

File ID Number	16-1723
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By	02



**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education**

To: Board of Education
 From: Antwan Wilson, Superintendent
 Subject: **Agreement – The Regents of the University of California**

ACTION REQUESTED:

Approval and acceptance by the Board of Education of Professional Services Agreement between The Regents of the University of California, on behalf of the University of California, Berkeley and the Oakland Unified School District from January 1, 2015 through December 31, 2017.

BACKGROUND:

Oakland Unified School District’s Professional Services Agreement with the Regents of the University of California will allow inclusion in the UC Berkeley/Lawrence Hall of Science’s “Educational Pathways Into College and Career (EPICC) summer program for rising 10th graders for our STEM focused academy students with below grade level skills in math and science.

File ID #	Backup Document Included	Type	Recipient	Grant’s Purpose	Time Period	Funding Source	Grant Amount
16-1723	Yes	Professional Services Agreement	Oakland Unified School District for the Linked Learning Office	The Service Agreement will fund the EPICC Summer Program for rising 10 th graders	January 1, 2015 through December 31, 2017	University of California, Berkeley through the National Science Foundation (NSF)	\$24,750

DISCUSSION

Oakland Unified School District will cover the time of approximately one summer school certified teacher of record, offer administrative support, participate in program planning activities with Lawrence Hall of Science and coordinate with Oakland Unified School District’s Summer Program Office to efficiently run a summer program.

FISCAL IMPACT:

The total amount of the grant will be provided to the Linked Learning Office from the funder.

- Grant valued at: \$24,750

RECOMMENDATION

Approval and acceptance by the Board of Education of the Professional Services Agreement between Oakland Unified School District and the Regents of the University of California on behalf of the University of California, Berkeley for fiscal years 2015-17.

ATTACHMENTS:

Professional Services Agreement, Proposal Letter and Terms and Conditions



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.**

Legislative File ID No. 16-1723

Department: Linked Learning

Vendor Name: The Regents of the University of California

Contract Term: Start Date: January 1, 2015 End Date: December 31, 2017

Annual Cost: \$ N/A

Approved by: [Signature]

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

We've done business with this vendor before.

Summarize the services this Vendor will be providing.

A grant will fund the Educational Pathways Into College and Career (EPICC) summer program.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

N/A

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

Antwan Wilson Superintendent

July 11, 2014

Joanna Totino
Director Bay Area Science Project
Lawrence Hall of Science
UC Berkeley Centennial Drive
Berkeley, CA 94720-5200

Dear Ms. Totino,

Oakland Unified School District (OUSD) is pleased to submit this Community Service Agreement proposal to Lawrence Hall of Science, University of California, Berkeley for Inclusion in "Educational Pathways Into College and Career (EPICC)" proposal to the National Science Foundation (NSF) Innovative Technology Experiences for Students and Teachers (ITEST): NSF 14-512.

The Oakland Unified School District is a kindergarten through 12th grade comprehensive unified school district serving 36,180 students in Alameda County. Among our students, 35% are African American, 37% are Latino, 32% are English Learners (25% first language is Spanish), and 71% are eligible for free or reduced price lunch. Our district is committed to the graduation of all students ready for college and career. Because we serve a population that includes a significant percentage of low income and at risk youth, we have explored and pursued multiple strategies for high school reform, in particular strategies focused on career pathways where students can identify their career interests early and pursue those within the context of a rigorous and college focused academic curriculum. Some of these efforts currently include participation in the California Partnership Academies and the California Linked Learning District Initiative. As a linked learning district Oakland is committed to enrolling 100% of students in pathways in the long term.

EPICC will provide a summer program for rising 10th graders for our STEM focused academy students with below grade level skills in math and science.

This proposed three-year project, beginning January 1, 2015, will allow us to work toward several district priorities:

- 1) It will provide high quality intervention and acceleration;
- 2) It will provide a super-enriched summer school program for approximately 35 high-school students most of whom will be underrepresented students;
- 3) It will add value to our linked learning pathways, and help us to capture and engage our vulnerable youth, and;
- 4) by working directly with Lawrence Hall of Science on this particularly powerful combination of carefully designed summer program of linked learning and efficacy research, OUSD will continue its effort to be on the leading edge of districts implementing college and career focused pathways creating effective models that can be used and scaled up by other districts nationally.

