Board Office Use: Legislative File Info.		
File ID Number	24-0882	
Introduction Date	5/8/24	
Enactment Number		
Enactment Date		



# **Board Cover Memorandum**

То	Board of Education
From	Kyla Johnson-Trammell, Superintendent Sondra Aguilera, Chief Academic Officer
Meeting Date	May 8, 2024
Subject	No Cost Services Agreement – The Regents of the University of California, Davis – Community Schools and Student Services Department
Ask of the Board	<ul> <li>□ Approve Services Agreement</li> <li>⊠ Ratify Services Agreement</li> </ul>
Description of Services & Background	Vendor will provide programming to address the significant challenges of inclusion and equity for Black/African American middle school and high school girls in science, technology, engineering and mathematics (STEM) education. Through peer mentoring, Ujima GIRL uses hands-on coding and robotics in a culturally-affirming environment as an engaging and fun vehicle for supporting positive attitudes toward STEM. Ujima also emphasizes leadership development and presentation skills and engaging participants with Black female engineers, scientists, faculty, and executives from STEM industries.
Term	Start Date: May 1, 2024 End Date: September 30, 2025
Not-To-Exceed Amount	N/A. This is a no cost services agreement.
District In-Kind Contributions	District will provide space for programming to take place.
Specific Outcomes	Through this project, District girls will be nurtured to lead in STEM in their schools, communities and careers.

SPSA Alignment Action Item included in Board Approved SPSA (no additional (required if using documentation required). If so, enter Item Number: State or Federal Action Item added as modification to Board Approved SPSA. If so, Funds) school site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process: Meeting announcement for meeting in which the SPSA • modification was approved. • Minutes for meeting in which the SPSA modification was approved indicating approval of the modification. Sign-in sheet for meeting in which the SPSA modification was • approved. Attachment(s) • No Cost Services Agreement • Award Abstract 2116118 Waiver Written confirmation of Commercial General Liability Insurance Attachments (if waiver applicable) Written confirmation of Workers' Compensation Insurance waiver. Written confirmation of Tuberculosis Screening wavier. 

Written confirmation of Fingerprinting/Criminal Background Investigation waiver.



#### NO COST SERVICES AGREEMENT

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 on behalf of its UC Davis Center for Integrated Computing and STEM Education ("VENDOR," together with OUSD, "PARTIES") named in Exhibit A, attached hereto and incorporated herein by reference. Unless otherwise stated herein, "VENDER INDIVIDUAL" includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR's direction, invitation, or control.

The PARTIES hereby agree as follows:

- 1. Services. VENDOR shall provide the services ("SERVICES") as described in Exhibit A.
- 2. Term. The term ("TERM") of this AGREEMENT is established in Exhibit A.
- 3. Compensation. VENDOR agrees to provide the SERVICES at no cost to OUSD. However, OUSD understands and acknowledges that (i) VENDOR may impose certain costs on families and students but only as permitted in Exhibit A and (ii) OUSD shall be responsible for the costs incurred directly by OUSD in relation to the Services only as set forth in Section 3(b) of Exhibit A.
- 4. Suspension. If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
- 5. Termination. Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
  - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
  - b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall

contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 40 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.
- 6. Data and Information Requests.
  - a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
  - b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
- 7. Confidentiality and Data Privacy.
  - a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the

SERVICES, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 23 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.
- 8. Copyright/Trademark/Patent/Ownership. VENDOR understands and agrees that all matters produced under this AGREEMENT, excluding any intellectual property that existed prior to execution of this AGREEMENT, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 9. Alignment and Evaluation.
  - a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
  - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.
- 10. Inspection and Approval. VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed

including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.

