Revolution



GOVERNMENT & ECONOMICS

Countless challenges: After 230 years, Electoral College creates divisions

California Ethnic Studies Content

Explore primary and secondary sources to cover key Ethnic Studies concepts like hegemony, oppression, and resistance, as well as deep-dives into African American, Asian American, Chicanx/Latinx, and Indigenous American Studies



ARTS

Mexican L.A.: History, Culture and Resistance



ARTS & CULTURE

Polynesians in California: Evidence for an Ancient Exchange



ARTS & CULTURE

What is intersectionality?

California Elementary Social Studies Content

Flexible, modular units centered around essential questions and closely aligned to the California History & Social Science frameworks for grades 4 and 5



U.S. HISTORY

The California Gold Rush sparked a frenzy to the new frontier



SCIENCE & MATH

Wildfires: How they form, and why they're so dangerous



SCIENCE

California to tackle water scarcity by converting seawater

newsela

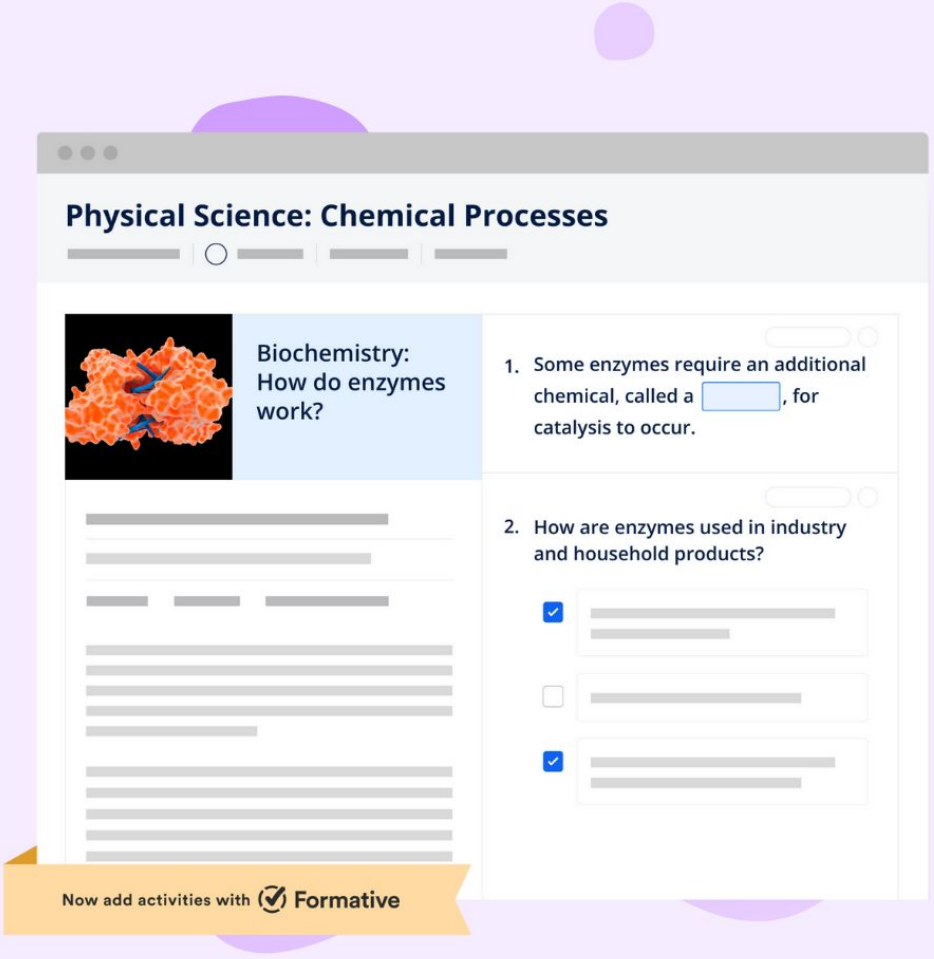
To learn more about our products, scan this QR code or visit newsela.com/about/products

NEWSELA
Science

Integrate science and literacy to inspire the scientist in every learner

Give teachers authentic, accessible science content and activities to help students build background knowledge, develop claims with evidence, and connect lessons to the real world. Engage students to be curious and prepared to solve the problems of tomorrow.

- Build science knowledge with engaging content like real-world phenomena, core idea overviews, and experiments
- Motivate students to solve problems and practice skills with NGSS-aligned courses, Claim-Evidence-Reasoning resources, and flexible Formative activities
- Scaffold complex science texts and concepts for every learner with powerful scaffolding tools like differentiated texts and read-aloud mode
- Enhance and support your existing science materials with Curriculum Complements and curation tools



newsela

To learn more about Newsela Science, scan this QR code or visit newsela.com/about/products/science

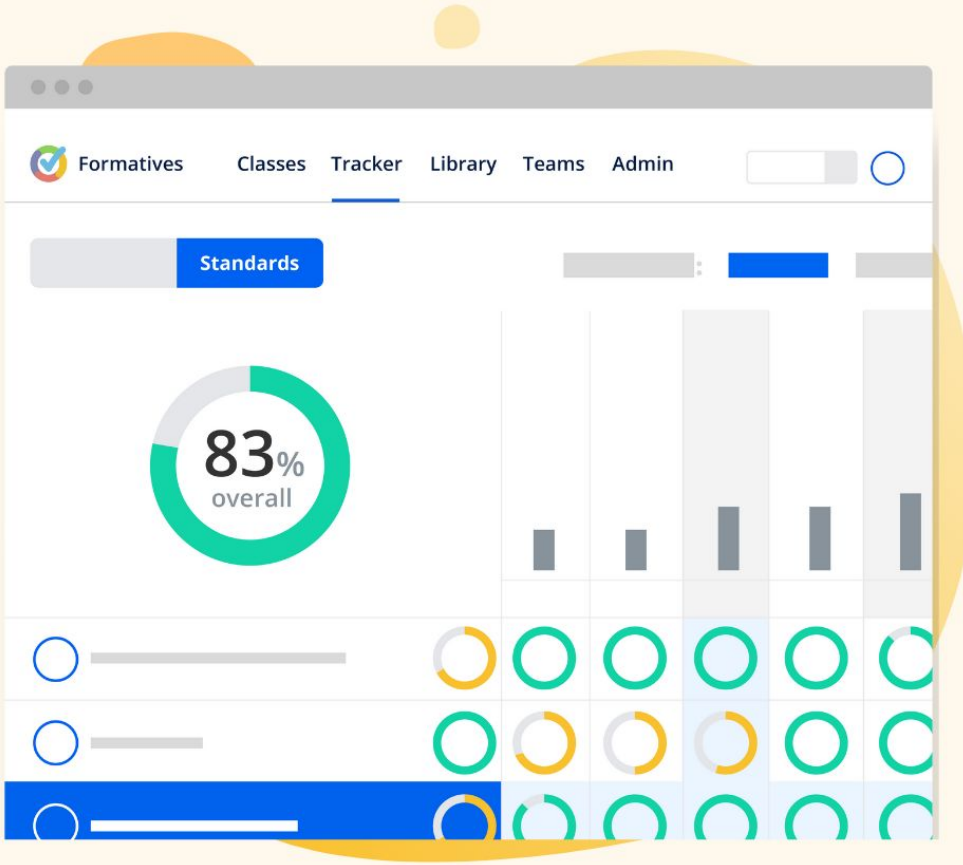
[Rep's First Name] [Last Name]
[Contact information]

Formative
BY NEWSELA

Where educators come together for daily instruction + assessment

Give teachers a formative assessment platform that supports a range of instruction and assessment needs. Teachers and departments can collaborate and share best practices, and admins can drive consistency and gather progress data across classrooms.

- Empower every teacher to read the room and respond to students' needs in the moment with 20+ activity types and real-time insights
- Equip departments and professional learning to share best practices with collaboration tools and shared libraries
- Administer district-wide assessments and identify performance trends with common assessments and admin reports on standards progress over time



Schools and districts with premium Newsela subscriptions get even more value out of Formative by enhancing premium Newsela texts with more customizable activities and real-time insights.

newsela | formative

To learn more about Formative, scan this QR code or visit formative.com/plans

[Rep's First Name] [Last Name]
[Contact information]

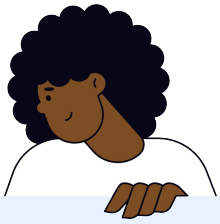
newsela

Research and Efficacy at Newsela

Creating proven solutions that drive meaningful classroom learning for every student

Research Trends

Across research initiatives, the following trends emerge:



Frequent Newsela use drives positive learning outcomes

Classrooms that use Newsela more see better outcomes. While Newsela flexibly supports a range of instructional use cases, these studies indicate that students would benefit from using Newsela multiple times per week.

Students see literacy gains quickly with consistent Newsela usage

Multiple short-term studies covering a range of student subgroups and implementation models show that consistent use of Newsela content drove measurable literacy outcomes in as little as 3 weeks (or 11.5 instructional hours).

Students who require intervention benefit from Newsela

Newsela studies show positive results across ability levels, with recent studies focusing on the needs of our most vulnerable learners. With Newsela, teachers can meet at-risk learners where they are to help build the confidence, motivation, and reading skills they need to close the gap.

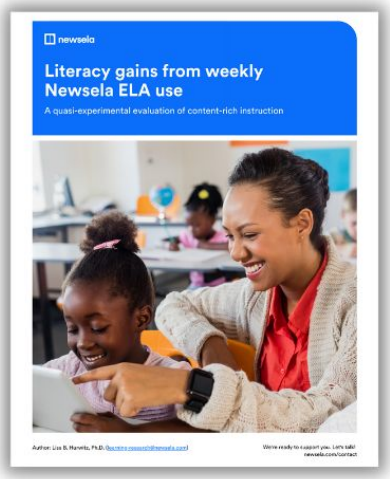
Newsela's positive impact persists across demographic subgroups

Reading gains are seen in studies across all student subgroups. Notably, Newsela can be especially valuable for diverse subgroups because it allows teachers to seek out the most culturally relevant and representative texts for diverse learners. Outcomes were particularly pronounced for BIPOC students in one study where teachers made a concerted effort to seek out culturally relevant content.

High scores on Newsela quizzes are linked to greater ELA achievement

Newsela's standards-aligned quizzes, along with other student-facing activities, allow educators to formatively assess students using engaging, relevant content. The quizzes are low-stakes, aligned to standards, and best of all, can predict how students will perform on standardized assessments without sacrificing valuable instructional time.

