

The following form contains fillable fields. All other portions of the form are password-protected and may not be edited.

Please contact CCASN's representative, as specified below, if you seek modifications to any of the terms. We will consider the request and respond accordingly.

CONTRACT FOR
East Bay Innovation Academy

Institution (“Client”): East Bay Innovation Academy

Contact Person: Zach Powers

Address: 3800 Mountain Blvd.

City/State/Zip: Oakland, CA 94619

Telephone: 510-577-9557

Facsimile:

Email: zpowers@eastbayia.org

Title of Service: Linked Learning Pathway consulting by Patricia Clark

Effective Date: 11/5/2019

Termination Date: 6/30/2020

Description of Services: See Scope of Work beginning on Page 3 of 3

Total Fee to University: \$ 15000

A copy of the signed contract must be emailed prior to the date of service. Once the service has been completed, an invoice will be sent and payment is due to CCASN within thirty (30) days of the invoice date.

Please make checks payable to "**Regents of the University of California**", Federal Tax I.D. #94-6002123.

E-mail a scan of the signed Contract to Carrie Collins at ccollins@berkeley.edu

For questions regarding this contract, or about the program, please call Carrie Collins at (510) 643-5748 Monday-Friday between 9:00 a.m. and 5:00 p.m., FAX (510) 642-2124.

This contract must be signed in order to be processed. Please sign and return.

College & Career Academy Support Network (CCASN)

This Agreement, effective as of the last date of signing below, sets forth the terms and conditions for The Regents of the University of California on behalf of its Berkeley Campus Graduate School of Education College & Career Academy Support Network (“CCASN” or “University”) to provide Client certain services during the CCASN Performance Dates as set forth herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which will constitute one and the same Agreement. A faxed or scanned signature will be treated as an original.

1. **INDEPENDENT CONTRACTOR STATUS.** This Agreement is by and between two independent contractors and is not intended to and will not be construed to create the relationship of agent, employee, partnership, joint venture, or association.
2. **DISCLAIMER OF WARRANTY.** UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. University will not be liable for any costs, damages, fees or other liability, nor for any direct, indirect, special, incidental or consequential damages (including lost profits) with respect to any claims by Client or any third party on account of or arising from the performance of this Agreement. Client acknowledges and accepts that University services are provided on an as-is basis.
3. **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 attorney’s 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, attorney’s 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, employees, or agents.
4. **INSURANCE.** Each party will maintain a program of general liability insurance or self-insurance, including automobile coverage, in such amount as may be reasonably necessary to assure compliance with the indemnification provision above. If requested, each party agrees to provide the other with a certificate of insurance or self-insurance, documenting such insurance coverage, upon signing of this contract.
5. **INTELLECTUAL PROPERTY.** The Regents of the University of California will retain all rights, title, and interest in and to any and all intellectual property delivered or generated in the course of providing services to Client, and no transfer of such intellectual property will be made by such performance or generation.
6. **USE OF UNIVERSITY NAME.** (a) Client may 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 of the University, in any commercial context, such as may appear on products, in media (including web sites) and print advertisements in cases when such use may imply an endorsement or sponsorship of Client or Client’s program, products or services. All uses of the University’s name, trademarks and logos, therefore, must first receive prior written consent of the University through its office of Business Contracts and Brand Protection. This provision is in compliance with the State of California Education Code Section 92000. (b) Client may use factual information such as the name and location of CCASN and factual information about University participants to describe their roles in providing the services under this Agreement.
7. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein, and any related purchase order or requirements document. Any modification to this Agreement must be made in writing and signed by the authorized representatives of the parties.
8. **GOVERNING LAW.** This Agreement will be governed by the laws of the State of California.
9. **REPRESENTATIONS AND WARRANTIES.** The individual signing this agreement on behalf of Client represents and warrants that s/he is duly authorized to execute and deliver this Agreement and, if applicable, that Client is duly authorized to represent third parties receiving LHS services hereunder.
10. **CANCELLATION.** A cancellation fee will apply to cancellations that are made by Client before the scheduled service. The cancellation fee is: 10% of total program cost for cancellations made less than 8 weeks before the service date, 20% of total program costs for cancellations made less than 4 weeks before the service date, or 50% of total program costs for cancellations made less than 2 weeks before the service date. Client will be responsible for any non-cancelable obligations incurred by CCASN before cancellation.

CLIENT
East Bay Innovation Academy

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Signature

Date

Signature

Date

Name/Title



**Scope of Work and Cost Estimate for
Support of Linked Learning Pathway Design and Implementation
For East Bay Innovation Academy (EBIA) – Upper School
November 5, 2019– June 30, 2020**

The College and Career Academy Support Network (CCASN) of the University of California Berkeley, Graduate School of Education agrees to support East Bay Innovation Academy (EBIA) in building the knowledge, skills and capacity of EBIA leadership, teachers, staff, and stakeholders in effective Linked Learning pathway design and implementation and in the successful implementation and certification of a Linked Learning pathway.

A CCASN Linked Learning/pathway design and implementation expert – consultant (Patricia Clark) will provide up to ten (10) full days of support provider services. These services are included in the scope of work which follows.