- 11. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT. OUSD will provide the basic classroom supplies, computers, and transportation to UC Davis for Ujima Day (if applicable). OUSD reserves the exclusive right to determine the supplies provided pursuant to this Section.
- 12. Legal Notices. Based on contact information set forth in Exhibit A, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (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. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

## 13. Status.

- a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
  - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
  - (ii) VENDOR's work is outside the usual course of OUSD's business; and
  - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:
  - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
  - (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
  - (iii) the contract between OUSD and VENDOR is in writing;
  - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
  - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;

- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.
- 14. Qualifications, Training, and Removal.
  - a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
  - b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
  - c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.
- 15. Certificates/Permits/Licenses/Registration. VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.
- 16. Insurance.
  - a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment

may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

- b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.
- 17. Testing and Screening.
  - a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.
  - b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (http://beamentor.org/OUSDPartner) finger-printing and subsequent

arrest notification services. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

- 18. Incident/Accident/Mandated Reporting.
  - a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
  - b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.
- 19. Health and Safety Orders and Requirements; Site Closures.
  - a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
  - b. Except as possibly stated otherwise in Exhibit A, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
  - c. Except as possibly stated otherwise in Exhibit A, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
  - d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.
- 20. Conflict of Interest.
  - a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employee any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
  - b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of

any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.

- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.
- 21. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<u>https://www.sam.gov/</u>).
- 22. Limitation of OUSD Liability. OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
- 23. Indemnification. The PARTIES agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this AGREEMENT, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
- 24. Audit. VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

- 25. Non-Discrimination. It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
- 26. 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.
- 27. 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.
- 28. Assignment. The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
- 29. 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.
- 30. Litigation. This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
- 31. Incorporation of Recitals and Exhibits. Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
- 32. Integration/Entire Agreement of Parties. This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
- 33. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will

nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

- 34. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
- 35. Captions and Interpretations. Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
- 36. Calculation of Time. For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
- 37. Counterparts and Electronic Signature. This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated the regulations promulgated the regulations for the regulations of the regulations of the signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
- 38. W-9 Form. If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
- 39. Agreement Publicly Posted. This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 40. Signature Authority.
  - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
  - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and

Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

41. Contract Contingent on Governing Board Approval. The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

Name:Paul Zhukotansky	VENDOR Signature: _	Paul Zhukotansky	Digitally signed by Paul Zhukotansky Date: 2024.03.15 08:21:08 -07'00'	
Analyst/Contract Administrator		Date:	03/15/2024	

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD					
Name: andrea Bustamante	Signature:	4/2/2024			
Executive Director, CSSS Position:		Date: _	4/2/2024		
Board President (for approvals)					
☑ Chief/Deputy Chief/Executive Direct	or (for ratifications	)			
Name: <u>Kyla Johnson-Trammell</u>	Signature:				
Position: Superintendent		Date: _			
Approved as to form by OUSD Legal Counsel					
Name:	Jenune Lunday	Date:	3/15/24		

#### UC Davis Agreement # UCDPO00018395

#### SERVICES AGREEMENT

#### EXHIBIT A

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

#### VENDOR: The Regents of the University of California, Davis

- 1. Services. Describe the SERVICES VENDOR will provide: <u>See attached "Ujima (Collective</u> Work and Responsibility) Girls in a Robotics Leadership (GIRL) Project."
- 2. Term.
  - a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: <u>May 1, 2024</u>

- b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit. End date: September 30, 2025
- 3. Compensation.
  - (a) VENDOR may impose the following costs on families and students: N/A

(b) OUSD will be responsible for the following direct costs incurred by OUSD which shall not exceed the amount of \$40, 000 during the Term of this AGREEMENT. The estimated budget costs are set forth in Exhibit B:

(i) Compensation for one or two OUSD Teachers who will be working during the Ujima summer camp (2 weeks = 80 hours/each);

- (ii) Training time for the OUSD Teachers (8 hours/each);
- (iii) Mileage to the training location and 8 hours for the fieldtrip;
- (iv) Lunch for the participating students and OUSD Teachers;
- (v) Basic supplies for the summer camp; and
- (vi) Transportation costs to visit UCDavis or local college.
- 4. Legal Notices.

