

Board Office Use: Legislative File Info.	
File ID Number	14-2237
Introduction Date	12-10-14
Enactment Number	14-2021
Enactment Date	12/10/14 <i>ed</i>



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 12/10/14

Subject Professional Services Contract - Dennis DeGuzman Caindec
- 909 - Teaching & Learning (Mathematics) (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Dennis DeGuzman Caindec. Services to be primarily provided to 909 - Teaching & Learning (Mathematics) for the period of 12/1/14 through 6/30/15.

Background
A one paragraph explanation of why the consultant's services are needed.

The purpose for this project is to help promote STEM and Linked Learning programs in high schools across Oakland Unified School district and continue to support professional development offerings for mathematics and science teachers district-wide.

Discussion
One paragraph summary of the scope of work.

A contract for services between Oakland Unified School District and Dennis DeGuzman Caindec, Oakland, CA, for the latter to provide 80 hours to complete and submit the California Mathematics and Science Partnership (CaMSP) Grant through the period December 1, 2014 through June 30, 2015 in an amount not to exceed \$8,000.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Dennis DeGuzman Caindec. Services to be primarily provided to 909 - Teaching & Learning (Mathematics) for the period of 12/1/14 through 6/30/15.

Fiscal Impact Funding resource name (please spell out) Bechtel Foundation
not to exceed 8,000.00

- Attachments**
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Insurance Certification
 - TB screening documentation
 - Statement of qualifications

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Dennis DeGuzman Caindec

(CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 12/1/14, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 84,100, whichever is later. The work shall be completed no later than 6/30/15.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eight thousand dollars
Dollars (8,000.00) [per fiscal year], at an hourly billing rate not to exceed \$ 100.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: None

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* None
which shall not exceed a total cost of \$ 0.00.

5. CONTRACTOR Qualifications / Performance of Services:

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Philip Tucher
Site /Dept.: 909 - Teaching & Learning (Mathematics)
Address: 4551 Steele Street
Oakland CA 94619
Phone: 510-336-7561
Email: latashi.russell@ousd.k12.ca.us

CONTRACTOR:

Name: Dennis DeGuzman Caindec
Title: Consultant
Address: 269 Perkins Street # @G
Oakland CA 94610
Phone: 310-528-1055
Email: dcaidec@gmail.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

Professional Services Contract

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
 14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
 22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

[Handwritten signature]

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

[Handwritten signature]

Secretary, Board of Education

CONTRACTOR

[Handwritten signature]

Contractor Signature

Dennis DeGuzman Caindec

Consultant

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 14-2237
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By: [Signature]

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

PROJECT SUMMARY DESCRIPTION:

This project involves completion and submission of the CaMSP Grant Proposal (including accompanying documents) for Oakland Unified School District.

STATEMENT OF WORK

SUBMITTED SEPTEMBER 12, 2014

1. INTRODUCTION AND GENERAL INFORMATION

This Statement of Work (or Scope of Work, "SOW") is entered into on
between Dennis De Guzman Caindec and Oakland Unified School District.

TERMINOLOGY AND ACRONYMS

The following defined terms and/or acronyms shall apply to work performed by the consultant under this SOW.

"Consultant" represents the individual or entity engaged to deliver the services defined in this SOW.

"Client" represents the organization that will engage with Consultant for the delivery of services defined herein

"Project" represents the full scope of work that the Consultant will perform for Client under the terms of this SOW.

"CaMSP" represents the California Mathematics and Science Partnership Grant

"OUSD" represents Oakland Unified School District.

CLIENT INFORMATION

Client Company Name: Oakland Unified School District

Client Manager Name: _____

Client Manager Title: _____

Client Manager Phone: _____

Client Manager Email: _____

CONSULTANT INFORMATION

Name: Dennis De Guzman Caindec
Address: 260 Perkins St. #2G Oakland, CA 94610
Email: dcaindec@gmail.com
Cell: (310) 528-1559

PROJECT INFORMATION

PROJECT OVERVIEW

PROJECT NAME: CaMSP Grant Proposal Writing

PROJECT PURPOSE:

The purpose for this project is to help promote STEM and Linked Learning programs in high schools across Oakland Unified School district and continue to support professional development offerings for mathematics and science teachers district-wide.

PROJECT SUMMARY DESCRIPTION:

This project involves completion and submission of the CaMSP Grant Proposal (including accompanying documents) for Oakland Unified School District.

PROJECT PAYMENT TYPE:

The client will compensate the consultant according to the agreed terms in this SOW upon completion of the project, including the conditions listed in the description of services.

WORK LOCATION:

The work will be performed on site at the Tilden campus and/or off-site.

