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Enactment Date	

Board Cover Memorandum

To Board of Education

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

Meeting Date May 14, 2025

Subject Amendment No. 1 to Services Agreement 2024-2025 – No Cost
The Regents of the University of California ("University")

Ask of the Board Approve Amendment
X Ratify Amendment

Description of the Changes
(What are the changes? Why are they needed?)

On September 1, 2024, the District entered into a No Cost Services Agreement with the Regents of the University of California, on behalf of the Public Service Center's College Corps Program at the Berkely Campus for the placement and supervision of in the District of University's College Corps Fellows in volunteer projects and responsibilities and arrangement of appropriate guidance and supervision of Fellows for approximately 6-10 hours each week, for a total of 360 hours, at no cost to the District. This amendment seeks to continue services as described in that Agreement and extend the end date of the Agreement from July 1, 2025 to July 1, 2030.

Change to Not-To-Exceed Amount & Funding Source(s), If Any

N/A. This is a no cost services agreement.

Attachment(s)

- Amendment
- Agreement, inclusive of any prior amendments to the Original Agreement Services Agreement



AMENDMENT NO. 1 to
Services Agreement 2024-2025 - No Cost

("Original Agreement")

This Amendment ("AMENDMENT") amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, "AGREEMENT"). Except as explicitly stated herein, all provisions and terms of the AGREEMENT remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein.

A. Services.

- ☒ The SERVICES are unchanged.
- ☐ The SERVICES have changed as indicated below:
 - ☐ A description of the changes in the SERVICES is attached.
 - ☐ The changes in the SERVICES involve the following:

B. Term.

- ☐ The term of the AGREEMENT is unchanged.
- ☒ The term of the AGREEMENT has changed as indicated below:
Original End Date: 07/31/2025
New End Date: 07/31/2030

C. Compensation.

- ☒ The not-to-exceed amount in the AGREEMENT is unchanged
- ☐ The not-to-exceed amount in the AGREEMENT has changed as indicated below:

Original not-to-exceed amount is \$_____.

The original not-to-exceed amount

shall be increased by:

\$_____

The original not-to-exceed amount

OR shall be decreased by:

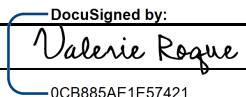
\$_____

The new not-to-exceed amount is \$_____.


- D. **Insurance.** Shall remain as stated in the agreement signed between OUSD and UCB on **October 24, 2024 in Section 15.a.** General Liability insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and a general aggregate of two million dollars (\$2,000,000). Fellows participating in the College Corps program in the performance of this MOU are covered under Public Service Center's General Liability insurance policy.
 - E. **Suspension.** Shall remain as stated in the agreement signed between OUSD and UCB on **October 24, 2024 in Section 10.e.** If OUSD, at its sole discretion, develops health and safety concerns related to the University's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to University to suspend the Agreement, in which case University shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate University for Services satisfactorily provided through the date of suspension.
 - F. **Legal Notices.** Shall remain as stated in the agreement signed between OUSD and UCB on **October 24, 2024 in Exhibit A, Section 11.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address as stated in the agreement.
- 2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
 - 3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
 - 4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

VENDOR

Name: Valerie Roque
Signature: 
DocuSigned by:
OCB885AE1E57421...
Position: Senior Purchasing & Business Contracts Officer
Date: March 27, 2025

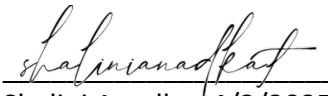
OUSD

Name: Andrea Bustamante
Signature: 
Position: Executive Director, Community Schools & Student Services
Date: 4/4/2025

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

Name: Kyla Johnson-Trammell
Signature: _____
Position: Superintendent and Secretary, Board of Education
Date: _____

Template approved as to form by OUSD Legal Department.


Shalini Anadkat 4/2/2025

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Introduction Date	10/23/24
Enactment Number	24-1944
Enactment Date	10/23/2024 er



**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, 2024

Subject Services Agreement 2024-2025 – No Cost – The Regents of the University of California on behalf of the Public Service Center’s College Corps Program at the Berkeley Campus – Community School and Student Services Department

Ask of the Board

☐ Approve Services Agreement
☒ Ratify Services Agreement

Description of Services & Background

The Regents of the University of California is providing high quality applied service-learning experiences for its College Corps Fellows. The Primary Contact shall work with OUSD staff to develop volunteer projects and responsibilities and arrange for appropriate guidance and supervision of Fellows. It is anticipated that Fellows will be on-site at OUSD sites for approximately 6-10 hours each week, for a total of 450 hours.