Completed studies



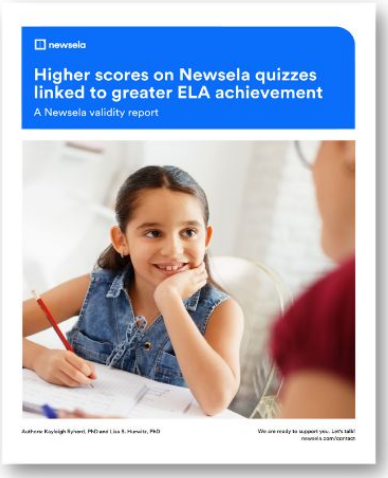
See Report

Literacy gains from weekly Newsela ELA use

A quasi-experimental evaluation of content-rich instruction

Highlights:

- Over the course of the school year, 4th-grade Newsela ELA users gained 3 additional months of literacy skill growth more than peers
- Newsela classes read 44% more nonfiction texts and engaged in more frequent multiple choice practice
- Newsela teachers were less reliant on Google to source classroom texts.
- This study meets ESSA criteria for Moderate/Tier II efficacy evidence.



See Report

NWEA MAP Growth Study

2020-2021 school year correlational analysis

Highlights:

- This study analyzed Newsela quiz performance and MAP assessment performance for nearly 10,000 3rd-8th graders from 33 districts across 16 states.
- Students who improved their Newsela quiz scores throughout the year showed corresponding growth on the MAP Growth assessment from fall to spring.
- All students benefited from Newsela similarly, regardless of class size, median household income, or race/ethnicity.
- Findings are expected to translate to districts that use other interim and summative assessments, including Renaissance Star, PARCC, SBAC, and more.

Interested in partnering with Newsela on a study?
Contact our Learning team at learning-research@newsela.com.

Completed studies



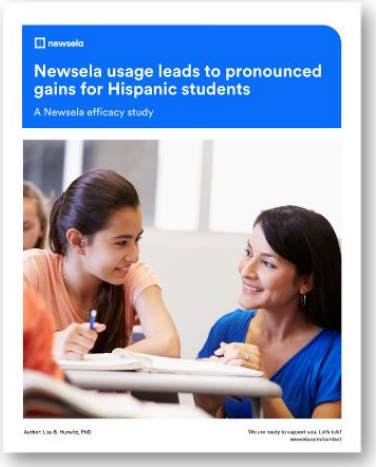
Reading Skills Summer Learning Study

2021 Newsela summer school study

Highlights:

- In as little as 3 weeks, students achieved statistically significant ELA performance gains.
- This study meets federal standards for ESSA Tier III/Promising evidence.
- At-risk students reading below grade level demonstrated measurable gains in their vocabulary and comprehension skills. With another 3-4 weeks of instruction from experienced teachers using Newsela, these intervention students would have closed the performance gap.

See Report



Hispanic Summer Learning Study

2021 Newsela summer school study

Highlights:

- A 4-week program with daily Newsela usage was 70% more effective than the average summer reading program.
- Study included 70 7th-8th grade students, of which 100% were below-level readers, 94% were low-income, 74% identified as Hispanic, 37% were English Learners, and 17% had IEPs.
- Positive results were especially pronounced for Hispanic students and for students with high summer program attendance.
- Outcomes were achieved with an average of only 11.5 instructional hours.

See Report

Interested in partnering with Newsela on a study?
Contact our Learning team at learning-research@newsela.com.

Completed studies



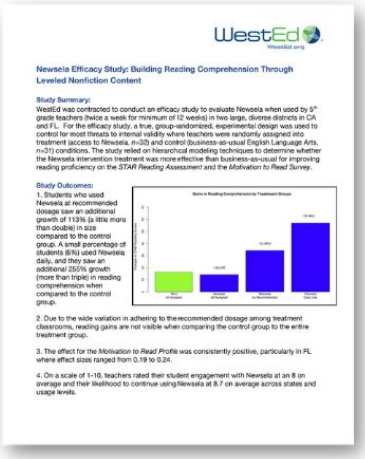
See Report

California School Year Study

2018 Third-party evaluation by Empirical Education

Highlights:

- Over the course of the school year, Newsela users gained the equivalent of 24 extra days of reading instruction.
- This study meets federal standards for ESSA Tier II/Moderate evidence.
- Newsela has a positive impact on ALL learners, including economically disadvantaged students, English Learners, and students of varied race-ethnicity.



See Report

Usage & Motification Study

2018 Third-party evaluation by WestEd

Highlights:

- Students who used Newsela twice per week had over 2x the reading gains on STAR Reading compared to a control group. Students used Newsela daily had over 3x the gains on STAR Reading compared to a control group.
- Newsela was found to have a “consistently positive” impact on students’ reading motivation.
- On a scale of 1-10, teachers rated their students' engagement with Newsela at an 8 on average and their likelihood to continue using Newsela at 8.7.

Interested in partnering with Newsela on a study?
Contact our Learning team at learning-research@newsela.com.

Routine Contract Board Agenda Submission Form

Board Meeting Date: August 7, 2024 **Department:** Gehringer Elementary School

Subject: Contract with Mindful Life Project

Brief Description: Program supporting the social emotional well-being of students.

Vendor: Mindful Life Project

Amount: $40,000

Funding Source: Title 1 ($15,000) and School Climate Grant ($25,000)

MUNIS Req #: 26343

Date(s) of Service/Contract Terms/ Fiscal Year: 7/30/2024-6/6/2025

(If multiple, please include by listing all in one submission, group by vendor.

Above is the basic information required)

IF APPLICABLE:

☒Signature Required ☐Confidential **Submitted By:** Gatee Esmat

* Please submit this form along with a copy of the contract and supporting documents (i.e. insurance, w9, etc.) for Board inspection upon request and/or for signature as needed.

Routine Contracts = contracts occurring on an annual or semi-annual basis and/or are regularly submitted to the Board for approval:

Examples of Routine Contracts:

- Field Trips,
- Assembly(s),
- School Photos,
- Subscription Renewals,
- On-site Workshops/ Presentations,
- SPED Transportation,
- SPED assessment services,
- SPED IEP support services,
- Independent evaluations.

Contracts for purchases, projects, confidential settlements/agreements and/or <u>new</u> service agreements will need to be submitted using the Exhibit worksheet and follow the regular exhibit process.

OAKLEY UNION ELEMENTARY SCHOOL District
91 Mercedes Lane
Oakley, CA 94561-4617
(925) 625-0700 (925) 625-1863 Fax

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into between the parties listed below and is dated, for reference,

Contractor
Mindful Life Project
1001 Canal Blvd., Suite A-0
Richmond, CA 94804

District
Oakley Union Elementary School District
91 Mercedes Lane
Oakley, CA 94561

The parties agree as follows:

1. **CONTRACTOR SERVICES**. Contractor agrees to perform during the term of this Agreement, the tasks, obligations and services set forth in the "Scope of Services" attached to and incorporated in the Agreement as Appendix "A".

   Insert text here

2. **PAYMENT FOR SERVICES**. Contractor agrees to undertake the work defined in Appendix A for:

   a) A total price not to exceed $40,000 (A lump sum upon completion of Contract) **OR**

   b) Payment at the rate of $ per day or $ per hour for periods of less than one day.

   All payments will be based on invoices submitted to District by Contractor and approved by District's authorized representative.

   Contractor will invoice District not more frequently than monthly for services performed and expenses incurred during the previous month. District will render payment to Contractor within 30 days of receipt of invoice, except that if payment is based on a total price under (a) above, District will retain ten percent (10%) of the total contract amount (other than travel expenses) until all services under this Agreement have been completed satisfactory.

3. **TERM OF AGREEMENT**. The term of this Agreement begins on July 30, 2024. Extension or renewal requires approval of District or and authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the Agreement without approval of the District authorized representative.

   This agreement may be terminated by District at any time on 15 days prior written notice to Contractor. In the event of termination for cause, Contractor need be compensated only to the extent required by law.

4. **TIME FOR PERFORMANCE**. All services required of the Contractor will be completed on or before the specified end of the term.

5. **RECORDS**. Contractor will maintain full and accurate records in connection with this Agreement and will make them available to District for inspection at any time. Contractor's work product produced under this Agreement shall be the property of District.

6. **STATUS OF CONTRACTOR**. District and Contractor agree that Contractor, in performing the services specified in the Agreement, shall act as an independent Contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar service to be performed for other employees while under contract with District. Contractor will not accept such engagements that interfere with performance under this Agreement. Contractor is not entitled to participate in any pension plan, insurance, bonus or similar benefits the District provides for its employees.

7. **NONDISCRIMINATION.** During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/ genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et. Seq.). The applicable regulations of Fair Employment and Housing Commission implementing Government Code, § 12990 (a)-(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2 § 7285.0 et seq.). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

8. **INDEMNIFICATION.** The Contractor shall defend, save harmless and indemnify the School District and its officers, agents, employees and volunteers from all liabilities and claims for damages for death, sickness or injury to persons or property, or including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees.

9. **INSURANCE.** Contractor shall keep in effect liability insurance coverage with minimum limits as identified below:

Type of Insurance	Amounts	Required
General Liability	$1,000,000 Occurrence; $2,000,000 Aggregate	x
Auto Liability – Any Auto	$1,000,000 Single Combine Limit (CSL)	Only if driving on campus, excluding parking lot
Workers Compensation & Employer Liability	Statutory Limits pursuant to State Law	x
Sexual Abuse and Molestation	$1,000,000	Only if students are present
Professional Liability (E&O)	$1,000,000	Only if Contractor providing professional services

Contractor shall also provide District with evidence of insurance (certificate and endorsements) satisfactory to the District. Except for Workers Compensation insurance, the contractor shall provide an additional insured endorsement (CG2010 or equal) naming the District, it's Officers, Employees, agents and volunteers as additional insured's, and providing for a (30) calendar day written notice to District prior to cancellation or material change of insurance coverage. Contractor shall, at its sole expense, procure and maintain Workers' Compensation Insurance. Contractor's policy shall be primary; any insurance carried by the District shall only be secondary and supplemental.

10. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including worker's compensation and tax law.

11. **MODIFICATION OR ASSIGNMENT.** This Agreement may not be assigned by either party without express written consent to the other. No Modification shall be effective unless approved in writing by District authorized representatives. The parties' business addresses are as follows:

CRIMINAL BACKGROUND INVESTIGATION (CONTRACTOR)

A Criminal Background Investigation Certification:

_____ IS NOT required, as the Contractor WILL NOT have unsupervised contact with district pupils

V IS required, as the Contractor WILL have unsupervised contact with district pupils. Attach certification.