**In any event that OUSD decides to forfeit their application for the CaMSP grant at anytime, OUSD is to pay the full amount of commitment hours and fee.*

DESCRIPTION OF SERVICES

Consultant will provide Client with, but not limited to, the following services:

On-site Work Support:

- Participate in development meetings via in person, online and/or conference calls.
- Schedule personal travel arrangements to site based meetings.
- Debrief meetings and set follow-up team meetings.
- Gather all necessary documentation, information and data for the grant from key team members.

- Lead grant proposal development meetings and communicate with key OUSD staff via in-person, online and/or conference calls.

Off-site Work Support:

- Plan the agenda, create handouts and other materials for upcoming meetings.
- Create a project plan and one page project synopsis.
- Communicate with key OUSD staff with grant development updates via in person or online.
- Complete and submit the grant proposal for the California Mathematics and Science Partnerships.
- Submit invoice for project*

**In any event that OUSD decides to forfeit their application for the CaMSP grant at anytime, OUSD is to pay the full amount of commitment hours and fee.*

DELIVERABLES

Consultant will provide the client with:

- Project plan for the entire scope of work.
- Meeting documents, grant draft proposals and grant status updates via online communication or in person meeting.
- Supplemental documents that support grant proposals.
- Complete and submit final CaMSP grant application*

**In any event that OUSD decides to forfeit their application for the CaMSP grant at anytime, OUSD is to pay the full amount of commitment hours and fee.*

3. PROJECT COST

FEES AND RATE

Consultant's fees for the Project are based on an agreed hourly project fee structure.

Consultant	Rate	Units	Cost Estimate
Dennis De Guzman Caindec	\$100.00/hour	80	\$8000.00
Total Cost:			\$8000.00*

**In any event that OUSD decides to forfeit their application for the CaMSP grant at anytime, OUSD is to pay the full amount of commitment hours and fee.*

4. SOW ACCEPTANCE AND AUTHORIZATION

The terms and conditions listed apply in full to the services and products provided under this Statement of Work.

Dennis De Guzman Caindec
Name

Oakland Unified School District
Company Name

Consultant
Title

Full Name



Signature

Signature

September 12, 2014
Date

Date

Professional Services Contract

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

PROJECT PURPOSE:

The purpose for this project is to help promote STEM and Linked Learning programs in high schools across Oakland Unified School district and continue to support professional development offerings for mathematics and science teachers district-wide.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:
(Check all that apply.)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the CSSSP modification was approved.
 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the CSSSP modification was approved.

DENNIS DE GUZMAN CAINDEC

260 PERKINS ST. #2G OAKLAND, CA 94610 • PHONE: (310) 528-1559 • E-MAIL: DCAINDEC@GMAIL.COM

Education

2014 – Current

- *Ed.D. Educational Leadership*

University of California, Berkeley

Berkeley, CA

Leadership for Educational Equity Program

2007 – 2009

- *M.S. Teaching/Education*

Pace University

New York, NY

Mathematics Education

1998 – 2002

- *B.S. Aerospace Engineering*

University of California, Los Angeles

Los Angeles, CA

Work Experience

July 21, 2012 – June 2014 Division of Teaching and Learning, New York City Department of Education

Senior Instructional Manager, Office of Curriculum, Instruction and Professional Development

Coaching

- Analyze feedback received from monthly meetings to identify best practices and content of the capacity building workshops around the use of instructional and curricular tools to inform instruction (in support of New York City's Common Core State Standards Initiative).
- Manage 7 schools and their respective instructional cabinet members composing of teachers, coaches and school leaders.
- Evaluate Common Core implementation through on-site visits to participating Lab Schools and continued communication with network level coaches and other major stakeholders.
- Collaborate with network level coaches to help implement Common Core Instructional Shifts and manage 7 Lab Schools' work at monthly sessions.
- Provide guidance in the inquiry process (Looking at Student and Teacher work) to inform school instructional and curricular improvement decisions in the 35 participating lab schools.
- Perform Instructional Rounds with school leaders and coaches to provide quality feedback and possible actionable steps and recommendations.
- Provide guidance in helping teachers and school leaders understand the Citywide Instructional Expectations, the guiding instructional policy of NYC Department of Education, as well as the Danielson Framework for Teaching as pertains to Teacher Evaluation.

Professional Developer

- Design information and support materials around operational support requirements to assist and guide network coaches, instructional leads, school leaders and teacher teams around the Common Core State Standards Initiative.
- Create, organize and facilitate Professional Development activities and workshops series for teachers and leaders in 35 Lab Schools and other network and central stakeholders; an audience of over 300+ teachers, school leaders and network coaches.
- Collaborate with vendors, such as Pearson and Houghton-Mifflin, to create and design a cohesive professional development workshop series for NYC teachers who have adopted the district's Core Curriculum options; an audience of over 24,000+ teachers and school leaders.
- Design and execute a series of Professional Development workshop series for teachers in schools who did not adopt the district's core curriculum options; an audience of over 40,000+ teachers.
- Designed, implemented and taught the first Online Professional Development course offering from the NYC Department of Education Central Office.