OUSD

Site/Dept: Legal Department Address: 1011 Union Street, Site 946 City, ST Zip: Oakland, CA 94607 Phone: 510-879-5060 Email: ousdlegal@ousd.org

#### VENDOR

Name/Dept: <u>UC Davis Center for Integrated Computing and STEM Education (C-STEM)</u> Address: <u>One Shields Ave., Davis, CA 95616</u> Email: <u>mjgrant@ucdavis.edu</u> and <u>pzhuk@ucdavis.edu</u> 5. Insurance. OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

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

□ *Workers' Compensation Insurance*. Waiver typically available by OUSD if VENDOR has no employees.

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

☐ *Tuberculosis Screening*. Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.

□ *Fingerprinting/Criminal Background Investigation*. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (inperson or virtual).

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

□ Yes, the SERVICES would be able to continue as described herein.

 $\Box$  No, the SERVICES would not be able to continue.

## Ujima (Collective Work and Responsibility) Girls in a Robotics Leadership (GIRL) Project

https://c-stem.ucdavis.edu/ujima/

#### Summary of the Ujima GIRL Project

Funded with \$2.4M from the National Science Foundation (NSF), the Ujima (Collective Work and Responsibility) Girls in a Robotics Leadership (GIRL) Project aims to address the significant challenges of inclusion and equity for Black/African American middle school and high school girls in science, technology, engineering and mathematics (STEM) education. Through peer mentoring, Ujima GIRL uses hands-on coding and robotics in a culturally-affirming environment as an engaging and fun vehicle for supporting positive attitudes toward STEM. Ujima also emphasizes leadership development and presentation skills and engaging participants with Black female engineers, scientists, faculty, and executives from STEM industries. **Through this project, nearly 2,000 Black girls and college women will be nurtured to lead in STEM in their schools, communities and careers.** 

Each Ujima cohort starts with two one-week summer camps, divided into two levels: Ujima GIRL Camp (20 middle school girls) and Ujima GIRL+ Camp (20 high school girls). The camps emphasize peer-mentoring by providing opportunities for Black female high school students (Assistant Coaches) and Black female college students (Coaches) to serve as counselors and mentors to camp participants (Campers). Additionally, engineers, scientists, and executives from STEM industries will serve as mentors and share their experiences to broaden participants' STEM career aspirations. For both Ujima GIRL and GIRL+ Camps, the girls also learn the creative process involved in making short videos with robotics in the context of a global problem. The week ends with student teams presenting their projects to their families and peers, and a celebration.

Ujima GIRL/GIRL+ Camps create a self-sustaining peer mentoring pipeline and community, as campers can return in future years as Assistant Coaches and Coaches. Moreover, after participating in an Ujima GIRL/GIRL+ Camp, campers will have access to C-STEM math and computer science (CS)/STEAM curriculum with coding and robotics, further supporting their acceleration in math and CS/STEAM subjects during the academic year. Campers will also have support to organize Ujima GIRL Clubs in middle schools and Ujima GIRL+ Clubs in high schools to inspire peers and girls in their feeder elementary schools, further expanding peer-mentoring and STEM engagement.

C-STEM is a <u>UC Approved Educational Preparation Program for undergraduate admission for</u> <u>both K-12 and community college students to all University of California campuses</u>. Participation in the C-STEM program, extracurricular activities such as the Ujima GIRL Project, and receiving individual C-STEM student awards (including <u>the Girl's Leadership Award</u>) are recognized in the UC admissions process as achievements that have explicitly prepared students for college and career. Therefore, when Ujima participants apply to UCs as undergraduates, they can select C-STEM as a UC Approved Educational Preparation Program they participated in.

## Ujima:

*Ujima* is a Swahili word meaning "**collective work and responsibility**"; it is one of seven Nguzu Saba principles of African heritage, which guide many African American/Black cultural spaces. *Ujima* emphasizes the importance of collective community-building, maintenance, and problem-solving. Therefore, *Ujima* is a culturally-relevant principle that provides meaningful guidance about how Black girls and women might engage in STEM: collectively, and in the interest of solving problems that are especially relevant to their communities.

