

SERVICES AGREEMENT
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and
ALAMEDA UNIFIED SCHOOL DISTRICT

This Services Agreement ("**Agreement**"), effective as of JUNE 29, 2019 ("**Effective Date**"), is by and between The Regents of the University of California, a California public corporation ("**University**"), on behalf of its UC BERKELEY HISTORY-SOCIAL SCIENCE PROJECT at its Berkeley campus, and ALAMEDA UNIFIED SCHOOL DISTRICT ("**ALAMEDA**"), having a principal place of business at 2060 CHALLENGER DR., ALAMEDA, CA 94501. "**Party**" hereinafter refers to each Party individually, or collectively as "**Parties**."

BACKGROUND

A. The University has the experience and capabilities 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

B. ALAMEDA would like the University to provide the services as set forth in this Agreement.

In consideration of the mutual covenants, terms and conditions in this Agreement, the Parties agree to the following:

AGREEMENT

1. Scope of Work

The University will perform the services and, if applicable, provide the deliverables set forth in the attached Exhibit A, incorporated by reference and made a part of this Agreement.

2. Fees

The fees or rates for the services to be rendered by the University are set forth in Exhibit A. ALAMEDA will pay the University within 30 days from the date of University's invoices. Past due payments will accrue a 1% service charge per month. University will submit all invoices to ALAMEDA's representative listed in Section 15 (**Notice**). All payments from ALAMEDA to the University will be made by check payable to "The Regents of the University of California" to an address specified in the invoice or by wire transfer to an account specified in the invoice.

3. Term and Termination

3.1 This Agreement commences on the Effective Date and terminates one year from the Effective Date or on JUNE 30, 2020, whichever is later ("**Term**"), unless earlier terminated in accordance with the terms of this Agreement.

3.2 This Agreement may be terminated by either Party in the event the other Party is in breach of any material term of this Agreement and has failed to cure such breach within 30 days after notice thereof. ALAMEDA's failure to pay any undisputed payment when due under this Agreement will constitute a "material breach" of this Agreement for the purposes of this provision.

3.3 University may terminate this Agreement with or without cause upon 30 days' written notice to ALAMEDA. ALAMEDA will pay the University for all services rendered and expenses incurred as of the date the notice of termination was sent.

3.4 All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including but not limited to, Sections 4 (Copyright), 5 (University Name, Trademarks and Logos), 6 (Disclaimer of Warranty), 7 (Limitations of Liability), 8 (Indemnification), 9 (Insurance), and 10 (Confidentiality).

4. Copyright

All rights to a Party's pre-existing copyrighted or copyrightable materials (or derivative works thereof) will be retained by such Party. All copyright rights to any works created in the performance of this Agreement ("Works") will vest with the University as a "work made for hire" under U.S. copyright law. If it is determined that the University is not the owner of such Works under the "work made for hire" doctrine, ALAMEDA hereby irrevocably assigns to the University all right, title, and interest (including copyright rights) to and in such Works. The University grants to ALAMEDA a non-transferable, royalty-free, non-exclusive license to use the Works solely for internal business purposes. ALAMEDA will not use the Works for any other purpose without the prior written consent of the University.

5. University Name, Trademarks and Logos

ALAMEDA will not use the name of the University of California ("UC"), any abbreviation thereof, any name of which "University of California" is a part, or any trademarks or logos of the University ("University Marks"), in any commercial context (including, without limitation, on products, in media (including websites), and in advertisements), or in cases when such use may imply an endorsement or sponsorship of ALAMEDA, 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. At all times, ALAMEDA agrees to comply with California Education Code Section 92000.

University Marks are and will remain exclusively the property of the University. ALAMEDA will not, either directly or indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and ALAMEDA hereby expressly waives any right which it may have in University Marks. ALAMEDA recognizes the University's exclusive ownership of University Marks.

6. Disclaimer of Warranty

Except as expressly set forth otherwise in this Agreement, the University makes no warranties, either express or implied, as to the services, the deliverables, or the results provided under this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. ALAMEDA acknowledges that the services, the deliverables, and the results are provided on an "as is" basis and without warranties of any kind. ALAMEDA further acknowledges that it uses such services, deliverables, and results at its own risk. The University will bear no responsibility for the success or failure of the services, deliverables, or results.

7. Limitations of Liability

Neither Party shall be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages of any kind arising out of or in any way related to this agreement, whether in warranty, tort, contract, or otherwise, including, without limitation, loss of profits or loss of good will, whether or not the other Party has been advised of the possibility of such damages and whether or not such damages were foreseeable.

8. Indemnification

Each Party will defend, indemnify, and hold the other Party, 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 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 acts of the Party, its officers, agents, or employees. The Party seeking indemnification agrees to provide the other Party with prompt notice of any such Claim and to permit the indemnifying Party to defend any claim or action, and to cooperate fully in such defense. The indemnifying Party will not settle or consent to the entry of any judgment in any Claim without the consent of the other Party, and such consent will not be unreasonably withheld, conditioned, or delayed.