Project Management

- Supervise the development and implementation of the operational support portion of implementing the Common Core State Standards.
- Work closely with other Central teams (Office of English Language Learners, Academic Quality, Periodic Assessment, Academic Evaluation) to build on best practices in assessment literacy, mathematics and other processes and tools to support system-wide implementation of the Common Core State Standards.
- Inform policy decisions around the support components of Common Core State Standards Initiative and make recommendations for improved efficiency to senior leadership.
- Capture qualitative and quantitative data that surfaces through the work of the Lab Sites and create recommendations for sharing with other teams across the division and the DOE to inform changes to content or structure of the Common Core State Standards Initiative.
- Identify best practices in use of specific performance-based assessment tools and transfer knowledge to broader work assigned to the Office of Assessment.
- Review and provide feedback to draft Common Core aligned state assessments and curricular modules.

Committee Membership

- Children First Intensive Curriculum Committee member and Seminar facilitator, Citywide Math Curriculum Committee Member
- Citywide Instructional Expectations High School Policy Committee
- Measures of Student Learning (MoSL) and Teacher Evaluation Committee

September 2008 - 2013

Internationals Network for Public Schools

New York, NY

Consultant (2012 – 2013)/Professional Development Committee Member (2008 – 2010)

- Aligning mathematics curriculum to the Common Core Learning Standards.
- Annotating documents and Professional Development materials for CCLS math alignment.

DENNIS DE GUZMAN CAINDEC

260 PERKINS ST. #2G OAKLAND, CA 94610 • PHONE: (310) 528-1559 • E-MAIL: DCAINDEC@GMAIL.COM

- Providing suggestions, feedback and revisions for project based mathematics curriculum.
- Creating sample mathematics curriculum units/maps that are aligned with Common Core Learning Standards.
- Plan and organize Summer and Fall Professional Development Events for the Internationals Network for Public Schools.
- Facilitate several Professional Development Workshops-topics included: Native Language Workshop, Project Based Learning, Language Development in Content Areas; serve as a liaison between the Internationals Network and the International High School at Prospect Heights.
- Plan, Organize and Host Internationals Network Inter-visitations at least once a year.
- Design and facilitate a teacher Professional Development workshop on Aligning Projects/Project Based Instruction to the Common Core Standards.

2007 – 2012

The International High School at Prospect Heights

Brooklyn, NY

Educator

- Teacher in a progressive school for recently arrived immigrants & ELLs that focused on English Language instruction through project based learning.
- Experienced in effective language instruction in content area, differentiated instruction and curriculum design that caters to ELLs, SIFE students, and Students with special needs.
- 9th – 12th Grade Secondary Mathematics Teacher (Integrated Algebra, Geometry, Algebra 2, Pre-Calculus).
- Created a project-based curriculum for the 9th, 10th, 11th Grade Mathematics Program and 12th Grade Interdisciplinary Mathematics/Physics Program.
- Created Mathematics projects that aligned with Consortium Rubric Standards and Common Core Learning Standards.
- Teacher Mentor/Coach for new math/science teachers; Math/Logic Formative Assessment Development Chair.
- Founding Adviser for the National Honor Society (2009 – 2011), a leadership pipeline in developing student leadership through service learning.
- Implemented, coordinated, and codified the structure/organization of the After-School Peer Tutoring Program (2009 – 2010).
- Professional Development Committee (Inquiry Team) Member (2008-2009)/ INPS Professional Development School Representative (2008-2010).
- Taught Saturday Mathematics Regents Preparatory Classes (2008-2009) and After School Math Regents Preparatory Course Instructor (2008-2011).
- Supervised Saturday SIFE (Students with Interrupted Formal Education) Saturday Program (2007-2008) and taught Summer School Session (2007).
- Excellent classroom management skills, experienced in project-based Math curriculum writing and implementation; Mathematics test development.
- Led and advised a 4 student member team of math students to design the blueprint for a \$200,000 (Grant from the Brooklyn Borough President) budget dance classroom proposal for the school.
- Written the Letter of Reference in Community Service and Leadership for 3 Gates Millennium Scholarship Recipients.
- Collaborated with ARUP Engineering Firm for two Math/Physics Interdisciplinary Projects and co-wrote the 12th Grade Interdisciplinary curriculum.
- Trained under QTEL Strategies in working with English Language Learners (Building the Basics and Mathematics).
- Attend various Network PD on Common Core Learning Standards; co-facilitated a Network PD on “Insights from the Common Core Fellowship”.