Term

Start Date: September 1, 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 College Corps members to support program goals of supporting food and climate justice, K-12 education, and behavioral health & wellness efforts.

**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.

SERVICES AGREEMENT 2024-2025 - NO COST

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

The PARTIES hereby agree as follows:

1. **Term.**
 - a. This Agreement shall start on the below date ("Start Date"): September 1, 2024.
If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.
 - b. The Agreement shall terminate the below date ("End Date"): July 31, 2025.
If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.
2. **Services.** The University is providing high quality applied service learning experiences for its College Corps Youth Equity Fellows ("Fellows") at OUSD facilities under this Agreement (the "Services"). Exhibit A, attached hereto and incorporated herein by reference, outlines OUSD's responsibilities in Section 1, University's responsibilities in Section 2, and the Parties' joint responsibilities in Section 3.
3. **Alignment.** University agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
4. **Inspection and Approval. [Reserved]**
5. **Data and Information Requests.** University shall timely provide

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

6. **Confidentiality and Data Privacy.**

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

of this Agreement.

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

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

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

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

OUSD

Name: Jenine Lindsay
Site/Dept: Office of General Counsel
Address: 1011 Union Street, Site 946
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

University

Name: Sandra Bass
Title: Senior Associate Dean and Executive Director
Address: 120 Haviland Hall, MC 7400
City, ST Zip: Berkeley, CA 94720-7400
Phone: 510-643-7016
Email: dberrick@berkeley.edu

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

12. **Status.**

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

13. **Qualifications and Training.**

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

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

15. **Insurance.**

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

- a. General Liability insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and a general aggregate of two million dollars (\$2,000,000). Fellows participating in the College Corps program in the performance of this MOU are covered under Public Service Center's General Liability insurance policy.
- b. Workers' Compensation insurance as required by applicable law.
- c. Sexual Misconduct (also known as Abuse and Molestation) liability insurance with minimum limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.

16. **Testing and Screening.**

- a. University is required to screen employees who will be working at OUSD sites for more than six hours. University agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, University agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, University shall obtain an x-ray of the lungs. University, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all University employees, volunteers, and agents providing the Services, University shall ensure completion of fingerprinting and criminal background investigation. To the best of its knowledge, University confirms that no employee, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1.

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

University shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUUSDPartner>) fingerprinting and subsequent arrest notification services.

University agrees to immediately remove or cause the removal of any employee, representative, agent, or person under

University's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide University with a basis or explanation for the removal request.

17. **Incident/Accident/Mandated Reporting.**

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

18. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, University declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

Consistent with the requirements of Paragraph 17 (Incident/Accident/Mandated Reporting), University agrees to notify OUSD, via email pursuant to Paragraph 11 (Legal Notices), within twelve (12) hours if University or any employee, agent, or representative of University (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and

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

In addition, OUSD shall not discriminate in the selection, acceptance, or treatment of participating Fellows pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, gender

identity, disability, age, protected veteran status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status; or citizenship, as prohibited by law or UC Berkeley policy.

21. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, vendors, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
22. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
23. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **Conflict of Interest.**
 - a. University shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest applicable to a state educational institution. University shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. University affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between University's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - c. Through its execution of this Agreement, University acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event University receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, University agrees

it shall notify OUSD in writing.

25. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, University certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
26. **Limitation of OUSD Liability.** Neither party shall have any financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall either party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement.
27. **Indemnification.**
- a. OUSD shall defend, indemnify and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of OUSD, its officers, employees, and agents.
 - b. University shall defend, indemnify and hold OUSD, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, and agents.
28. **Audit. [Reserved]**

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

Captions and Interpretations. Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.

34. **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.

35. **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.
36. **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.
37. **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.
- Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. University agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
- b. Notwithstanding Paragraph 10, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to

ratify it. Upon termination, University shall provide OUSD with all materials produced, maintained, or collected by University pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

38. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to University absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

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

VENDOR

Name: Vanessa Ringgold

Signature: _____

DocuSigned by:

Vanessa Ringgold

555AB35378284C6...

Position: Senior Business Contracts Officer

Date: September 16, 2024

OUSD

Name: Andrea Bustamante

Signature: _____

DocuSigned by:

Andrea Bustamante

806EC2B9F1FE4AB...

Position: Executive Director, Community Schools & Student Services

Date: 9/26/2024

☐ Board President (for approvals)

☒ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell

Signature: _____

Kyla Johnson-Trammell

Position: Superintendent

Date: 10/24/2024

Template approved as to form by OUSD Legal Department.

Shalini Anadkat: _____

Shalini Anadkat

Date: 9/10/2024

EXHIBIT A

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement. Unless otherwise stated herein, the information in Exhibit A is typically provided by VENDOR.)