Katie Ernst 7-25-24

Principal/Department Manager Signature Date

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION (Contractor)

The undersigned does hereby certify to the governing board of the Oakley Union Elementary School District ("District") as follows:

1. That I am a representative of Mindful Life Project ("Contractor"), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.
2. That Contractor has complied with the fingerprinting and criminal background investigation requirements of California Education Code, section 45125.1 with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and that the California Department of Justice has determined that none of those employees have been convicted of a felony, as that term is defined in Education Code, section 451221.
3. That a complete and accurate list of Contractor's employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.

Contractor Signature 7/25/2024 Date

Founder and CEO
Contractor Title

Contractor Signature

7/25/2024
Date

Katie Ernst
Principal/Department Manager Signature

7-25-24
Date

Approval (Superintendent/Designee)

NOTE: CONTRACT NOT VALID UNLESS:
1) CRIMINAL BACKGROUND INVESTIGATION SECTION ABOVE COMPLETED and
2) SIGNED ABOVE BY SUPERINTENDENT/DESIGNEE

Oakley Union Elementary School District
Exhibit A

Below is the scope of services being performed by Mindful Life Project.

Please see attached quote and description of services.

Mindful Life Project

1001 Canal Blvd Ste A
Richmond, CA 94804 US
jg@mindfullifeproject.org
mindfullifeproject.org

INVOICE

BILL TO
Gehringer Elementary
100 Simoni Ranch Rd
Oakley, CA 94561

INVOICE	3050
DATE	05/13/2024
TERMS	Net 30
DUE DATE	06/12/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Mindful Community and Rise Up 5 days a week for 2024-2025 school year	1	40,000.00	40,000.00

Please Remit Payment to
Mindful Life Project
1001 Canal Blvd Ste A
Richmond, CA 94804

BALANCE DUE **$40,000.00**

mindful life project

Mindful Life Project
1001 Canal Boulevard, Suite A-0, Richmond, CA 94804
Transforming Communities from the Inside Out

Mindful Life Project's Mindfulness 360 Program

Who We Are



Mindful Life Project is an educational nonprofit that supports the mental and emotional well-being of underserved students, teachers, school leaders, families, and other partnering organizations, through our highly regarded mindfulness-based social-emotional learning programming. We create a strong foundation of wellbeing at the individual level which leads to healthy school cultures where all students feel safe, welcomed, valued, and can thrive socially and academically. MLP has quickly become the largest direct-service mindfulness organization in the country and has been highlighted as a national and international premier organization.

Mindfulness

Mindfulness is a science-based practice that gets individuals to experience life in the present moment through a nonjudgmental lens, where one can notice emotions, thoughts, physical sensations, and all of life's experiences in a healthy non-reactive way. Mindfulness has been scientifically proven to improve the brain's optimal functioning. Studies show that mindfulness rewires the brain and decreases explicitly activity in the area of the brain most affected by stress and trauma, "MRI scans show that after an eight-week course of mindfulness practice, the brain's 'fight or flight' center, the amygdala, appears to shrink. This primal region of the brain, associated with fear and emotion, is involved in the initiation of the body's response to stress. As the amygdala shrinks, the prefrontal cortex – associated with higher-order brain functions such as awareness, concentration, and decision-making – becomes thicker. Mindfulness changes the architecture of the brain so it can provide mental and emotional well-being. There are transformative benefits of mindfulness that include

MLP Impact

Over our 11 years of providing direct service programs, we have made a deep impact on students and school communities. Some of this impact is represented by our data:

- Discipline incidents (detentions and suspensions) have **declined on average by 54 percent** at our partner schools (Data is from 2012-2020)
- 86 percent of classroom teachers have reported that our programs have created **21 minutes of additional quality academic teaching time per day.**
- Year after year **over 90 percent of students and teachers** request MLP to come back to their schools.
- **92 percent of students** reported that mindfulness is important to their mental health.

Percentage of teachers who saw improvement in their students due to MLP programs in...

- Self-awareness 87%
- Ability to pay attention 81%
- Ability to settle down 83%
- Impulse control 78%
- Relating to one another 86%



Mindfulness 360 Program- Bringing students, educators, and families on a wellness journey!

Mindfulness 360 is a transformative-based mental wellness and emotional health program that brings wellness programming and resources to the entire school community. Students, their educators, and their families receive highly engaging wellness programs that are scientifically proven to improve mental and emotional health. Mindfulness 360 helps the whole school community cultivate mental wellness and emotional health practices, leading to a strong foundation of individual and community well-being. This program is ideal for schools looking to start fostering mindfulness-based wellness and social-emotional learning programs within their school communities!

MLP's Mindfulness 360 program brings engaging mindfulness programming for young people and adults in-person and virtually, creating a highly customizable multi-week program that features in-person assemblies filled with engaging mindfulness practices, skits, mindful hip-hop, and more, live-weekly virtual mindfulness programming for the whole school from our innovative and well-recognized mindfulness curriculum, teacher and family mindfulness sessions, and more! We aim to have students, teachers, and families take charge of their wellness practices to help the whole community thrive!



Key Components:

Assemblies: MLP delivers assembly days at the school site which include up to 3 MLP assemblies for the different grade level groupings at the school (i.e. Tk-2, 3rd-4th, 5th or 6th, 7th, 8th). These assemblies are approximately 40 minutes long and create strong engagement, motivation, and interest in building a mindfulness practice. MLP provides age-appropriate culturally relevant assemblies filled with brain science, mindfulness practices, skits on real-life situations on how to respond vs. react, mindful hip-hop, and is a powerful way to build community! After the assemblies, MLP staff do classroom visits and staff wellness sessions to make it a full mindfulness experience.

Weekly Live Virtual Programming: Building off the assemblies, MLP provides live virtual sessions to the classrooms at the site so that students and teachers can build their wellness practices consistently and in the community. Live virtual sessions are delivered in grade level groupings to go with the assembly days and MLP curriculum so the classes are getting weekly sessions together and building a deeper community of wellness. Sessions are about 20 minutes long and include highly engaging mindfulness-based social-emotional lessons and activities. This is an ideal program for teachers and schools who are early on in their mindfulness learning because MLP models lessons over time so that teachers can feel more confident in leading on their own as they learn it with the youth.

Staff Wellness: MLP believes that educators should be provided with consistent wellness programs to support their mental and emotional health as well as to support higher levels of confidence and understanding on how to weave social and emotional learning into their

classroom. MLP offers mindfulness sessions to train educators on the science of mindfulness, practices and mindfulness skills/techniques, and ways to embed emotional health into their daily experience and how to navigate student behavior from a skillful place. Sessions can be from 20 minutes to 1 hour and is up to the school to choose.

Family Wellness: Similarly to staff wellness, MLP provides families mindfulness sessions so that parents/caregivers/guardians are provided wellness programming to support their mental and emotional health and resources and ways to support their children's wellbeing at home. These sessions can be bilingual (Spanish) and can be done in person on assembly days as a Family Night or several virtual sessions.

MLP is grateful for your interest in partnering with us to support the mental and emotional health of all in your school community. After successful completion of Mindfulness 360 over a year or two your school/district will become eligible and MLP would work towards assessing if we could move to our in-person full-time Mindfulness Coach at your site that would deliver tier 1 whole school weekly programming and tier 2 small group prevention/intervention programming. Please see MLP's 2-pager for more info on this programming.

If you have any questions or would like to discuss next steps please reach out to the Director of Partnerships at Mindful Life Project, Angelo Monsalve Restrepo, at angelo@mindfullifeproject.org



Routine Contract Board Agenda Submission Form

Board Meeting Date: August 7, 2024 **Department:** Human Resource Services

Subject: Contract with CPR F.A.S.T.

Brief Description: Renewal of annual contract to provide staff 2-year CPR certification.

Vendor: CPR F.A.S.T.

Amount: $9,000

Funding Source: General Fund

MUNIS Req #: 26351

Date(s) of Service/Contract Terms/ Fiscal Year: 7/1/2024-6/30/2025

(If multiple, please include by listing all in one submission, group by vendor.

Above is the basic information required)

IF APPLICABLE:

☒Signature Required ☐Confidential **Submitted By:** Erin Roberts

* Please submit this form along with a copy of the contract and supporting documents (i.e. insurance, w9, etc.) for Board inspection upon request and/or for signature as needed.

Routine Contracts = contracts occurring on an annual or semi-annual basis and/or are regularly submitted to the Board for approval:

Examples of Routine Contracts:

- Field Trips,
- Assembly(s),
- School Photos,
- Subscription Renewals,
- On-site Workshops/ Presentations,
- SPED Transportation,
- SPED assessment services,
- SPED IEP support services,
- Independent evaluations.

Contracts for purchases, projects, confidential settlements/agreements and/or <u>new</u> service agreements will need to be submitted using the Exhibit worksheet and follow the regular exhibit process.

OAKLEY UNION ELEMENTARY SCHOOL District
91 Mercedes Lane
Oakley, CA 94561-4617
(925) 625-0700 (925) 625-1863 Fax

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into between the parties listed below and is dated, for reference, 07/01/2024.

Contractor
CPR F.A.S.T.
144 Continente Avenue #140
Brentwood, CA 94513

District
Oakley Union Elementary School District
91 Mercedes Lane
Oakley, CA 94561

The parties agree as follows:

1. **CONTRACTOR SERVICES**. Contractor agrees to perform during the term of this Agreement, the tasks, obligations and services set forth in the "Scope of Services" attached to and incorporated in the Agreement as Appendix "A".

2. **PAYMENT FOR SERVICES**. Contractor agrees to undertake the work defined in Appendix A for:

   a) A total price not to exceed $9,000 (A lump sum upon completion of Contract) **OR**

   b) Payment at the rate of $ per day or $ per hour for periods of less than one day.

   All payments will be based on invoices submitted to District by Contractor and approved by District's authorized representative.

   Contractor will invoice District not more frequently than monthly for services performed and expenses incurred during the previous month. District will render payment to Contractor within 30 days of receipt of invoice, except that if payment is based on a total price under (a) above, District will retain ten percent (10%) of the total contract amount (other than travel expenses) until all services under this Agreement have been completed satisfactory.

3. **TERM OF AGREEMENT**. The term of this Agreement begins on 07/01/2024 Extension or renewal requires approval of District or and authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the Agreement without approval of the District authorized representative.

