

UNIVERSITY SERVICES AGREEMENT
(Davis Joint Unified School District)

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), on behalf of its UC Davis College of Letters and Science and its History Project (the Facility) and Davis Joint Unified School District (Sponsor).

RECITALS

WHEREAS, The Facility has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, the services of the Facility may be extended to non-University users (including, when permitted by University policy, University students, faculty, and staff requesting such services for their personal use) only when, in the sole judgment of University, such action will serve purposes consistent with University's objectives and will not adversely affect the conduct of University activities; and

WHEREAS, the services requested by Sponsor have been determined to serve purposes consistent with University objectives and their provision to Sponsor not to adversely affect the conduct of University activities; and

WHEREAS, Sponsor has determined that the services in question cannot be adequately performed by other agencies or commercial firms; and

NOW, THEREFORE, University shall furnish the following services to Sponsor.

TERMS AND CONDITIONS

1. Services. The Facility shall provide professional learning programming aligned to the updated History-Social Science (HSS) Curriculum for the Sponsors teachers with a focus on Ethnic Studies, as more fully described in "Exhibit A", attached hereto and incorporated herein. Additional work shall be performed only if authorized in advance by written amendment to this agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this agreement, this agreement shall take precedence.
2. Priority of University work. University work always has priority over work to be performed for non-University users.
3. Term. The term of this agreement shall be from the date of the last signature through 12/30/20.
4. Payment. Fees for services by Facility shall be based upon Facility's most recent approved rates of **\$1000.00/hr.** as more fully described in "Exhibit A". The total cost of services shall not exceed **\$7,500.00.** Facility will provide Sponsor 30 days' written notice of any proposed rate change and an option to amend or terminate the agreement. Sponsor shall pay for services within 30 days of Sponsor's receipt

of University's invoice. Facility reserves the right to suspend performance of services if Sponsor fails to make payment in full within 60 days.

5. Indemnification and Insurance. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
 - 5.1. Evidence of Insurance. Upon University's request, Sponsor shall provide University written evidence of Sponsor's insurance coverage relevant to the presence or activity of Sponsor, its officers, agents, and employees while in, on or about University property. In the event Sponsor's coverage is not acceptable to University, University shall have the right to immediately suspend services. If Sponsor fails to provide acceptable insurance within 10 days after University's written notice, University may terminate this agreement.
 - 5.2. Patent Infringement. Sponsor shall indemnify University, its agents and employees, against all liability (including costs and expenses incurred) for use of any invention or discovery and for the infringement of any Letter Patent (not including liability arising pursuant to U.S. Code section 183, Title 35 (1952) prior to the issuance of Letters Patent) occurring during the performance of this agreement and resulting from Sponsor's request or instruction that the Facility utilize any device, method, or technique not normally utilized by the Facility.
6. Non-Liability of University.
 - 6.1. Consequential Damages. University shall not be liable for any loss of profits, claims against Sponsor by any third party, or consequential damages.
 - 6.2. Delay/Desired Result. University shall incur no liability to Sponsor or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.
 - 6.3. Property Damage. University shall incur no liability to Sponsor or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by Sponsor or delivered to University by Sponsor in connection with this agreement. Sponsor accepts all liability for risk of loss to any and all such property.
 - 6.4. Liability Limitation. University's liability for damages shall not exceed the total of all charges paid by Sponsor.
7. Confidential Information. During the course of this agreement, Sponsor may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, Sponsor shall submit confirmation in writing within five days of such disclosure.

- 7.1. University's Obligation. University shall treat Sponsor's Confidential Information in the same manner as University treats its own similar information. Upon Sponsor's written request, University shall use reasonable means to protect Sponsor's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by Sponsor. Should such protection occur, any related costs shall be borne by Sponsor. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
- 7.2. Exempt Information. Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to Sponsor that Confidential Information is being sought by a third party, to afford Sponsor an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at Sponsor's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon Sponsor's request, University agrees to cease using all Confidential Information and to return it promptly to Sponsor.
- 7.3. Time Limitation. University shall not divulge Sponsor's Confidential Information for a period of three years following termination of this agreement, or earlier if Sponsor makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
- 7.4. Disposition of Confidential Information. Upon completion of services or termination of this agreement, by Sponsor's written request, University shall return any Confidential Information. Absent such request, Facility shall destroy or dispose of it according to its established procedures.
8. Disclaimer of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY SPONSOR FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Shipment of Restricted Materials. In the event that Sponsor will be providing materials to be sampled, assayed, or used by University in providing Services hereunder whose shipment would require authorization or permits from governmental authorities (including return of any such materials to Sponsor following completion of Services or termination of this agreement), application for such authorization or permit shall be solely at Sponsor's initiative, risk, cost, and expense.
10. University's Right to Use Data. University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in

