

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Superintendent of Schools

October 26, 2011

Legislative File	
ID Number:	11-2732
Introduction Date:	10/17/11
Enactment Number:	11-2313
Enactment Date:	10-26-11
By:	AS

TO: Board of Education

FROM: Anthony Smith, Ph.D., Superintendent
Brigitte Marshall, Associate Superintendent, Human Resources Services and Support

SUBJECT: Agreement with the Regents of the University of California, Lawrence Hall of Science for the On-Loan Services of Diana Barba-Velez

ACTION REQUESTED

Approval by the Board of Education of an agreement with the Regents of the University of California, Lawrence Hall of Science for the teacher on-loan services of Diana Barba-Velez for the period August 24, 2011 through June 18, 2012.

DISCUSSION

For a fourth year Ms. Diana Barba-Velez will work forty percent (40%) of her time supporting the design of the Lawrence Hall of Science's Bay Area Science Project's (BASP) summer professional development programs; and during the academic school year will be delivering science and literacy workshops for kindergarten through fifth grade teachers, coaching teachers in their classrooms at target schools, and communicating with principals and teachers regarding school site professional development science programs. Ms. Barba-Velez will spend the other sixty percent (60%) of her time developing and revising the Full Option Science System (FOSS) curriculum.

FISCAL IMPACT

The University of California, Lawrence Hall of Science will reimburse the District for the full salary and driven benefits of Ms. Barba-Velez.

RECOMMENDATION

Approval by the Board of Education of an agreement with the Regents of the University of California, Lawrence Hall of Science for the teacher on-loan services of Diana Barba-Velez for the period August 24, 2011 through June 18, 2012.

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 LAWRENCE HALL OF SCIENCE ("University") and the OAKLAND UNIFIED SCHOOL DISTRICT ("District").

1. District hereby agrees to release Diana Barba-Velez to work for the Lawrence Hall of Science's Bay Area Science Project (BASP) Full Option Science System (FOSS) on a full-time basis for University for the period of August 24, 2011 to June 18, 2012. The work is described in the attached statement.
2. Diana Barba-Velez 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 Diana Barba-Velez for services performed for University from August 24, 2011 to June 18, 2012. University shall not be liable to reimburse District for costs in excess of \$90,222.01 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 Diana Barba-Velez'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:

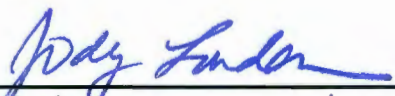
Laura Scudder
Business Contracts
Lawrence Hall of Science
University of California
Berkeley, CA 94720-5200
4. Any duties assigned and/or expected of Diana Barba-Velez beyond those which constitute her contract time with District shall be time outside of assigned District working hours and shall not constitute any cost to District.
5. This Agreement may be terminated by University if, for any reason, Diana Barba-Velez should become unable to serve on University's projects or if sufficient funds are not available to continue the projects on which Diana Barba-Velez is employed. In the event of such termination, University shall reimburse the District for the share of Diana Barba-Velez's salary and benefits earned by her through the date of termination.


6. All data collected or developed and all copyrightable works created by Diana Barba-Velez 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 Diana Barba-Velez 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
President, Board of Education 10/27/11

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

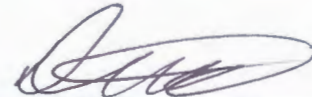
Date: _____

Date: 9-20-11

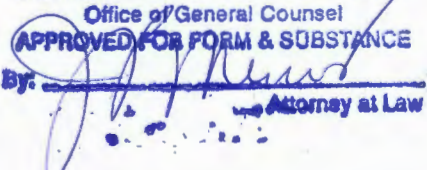
By:  10/27/11
Edgar Rakestraw, Jr.
Secretary, Board of Education
Oakland Unified School District

Date: _____

ACKNOWLEDGED AND AGREED:

By: 
Diana Barba-Velez
6684 Sobrante Road
Oakland, CA 94611

Date: 9/30/11

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By:  2
Attorney at Law

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