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Board Cover Memorandum

To Board of Education

From Sondra Aguilera, Acting Superintendent
Christie Herrera, Executive Director, Early Learning

Meeting Date September 28, 2022

Subject Services Agreement (No Cost) - The Regents of the University of California
– Early Childhood Education

Ask of the Board Approve Service Agreement
 Ratify Service Agreement

Services The Regents of the University of California is providing high quality applied service-learning experiences for its College Corps Youth Equity Fellows. The Primary Contact shall work with OUSD staff to develop non-clinical youth equity-related volunteer projects and responsibilities and arrange for appropriate guidance and supervision of Fellows. It is anticipated that Fellows will be on-site at OUSD sites for approximately 6-10 hours each week, for a total of 360 hours.

Term Start Date: August 26, 2022 End Date: July 31, 2024

Not-To-Exceed Amount \$0

Competitively Bid No. This no-cost agreement is under the bidding threshold.

In-Kind Contributions N/A

Funding Source(s) N/A. No-cost agreement.

Background OUSD is striving to support all schools and students in environment, food

and garden education. College Corps Fellows offer time, expertise and energy to fill some of our gaps with direct programming and preparation for programming through field trips, garden maintenance and harvesting and material development. We can offer the fellows connections to future career pathways, as well as mentorship. Choosing College Corps as a vendor was important to OUSD because of its past reputation which include partnerships with Ameri Corps. College Corps allow the students to obtain experience in working in urban communities where they could one day obtain a career in the education field, among a diverse population in the need of empowerment and engagement.

- Attachment(s)**
- Service Agreement – no cost with The Regents of the University of Cal.

SERVICES AGREEMENT 2022-2023 – NO COST

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and The Regents of the University of California (“**University**”) on behalf of the School of Social Welfare (“Social Welfare”) at the University of California, Berkeley (“University,” together with OUSD, “PARTIES”).

The PARTIES hereby agree as follows:

1. **Term.**
 - a. This Agreement shall start on the below date (“Start Date”): August 26, 2022.
If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.
 - b. The Agreement shall terminate the below date (“End Date”): July 31, 2024.
If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.
2. **Services.** The University is providing high quality applied service learning experiences for its College Corps Youth Equity Fellows (“Fellows”) at OUSD facilities under this Agreement (the “Services”). Exhibit A, attached hereto and incorporated herein by reference, outlines OUSD’s responsibilities in Section 1, University’s responsibilities in Section 2, and the Parties’ joint responsibilities in Section 3.
3. **Alignment.** University agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.
4. **Inspection and Approval. [Reserved]**
5. **Data and Information Requests.** University shall timely provide

OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. University shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to University in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when University's programs and school site(s) change (either midyear or in subsequent years), University shall promptly update the information in the database.

6. Confidentiality and Data Privacy.

- a. OUSD may share information with University pursuant to this Agreement in order to further the purposes thereof. University and all University's agents, personnel, employee(s), and/or Fellows shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is marked or identified as "confidential" or "privileged".
- b. University understands that student data is confidential. If University will access or receive identifiable student data, other than directory information, in connection with this Agreement, University agrees to do so only after University and OUSD execute a separate data sharing agreement.
 - (i) If University is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E (available here).
 - (ii) If University is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
 - (iii) Notwithstanding Paragraph 27 (Indemnification), should University access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, University shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination

of this Agreement.

7. **Copyright/Trademark/Patent/Ownership. [Reserved]**
8. **Compensation.** Neither party will impose any costs under this Agreement.
9. **Equipment and Materials.** OUSD shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **Termination and Suspension.**
 - a. For Convenience by OUSD. Either party may at any time terminate this Agreement upon thirty (30) days prior written notice to the other Party University. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
 - b. Due to Unforeseen Emergency or Act of God. Notwithstanding Paragraph 18 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of University to perform the Services, either party may terminate this Agreement upon seven (7) days prior written notice to the other Party. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
 - c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a

receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, University shall provide OUSD with all materials produced, maintained, or collected by University pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- e. If OUSD, at its sole discretion, develops health and safety concerns related to the University's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to University to suspend the Agreement, in which case University shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate University for Services satisfactorily provided through the date of suspension.

11. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 440
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

University

Name: Linda Burton
Title: Dean
Address: 120 Haviland Hall, MC 7400
City, ST Zip: Berkeley, CA 94720-7400
Phone: 510-643-7016
Email: dberrick@berkeley.edu

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

12. **Status.**

The relationship of the Parties under this Agreement is that of independent contractors. Nothing in this Agreement will create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes.

13. **Qualifications and Training.**

University represents and warrants that to the best of its knowledge, University will perform the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All University Fellows shall have sufficient skill and experience to perform the work assigned to them.

14. **Certificates/Permits/Licenses/Registration. [Reserved]**

15. **Insurance.**

Each Party shall procure and maintain insurance or self-insurance to insure its activities in connection with the performance of this Agreement with coverages as follows:

a. General Liability insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and a general aggregate of two million dollars (\$2,000,000). Fellows participating in the College Corps program in the performance of this MOU are covered under Social Welfare's General Liability insurance policy.

b. Workers' Compensation insurance as required by applicable law.

Upon execution of this Agreement, each Party will furnish the other Party with a Certificate of Insurance ("Certificate of Insurance") evidencing compliance with the insurance provisions of this Agreement.

16. **Testing and Screening.**

a. University is required to screen employees who will be working at OUSD sites for more than six hours. University agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, University agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, University shall obtain an x-ray of the lungs. University, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all University employees, volunteers, and agents providing the Services, University shall ensure completion of fingerprinting and criminal background investigation. To the best of its knowledge, University confirms that no employee, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1.

Waivers are not available for University whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

c. University shall use either California Department of Justice or Be

A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.

University agrees to immediately remove or cause the removal of any employee, representative, agent, or person under University's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide University with a basis or explanation for the removal request.

17. Incident/Accident/Mandated Reporting.

- a. University shall notify OUSD, via email pursuant to Paragraph 11 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. University shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. University shall bear all costs of compliance with this Paragraph.
- b. To the extent that an employee, agent, or representative of University is included on the list of mandated reporters found in Penal Code section 11165.7, University agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

18. Coronavirus/COVID-19.

- a. Through its execution of this Agreement, University declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. Consistent with the requirements of Paragraph 17 (Incident/Accident/Mandated Reporting), University agrees to notify OUSD, via email pursuant to Paragraph 11 (Legal Notices), within twelve (12) hours if University or any employee, agent, or representative of University (i) tests positive for COVID-

- 19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- c. In addition to the requirements of subparagraph (b), University agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to University or any employee, agent, or representative of University and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
 - d. University shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
19. **Assignment.** Neither OUSD nor University shall assign its rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. OUSD may not assign participating Fellows to locations other than OUSD facilities located in the nine-county San Francisco Bay Area region which includes Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma counties, without the prior written consent of University. In case such consent is given, the assignee will be subject to all of the terms of the MOU.
20. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, University agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. University shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental

disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

In addition, OUSD shall not discriminate in the selection, acceptance, or treatment of participating Fellows pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, gender identity, disability, age, protected veteran status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status; or citizenship, as prohibited by law or UC Berkeley policy.

21. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, vendors, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
22. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
23. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **Conflict of Interest.**
 - a. University shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest applicable to a state educational institution. University shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. University affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between University's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

- c. Through its execution of this Agreement, University acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event University receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, University agrees it shall notify OUSD in writing.

25. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, University certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

26. **Limitation of OUSD Liability.** Neither party shall have any financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall either party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement.

27. **Indemnification.**
 - a. OUSD shall defend, indemnify and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable 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 that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of OUSD, its officers, employees, and agents.
 - b. University shall defend, indemnify and hold OUSD, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable 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 that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, and agents.

28. **Audit. [Reserved]**
29. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
30. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. University agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
31. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
34. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly

disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.

35. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
36. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
37. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
38. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. University agrees not to accept the

signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

- c. Notwithstanding Paragraph 10, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. Upon termination, University shall provide OUSD with all materials produced, maintained, or collected by University pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
39. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to University absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

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

University

Name: Michèle Huff

Signature: *Michèle Huff*

Position: Director, Bus. Contracts & Brand Protection

Date: 8/29/2022

OUSD

Name: Christie Herrera

Signature: *C. Herrera*

Position: Executive Director, Early Learning

Date: 8/29/2022

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Sondra Aguilera

Signature: *Sondra Aguilera*

Acting Superintendent & Acting Secretary
Board of Education

Position: _____

Date: 9-29-2022

Approved as to form by OUSD Staff Attorney.

Name: Joanna Powell

Date: 8/27/22

Signature: *Joanna L. Powell*

EXHIBIT A

1A. General Description of Parties' Responsibilities:

OUSD shall appoint a Primary Contact for communication with Social Welfare. Note: If the Primary Contact is not supervising all Youth Equity Fellows onsite, he/she may be expected to forward information and requests.
OUSD Primary Contact Info:

Full Name	Michelle Oppen (Center), Christie Herrera (ECE), Brian McGhee (McClymonds)
Email	michelle.oppen@ousd.org, christie.herrera@ousd.org, brian.mcghee@ousd.org
Phone Number(s)	415-823-4315 (Michelle Oppen) 510-984-4057 (Christie Herrera) (510) 329-5821 (Brian McGhee)

The Primary Contact shall work with OUSD staff to develop non-clinical youth equity-related volunteer projects and responsibilities and arrange for appropriate guidance and supervision of Fellows. It is anticipated that Fellows will be on-site at OUSD sites for approximately 6-10 hours each week, for a total of 360 hours.

1. OUSD RESPONSIBILITIES:

- A. OUSD will, subject to OUSD’s right to interview and approve, accept University undergraduate students for the College Corps program for a period of service at times and in number to be agreed upon, from time to time in writing, by the respective representatives of the parties.
- B. OUSD will:
 - I. Ensure Fellows receive a description of their potential duties at the OUSD site.
 - II. Inform Fellows of selection decisions.
 - III. Provide the Community Engagement Coordinator in Social Welfare with the names of selected participants and their assigned projects.
- C. OUSD will provide the Community Engagement Coordinator with site-specific information about onboarding requirements (e.g., TB testing, criminal background checks) and associated site-specific documents.

- D. OUSD will provide safe and adequate facilities and a setting for participating Fellows in accordance with the objectives developed through cooperative planning by Social Welfare and OUSD where Youth Equity Fellows may gain experience volunteering in a setting that supports child/youth well-being, development, and learning outcomes.
- E. OUSD will conduct a preliminary risk assessment and document possible risks to the health or safety of the Fellow (“**Risks**”). OUSD will be responsible for continuing to assess Risks of the physical location and activities performed, and will regularly monitor for such Risks. If Risks are identified, they will be reported to the Fellow and to the School of Social Welfare.
- F. OUSD will train volunteers on expected activities and ensure they do not perform activities that are not appropriate for a volunteer.
- G. OUSD shall provide for the orientation and training of participating Fellows as to the philosophies, rules, regulations, and policies of OUSD.
- H. OUSD will be responsible for training on particular rules, regulations, and policies relating to the client population served and duties the Youth Equity Fellow is expected to complete, for example safety training, staff or volunteer protocols, HIPAA, etc.
- I. OUSD will facilitate connections and collaboration between Youth Equity Fellows with OUSD employees, partners, and clients as appropriate and in support of the agreed upon activities within the program.
- J. OUSD will name a full-time staff member who will be responsible for supervising the Fellow(s) in their service activities and ensuring activities are appropriate for volunteers.
- K. OUSD will ensure that one person from the Placement Site attends the annual College Corps Site Supervisor Orientation in mid-August at UC Berkeley.
- L. OUSD will provide direct, regular supervision to selected Fellows.
- M. OUSD will provide and document completion of AmeriCorps-required Site Orientation with Fellow (which includes a safety training). Submit signed Site Orientation Checklist to the College Corps staff at Collegecorps@berkeley.edu by October 3, 2022.
- N. OUSD will work with Fellows to complete the College Corps Fellow/Site Supervisor Agreement. Submit original signed Agreement to the College Corps staff at