## UC Davis C-STEM Center will provide the following items:

- Via Google Drive, accessible using Gmail or another email account:
  - Advertising flyers (to be customized by the Ujima GIRL/GIRL+ affiliate)
  - Camp participant application
  - Template acceptance letter for camp participants
  - o Parent consent/release of liability/media release forms
  - Camp participant expectations contract
  - o Camp curriculum, including agenda, handouts, and electronic presentation files
  - Participant certificates acknowledging camp completion
  - Camp Assistant Coach application
  - Pre and post assessments for Coaches, Assistant Coaches, and Campers
- Two Black college female college students to serve as paid Ujima GIRL/GIRL+ Camp Coaches who will provide Ujima GIRL/GIRL+ camp instruction and mentoring.
- Orientation and training of all Camp Mentors, Coaches and Assistant Coaches through a web-based and/or in-person format.
- 21 Linkbots and activity mats (used in both Ujima GIRL and GIRL+ Camps).
- 21 Arduino Basic Kits (used in Ujima GIRL+ Camp only).
- Background check/fingerprinting costs for college student Coaches.
- If the Ujima Camp is not being held at a school site with current C-STEM programming, a lab software license of Ch Professional will be provided.
- Provide K-12 Math and CS/STEAM curriculum during the summer for Ujima Coaches and Camp Mentors, and for all Assistant Coaches and Campers until high school graduation.

## The Ujima GIRL/GIRL+ Affiliate will provide the following items:

## • <u>Camp location including:</u>

- A facility to host the Ujima GIRL/GIRL+ Camp for one week each (typically a computer lab in a school, district, county office of education, or university/college campus, non-profit organization).
- If the camp is not held on a university or college campus, a field trip to a nearby university or college campus should be included during the summer or academic year.
- Access to a Windows, Mac OS X, or Chromebook computer with a high speed internet connection and student sign-in capabilities for each Camper
- Tech support for installing and testing software and hardware prior to camp. Testing should be complete shortly after this agreement is finalized, in order to allow sufficient time for any necessary troubleshooting.
- A room/space large enough to accommodate at least 50 attendees during the closing presentations to families and peers, and celebration. The room should ideally be equipped with accessible audio and video equipment, including a projection screen. If refreshments will be provided (optional) the space (or an adjacent space) should permit consumption.
- Whiteboards and/or large chart paper (5 recommended for student group work/planning).
- Adequate lunch venue(s).

## • <u>Site personnel/speakers:</u>

- Ujima GIRL Affiliate Director shall be an administrator in a district office who will:
  - Serve as the district liaison between the C-STEM Ujima GIRL Project team and site.
  - Help recruit Coaches, Assistant Coaches, and Campers.
  - Help recruit Black female guest speakers for the camps and Ujima GIRL Club(s).
  - Organize at least one annual field trip and lunch at a local university or college campus.
  - Nominate outstanding Assistant Coaches and Campers for <u>C-STEM</u> <u>Girl's Leadership Award</u>.
  - The Affiliate will provide each Coach and Camp Mentor with a Linkbot before the training conducted by C-STEM Ujima GIRL Project team. The borrowed equipment will be returned to the Affiliate.

- Ujima GIRL/GIRL+ Camp Mentors (one or two people) shall be a teacher or administrator who will:
  - Provide classroom management and guidance to Coaches, Assistant Coaches, and Campers.
  - Participate in Ujima GIRL/GIRL+ trainings in order to help. troubleshoot and support Coaches with curriculum implementation.
  - Assist the Affiliate Director with recruiting Coaches, Assistant Coaches, and Campers, as well as help organize a field trip and lunch on a nearby university or college campus.
- **Ujima GIRL Camp Assistant Coaches** (minimum of two people) shall be Black female high school students who will serve as volunteer coinstructors/mentors for the one-week middle school Ujima GIRL Camp.
- **Black female guest speakers** (one to three people) shall be engineers, scientists, faculty, and executives from STEM industries who will serve as mentors and share their experiences to broaden participants' STEM career aspirations. At least one speaker should be arranged for each week of summer camp. Additional guest speakers may be recruited for Ujima GIRL Club events throughout the academic year.

