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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)

Subject Memorandum of Understanding Amendment-1 - The Regents of the University of California/LHS, LCI/Science/909

**Action Requested** Approval of First Amendment to the 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 05/1/2013 through 07/31/2016.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* University received Grant No. 1223021 from the National Science Foundation to perform a research study of three models of professional development to test the efficacy of a practicum for grades 3-5 in-service teachers whereas OUSD was selected as part of this grant to provide support with planning and teacher recruitment, teachers, students, and facilities for University's work.

**Discussion**  
*One paragraph summary of the scope of work.* OUSD will participate in program planning activities with Lawrence Hall of Science professional developers and Stanford researchers; Identify and staff an appropriate summer school site to host the teaching practicum component of the project; recruit and support 50 teachers to participate in all phases of the professional development effort in 2013-2015, and additional 25 teachers to participate in 2015-2016; cooperate and collaborate with all the research and evaluation data collection efforts, including teacher and student surveys and observations during school year.

**Recommendation** Approval of First Amendment to 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 5/1/2013 through 07/31/2016.

**Fiscal Impact** The MOU does not require a financial or in kind commitment from OUSD. University will pay OUSD a total of \$49,015 in Year 1 after the full signing of this Agreement, and contingent upon University receiving funding, a total of \$51,015 in 2015 upon completion of OUSD school participation in July 31, 2015. If University does not receive sufficient funding for 2015 or 2014, then University may terminate this Agreement and OUSD will have no further obligation to University.

**Attachments**

- MOU Amendment and copy of MOU original

**FIRST AMENDMENT TO THE AGREEMENT**  
**Between The Regents of the University of California**  
**and the Oakland Unified School District**

This First Amendment to the Agreement executed by the parties effective May 1, 2013 ("Agreement") is made by and between The Regents of the University of California acting on behalf of its Lawrence Hall of Science located on its Berkeley campus ("University") and Oakland Unified School District ("OUSD") and is effective as of the date of the parties' final signature below.

The parties hereby agree as follows:

A. Section 2 of the Agreement shall be deleted in its entirety and replaced with the following:

2. Scope of Work. OUSD will:

- Participate in program planning activities with Lawrence Hall of Science professional developers and Stanford researchers;
- Identify and staff (principal, classroom teachers, custodial, etc.) an appropriate summer school site to host the teaching practicum component of the project;
- Recruit and support 50 teachers to participate in all phases of the professional development effort in Years 1-3, and an additional 25 teachers to participate in Years 3-4;
- Cooperate and collaborate with all research and evaluation data collection efforts, including teacher and student surveys, classroom observations and videotaping during the summer school academic year programs.
- *In Year 2, provide substitute teachers for professional development on the following dates (or replacement dates for the dates indicated as mutually agreed):*
  - *December 2, 2013*
  - *February 10, 2014*
  - *March 28, 2014*
  - *June 17, 2014*

B. Section 3 of the Agreement shall be deleted in its entirety and replaced with the following:

3. Total Payment. University will pay OUSD a total of \$49,015 in Year 1 after the full signing of this Agreement, and contingent upon University receiving funding, a total of \$51,015 in Year 3 upon completion of OUSD school participation in July 31, 2015. If University does not receive sufficient funding for Year 3 or Year 4, then University may terminate this Agreement and OUSD will have no further obligation to University.

*For the Year 2 teacher professional development opportunities outlined in Section 2, University will provide stipends for teachers to participate in the professional development opportunities on non-OUSD workdays or refund OUSD for substitute teachers on OUSD workdays at the rate of \$150 per teacher for full-day workshops and \$75 per teacher for half-day workshops.*



C. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives.

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By: [Signature]  
Ling Zhu  
Business Contract Specialist

Date: 1/29/2014

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature] 5/29/14  
~~Gary Yee~~ David Kakishibo  
President, Board of Education

Date: [Signature]

By: [Signature]  
Edgar Rakestraw, Jr. Gary Yee  
Secretary, Board of Education

Date: 5/29/14

C. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives.