   This agreement may be terminated by District at any time on 15 days prior written notice to Contractor. In the event of termination for cause, Contractor need be compensated only to the extent required by law.

4. **TIME FOR PERFORMANCE**. All services required of the Contractor will be completed on or before the specified end of the term.

5. **RECORDS**. Contractor will maintain full and accurate records in connection with this Agreement and will make them available to District for inspection at any time. Contractor's work product produced under this Agreement shall be the property of District.

6. **STATUS OF CONTRACTOR**. District and Contractor agree that Contractor, in performing the services specified in the Agreement, shall act as an independent Contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar service to be performed for other employees while under contract with District. Contractor will not accept such engagements that interfere with performance under this Agreement. Contractor is not entitled to participate in any pension plan, insurance, bonus or similar benefits the District provides for its employees.

7. **NONDISCRIMINATION.** During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/ genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et. Seq.). The applicable regulations of Fair Employment and Housing Commission implementing Government Code, § 12990 (a)-(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2 § 7285.0 et seq.). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

8. **INDEMNIFICATION**. The Contractor shall defend, save harmless and indemnify the School District and its officers, agents, employees and volunteers from all liabilities and claims for damages for death, sickness or injury to persons or property, or including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees.

9. **INSURANCE.** Contractor shall keep in effect liability insurance coverage with minimum limits as identified below:

Type of Insurance	Amounts	Required
General Liability	$1,000,000 Occurrence; $2,000,000 Aggregate	x
Auto Liability – Any Auto	$1,000,000 Single Combine Limit (CSL)	Only if driving on campus, excluding parking lot
Workers Compensation & Employer Liability	Statutory Limits pursuant to State Law	x
Sexual Abuse and Molestation	$1,000,000	Only if students are present
Professional Liability (E&O)	$1,000,000	Only if Contractor providing professional services

Contractor shall also provide District with evidence of insurance (certificate and endorsements) satisfactory to the District. Except for Workers Compensation insurance, the contractor shall provide an additional insured endorsement (CG2010 or equal) naming the District, it's Officers, Employees, agents and volunteers as additional insured's, and providing for a (30) calendar day written notice to District prior to cancellation or material change of insurance coverage. Contractor shall, at its sole expense, procure and maintain Workers' Compensation Insurance. Contractor's policy shall be primary; any insurance carried by the District shall only be secondary and supplemental.

10. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including worker's compensation and tax law.

11. **MODIFICATION OR ASSIGNMENT.** This Agreement may not be assigned by either party without express written consent to the other. No Modification shall be effective unless approved in writing by District authorized representatives. The parties' business addresses are as follows:

CRIMINAL BACKGROUND INVESTIGATION (CONTRACTOR)

A Criminal Background Investigation Certification:

✓ IS NOT required, as the Contractor WILL NOT have unsupervised contact with district pupils

_____ IS required, as the Contractor WILL have unsupervised contact with district pupils. Attach certification.

Principal/Department Manager Signature _____ Date _____

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION (Contractor)

The undersigned does hereby certify to the governing board of the Oakley Union Elementary School District ("District") as follows:

1. That I am a representative of CPR FAST ("Contractor"), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.

2. That Contractor has complied with the fingerprinting and criminal background investigation requirements of California Education Code, section 45125.1 with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and that the California Department of Justice has determined that none of those employees have been convicted of a felony, as that term is defined in Education Code, section 451221.

3. That a complete and accurate list of Contractor's employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.

Contractor Signature _____ Date _____

Contractor Title _____

Contractor Signature _____ Principal/Department Manager Signature _____

Date 7/22/24 Date _____

Approval (Superintendent/Designee) _____

NOTE: CONTRACT NOT VALID UNLESS:
1) CRIMINAL BACKGROUND INVESTIGATION SECTION ABOVE COMPLETED and
2) SIGNED ABOVE BY SUPERINTENDENT/DESIGNEE

Sent 7/22

Oakley Union Elementary School District
Exhibit A

Below is the scope of services being performed by CPR F.A.S.T.

All services provided by CPR F.A.S.T. owners. Owners will provide CPR AED First Aid Training/Card Processing – Instructor for a 2-year certification for our staff. The rate is $65.00/per staff member trained.

Routine Contract Board Agenda Submission Form

Board Meeting Date: August 7, 2024 **Department:** Special Education Services

Subject: Agreement with Platinum Therapy

Brief Description: Agreement to provide a Virtual Speech Therapist (SLP) at Delta Vista for the 2024-25 school year.

Vendor: Platinum Therapy

Amount: $189,114.80

Funding Source: Special Education

MUNIS Req #: 26366

Date(s) of Service/Contract Terms/ Fiscal Year: 7/29/2024-6/30/2025

(If multiple, please include by listing all in one submission, group by vendor.

Above is the basic information required)

IF APPLICABLE:

☐Signature Required ☐Confidential **Submitted By:** Maria Bordanaro

* Please submit this form along with a copy of the contract and supporting documents (i.e. insurance, w9, etc.) for Board inspection upon request and/or for signature as needed.

Routine Contracts = contracts occurring on an annual or semi-annual basis and/or are regularly submitted to the Board for approval:

Examples of Routine Contracts:

- Field Trips,
- Assembly(s),
- School Photos,
- Subscription Renewals,
- On-site Workshops/ Presentations,
- SPED Transportation,
- SPED assessment services,
- SPED IEP support services,
- Independent evaluations.

Contracts for purchases, projects, confidential settlements/agreements and/or <u>new</u> service agreements will need to be submitted using the Exhibit worksheet and follow the regular exhibit process.

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 29, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency: Oakley Union Elementary School District **LEA Contracting Department:** Special Education Department

Phone Number: (925) 625-7060

Nonpublic Agency: Platinum Therapy **Contracted Staff Name**: Valeria Clock

Position: SLP - virtual **Site:** DV

SERVICE	Provider			Weekly Hours/ Schedule	Rate	Maximum Number of Days	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group		X		40	$116.45/hr	203 days (180 school days, 3 Staff Development/ Work Days 7/29, 8/30 &11/1, 20 days ESY)	$189,114.80
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health & Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							

SERVICE	Provider			Weekly Hours/ Schedule	Rate	Maximum Number of Days	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Specialized Deaf and Hard of Hearing Services (710)							
Orientation and Mobility (730)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Mentoring (860)							
Other Transition Services (890)							
Other - mileage							

ESTIMATED MAXIMUM SERVICES COST: ___$189,114.80_____

Other Provisions/Attachments:

_____

_____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD: SELPA 2024-2025 APPROVED

The Agency acknowledges that provided services will be invoiced on a monthly basis and each invoice will include a unique identifier or invoice number.

If the Agency is providing multiple contractors, each contractor will have separate invoices.

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Platinum Therapy .
(Name of Agency)

Leah Ehrlich 7/29/2024
(Signature) (Date)

Leah Ehrlich, Director
(Name and Title)

-LEA/SELPA-

Oakley Union Elementary School District .
(Name of LEA/SELPA)

Wendy Taylor 7/29/2024
(Signature) (Date)

Wendy Taylor, Interim Director of Special Education .
(Name of Superintendent or Authorized Designee)

Routine Contract Board Agenda Submission Form

Board Meeting Date: August 7, 2024 **Department:** Special Education Services

Subject: Agreement with Amergis

Brief Description: Agreement to provide a Virtual Speech Therapist (SLP) at Laurel for the 2024-25 school year.

Vendor: Amergis

Amount: $168,360

Funding Source: Special Education

MUNIS Req #: 26367

Date(s) of Service/Contract Terms/ Fiscal Year: 7/29/2024-6/6/2025

(If multiple, please include by listing all in one submission, group by vendor.

Above is the basic information required)

IF APPLICABLE:

☐Signature Required ☐Confidential **Submitted By:** Maria Bordanaro

* Please submit this form along with a copy of the contract and supporting documents (i.e. insurance, w9, etc.) for Board inspection upon request and/or for signature as needed.

Routine Contracts = contracts occurring on an annual or semi-annual basis and/or are regularly submitted to the Board for approval:

Examples of Routine Contracts:

- Field Trips,
- Assembly(s),
- School Photos,
- Subscription Renewals,
- On-site Workshops/ Presentations,
- SPED Transportation,
- SPED assessment services,
- SPED IEP support services,
- Independent evaluations.

Contracts for purchases, projects, confidential settlements/agreements and/or <u>new</u> service agreements will need to be submitted using the Exhibit worksheet and follow the regular exhibit process.

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 29, 2024 and terminates at 5:00 P.M. on June 6, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency: Oakley Union Elementary School District **LEA Contracting Department:** Special Education Department

Phone Number: (925) 625-7060

Nonpublic Agency: Amergis **Contracted Staff Name:** Aliah Jameson

Position: SLP - virtual **Site:** LAU

SERVICE	Provider			Weekly Hours/ Schedule	Rate	Maximum Number of Days	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group		X		40 hours/week	$115/hour	183 days (180 school days, 3 Staff Development/ workWork Days 7/29, 8/30 &11/1)	$168,360
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health & Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							

SERVICE	Provider			Weekly Hours/ Schedule	Rate	Maximum Number of Days	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Orientation and Mobility (730)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Mentoring (860)							
Other Transition Services (890)							
Other							

ESTIMATED MAXIMUM SERVICES COST: ___$168,360

Other Provisions/Attachments:

_____

_____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD: SELPA 2024-2025 APPROVED

The Agency acknowledges that provided services will be invoiced on a monthly basis and each invoice will include a unique identifier or invoice number.

If the Agency is providing multiple contractors, each contractor will have separate invoices.

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Amergis
(Name of Agency)

Florence Ugokwe 7/29/2024
(Signature) (Date)

Florence Ugokwe, Regional Assistant Controller
(Name and Title)

-LEA/SELPA-

Oakley Union Elementary School District
(Name of LEA/SELPA)

Wendy Taylor 7-30-24
(Signature) (Date)

Wendy Taylor, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)

Routine Contract Board Agenda Submission Form

Board Meeting Date: August 7, 2024 **Department:** Special Education Services

Subject: Agreement with Amergis

Brief Description: Agreement to provide a Psychologist for Iron House for the 2024-25 school year.

Vendor: Amergis

Amount: $190,320

Funding Source: Special Education

MUNIS Req #: 26368

Date(s) of Service/Contract Terms/ Fiscal Year: 7/29/2024-6/6/2025

(If multiple, please include by listing all in one submission, group by vendor.