Because of our large summer school program, OUSD can assure you that we will provide a site that meets your criteria for the EPICC Summer Program to be held in the summers of 2015, 2016, and 2017. We are also committed to actively recruiting and supporting rising sophomore students to participate in the project. Finally, we will work closely with your research and your evaluation teams to ensure that the impact of the program can be documented and shared with our colleagues around the country.

If this project is funded, we will be pleased to receive a Community Services Agreement to cover the time of approximately one summer school certified teacher of record and administrative support. OUSD is committed to providing the following services.

Work Scope

- Participate in a program planning activities with Lawrence Hall of Science professional developers and researchers;
- Identify staff (teacher of record, custodial services, room etc.) at an appropriate summer school site to host the EPICCSummer Program;
- Coordinate with Summer Program Office to efficiently run Summer Program;
- Recruit 35 rising sophomores to participate each year in the EPICCSummer Program;
- Obtain course approval and elective summer school credit for students who participate and pass the EPICCSummer Program;
- Cooperate and collaborate with all research and evaluation data collection efforts, including teacher and student surveys, classroom observations and videotaping during the summer school program;
- Provide access to required student data for both the EPICCSummer participants as well as the EPICCSummer comparison group each year for the three years of the project. This includes transcripts, test scores and attendance data for all students enrolled in the pathway.

The total amount of **\$24,750** will cover the 3-year project period (January 1, 2015 – December 31, 2017).

We are eager to work with you on this project.

Should you have any questions, or need additional information, please contact: Gretchen Livesey at Gretchen.Livesey@ousd.k12.ca.us regarding our linked learning program.

Best Regards,



Antwan Wilson
Superintendent
Oakland Unified School District



Professional Services Agreement The Regents of the University of California

This Agreement to furnish certain professional services described herein and the documents referenced herein is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, **Berkeley**, and the supplier named below (Supplier).

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Letter of Support ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Services from Supplier.

2. Term of Agreement/Termination of Statement of Services

- a) The term of the Agreement will be from **01/01/2015** and through **12/31/2017** and is subject to earlier termination as provided below. It may be extended upon the agreement of the parties.
- b) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **30** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Services until UC approves a Purchase Order for the Services. No payments will be made in advance of work performed, except as specified in the Agreement.

4. Invoices and Pricing

All invoices must be itemized according to the Statement of Work and include the Agreement and/or Purchase Order Number, payment remittance instructions, and a description of the Services performed. UC payment terms are net 30 unless otherwise stated in the Agreement. Unless the Agreement is amended, the total price for Services may not exceed **\$24,750.00**.

5. Notices

As provided in the Terms and Conditions, notices may be given by overnight delivery or by certified mail with return receipt requested, at the addresses specified below. Additionally, notices by Email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California].

For UC:

Rev. 10/27/2014

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Name	Joanna Totino, Director Bay Area Science Project		
Phone			
Email			
Address	Lawrence Hall of Science, 1 Centennial Drive		
	Berkeley, CA 94720		

For Supplier:

Name	Antwan Wilson, Oakland Unified School District		
Phone			
Email			
Address	1000 Broadway, Suite 680,		
	Oakland, CA 94607		

6. Intellectual Property, Copyright and Patents

The Services involve Work Made for Hire

The Services **do not** involve Work Made for Hire

7. Federally Funded Contracts; Grants and Cooperative Agreements

- a) For federally-funded contracts, the contract number is: **NSF 14-512** sponsored by the **National Science Foundation** dated 1/01/2015.

8. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (see Public Contract Code Section 10515).

9. Insurance

Deliver the Certificate of Insurance to UC's Buyer, by mail or overnight delivery. Additionally, this requirement will be considered satisfied if a PDF version of the Certificate of Insurance is sent by Email and includes the following text in the Subject field: **CERTIFICATE OF INSURANCE –Oakland Unified School District.**

10. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

11. Incorporated Documents

The following documents are incorporated and made a part of the Agreement by reference as if fully set forth herein, listed in the order of precedence following the Agreement:

- a) Letter of Support and Statement of Work – Attachment A
- b) General Terms and Conditions- UC

12. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

The Agreement is signed below by the parties' duly authorized representatives.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

Oakland Unified School District

(Signature –
Responsible Administrative Official)

(Signature)

(Joanna Totino, Director Bay Area Science Project)



(Antwan Wilson, Oakland Unified School District)

