

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Superintendent of Schools

October 10, 2012

Legislative File	
ID Number:	12-2541
Introduction Date:	10/10/12
Enactment Number:	12-2509
Enactment Date:	10/10/12
By:	O.S.

TO: Board of Education

FROM: Anthony Smith, Ph.D., Superintendent
Vernon Hal, Deputy Superintendent, Business and Operations *VH*
Brigitte Marshall, Associate Superintendent, Human Resources Services and Support *BM*

SUBJECT: Agreement with the Regents of the University of California, Physical Sciences Dean's Office for the On-Loan Services of Katherine Noonan

ACTION REQUESTED

Approval by the Board of Education of an agreement with the Regents of the University of California, Physical Sciences Dean's Office, for the teacher on-loan services of Katherine Noonan on a sixty percent (60%) basis for the period of August 22, 2012 through June 14, 2013.

DISCUSSION

Katherine Noonan will work sixty percent (60%) of her time conducting research with the Institute of Personality and Social Research at the University of California, Berkeley. Ms. Noonan will help develop secondary science curricula and conduct and participate in local professional development. Ms. Noonan will spend the other forty percent (40%) of her time at her regular teaching assignment at Oakland High School teaching Life Science.

FISCAL IMPACT

The University of California, Physical Sciences Dean's Office, will reimburse the District for the full salary and driven benefits of Ms. Noonan.

RECOMMENDATION

Approval by the Board of Education of an agreement with the Regents of the University of California, Physical Sciences Dean's Office, for the teacher on-loan services of Katherine Noonan on a sixty percent (60%) basis for the period of August 22, 2012 through June 14, 2013.

Legislative File	
File ID Number:	12-2541
Introduction Date:	10/10/12
Enactment Number:	12-2569
Enactment Date:	10/10/12
By:	<i>e.s.</i>

RELEASE AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

and

OAKLAND UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is entered by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of its PHYSICAL SCIENCES DEAN'S OFFICE ("University") and the OAKLAND UNIFIED SCHOOL DISTRICT ("District").

1. District hereby agrees to release Katherine Noonan to work for the Math for America, Berkeley, program on a 60% basis for University for the period of August 22, 2012 to June 14, 2013. The work is described in the attached statement.
2. Katherine Noonan will continue to have her full salary and benefits disbursed by District, but University will reimburse District for such salary and benefits as paid to Oakland Unified School District for services performed for University from August 1, 2012 to July 31, 2013. University shall not be liable to reimburse District for costs in excess of \$59,298.38 unless and until this Agreement is amended to increase that maximum amount.
3. District may submit numbered invoices to University at the end of each quarter for Katherine Noonan's services during that period. University shall make payment to District promptly upon receipt of each invoice. Invoices must reference the University's Purchase Order, and shall be mailed to the following address:

Math for America, Berkeley
Attn: Matt Wallace, MfA Director
University of California, Berkeley
367 Evans Hall MC 3860
Berkeley, CA 94720-3860
4. Any duties assigned and/or expected of Katherine Noonan beyond those which constitute her contract time with District shall be time outside of assigned District working hours and shall not constitute any cost to District.
5. This Agreement may be terminated by University if, for any reason, Katherine Noonan should become unable to serve on University's projects or if sufficient funds are not available to continue the projects on which Katherine Noonan is employed. In the event of such termination, University shall reimburse the District for the share of Katherine Noonan's salary and benefits earned by her through the date of termination.
6. All data collected or developed and all copyrightable works created by Katherine Noonan in the course of providing services to University as described under this Agreement, and all

it is expressly understood that the work shall be deemed specially ordered by University and shall be deemed to be a work made for hire under the U.S. copyright laws. In the event that the work is determined by a court of competent jurisdiction not to be a work made for hire under the U.S. copyright laws, this agreement shall operate as an irrevocable assignment to University of the copyright and ownership of the work or data.

- 7. District represents that it has appropriate policies and procedures or agreements with Katherine Noonan sufficient to enable it to comply with all of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the day and year first above written.

OAKLAND UNIFIED SCHOOL DISTRICT
("District")

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA ("University")

By: Jody London
Jody London
President
Board of Education
Oakland Unified School District

By: William J. Brauer
William J. Brauer
Senior Business Contracts Officer
University of California
Berkeley, CA 94720-5620

Date: _____

Date: 8-10-12

By: Edgar Rakestraw, Jr.
Edgar Rakestraw, Jr.
Secretary, Board of Education
Oakland Unified School District

Date: _____

ACKNOWLEDGED AND AGREED:

By: [Signature]
OUSD teacher/employee

Date: 9/10/12

Legislative File	
File ID Number:	12-2541
Introduction Date:	10/10/12
Enactment Number:	12-2549
Enactment Date:	10/10/12
By:	[Signature]

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: [Signature]
Attorney at Law

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do.

STATEMENT OF WORK
Katherine Noonan

(August 1, 2012 through July 31, 2013)

Katherine Noonan will work sixty percent (60%) of her time conducting research with the Institute of Personality and Social Research at the University of California, Berkeley, under the aegis of Principal Investigator Frank Sulloway. Ms. Noonan will help develop secondary science curricula, and conduct and participate in local professional development. Ms. Noonan will spend forty percent (40%) of her time teaching in her regular position in Oakland Unified School District.