connection with or as a result of performing the services described in Exhibit A. Upon written request, University agrees to submit a copy of any proposed publication to Sponsor and allow Sponsor a 30 day period in which to review each publication for confidentiality purposes and to identify any inadvertent disclosures of Sponsor's Confidential Information. If necessary to permit the preparation and filing of United States patent applications, University may agree, in its sole discretion, to an additional delay period not exceeding 30 days.

11. Use of University's Name. Sponsor shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
12. Termination. University may terminate this agreement at any time by giving Sponsor 30 calendar days' written notice of such action.
13. Notices. Notices shall be directed to the appropriate parties at the following addresses:

- 13.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY
Steven Kobayashi
Business & Revenue Contracts
University of California, Davis
One Shields Avenue
Davis, CA 95616
E-mail: stkobayashi@ucdavis.edu

SPONSOR
Davis Joint Unified School District
Rody Boonchouy, Ed.D.
Assoc. Superintendent
Instructional Services
526 B St., Davis, CA 95616
E-mail: rboonchouy@djusd.net

- 13.2. Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed, or payment for services should be directed to the following addresses:

Stacey Greer
History SS Project
University of California
One Shields Avenue
Davis, CA 95616

Telephone: (530) 752-4286
E-mail: sbgreer@ucdavis.edu

14. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
15. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
16. Governing Law. This agreement shall be construed pursuant to California law.
17. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.

The History Project

18. Severability. If a provision of this agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the agreement or of any portion of the invalidated provision remains legal, valid, or enforceable.
19. Entire Agreement. The terms of Sponsor's addendum or purchase order shall have no effect on the terms and conditions of this agreement. This agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

DAVIS JOINT UNIFIED SCHL DIST THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: 
(authorized signature)

By: _____
Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis Contracting Services

Print name: Amari Watkins

Title: Associate Superintendent
Business Services

Date: 10/29/2020

Date: _____

Exhibit A

Scope of Work Davis Joint Unified School District History-Social Science Professional Learning



2020-2021 Academic Year

Background: Davis Joint Unified School District (DJUSD) seeks professional learning to develop teachers' understanding of the academic disciplines of and within Ethnic Studies as they prepare to design an Ethnic Studies program for the district.

Services

To meet the needs of DJUSD teachers and their students, the History Project at UC Davis (HP) proposes the following professional learning program and its components:

Ethnic Studies Scholar Webinar Series

- Each session will feature a scholar will give a presentation and/or lead an interactive seminar with a discussion of a key Ethnic Studies concept, theory, pedagogical strategy, primary resources, and/or case study for teachers to consider
- Each session will also feature an experienced Ethnic Studies teacher leader to help facilitate the conversation and provide examples from their own classroom
- Teachers will be guided to reflect upon and consider how to apply these experiences into their teaching practice
- Session Topics: An Overview of Ethnic Studies, Native American Studies, African American Studies, Chicanx/Latinx Studies, and Asian American and Pacific Islander Studies

Project Period

November 2020 through December 2020

Schedule/hours

There will be five webinars, 1.5 hours each after school, for a total of 7.5 hours

Logistics

This virtual event may either be hosted by DJUSD's digital platform or by the History Project at UC Davis' Zoom account, which will include the login and password, break out rooms, and co-hosting for DJUSD representatives. Recordings and chat will be provided for use by the school district. The History Project will also provide access to all digital materials for use by DJUSD teachers and administrators. DJUSD agrees to not share materials for use beyond the district without explicit, advanced permission of the History Project at UC Davis.

DJUSD will be responsible for recruitment and providing the History Project at UC Davis with a roster with names, email addresses and schools for all attendees within 30 days of the program or will permit a system for the History Project to collect registration data.

Cost

\$7,500 (7.5 hours @ \$1000 / hour).

Questions?

Program Content: Stacey Greer, Director: sbgreer@ucdavis.edu, 916-719-0961

Contract or Accounting: Rosemary Renteria, Account Manager: rmrenteria@ucdavis.edu

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