

Board Office Use: <b>Legislative File Info.</b>	
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Introduction Date	12/7/11
Enactment Number	11-2566
Enactment Date	12-14-11 <i>3</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Tony Smith, 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)

12-14-11

**Subject** An agreement between the Regents of the University of California and Oakland Unified School District to release an OUSD teacher on a 50% basis to support the CAL:BLAST Project (Collaborative Approach to Learning: Bridging Language and Science Teaching), a California Post Secondary Education Commission, Improving Teacher Quality (ITQ) Grant awarded to a The Regents of the University of California in partnership with the Bay Area Science Project, Bay Area Writing Project and OUSD.

**Action Requested** Approval by the Governing Board for the Release Agreement between the Regents of the University of California and Oakland Unified School District for Sara Rusche, an OUSD teacher, to be released on a 50% basis to support the CAL:BLAST Project

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

This three-year Improving Teacher Quality (ITQ) grant for \$999,677 is awarded by the California Postsecondary Education Commission to The Regents of the University of California in partnership with Oakland Unified School District. The project will address the needs of both teachers and students by providing research-based professional development that will build teachers' science content knowledge, increase teachers' ability to make science accessible to linguistically diverse students, and enhance students' English language acquisition. Approximately forty 3<sup>rd</sup> to 5<sup>th</sup> grade teachers from Oakland schools will acquire field research experience in science by working directly with faculty and graduate students at UC Berkeley research facilities. Over the course of the project UC Berkeley Master's- and PhD-level graduate students and OUSD teachers will both mentor and learn from one other.

The project also focuses on closing the science achievement gap for English learners, for whom literacy is known to be a barrier to learning. In OUSD, over 40% of elementary students are English learners. The 2009 science proficiency level for English-fluent students is 41% versus 12% for English language learners. To address this gap, over the three years of the program, teachers will receive professional development in strategies designed to develop both academic language and content understanding.

**Discussion**  
*One paragraph summary of the scope of work.*

The scope of work for the release agreement includes attending planning meetings and supporting summer institutes, professional development, and coaching activities during the school year. Additional responsibilities include coordinating project logistics, collecting data, and preparing participant materials.



- Recommendation**                      Approval by the Governing Board of a Agreement between the District and The Regents of the University of California to release Sara Rusche from July 1, 2011 to June 30, 2012 at 50%.
- Fiscal Impact**                         None—all project expenses are provided by the CPEC’s Grant. Teacher stipends, materials, and staffing will be provided to the district through The Regents of the University of California, as the grant’s fiscal agent.
- Attachments**                            •    Release Agreement

## RELEASE AGREEMENT

between

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

and

**OAKLAND UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is entered into July 1, 2011 ("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, 2011 to June 30, 2012. 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, 2011 to June 30, 2012. University shall not be liable to reimburse District for costs in excess of \$38,555.78 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.




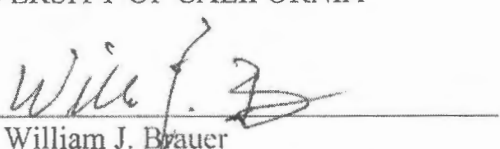
6. All data collected or developed and all copyrightable works created by personnel in the course of providing services to University as described under this Agreement, and all right, title and interest therein, shall vest in University. In order to effectuate the foregoing, it is expressly understood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

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA


By:   
Caleb Cheung  
Manager, Science  
4551 Steele Street  
Oakland, CA 94619

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

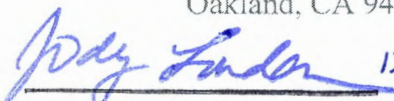
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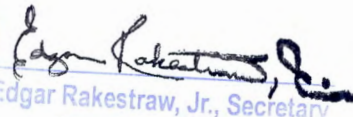
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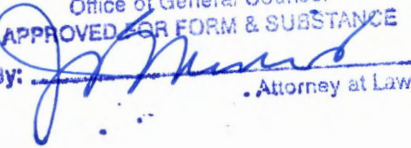
ACKNOWLEDGED AND AGREED:


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

Date: 8-8-11

  
Jody London  
President, Board of Education

12/15/11  12/15/11  
Edgar Rakestraw, Jr., Secretary  
Board of Education

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

**LEGISLATIVE FILE**  
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## STATEMENT OF WORK

Sara Rusche

(July 1, 2011 to June 30, 2012)

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