



| Board Office Use: Legislative File Info. | |
|--|----------|
| File ID Number | 16-2426 |
| Introduction Date | 12/14/16 |
| Enactment Number | 16-1892 |
| Enactment Date | 12-14-16 |

Memo

To Board of Education
From Antwan Wilson, Superintendent
Devin Dillon, Deputy Superintendent

Board Meeting Date 12-14-16
(To be completed by Procurement)

SUBJECT: Memorandum of Understanding with Bay Area Writing Project –University of California Regents, for the latter to provide a three-day professional development series for English Language Arts, English Language Development, and content area instructors (Grades 6-12) working specifically with teachers of Long Term English Learners (LTELs). Terms of the MOU are binding on its signatories for the duration of its effect, from the time of its signing by all parties, as specified, for the term August 8, 2016 through June 30, 2017 in an amount not to exceed \$15,150.00.

ACTION REQUESTED

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and Bay Area Writing Project –University of California Regents, for the latter to provide a three-day professional development series for English Language Arts, English Language Development, and content area instructors (Grades 6-12) working specifically with teachers of Long Term English Learners (LTELs). Terms of the MOU are binding on its signatories for the duration of its effect, from the time of its signing by all parties, as specified, for the term August 8, 2016 through June 30, 2017 in an amount not to exceed \$15,150.00.

PROFESSIONAL SERVICES AGREEMENT
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and

Oakland Unified School District English Language Learner and Multilingual Achievement/954

This Professional Services Agreement (this "Agreement"), dated August 8, 2016 (the "Effective Date"), is by and between The Regents of the University of California (the "University"), on behalf of The Bay Area Writing Project, and Oakland Unified School District ("Organization"), having a principal place of business at 1000 Broadway, Suite 398, Oakland, CA 94607.

RECITALS

WHEREAS, the University has the experience, capabilities, and expertise 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

WHEREAS, the Organization would like the University to provide such services.

NOW, THEREFORE, in consideration of the mutual agreements in this Agreement, the parties agree to the following:

AGREEMENT

1. Scope of Work.

The University will perform the Scope of Work set forth in the attached Schedule A in accordance with applicable laws and regulations.

2. Term and Termination.

A. This Agreement commences on the Effective Date and terminates on June 30, 2017, unless otherwise provided in this Agreement (the "Term").

B. This Agreement may be terminated by a party in the event of a material breach by the other party, provided that the breach remains uncured for a period of 14 days after the party-in-breach is notified in writing of the breach.

C. Either party may terminate this Agreement with or without cause upon 30 days' written notice to the other party; provided, however, that Organization shall pay the University for all services rendered and expenses incurred as of the date of receipt or delivery, as the case may be, of the notice of termination. In addition, if the Organization terminates this Agreement, the Organization shall pay the University for all non-cancellable obligations as of the date of delivery of the notice of termination.

D. All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including Sections 4 (**Disclaimer of Warranty**), 5 (**Limitation of**

Liability), 6 (Indemnification), 7 (Insurance), 8 (University Name, Trademark and Logos), and 9 (Copyright).

3. Fees.

The fees or rates for the services to be rendered by the University and the terms of payment are set forth in Schedule A. Organization will make payments to the University within 30 days of receipt of invoices from the University.

4. Disclaimer of Warranty.

THE UNIVERSITY MAKES NO WARRANTY AS TO THE QUALITY OF OR RESULTS TO BE OBTAINED FROM ANY SERVICES AND/OR FACILITIES PROVIDED BY THE UNIVERSITY UNDER THIS AGREEMENT, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Limitation of Liability.

In no event will the University be liable for consequential, incidental, indirect, punitive or special damages, or loss of profits, data, business or goodwill, regardless of whether such liability is based on breach of contract, tort, strict liability, or other basis of law, and even if the University is advised of the likelihood of such damages.

