

PROFESSIONAL SERVICES AGREEMENT
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and
MT. DIABLO 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 Mt. Diablo Unified School District ("Organization"), having a principal place of business at 1936 Carlotta Dr. Concord, CA.

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:

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| 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:

Leyla Benson: Director of Personnel
Mt. Diablo Unified School District

1936 Carlotta Dr.
Concord, CA
bensoni@mdusd.org
(925) 682-8000 x4016

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:

MT. DIABLO UNIFIED SCHOOL DISTRICT

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

Mt. Diablo Unified School District
1936 Carlotta Dr. Concord, CA
Contact: Leyla Benson: Director of Personnel
bensonl@mdusd.org (925) 682-8000 X4016

2016-2017 Proposed Scope of Work

The UC Berkeley History-Social –Science Project proposes a programming for Mt. Diablo School District K-12 teachers focusing on close reading of non-fiction/informational texts across grade levels and subject matters.

Goals for Close Reading in the Common Core Classroom: A 6 Part Series for K-12th Grade Teachers

- Plan for integration of close reading strategies and non-fiction/ informational texts in CCSS-aligned units
- Develop lessons that integrate UCBHSSP literacy strategies and adapt as appropriate for increased student success
- Reflect on demands of Common Core and student needs based on a cycle of inquiry that centers student work

Series Description: UCBHSSP will offer a six-part series on close reading non-fiction/ informational texts in the Common Core classroom for grades K-12 teachers as a means of developing discipline-specific thinking among the district’s teachers and students. These workshops will focus on learning Common Core-aligned literacy strategies to develop critical thinking skills. Each workshop will build on the previous and provide time and support to develop lessons and reflect on student learning. Expectation of teacher time will be 12 hours of afternoon workshop seat time and 18 hours of individual lesson preparation, classroom delivery, and reflection upon the lesson in preparation for norming and evaluation of student work with peers. Total hours of work time will be 30 hours.

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| Session 1 September 26 th | Strategy workshop # 1 and text creation |
| Session 2 October 21 st | Strategy workshop # 2 and lesson creation |
| Session 3 November 14 th | Student Work from Workshop 2: Norming and evaluation |
| Session 4 January 23 rd | Strategy workshop # 3 and lesson creation |
| Session 5 February 6 th | Student Work from Workshop 3: Norming and evaluation |
| Session 6 March 20 th | Strategy workshop # 4 and lesson creation |

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| Session 7 April 24 th | Student Work from Workshop 4: Norming and evaluation |
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Additionally, UCBHSSP will meet 3 times with MDUSD district personnel to evaluate the effectiveness of programming. The initial meeting will be to be to set outcomes and documentation of work. The second meeting will focus on examining evidence of teacher success using the UCBHSSP literacy model. The third meeting will focus on examining data from the workshop series to determine results.

| 7 Part Close Reading in the Common Core Classroom | |
|--|---------------|
| Close Reading sessions (3:30-5:30) \$500/hour x 2 hours x 7 sessions *Based on 25 participants. Cost will increase \$500 per session if over 25 teachers attend. | \$7000 |
| 3 Meetings with district personnel to discuss evaluation of PD and review data \$200 hour x 3 meetings | \$600 |
| Materials and Administrative time @10% of labor costs | \$ 760 |
| TOTAL COST | \$8360 |