- Collegecorps@berkeley.edu by October 3, 2022.
- O. OUSD will ensure Fellows are making adequate progress toward College Corps community service, community building, and Fellow development objectives.
 - P. OUSD will conduct monthly check-ins with Fellows to discuss project progress, clarify project expectations, and receive project guidance as necessary. These meetings should also provide a time and space for Fellows and Site Supervisors to give feedback and express unmet needs.
 - Q. OUSD will evaluate Fellow service progress at the beginning, middle and end of the year, document these evaluations and forward to the College Corps staff at Collegecorps@berkeley.edu by the dates requested.
 - R. OUSD will complete any reports and surveys required by College Corps and/or AmeriCorps.
 - S. OUSD will ensure that Fellows will not engage or participate in any of the following in their official capacity as an AmeriCorps Fellow while under direction of Project Partner:
 - I. Attempting to influence legislation;
 - II. Organizing or engaging in protests, petitions, boycotts, or strikes;
 - III. Assisting, promoting, or deterring union organizing;
 - IV. Impairing existing contracts for services or collective bargaining agreements;
 - V. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 - VI. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 - VII. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
 - VIII. Providing a direct benefit to—

- A business organized for profit;
 - A labor union;
 - A partisan political organization;
 - A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - An organization engaged in the religious activities described in paragraph (g) above, unless AmeriCorps assistance is not used to support those religious activities;
- IX. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
 - X. Fundraising activities;
 - XI. Providing abortion services or referrals for receipt of such services; and
 - XII. Such other activities as AmeriCorps may prohibit.
- T. OUSD may request Social Welfare to withdraw any Fellow from the program whose performance OUSD deems unfit or whose conduct disrupts desirable relationships within the OUSD. Any such request shall be accompanied by suitable documentation. Social Welfare shall respond to such request within 72 hours, and if Social Welfare is assured that the request is reasonable and not in violation of any laws or University policies, Social Welfare shall withdraw the Fellow from the Community partnership Fellows program.
- U. OUSD acknowledges and agrees that the information provided by Social Welfare, or others on behalf of Social Welfare, that directly relates to any Fellow, including, but without limitation, academic information (e.g., coursework, grades, degrees earned, performance in other external rotations); professional information, (e.g., licenses obtained, suspension, revocation); training and/or certifications (e.g., CPR, OSHA/Bloodborne pathogen); health information (e.g., hepatitis, TB testing); health and other insurance information and, the results of any criminal background check and/or drug testing/treatment information, (hereinafter "Protected

Information”) is protected by the Family Educational Rights and Privacy Act (FERPA). OUSD represents and certifies that it will (1) protect the confidentiality of all Protected Information; and will not, except with the written consent of the Fellow, (2) use Protected Information for any purpose other than to carry out the purposes of this MOU; or (3) disclose Protected Information except to authorized individuals within its organization who have a legitimate need to know Protected Information in order to carry out the purposes of this MOU.

2. SCHOOL OF SOCIAL WELFARE RESPONSIBILITIES:

- A. Social Welfare will use reasonable efforts to see that Fellows selected by OUSD for participation in the OUSD site are oriented to the expectations of the program. Social Welfare will provide orientation and continuous group reflection opportunities regarding community-based service to support co-learning and Fellows’ professional development.
- B. Social Welfare will make an annual visit to the OUSD site to meet with each Fellow. Social Welfare will periodically consult with OUSD and with each Fellow regarding the student’s progress, performance, evaluation, and personal conduct during the Community partnership.
- C. Social Welfare retains the right to conduct unannounced site visits.
- D. Social Welfare will work with the OUSD Primary Contact in developing educational opportunities for Fellows based at the OUSD site. Examples include:
 - I. Educational speakers
 - II. Service reflections
 - III. Skill-building workshops
 - IV. End of year presentations of learning

3. JOINT RESPONSIBILITIES

Social Welfare and OUSD will share in the supervision of each Fellow, with Social Welfare retaining full responsibility for defining the philosophy, objectives, content and format of the service experience.

- 1B. **Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school*

sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?

- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- X Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

Fellows would provide virtual services.

2. **Waivers (Completed by OUSD Only):** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

- Commercial General Liability Insurance. (Waiver only available, at OUSD's sole discretion, if University's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)
- Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if University has no employees.)
- Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if University's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)
- Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if University's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students.)