## • Supplemental Ujima GIRL Funding

The following breakdown is the approximate funding needed per site, per summer for one Ujima GIRL and one Ujima GIRL+ Camp. Ujima Affiliates may increase or decrease the funding needed based on current equipment.

- Stipends for Ujima GIRL/GIRL+ Camp Mentor(s) during camp weeks and training before camp starts.
- \$100 for miscellaneous consumable materials (classroom and art supplies such as construction paper, glue, tape, notebooks, pencils, & etc.). See the supply list provided with camp files.
- Transportation (costs will vary) for the field trip to a local university or college.
- Photocopies of curriculum handouts for Campers.
- Photocopies of other forms (e.g., medical release and emergency contact forms).
- Map of location, including pick up/drop off area.
- Ujima GIRL/GIRL+ Camp signage in the parking lot and throughout the building, leading campers and families to the camp location.
- Daily lunches, including a lunch at a student dining common during a field trip to a local university or college campus.
- Daily snacks.
- Refreshments for the Ujima GIRL Family Exhibition at the end of the camp week (optional, but encouraged).

**The Ujima GIRL Affiliate team** (i.e., Affiliate Director, Camp Mentor(s), other supporting district staff) will complete the following:

- Finalize the location and dates for Ujima GIRL and Ujima GIRL+ Camps prior to submitting the Ujima GIRL/GIRL+ Camp application.
- Promote the Ujima GIRL/GIRL+ Camps through their district/regional networks using pre-approved Ujima GIRL/GIRL+ Camp materials.
- Work with the Ujima GIRL Project team to select **up to 20** Campers each for the Ujima GIRL (middle school) and Ujima GIRL+ (high school) Camps, and send out letters of acceptance.
- Scan and send copies of the media release form and notes from camper parents to the Ujima GIRL Project team. Upload camp projects and pictures to Google Ujima GIRL camp folder.
- Screen Coaches (i.e., fingerprinting) and Assistant Coaches based on the affiliate's organizational protocol, complying with state and federal regulations for personnel who work with minors.
- Attend in-person and/or online training sessions for all Camp Mentors, Coaches, and Assistant Coaches.
- Abide by the camp agenda and training materials.
- Ensure all camp participants complete pre and post assessments (unless parental consent or student assent was not provided).
- Provide space (or advocate for school-based space), resources, and facilitation support such as a Club Adviser for Ujima GIRL/GIRL+ Campers to operate Ujima GIRL Clubs in middle schools and Ujima GIRL+ Clubs in high schools during the academic year. Ujima GIRL/GIRL+ Camp Mentor(s) may also serve as Ujima GIRL or GIRL+ Club Advisor.
- Securely store, maintain and keep a record of Ujima GIRL Project materials (i.e., 21 Linkbots, 21 Arduino boards, accessories, etc.) for use from summer to summer and during the academic year.

An official website of the United States government Here's how you know



## Award Abstract # 2116118 Ujima (Collective Work and Responsibility) Girls in a Robotics Leadership Project

NSF Org:	<u>DRL</u> <u>Division Of Research On Learning</u>		
Recipient:	UNIVERSITY OF CALIFORNIA, DAVIS		
Initial Amendment Date:	July 28, 2021		
Latest Amendment Date:	August 15, 2023		
Award Number:	2116118		
Award Instrument:	Continuing Grant		
Program Manager:	Amy Wilson-Lopez awilsonl@nsf.gov (703)292-2606 DRL Division Of Research On Learning EDU Directorate for STEM Education		
Start Date:	August 1, 2021		
End Date:	July 31, 2024 (Estimated)		
Total Intended Award Amount:	\$2,400,000.00		
Total Awarded Amount to Date:	\$2,400,000.00		
Funds Obligated to Date:	FY 2021 = \$1,523,397.00 FY 2023 = \$876,603.00		
History of Investigator:	Harry Cheng (Principal Investigator) hhcheng@ucdavis.edu		
	Faheemah Mustafaa (Co-Principal Investigator)		
Recipient Sponsored Research Office:	University of California-Davis 1850 RESEARCH PARK DR, STE 300 DAVIS CA US 95618-6153 (530)754-7700		
Sponsor Congressional District:	04		
Primary Place of Performance:	University of California-Davis 1850 Research Park Dr. Suite 300		