If ALAMEDA is providing any materials to University in the performance of this Agreement, pursuant to Section 12 (**Materials Provided by ALAMEDA**) below, ALAMEDA will indemnify, defend, and hold harmless the University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that ALAMEDA Materials (defined in Section 12 below) or the University's use of ALAMEDA Materials constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The University retains the right to participate in the defense against any such suit or action, and ALAMEDA will not settle any such suit or action without the University's consent.

9. Insurance

9.1 The Parties will 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"):

A. Commercial Form General Liability Insurance with minimum limits as follows:

i. Each Occurrence	\$1,000,000
ii. Products/Completed Operations Aggregate	\$2,000,000
iii. Personal and Advertising Injury	\$1,000,000
iv. General Aggregate	\$2,000,000

B. Workers Compensation as required by applicable law.

C. If a representative of [SHORT NAME] will be driving on campus, Business Automobile Insurance with insurance coverage amount of \$1,000,000 per occurrence will be required.

9.2 If the Insurance is written on a claims-made form, it will continue for three (3) years following termination of this Agreement.

9.3 The Insurance will provide for a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.

9.4 Within thirty (30) days of the execution of this Agreement, each Party will furnish the other Party with a Certificate of Insurance ("**Certificate of Insurance**") evidencing compliance with the insurance provisions of this Agreement. ALAMEDA's Certificate of Insurance will be delivered to University's representative specified in the Section 15 (Notice). Each Party is required to give thirty (30) days' advance written notice to such other Party of any modification, change, or cancellation with respect to the Insurance.

9.5 The insurance requirements set forth in this Section will not limit a Party's liability.

10. Confidentiality

"**Confidential Information**" is defined as non-public information that (i) a Party considers confidential or proprietary; and (ii) is marked "Confidential" or "Proprietary." If a Party discloses Confidential Information orally, the disclosing Party will indicate its confidentiality at the time of disclosure and will confirm such in writing within ten (10) days of the disclosure. Unless otherwise mandated by law, court order, or Public Records Act request, each Party will not disclose the other Party's Confidential Information to any third party, and each Party will only use the other Party's Confidential Information to the extent necessary to perform this Agreement. The receiving Party's confidentiality and use obligations will extend for a period of one [1] year from the date of receipt of the disclosing Party's Confidential Information.

11. Export Control and Biohazardous Materials

If any of the materials and/or information provided to the University by ALAMEDA ("**Export Materials**") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774); controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Export Materials, ALAMEDA will provide the University contact in Section 15 (Notice) with written notification that identifies such Export Materials, including their export classification, prior to disclosure.

12. Materials Provided by ALAMEDA

In the event the University is producing deliverables or providing services that require ALAMEDA to furnish or supply the University with parts, goods, data, specifications, components, programs, practices, methods, Export Materials, or other property under this Agreement (collectively, "**ALAMEDA Materials**"), ALAMEDA warrants that ALAMEDA Materials will: (1) conform to the requirements of this Agreement, including all descriptions, specifications, and attachments made a part hereof, and (2) will not infringe any third party rights. The University's acceptance of ALAMEDA Materials will not relieve ALAMEDA from its obligations under this warranty.

13. Data Security and Privacy

The Parties do not anticipate providing or exchanging any personally identifiable information or data identifiable to an individual ("**Protected Information**") in the performance of this Agreement. In the event that any Protected Information is revealed, shared or exchanged, each Party agrees to comply with all applicable local, state, federal and international laws regarding

Protected Information, and the Parties will agree that supplemental agreements may be required to govern such use.

14. Miscellaneous

14.1 Governing Law

This Agreement will be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions. Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought will be exclusively in the County of Alameda.

14.2 Relationship of the Parties

In the performance of this Agreement, the Parties, and their officers, agents and employees, will act as independent contractors. Nothing in this Agreement will create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes.

14.3 Force Majeure

If any Party fails to timely perform its obligations under this Agreement because of natural disasters, 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 will be excused for the duration of such force majeure event.

14.4 Assignment

Neither Party may assign this Agreement without the written consent of the other Party.

14.5 Severability

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

14.6 Integration

This Agreement, including any exhibits, constitutes the entire understanding and agreement between the Parties as to all matters contained herein, and supersedes all prior agreements, representations and understandings of the Parties. The parties may utilize their standard forms of purchase orders, invoices, quotations and other such forms in administering this Agreement, but any of the terms and conditions printed or otherwise appearing on such forms will not be applicable and will be void. Modifications, including additions or revision of any terms and conditions may only be made by a written agreement signed by both Parties that expressly states in the title of such document an intent to amend this Agreement.