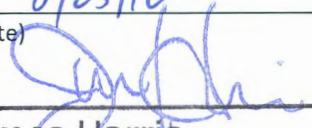
(Date)

(Date)

(Signature –
Program Review Official)

8/25/16

(Date)

 8/25/16

James Harris

(Rosabelle Sylvester Fox, Buyer)

President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel

APPROVED FOR FORM & SUBSTANCE

By: 
Marjorie McMan, Oakland Attorney at Law

(Date)

OUSD Community Services Agreement BUDGET for inclusion in UC Berkeley/Lawrence Hall of Science's
 "Educational Pathways Into College and Career" (EPICC) Proposal to NSF-ITEST 14-512

Project Period: 1/1/2015 to 12/31/2017						
Expense Category	# Days	DAILY RATE	Year 1	Year 2	Year 3	TOTAL Request
			1/1/15 to 12/31/15	1/1/16 to 12/31/16	1/1/17 to 12/31/17	
PERSONNEL						
1. Linked Learning Specialist/ Staff						
Year 1	11	\$400	\$4,400			
Year 2	11	\$400		\$4,400		
Year 3	11	\$400			\$4,400	\$13,200
2. Teacher of Summer School Instruction						
Year 1	8	\$400	\$3,200			
Year 2	8	\$400		\$3,200		
Year 3	8	\$400			\$3,200	\$9,600
3. Assistant Coordinator						
Year 1	5	\$100	\$500			
Year 2	5	\$100		\$500		
Year 3	5	\$100			\$500	\$1,500
SUBTOTAL PERSONNEL			\$8,100	\$8,100	\$8,100	\$24,300
TRAVEL						
SUBTOTAL TRAVEL			\$0	\$0	\$0	\$0
MEETINGS						
SUBTOTAL MEETINGS			\$0	\$0	\$0	\$0
MATERIALS & SUPPLIES						
1. Supplies for recruitment effort, and for summer school			\$150	\$150	\$150	\$450
SUBTOTAL MATERIALS & SUPPLIES			\$150	\$150	\$150	\$450
OTHER COSTS						
SUBTOTAL OTHER COSTS			\$0	\$0	\$0	\$0
GRAND TOTAL			\$8,250	\$8,250	\$8,250	\$24,750



UNIVERSITY OF CALIFORNIA

Terms and Conditions

ARTICLE 1 – GENERAL. The materials, supplies or services (together, the “Services”) covered by the Agreement will be furnished by Supplier are governed by all the terms and conditions set forth herein. No other terms or conditions will be binding upon the parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of the services, covered by the Agreement, will constitute Supplier’s unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent it specifies the materials, supplies, or services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – INSPECTION. The Services furnished will be exactly as specified in the Agreement free from all defects in Supplier’s performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them without charge, or require delivery of such Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such items within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 3 – CHANGES. UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC’s written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder.

Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the materials and supplies furnished.

ARTICLE 4 – TERM AND TERMINATION.

A. If applicable, the initial term of the Agreement (“Initial Term”) will be stated on the UC Purchase Order (“PO”) and subject to earlier termination as provided below. Following the Initial Term, the Agreement may be extended by written mutual agreement.

B. UC may, by written notice stating the extent and effective date thereof, cancel and/or terminate the Agreement for convenience in whole or in part, at any time. UC will pay Supplier as full compensation for performance until such termination:

- (1) the unit or pro rata Agreement price for the performed and accepted portion; and
- (2) a reasonable amount approved by UC that Supplier may not otherwise recover from other sources, with respect to the unperformed or unaccepted portion of the Agreement, provided compensation under this Article will in no event exceed the total Agreement price.

C. UC may by written notice terminate the Agreement for Supplier’s default, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to supply the Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby. If, after notice of termination for default, UC determines that Supplier was not in default or that the failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of Supplier (including, but not restricted to, acts of God, acts of UC, acts of Government, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather), termination will be deemed for the convenience of UC, unless UC determines that the Services were obtainable by Supplier from other sources in sufficient time to meet the required performance schedule.

D. If Supplier promptly requests an extension and UC determines that Supplier has been delayed in the work due to causes beyond the control and without the fault or negligence of Supplier, UC may extend the time for supplying the Services. Any extension granted will be effective only if given in writing. If UC causes the delay in supplying the Services, and Supplier does not cause or contribute to the delay, the time and price of the Agreement will be subject to change under the Changes Article. Supplier’s sole remedy in the event that a delay in supplying the Services was caused by UC, however, will be limited to any money Supplier actually and necessarily expended, solely by reason of the delay, in supplying the

Services during the period of delay. No allowance will be made for Supplier's anticipated profits.