	Davis CA US 95618-6153
	CA US 95618-6155
Primary Place of Performance Congressional District:	04
Unique Entity Identifier (UEI):	TX2DAGQPENZ5
Parent UEI:	NUDGYLBB4S99
NSF Program(s):	AISL
Primary Program Source:	040V2122DB EHR ARP Act DEFC V 04002324DB NSF STEM Education
Program Reference Code(s):	102Z
Program Element Code(s):	7259
Award Agency Code:	4900
Fund Agency Code:	4900
Assistance Listing Number(s):	47.076

#### ABSTRACT

This award is funded in whole or in part under the American Rescue Plan Act of 2021 (Public Law 117-2).

Research shows that Black girls and women, regardless of their academic achievements and STEM interests, often encounter academic under-preparation, social isolation, exclusion, and race-gender discrimination that negatively impacts their ongoing engagement and retention in STEM. This project will provide innovative, culturally relevant learning environments to middle and high school Black girls to counter these negative trends. Using hands-on coding and robotics activities, project participants will develop positive attitudes toward science, technology, engineering, and mathematics (STEM). The project emphasizes peer-mentoring by providing opportunities for Black female high school (assistant coaches) and Black college students (coaches) to serve as counselors and mentors to participants. Additionally, engineers, scientists, and executives from STEM industries will serve as mentors and share their experiences to broaden participants? STEM career aspirations. The project is a three-year collaborative effort between the University of California Davis C-STEM Center, the Umoja Community Education Foundation, and the 66 affiliated California community colleges, industry partners, and school districts in California. Over three years, nearly 2,000 females will participate in the project.

Learning environments for Black girls and women led by other Black girls and women are referred to as ?counterspaces? where they are free to engage in STEM in ways that value their identities while promoting STEM engagement, interests, and career aspirations. The project?s curriculum will follow a research-based, culturally relevant multi-tiered mentoring approach. The curriculum is designed to develop participants? STEM content knowledge, critical thinking, and logical reasoning capabilities through meaningful connections to real-

NSF Award Search: Award # 2116118 - Ujima (Collective Work and Responsibility) Girls in a Robotics Leadership Project

life applications using hands-on coding and robotics. A mixed-method longitudinal study will examine the impact on participants? STEM outcomes, emphasizing contributing new knowledge on the viability of multi-tiered, culturally relevant mentoring for increasing equity in informal STEM learning (ISL). The program's effectiveness will be evaluated using longitudinal assessments of mathematics standards, computer science and robotics conceptual knowledge, logical and critical thinking skills, STEM school achievements, interests and attitudes toward STEM subjects, advanced STEM course-taking, involvement in other ISL opportunities, and leadership in STEM in one?s school/university and community. The project will test a locally based informal learning model with projects hosted by other K-12 and college partners.

This Innovations in Development project is funded by the Advancing Informal STEM Learning (AISL) program, which seeks to (a) advance new approaches to and evidence-based understanding of the design and development of STEM learning in informal environments; (b) provide multiple pathways for broadening access to and engagement in STEM learning experiences; (c) advance innovative research on and assessment of STEM learning in informal environments; and (d) engage the public of all ages in learning STEM in informal environments.

This award reflects NSF's statutory mission and has been deemed worthy of support through evaluation using the Foundation's intellectual merit and broader impacts review criteria.

Please report errors in award information by writing to: <u>awardsearch@nsf.gov</u>.

