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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date October 23, 2023

Subject No Cost Services Agreement – University of California Regents on behalf of its UC Berkeley Public Service Center – Community School and Student Services Department

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

Description of Services & Background Vendor will work in collaboration with Bay Area Community Resources (BACR), one of the District’s after school lead agencies, to implement the Berkely United in Literacy Development (BUILD) program providing after school literacy-based tutoring and reading support to students is applicable BACR school sites pursuant to an agreement between vendor and BACR. This agreement sets out additional obligations between vendor and the District including but not limited to insurance obligations.

Term Start Date: September 16, 2024
End Date: July 31, 2025

Not-To-Exceed Amount N/A. This is a no cost services agreement.

District In-Kind Contributions None

Specific Outcomes As a result of this agreement, the University of California Berkeley Public Service Center will be able to provide school literacy-based tutoring and reading support for students participating in after school programs, which

will help increase student achievement.

**SPSA Alignment
(required if using
State or Federal
Funds)**

- Action Item included in Board Approved SPSA (no additional documentation required). If so, enter Item Number: _____
- Action Item added as modification to Board Approved SPSA. If so, 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

**Waiver
Attachments (if
applicable)**

- Written confirmation of Commercial General Liability Insurance waiver
- Written confirmation of Workers' Compensation Insurance waiver.
- Written confirmation of Tuberculosis Screening waiver.
- 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 entity or individual (“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 VENDOR may impose certain costs on families and students but only as permitted in 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 or (iii) is disclosed under the California Public Records Act or legal process.

- 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. Each Party shall own its own intellectual property unless otherwise mutually agreed upon in writing or as set out in each Party’s applicable service agreement with Bay Area Community Resources.
 9. Intentionally omitted.
 10. Intentionally omitted.
 11. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
 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) the contract between OUSD and VENDOR is in writing;
- (iii) 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;
- (iv) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (v) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vi) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (vii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (viii) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (ix) VENDOR can negotiate its own rates;
- (x) VENDOR can set its own hours and location of work; and
- (xi) 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 without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices 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 (as applicable) 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 employ any officer or employee of OUSD involved in this AGREEMENT during the TERM without the prior approval of OUSD Legal Counsel.

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.

- b. 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 [providing the SERVICES under this AGREEMENT](#) 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 (<https://www.sam.gov/>).
 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.
 - a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT (collectively, "Claim"), but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents, or employees.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
 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. Upon request, VENDOR shall provide OUSD, its agent, other representatives, or an independent auditor with documents 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: The University of California, in accordance with applicable Federal and State law and University policy, does not discriminate on the basis of race, religion, color, citizenship, national or ethnic origin, ancestry, sex (including pregnancy, childbirth, lactation or related medical conditions), gender, gender identity, gender expression, gender transition, sexual orientation, physical or mental disability (including having a history of a disability or being regarded as being disabled), medical condition (cancer-related or genetic characteristics), predisposing genetic information (including family medical history), marital status, age (at least 40 years of age), or veteran or military status.
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. 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.
31. Integration/Entire Agreement of Parties. This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
32. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
34. Captions and Interpretations. Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
35. Calculation of Time. For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
36. Counterparts and Electronic Signature. This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
37. 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.

38. 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.

39. 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.

40. 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:

VENDOR

Name: Quan Luc Signature: Quan Luc

Position: Associate Director, Contracts, BCBP Date: 9/20/2024

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: DocuSigned by:
Andrea Bustamante
806EC2B9F1FE4AB...

Position: Executive Director, Community School and Student Services Dept. Date: 9/26/2024

- Board President (for approvals)
 Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: [Signature]

Position: Superintendent and Secretary, Board of Education Date: 10/24/2024

Approved as to form by OUSD Legal Counsel

Name: Shalini Anadkat Signature: shalinianaadkat Date: 8/29/2024

SERVICES AGREEMENT

EXHIBIT A

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

VENDOR: UC Regents on behalf of its UC Berkeley Public Service Center

1. Services. Describe the SERVICES VENDOR will provide: Vendor is a subcontractor of Bay Area Community Resources ("BACR"). BACR provides after school program services to OUSD in accordance with the services agreement dated June 29, 2022 between OUSD and BACR. Vendor and BACR has entered into a services agreement dated 9/11/2024 which Vendor provides the services necessary to the planning and operation of Berkeley United in Literacy Development (BUILD) for youth participating in afterschool programs at the applicable BACR schools. BUILD provides after school literacy-based tutoring and reading support to students in BACR afterschool programs. The parties acknowledges and agrees that their services agreement with BACR shall govern the applicable services provided including the term of the services agreement between BACR and OUSD. This AGREEMENT shall set out additional obligations between VENDOR and OUSD including but not limited to the insurance obligations. In the event of a conflict between this agreement and the agreement between vendor and BACR, the terms of this agreement shall govern"

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: **9/16/2024** _____

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: **July 31, 2025** _____

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12. 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: UC Berkeley Public Service Center _____
Address: 2465 Bancroft Way, Suite 218 _____
City, ST Zip: Berkeley, CA 94720-4500 _____
Phone: 510-642-3916 _____
Email: buildliteracy@berkeley.edu _____
16. 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.
17. 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 (in-person or virtual).
19. 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.
 - No, the SERVICES would not be able to continue.