6. Indemnification.

Each party shall defend, indemnify, and hold the other party 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 or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

7. Insurance.

A. The parties shall 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"):

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

| | |
|--|-------------|
| a. Each Occurrence | \$1,000,000 |
| b. Products/Completed Operations Aggregate | \$2,000,000 |
| c. Personal and Advertising Injury | \$1,000,000 |
| d. General Aggregate | \$2,000,000 |

ii. Workers Compensation as required by applicable law.

iii. Business Automobile Insurance with insurance coverage amount of \$1,000,000 per occurrence.

B. If the Insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement.

- C. The Insurance shall provide for a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.
- D. Each party shall be named as an additional insured on the General Liability and Business Automobile insurance of the other party, in proportion to and to the extent of the negligent acts or omissions of the former party's officers, employees and agents.
- E. Within thirty (30) days of the execution of this Agreement, each party shall furnish the other party with a Certificate of Insurance (the "Certificate of Insurance") evidencing compliance with the insurance provisions of this Agreement. Organization's Certificate of Insurance shall be delivered to University's representative specified in Section 10. Each party is required to give 30 days' advance written notice to such other party of any modification, change, or cancellation with respect to the Insurance.
- F. The insurance requirements set forth in this Section shall not limit a party's liability.

8. University Name, Trademarks and Logos

Organization shall 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 or logos of the University, in any commercial context, including, without limitation, on products, in media (including websites), and in advertisements, in cases when such use may imply an endorsement or sponsorship of Organization, 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. This provision complies with California Education Code Section 92000.

9. Copyright.

All rights to a party's pre-existing copyrighted or copyrightable materials shall be retained by such party. All copyright rights to any works created in the performance of this Agreement ("Works") shall vest with the University. The University grants to Organization a non-transferable, royalty-free, non-exclusive license to use and reproduce the Works solely to the extent necessary to perform the obligations and activities of this Agreement. Organization will not use the Works for any other purpose without the prior written consent of the University.

10. Notice.

University's representative for all purposes shall be:

Katherine Suyeyasu
3639 Tolman Hall
Berkeley, CA 94720-1670
Phone: 510-642-0889
Email: ksuyeyasu@berkeley.edu

Organization's representative for all purposes shall be:

Nicole Knight
English Language Learner and Multicultural Achievement

1000 Broadway, Suite 398
Oakland, CA 94670
510-879-1123
Nicole.knight@ousd.org

Notice pursuant to this Agreement shall be in writing to the above addresses or to such other address that either party may later designate to the other. Notice shall be effective on the date sent by fax or e-mail or delivered personally, or three days after the date of deposit with the U.S. Postal Service, certified mail, return receipt requested.

11. Privacy.

In the event that personal information or data identifiable to an individual is used in the performance of this Agreement, both parties agree to comply with all applicable local, state and federal laws protecting the privacy of individuals.

12. Governing Law

This Agreement shall be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions.

13. Modification

This Agreement may only be amended by the written agreement of the parties.

14. Independent Entities

University is not a joint venturer, employee, agent or partner of Organization. Neither party will have the right to obligate or bind the other party in any manner whatsoever.

15. Force Majeure

If any party fails to timely perform its obligations under this Agreement as a result of acts of God, 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 shall be excused for the duration of such force majeure event.

16. Waiver

Any failure of the parties to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of the parties to avail themselves of such remedies as may be available for any breach of this Agreement.

17. Assignment

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

18. Severability

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

19. Integration

This Agreement, including any schedules and exhibits, constitutes the entire understanding and agreement between the parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the parties.

20. Counterparts

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

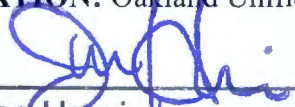
21. Representation on Authority of Parties/Signatories

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 parties have executed this Agreement as of the Effective Date.

ORGANIZATION: Oakland Unified School District

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: 
Name: James Harris

By: 

Name: President, Board of Education

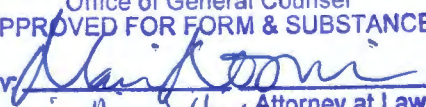
Name: JIMMY A. NGUYEN

Title: 

Title: SENIOR BUSINESS CONTRACTS OFFICER

Date: Antwan Wilson
Secretary, Board of Education

Date: 10/27/16

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Marion McWilliams, Attorney at Law

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/>).

