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

This Professional Services Agreement (this "Agreement"), dated August 1, 2016 (the "Effective Date"), is by and between The Regents of the University of California (the "University") and San Leandro Unfied School District ("Organization"), having a principal place of business at 835 E. 14 St., Suite 200, San Leandro, CA 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, 2017, 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**

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 10. 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:

UC Berkeley History-Social Science Project
Department of History
2407 Dwinelle Hall, mc#2550
Berkeley, CA 94720
510-643-0897
ucbhssp@berkeley.edu

Organization's representative for all purposes shall be:

Joanne Clark, Teaching, Learning and Educational Equity Department
San Leandro Unified School District
835 E. 14 St. Suite 200
San Leandro, CA 94577
510-504-5675
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.

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

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

UCBHSSP proposes a scope of work with the History- Social Science teachers of San Leandro Unified School District focused on the new California History Framework. This work, detailed below is part of a larger multi-year plan that will move district teachers towards full implementation of the History- Social Science Framework in the San Leandro Unified School District. This work will include both district-wide professional development in addition to a History-Social Science Framework working group.

Year One 2016-2017	**History- Social Science Framework Working Group** o Comprised of 10 teachers and one TOSA ▪ 2-3 teachers from each school site including department chairs ▪ Meeting Dates: Sept 19th, March 21st o Twice a year meetings to discuss the H-SS Framework and plan lessons focusing on literacy and historical thinking skills o Serve as grade level facilitators during All District PD dates. o Create and revise one unit of instruction **District Wide all History- Social Science Teacher Professional Development** o Meet 2 x throughout the year ▪ Full Days - October 7th and March 31st o UCBHSSP present specific literacy and Historical Thinking strategies that align to the History- Social Science Framework o Teachers, in grade level groups, create content-dependent lessons using the strategy presented
Year Two 2017-2018	**History- Social Science Framework Working Group** o Revision and codification of vertical alignment of literacy and historical thinking skills o Create and refine multiple units of instruction o Participate in observational rounds of each other's practice

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

	o Create and grade common written assessment using a common rubric **District Wide all History- Social Science Teacher Professional Development** o Implementation of common unit plan and 2-3 lessons during 2nd quarter of 17-18 school year. o Continued acquisition of literacy and historical thinking strategies to use in the classroom. o Focus on formative assessments as a tool to drive instruction.
Year Three 2018-2019	**History- Social Science Working Group** o Serve as literacy leaders for the departmental work of unit development aligned to the History- Social Science Framework o Vetting of primary and secondary source sets to be used by teachers at each grade level o Create and give 2 common assessments: Fall 2018 working group only, Spring 2019 as part of district-wide common assessment o Grade and norm both common assessments as a guide for future work and reflect on student progress. **District Wide all History- Social Science Teacher Professional Development** o Creation, in department teams, of multiple units aligned to the History- Social Science Framework o All teachers using the vertical articulation of literacy and history thinking skills as a tool for planning and assessment. o Give common assessment Spring 2019

history-social science

Proposed Programming, Year 1

Teacher Goals for Year 1 (2016-2017):

- Increase knowledge among all San Leandro Unified History- Social Science teachers of the literacy and inquiry skills called for in the History- Social Science Framework
- Teachers in the History – Social Science Framework working group will create and refine Unit Maps, lessons, and assessments

History- Social Science Framework Working Group	
Working Group (1 facilitator @$2500/day x 2 days)* *one per quarter tentatively set for Sept 19th and March 21st	$5,000

District- Wide all teacher Professional Development	
All District Professional Development (1 facilitator @$2500 two full days: October 7th and March 31st) (1 facilitator @$500 hr*) *Follow up session with Middle Schools on April 27th 2016.	$5,500

Total for 2016-2017 District History- Social Science Framework PD	
Subtotal	**$10,500**
Admin and Materials 10% of contracted work costs.	$1,050
Total	**$ 11,550**

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