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Enactment Number	14-0896
Enactment Date	5-28-14



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) 5-28-14

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 August 25, 2013 through 06/30/2014.

Background
A one paragraph explanation of why the consultant's services are needed. University is a participant in the Collaborative Approach to Learning: Bridging Language and Science Teaching or CAL:BLAST projects, along with the District's Science Department. University's Bay Area Science Project maintains a professional development network for 3rd to 5th science teacher leaders committed to quality, standards-based science education that is equitable and accessible for all students. District wishes the University to convene and manage a focus group to engage teachers in reflective teaching practice to further the CAL:BLAST project's goal of supporting schools to improve both science and English language development. Both University and District agree to be responsible for their individual performance under this Agreement.

Discussion
One paragraph summary of the scope of work. District will provide 8-12 teachers during the 2013-2014 academic year to meet with University staff and observe peers teach; participate in co-teaching with both University and District participants; plan, reflect and engage in lesson planning; and collaboratively examine student work. University will reimburse District for substitutes to release teachers on days of participation at the rate of \$150 per day, up to a total of \$9,600.

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 8/25/2013 through 06/30/2014.

Fiscal Impact The MOU does not require a financial or in kind commitment from OUSD. University will reimburse District for substitutes to release teachers on days of participation at the rate of \$150 per day, not to exceed \$9,600.

Attachments

- Memorandum of Understanding 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 this 25th day of August, 2013, by and between The Regents of The University of California 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 the Collaborative Approach to Learning: Bridging Language and Science Teaching or CAL:BLAST project, along with the District's Science Department. University's Bay Area Science Project maintains a professional development network for K-8 science teacher leaders committed to quality, standards-based science education that is equitable and accessible for all students. District wishes University to convene and manage a focus group to engage teachers in reflective teaching practice to further the CAL:BLAST project's goal of supporting schools to improve both science and English language development. Both University and District agree to be responsible for their for their individual performance under this Agreement

Now, therefore, the parties by their mutual promises contained herein agree to the following.

1. **Scope of Work.** District will provide 8-12 teachers during the 2013-2014 academic year to meet with University staff and observe peers teach; participate in co-teaching with both University and District participants; plan, reflect and engage in lesson planning; and collaboratively examine student work. The dates of participation are scheduled to occur Sept 19, 2013, October 24, 2013, November 21, 2013, February 6, 2014, and March 20, 2014. University will reimburse District for substitutes to release teachers on days of participation at the rate of \$150 per day.
2. **Term.** The work will commence September 1, 2013 and will 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 Street, Suite 502
Berkeley, CA 94720-1928
Email: bco@berkeley.edu

University's representatives for all program matters shall be:
Programmatic/Project:
Joanna Totino, Bay Area Science Project Director
P: 510--643-3478, F: 510- 642-1055
jtotino@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 will 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.

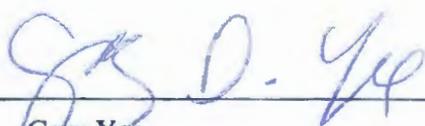
- A. It is mutually agreed and understood by the parties hereto that the laws, statutes, rules, court decisions and the customs prevailing in the State of California will control and prevail in all matters affecting this Agreement.
- B. In the event of a dispute between the parties concerning this Agreement, 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

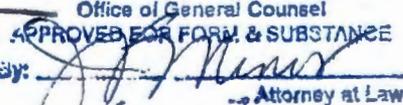
The Regents of the University of California

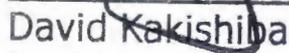
By: 
 Name: Gary Yee
 Title: Superintendent

By: _____
 Name: Ling Zhu
 Title: Business Contracts Specialist

Date: 5-29-14

Date: _____

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


 David Kakishiba
 President, Board of Education

5/29/14

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