E. UC's rights and remedies provided in this Article will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

F. As used in this Article, the word "Supplier" includes Supplier and its sub-suppliers at any tier.

ARTICLE 5 – LIABILITY FOR UC - FURNISHED PROPERTY. Supplier assumes complete liability for any tooling, articles or material furnished by UC to Supplier in connection with the Agreement and Supplier agrees to pay for all such tooling, articles or material Supplier damages, spoils or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any tooling, articles, or material in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 6 – DECLARED VALUATION OF SHIPMENTS. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.

ARTICLE 7 – TITLE. Title to the material and supplies purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.

ARTICLE 8 – PAYMENT, EXTRA CHARGES. UC will pay Supplier, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. UC will not pay cartage, shipping, packaging or boxing expenses, unless specified in the Agreement. Invoices must be accompanied by shipping documents or photocopies of such, if transportation is payable and charged as a separate item.

ARTICLE 9 – CHARACTER OF SERVICES. Nothing in the Agreement will create any association, partnership, joint venture or agency relationship between the parties. Supplier, as an independent contractor, will furnish all equipment, personnel and material sufficient to provide the Services expeditiously and efficiently during as many hours per shift and shifts per week and at such locations as UC may so require and designate.

ARTICLE 10 – FORCED, CONVICT, AND INDENTURED LABOR.

A. By accepting the Agreement, Supplier certifies that no foreign-made equipment, materials, or supplies furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

B. UC may impose either or both of the following sanctions on any Supplier contracting with UC who knew or should have known, when entering into the Agreement with UC, that the foreign-made equipment, materials, or supplies furnished to UC were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction:

(1) The Agreement under which the prohibited equipment, materials, or supplies were provided may be voided at UC's option.

(2) Supplier may be removed from consideration for UC contracts for a period not to exceed one year.

ARTICLE 11 – INDEMNITY.

A. General. Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of this Agreement, including Supplier's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Supplier's direction and control.

B. Proprietary Rights. Supplier will defend, indemnify, and hold harmless UC, its officers, employees and agents, from and against all losses, expenses (including but not limited to reasonable attorneys' fees), damages, and liabilities of any kind resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Supplier's supplying UC with the Services under the Agreement or UC's use of the Services under the Agreement constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The foregoing will not apply unless UC has informed Supplier as soon as practicable of the suit or action alleging such infringement. Supplier will not settle such suit or action without UC's consent. UC retains the right to participate in the defense against any such suit or action.

C. Products. Supplier will defend, indemnify, and hold harmless UC, its officers, employees and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind, for injury, death, and property damage, arising out of the dispensing or use of any of the Services. In addition to the liability imposed by law on Supplier for damage or injury (including death) to persons or property by reason of the negligence, willful acts or omissions, or strict liability of the Supplier or its agents, which liability is not impaired or otherwise affected hereby, Supplier hereby assumes liability for and agrees to save UC harmless and indemnify it from every expense, liability or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any act or omission of Supplier.

UC agrees to provide Supplier with prompt notice of any such claims and to permit Supplier to defend any claim or suit, and that it will cooperate fully in such defense.

ARTICLE 12 – WARRANTY. Supplier agrees that the Services furnished under the Agreement will be covered by the most favorable commercial warranties Supplier gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement. Such warranties will be

effective notwithstanding UC's prior inspection and/or acceptance of the Services.

ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTING. The Agreement is assignable by UC. Except as to any payment due hereunder, the Agreement may not be assigned or subcontracted by Supplier without UC's written approval. In case such consent is given, it will not relieve Supplier from any of the obligations of the Agreement and any transferee or subcontractor will be considered the agent of Supplier and, as between the parties hereto, Supplier will be and remain liable as if no such transfer or subcontracting had been made.