Above is the basic information required)

IF APPLICABLE:

☐Signature Required ☐Confidential **Submitted By:** Maria Bordanaro

* Please submit this form along with a copy of the contract and supporting documents (i.e. insurance, w9, etc.) for Board inspection upon request and/or for signature as needed.

Routine Contracts = contracts occurring on an annual or semi-annual basis and/or are regularly submitted to the Board for approval:

Examples of Routine Contracts:

- Field Trips,
- Assembly(s),
- School Photos,
- Subscription Renewals,
- On-site Workshops/ Presentations,
- SPED Transportation,
- SPED assessment services,
- SPED IEP support services,
- Independent evaluations.

Contracts for purchases, projects, confidential settlements/agreements and/or <u>new</u> service agreements will need to be submitted using the Exhibit worksheet and follow the regular exhibit process.

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 29, 2024 and terminates at 5:00 P.M. on June 6, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency: Oakley Union Elementary School District **LEA Contracting Department:** Special Education Department

Phone Number: (925) 625-7060

Nonpublic Agency: Amergis **Contracted Staff Name:** Devina "Jewell" Eidson

Position: Psychologist **Site:** IH

SERVICE	Provider			Weekly Hours/ Schedule	Rate	Maximum Number of Days	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health & Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)		X		40 hours/week	$130	183 days (180 school days, 3 Staff Development/ workWork Days 7/29, 8/30 &11/1)	$190,320
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							

SERVICE	Provider			Weekly Hours/ Schedule	Rate	Maximum Number of Days	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Orientation and Mobility (730)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Mentoring (860)							
Other Transition Services (890)							
Other							

ESTIMATED MAXIMUM SERVICES COST: ___$190,320_____

Other Provisions/Attachments:

_____

_____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD: SELPA 2024-2025 APPROVED

The Agency acknowledges that provided services will be invoiced on a monthly basis and each invoice will include a unique identifier or invoice number.

If the Agency is providing multiple contractors, each contractor will have separate invoices.

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Amergis
(Name of Agency)

Florence Ugokwe 7/29/2024
(Signature) (Date)

Florence Ugokwe, Regional Assistant Controller
(Name and Title)

-LEA/SELPA-

Oakley Union Elementary School District
(Name of LEA/SELPA)

Wendy Taylor 7.30.24
(Signature) (Date)

Wendy Taylor, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)

Routine Contract Board Agenda Submission Form

Board Meeting Date: August 7, 2024 **Department:** Special Education Services

Subject: Contract with The Bylund Clinic

Brief Description: Agreement for a Psycho-educational Independent Evaluation (IEE) for student #19493.

Vendor: The Bylund Clinic

Amount: $6,000

Funding Source: Special Education

MUNIS Req #: 26369

Date(s) of Service/Contract Terms/ Fiscal Year: 7/16/2024-6/30/2025

(If multiple, please include by listing all in one submission, group by vendor.

Above is the basic information required)

IF APPLICABLE:

☒Signature Required ☐Confidential **Submitted By:** Maria Bordanaro

* Please submit this form along with a copy of the contract and supporting documents (i.e. insurance, w9, etc.) for Board inspection upon request and/or for signature as needed.

Routine Contracts = contracts occurring on an annual or semi-annual basis and/or are regularly submitted to the Board for approval:

Examples of Routine Contracts:

- Field Trips,
- Assembly(s),
- School Photos,
- Subscription Renewals,
- On-site Workshops/ Presentations,
- SPED Transportation,
- SPED assessment services,
- SPED IEP support services,
- Independent evaluations.

Contracts for purchases, projects, confidential settlements/agreements and/or <u>new</u> service agreements will need to be submitted using the Exhibit worksheet and follow the regular exhibit process.

OAKLEY UNION ELEMENTARY SCHOOL District
91 Mercedes Lane
Oakley, CA 94561-4617
(925) 625-0700 (925) 625-1863 Fax

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into between the parties listed below and is dated, for reference, July 16, 2024.

Contractor	District
The Bylund Clinic	Oakley Union Elementary School District
191 Sand Creek Rd, Suite 202-L	91 Mercedes Lane
Brentwood, CA 94513	Oakley, CA 94561

The parties agree as follows:

1. **CONTRACTOR SERVICES**. Contractor agrees to perform during the term of this Agreement, the tasks, obligations and services set forth in the "Scope of Services" attached to and incorporated in the Agreement as Appendix "A".

2. **PAYMENT FOR SERVICES**. Contractor agrees to undertake the work defined in Appendix A for:

   a) A total price not to exceed $6,000 (A lump sum upon completion of Contract) **OR**

   b) Payment at the rate of $ per day or $ per hour for periods of less than one day.

   All payments will be based on invoices submitted to District by Contractor and approved by District's authorized representative.

   Contractor will invoice District not more frequently than monthly for services performed and expenses incurred during the previous month. District will render payment to Contractor within 30 days of receipt of invoice, except that if payment is based on a total price under (a) above, District will retain ten percent (10%) of the total contract amount (other than travel expenses) until all services under this Agreement have been completed satisfactory.

3. **TERM OF AGREEMENT**. The term of this Agreement begins on July 16, 2024. Extension or renewal requires approval of District or and authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the Agreement without approval of the District authorized representative.

   This agreement may be terminated by District at any time on 15 days prior written notice to Contractor. In the event of termination for cause, Contractor need be compensated only to the extent required by law.

4. **TIME FOR PERFORMANCE**. All services required of the Contractor will be completed on or before the specified end of the term.

5. **RECORDS**. Contractor will maintain full and accurate records in connection with this Agreement and will make them available to District for inspection at any time. Contractor's work product produced under this Agreement shall be the property of District.

6. **STATUS OF CONTRACTOR**. District and Contractor agree that Contractor, in performing the services specified in the Agreement, shall act as an independent Contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar service to be performed for other employees while under contract with District. Contractor will not accept such engagements that interfere with performance under this Agreement. Contractor is not entitled to participate in any pension plan, insurance, bonus or similar benefits the District provides for its employees.

7. **NONDISCRIMINATION.** During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/ genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et. Seq.). The applicable regulations of Fair Employment and Housing Commission implementing Government Code, § 12990 (a)-(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2 § 7285.0 et seq.). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

8. **INDEMNIFICATION**. The Contractor shall defend, save harmless and indemnify the School District and its officers, agents, employees and volunteers from all liabilities and claims for damages for death, sickness or injury to persons or property, or including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees.

9. **INSURANCE.** Contractor shall keep in effect liability insurance coverage with minimum limits as identified below:

Type of Insurance	Amounts	Required
General Liability	$1,000,000 Occurrence; $2,000,000 Aggregate	x
Auto Liability – Any Auto	$1,000,000 Single Combine Limit (CSL)	Only if driving on campus, excluding parking lot
Workers Compensation & Employer Liability	Statutory Limits pursuant to State Law	x
Sexual Abuse and Molestation	$1,000,000	Only if students are present
Professional Liability (E&O)	$1,000,000	Only if Contractor providing professional services

Contractor shall also provide District with evidence of insurance (certificate and endorsements) satisfactory to the District. Except for Workers Compensation insurance, the contractor shall provide an additional insured endorsement (CG2010 or equal) naming the District, it's Officers, Employees, agents and volunteers as additional insured's, and providing for a (30) calendar day written notice to District prior to cancellation or material change of insurance coverage. Contractor shall, at its sole expense, procure and maintain Workers' Compensation Insurance. Contractor's policy shall be primary; any insurance carried by the District shall only be secondary and supplemental.

10. **COMPLIANCE WITH LAWS**. Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including worker's compensation and tax law.

11. **MODIFICATION OR ASSIGNMENT**. This Agreement may not be assigned by either party without express written consent to the other. No Modification shall be effective unless approved in writing by District authorized representatives. The parties' business addresses are as follows:

CRIMINAL BACKGROUND INVESTIGATION (CONTRACTOR)

A Criminal Background Investigation Certification:

___✔___ IS NOT required, as the Contractor WILL NOT have unsupervised contact with district pupils

_____ IS required, as the Contractor WILL have unsupervised contact with district pupils. Attach certification.

_____

Principal/Department Manager Signature Date

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION (Contractor)

The undersigned does hereby certify to the governing board of the Oakley Union Elementary School District ("District") as follows:

1. That I am a representative of _____ ("Contractor"), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.
2. That Contractor has complied with the fingerprinting and criminal background investigation requirements of California Education Code, section 45125.1 with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and that the California Department of Justice has determined that none of those employees have been convicted of a felony, as that term is defined in Education Code, section 451221.
3. That a complete and accurate list of Contractor's employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.

_____ _____

Contractor Signature Date

_____

Contractor Title

James Byfund

Contractor Signature

7/17/2024

Date

Principal/Department Manager Signature

7/18/2024

Date

Approval (Superintendent/Designee)

NOTE: CONTRACT NOT VALID UNLESS:

1) CRIMINAL BACKGROUND INVESTIGATION SECTION ABOVE COMPLETED and

2) SIGNED ABOVE BY SUPERINTENDENT/DESIGNEE

Oakley Union Elementary School District
Exhibit A

Below is the scope of services being performed by The Bylund Clinic.

Provide a Psycho-educational Independent Educational Evaluation for student #19493 within the Oakley Union Elementary School District (OUESD).

Not to exceed $6,000/per IEE. The price quote includes records review, psychoeducational testing and scoring, classroom observation, teacher interview, parent feedback, travel time, report writing, and IEP attendance.

Routine Contract Board Agenda Submission Form

Board Meeting Date: August 7, 2024 **Department:** Special Education Services

Subject: Contract with The Bylund Clinic

Brief Description: Agreement for a Psycho-educational Independent Evaluation (IEE) for student #18114.

Vendor: The Bylund Clinic

Amount: $6,000

Funding Source: Special Education

MUNIS Req #: 26370

Date(s) of Service/Contract Terms/ Fiscal Year: 7/16/2024-6/30/2025

(If multiple, please include by listing all in one submission, group by vendor.

Above is the basic information required)

IF APPLICABLE:

☒Signature Required ☐Confidential **Submitted By:** Maria Bordanaro

* Please submit this form along with a copy of the contract and supporting documents (i.e. insurance, w9, etc.) for Board inspection upon request and/or for signature as needed.

Routine Contracts = contracts occurring on an annual or semi-annual basis and/or are regularly submitted to the Board for approval:

Examples of Routine Contracts:

- Field Trips,
- Assembly(s),
- School Photos,
- Subscription Renewals,
- On-site Workshops/ Presentations,
- SPED Transportation,
- SPED assessment services,
- SPED IEP support services,
- Independent evaluations.

