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Enactment Number	15-0148
Enactment Date	1/28/15 <i>et</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Devin Dillon, Chief Academic Officer
 Caleb Cheung, Manager Science
Board Meeting Date **January 28, 2015**
Subject **Agreement- University of California**

Action Requested Approval by the Board of Education of the Agreement between The Regents of The University of California, a California corporation, acting on behalf of its Lawrence Hall of Science ("University"), and the Oakland Unified School District for professional development, at no cost to the District.

Background University is a participant in BaySci: The Partnership for Bay Area Science Education project funded by the S.D. Bechtel, Jr. Foundation. BaySci is a coordinated effort by science education leaders, Science-rich Educational Institutions (SREIs), teachers, schools, and districts to systematically enhance the quantity and quality of science teaching in Bay Area elementary schools. The University has provided BaySci professional development to the District since 2009. University wishes to continue to provide professional development to the District, and the District wishes to continue to receive such professional development.

Discussion The University will provide science-based professional development opportunities and will provide stipends for teachers to participate in professional development opportunities on non-District workdays. The District agrees to fully participate in the professional development and program evaluation.

Recommendation Approval by the Board of Education of the Agreement between the Regents of California and the District for the term July 1, 2014 through June 30, 2015, for professional development at no cost to the District.

Fiscal Impact None

Attachments Agreement between The Regents of The University of California and the District.

**AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND
THE OAKLAND UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into effective the 1st day of July, 2014, by and between The Regents of The University of California, a California corporation, acting on behalf of its Lawrence Hall of Science (“University”), and the Oakland Unified School District, having a principal place of business at 1000 Broadway, Suite 680, Oakland, CA 94607 (hereinafter “District”).

University is a participant in BaySci: The Partnership for Bay Area Science Education project (hereinafter “BaySci”), funded by the S.D. Bechtel, Jr. Foundation. BaySci is a coordinated effort by science education leaders, Science-rich Educational Institutions (SREIs), teachers, schools, and districts to systematically enhance the quantity and quality of science teaching in Bay Area elementary schools. University has provided BaySci professional development to the District since 2009. University wishes to continue to provide professional development to the District, and the District wishes to continue to receive such professional development.

Now, therefore, the parties by their mutual promises contained herein agree to the following.

1. Scope of Work.

- A. University will provide the teacher professional development opportunities outlined in Exhibit A and will provide stipends for teachers to participate in these professional development opportunities on non-District workdays or refund the District for substitute teachers on District workdays at the rate of \$150 per teacher for full-day workshops and \$75 per teacher for half-day workshops. It is estimated that the following workshops will occur on the following days:

Teacher Leadership Academy (full days):

July 28, 2014 through August 1, 2014

District Teacher Leadership Academy (full day follow ups):

Oct 28, 2014

Jan 29, 2015

May 7, 2015

Leadership Seminars (full days):

Oct 10, 2014

Feb 5, 2015

April 30, 2015

Master Group Seminars (full days):

Nov 4, 2014

Feb 26, 2015

Apr 23, 2015

- B. District will participate as described below and in Exhibit A. District will invoice University twice during the Term of this Agreement, once in December 2014 and once at the end of the school year in June 2015.

Oakland Unified School District agrees to full participation in the BaySci Program for the year 2014 through 2015 and commits to the following work scope:

- i. Recruitment and full participation in programmatic activities
 - a. Superintendent, Associate/Assistant Superintendent, Curriculum Director, Educational Services Coordinator/Science Coordinator, principals, and teacher leaders to attend the **Leadership Seminars**.
 - b. Minimum of 5 teachers per year for the **District Teacher Leadership Academy**.
 - c. Participation in **Planning Meetings**: Superintendent, Associate/Assistant Superintendent, and Science Coordinator

- ii. Participation in **project evaluation** conducted by Inverness Research, Inc. and SRI International. OUSD agrees to full cooperation in the periodic gathering of the evaluation elements:
 - a. Collection of data from districts (e.g., state test scores, teacher & student demographics, and teacher professional background information, professional development offerings), provided that OUSD will adhere to all applicable federal, state and local laws and regulations pertaining to the security, confidentiality, and privacy of data in OUSD's collection, storage, disclosure or disposition of data in connection with this Agreement, including, but not limited to, the Family Educational Rights and Privacy Act, the California Information Practices Act, and the Privacy Act of 1974, as amended.
 - b. Site visits to OUSD school-sites and observation of classroom activities and instruction
 - c. Observation of selected BaySci professional development offerings
 - d. Interviews with teachers and administrators

The BaySci District Network Program scope of work is intended to cover the school year beginning July 1, 2014. For press announcement purposes the following standard language should be used when making attribution concerning funding: "BaySci: A Partnership for Bay Area Science Education is funded by the S.D. Bechtel, Jr. Foundation and the Gordon and Betty Moore Foundation."

2. **Term.** This agreement shall commence July 1, 2014 and shall extend through June 30, 2015 unless sooner terminated or extended as elsewhere provided herein.