14.7 Waiver

No waiver of any provision of this Agreement will be effective unless made in writing and signed by the waiving party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, will not

prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

14.8 Counterparts

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which will be deemed an original and all of which together will constitute one instrument.

14.9 Headings

Article and Section headings used in this Agreement are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

15. Notice

All notices under this Agreement must be in writing, and must be mailed or delivered by hand or recognized overnight delivery service to the Party to whom such notice is being given. Any such notice will be considered to have been given when received by the Party to whom notice is given or upon receipt by the sending Party of written confirmation of refusal of delivery by the Party to whom notice is sent.

University's representative for all purposes will be:

ANDREA EUBANKS – OFFICE ADMINISTRATOR
UCBHSSP
DEPARTMENT OF HISTORY
3229 DWINELLE HALL
BERKELEY, CA 94720-2550
510-643-0897
UCBHSSP@BERKELEY.EDU

ALAMEDA's representative for all purposes will be:

TERRI ELKIN – COORDINATOR, SECONDARY EDUCATION
ALAMEDA UNIFIED SCHOOL DISTRICT
2060 CHALLENGER DRIVE
ALAMEDA, CA 94501
510-337-7119
TELKIN@ALAMEDAUNIFIED.ORG

[signature page follows]

16. 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 duly authorized Parties have executed this Agreement as of the Effective Date.

ALAMEDA UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

UC Berkeley History-Social Science Project and the Alameda Unified School District Programming for School Year 2019-2020

AUSD Contact: Shirley Clem , Coordinator, Elementary Education, 510-337-7154 sclem@alamedaunified.org

AUSD Contact: Terri Elkin, Coordinator, Secondary Education, 510-337-7119, telkin@alamedaunified.org

AUSD Contact: Stephen Fong: Chief Academic Officer, sfong@alamedaunified.org

UCBHSSP Contact: Devin Hess, Academic Coordinator - dhess@berkeley.edu / 510.774-5457

June 29, 2019

The UCB History-Social Science Project is pleased to offer the following proposal to provide professional development for history instruction in the district. The primary goal is to support the implementation of the California History-Social Science Framework adopted in 2016 as the basis for lesson planning and the piloting, adoption and utilization of new H-SS curricular materials.

To support implementation of CA H-SS Framework, the UCBHSSP will work separately with K-5 and 6-12 teachers to provide professional development with the following goals:

1. Shift to inquiry-based teaching with a focus on the development of historical thinking. Provide the pedagogical underpinning for this approach; examples of inquiry-based materials; and scaffolds for backwards planning inquiry-based instruction at the course, unit and lesson levels.
2. Modification of content at various grade levels (including the FAIR Act incorporating LGBT history and history of people with disabilities at multiple grade levels).
3. Integration of literacy support for all learners, especially ELL students.
4. Inclusion of 'civic engagement' as a theme to connect and engage students with relevant real-world issues. The 6-12 cohort in particular will focus on integrating the current social/political context into the courses and apply historical content and analytical models to support student response to contemporary issues faced by the students.
5. Scaffold the creation and piloting of model curricular materials aligned to the new Framework that:
 - a. Integrate literacy and inquiry strategies to align instructional practices.
 - b. Meet the needs of the broadest range of learners.
 - c. Utilize assessments that align with new instructional practice.
 - d. Use the cycle of instruction to guide lesson revision.

Reference Materials:

1. UCBHSSP PD Model:
 - a. UCBHSSP - "What We Do" Overview
 - b. UCBHSSP Integrated Literacy/Tech PD Guiding Principles
 - c. Common-Core Aligned Information & Media Technology Tools & Strategies (diagram)
 - d. Sample District Literacy-Tech Integrated PD Proposal (diagram)
2. History-SS Framework:
 - a. Shifting Instruction - Overview of the new Framework. Nancy McTygue, CHSSP Executive Director
 - b. The Futile Quest for Coverage - Beth Slutsky, CHSSP Academic Program Coordinator

**UC Berkeley History-Social Science Project
and the Alameda Unified School District
Programming for School Year 2019-2020**

BUDGET - Alameda Unified School District 2019-2020

Description	Count	Unit	Unit Rate	Extended
Professional Development Sessions				
Lead Facilitator, Full Day K-5 (Aug. 12 Intro + 3 TBD)	4	day	\$3,000	\$12,000
Lead Facilitator, Full Day 6-12 (Dates TBD)	4	day	\$3,000	\$12,000
Lead Facilitator, Afternoon Session K-5 (TBD)	2	PM session	\$1,300	\$2,600
			Sub Total	\$26,600
Administrative Costs @ 10%				2,660
		Total Contract:		\$29,260

***Please review our guidelines for establishing agreements
with the UC Berkeley History-Social Science Project.***