Contracts for purchases, projects, confidential settlements/agreements and/or <u>new</u> service agreements will need to be submitted using the Exhibit worksheet and follow the regular exhibit process.

OAKLEY UNION ELEMENTARY SCHOOL District
91 Mercedes Lane
Oakley, CA 94561-4617
(925) 625-0700 (925) 625-1863 Fax

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into between the parties listed below and is dated, for reference, July 16, 2024.

Contractor	District
The Bylund Clinic	Oakley Union Elementary School District
191 Sand Creek Rd, Suite 202-L	91 Mercedes Lane
Brentwood, CA 94513	Oakley, CA 94561

The parties agree as follows:

1. **CONTRACTOR SERVICES**. Contractor agrees to perform during the term of this Agreement, the tasks, obligations and services set forth in the "Scope of Services" attached to and incorporated in the Agreement as Appendix "A".

2. **PAYMENT FOR SERVICES**. Contractor agrees to undertake the work defined in Appendix A for:

   a) A total price not to exceed $6,000 (A lump sum upon completion of Contract) **OR**

   b) Payment at the rate of $ per day or $ per hour for periods of less than one day.

   All payments will be based on invoices submitted to District by Contractor and approved by District's authorized representative.

   Contractor will invoice District not more frequently than monthly for services performed and expenses incurred during the previous month. District will render payment to Contractor within 30 days of receipt of invoice, except that if payment is based on a total price under (a) above, District will retain ten percent (10%) of the total contract amount (other than travel expenses) until all services under this Agreement have been completed satisfactory.

3. **TERM OF AGREEMENT**. The term of this Agreement begins on July 16, 2024. Extension or renewal requires approval of District or and authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the Agreement without approval of the District authorized representative.

   This agreement may be terminated by District at any time on 15 days prior written notice to Contractor. In the event of termination for cause, Contractor need be compensated only to the extent required by law.

4. **TIME FOR PERFORMANCE**. All services required of the Contractor will be completed on or before the specified end of the term.

5. **RECORDS**. Contractor will maintain full and accurate records in connection with this Agreement and will make them available to District for inspection at any time. Contractor's work product produced under this Agreement shall be the property of District.

6. **STATUS OF CONTRACTOR**. District and Contractor agree that Contractor, in performing the services specified in the Agreement, shall act as an independent Contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar service to be performed for other employees while under contract with District. Contractor will not accept such engagements that interfere with performance under this Agreement. Contractor is not entitled to participate in any pension plan, insurance, bonus or similar benefits the District provides for its employees.

7. **NONDISCRIMINATION.** During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/ genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et. Seq.). The applicable regulations of Fair Employment and Housing Commission implementing Government Code, § 12990 (a)-(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2 § 7285.0 et seq.). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

8. **INDEMNIFICATION**. The Contractor shall defend, save harmless and indemnify the School District and its officers, agents, employees and volunteers from all liabilities and claims for damages for death, sickness or injury to persons or property, or including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees.

9. **INSURANCE.** Contractor shall keep in effect liability insurance coverage with minimum limits as identified below:

Type of Insurance	Amounts	Required
General Liability	$1,000,000 Occurrence; $2,000,000 Aggregate	x
Auto Liability – Any Auto	$1,000,000 Single Combine Limit (CSL)	Only if driving on campus, excluding parking lot
Workers Compensation & Employer Liability	Statutory Limits pursuant to State Law	x
Sexual Abuse and Molestation	$1,000,000	Only if students are present
Professional Liability (E&O)	$1,000,000	Only if Contractor providing professional services

Contractor shall also provide District with evidence of insurance (certificate and endorsements) satisfactory to the District. Except for Workers Compensation insurance, the contractor shall provide an additional insured endorsement (CG2010 or equal) naming the District, it's Officers, Employees, agents and volunteers as additional insured's, and providing for a (30) calendar day written notice to District prior to cancellation or material change of insurance coverage. Contractor shall, at its sole expense, procure and maintain Workers' Compensation Insurance. Contractor's policy shall be primary; any insurance carried by the District shall only be secondary and supplemental.

10. **COMPLIANCE WITH LAWS**. Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including worker's compensation and tax law.

11. **MODIFICATION OR ASSIGNMENT**. This Agreement may not be assigned by either party without express written consent to the other. No Modification shall be effective unless approved in writing by District authorized representatives. The parties' business addresses are as follows:

CRIMINAL BACKGROUND INVESTIGATION (CONTRACTOR)

A Criminal Background Investigation Certification:

✔
_____ IS NOT required, as the Contractor WILL NOT have unsupervised contact with district pupils

_____ IS required, as the Contractor WILL have unsupervised contact with district pupils. Attach certification.

_____
Principal/Department Manager Signature Date

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION (Contractor)

The undersigned does hereby certify to the governing board of the Oakley Union Elementary School District ("District") as follows:

1. That I am a representative of _____ ("Contractor"), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.
2. That Contractor has complied with the fingerprinting and criminal background investigation requirements of California Education Code, section 45125.1 with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and that the California Department of Justice has determined that none of those employees have been convicted of a felony, as that term is defined in Education Code, section 451221.
3. That a complete and accurate list of Contractor's employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.

_____ _____
Contractor Signature Date

_____
Contractor Title

James Byfund
Contractor Signature

7/18/2024
Date

Principal/Department Manager Signature

7/18/2024
Date

Approval (Superintendent/Designee)

NOTE: CONTRACT NOT VALID UNLESS:
1) CRIMINAL BACKGROUND INVESTIGATION SECTION ABOVE COMPLETED and
2) SIGNED ABOVE BY SUPERINTENDENT/DESIGNEE

Oakley Union Elementary School District
Exhibit A

Below is the scope of services being performed by The Bylund Clinic.

Provide a Psycho-educational Independent Educational Evaluation for student #18114 within the Oakley Union Elementary School District (OUESD).

Not to exceed $6,000/per IEE. The price quote includes records review, psychoeducational testing and scoring, classroom observation, teacher interview, parent feedback, travel time, report writing, and IEP attendance.

OAKLEY UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting – August 7, 2024

TO: Board of Trustees

SUBJECT: Request to approve the Director of Educator Development to travel out of state for a two-day event in Arizona.

BACKGROUND: We are seeking approval for Brandy Byers, Director of Educator Development, to attend ASU's Mary Lou Fulton Teachers College Next Education Workforce: Models in Action on October 29-30, 2024. This two-day event offers an introduction to the Next Education Workforce, featuring site visits to both elementary and secondary schools. Attendees will tour learning spaces, interact with school leaders, educator team members, and students, and participate in workshops focused on team-based model implementation. The event will provide valuable insights from innovative educational staffing models and allow attendees to collaborate with the Next Education Workforce team to adapt successful strategies to our own context. This opportunity will provide us insight into this model to explore if it is appropriate for OUESD specifically because of the teaming of teachers and retention of staff. Importantly, the registration fee for Brandy Byers is waived, as she has been invited to attend with the Lodi and Teachers College of San Joaquin team.

RECOMMENDATION: The Superintendent and staff recommend approval of the trip for Brandy Byers to attend ASU's Mary Lou Fulton Teachers College Next Education Workforce: Models in Action on October 29-30, 2024.

FINANCIAL IMPACT: Estimated Cost: $ 980
Funding Source: Educator Effectiveness

DEPARTMENT/SCHOOL: Human Resources/Educator Development

PRESENTED BY: Brandy Byers & Erin Roberts

MUNIS REQ #: _____

Proposition 28: Arts and Music in Schools Funding Annual Report

Fiscal Year 2023-24

Name: Oakley Union Elementary
CDS Code: 07-61762-0000000
Allocation Year: 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

We did not fund any Prop 28 arts education programs during the 2023-24 school year.

2. Number of full-time equivalent teachers (certificated).	0.0
3. Number of full-time equivalent personnel (classified).	0.0
4. Number of full-time equivalent teaching aides.	0.0
5. Number of students served.	0
6. Number of school sites providing arts education.	0
Date of Approval by Governing Board/Body	8/7/2024 12:00:00 AM

Annual Report Data URL

https://www.ouesd.k12.ca.us/o/ouesd/page/proposition-28

Submission Date 7/24/2024 3:49:15 PM

Contra Costa County Office of Education
77 Santa Barbara Road, Pleasant Hill, CA 94523 • (925) 942-3388
Lynn Mackey, Superintendent of Schools

CONTRACT FOR RETIREMENT REPORTING SERVICES

This AGREEMENT is hereby made and entered into this 1st day of July, 2024, by and between the Contra Costa County Office of Education, 77 Santa Barbara Road, Pleasant Hill, CA 94523 hereinafter referred to as SUPERINTENDENT, and Oakley Union Elementary School District, 91 Mercedes Lane, Oakley, CA 94556 hereinafter referred to as LEA. SUPERINTENDENT and LEA shall be collectively referred to as the Parties.

WHEREAS, the LEA has requested selected retirement reporting services of SUPERINTENDENT to fulfill or perform defined obligations and duties; and

WHEREAS SUPERINTENDENT is willing to provide support services as requested by LEA.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 TERM. This AGREEMENT shall be in full force and effect for the period commencing July 1, 2024, and ending on June 30, 2025, subject to termination as set forth in this AGREEMENT. This AGREEMENT shall automatically terminate if the LEA is dissolved, abandoned, or closed.

2.0 SCOPE OF WORK. LEA hereby engages SUPERINTENDENT as an independent contractor to perform selected retirement reporting services and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions set forth herein. SUPERINTENDENT'S responsibilities shall include the following:

2.1 SERVICES PROVIDED BY SUPERINTENDENT FOR CalPERS AND CalSTRS RETIREMENT REPORTING.

a. SUPERINTENDENT agrees to transmit retirement reporting and processing information, earnings and contributions processed within the term of this AGREEMENT for LEA to CalSTRS and/or CalPERS.

b. SUPERINTENDENT agrees to coordinate reporting and processing of retirement (CalSTRS and/or CalPERS) information, earnings and

b) Timelines for submitting enrollment and retirement agency forms, in compliance with retirement reporting law for CalPERS/CalSTRS.

c) Access to download CalPERS/CalSTRS Manuals.

3) LEA staff will be invited to all retirement workshops provided to school districts for ongoing training.

4) LEA staff will be included in the mailing list for distribution of information concerning CalPERS/CalSTRS.

g. SUPERINTENDENT will forward all circulars and directives related to CalPERS/CalSTRS to the Business Manager of LEA or their appointed designee.