File ID Number: 16-2426
Introduction Date: 12-14-16
Enactment Number: 16-1892
Enactment Date: 12-14-16
By:

SCHEDULE A

1. SCOPE OF WORK:

The Bay Area Writing Project will provide a three-day professional development series for ELA, ELD, and content area instructors (Grades 6-12) working specifically with teachers of Long Term English Learners (LTELs). The LTEL population of English language learners (ELLs) ifunction socially in both English and their home language, and their language is imprecise and inadequate for deeper expression and communication, and they do not possess the lexical and syntactic sophistication for rigorous academic work." Despite the fact that English tends to be the language of preference for these students, the majority are "stuck" at intermediate levels of English oral proficiency or below.

Program Objectives:

- Increase understanding of unique learner contexts affecting acquisition of English academic literacy.
- Expand teacher repertoire for assessing literacy levels and planning appropriate next-step instruction.
- Increase teacher awareness of the new California ELD Standards and ways of addressing specific standards.
- Engage teachers in inquiry around how to integrate language instruction into content and build a collaborative professional community to improve instruction.
- Improve instructional coaches' ability to support teachers, facilitate discussions, and bring new strategies to school sites.

2. FEES AND RATES:

The compensation under this Contract shall not exceed fifteen thousand one hundred fifty (\$15,150.00)

3. TERMS OF PAYMENT:

Ratification by the Board of Education of a Professional Services Contract between the District and Bay Area Writing Project -UC Regents, Berkeley, Ca, for the latter to provide a three-day professional development series for ELA, ELD, and content area instructors (Grades 6-12) working specifically with teachers of Long Term English Learners (LTELs) for the period of 08/08/2016 through 06/30/2017 in an amount not to exceed \$15,150.00.

4. LIMITATIONS OF CHARGES (IF ANY)



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools,
Thriving Students

11-01-2016

OUSD USE ONLY

3639 Tolman Hall #1670
Berkeley , CA 94720-1670
ATTN: Tara Kaiser

RE: Authorization to Proceed with Consultant Contract Processing

This letter is to inform you that you have successfully completed the consultant review process for Vendor Management in ContractsOnline for the current school year.

This authorization shall expire at the conclusion of the 2016-2017 school year.

Please note that THIS IS NOT AN AUTHORIZATION TO START WORK.

You must complete the entire Contract Approval Process, which includes:

A) Final contract execution and District Approval, and/or;

B) Issuance of your Purchase Order Number

whichever happens first.

Thank you for your commitment to help support and enhance the educational experience of Oakland students.

Procurement Department,
Oakland Unified School District

BAY AREA WRITING PROJECT

UC BERKELEY GRADUATE SCHOOL OF EDUCATION

Search

search

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Who We Are

The BAY AREA WRITING PROJECT, based at the University of California, Berkeley, is an organization of, by, and for teachers of writing at all grade levels and in all disciplines, dedicated to improving the teaching and uses of writing through a variety of programs—both on the university campus and in the schools of the Bay Area.

*The BAY AREA WRITING PROJECT is proud to be the founding site of the National Writing Project, a network of close to 200 sites nationwide. Through its mission, the **National Writing Project (NWP)** focuses the knowledge, expertise, and leadership of our nation's educators on sustained efforts to improve writing and learning. Writing in its many forms is the signature means of communication in the 21st century. The NWP envisions a future where every person is an accomplished writer, engaged learner, and active participant in a digital, interconnected world. Located on nearly 200 university and college campuses, NWP works in partnership with K-12 schools, libraries, museums, after-school programs, and local Writing Project sites to provide high-quality, sustained professional development for 100,000 teachers a year. Through its many successful programs and partnerships, the organization reaches 1.4 million Pre-K through college-age students in over 3,000 schools districts annually.*

For more information about the Bay Area Writing Project and its activities, please contact us at bawp@berkeley.edu or 510-642-0971.

