

Board Office Use: Legislative File Info.	
File ID Number	17-1642
Introduction Date	08/23/2017
Enactment Number	17-1184
Enactment Date	8/23/17 OR



OAKLAND UNIFIED  
SCHOOL DISTRICT

*... Schools. Thriving Students.*

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tara Gard, Deputy Chief Talent Officer, Talent Division

## Board Meeting

**Date**

**Subject**

**APPROVAL OF TEACHER RELEASE AGREEMENT**

## Action Requested

Approval by the Board of Education of the Teacher Release Agreement between the District and The Regents of the University of California, on behalf of the Berkeley College of Letters & Sciences, Oakland, CA, for the on-loan services of District employee Abraham Zellman, for the latter to provide twenty-five percent (25%) of his time in collaborative support of Math for America (MfA) Teacher-in-Residence Program, performing services, as described in the Statement of Work, for the period of July 1, 2015 through June 30, 2016, with salary and benefits costs reimbursable to the District in an amount not to exceed \$12,968.31.

## Background

*A one paragraph explanation of the the MOU.*

## Discussion

*One paragraph summary of the MOU.*

## Recommendation

Approval of Teacher Release Agreement between Oakland Unified School District and The Regents of the University of California on behalf of the Berkeley College of Letters & Sciences, Oakland, CA.

## Fiscal Impact

## Attachments

- Teacher Release Agreement
- Exhibit A Scope of Work

UNIVERSITY OF CALIFORNIA, BERKELEY  
TEACHER RELEASE AGREEMENT

THIS AGREEMENT (this "Agreement") dated JULY 1, 2015 (the "Effective Date") is 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").

BACKGROUND

A. The parties intend that a teacher employee of District will be released from teaching duties and assigned to University to undertake the duties set forth in the attached Exhibit A - Scope of Work Statement.

B. The contact information for the teacher employee is:

ABRAHAM (AVI) ZELLMAN

ERIC HAAR

Name of Individual Teacher ("Participant")

District Representative

1000 BROADWAY, SUITE 295

OAKLAND, CA 94607

Address

(510) 879-0228

Fax

(510) 879-8844

Phone

INTENDING TO BE LEGALLY BOUND, the parties agree as follows:

1. District will release Participant from his/her normal duties for the term of this Agreement in order to permit Participant to undertake the duties set forth in the attached Exhibit A - Scope of Work Statement.
2. The term of this Agreement shall commence on the Effective Date and continue until JUNE 30, 2016 ("Term").
3. During the Term, Participant shall remain an employee of District, subject to District's employment policies and procedures. District shall continue to pay Participant's full salary and benefits. University will reimburse District for such salary and benefits for services performed during the Term for University by Participant. The maximum reimbursement payable by University to District pursuant to this Agreement is \$12,968.31 unless otherwise agreed by the parties in writing.
4. District shall submit numbered invoices for reimbursement to University at the end of each calendar quarter during the Term for services during that quarter. University shall pay District within 30 days after receipt of each invoice. Invoices must reference the University's Purchase Order, and shall be submitted directly to the University's Accounts Payable Office.
5. Indemnity.

The District shall defend, indemnify and hold 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.

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.

6. Insurance.

Each party will keep in full force and effect during the term of this Agreement insurance or a funded program of self-insurance, at the expense of such party:

A. Worker's Compensation: as required under California State Law.

B. Business Automobile Liability: (MINIMUM LIMITS) for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.

C. General Liability Insurance: Commercial Form (MINIMUM LIMITS)

(1) Each Occurrence	\$1,000,000
(2) Products/Completed Operations Aggregate	\$1,000,000
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate	\$2,000,000

The above coverages referred to under B. and C. of this paragraph 6 shall include the other party, its officers, agents and employees, as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of the insured, its officers, employees, and agents. Within ten (10) days after the execution of this Agreement, each party shall furnish the other with certificates of insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to the other party of any material modification, change, or cancellation of the above insurance coverages.

If such insurance is written on a claims made form, following termination of this Agreement, coverage shall survive for a period of three (3) years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

7. FERPA Obligation.



Each party specifically acknowledges, and agrees that it and its employees will strictly abide by the legal obligations with respect to student information imposed by the Federal Family Educational Rights and Privacy Act ("FERPA"), the State of California Education Code, the State Information Practices Act, and the Policies of the Regents of the University of California, as follows:

- A. Maintain any student information solely for the purposes stated herein;
  - B. Not disclose any student information to third parties other than disclosures necessary for the party's duties and purposes;
  - C. Not disclose any confidential student information to any other third parties without the written authorization of the student or under the authority of any of the statutory exemptions to this requirement allowed under FERPA; and
  - D. Return any student information maintain about students, with any and all copies destroyed, in the event that this agreement ceases.
8. If problem related to Participant's employment shall arise during the Term, the Parties shall cooperate with each other to resolve that issue and to the extent permitted by law, shall share information and engage in best efforts toward an appropriate outcome.
  9. If University assigns duties to the Participant beyond those which are described in Exhibit A, shall be considered to be time outside of District working hours and shall not result in any cost to District.
  10. University may terminate this Agreement at will on 15 days' written notice to 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 materials 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, 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. If 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 the terms of this Agreement.
  13. This Agreement does not give the District or the Participant permission to participate in any University 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 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 Protection.

14. Neither party shall 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 such party's control.
15. The parties shall perform hereunder only in accordance with all federal, state and local laws and University policies. Failure of a party to conform to such law or policy shall be grounds for immediate termination by the non-breaching party. This Agreement may also be terminated by University if activities hereunder 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.

DISTRICT:

By

Tara Gard, Deputy Chief Talent Officer  
Name Title

Oakland Unified School District  
Name of Organization or Individual

8/1/17  
Date

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE

By

Attorney at Law

UNIVERSITY:

By

Maria Rubinshteyn  
Name Title

Business Contracts and Brand Protection  
Campus Department

7.28.15  
Date

James Harris  
President, Board of Education

Kyla R. Johnson-Trammell  
Secretary, Board of Education

## **STATEMENT OF WORK**

**Abraham (Avi) Zellman**

**July 1, 2015 through June 30, 2016**

Abraham (Avi) Zellman will spend seventy-five percent (75%) of his time teaching in his regular position in Oakland Unified School District. Avi will work twenty-five percent (25%) time with the University of California, Berkeley, Math for America (MfA) Teacher-In-Residence Program, doing the following activities:

- 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 mathematics teacher colleagues at Madison Park Business & Art Academy;
- Participate in various training opportunities to further develop teacher coaching skills; and
- Collaborate with other MfA Berkeley fellows on various mathematics and science teaching and learning topics.