



UNIVERSITY OF CALIFORNIA

**Sales and Service Agreement
Between
Newport Mesa Unified School District
and
The Regents of the University of California
University of California, Irvine
(9/2016)**

This Agreement for Mathematics consultative services and training is by and between The Regents of the University of California, a corporation as established by Article IX, section 9, of the California State Constitution, on behalf of the University of California, Irvine campus **Irvine Math Project** (hereinafter "University") and **Newport Mesa Unified School District, 2985 Bear Street, Costa Mesa, CA 92626** (hereinafter "Buyer").

I. SCOPE OF WORK

University shall provide math professional development, curriculum revisions and TOSA support as outlined in Appendix A.

All work is being performed by the University on a best efforts basis, and the University makes no warranty regarding the outcome of the work specified herein.

II. PERIOD OF PERFORMANCE

- A. The period of performance of this Agreement shall commence on July 1, 2016 and continue through **June 30, 2017**.
- B. Either the University or the Buyer may terminate this Agreement at any time, without cause, by giving the other **30** days written notice of such action. If terminated prior to completion, the University shall, in thirty (30) days, receive full payment from Buyer for all costs incurred under this Agreement up to and including the date of termination.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- A. Rate: Click to enter rate.

The total amount of this Agreement is \$ 3,300.00.

- B. Payments shall be made to the University based on the following schedule:
Invoice June 2017

- C. Payment checks shall reference this Agreement and be issued to the **Regents of the University of California** and mailed to:

Karajeon Hyde, Irvine Math Project
University of California, Irvine

IV. TERMS AND CONDITIONS

A. Indemnification

Except as otherwise limited herein, University shall defend, indemnify and hold harmless Buyer, its officers, employees, and agents 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 (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

Buyer shall defend, indemnify and hold harmless University, its officers, employees, and agents 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 (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of Buyer, its officers, employees, or agents.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

B. Insurance

1. Buyer shall provide proof of insurance, naming the University as additional insured, showing amounts of coverage as follows:

Broad Form Commercial General Liability Insurance (Contractual Liability Included):

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000

2. The University shall maintain self-insurance covering its activities under this Agreement in an amount not less than \$1,000,000 per occurrence.

C. WARRANTY

THE PRODUCTS AND SERVICES UNDER THIS AGREEMENT ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED. IN NO EVENT IS THE REGENTS OF THE UNIVERSITY OF CALIFORNIA LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THE PRODUCTS AND SERVICES CONTRACTED FOR HEREIN.

D. Conflict of Interest

Buyer affirms that there exists no actual or potential conflict of interest between the parties, including the financial interests of their officers, agents, or employees.

Any question regarding a possible conflict of interest will be raised with the University.

E. Equal Opportunity Affirmative Action

Buyer will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Buyer 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, Buyer agrees to adhere to the California Fair Employment and Housing Act. Buyer will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Buyer 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.

F. Cooperation

University and Buyer shall cooperate in the event of any legal action or claim made by a third party that may result from activities relating to the performance of this Agreement.

G. Compliance

1. University and Buyer agree to comply with all applicable federal, state, and local laws, regulations and codes in the performance of this Agreement.
2. Buyer warrants that any and all of its work being submitted under this Agreement comply with all U.S. export control laws and regulations. Buyer shall notify University in writing to exportcontrol@research.uci.edu if any ITAR or EAR restricted technology or data is to be provided to University under this Agreement or if data that Buyer is requesting University to produce during the course of work under this Agreement is expected to be ITAR or EAR restricted. University shall have the right to decline ITAR or EAR restricted technology or data or tasks requiring production of such information.

H. Force Majeure

University shall not be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond its reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military

authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts; inability to secure materials and supplies, transportation facilities, fuel or energy shortages, or acts or omissions of others.

I. Assignment

The obligations of the parties pursuant to this Agreement shall not be assigned without the prior written consent of the parties.

