PROFESSIONAL SERVICES AGREEMENT
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and
SAN LEANDRO UNIFIED SCHOOL DISTRICT

This Professional Services Agreement (this "Agreement"), dated February_____, 2016 (the "Effective Date"), is by and between The Regents of the University of California (the "University"), on behalf of The UC Berkeley History-Social Science Project, and San Leandro Unified School District ("Organization"), having a principal place of business at 835 E 14th street Suite 200, San Leandro 94577.

RECITALS

WHEREAS, the University has the experience, capabilities, and expertise necessary to perform the services contemplated by this Agreement and the performance of such services is consistent with its educational, research, and public service activities; and

WHEREAS, the Organization would like the University to provide such services.

NOW, THEREFORE, in consideration of the mutual agreements in this Agreement, the parties agree to the following:

AGREEMENT

1. **Scope of Work.**
   The University will perform the Scope of Work set forth in the attached Schedule A in accordance with applicable laws and regulations.

2. **Term and Termination.**
   A. This Agreement commences on the Effective Date and terminates on June 30, 2016, unless otherwise provided in this Agreement (the "Term").

   B. This Agreement may be terminated by a party in the event of a material breach by the other party, provided that the breach remains uncured for a period of 14 days after the party-in-breach is notified in writing of the breach.

   C. Either party may terminate this Agreement with or without cause upon 30 days' written notice to the other party; provided, however, that Organization shall pay the University for all services rendered and expenses incurred as of the date of receipt or delivery, as the case may be, of the notice of termination. In addition, if the Organization terminates this Agreement, the Organization shall pay the University for all non-cancellable obligations as of the date of delivery of the notice of termination.

   D. All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including Sections 4 (**Disclaimer of Warranty**), 5 (**Limitation of**

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Approved for form 10/7/15: OLA:DR; RS:AG
BCMS #_____

Liability), 6 (**Indemnification**), 7 (**Insurance**), 8 (**University Name, Trademark and Logos**), and 9 (**Copyright**).

3. Fees.
The fees or rates for the services to be rendered by the University and the terms of payment are set forth in Schedule A. Organization will make payments to the University within 30 days of receipt of invoices from the University.

4. Disclaimer of Warranty.
THE UNIVERSITY MAKES NO WARRANTY AS TO THE QUALITY OF OR RESULTS TO BE OBTAINED FROM ANY SERVICES AND/OR FACILITIES PROVIDED BY THE UNIVERSITY UNDER THIS AGREEMENT, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Limitation of Liability.
In no event will the University be liable for consequential, incidental, indirect, punitive or special damages, or loss of profits, data, business or goodwill, regardless of whether such liability is based on breach of contract, tort, strict liability, or other basis of law, and even if the University is advised of the likelihood of such damages**.**

6. Indemnification.
Each party shall defend, indemnify, and hold the other party 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 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. Insurance.
A. The parties shall keep in full force and effect during the Term, at each party's own expense, insurance or in the case of the University, self-insurance with coverages 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.
iii. Business Automobile Insurance with insurance coverage amount of $1,000,000 per occurrence.

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. Each party shall be named as an additional insured on the General Liability and Business Automobile insurance of the other party, in proportion to and to the extent of the negligent acts or omissions of the former party's officers, employees and agents.

E. Within thirty (30) days of the execution of this Agreement, each party shall furnish the other party with a Certificate of Insurance (the "Certificate of Insurance") evidencing compliance with the insurance provisions of this Agreement. Organization's Certificate of Insurance shall be delivered to University's representative specified in Section 12. Each party is required to give 30 days' advance written notice to such other party of any modification, change, or cancellation with respect to the Insurance.

F. The insurance requirements set forth in this Section shall not limit a party's liability.

8. University Name, Trademarks and Logos

Organization shall not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks or logos of the University, in any commercial context, including, without limitation, on products, in media (including websites), and in advertisements, in cases when such use may imply an endorsement or sponsorship of Organization, its products or services. All such uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can be reached at bcbp@berkeley.edu. This provision complies with California Education Code Section 92000.

9. Copyright.

All rights to a party's pre-existing copyrighted or copyrightable materials shall be retained by such party. All copyright rights to any works created in the performance of this Agreement ("Works") shall vest with the University. The University grants to Organization a non-transferable, royalty-free, non-exclusive license to use and reproduce the Works solely to the extent necessary to perform the obligations and activities of this Agreement. Organization will not use the Works for any other purpose without the prior written consent of the University.

10. Notice.

University's representative for all purposes shall be:
UCB History-Social Science Project
Department of History, University of California at Berkeley
2407 Dwinelle Hall
Berkeley, CA 94720-2550
(510) 643-0897
ucbhssp@berkeley.edu

Organization's representative for all purposes shall be:
Joanne Clark, Assistant Director
Teaching, Learning and Educational Equity Department
Educational Services Division
San Leandro Unified School District
835 E 14th street Suite 200
San Leandro 94577
(510) 667-3552
joanneclark@slusd.us

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.

11. Privacy.
In the event that personal information or data identifiable to an individual is used in the performance of this Agreement, both parties agree to comply with all applicable local, state and federal laws protecting the privacy of individuals.

12. 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.

13. Modification
This Agreement may only be amended by the written agreement of the parties.

14. Independent Entities
University is not a joint venturer, employee, agent or partner of Organization. Neither party will have the right to obligate or bind the other party in any manner whatsoever.

15. Force Majeure
If any party fails to timely perform its obligations under this Agreement as a result of acts of God, labor disputes, strikes, actions of governmental authority, acts of terrorism, wars, judicial orders or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for the duration of such force majeure event.

16. Waiver
Any failure of the parties to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of the parties to avail themselves of such remedies as may be available for any breach of this Agreement.

17. Assignment
Neither party may assign this Agreement without the written consent of the other party.

18. Severability

In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction, such portion shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

19. Integration

This Agreement, including any schedules and exhibits, constitutes the entire understanding and agreement between the parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the parties.

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 instrument.

21. Representation on Authority of Parties/Signatories

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each party represents and warrants to the other that the execution of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

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

SAN LEANDRO UNIFIED SCHOOL DISTRICT	**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

UC BERKELEY history-social science PROJECT UCBHSSP

SCHEDULE A

San Leandro Unified School District

Contact: Joanne Clark, Assistant Director
Teaching, Learning and Educational Equity Department
joanneclark@slusd.us / 510-504-5675

Proposed Scope of Work
Spring 2016

The UC Berkeley History-Social Science Project proposes to lead a workshop (2 sessions) for secondary History-Social Science teachers in the district on March 25. The workshop will introduce teachers to the revised framework for History-Social Science, which is awaiting final adoption, and provide time to revisit a current unit in light of the anticipated framework.

Goals:

- Identify key changes in the draft H-SS framework.
- Evaluate a current unit based on anticipated changes to the H-SS framework.

Agenda

One Full Day Two 75 minute sessions	• Introduction to framework • Backwards planning to evaluate a current unit based on anticipated changes to the framework.

Staffing Costs:

Full day $2000/day	$2000
Subtotal	**$2000**
Materials and Administrative Assistant time 10% of labor costs	$200
Total	**$2200**