

File ID Number	16-1724
Introduction Date	8-24-16
Enactment Number	16-1409
Enactment Date	8/24/16
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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education

To: Board of Education  
From: Antwan Wilson, Superintendent  
Subject: Agreement UC Berkeley Extension

**ACTION REQUESTED:**

Approval and acceptance by the Board of Education of Agreement between Oakland Unified School District and The Regents of the University of California, on behalf of the University of California, Berkeley Extension for the period June 1, 2016 through June 1, 2019.

**BACKGROUND:**

There is high teacher turnover and a critical teacher shortage in Oakland Unified School District (OUSD). UC Berkeley Extension will deliver the required coursework for current OUSD teachers to obtain a Career Technical Education credential (CTE) which will keep teachers in OUSD schools and allow for the opening of additional CTE courses for our students.

**DISCUSSION**

University shall deliver the training course (the "Course") described in Exhibit A, attached hereto and incorporated herein by this reference, and as otherwise provided in this Agreement. The Course will be delivered on-site at a facility of the University to be determined by mutual agreement, and will be only for Client employees or contractors.

**FISCAL IMPACT:**

The funding resource for this Agreement is Career Technical Education (CTE) Incentive Grant not to exceed \$25,000.

**RECOMMENDATION**

Approval and acceptance by the Board of Education of Agreement between Oakland Unified School District and The Regents of the University of California, on behalf of the University of California, Berkeley Extension for the period June 1, 2016 through June 1, 2019.

**ATTACHMENTS:**

Agreement



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With *Every* Consent Agenda Contract.**

Legislative File ID No. 16-1724

Department: Post Secondary Readiness

Vendor Name: UC Berkeley Extension

Contract Term: Start Date: June 1, 2016 End Date: June 1, 2019

Annual Cost: \$ 25,000.00

Approved by: 

Is Vendor a local Oakland business? Yes  No

**Why was this Vendor selected?**

UC Berkeley is the chosen local best vendor to deliver the state required approved courses for CTE credentialing to a cohort of 34 OUSD teachers.

**Summarize the services this Vendor will be providing.**

UC Berkeley Extension will enroll 34 current OUSD Single Subject teachers in order to qualify the OUSD teachers for Career Technical Education credentials.

Was this contract competitively bid? Yes  No

If No, answer the following:

- 1) How did you determine the price is competitive?

UC Berkeley sets the required course fees.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



## AGREEMENT

This agreement ("Agreement"), effective June 1, 2016 (the "Effective Date"), is between The Regents of the University of California, on behalf of the University of California, Berkeley Extension ("University") and Oakland Unified School District ("Client"). The parties agree as follows:

1. **Scope of work.** University shall deliver the training course (the "Course") described in Exhibit A, attached hereto and incorporated herein by this reference, and as otherwise provided in this Agreement. The Course will be delivered on-site at a facility of the University to be determined by mutual agreement, and will be only for Client employees or contractors.
2. **Term.** This Agreement shall start on the Effective Date and shall extend through June 1, 2019. The University is under no obligation to extend this Agreement.
3. **Fee.** The University's fee for the Course is set forth in Exhibit A. This fee is subject to change each semester. Fee changes will be communicated directly to client's representative. The Course fee excludes those items expressly outlined under "Responsibilities of Client" in this Agreement.
4. **Time and Method of payment.** Payment in full is due upon receipt of University invoice at the completion of the Course. Make checks payable to the Regents of the University of California and send to the name and address at the top of this page, reference the Agreement No., and invoice number.

For payments by wire transfer please indicate University Extension and reference Agreement No. LA ### and the invoice number. Bank wire transfers are to be remitted to:

Bank of America  
Berkeley Main Office  
2129 Shattuck Avenue  
Berkeley, CA 94704 USA  
Account Number: 0175380001  
Routing number: 0260-0959-3

Client shall provide written notification of each wire transfer, including the University Extension invoice number, to the University Program Director at the fax number set forth below the same day that the wire transfer request is submitted to the bank. Client is responsible for all wire transfer fees.