3.0 LEA RESPONSIBILITIES. The LEA shall be responsible for the following retirement reporting and processing services:

a. LEA shall onboard new hires and establish membership and/or appointments with CalPERS/CalSTRS in a timely manner.

b. LEA shall set up CalPERS/CalSTRS members, non-members, and retired annuitants, in applicable Financial System databases/modules.

c. LEA shall provide SUPERINTENDENT's District Payroll Services notice of collective bargaining agreement for retroactive payroll, prior to processing.

d. LEA agrees to adhere to all timelines as established by SUPERINTENDENT for retirement reporting and processes.

e. LEA is solely responsible for accuracy of all data and compliance with timelines, deadlines, and security in remitting information to SUPERINTENDENT.

f. LEA will provide SUPERINTENDENT accurate retirement and payroll data and/or information necessary for completing and implementing reporting and processing of retirement (CalSTRS and/or CalPERS).

g. LEA shall review final report information/transactions submitted to CalPERS or CalSTRS provided by SUPERINTENDENT and shall notify

accepts financial responsibility for all SUPERINTENDENT fees as described in this agreement.

s. LEA accepts financial responsibility for all CalPERS and CalSTRS fees and/or assessments required for participation in pension funds, such as those related to compliance with statements issued by the Governmental Accounting Standards Board (GASB).

t. LEA accepts responsibility for submitting to CalPERS for review any additional compensation that is proposed to be included in an approved memorandum of understanding (MOU), or a collective bargaining agreement entered into, on or after January 1, 2023, that is intended to be the basis of a pension benefit calculation, in order for CalPERS to review the consistency of the proposal with the California Public Employees' Pension Reform Act of 2013, section 20636 or 20636.1, and the administrative regulations in Government Code.

u. LEA accepts responsibility for submitting to CalSTRS a request for an advisory letter, which would be defined as a written determination relating to compensation that is included or proposed for inclusion in a publicly available contractual agreement for review by CalSTRS, for CalSTRS to provide formal written guidance for the proper reporting of such compensation, as specified, in accordance with the California Education Code Section 22636. If compensation reported in CalSTRS advisory letter is later determined by CalSTRS to have been reported in error, any resulting overpayment or penalty would be deemed an error of CalSTRS.

4.0 FEES. SUPERINTENDENT'S District Payroll Services may assess fees for providing excessive services outside of the scope of services outlined in 2.1 SERVICES PROVIDED BY SUPERINTENDENT FOR CalPERS AND CalSTRS RETIREMENT REPORTING, to resolve Audit Findings from CalPERS or CalSTRS Audits.

a. In the event of penalties and/or interest assessed by the pension system due to inaccurate information, untimely submission, or non-submission of information, the district is responsible for all penalties, fees, and interest.

b. In the event of a retiree benefit overpayment due to inaccurate information, untimely submission, or non-submission of information, the district is responsible for the total overpayment amount and all penalties, fees, and

relate to the services to be provided. SUPERINTENDENT, its officers, agents and employees, shall not be entitled to any rights, and/or privileges of LEA employees and shall not be considered in any manner to be LEA employees.

6.0 INDEMNIFICATION/HOLD HARMLESS.

a. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless LEA, its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT during the period of this AGREEMENT.

b. LEA hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of LEA during the period of this AGREEMENT.

7.0 NON-DISCRIMINATION. SUPERINTENDENT and LEA agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or age or sex of such persons.

8.0 APPLICABLE LAW. The services completed herein must meet the approval of the LEA'S general right of inspection to secure the satisfactory completion thereof. LEA agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to LEA, LEA'S business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

9.0 ASSIGNMENT. SUPERINTENDENT shall not subcontract or assign the performance of any of the services in this AGREEMENT without prior written approval of the LEA.

10.0 INSPECTION AND AUDIT. LEA agrees that SUPERINTENDENT shall have access to and the right to examine, audit, excerpt, copy or transcribe any applicable

15.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Orange County, California.

16.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement between SUPERINTENDENT and LEA regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

LEA: Oakley UESD	Contra Costa COE
BY:_____	BY:_____
Authorized Signature	Authorized Signature
PRINTED NAME:_____	PRINTED NAME: Daniela Parasidis
TITLE:_____	TITLE: Deputy Superintendent
DATE:_____	DATE: Jul 2, 2024

Signature: Rianne Pfaltzgraff
Rianne Pfaltzgraff (Jul 16, 2024 09:16 PDT)

Email: rpfaltzgraff@ouesd.k12.ca.us

OAKLEY UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting – August 7, 2024

TO: Board of Trustees

SUBJECT: Oakley is engaging in the process of healthcare education with our staff. This agreement with The Volition Group would provide two in-person health benefit training sessions. The agreement would be for providing basic health benefits education and secondly to work with the group on the establishment of a fully operating Health Benefits Committee including but not limited to, developing the group's purpose & goals statements, membership framework, ground rules, and decision-making process.

BACKGROUND: Oakley is engaging in the process of examining our Health Benefits structure.

PROCUREMENT PROCESS: This is one of a few companies that engage in health benefits education.

RECOMMENDATION: The Superintendent and staff recommend approval of the Agreement with Volition Group.

FINANCIAL IMPACT: Estimated Cost: $2500
Funding Source: General Fund

DEPARTMENT/SCHOOL: Human Resources

PRESENTED BY: Erin Roberts

MUNIS REQ #: _____

TVG Professional Services Agreement

RECITALS

This Professional Services Agreement ("Agreement") is entered into between Oakley Union Elementary School District, an agency of the State of California ("OUESD" or "District"), and The Volition Group ("TVG"), jointly referred to as "the Parties", effective as of August 1st, 2024.

A. OUESD is a public school district situated in Oakley, California. OUESD offers its qualified employees and retirees a comprehensive health benefits package, which includes medical, dental, vision, and life insurance coverage. In addition, OUESD operates a joint labor-management Health Benefits Committee. This Agreement intends to outline the professional services required to bolster its health benefit offerings through a program called the CECHCR Approach.

B. TVG operates as a fee-only healthcare education and advisory firm. It is guided by management and labor organizations that represent the state's public schools and community college districts.

C. The Agreement stipulates the scope and terms of the professional services that TVG will extend to OUESD, pertaining to the health benefits that OUESD provides to its qualified employees and their family members. The Parties agree as follows:

I. OBJECTIVITY

To maintain independence and objectivity, neither TVG nor any of its employees, agents, affiliates or subcontractors shall receive any form of compensation, commission, overrides or other remuneration from insurance carriers, brokers, sales agents or other similar third parties for any services rendered to OUESD. The only compensation received by TVG, its employees, agents, affiliates or subcontractors will be paid directly by the District to TVG for the services rendered herein.

II. SCOPE OF PROFESSIONAL AND EDUCATIONAL SERVICES

A. **Education, Health Benefits Committee Formation & Healthcare Education Using the CECHCR Approach**

Using the CECHCR Approach, TVG will advise OUESD on how to form a new Health Benefits Committee (HBC) and provide two in-person health benefit training sessions—approximately two hours each—first providing basic health benefits education and second working with the group on the establishment of a fully operating HBC, including but not limited to, developing the group’s purpose & goals statements, membership framework, ground rules, decision-making process, annual calendar,

and how the group will communicate with constituencies. TVG will integrate relevant CECHCR videos and handouts tailored to OUESD. Discussions will revolve around OUESD's health benefits goals and strategic planning.

Using the CECHCR Approach, TVG will assist OUESD HBC in the development of a Committee Handbook, which will include relevant CECHCR education materials.

B. Other Services.

If OUSD requires health benefits request for proposal services, an addendum to this agreement can be incorporated at a future date.

III. COMPENSATION

A. Professional Fees. Professional fees for the resources required to complete the services described in section III above are as follows:

   a. **Section II (A).** $2,500

B. Additional costs. There shall be no additional charges for costs incurred by TVG for research data, documents, communications, production and duplication of documents and reasonable travel and lodging for any in-person meetings unless mutually agreed upon by the parties in advance. These mutually agreed-upon costs, if any, will be invoiced at cost.

C. Invoices and Payment. Invoices for professional services and related expenses shall be prepared by TVG and submitted for payment by OUESD in advance, as follows:

   a. **Section III (A).** P ayment in full at the commencement of services

D. A late payment penalty equal to 1.5 percent per month shall be charged on balances not paid within 30 days of the date of invoice.

IV. TERM.

The term of this Agreement commences upon the effective date of this Agreement and continues through December 31, 2024, subject to the termination provisions in section VII. below.

V. TERMINATION

A. Default. OUESD's non-payment of invoices is a breach of this Agreement that may result in withdrawal of services and termination of the Agreement with no penalty against TVG. Upon payment of a delinquent invoice by OUESD, TVG will, at its sole option, resume services for the rest of the term of the Agreement. In the event of Default, payment for any unpaid portion of the professional fees shall be due and payable within thirty (30) days of the effective date of such Default.

B. Survivability. The Confidentiality, Transparency and Indemnification provisions of this Agreement shall survive any termination of this Agreement. Except as otherwise outlined in this section VI, the financial responsibilities outlined in the Compensation clauses shall survive for any unpaid Professional Fees and additional costs incurred through the effective date of the termination.

VI. INSURANCE AND TAXES

A. TVG at their sole cost and expense shall secure and maintain in full force and effect throughout the term of this Agreement policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to OUESD which will protect TVG and OUESD from claims which may arise out of or result from TVG's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance coverage shall include:

   a. Workers' Compensation as required under California State law or the Labor Code.

   b. Commercial or Comprehensive General Liability (in an amount not less than $1,000,000.00);

B. TVG shall assume full responsibility for payments of Federal, State, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation and/or income tax laws, or any disability or unemployment law, or retirement contributions of any sort whatsoever, concerning TVG, or any employee, agent or subcontractor thereof, and shall further indemnify and hold harmless OUESD from any such payment or liability arising out of or in any manner connected with TVG's performance under this Agreement.

VII. GENERAL

A. Best Efforts. TVG shall use its best commercially reasonable efforts to provide OUESD with quality professional services. It is recognized, however, that TVG does not predict or guarantee any particular outcome or specific result.

B. Governing Law; Venue. This Agreement shall be governed by and construed to be in accordance with the laws of the State of California applicable to contracts between California residents entered into and to be performed entirely with the State of California. Any action or proceeding arising directly or indirectly from this Agreement shall be litigated in an appropriate state court in the County of San Diego, State of California, or in the United States Federal District Court for the Southern District of California.