Blog at [WordPress.com](#).

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Search Results

Current Search Terms: Bay* Area* writing* project*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

[Search](#)

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[Exclusion](#)

[Search](#)

[Filters](#)

[By Record Status](#)

[By Record Type](#)



SAM Search Results

List of records matching your search for :

Search Term : Bay* Area* Writing* Project* "-UC"Regents*
Record Status: Active

No Search Results



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With *Every* Consent Agenda Contract.

Legislative File ID No. 16-2426

Department: English Language Learner and Multilingual Achievement

Vendor Name: Bay Area Writing Project -UC Regents

Contract Term: Start Date: 08/08/2016 End Date: 06/30/2017

Annual Cost: \$ 15150

Approved by: Devin Dillon

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

The Bay Area Writing Project is a respected leader in facilitating workshops for teachers to develop the writing skills of their students. OUSD teachers regularly attend BAWP summer institutes and go on to work with BAWP, bringing their knowledge of OUSD students and classrooms to bear in their facilitation.

Summarize the services this Vendor will be providing.

The Bay Area Writing Project will provide a three-day professional development series for ELA, ELD, and content area instructors (Grades 6-12) working specifically with teachers of Long Term English Learners (LTELs). While needs of the LTEL population may overlap with those of English language learners (ELLs) in general, and though students function socially in both English and their home language, their language is imprecise and inadequate for deeper expression and communication, and they do not possess the lexical and syntactic sophistication for rigorous academic work." Despite the fact that English tends to be the language of preference for these students, the majority are "stuck" at intermediate levels of English oral proficiency or below.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

This price is comparable to other contracts providing multi-day professional development sessions to large groups of teachers as well as meeting extensively with OUSD staff before, during, and after professional development to ensure that workshops align with OUSD objectives.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2016-2017

Basic Directions

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

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

Agency Information

| | | | |
|---------------------|---|-------------------------|------------------------------------|
| Agency Name | Bay Area Writing Project -UC Regents | Agency's Contact Person | Katherine Suyeyasu |
| Street Address | 3639 Tolman Hall | Title | Director, Bay Area Writing Project |
| City | Berkeley | Telephone | 510.642.0889 |
| State | CA | Zip Code | 94720-1670 |
| OUUSD Vendor Number | V056525 | Email | ksuyeyasu@berkeley.edu |
| Attachments | <input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/) | | |

Compensation and Terms – Must be within OUSD Billing Guidelines

| | | | | | |
|------------------------|----------------|--------------------|---------------|-----------------------|--------------|
| Anticipated Start Date | August 8, 2016 | Date work will end | June 30, 2017 | Total Contract Amount | \$ 15,150.00 |
|------------------------|----------------|--------------------|---------------|-----------------------|--------------|

Budget Information

| Resource # | Resource Name | Org Key # | Object Code | Amount | Req. # |
|------------|---------------|------------|-------------|--------------|----------|
| 4203 | TITLE III EL | 9541169105 | 5825 | \$ 15,150.00 | R0170216 |
| | | | 5825 | \$ | |
| | | | 5825 | \$ | |
| | | | 5825 | \$ | |

OUUSD Contract Originator Information

| | | | | | |
|----------------------|--|-------------------|-------------------------|---------|----|
| Name of OUSD Contact | Nicole Knight | Email | nicole.knight @ousd.org | | |
| Telephone | 510.879.1123 | Fax | 510.879.3120 | | |
| Site/Dept. Name | 954/English Language Learner and Multilingual Achievement Office | Enrollment Grades | 6 | through | 12 |

Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU 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/>)

| Please sign under the appropriate column. | Approved | Denied – Reason | Date |
|--|---------------|-----------------|---------|
| 1. Site Administrator | | | |
| 2. Resource Manager | | | 11/1/16 |
| 3. Network Superintendent / Executive Director | | | |
| 4. Cabinet (CCO, CFO, CSO, Deputy Chief) | | | |
| 5. Board of Education or Superintendent | | | |
| Procurement | Date Received | | |