## <u>Тор</u>



2415 Eisenhower Ave Alexandria, VA 22314 (703) 292-5111

Sign up for email updates

## **About Us**

About NSF



## Agency Letter for Oakland Unified School District Vendor Application

I, HARRY CHENG , am an authorized representative of University of California, Davis C-STEM and Principal Investigator of the Ujima GIRL Project, and hereby certify the following:

- 1. UC Davis C-STEM is responsible for the Fingerprinting and TB Testing of our employees that will be working at OUSD.
- 2. The ATI numbers of our employees working at OUSD will accompany each Invoice when sent to OUSD for payment.
- 3. Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand.

### UC REGENTS - DAVIS

Name of Vendor

Harry H. Cheng, Ph.D Professor, Mechanical and Aerospace Engineering Director, UC Davis Center for Integrated Computing and STEM Education (C-STEM)

Name/Title of Authorized Representative (printed)

(Signature)

3/22/2024

Date

# No.: 0142-2024-B

#### This Certificate is issued to:

Oakland Unified School District Attn: Risk Management 1011 Union Street, Site 987 Oakland, California 94607 University of California, Davis Risk Management Services One Shields Avenue Davis, California 95616

# UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

This is to certify that the University of California is self-insured for the following coverages:

	Type of Coverage	Self-Insured Limits
l.	GENERAL LIABILITY:	
	Each Occurrence	\$ 1,000,000
	Employers Liability	\$
	Errors and Omissions Liability	\$ 1,000,000
	Products and Completed Operations Aggregate	\$
	Personal and Advertising Injury	\$
	General Aggregate (Bodily Injury & Property Damage)	\$ 2,000,000
II.	AUTOMOBILE LIABILITY: Vehicles owned, Non-owned, Hired (Each Occurrence)	\$
III.	SEXUAL MOLESTATION LIABILITY	\$ 1,000,000
IV.	SPECIAL TERMS & CONDITIONS:	
1.	Oakland Unified School District, its officers, agents and employees are he insured, but only in connection with The Regents of the University of California:	ereby named as additional
	Agreement Number: UCDPO00018395	
	UC Davis Department: School of Education	
	Project/Event: Ujima (Collective Work and Responsibility) Girls in a Robotics Lea	adership (GIRL) Project
	Dates of Coverage: May 1, 2024 through September 30, 2025	
2.	This provision shall apply to claims, costs, injuries, or damages but only in pro such claims, costs, injuries, or damages are caused by or result from the neg The Regents of the University of California, its officers, agents, or employees.	
3.	The insurance evidenced herein follows the provisions of the Bylaws and Stand of the University of California and self-insurance programs as administered by Office of the President, Office of Risk Management, which do not permit any a does not result from and is not caused by the negligent acts or omissions employees. Any indemnification or hold harmless clause with broader prov such Bylaws and Standing Orders shall invalidate this certificate.	the University of California, assumption of liability which s of its officers, agents, or isions than required under
	THIS CERTIFICATE SHALL BECOME EFFECTIVE UPON EXECUTION OF THE AGREEMEN	
Should The Reg	any of the above-described programs of self-insurance be materially modified or cancelled before gents of the University of California will give 30 days written notice to the named certificate holder.	e the expiration date shown below,
Date F	Prepared: March 27, 2024 Authorized Signature:	Mat

Certificate Expires: September 30, 2025

				0	-
Name:	LaWanna	Μ	Wade		1

194

Date: 03/27/2024



#### CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. 7559 was issued by the Director of Industrial Relations to:

## The Regents of the University of California

under the provisions of Section 3700, Labor Code of California with an effective date of **April 1, 1980**. The certificate is currently in full force and effective.

Dated at Sacramento, California This day the 11th of April 2022

Lyn Asio Booz, Chief

ORIG: Kevin Confetti Interim Associate Vice President & Chief Risk Officer The Regents Of The University Of California 1111 Franklin Street, 6th Floor Oakland, Ca 94607-5200