UC BERKELEY PUBLIC SERVICE CENTER
2465 BANCROFT WAY SUITE 218
BERKELEY, CA 94720-4500

Phone: (510) 642-3916
<http://publicservice.berkeley.edu>
publicservice@berkeley.edu

UC Berkeley Public Service Center Statement of Qualifications

As one of the top ranked public universities in the world, UC Berkeley is extremely well positioned to facilitate and support meaningful community engagement opportunities for students. Public service is core to the university's mission to provide excellence in teaching, research, and service. Community engagement has been instrumental to the student experience at UC Berkeley since its founding as the state's first land grant institution. This commitment was revitalized with student activism in the late 1960s. While most are familiar with the resulting Free Speech Movement, student activism also led to the creation of a community partnerships office. That office evolved and grew into today's **Public Service Center (PSC)**. The PSC supports students in engaging in meaningful community service to support positive social change while exposing them to learning opportunities.

The Public Service Center manages the following programs that connect students to community service:

- **Berkeley United in Literacy Development (BUILD)** is one of the largest reading programs in the East Bay, with 215 UC Berkeley student mentors providing one-to-one literacy support to 850 youth at 20 locations in Oakland and Berkeley. Each mentor is matched with 3 children with whom they work individually in 30-35 minute after-school sessions twice a week. Mentors work with the same children for at least one semester, and sometimes for years. In addition, all mentors attend an orientation, 3 trainings per semester, and weekly meetings with their mentor team. BUILD runs in fall, spring, and summer.
- **College Corps** is a statewide partnership with [California Volunteers](#) to create debt-free pathways to college while mobilizing thousands of college students to tackle pressing community issues. At UC Berkeley, approximately 100 undergraduates are serving with community partners supporting food and climate justice, K-12 education, and behavioral

health & wellness efforts.

- **The Public Service Internship (PSI)** program connects students with Bay Area social justice issues through internships that focus on policy, community organizing, or direct service. Students intern for 8-10 hours a week for the academic year and enroll in a field studies course for units. Student interns also meet as a cohort throughout the year to build leadership and professional skills and explore social change strategies.
- **The Peter E. Haas Public Service Leaders Program** provides need-based scholarships to undergraduate student leaders who have demonstrated a significant commitment to off-campus service activities. Students are eligible for awards up to \$7,000 for the academic year, based on a combination of financial need and impact of project/service. The program engages students in a year-long training and support system to ensure their personal success in their service, including monthly trainings, reflective dialogues, and regular coaching/advising sessions with professional staff.



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**Agency Letter: UC Regents, on behalf of its UC Berkeley Public Service Center's
BUILD & College Corps Programs**

September 24, 2024

To Whom It May Concern,

All UC Berkeley students who are placed in OUSD partnerships through BUILD and/or College Corps will be TB tested, with results kept on file by the Public Service Center. Students will also be fingerprinted via the following protocols:

- **BUILD Mentors:** as BUILD's direct contract is with Bay Area Community Resources (BACR), the Lead Agency running afterschool programs at our partner schools of Sankofa United, Emerson, and Martin Luther King Jr Elementary Schools, all mentors will be fingerprinted directly by BACR with results kept on file and accessible to BACR staff. Work Study mentors are additionally fingerprinted by UC Berkeley as part of their onboarding. ATI numbers and results are available from BACR.
- **College Corps Fellows:** All College Corps Fellows undergo a background check and are fingerprinted with clearance through the FBI as part of their AmeriCorps onboarding. The Public Service Center stores results and can confirm clearance results upon request. All OUSD Fellows undergo additional fingerprinting through OUSD's via Be A Mentor following [this process](#) with results available through Be A Mentor.

TB test dates can be confirmed via the Public Service Center. We may be contacted at publicservice@berkeley.edu or (510) 642-3916. For direct program contacts, please email: BuildLiteracy@berkeley.edu for BUILD and collegecorps@berkeley.edu for College Corps.

Sincerely,

A handwritten signature in black ink, appearing to read "Carrie Donovan", with a long horizontal line extending to the right.

Carrie Donovan
Director of Strategic Initiatives

NO: 2425 - 049 GL

This certificate is issued to:

UNIVERSITY OF CALIFORNIA
OFFICE OF RISK SERVICES
2111 BANCROFT WAY MC1120
BERKELEY, CA 94720-1120
(510) 642-5141

OAKLAND UNIFIED SCHOOL DISTRICT
1011 UNION STREET
OAKLAND, CA 94607

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
I. GENERAL LIABILITY:	
Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Other	
General Aggregate (Bodily Injury and Property Damage)	\$2,000,000
II. AUTOMOBILE LIABILITY:	
Vehicles Owned, Non-Owned or Hired (each occurrence)	
III. SPECIAL TERMS AND CONDITIONS:	
<p>1. OAKLAND UNIFIED SCHOOL DISTRICT, its officers, agents, and employees are hereby named as additional insureds, but only in connection with the No Cost Services Agreement between the University of California, Berkeley's Public Service Center and OAKLAND UNIFIED SCHOOL DISTRICT to provide after school program services to OUSD and any necessary incidental purposes September 16, 2024 through July 31, 2025.</p> <p>This provision shall apply to claims, costs, injuries, or damages but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of The Regents of the University of California, its officers, agents, or employees.</p> <p>2. The insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Services, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.</p> <p>3. The insurance evidenced on the attached Certificate of Insurance shall be primary insurance and not excess over or contributory with any other valid, existing or new applicable insurance in force for or on behalf of OAKLAND UNIFIED SCHOOL DISTRICT.</p>	

Should any of the above described programs of self-insurance be materially modified or cancelled before the expiration date shown below, the Regents of the University of California will give advance written notice to the named certificate holder.

DATE ISSUED: 9/24/2024

CERTIFICATE EXPIRES: 07/31/2025



 AUTHORIZED SIGNATURE
 ENTERPRISE RISK ANALYST