VENDOR: The Regents of the University of California (“**University**”) on behalf of the Public Service Center’s College Corps Program at the Berkeley campus (“**College Corps/PSC**”)

1. **Services.** Describe the SERVICES VENDOR will provide:

- A. OUSD shall appoint a Primary Contact for communication with the College Corps/PSC.
Note: If the Primary Contact is not supervising all Fellows onsite, he/she may be expected to forward information and requests.

Community Partner Primary Contact Info:

Full Name	Michelle Oppen, The Center Brian McGhee, McClymonds High School Irene Kim, Oakland International High School
Email	michelle.oppen@ousd.org brian.mcghee@ousd.org irene.kim@ousd.org
Phone Number(s)	

- B. The Primary Contact shall work with OUSD staff to develop volunteer projects and responsibilities and arrange for appropriate guidance and supervision of Fellows.
- C. It is anticipated that Fellows will be on-site at OUSD sites for approximately 6-10 hours each week, for a total 450 hours.

2. **OUSD RESPONSIBILITIES:**

- A. OUSD will, subject to OUSD’s right to interview and approve, accept students for the College Corps Fellows program for a period of service at times and in number to be agreed upon, from time to time in writing, by the respective representatives of the parties.
- B. OUSD will:
- I. Ensure Fellows receive a description of their potential duties at the OUSD site.
 - II. Inform Fellows of selection decisions.
 - III. Provide the Community Engagement Coordinator at College Corps/PSC with the names of selected participants and their assigned projects.

- C. OUSD will provide the Community Engagement Coordinator with site-specific information about onboarding requirements (e.g., TB testing, criminal background checks) and associated site-specific documents.
- D. OUSD will provide safe and adequate facilities and a setting for participating Fellows in accordance with the objectives developed through cooperative planning by College Corps/PSC and OUSD where Fellows may gain experience volunteering in a community setting aligned with the College Corps mission.
- E. OUSD will conduct a preliminary risk assessment and document possible risks to the health or safety of the Fellow ("**Risks**"). OUSF will be responsible for continuing to assess Risks of the physical location and activities performed, and will regularly monitor for such Risks. If Risks are identified, they will be reported to the Fellow and to College Corps/PSC.
- F. OUSD will train volunteers on expected activities and ensure they do not perform activities that are not appropriate for a volunteer.
- G. OUSD shall provide for the orientation and training of participating Fellows as to the philosophies, rules, regulations, and policies of OUSD.
- H. OUSD will be responsible for training on particular rules, regulations, and policies relating to the client population served and duties the Fellow is expected to complete, for example safety training, staff or volunteer protocols, HIPAA, etc.
- I. OUSD will facilitate connections and collaboration between Fellows with OUSD employees, partners, and clients as appropriate and in support of the agreed upon activities within the program.
- J. OUSD will name a full-time staff member who will be responsible for supervising the Fellow(s) in their service activities and ensuring activities are appropriate for volunteers.
- K. OUSD will ensure that one person from the Placement Site attends the annual College Corps Site Supervisor Orientation in mid-August at UC Berkeley.
- L. OUSD will provide direct, regular supervision to selected Fellows.
- M. OUSD will provide and document: completion of AmeriCorps-required Site Orientation with Fellow (which includes a safety training), signed Site Orientation Checklist to the College Corps office, and a completed College Corps Fellow/Site Supervisor Agreement. Submission of paperwork is only required for full-time AmeriCorps Fellows, not part-time/College Corps Fellows.
- N. OUSD will ensure Fellows are making adequate progress toward College Corps community service, community building, and Fellow development objectives.
- O. OUSD will conduct monthly check-ins with Fellows to discuss project progress, clarify project expectations, and receive project guidance as necessary. These meetings should also provide a time and space for Fellows and Site Supervisors to give feedback and express unmet needs.