Services are inclusive of all travel time and travel-related expenses.

CCASN will only invoice for actual work completed.

CCASN will provide a work log to document the provision of Linked Learning support services.

SCOPE OF WORK

CCASN will:

- Partner with East Bay Innovation Academy leadership, faculty, staff, students, and community stakeholders to continue the work to design and implement a successful Linked Learning pathway
- Cooperatively develop and implement a Linked Learning pathway action plan that meets the pathway development needs of East Bay Innovation Academy and supports a cycle of continuous improvement aligned with elements of high quality pathways
- Support the work of East Bay Innovation Academy to build Linked Learning knowledge, skill, and capacity among all stakeholders
- Support the pathway development work of the East Bay Innovation Academy – Upper School administration and the Pathway Design/Measure N Team (as appropriate)
- Support the work of the evolving pathway community of practice

- Support the work of East Bay Innovation Academy to develop a viable pathway program of study, including a sequence of high quality career-technical education courses
- Support the work of East Bay Innovation Academy to design and integrate interdisciplinary teaching and learning, project-based learning, and other forms of inquiry learning and authentic assessment that reflect the Linked Learning Behaviors of Leading, Learning, and Teaching into the East Bay Innovation Academy teaching and learning framework.
- Support the work of East Bay Innovation Academy to continuously enhance supports for student success in the pathway program of study
- Support the work of East Bay Innovation Academy to increase student access to and success in a-g courses
- Support the work of East Bay Innovation Academy to continuously strengthen a college and career success culture and student readiness for college, career, and civic life
- Support the work of East Bay Innovation Academy to build and strengthen industry, postsecondary, and community partnerships which support student learning and successful pathway implementation
- Support the work of East Bay Innovation Academy to build and strengthen work-based learning opportunities, to enhance the learning in work-based learning, and to deepen the connection between work-based learning and classroom learning
- (If appropriate) Support the work of East Bay Innovation Academy to refine and further actualize an East Bay Innovation Academy Graduate Profile
- Support the work of East Bay Innovation Academy to develop and submit evidence to advance toward Linked Learning Pathway Silver Certification
- Support the work of East Bay Innovation Academy to develop and submit evidence to advance toward Linked Learning Pathway Gold Certification.
- Provide access to CCASN tools and resources as well as other research and resources that support high quality pathway development work

COST ESTIMATES AND AGREEMENTS

A CCASN Linked Learning expert-consultant (Patricia Clark) will provide up to ten (10) days of direct consultant/ pathway support services at a daily rate of \$1500 a day, for a total cost of \$15,000. This cost is inclusive of travel time and travel expenses. CCASN will only invoice for work actually completed.

TOTAL COST, not to exceed: \$ 15,000.

OTHER PROVISIONS

- ❑ CCASN's daily rate is inclusive of travel time, and all travel expenses as well as telephone, technology, and insurance.
- ❑ The CCASN contact for the UC Berkeley contracting process/signatures, etc. is: Carrie Collins, College & Career Academy Support Network, Graduate School of Education, University of California Berkeley, 2121 Berkeley Way, 4th Floor, Berkeley, CA 94720-1670. ccollins@berkeley.edu 1.510.643.5748
- ❑ Payment of services should be made to "The Regents of the University of California" c/o Carrie Collins, College & Career Academy Support Network (CCASN), Graduate School of

Education, University of California Berkeley, 2121 Berkeley Way, 4th Floor, Berkeley, CA 94720-1670.

□ Lead Contact persons for this contract are:

- Michelle Cho, Chief Operating Officer (COO) & Chief Financial Officer (CFO), East Bay Innovation Academy (EBIA), 3400 Malcolm Avenue, Oakland 94605-5353 Michelle.cho@eastbayia.org 510.577.9557, Ext. 117
- Dean Marolia-Turner, Head of School, East Bay Innovation Academy (EBIA), 3400 Malcom Avenue, Oakland, CA 94605-5353 dean.marolia-turner@eastbayia.org 510.577.9557
- Zach Powers, Director of Instruction, 3400 Malcolm Avenue, Oakland 94605-5353 zpowers@eastbayia.org 510.577.9557
- Patricia Clark, Director for Learning and Teaching, College & Career Academy Support Network (CCASN), Graduate School of Education, University of California, Berkeley, 2121 Berkeley Way, 4th Floor, Berkeley, CA 94720-1570. Patricia510@gmail.com patriciaaclark@berkeley.edu 1.510.504.3826
- Dr. Tameka McGlawn, Executive Director, College & Career Academy Support Network (CCASN), Graduate School of Education, University of California, Berkeley, 2121 Berkeley Way, 4th Floor, Berkeley, CA 94720-1570. Dr.McGlawn@berkeley.edu
- (UCB/CCASN Contact for contract, invoice, and payment) Carrie Collins, Administrator, College and Career Academy Support Network (CCASN), Graduate School of Education, University of California Berkeley, 2121 Berkeley Way, 4th Floor, Berkeley, CA 94720-1570. ccollins@berkeley.edu 1.510.643.5748