The Regents of the University of California

By: \_\_\_\_\_

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

\_\_\_\_\_  
President, Board of Education  
Oakland Unified School District

\_\_\_\_\_  
Secretary, Board of Education  
Oakland Unified School District

Approved as to Form

  
\_\_\_\_\_  
Jacqueline Minor, General Counsel

File ID Number	13-1094
Introduction Date	6/26/13
Enactment Number	13-1344
Enactment Date	6-26-13
By	



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education**

To: Board of Education  
From: Tony Smith, Superintendent

Subject: District Submitting Grant

**ACTION REQUESTED:**

Approval and support by the Board of Education of District applicant submitting grant for OUSD schools for fiscal years to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**BACKGROUND:**

Grant proposal for OUSD schools for the FY12-13 thru 15-16 fiscal year was submitted for funding as indicated in the attached grant.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
			Oakland Unified School District Leadership Curriculum and Instruction Science Department	To perform a research study of three models of professional development to test the efficacy of a practicum for grade 3-5 in-service teachers	May 1, 2013 thru July 31, 2016	Regents of the University of California on behalf of its Lawrence Hall of Science	\$100,030.00

**DISCUSSION:**

Participate in program planning activities with Lawrence Hall of Science professional developers and Stanford researchers; identify and staff (principal, classroom teachers, custodial, etc.) an appropriate summer school site to host the teaching practicum components of the project; recruit and support 50 teachers to participate in all phases of the professional development effort in Years 1-3, and an additional 25 teachers to participate in Years 3-4; Cooperate and collaborate with all research and evaluation data collection efforts, including teacher and student surveys, classroom observations and videotaping during the summer school academic year programs.

**FISCAL IMPACT:**

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$100,030

**RECOMMENDATION:**

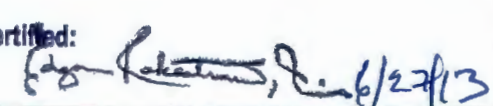
Approval and support by the Board of Education of District applicant submitting a grant for OUSD schools for fiscal year to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**ATTACHMENTS:** Grant


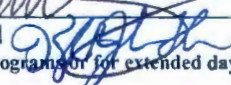


OUSD Grants Management Face Sheet 2012-13

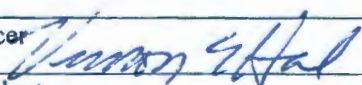
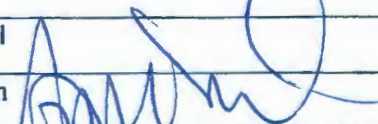
<b>Title of Grant:</b> Practice Grant	<b>Funding Cycle Dates:</b> 5/1/13-7/31-16
<b>Grant's Fiscal Agent:</b> Oakland Unified School District	<b>Grant Amount for Full Funding Cycle:</b> \$100,030
<b>Funding Agency:</b> Regents of the University of California on behalf of its Lawrence Hall of Science	<b>Grant Focus:</b> Perform research study of three models of professional development
<b>List all School(s) or Department(s) to be Served:</b> OUSD Schools Grades 3-5	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Teachers will participate in program planning activities with Lawrence Hall of Science professional developers and Stanford researchers
How will this grant be evaluated for impact upon student achievement?	Cooperate and collaborate with all research and evaluation data collection efforts, including teacher and student surveys, classroom observations and videotaping during the summer school academic year programs.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?	No
Will the proposed program take students out of the classroom for any portion of the school day?  (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No  <p align="right">Certified:  6/27/13</p>
Who is the contact managing and assuring grant compliance?	Caleb Cheung, Science 4551 Steele St Oakland, CA 94606 (510)336-7613 or <a href="mailto:caleb.cheung@ousd.k12.ca.us">caleb.cheung@ousd.k12.ca.us</a>  Edgan Bakestraw, Jr., Secretary Board of Education

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	Caleb Cheung		5/14/13
Department Head (e.g. for school day programs or for extended day and student support activities)			

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		6/7/13
Superintendent	Tony Smith		

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

This Agreement, effective May 1, 2013, is between the Oakland Unified School District ("OUSD") and the Regents of the University of California on behalf of its Lawrence Hall of Science ("University").

WHEREAS, University received Grant No. 1223021 from the National Science Foundation to perform a research study of three models of professional development to test the efficacy of a practicum for grade 3-5 in-service teachers;

WHEREAS, OUSD was selected as part of this grant to provide support with planning and teacher recruitment, teachers, students and facilities for University's work; and,

WHEREAS, both University and OUSD agree to be responsible for their individual performance under this Agreement;

NOW THEREFORE, University and OUSD agree as follows:

1. Period of Performance. Unless modified or terminated as set forth in the Agreement, the Agreement will be effective May 1, 2013, will expire July 31, 2016, and will be divided in the following Years:
  - Year 1: 5/1/13 to 7/31/13
  - Year 2: 8/1/13 to 7/31/14
  - Year 3: 8/1/14 to 7/31/15
  - Year 4: 8/1/15 to 7/31/16
  
2. Scope of Work. OUSD will:
  - Participate in program planning activities with Lawrence Hall of Science professional developers and Stanford researchers,
  - Identify and staff (principal, classroom teachers, custodial, etc.) an appropriate summer school site to host the teaching practicum component of the project;
  - Recruit and support 50 teachers to participate in all phases of the professional development effort in Years 1-3, and an additional 25 teachers to participate in Years 3-4;
  - Cooperate and collaborate with all research and evaluation data collection efforts, including teacher and student surveys, classroom observations and videotaping during the summer school academic year programs.
  