ARTICLE 14 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION. Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 15 – FEDERAL ACQUISITION REGULATIONS – COMMERCIAL GOODS AND SERVICES. Supplier of commercial materials, supplies or services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely:

- A. FAR 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010);
- B. FAR 52.219-8, Utilization of Small Business Concerns (Dec 2010);
- C. FAR 52.222-04, Contract Work Hours and Safety Standards Act (July 2005);
- D. FAR 52.222-26, Equal Opportunity (Mar 2007);
- E. FAR 52.222-35, Equal Opportunity for Veterans (Sept 2010);
- F. FAR 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010);
- G. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010);

- H. FAR 52.222-41, Service Contract Act of 1965 (Nov 2007);
- I. FAR 52.222-50, Combating Trafficking in Persons (Feb 2009);
- J. FAR 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007);
- K. FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009);
- L. FAR 52.222-54, Employment Eligibility Verification (Jan 2009);
- M. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009); and
- N. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006).

In these provisions, the term "contractor" as used therein shall refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein shall refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission: (1) neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6); (2) Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and (3) any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.

ARTICLE 16 – WORK ON UC OR GOVERNMENT PREMISES. If Services involve performance by Supplier at UC or United States Government owned sites or facilities, the following provisions will apply:

A. Liens. Supplier agrees that at any time upon request of UC, Supplier will submit a sworn statement setting forth the work performed or material furnished by subcontractors, suppliers and materialmen, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for the Services.

Supplier will:

- (1) In accordance with Article 11, indemnify and hold harmless UC, its officers, employees and agents, from and against any and all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind, arising out of the services, labor and materials furnished by Supplier or its subcontractors under the Agreement, and from all laborers', materialmen's and mechanics' liens upon the real property upon which the work is located or any other property of UC;
- (2) Promptly notify UC in writing, of any such claims, demands, causes of action, or suits brought to its attention. Supplier will forward with such notification copies of all pertinent papers received by Supplier with respect to any such claims, demands, causes of action or suits and, at the request of UC will do all things and execute and deliver all appropriate documents and

assignments in favor of UC of all of Supplier's rights and claims growing out of such asserted claims as will enable UC to protect its interest by litigation or otherwise. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

B. Cleaning Up. Supplier will at all times keep UC premises where the work is performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its subcontractors, and, at the completion of the work; will remove all rubbish from and about the building and all its tools, scaffolding, and surplus materials, and will leave the work "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its subcontractors as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.

C. Employees. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such person from work under the Agreement and he or she will not again, without UC's written permission, be assigned to work under the Agreement.

If UC employees perform any acts for the purpose of discharging Supplier's responsibility in this Article, whether requested to perform such acts by the Supplier or not, such UC employees while performing such acts will be considered Supplier's agents and servants subject to the exclusive control of Supplier.

D. Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all UC health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with UC's regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the work; thereafter a start order for resumption of work may be issued at UC's discretion. Supplier shall not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such work stoppage.

The safety of all persons employed by Supplier and its subcontractors on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement, will be the sole responsibility of Supplier. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Services. Supplier will confine its employees and all

other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the work under the Agreement is to be performed or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises which could be dangerous and to prevent accidents of any kind whenever work is being performed in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its subcontractors, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

E. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 17 – INSURANCE. Supplier, at its sole cost and expense, will insure its activities in connection with providing the Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

Each Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
General Aggregate (Not applicable to the Comprehensive Form)	\$ 2,000,000

Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance.

If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined

single limit of not less than one million dollars (\$1,000,000) per occurrence. (REQUIRED ONLY IF SUPPLIER DRIVES ON UC PREMISES OR TRANSPORTS UC EMPLOYEES, OFFICERS, INVITEES, OR AGENTS IN THE COURSE OF SUPPLYING THE SERVICES TO UC.)

C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.

E. If applicable, Supplier will be responsible for loss of UC and UC's customers' property, directly or indirectly, and will maintain Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's customers will be named as "Loss Payee, As Their Interest May Appear" in such Fidelity Bond.

It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will

(1) Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.

(2) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 18 – PERMITS. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision in which the Services are provided. Supplier will be liable for all damages and, in accordance with Article 11, will defend, indemnify and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including but not limited to reasonable attorneys' fees), damages, and liabilities of any kind arising out of Supplier's failure to secure and pay for any such licenses or permits or to comply fully with any and all applicable laws, ordinances and regulations.

ARTICLE 19 – COOPERATION. Supplier and its subcontractors, if any, will cooperate with UC and other Suppliers and contractors on the premises and will so carry on their work that other cooperating Suppliers and contractors will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 20 – TAXES. Supplier will pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in providing Services under the Agreement, and all applicable, excise, transportation, privilege, occupational and other taxes applicable to the Services. Where applicable, Supplier will pay all sales and use taxes imposed on the Supplier.