3. **Notice.**

University's representative for all contractual matters shall be:

Business Contracts and Brand Protection

2150 Kittredge St, Ste 502

Berkeley, CA 94720-1928

Email: bcbp@berkeley.edu

University's representatives for all program matters shall be:

Programmatic/Project:

Vanessa Lujan

BaySci Director

P: 510-643-0311

Email: vlujan@berkeley.edu

Susan Gregory

Deputy Director

P: 510-642-2829

contracts@berkeley.edu

Address:

Lawrence Hall of Science

One Centennial Drive

Berkeley, CA 94720-5200

District's representatives for all purposes shall be:

Programmatic/Project:

Caleb Cheung, Science Manager

Oakland Unified School District

Leadership, Curriculum and Instruction

Science Department

4551 Steele Street (Tilden)

Oakland, CA 94619

P: 510-336-7613

caleb.cheung@ousd.k12.ca.us

Business:

Antwan Wilson, Superintendent

Oakland Unified School District

1000 Broadway Ste 680

Oakland, CA 94607

P: 510- 879-8200

antwan.wilson@ousd.k12.ca.us

Notice pursuant to this Agreement shall be in writing to the above addresses or to such other address that either party may later designate in writing to the other. Notice shall be effective on the date sent by fax or e-mail or delivered personally, or three days after the date of deposit with the U.S. Postal Service, certified mail, return receipt requested.

4. Trademarks.

A. Each party's name and trademarks may not be used by the other party without the prior written approval of the owner. Each party will not use the other's name in any

advertisement, press release, or publicity without prior written approval of an authorized representative of the other party.

- B. Specifically, District will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks of the University, in any commercial context, such as may appear on products, in media (including web sites) and print advertisements in cases when such use may imply an endorsement or sponsorship of District, its products or services. All uses of the University's name, trademarks and logos must first receive prior written consent of the University through its Office of Marketing and Business Outreach. This policy is in compliance with the State of California Education Code Section 92000.
- C. Notwithstanding the above, District is hereby authorized to reproduce and distribute in print material and on the web the name, "Lawrence Hall of Science," and the Lawrence Hall of Science logo, solely to designate the location or origin of goods or services under this Agreement.

5. Indemnification. Each party will defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of its performance under 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, or employees.

6. Insurance.

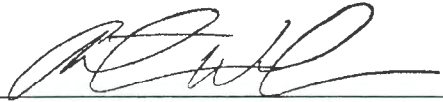
- A. District, at its sole cost and expense, will insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:
 - i. Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:
 - a. Each Occurrence \$1,000,000
 - b. Products/Completed Operations Aggregate \$2,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. General Aggregate \$2,000,000

If the above insurance is written on a claims-made form, it will continue for three (3) years following termination of this Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- ii. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of District and University against other insurable risks relating to performance.

Oakland Unified School District

The Regents of the University of California

By: 

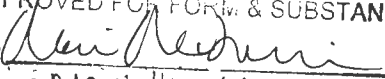
By: 

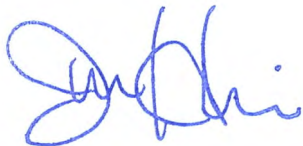
Name: Antwan Wilson
Title: Superintendent

Name: Maria K. Rubinshteyn
Title: Director, Business Contracts and Brand Protection

Date: 1/29/15

Date: 10.1.14

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Marion New Williams Attorney at Law
Assistant General Counsel



James Harris
President, Board of Education

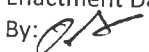
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EXHIBIT A

SCOPE OF WORK

The BaySci program supports regional connections among Science-Rich Educational Institutions (SREIs), districts, teachers, and individual leaders who can support the improvement of and advocate for elementary science education in the Bay Area. This program will draw from the long-standing resources and expertise of the Lawrence Hall of Science to provide strategic support in science for leaders and teachers in these districts for improving elementary science.

The Lawrence Hall of Science commits to provide the following district capacity-building and professional development opportunities in year 2014-2015:

BaySci provides a strategic combination of cross-district learning through leadership seminars and teacher leader professional development, along with in-district implementation through leadership team development, facilitated planning and targeted technical assistance.

3 Full Day Leadership Seminars: A major goal of the leadership seminars is to develop a collaborative learning community of science education leaders focused on long-range planning for elementary science, critical elements for an effective science program, and thinking about supporting science instruction in concrete ways.

3 Planning Meetings (1.5 hours each): BaySci staff meets with district top leadership at the district site to address topics related to milestones, needs, and challenges of a district's elementary science reform effort.

Master Group Seminars: As part of the BaySci professional learning continuum, experienced BaySci teacher leaders within the BaySci District Network have the opportunity to extend and advance their own professional learning and practice, and to acquire new skills for supporting one's district, school, and students.

District Teacher Leadership Academy: District teachers attend this summer institute and follow-up sessions to support their development as teacher leaders and explore strategic integration of science and literacy instruction. Teachers network with like-minded BaySci teachers from partner districts to share strategies, grow one's classroom practice and build one's leadership for science.

Technical Assistance: Combined with a district's plan for supporting science instruction, BaySci staff respond to individual district needs through consultation and customized support for these plans, including planning for district-wide professional development initiatives.

The BaySci Project will provide stipends for participating teachers at a rate of up to \$150 per day (\$75 per half day). The District may request that stipends be paid directly to the district for substitute teacher release time when a workshop occurs during a teacher work day. District administrators do not receive stipends.