C. Attorneys' Fees. If any legal action is necessary to enforce this Agreement, whether in court or arbitration, the prevailing Party shall be entitled to recover its expenses incurred in connection with said dispute, including, but not limited to, expert witness fees, court costs, whether taxable or non-taxable, and reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.

D. TVG Indemnification: TVG agrees to indemnify, defend, and hold OUESD, its officers, agents, and employees harmless from all claims, losses, actions, damages, expenses, or liabilities arising out of the negligent acts or omissions of TVG, its officers, agents, or employees in connection with this Agreement.

E. OUESD Indemnification: OUESD agrees to indemnify, defend, and hold TVG, its officers, agents, and employees harmless from all claims, losses, actions, damages, expenses, or liabilities arising out of the negligent acts or omissions of OUESD, its officers, agents, or employees in connection with this Agreement.

F. No Third-Party Beneficiaries. Nothing in this Agreement shall confer any right, remedy,

obligation or liability whatsoever upon any person or entity other than the Parties hereto, and their respective successors and assigns.

G. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written communications pertaining thereto, all of which are merged in this Agreement. In executing this Agreement, neither Party has relied upon any warranty, representation, assurance or inducement that is not expressly set forth herein. No other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

H. Severability. If any court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable. The remaining provisions of this Agreement shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

I. Execution in Counterparts. This Agreement may be executed in counterparts, and the Parties may return said execution via mail, e-mail or facsimile. Each counterpart shall be deemed an original, and all of which taken together shall constitute one and the same Agreement. This Agreement is not binding and effective until it is executed by the Parties herein.

J. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

TVG:	OUESD:
The Volition Group	Attn: Erin Roberts
8690 Aero Dr. Suite 115 #1100	91 Mercedes Lane
San Diego, CA 92123-1757	Oakley, CA 94561

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

For Oakley Union Elementary School District	For The Volition Group
Signature	Signature
	Matt Bittner
Name	Name
	09/01/2024
Date	Date

OAKLEY UNION ELEMENTARY SCHOOL DISTRICT

Board Meeting – August 7, 2024

TO: Board of Trustees

SUBJECT: Social Work Field Placement Agreement with California State University, East Bay

BACKGROUND: This agreement will allow our District to provide experience in the public school setting for students enrolled in their Social Work program.

RECOMMENDATION: The Superintendent and staff recommend approval of the Social Work Field Placement Agreement with California State University, East Bay.

FINANCIAL IMPACT: None

Prepared by: Tammi Lauderdale
Human Resources Specialist

CSUEB # _____

CALIFORNIA STATE UNIVERSITY EAST BAY

SOCIAL WORK
FIELD PLACEMENT AGREEMENT

This Agreement is between the Oakley Union Elementary School District ("Agency") and California State University East Bay ("University"), and is effective as of _____.

A. Agency offers University students learning opportunities with Social Work Education.

B. University operates a fully accredited Social Work program offering a master's degree in Social Work.

C. The parties will both benefit by making a field experience training program ("Program") available to University students at Agency.

The parties agree as follows:

I. GENERAL INFORMATION ABOUT THE PROGRAM

A. The maximum number of University students who may participate in the Program during each training period shall be mutually agreed by the parties at least 30 days before the training period begins.

B. The starting date and length of each Program training period shall be determined by mutual agreement.

C. Field Placements to be afforded under this agreement shall include Social Work only.

II. UNIVERSITY'S RESPONSIBILITIES

A. Student Profiles. University shall advise each student enrolled in the Program to complete and send to Agency a student profile on a form to be agreed by the parties, which shall include the student's name, address, and telephone number. Each student shall be responsible for submitting his or her student profile before the Program training period begins. Agency shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. University shall notify Agency's Program supervisor of student assignments, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.

C. Program Coordinator/Field Director. University shall designate a faculty member to coordinate with Agency's designee in planning the Program to be provided to students.

D. Orientation Program. University shall provide an orientation to students regarding the University's field education policies and procedures prior to students entering placements. University shall provide seminars on issues related to field instruction for Agency staff providing field instruction to students.

E. Records. University shall maintain all personnel records for its staff and all academic records for its students.

F. Student Responsibilities. University shall notify students in the Program that they are responsible for:

1) Complying with Agency's administrative policies, procedures, rules and regulations;

2) Submitting to health and background screenings as required by the Agency. Also assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;

3) Provide evidence of personal health insurance, at student's own expense;

4) Maintaining the confidentiality of patient information.

a) No student shall have access to or have the right to receive any client records, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable client information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience. **[REQUIRED PROVISION/HIPAA]**

b) Neither University nor its employees or agents shall be granted access to individually identifiable information unless the client has first given consent using a form approved by Agency that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations. **[REQUIRED PROVISION/HIPAA]**

c) Agency shall reasonably assist University in obtaining client consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents. **[REQUIRED PROVISION/HIPAA]**

5) Complying with Agency's dress code and wearing name badges identifying themselves as students;

6) Attending an orientation to be provided by their University instructors;

7) Notifying Agency immediately of any violation of state or federal laws by any student; and

8) Providing services to Agency's clients only under the direct supervision of Agency's professional staff.

9) Students shall be required to enter into a written agreement between student and Agency.

G. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, either from University or Agency. For purposes of this agreement, however, students are trainees and shall be considered members of Agency's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. §160.103. **[PRIOR SENTENCE IS REQUIRED PROVISION/HIPAA]**

H. Students must go through an interview, application and background process:

1) Student must contact Agency to set up an interview with coordinator.

2) If successful, the student must complete an application, with all pertinent information of current and past references.

3) The application is part of a background packet which includes a criminal history check, credit report, Department of Motor Vehicles check and local police department check.

III. AGENCY'S RESPONSIBILITIES

A. Field Education Experience. Agency shall accept from University the mutually agreed upon number of students enrolled in the Program and shall provide the students with supervised field experience. Field placements are to be supervised by a supervisor with an MSW and at least two years post masters experience. Supervision may be shared with an Agency staff member who does not have an MSW.

B. Agency Designee. Agency shall designate a member of its staff to participate with University's designee in planning, implementing, and coordinating the Program.

C. Access to Facilities. Agency shall permit students enrolled in the Program access to Agency facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Agency's activities.

D. Records and Evaluations. Agency shall maintain complete records and reports on each student's performance and provide an evaluation to University on forms the University shall provide.

E. Withdrawal of Students. Agency may request that University withdraw from the program any student who Agency determines is not performing satisfactorily, refuses to follow Agency's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for Agency's request. University shall comply with the written request within five (5) days after actually receiving it.

G. Emergency Health Care/First Aid. Agency shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, Agency shall have no obligation to furnish medical or surgical care to any student.

F. Student Supervision. Agency shall permit students to perform services for clients only when under the supervision of a registered, licensed, or certified professional on Agency's staff. Students shall work, perform assignments, and participate in staff meetings, and in-service educational programs at the discretion of their Agency-designated supervisors. Students are to be regarded as learners, not employees, and are not to replace Agency's staff.

G. Agency's Confidentiality Policies. Students shall be subject to Agency's policies respecting confidentiality of information. In order to ensure that students comply with such policies, Agency shall provide students with substantially the same training that it provides to its regular employees.

IV. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving field experience pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identify, sexual orientation, age or veteran status.

Additionally, it is agreed that if a student with an approved disability accommodation is placed both CSUEB and Agency share the responsibility to meet the legal requirement to provide reasonable accommodations at the workplace under the American with Disabilities Act.

V. STATUS OF UNIVERSITY AND AGENCY

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either Agency or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance.

VI. INSURANCE

A. Student Insurance. University shall ensure that each student in the Program procures and maintains in force during the term of this Agreement, at the student's sole cost and expense, professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall be not less than one million dollars ($1,000,000) for each occurrence and three million dollars ($3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best.

B. Agency Insurance. Agency shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars ($1,000,000) for each occurrence and three million dollars $3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Agency shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Agency shall provide University with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. Agency shall promptly notify University of any cancellation, reduction, or other material change in the amount of scope of any coverage required hereunder.

The parties agree that Agency is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any University students or University instructors while said students or instructors are on the premises of Agency or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the Practicum Sites.

University shall inform each student regarding the lack of coverage of Workers' Compensation insurance by either party.

C. University Insurance. It is understood and agreed that the California State University is a self-insured public agency of the State of California. The University also maintains self-insurance programs to fund its respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this agreement. Students shall be required to enroll in the University's Student Professional Liability program prior to beginning the clinical phase at AGENCY. Students shall maintain their own professional liability insurance in amounts not less than $1,000,000 per occurrence and $3,000,000 aggregate and be required to provide AGENCY with satisfactory evidence of said insurance.

VII. INDEMNIFICATION

A. University shall defend, indemnify and hold Agency and its officials, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from negligence, recklessness, intentional acts or omissions of the Agency, its officials, agents, or employees.

B. Agency shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from negligence, recklessness, intentional acts or omissions of the Agency, its officials, agents, or employees.

VIII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for 5 years, terminating on _____.

B. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

IX. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section II, Paragraph F, subdivisions 4.a), 4.b), and 4.c); Section II, Paragraph G, to the extent it provides that students are members of Agency's "workforce" for purposes of HIPAA ; and Section V. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be

used to interpret or determine the validity of this Agreement or any of its provisions.

D. Counterparts. This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

E. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this agreement.

F. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

G. [Agency] is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". [Agency] is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. [Agency], to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, [Agency] will take steps to comply with the modified, changed or updated guidelines or directives. If at any time [Agency] becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify [University] of that fact.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

UNIVERSITY:

CALIFORNIA STATE UNIVERSITY EAST BAY
25800 Carlos Bee Blvd
Hayward, CA 94542-3021
Procurement Services – SA 2750
Attn: Diego Campos, Buyer
diego.campos@csueastbay.edu
510-885-3959/Fax: 510-885-4258

AGENCY:

_____
Name of Parent Agency

_____
Website

_____ _____ _____
Address **City** **Zip**

_____ _____
Agency Phone Number **Agency Fax Number**

_____ _____
Contact Person **Title**

_____ _____
Phone Number **Email Address**

EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

AGENCY

By: _____
Name/Title: _____
Date: _____

UNIVERSITY

CALIFORNIA STATE UNIVERSITY, EAST BAY

By: _____
Name/Title: Diego Campos, Buyer
Date: _____