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Memo

To Board of Education

From Antwan Wilson, Superintendent
Marion McWilliams, General Counsel

Board Meeting Date October 26, 2016

Subject **Administrator On Loan Agreement between and Chabot Space & Science Center JPA and the District**

Action Requested **Ratification of the Administrator On Loan Agreement between and Chabot Space & Science Center JPA and the District**

Background and Discussion

The District as one of 3 Joint Powers Authority members of the Chabot Space & Science JPA historically designated one of more employees on loan to the JPA to support the development of high quality educational programs at Chabot for District students. Under the Administrator on Loan Agreement the Board is being asked to ratify, Caleb Cheung will:

1. Serve as an Administrator on Loan to Chabot for the period from November 1, 2016 to June 30, 2018.
2. During the first year of the Agreement (the period from November 1, 2016 to June 30, 2017), he will spend 80% of his time leading and supervising the Education Department at Chabot as the Director of Education. Specific responsibilities will include:
 - a) Identify opportunities for innovative museum school district partnership between OUSD and CHABOT.
 - b) Design, develop, and implement high quality educational experiences at Chabot and at school sites for students, teachers, and families for OUSD and the larger Bay Area, such as outdoor education programs, educator in residence programs, a linked learning/college and career program, partnerships with District high school academies, student internships and environmental/education programs.
 - c) With input from OUSD, develop a new vision and two-year strategic plan for the Education Team
 - d) Supervise the staff of approximately 15 in the Education Department.
 - e) Collaborate and support the Executive Director with fundraising and budgetary planning.
 - f) Support OUSD science events at Chabot (e.g., Dinner with a Scientist and



District K12 Science Fair)

g) Seek new partnerships with various OUSD schools and departments (e.g., AAMA Scientist Event, Maker Studio at Roosevelt MS)

h) In concert with Chabot's Executive Director, serve as a liaison to the School Board, Superintendent, and District leadership.

3. During the first year of the Agreement, Cheung will spend 20% of his time supporting the transition of the OUSD science department, including providing transitional support for the Science Department, and overseeing and completing certain OUSD Science Department projects including but not limited to grant reports, OUSD's science website, the development of the FOSS rotation app.
4. After June 2017, Caleb Cheung will spend 100% of his time as the Director of Education at CHABOT.
5. Cheung will remain an employee of the District during the term of this Agreement. Chabot will pay to the District \$60,000 for each year this Agreement is in effect. The first payment of \$60,000 shall be made no later than December 1, 2016 and will be invoiced upon approval by the Board of Education of this Agreement.

The Parties agree that the Administrator on Loan program is not intended to address the current forbearance agreement or the outstanding debt owed by Chabot to the District.

Recommendation

Ratification of the Administrator On Loan Agreement between and Chabot Space & Science Center JPA and the District

Fiscal Impact

Approximately \$65,000 plus cost of employee benefits

Attachments

- **Administrator On Loan Agreement**

**ADMINISTRATOR ON LOAN AGREEMENT
BETWEEN
AND
CHABOT SPACE & SCIENCE CENTER JPA
AND
THE OAKLAND UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is effective November 1, 2016 and is entered into by and between the Oakland Unified School District, a California public school district (“OUSD” or the “District”), and the Chabot Space and Science Center, a joint powers agency (“CHABOT JPA”).

RECITALS

WHEREAS, the CHABOT JPA is a joint powers agency of which the District is a member; and

WHEREAS, on June 29, 2016, by Enactment No. 16-1265, the OUSD Board of Education approved an Agreement between the Chabot JPA and the District to extend the existing Forbearance Agreement, originally approved by the Board of Education as Enactment # 14-1758 on October 8, 2014 by 120 days or to October 30, 2016 to allow CHABOT JPA and the District to co-convene with Councilwoman Ann Campbell Washington a meeting with CHABOT to develop a plan for the elimination of the debt owed to the District by CHABOT JPA;

WHEREAS, at the October 13, 2016 meeting of the Board of Education, OUSD Staff is recommending to the Board that in order to continue to work to develop the plan to eliminate the debt owed to the District, without waiving any rights of the District under the CHABOT JPA Lease-Leaseback Agreements, the Forbearance Agreement should be extended by an additional 60 days to December 30, 2016;

WHEREAS, as a part of the discussions with the City of Oakland and the JPA, the Parties have identified the importance of the development at CHABOT of robust science, technology and environmental programs, linked to science standards and linked learning opportunities for District students;

WHEREAS, expanded and more robust science, technology and environmental programs, linked to science standards and linked learning opportunities for District students enables the District and CHABOT to build on the existing partnership to nurture and create a national model for museum-school district collaboration and for innovative science programs that serve OUSD students, teachers, and families;