5. **Responsibilities of University:**
  - A. Course content, design and development
  - B. Instructional delivery by University approved instructor(s)
  - C. Classroom or training facility suitable for the program instruction
  - D. Student advising services
6. **Responsibilities of Client:**
  - A. List of participants (surname, first name)
  - B. Off-site coordination as needed
7. **Contract Management.**

University's representative for all matters concerning the Course shall be:

Nithya Raghunathan, Program Director  
University of California Extension  
1995 University Avenue  
Berkeley, CA 94720-7000

Telephone: 510-643-1468

Fax: 510-643-0599

E-mail: [nraghunathan@berkeley.edu](mailto:nraghunathan@berkeley.edu)

University's representative for all matters concerning the contractual matters shall be:

**Scott Shireman**  
**Chief Operating Officer**  
University of California Extension  
1995 University Avenue  
Berkeley, CA 94720-7001

Tel: 510-642-3708

Fax: 510-642-1394

Client's representative for all matters concerning the Course and contractual matters concerning this Agreement shall be:

Susan Benz  
Manager, College and Career Readiness  
Linked Learning Office  
1000 Broadway,  
Oakland, CA 94607

Notice pursuant to this Agreement shall be in writing to the above addresses or to such other address that either party may later designate 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

8. **Trademark/University Name.** The University's name and trademarks are protected by law and may not be used without prior written approval of The Regents of the University of California. The name of the University is not to be used in any publication, advertisement, or news release without prior written consent of the University. All brochures, advertisements or other promotional items using the University's name must be approved in advance by the University. Client may not record or videotape any portion of the Program.
9. **Copyright.** All copyright rights to any and all course materials created or used in the performance of this Agreement ("Works") shall vest with the University. The University grants to Client a non-transferable, royalty-free, non-exclusive license to use the Works solely to the extent necessary for the Client students to participate in the Course and accomplish the learning goals related thereto. Client will not and will ensure its students will not use the Works for any other purpose without the prior written consent of the University. Client will not and will ensure that its student participants in the Course will not record, tape, or film any of the courses or activities without the express written consent of the University.
10. **Program Offerings and Program Materials.** Course titles and descriptions are copyrighted by the Regents of the University of California. The Course is presented pursuant to the authority of the University of California. Any additional presentations of this Course, or materials derived from this Course, require the written approval of the University and may be arranged through the University's Program Director. Client shall not contact or solicit University's instructor providing instructional services pursuant to this Agreement for additional instructional services for a period of six months from completion of service under this Agreement.
11. **Indemnification.** University shall indemnify, defend and hold Client, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

Client shall indemnify, defend and hold University, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by



or result from the negligent or intentional acts or omissions of Client, its officers, agents, or employees.

12. **Cancellation.** Client reserves the right to cancel a Course up to thirty (30) days prior to the agreed start date of the Course. If Client cancels a Course more than thirty (30) days in advance, there is no cancellation fee. If Client cancels a Course thirty (30) days or less, but more than fifteen (15) days before the agreed Course start date, 50% of the Course fee is payable. If Client cancels fifteen (15) days or less before the agreed Course start date, 75% of the Course fee is payable.

No cancellation fee will be charged if a Course is cancelled, postponed or rendered commercially impossible by force majeure causes outside the reasonable control of the parties, including, but not limited to, acts of God, war, strikes, terrorist attacks, fires, floods, earthquakes, transportation disruptions, economic causes, instructor illness or labor disturbances.

13. **Insurance Requirements.**

A. Client shall keep in full force and effect during the term of this Agreement, at Client's sole expense, insurance as follows ("Insurance"):

i. Commercial Form General Liability Insurance 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. Workers Compensation as required by applicable law.

B. If the Insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement.

C. The Insurance shall provide for a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.

D. University shall be named as an additional insured on the General Liability insurance, in proportion to and to the extent of the negligent acts or omissions of Client or Client's officers, employees and agents. Client shall furnish University with a Certificate of Insurance evidencing compliance with the insurance provisions of this Agreement and requiring 30 days advance written notice to the University of any modification, change, or cancellation with respect to the Insurance.

E. The Insurance shall be primary with respect to The Regents of the University of California, its officers, agents, and employees, and any self-insurance maintained by the University shall be in excess of and non-contributory to the Insurance.

14. **Disputes.** In the event of a dispute, the parties agree to non-binding arbitration in Alameda County, California, under the rules of the American Arbitration Association.

