

## SUBSTITUTE TEACHER AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("**University**") on behalf of its Davis campus School of Education ("**Facility**") and DAVIS JOINT UNIFIED SCHOOL DISTRICT ("**School District**").

The parties agree as follows:

- 1. SERVICES.** School District shall provide substitute teachers to allow for release time for master teachers to provide the services as more fully described in "**Exhibit A**", attached hereto and incorporated herein. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
- 2. TERM.** The period of performance for this Agreement shall be, as needed, during the period starting October 24, 2019 through June 30, 2020.
- 3. COMPENSATION/PAYMENT.** For services, School District shall be paid the fees described in Exhibit A. Except as set forth in this section, such compensation shall be payable in arrears and upon invoice. Final payment will be withheld pending completion of the work. Invoices with the University identifying number of this contract may be submitted to the School of Education, One Shields Avenue, Davis, CA 95616.
- 4. EXPENSES.** School District shall provide, at their own expense, all labor, equipment, transportation, materials, and related services as are necessary to perform their obligations pursuant to this Agreement.
- 5. TERMINATION.** This Agreement may be terminated by either party upon five (5) days' notice to the other. If the services described in this Agreement are not performed to the sole satisfaction of University, University may terminate this Agreement immediately upon written notification to Independent School District. If this Agreement is terminated at any time during the Agreement period, School District will be compensated for all completed services rendered up to and including their last day of service. University reserves the right to determine what shall be deemed completed services.
- 6. INDEPENDENT CONTRACTOR STATUS.** Both parties agree that in the performance of this Agreement the School District will not be an agent or employee of University, will not be covered by University's Worker's Compensation Insurance or Unemployment Insurance, is not eligible to participate in University's retirement programs, nor shall they be entitled to any other University benefits.
- 7. INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS.**  
A. School District acknowledges and agrees that any deliverables provided to University by School District in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "**Deliverables**") will be owned by University. The Deliverables will be considered a "work made for hire" under U.S. copyright law and all title, interest, and rights to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will

be owned by University. In the event that it is determined that University is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, School District hereby irrevocably assigns to University all rights, title, and interest to and in such Deliverables and any copyrights or trademarks thereto. School District further agrees to promptly execute any additional documents or forms that may be required by University in order to effectuate said assignment and to allow University to register the works with the U.S. Copyright Office or the U.S. Patent and Trademark Office. School District also hereby assigns any potentially patentable inventions made by School District in the performance of the Agreement.

B. The Deliverables must be new and original. School District must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "**Pre-Existing Materials**") in the Deliverables without University's prior written permission. In the event that School District uses any Pre-Existing Materials in the Deliverables in which School District has an ownership interest, University is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.

C. Whenever any invention or discovery is made or conceived by School District in the course of or in connection with this Agreement, School District will promptly furnish University complete information with respect thereto and University will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result. School District will, at University expense, execute all documents and do all things necessary or proper with respect to such patent applications. School District is specifically subject to an obligation to assign all right, title and interest in any such patent rights to University as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.

**8. CONFLICT OF INTEREST.** School District affirms that, to the best of School District's knowledge, no University employee who has participated in University's decision-making concerning the Agreement has an "economic interest" in the Agreement or the School District. A University employee's "economic interest" means (a) an investment worth \$2,000 or more in the School District or affiliate, (b) a position as director, officer, partner, trustee, employee or manager of the School District or affiliate, (c) receipt during the past twelve (12) months of \$500 in income or \$440 in gifts from the School District or affiliate, or (d) a personal financial benefit from the Agreement in the amount of \$250 or more. In the event of a change in these economic interests, School District will provide written notice to University within thirty (30) days after such change, noting such changes.

## **9. CONFIDENTIALITY.**

9.1 Unauthorized Disclosure. The work product produced under this Agreement, shall remain private and confidential as between the parties. School District shall not disclose any work product to anyone not a party to this Agreement.

9.2 Confidential Information Defined. School District shall keep confidential any information provided by University and marked "**Confidential Information**" or any information conveyed orally to School District by University with notification of its confidentiality, and followed by a written communication within five days affirming that information as Confidential Information. This paragraph shall not apply to any of the following:

- i. Information which School District can demonstrate by written records was known to School District prior to the effective date of this Agreement;
- ii. Information that is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other act or omission of School District; or
- iii. Information that is obtained lawfully from a third party.
- iii. Information that is not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.).

**10. INDEMNIFICATION.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from 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.

**11. INSURANCE.** It is understood and agreed that the School District and University of California maintain insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

**12. NOTIFICATION.** Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, postage prepaid, or by personal service or as may otherwise be permitted by law, at the following addresses:

**UNIVERSITY**

Valerie Roque  
University of California  
Business Contracts-Service  
One Shields Avenue  
Davis, CA 95616  
E-mail: [vroque@ucdavis.edu](mailto:vroque@ucdavis.edu)

**SCHOOL DISTRICT**

Cheryl Ozga  
Administrative Assistant  
Davis Joint Unified School District  
526 B Street  
Davis, CA 95616  
E-mail: [cozga@djusd.net](mailto:cozga@djusd.net)

Either party may change its address by written notice to the other during the term.