WHEREAS, with the hiring of a new Executive Director of CHABOT, there is renewed leadership, interest, and commitment by CHABOT to invest in robust educational programming;

WHEREAS, Caleb Cheung (“Cheung”) has been a teacher and administrator in the District for 21 years and has provided extensive development and fundraising for the TK-12 science

programs in Oakland, has served on CHABOT's Board of Directors for 7 years, and is currently Vice Chair of the CHABOT Board;

WHEREAS, because of Cheung's successful and long standing leadership in the area of science, he is uniquely positioned to assist both OUSD and CHABOT in creating an innovative set of educational experiences and enhancements that realizes the true potential of a museum-school district collaboration;

NOW THEREFORE, the District and CHABOT agree as follows:

1. Cheung will serve as an Administrator on Loan to CHABOT for the period from November 1, 2016 to June 30, 2018.
2. During the first year of the Agreement (the period from November 1, 2016 to June 30, 2017), Cheung will spend 80% of his time leading and supervising the Education Department at CHABOT as the Director of Education. Specific responsibilities will include:
 - a) Identify opportunities for innovative museum school district partnerships between OUSD and CHABOT.
 - b) Design, develop, and implement high quality educational experiences at CHABOT and at school sites for students, teachers, and families for OUSD and the larger Bay Area, such as outdoor education programs, educator in residence programs, a linked learning/college and career program, partnerships with District high school academies, student internships and environmental/education programs.
 - c) With input from OUSD, develop a new vision and two-year strategic plan for the Education Team
 - d) Supervise the staff of approximately 15 in the Education Department.
 - e) Collaborate and support the Executive Director with fundraising and budgetary planning.
 - f) Support OUSD science events at CHABOT (e.g., Dinner with a Scientist and District K12 Science Fair)
 - g) Seek new partnerships with various OUSD schools and departments (e.g., AAMA Scientist Event, Maker Studio at Roosevelt MS)
 - h) In concert with Chabot's Executive Director, serve as a liaison to the School Board, Superintendent, and District leadership.
3. Cheung will spend 20% of his time supporting the transition of the OUSD science department, including providing transitional support for the Science Department, and overseeing and completing certain OUSD Science Department projects including but not limited to grant reports, OUSD's science website, the development of the FOSS rotation app.
4. After June 2017, Caleb Cheung will spend 100% of his time as the Director of Education at CHABOT.

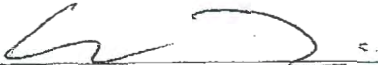
5. Cheung will remain an employee of the District during the term of this Agreement. CHABOT will pay to the District \$60,000 for each year this Agreement is in effect. The first payment of \$60,000 shall be made no later than December 1, 2016 and will be invoiced upon approval by the Board of Education of this Agreement.
6. Deputy Superintendent, Academic Social Emotional Learning shall meet with Cheung at least quarterly to evaluate the success of the Administrator on Loan program, and subject to Section 8g below, to make recommendations to the Superintendent and CHABOT of any program adjustments that may be necessary.
7. Annual Review. During the term of this Agreement, the Parties shall meet at least once on or before April 1 of the fiscal year to review the Agreement and the progress toward meeting the goals of the Administrator on Loan program, the programs to be developed for the benefit of Oakland students and to identify potential modifications in the Agreement. Any agreed modifications shall be made as provided in Section 8g below.

8. Miscellaneous Provisions

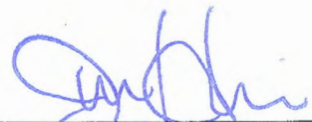
- a. **Anti-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under this AGREEMENT, CHABOT shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. CHABOT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CHABOT agrees to require like compliance by all of its subcontractor(s).
- b. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- c. **Independent Contractor.** This is not an employment contract. Cheung is an employee of OUSD and remains entitled to all the protections of California law and the California Education Code as it relates to certificated administrators.
- d. **No Rights in Third Parties.** This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- e. **Confidentiality.** The CHABOT and all CHABOT's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information and documents received that are labeled as confidential. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- f. **Choice of Laws.** This Agreement is governed by the laws of the State of California.
- g. **Modification of Agreement.** The parties may amend this Agreement in writing by mutual consent.
- h. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all other oral or written provisions.

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- i. **Severability.** If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
 - j. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:**
The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

**CHABOT SPACE AND
SCIENCE CENTER, A Joint
Powers Agency**


By: Adam T. O'Brien
Name:

OAKLAND UNIFIED SCHOOL DISTRICT


President, Board of Education


Superintendent and Secretary, Board of Education

Approved as to Form


Marion McWilliams, General Counsel

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By: OT