15. **Non-Assignability.** This Agreement is not assignable to any third party.

16. **Modification.** This Agreement may be amended or modified only by mutual written agreement of the parties.
17. **Waiver.** Any failure of University at any time, or from time to time, to enforce or require the strict keeping and performance by Client of any of the terms or conditions of this Agreement shall not constitute a waiver by University of such a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of University at any time to avail itself of such remedies as it may have or any such breach or breaches of such terms or conditions.
18. **Severability.** In the event any portion of this Agreement is declared void by a court of competent jurisdiction, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to substantially alter the Agreement or obligations of the parties, in which case this Agreement may be immediately terminated.
19. **Integration.** This Agreement, including any and all exhibits, attachments, appendices, constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior agreements, representations and understanding of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated and signed by the parties and made a part hereof.
20. **Counterparts.** This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one document.
21. **Governing Law.** 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.

[Signature page follows]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**Oakland Unified School District**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By: 

By: 

Name:

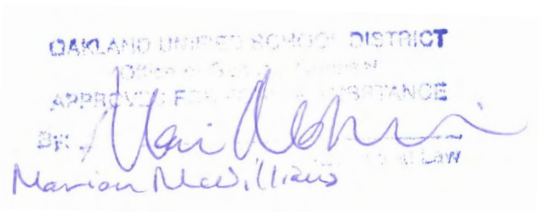
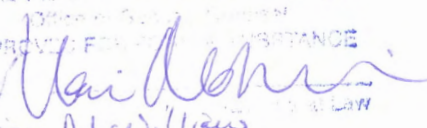
Name: Maria Rubinshteyn

Title: Manager, College and Career Readiness

Title: ~~BUSINESS CONTRACTS SPECIALIST~~  
Director, Business Contracts and Brand Protection

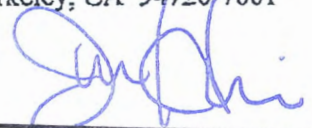
Date: May 4, 2016

Date: June 2, 2016

  
OAKLAND UNIFIED SCHOOL DISTRICT  
APPROVED FOR ASSISTANCE  
BY:   
Marion McMillan

**Sign the original documents and retain one for your records. Return one original with the certificate of insurance to the address below.**

The Regents of the University of California  
c/o Scott Shireman  
Chief Operating Officer  
University of California Extension  
1995 University Avenue  
Berkeley, CA 94720-7001

 8/25/16  
James Harris  
President, Board of Education

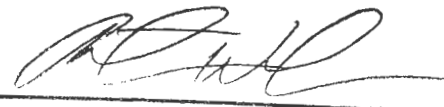
 5/25/16  
Antwan Wilson  
Secretary, Board of Education

Exhibit A

Regents of the University of California  
&  
Oakland Unified School District

Designated Subjects Career Technical Education Teaching Credential Program (DSCTE)

**Detailed Description of Course**

The program will serve teachers selected by Client who are interested in obtaining the DSCTE teaching credential from UC Berkeley Extension.

The University will provide the following:

Teachers can take the two semester units of coursework in Career Technical Education Foundations (EDUC X366.18) at the UC Berkeley Extension location or online, or at the Client location. In order to facilitate this course at the Client location, there must be a minimum of 18 teachers in attendance.

**Course location:** UC Berkeley Extension facilities or Client location

**Course dates and times:** TBD

**Registration, Application, and Course Fees\*:**

DSCTE Program registration fee payable to UC Berkeley Extension by OUSD	<b>\$200</b>
Preliminary application fee (check or money order only) payable to Commission on Teacher Credentialing (CTC) by teacher	<b>\$100</b>
CTE Foundations (EDUC X366.18) course fee payable to UC Berkeley Extension by OUSD	<b>\$515</b>

**Professional Clear DSCTE Credential Fees\*:**

CPR training (e.g. American Heart Association, American Red Cross) fee by teacher	<b>\$50-\$100</b>
Professional clear application fee (check or money order only) payable to Commission on Teacher Credentialing (CTC) by teacher	<b>\$100</b>
Transcript fee (if Client requires official transcript from each teacher) payable to UC Berkeley Extension by teacher	<b>\$15</b>

\*subject to change