- P. OUSD will evaluate Fellow service progress at the middle and end of the year, will document these evaluations and forward to the College Corps office by the dates requested.
- Q. OUSD will complete any reports and surveys required by College Corps and/or AmeriCorps.
- R. OUSD will ensure that College Corps Fellows will not engage or participate in any of the following in their official capacity as an AmeriCorps Fellow while under direction of Project Partner:
- I. Attempting to influence legislation;
 - II. Organizing or engaging in protests, petitions, boycotts, or strikes;
 - III. Assisting, promoting, or deterring union organizing;
 - IV. Impairing existing contracts for services or collective bargaining agreements;
 - V. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 - VI. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 - VII. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
 - VIII. Providing a direct benefit to—
 - A business organized for profit;
 - A labor union;
 - A partisan political organization;
 - A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - An organization engaged in the religious activities described in paragraph (g) above, unless AmeriCorps assistance is not used to support those religious activities;
 - IX. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
 - X. Fundraising activities;
 - XI. Providing abortion services or referrals for receipt of such services; and
 - XII. Such other activities as AmeriCorps may prohibit.
- S. OUSD will follow the [Performance Issues/Conflict Protocol](#) shared at orientation. If performance issues persist, the community partner may request College Corps/PSC to withdraw any student from the program whose performance OUSD deems unfit or whose conduct disrupts desirable relationships within the Community Partner. Any such request shall be accompanied by suitable documentation. College Corps/PSC shall respond to such request within 72 hours, and if College Corps/PSC is assured that the request is reasonable and not in violation of any laws or College Corps/PSC policies, College Corps/PSC shall withdraw the student from the Community Partnership Fellows program.

- T. OUSD acknowledges and agrees that the information provided by College Corps/PSC, or others on behalf of College Corps/PSC, that directly relates to any College Corps/PSC student, including, but without limitation, academic information (e.g., coursework, grades, degrees earned, performance in other external rotations); professional information, (e.g., licenses obtained, suspension, revocation); training and/or certifications (e.g, CPR, OSHA/Bloodborne pathogen); health information (e.g., hepatitis, TB testing); health and other insurance information and, the results of any criminal background check and/or drug testing/treatment information, (hereinafter “student information”) is protected by the Family Educational Rights and Privacy Act (FERPA). OUSD represents and certifies that it will (1) protect the confidentiality of all student information; and will not, except with the written consent of the student, (2) use student information for any purpose other than to carry out the purposes of this MOU; or (3) disclose student information except to authorized individuals within its organization who have a legitimate need to know student information in order to carry out the purposes of this MOU.

3. **COLLEGE CORPS/PSC RESPONSIBILITIES:**

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

4. **JOINT RESPONSIBILITIES**

College Corps/PSC and OUSD will share in the supervision of each student, with College Corps/PSC retaining full responsibility for defining the philosophy, objectives, content and format of the service experience.

0. **DISCRIMINATION-PROHIBITION**

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

- **Term.**

B. 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: September 1, 2024

C. 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

- **Compensation.** VENDOR may impose the following costs on families and students: No cost to families and students.

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: Business Contracts and Brand Protection
Address: 1608 4th Street, Suite 228
City, ST Zip: Berkeley, CA 94710
Phone: _____
Email: bcmshelp@berkeley.edu

16. **Insurance.** (Completed by OUSD.) OUSD has waived the following insurance requirements.
- ☐ *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.** (Completed by OUSD.) OUSD has waived the following testing and screening requirements.
- ☐ *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?
- ☐ No, the SERVICES would not be able to continue.
 - ☐ Yes, the SERVICES would be able to continue as described in Paragraph 1 of Exhibit A.
 - ☐ Yes, but the SERVICES would be different than described in Paragraph 1 of Exhibit A as follows:



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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BERKELEY, CA 94720-4500

Phone: (510) 642-3916
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publicservice@berkeley.edu

**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,

Carrie Donovan
Director of Strategic Initiatives



OFFICE OF RISK SERVICES

2111 BANCROFT WAY MC1120
BERKELEY, CALIFORNIA 94720-1120

September 24, 2024

Oakland Unified School District
Attn: Jenine Lindsay
1011 Union Street, Suite 946
Oakland, CA 94607

Sent via email: ousdlegal@ousd.org

RE: Evidence of Self-Insurance

Dear Ms. Lindsay:

This is to confirm that The Regents of the University of California maintains a program of self-insurance for general liability including bodily injury, property damage, and personal injury for at least \$1,000,000 per occurrence and \$2,000,000 aggregate. The Regents of the University of California also maintains a program of self-insurance for sexual abuse and molestation for at least \$1,000,000 per occurrence and \$3,000,000 aggregate and a program of self-insurance for workers' compensation. This coverage applies to claims, costs, injuries, or damages, but only in proportion to and to the extent such claims, costs, injuries or damages are caused by the negligent acts or omissions of The Regents of the University of California, its officers, agents, or employees.

This evidence of self-insurance is issued in connection with the Memorandum of Understanding between the University of California, Berkeley' Public Service Center and Oakland Unified School District to provide high quality applied service learning experiences for its College Corps Youth Equity Fellows at OUSD from September 1, 2024 through July 31, 2026.

Sincerely,

A handwritten signature in black ink, appearing to read "Janice Hing", with a stylized, cursive script.

Janice Hing
Enterprise Risk Analyst