2011 – 2013

NYC Department of Education, Common Core Fellowship

New York, NY

Common Core Senior Fellow (One of Thirty Highly Selected Educators Citywide)

- Trained in examining alignment of curriculum to the Common Core Learning Standards (CCLS).
- Help develop a common understanding of the Common Core Alignment across NYC.
- Review instructional resources and draft feedback for teacher teams and other partners.
- Ensure resources are at a high quality before sharing/placed in Common Core Library.
- Share expertise of CCLS within school communities and networks.

2007 – 2009

New York City Teaching Fellowship

New York, NY

New York City Teaching Fellow

- Mid-year Math Immersion Fellow, Cohort 13, a highly selective teacher recruitment program for career changers that demands an intensive, hands on pre-service training.
- Month and a half training intensive at Ditmas Middle School in Brooklyn, NY; a high needs, low income middle school.

2000 – 2006

Culture Shock Inc.

Los Angeles, CA

Artistic Director of Culture Shock Los Angeles

- Organized, directed and oversaw all the artistic elements of the Los Angeles Chapter (a non-profit arts education organization and professional dance company) to ensure quality training, artistic integrity and performance.
- Recruiting, interviewing, and hiring a team of captains and coordinators to assist with the management of the company’s artistic vision.
- Design leadership workshops to empower team captains to understand, develop, and implement their personal leadership styles.
- Direct and provide guidance to coordinators, team captains, and dancers; experienced team builder and managing a highly effective team of leaders.
- Culture Shock Los Angeles Board of Operations member/Chair of the Artistic Committee; identify and foster potential leadership candidates.

DENNIS DE GUZMAN CAINDEC

260 PERKINS ST. #2G OAKLAND, CA 94610 • PHONE: (310) 528-1559 • E-MAIL: DCAINDEC@GMAIL.COM

- Managed a 60+ member organization; organize and lead rehearsals, evaluate dancers every quarter to make sure they set and meet their artistic goals.
- Served as a mentor and role model for at-risk youth ages 5-17; inspiring and exposing them to the performing arts through hip hop dance and music.
- Created quality programming to after school programs in conjunction with several community partners and community based organizations (DARE, Peace4Kids, NIKI, Angel's Gate).
- Promoted the mission of the organization to perform live dance shows and endorse programs that positively impact the lives of our community's youth; uses music and dance to empower the community and provide an outlet for the youth.

Skills

Proven record of excellence in leadership, management, organizational, and interpersonal skills; Highly adept critical thinker; Excellent time management; Self-starter and ability to work well in a team/group; Experienced in effective English language instruction in a content area, differentiated instruction and curriculum design that caters to ELLs, SIFE students, and Students with special needs; Mathematics curriculum writing aligned with NY State Standards, Common Core Learning Standards and project-based instruction and differentiation; Highly experienced in Professional Development planning, facilitating and implementation; Knowledgeable in inquiry work and data driven instruction; Proven record of successful program and project development and start-up; Experienced mentor, collaborator, and student leadership training; Experienced in working in an urban setting of high-risk, low-income English Language Learners (ELLs); Knowledge and understanding of NYC Teacher Evaluation System and Citywide Instructional Policy.

SAM Search Results
List of records matching your search for :

Search Term : Dennis* DeGuzman* Caindec*
Record Status: Active

No Search Results

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist

- For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to: (required) latashi.russell@ousd.k12.ca.us

Contractor Information

Contractor Name	Dennis DeGuzman Caindec	Agency's Contact	Dennis DeGuzman Caindec				
OUSD Vendor ID #	1006478	Title	Consultant				
Street Address	269 Perkins Street # @G	City	Oakland	State	CA	Zip	94610
Telephone	310-528-1055	Email (required)	dcaidec@gmail.com				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	12/1/14	Date work will end	6/30/15	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$ 100.00	Number of Hours (required)	80		

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
9017	Bechtel	9091197105	5825	\$ 8,000.00
			5825	
			5825	
Requisition No. (required)	R0151948		Total Contract Amount	\$ 8,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Philip Tucher	Phone	510-336-7561
	Site/Department (Name & #)	909 Teaching & Learning (Mathematics)	Fax	510-482-6773	
	Signature			Date Approved	10/29/14
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships <input type="checkbox"/> Risk	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)			
	Signature			Date Approved	10/29/14
	Signature (if using multiple restricted resources)			Date Approved	
3.	Network Superintendent/Deputy Network Superintendent				
	Signature			Date Approved	
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site			
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract	Approved	Denied - Reason		Date	
Procurement	Date Received	PO Number		P1503445	