

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Superintendent of Schools

February 27, 2013

Legislative File	
File ID Number:	13-0292
Introduction Date:	2/27/13
Enactment Number:	13-0416
Enactment Date:	2-27-13
By:	U

TO: Board of Education

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

SUBJECT: Agreement with the Regents of the University of California , Lawrence Hall of Science,
for the On-Loan Services of Sara Rusche

ACTION REQUESTED

Approval by the Board of Education of the agreement with the Regents of the University of California, Lawrence Hall of Science for the teacher on-loan services of Sara Rusche on a fifty-percent (50%) basis for the period of July 1, 2012 through June 30, 2013.

DISCUSSION

Ms. Rusche will work for the Lawrence Hall of Science's Bay Area Science Project (BASP) on a fifty percent (50%) basis in collaborative support of it's Approach to Learning: Bridging Language And Science Teaching (CAL: BLAST) program by overseeing the management, administration and success of all the District components of the project as outlined in the Statement of Work.

Ms. Rusche will remain fifty percent (50%) in her Teacher Intervention position in LCI.

BUDGET IMPACT

The Regents of the University of California, Lawrence Hall of Science will reimburse the District for fifty percent (50%) of the full salary and driven benefits of Ms. Rusche.

RECOMMENDATION

Approval by the Board of Education of the agreement with the Regents of the University of California, Lawrence Hall of Science for the teacher on-loan services of Sara Rusche on a fifty-percent (50%) basis for the period of July 1, 2012 through June 30, 2013.

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RELEASE AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

and

OAKLAND UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is entered into July 1, 2012 ("Effective Date") by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of its LAWRENCE HALL OF SCIENCE ("University") and the OAKLAND UNIFIED SCHOOL DISTRICT ("District").

1. District hereby agrees to release Sara Rusche to work for the Lawrence Hall of Science's Bay Area Science Project (BASP) on a fifty percent (50%) basis for University for the period of July 1, 2012 to June 30, 2013. The work is described in the attached statement.
2. Sara Rusche 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 Sara Rusche for services performed for University from July 1, 2012 to June 30, 2013. University shall not be liable to reimburse District for costs in excess of \$39,540.58 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 Sara Rusche'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:

Laura Scudder
 Business Office
 Lawrence Hall of Science
 University of California
 Berkeley, CA 94720-5200


4. Any duties assigned and/or expected of Sara Rusche 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, Sara Rusche should become unable to serve on University's projects or if sufficient funds are not available to continue the projects on which Sara Rusche is employed. In the event of such termination, University shall reimburse the District for the share of Sara Rusche's salary and benefits earned by her through the date of termination.

6. All data collected or developed and all copyrightable works created by personnel in the course of providing services to University as described under this Agreement, and all right, title and interest therein, shall vest in University. In order to effectuate the foregoing, 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.

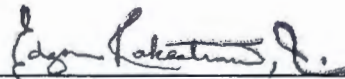
7. District represents that it has appropriate policies and procedures or agreements with Sara Rusche sufficient to enable it to comply with all of the terms of this Agreement.

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

OAKLAND UNIFIED SCHOOL DISTRICT
("District")

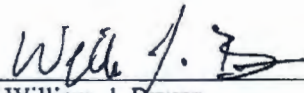
By: 
David Kakishiba, President
Board of Education

Date: 2/28/13

By: 
Edgar Rakestraw, Jr., Secretary
Board of Education

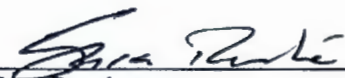
Date: 2/28/13

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

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

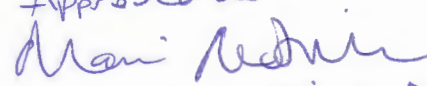
Date: 1-29-13

ACKNOWLEDGED AND AGREED:

By: 
Sara Rusche
5392 Miles Ave. #3
Oakland, CA 94618

Date: 1-29-13

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Approved as to form:

Marion McWilliams, Dep. General Counsel
OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
1025 - 2nd AVENUE - ROOM 406
OAKLAND, CA 94606

STATEMENT OF WORK
Sara Rusche

(July 1, 2012 to June 30, 2013)

Sara Rusche will support Bay Area Science Project's collaborative Approach to Learning: Bridging Language and Science Teaching (or CAL: BLAST) program by overseeing the management, administration and success of all the district components of the project as outlined below:

- Attend planning meetings
- Attend Summer Institute
- Attend and present at Saturday Follow-up days
- Recruit school, principal and teacher participants
- Write reports as needed
- Organize all district and teacher participant logistics
- Coordinate teacher participation information
- Secure school and rooms for program events
- Lead teacher meetings
- Coach teacher participants
- Distribute and collect all evaluation data needed for project
- Communicate and update project director regularly
- Meet with Project Director
- Direct all communication needed to principal and teacher participants
- Create and manage database to keep track of all teacher information and teacher accomplishments during the project
- Manage and distribute materials needed for the project