



# OAKLAND UNIFIED SCHOOL DISTRICT

Office of the Superintendent of Schools

December 11, 2013

Legislative File	
File ID Number:	13-2664
Introduction Date:	12/11/13
Enactment Number:	13-2537
Enactment Date:	12/11/13
By:	DA

**TO:** Board of Education

**FROM:** Gary Yee, Ed.D., Acting Superintendent  
Vernon Hal, Deputy Superintendent, Business and Operations   
Brigitte Marshall, Associate Superintendent, Human Resources Services and Support 

**SUBJECT:** Agreement with the Regents of the University of California, Berkeley College of Letters & Sciences, for the On-Loan Services of Toai Dao

## **ACTION REQUESTED:**

Approval by the Board of Education of the agreement with the Regents of the University of California, Berkeley College of Letters & Sciences, for the On-Loan Services of Toai Dao on a sixty-percent (60%) basis for the period of August 1, 2013 through July 31, 2014.

## **DISCUSSION**

Mr. Dao will work for the Berkeley College of Letters & Sciences' Math for America (M/A) Teacher-in-Residence Program on a sixty percent (60%) basis doing the following activities: Teach undergraduate Cal Teach course(s) and serve as a coach for Cal Teach pre-service science teachers under the aegis of the Berkeley Science and Math Initiative Executive Director, Elisa Stone; mentor science teacher colleagues at Life Academy; receive training and score Performance Assessments for California Teachers (PACT) ; become an active member of a science education research group at UC Berkeley; take UC Berkeley science courses to further develop content knowledge; and collaborate with other M/A Berkeley fellows on various mathematics and science teaching and learning topics as outlined in the Statement of Work.

Mr. Dao will remain forty percent (40%) in his regular position in OUSD.

## **BUDGET IMPACT**

The Regents of the University of California, Lawrence Hall of Science will reimburse the District for sixty percent (60%) of the full salary and driven benefits of Mr. Dao.

## **RECOMMENDATION**

Approval by the Board of Education of the agreement with the Regents of the University of California, Berkeley College of Letters & Sciences, for the On-Loan Services of Toai Dao on a sixty-percent (60%) basis for the period of August 1, 2013 through July 31, 2014.

UNIVERSITY OF CALIFORNIA, BERKELEY  
TEACHER RELEASE AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into effective AUGUST 1, 2013 (the "Effective Date") by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of the Berkeley College of Letters & Sciences ("University") and the OAKLAND UNIFIED SCHOOL DISTRICT ("District").

TOAI DAO

Name of Individual Teacher ("Participant")

KAMIKA HUDSON

District Representative

1025 SECOND AVE.

OAKLAND, CA 94606-2212

Address

(510) 434-7790

Phone

Purpose: (See Exhibit A, Attached Scope of Work Statement)

The District agrees to abide by all terms and conditions of this Teacher Release Agreement as follows:

1. The District shall defend, indemnify and hold the University, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Teacher Release 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 District, its officers, agents, partners, invitees or employees.

The University shall defend, indemnify and hold the District, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Teacher Release 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 University, its officers, agents, partners, invitees or employees.

2. Both the District and University shall hold full responsibility for its own activities.

3. Participant shall perform those services set forth on Exhibit A, attached hereto and incorporated herein by this reference.
4. Before commencement of activities, the University shall provide the District with a Certificate of Self-Insurance, which shall include "OAKLAND UNIFIED SCHOOL DISTRICT" as additional insured with General Liability coverage of not less than One Million Dollars (\$1,000,000) for the term of this Agreement. University's insurance shall apply only in proportion to and to the extent liability, loss, expense, attorney's fees, or claims of injury or damages are caused by or result from the negligent acts or omissions of University, its officers, agents or employees.
5. Before commencement of activities, the District shall provide the University with a Certificate of Insurance, which shall include "REGENTS OF THE UNIVERSITY OF CALIFORNIA" as additional insured with General Liability coverage of not less than One Million Dollars (\$1,000,000) for the term of this Agreement. The District's insurance shall apply only in proportion to and to the extent liability, loss, expense, attorney's fees, or claims of injury or damages are caused by or result from the negligent acts or omissions of the District, its officers, agents or employees. *Certificate MUST be provided to University PRIOR TO COMMENCEMENT OF AGREEMENT.*
6. District shall continue to pay full salary and benefits to Participant. University will reimburse District for such salary and benefits for services performed for University from AUGUST 1, 2013 to JULY 31, 2014. The maximum reimbursement payable by University to District pursuant to this Agreement is \$57,046.71 unless otherwise agreed by the parties in writing.
7. At all times during this Agreement, Participant shall remain an employee of District, subject to District's employment policies and procedures. In the event of an employment-related problem, the Parties shall cooperate with each other in resolution of that issue and to the extent permissible, share information and engage in best efforts toward an appropriate outcome.
8. District shall submit numbered invoices to University at the end of each calendar quarter for the Participant'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:

MATH FOR AMERICA, BERKELEY  
C/O KATHERINE REID  
367 EVANS HALL MC 3860

BERKELEY, CA 94720-3860

9. Any duties assigned and/or expected of the Participant beyond those which constitute the Participant's contract time with District shall be time outside of assigned District working hours and shall not constitute any cost to District.
10. University may terminate this Agreement at will on 15 days' written notice to the District, except that University may terminate this Agreement on 30 days' written notice if the Participant should become unable to serve on University's projects, if sufficient funds are not available to continue the projects on which the Participant is employed or in the event of breach of this Agreement by the District. In the event of termination, University shall reimburse the District for the share of the Participant's salary and benefits earned by the Participant through the date of termination.
11. All data collected or developed and all copyrightable works created by the Participant in the course of providing services to University as described under this Agreement (the "Work"), 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.
12. The District represents that it has appropriate policies and procedures or agreements with the Participant sufficient to enable it to comply with all of the terms of this Agreement.
13. Agreement does not give the District or the Participant permission to partake in any other activities outside the scope of work attached hereto as Exhibit A or use any other facilities on the Berkeley campus or to use the name "University of California, Berkeley," or any abbreviation thereof, in any manner whatsoever other than for purposes in connection with this Agreement. No other use of the University's name or other trademarks is permitted, including but not limited to District's online or print collateral and other promotional material, without the express written permission of the University's Office of Business Contract and Brand Services (formerly Office of Marketing & Business Outreach and Business Contracts).
14. The University shall not be deemed to be in default of this Agreement or liable for damages if the performance of any or all of its obligations hereunder are delayed or become impossible because of any act of God, terrorism, war, riot or civil disobedience.

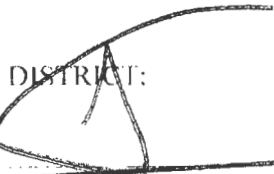
epidemic, strike, lock-out or labor dispute, fire or any cause beyond University's control.

15. Activities outlined in this Agreement shall be performed only in accordance with all federal, state and local laws and University policies. Activities shall be cancelled if they are not in accordance with these laws and policies, or if circumstances are such that the proposed activities would interfere with the orderly operation of University's programs.

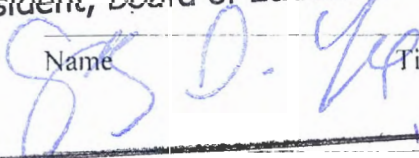
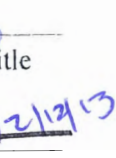
16. This Agreement shall be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions.

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.

**APPROVAL: Agreement must be fully executed prior to commencement of activities:**

DISTRICT:  12/21/13


**David Kakishiba**  
President, Board of Education


Name:  Title:  12/21/13

**Gary Yen, Ed.D.**  
Secretary, Board of Education

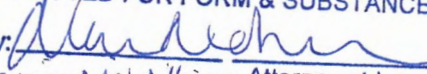
Date

UNIVERSITY: 

By:   
Name: \_\_\_\_\_ Title: \_\_\_\_\_

  
Campus Department: \_\_\_\_\_

  
Date: \_\_\_\_\_

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


File ID Number: 13-2664  
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EXHIBIT A  
SCOPE OF WORK  
Toai Dao

August 1, 2013 through July 31, 2014

Toai Dao will spend forty percent (40%) of his time teaching in his regular position in Oakland Unified School District. Toai will work sixty percent (60%) time with the University of California, Berkeley, Math for America (M/A) Teacher-In-Residence Program, doing the following activities:

- Teach undergraduate Cal Teach course(s) and serve as a coach for Cal Teach pre-service science teachers under the aegis of the Berkeley Science and Math Initiative Executive Director, Elisa Stone;
- Mentor science teacher colleagues at Life Academy;
- Receive training and score Performance Assessments for California Teachers (PACT)
- Become an active member of a science education research group at UC Berkeley;
- Take UC Berkeley science courses to further develop content knowledge; and
- Collaborate with other M/A Berkeley fellows on various mathematics and science teaching and learning topics.

**Teacher-On-Loan**

  
\_\_\_\_\_  
Signature

9/20/13  
\_\_\_\_\_  
Date

Toai Dao  
\_\_\_\_\_  
Printed Name and Title