ARTICLE 21 – USE OF UC NAME AND TRADEMARKS. Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code, Section 92000.

ARTICLE 22 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS.

A. Seller acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered a "work made for hire" under U.S. copyright law and all title, interest, and rights to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all rights, title, and interest to and in such Deliverables and any copyrights or trademarks thereto. Supplier further agrees to promptly execute any additional documents or forms that may be required by UC in order to effectuate said assignment and to allow UC to register the works with the U.S. Copyright Office or the U.S. Patent and Trademark Office. Supplier also hereby assigns any potentially patentable inventions made by Supplier in the performance of the Agreement.

B. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.

C. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with this Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result. Supplier will, at UC expense, execute all documents and do all things necessary or proper with respect to such patent applications.

Supplier is specifically subject to an obligation to assign all right, title and interest in any such patent rights to UC as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.

ARTICLE 23 – CANRA. Supplier represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act ("CANRA"). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

ARTICLE 24 – EXPENSE REIMBURSEMENT. Supplier agrees that any of its expenses that UC agrees to reimburse will be reimbursed under UC's Meal and Travel Expense Policy, which may be obtained upon request.

ARTICLE 25 – PRICE DECREASES. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.

ARTICLE 26 – CONFLICT OF INTEREST. Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means (a) an investment worth \$2,000 or more in Supplier or its affiliate, (b) a position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate, (c) receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate, or (d) a personal financial benefit from the Agreement in the amount of \$250 or more. In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 27 – SEVERABILITY. If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the validity or the enforceability of any other provision of the Agreement or the validity or the enforceability of any portion of the invalidated provision that remains legal, valid, or enforceable. Waiver or non-enforcement by either party of a term or condition of the Agreement will not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

ARTICLE 28 – GOVERNING LAW. California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction for any and all actions arising out of or brought under the Agreement is in a court of competent jurisdiction, federal or state, situated in the county in the State of California in which the UC campus is located or, where the procurement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

ARTICLE 29 – OTHER APPLICABLE LAWS. Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

Keenan & Associates
1111 Broadway, Suite 2000
Oakland, CA 94607

MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertsonline™**

Lawrence Hall of Science
Attn: Jo Ann Schneider
1 Centennial Drive
Berkeley CA 94720

Sender: Robyn Tryon

Phone: 510-986-6750

Subject:

Date: 4/13/2015

No. of Pages: 4

URL: www.keenan.com

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ADMINISTRATOR:
 Keenan & Associates
 1111 Broadway, Suite 2000
 Oakland, CA 94607
 510-986-6750
 www.keenan.com

LICENSE # 0451271

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:
 ENTITY A: Northern California ReLIEF
 ENTITY B:
 ENTITY C:
 ENTITY D:
 ENTITY E:

COVERED PARTY:
 Oakland Unified School District
 1000 Broadway, Suite 300
 Oakland CA 94607

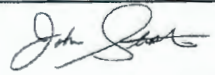
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-06	7/1/2014 7/1/2015	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 0171-106	7/1/2014 7/1/2015	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-06	7/1/2014 7/1/2015	\$ 250,000	\$ 250,000,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-06	7/1/2014 7/1/2015	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
C	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
 As respects to the agreement between the Lawrence Hall of Science, UC Berkeley and Oakland Unified School District for inclusion in the Educational Pathways Into College and Career (EPICC) Program through the coverage expiration date.
 Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

CERTIFICATE HOLDER:
 Lawrence Hall of Science
 Attn: Jo Ann Schneider
 1 Centennial Drive
 Berkeley CA 94720

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.


 John Stephens
 AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-06	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

Lawrence Hall of Science
Attn: Jo Ann Schneider
1 Centennial Drive
Berkeley CA 94720

As Respects:

As respects to the agreement between the Lawrence Hall of Science, UC Berkeley and Oakland Unified School District for inclusion in the Educational Pathways Into College and Career (EPICC) Program through the coverage expiration date. Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

The Regents of the University of California are included as an Additional Covered Party. This coverage shall be primary to the Certificate Holder's coverage and the Certificate Holder's coverage shall be noncontributory.



Authorized Representative

Issue Date: 4/13/2015