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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education  
 From Gary Yee, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action *Maria Santos*  
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date  
 (To be completed by Procurement)

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Subject Memorandum of Understanding - The Regents of the University of California/LHS, LCI/Science/909

**Action Requested** Approval of Memorandum of Understanding between Oakland Unified School District and The Regents of the University of California/LHS). Services to be primarily provided to 909/Leadership, Curriculum, and Instruction for the period of July 30, 2013 through 06/30/2014.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* 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.

**Discussion**  
*One paragraph summary of the scope of work.* University will provide 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 from July 30, 2013 through June 30, 2014 for a total of up to \$4,000.

**Recommendation** Approval of Memorandum of Understanding between Oakland Unified School District and The Regents of the University of California/LHS. Services to be primarily provided to 909/Leadership, Curriculum, and Instruction for the period of 7/30/2013 through 06/30/2014.

**Fiscal Impact** The MOU does not require a financial or in kind commitment from OUSD. University will provide teacher professional development opportunities and provide stipends for teachers. It is estimated that the following workshops will occur from July 30, 2013 through June 30, 2014 for a total that will not exceed \$4,000.

**Attachments**

- Memorandum between OUSD and The Regents of the University of California

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

THIS AGREEMENT is made and entered into effective the 30th day of July, 2013, 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 1025 Second Avenue, Oakland, CA 94606 (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:

District Teacher Leadership Academy (full day follow ups):

July 29-August 2, 2013  
November 5, 2013  
February 6, 2014  
May 6, 2014

Leadership Seminars (full days):

September 19, 2013  
January 30, 2014  
May 1, 2014

Master Group Seminars (full days):

November 4, 2013  
February 27, 2014  
May 15, 2014

- 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 2013, and once at the end of the school year in June 2014.

**Oakland Unified School District agrees to full participation in the BaySci Program for the year 2013 through 2014 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 one school year beginning July 30, 2013. 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 30, 2013 and shall extend through June 30, 2014 unless sooner terminated or extended as elsewhere provided herein.

3. **Notice.**

*University's representative for all contractual matters shall be:*  
Business Contracts Administrator  
2150 Kittredge, Suite 502  
Berkeley, CA 94720-1928

Email: bco@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, F: 510-643-3582

sgregory@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:

Gary Yee, Superintendent

Oakland Unified School District

1025 Second Avenue

Oakland, CA 94606

P: 510- 273-3200

david.yee@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.

The coverages required under this Section A.i. will not limit the liability of District.

The coverages referred to under Sections A.i. will include "The Regents of the University of California" as an additional insured. Such a provision will apply only in proportion to and to the extent of the negligent acts or omissions of District, its officers, employees, and agents. District, upon the execution of this Agreement will furnish University with certificates of insurance evidencing compliance with all requirements. Certificates will further provide for thirty (30) days (10 days for non-payment of premium) advance written notice to University of any material modification, change, or cancellation of the above insurance coverages.

B. University, at its sole cost and expense, will insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

i. General Liability Self-Insurance Program (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

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

Coverages required under this Section B.i. will not limit the liability of the University.

The coverages referred to under this Section B.i. will include District as an additional insured. Such a provision will apply only in proportion to and to the extent of the negligent acts or omissions of University, its officers, employees, and agents. University upon the execution of this Agreement will furnish District with certificates of insurance evidencing compliance with all requirements. Certificates will provide for thirty (30) days advance written notice to District of any material modification, change or cancellation of the above insurance coverages.

7. **Relationship of Parties.** University's relationship to District in the performance of the work of this agreement is that of an independent contractor.
8. **Non-Assignability.** The obligations of the parties under this Agreement are not assignable to any third party.

9. **Copyright.** All rights to copyrightable works contributed or created by the Lawrence Hall of Science in the performance of this Agreement shall belong to The Regents of the University of California.

**10. Termination.**

- A. This Agreement may be terminated by mutual written consent of the parties at any time.
- B. Either party may terminate this Agreement upon sixty (60) days advance written notice to the other party.
- C. Either party may terminate this Agreement if the other party commits a material breach of this Agreement and such other party fails to remedy the breach within sixty (60) days after written notice, requesting the remedy of such breach.
- D. University may terminate this Agreement upon thirty (30) days written notice if District ceases business, or is adjudicated bankrupt or a receiver in bankruptcy is appointed or an assignment is made for the benefit of creditors.

**11. Governing Law; Disputes.**


- A. It is mutually agreed and understood by the parties hereto that the laws, statutes, rules, court decisions and the customs prevailing in the State of California will control and prevail in all matters affecting this Agreement.
- B. In the event of a dispute between the parties concerning this Agreement, the parties agree to discuss the problem amicably and attempt to resolve the dispute. Disputes which cannot be settled will be submitted to mediation under terms agreed on by the parties at the time. Should the parties fail to agree on a mediation procedure within ten (10) business days or should a mediation session be held and fail to produce agreement, then the parties reserve their rights in law and equity to enforce their rights in a court of competent jurisdiction.

12. **Entire Agreement.** This Agreement, including any referenced exhibits, states the entire contract between the parties in respect to the subject matter of the Agreement and supersedes any other written or oral representations, statements, negotiations, or agreements. This Agreement may be modified only by written amendment executed by the authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have hereinafter executed this Agreement as of the date and year first written above.

Oakland Unified School District

The Regents of the University of California

  
\_\_\_\_\_  
5/29/14  
David Kakishiba  
President, Board of Education

\_\_\_\_\_

By: G. D. Yee

Name: Gary Yee  
Title: Superintendent

Date: 5/29/14

By: Ling Zhu

Name: Ling Zhu  
Title: Business Contracts Specialist

Date: 7/25/2013

CLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
J. J. Munn  
Attorney at Law



## 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 2013-2014:**

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 meet 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.

**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.

The BaySci Project will provide stipends for participating teachers at a rate of up to \$150 per day (\$75 per half day). OUSD 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.