3. Total Payment. University will pay OUSD a total of \$49,015 in Year 1 after the full signing of this Agreement, and contingent upon University receiving funding, a total of \$51,015 in Year 3 upon completion of OUSD school participation in July 31, 2015. If University does not receive sufficient funding for Year 3 or Year 4, then University may terminate this Agreement and OUSD will have no further obligation to University.

4. Payment Terms OUSD will submit invoices to University for payment. Payment will be made within 30 days of a properly completed and authorized invoice.
5. Trademark/University Name. The University's name and trademarks are protected by California law and may not be used without prior written approval of the University. OUSD will not use the University name in any advertisement, press release, or publicity without prior written approval of the University
6. 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.
7. General Liability Insurance. Each party shall carry general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in general aggregate. Prior to the performance of any of the Work, the each party will provide the other party with a certificate of insurance naming the other party as an additional insured on the policy. The policy shall not be amended without the prior written approval of the additional insured.
8. Contacts.
  - A. OUSD's project contact is Caleb Cheung, Manager, Science, Oakland Unified School District, 4551 Steele Street, Oakland, CA 94619, 510-336-7613, caleb.cheung@ousd.k12.ca.us.
  - B. University's project contact is Emily Weiss, Lawrence Hall of Science, One Centennial Drive, Berkeley, CA 94720-5200, 510- 642-6350, weisse@berkeley.edu. The University's contract representative is William J. Brauer, Senior Business Contracts Officer, University of California, Berkeley, CA 94702-5620, 510-642-2829, contracts@berkeley.edu.
9. Work Product. The Regents of the University of California will retain all rights, title, and interest in and to any and all intellectual property delivered or generated in the course of providing professional development services to OUSD and studying the efficacy of the same, and no transfer of such intellectual property will be made by such performance or generation
10. Independent Contractor. OUSD's relationship to University in the performance of the work of this Agreement is that of an independent contractor. OUSD agrees to permit University's representatives to confer, from time to time, with OUSD's project contact regarding the work hereunder. During the term of this Agreement, each party agrees that, with respect to the other party, it is not a joint venturer or partner or in any relationship that will give rise to liability for its actions.



11. Taxes Expenses. Payment, unless set forth otherwise, includes all applicable taxes, expenses, travel, meals, administrative support, office charges and materials. No other charges will be paid by University.
12. Federal Terms and Conditions. OUSD will adhere to the National Science Foundation terms and conditions for Grant 1223021, attached hereto as Exhibit A.
13. Modification and Termination.
  - A. 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.
  - B. This Agreement may be modified only by written amendment executed by the authorized representatives of both parties.
  - C. University may terminate this Agreement upon forty-five (45) days advance written notice to OUSD. In the event of such termination, University agrees to pay OUSD for all costs and non-cancelable obligations in conformance with the provisions of this Agreement up to the date of termination.
  - D. If either party breaches an obligation under this Agreement and fails to cure that breach within thirty (30) days of written notice from the other party, the non-breaching party may then terminate this Agreement without prejudice to any other remedies.
14. Non-Assignability. The obligations of the parties under this Agreement are not assignable to any third party.
15. Applicable Law. Venue. This Agreement will be construed and interpreted in accordance with, and governed in all respects by the laws of the State of California with venue in Alameda County.

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

Oakland Unified School District

By: [Signature]  
 David Kakishiba  
 President, Board of Education

Date: 6/31/13

By: [Signature]  
 Edgar Rakestraw, Jr.  
 Secretary, Board of Education

Date: 6/31/13

The Regents of the University of California

By: [Signature]  
 William J. Brauer  
 Senior Business Contracts Officer

Date: 5-15-13

OUSD certifies that OUSD nor the Contractor appears on the Excluded Parties List at:  
<https://www.sam.gov/portal/public/SAM>

OAKLAND UNIFIED SCHOOL DISTRICT

Office of General Counsel  
 APPROVED FOR FORM AND SUBMITTAL BETWEEN THE OAKLAND UNIFIED SCHOOL DISTRICT AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: [Signature]  
 Attorney at Law

## EXHIBIT A

Terms and Conditions per  
National Science Foundation  
Grant No. 1223021

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at



a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**5. Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**8. Debarment and Suspension (E.O.s 12549 and 12689)** - A contract award with an amount expected to equal or exceed \$25,000 and certain other contract awards (see 2 CFR 180.220) shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.