**13. FEDERAL EXCLUSION WARRANTY.** School District warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Non-procurement Programs (<http://epls.arnet.gov/PrivacyActProvisionsEPLS.html>). This Agreement shall be subject to immediate termination in the event that Independent School District is excluded from participation in any federal healthcare or procurement program.

**14. FEDERAL CONTRACT COMPLIANCE.** If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, School District shall comply with all terms and conditions applicable to recipients of such funds and their School Districts.

**15. AUDIT.** Any Agreement resulting from this RFP shall be subject to examination and audit by the University of California and the State of California for a period of five (5) years after final payment. The examination and audit shall be confined to those matters connected with the performance of the Agreement, including but not limited to, the costs of administering the Agreement.

**16. GOVERNING LAW.** California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction for any and all actions arising out of or brought under the Agreement is in a court of competent jurisdiction, federal or state, situated in the county in the State of California in which the University campus is located or, where the procurement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

**17. FORCE MAJEURE.** Neither party shall be liable for damages suffered by the other party because of University's or School District's failure to perform if failure is due to any cause beyond that party's control.

**18. ASSIGNMENT.** School District may not assign or transfer this Agreement, or any interest or claim, without the prior written approval of University, and any decision to grant or withhold such approval shall be within University's sole discretion. The terms and conditions of this Agreement shall be binding upon any assignee or transferee.

**19. EQUAL OPPORTUNITY AFFIRMATIVE ACTION.** School District will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, School District will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, School District agrees to adhere to the California Fair Employment and Housing Act. School District will provide University on request a breakdown of its labor force by groups as specified by UNIVERSITY, and will discuss with University its policies and practices relating to its affirmative action programs. School District will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

**20. TAXPAYER IDENTIFICATION NUMBER.** California Public Contract Code Section 10518 requires School District (vendor) who enters into a contract with the University of California for \$10,000 or more shall list their Taxpayer Identification Number (Federal Employer Identification Number or Social Security Number, if applicable) on each contract or PO. The number shall remain unchanged regardless of future name changes. Pursuant to the Federal Privacy Act of 1974, and the California Information Practices Act of 1977 you are hereby notified that disclosure of your social security number and/or your Employer Identification Number is required pursuant to Sections 6109, 6011 and 6051 of

Subtitle F of the Internal Revenue Code and pursuant to Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The social security number is used to verify your identity. The principal uses of the number shall be to report payments and income taxes withheld to Federal and State governments.

21. **ENTIRE AGREEMENT.** This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

**AGREED AND ACCEPTED:**

DAVIS JOINT UNIFIED  
SCHOOL DISTRICT

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_  
(authorized signatory)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Steven Kobayashi  
Associate Director  
Procurement & Contracting Services  
UC Davis

Date: \_\_\_\_\_

## **Exhibit A**

### **Scope of Work**

#### **School of Education**

**Contact Name:** Akemi Joe

**Address:** 1 Shields  
Ave

**Davis, CA 95616-5270**

**Phone:** 530-752-0481

**Email:** anjoe@ucdavis.edu

#### **Contractor**

**Name:** DAVIS Joint Unified School District  
C/O Cheryl Ozga

**Address:** 526 B Street

**Davis, CA 95616**

**Phone:** 530-757-5300 x 122

**Email:** cozga@djusd.net

**Agreement Amount:** This Open PO is not to exceed 30 days of release time, with a not to exceed daily amount of \$160.

**Agreement Start Date:** 10/24/2019

**Agreement End Date:** 6/30/2022

#### **(Payment Schedule)**

The School District will send invoice with details upon release of Master Teachers

#### **Roles and Responsibilities of each party:**

Provide Substitute teachers master teachers who will be released from classrooms to attend workshop or conference and/ or conduct presentations for the School of Education.

The University will provide:

Payment for substitute teachers costs to the School District within 30 days upon receipt of invoice from the District.

#### **The services will be provided at the following date(s), time(s) and location(s):**

Specific dates and times to be determined between the subject matter project director/PI and the teacher who is being released for the consultation and /or presentation. Specific dates are dependent upon when work will take place as needed by the faculty and all details will be captured in the APO created for each request.

**Will the district/teacher use University Equipment?** ☒ NO ☐ YES (if yes, describe):

**Are there project milestones?** ☒ NO ☐ YES (if yes, describe):

**Is it anticipated that additional work will result from the outcome of this project?**

☒ NO ☐ YES (if yes, describe):

**Who will own the work product resulting from the services provided?** (The general rule is that the University owns the work, including any resulting copyright)

☐ University ☐ Contractor ☒ N/A