J. Confidentiality

It is agreed that Buyer shall disclose only information necessary to the work and, if any such information is considered confidential, it shall be clearly marked "Confidential Information" and sent by Buyer in writing only to the University (as specified in article IV, paragraph K.) or orally disclosed to the University and reduced to writing by Buyer within thirty days of disclosure. University shall inform its employees that for a period of one year from the end of the Agreement, Confidential Information shall not be used or disclosed to others except in furtherance of this Agreement unless Confidential Information: (i) is or shall have been known to the University before its receipt thereof; (ii) is disclosed to the University by a third party; (iii) is or shall have become known to the public through no fault of the University; or (iv) is required by law to be disclosed.

K. Notice

Whenever any notice is to be given hereunder, it shall be in writing and shall be deemed received, if delivered by courier on a business day, on the day delivered, or on the second business day following mailing, if sent by first-class certified or registered mail, postage prepaid, to the following addresses:

To University:

**University of California, Irvine
Irvine Math Project
Irvine, CA 92697 - 2505
Attn: Karajean Hyde, Principal Service Provider**

AND

University of California, Irvine
Purchasing and Risk Services
Irvine, CA 92697-4530
Attn: Director

To Buyer:

**Company Name: Newport Mesa Unified School District
Address: 2985 Bear Street
Address: Click to enter Street Address.
City: Costa Mesa State: CA
Zip: 92626
Attn: John Drake**

L. Severability

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

M. Use of Name

The parties agree that they will not use the name, logo, seal or trademarks of the other party or its employees, including without limitation, in any advertisement, press release, publicity or any product or service resulting from this Agreement, without prior written approval of the other party.

N. Non-Waiver

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

O. No Third-Party Rights

Nothing in this Agreement is intended to make any person or entity who is not signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

P. Dispute Resolution

Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to JAMS in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration proceedings shall be Orange County, California, and any enforcement of the arbitrator's decision shall be brought in a court of competent jurisdiction in Orange County, California.

Q. Attorney's Fees

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

R. Amendments

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the Buyer and the University.

S. Entire Agreement

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties to it and supersede any prior understanding or agreement with respect to the services contemplated, and may be amended only by written amendment executed by both parties to this Agreement.

T. Governing Law

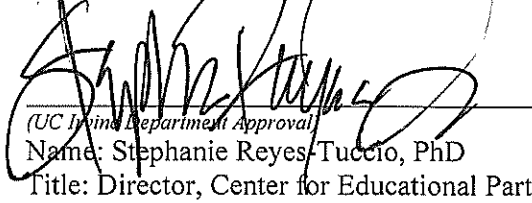
This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws rules.

U. Independent Contractor

University in the performance of this Agreement shall be and act as an independent contractor.

ACKNOWLEDGED AND ACCEPTED BY:

The Regents of the University of California


(UC Irvine Department Approval)
Name: Stephanie Reyes-Tuccio, PhD
Title: Director, Center for Educational Partnerships

12/13/14

Date

Used by UCI PRS.
Purchasing and Risk Services

Date

Buyer: Newport Mesa Unified School District

Signature
Name: Click to enter name.
Title: Click to enter title.

Date

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <http://www.policies.uci.edu/adm/pols/903-14.html>

**Irvine Math Project- Newport Mesa Unified School District
Common Core Math Proposal 2016-17**

To continue to support the preparation of NMUSD math teachers to successfully implement the common core standards, the UC Irvine Math Project will partner with the district to provide professional development, curriculum revisions, and TOSA support as detailed below.

July 2016 – June 2017

Academic Year 2016-17- Professional Development and Curriculum Support		
1 PD day for 7-12 Administrators . Focus on understanding the types of knowledge, what lessons should look and feel like and what instructional balance they should observe. Provide types of knowledge observation tool.	\$1,000/ partial day includes copies, materials, writing and prep.	\$1,000
TOSA Support. Support the 7-12 math TOSAs to lead PD, with regular meetings to discuss agenda and review any documents, pacing, or other support.	\$2,000	\$2,000
Totals & Overhead		
10% UCI CFEP overhead tax		\$300
Grand Total 2016-17		\$3,300