

<b>Board Office Use: Legislative File Info.</b>	
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Introduction Date	06/08/2016
Enactment Number	16-0838
Enactment Date	6-8-16 <i>df</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools. Thriving Students

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent

**Board Meeting Date** 6-8-16

**Subject** **APPROVAL OF TEACHER RELEASE AGREEMENT**

**Action Requested** Approval of Teacher Release Agreement between Oakland Unified School District and Mills College for the on-loan services of District employee Laura Alvarez, for the latter to provide thirty percent (30%) of her time in collaborative support of OUSD Newcomer Teacher Inquiry Group, for the period of July 1, 2016 through June 30, 2017, with costs reimbursable to the District in the amount of salary and driven benefits.

## Background

## Discussion

**Recommendation** Approval of Teacher Release Agreement between Oakland Unified School District and Mills College.

**Fiscal Impact** Funding reimbursement in the amount of salary and driven benefits not to exceed \$27,110.62 (Twenty-seven thousand, one hundred ten dollars and 62 cents)

**Attachments**

- Teacher Release Agreement
- Exhibit A Scope of Work

MILLS COLLEGE  
TEACHER RELEASE AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into effective July 1, 2016-June 30, 2017 (the "Effective Date") by and between KATHY SCHULTZ, DEAN OF THE SCHOOL OF EDUCATION on behalf of the Mills College ("University"), the OAKLAND UNIFIED SCHOOL DISTRICT ("District") and LAURA ALVAREZ ("Participant").

LAURA ALVAREZ  
Name of Individual Teacher

MOYRA CONTRERAS  
District Representative (Principal)

1000 BROADWAY SUITE 295  
OAKLAND, CA 94607  
Address

(510) 879-0202  
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 "MILLS COLLEGE" 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.
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, 2016 to JULY 31, 2017 (equivalent of 0.3 Full Time Employee ("FTE")). The maximum reimbursement payable by University to District pursuant to this Agreement is \$27,110.62 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. University shall make payment to District promptly after each month of service. Payment shall be remitted to:

OUSD ACCOUNTS PAYABLE  
1000 BROADWAY, SUITE 450  
OAKLAND, CA 94607  
(P) 510-879-8204  
(F) 510-879-0227

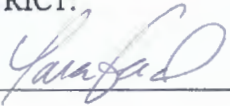
9. Any duties assigned and/or expected of the Participant beyond those which constitute the Participant's contract time with District shall be time outside of assigned District working hours and shall not constitute any cost to District.
10. Either the University or the District may terminate this Agreement at will on 15 days' written notice to the other Party, 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. 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.
14. Participant agrees that the University and District may exchange any information contained in her personnel file or which would otherwise be regarded as relevant to the scope of her employment.
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:

MILLS COLLEGE

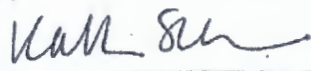
  
By

Tara Gard, Interim Deputy Chief Talent Officer  
Name Title

Oakland Unified School District  
Name of Organization or Individual

05/17/2016  
Date

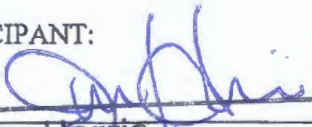
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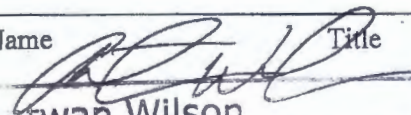
  
Kathy Schultz, Dean of the School of Education

School of Education  
Campus Department



5-11-16  
Date

PARTICIPANT:

 6-8-16  
By James Harris  
President, Board of Education

Name Title  
 6-8-16  
Twan Wilson  
Secretary, Board of Education

Approved to form:

, Attorney  
 5/17/16

File ID Number: 16-1161  
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Enactment Number: 16-D838  
Enactment Date: 6-8-16

## **Mills Teacher Scholars Program Associate**

### **Exhibit A - Scope of Work**

Under the direction of the Director and Associate Director, the program associate will lead one School-site Scholars group, co-lead additional groups of the Mills Teacher Scholars program.

The Program Associate will:

- Facilitate School-site Scholars projects supporting teacher led inquiry to improve student learning outcomes
- Co-develop and utilize Mills Teacher Scholars protocols for best-practices in teacher-led inquiry
- Use teacher data to analyze effectiveness of program work and to guide support for school site
- Provide monthly feedback to teacher scholars
- Prepare quarterly data-driven reports on teacher learning and student learning goals
- Support teacher-driven data collection through video and audio recording, observational note taking, conducting focal student interviews, etc.
- Maintain effective and productive working relationships within a diverse and multicultural environment
- Provide effective and personal customer service attitude toward colleagues, teachers, board members, and grant-makers, as well as other constituents
- Maintain safe work conditions and comply with established safety policies, practices, procedures, and requirements of Mills College
- Perform related duties as needed

**MILLS COLLEGE IS AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER**

Reasonable accommodations to enable participation in the selection process may be requested by qualified disabled individuals by writing to the above address, or by calling (510) 430-2282.