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# Memo

To The Board of Education  
 From Tony Smith, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date (To be completed by Procurement) 4-25-12

Subject Professional Services Contract -  
TIES Cleveland OH (contractor, City State)  
Region 1 Network Office (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and TIES. Services to be primarily provided to Region 1 Network Office for the period of 02/15/2012 through 06/30/2012.

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

Consultant will initiate structures and design processes for the development of a Science, Technology, Engineering, and Mathematics (STEM) career theme based corridor of Pre-K to 12 schools, in the west Oakland community.

Discussion  
*One paragraph summary of the scope of work.*

Consultant will participate in weekly phone conferences with Mia Settles-Tidwell and Caleb Cheung to build the foundation for Science, Technology, Engineering and Math (STEM) education in West Oakland; will create and distribute STEM readiness online survey to six West Oakland schools (PLACE @ Prescott, Lafayette, Hoover, Martin Luther King, Jr. Elementary; West Oakland Middle, and McClymonds High Schools) surveying approx. 6 principals, 1 assistant principal, approx. 250-300 teachers/staff members; analyze results of survey and make recommendations for next steps in STEM education processes for West Oakland.

Recommendation Ratification of professional services contract between Oakland Unified School District and TIES. Services to be primarily provided to Region 1 Network Office for the period of 02/15/2012 through 06/30/2012.

Fiscal Impact Funding resource name (please spell out) Bechtel Science not to exceed \$ 15,000.00

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

**OUSD Representative:**

Name: Mia Settles-Tidwell  
Site /Dept.: Region 1 Network Office  
Address: 1025 Second Avenue  
Oakland, CA 94606  
Phone: (510) 879-2923

**CONTRACTOR:**

Name: Jan Morrison/TIES  
Title: Executive Director  
Address: Euclid Avenue, Bingham Hall 105B  
Cleveland OH 44106  
Phone: (410) 243-2310

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. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

**8. 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.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. **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.

**10. Insurance:**

1. Commercial General Liability Insurance: 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.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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, the 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.
14. **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 drugs on these sites.
15. **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.
16. **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.
17. **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.
18. **Termination:** OUSD may at any time terminate this Agreement upon 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.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  1. **Tuberculosis Screening**
  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.

Contractor initial: \_\_\_\_\_

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **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.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the 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).

- 22. **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.
- 23. **Confidentiality.** The 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 access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, 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.  
  
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.
- 25. **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.
- 26. **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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District'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.
- 28. **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.
- 29. **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.
- 30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

**Summary of terms and compensation:**

Anticipated start date: 02/15/2012 Work shall be completed by: 06/30/2012 Total Fee: \$ 15,000.00

**OAKLAND UNIFIED SCHOOL DISTRICT**

Maria Santos  
 President, Board of Education  
 Superintendent or Designee  
 \_\_\_\_\_  
 Secretary, Board of Education

4-2-2012  
 Date  
 \_\_\_\_\_  
 Date

**CONTRACTOR**

[Signature] 03.01.12  
 Contractor Signature Date  
 \_\_\_\_\_  
 Jan Morrison/TIES  
 Print Name, Title

**Certified:**

[Signature]  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

4/26/12

File ID Number: 12-0701  
 Introduction Date: 4-25-12  
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 Enactment Date: 4-25-12  
 By: [Signature]

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Consultant will participate in weekly phone conferences with Mia Settles-Tidwell and Caleb Cheung to build the foundation for Science, Technology, Engineering and Math (STEM) education in West Oakland; will create and distribute STEM readiness online survey to six West Oakland schools (PLACE @ Prescott, Lafayette, Hoover, Martin Luther King, Jr. Elementary; West Oakland Middle, and McClymonds High Schools) surveying approx. 6 principals, 1 assistant principal, approx. 250-300 teachers/staff members; analyze results of survey and make recommendations for next steps in STEM education processes for West Oakland.

SCOPE OF WORK

TIES will provide a maximum of 150.00 hours of services at a rate of \$ 100.00 per hour for a total not to exceed \$ 15,000.00. Services are anticipated to begin on 02/15/2012 and end on 06/30/2012.

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.

Consultant will participate in weekly phone conferences with Mia Settles-Tidwell and Caleb Cheung to build the foundation for Science, Technology, Engineering and Math (STEM) education in West Oakland; will create and distribute STEM readiness online survey to six West Oakland schools (PLACE @ Prescott, Lafayette, Hoover, Martin Luther King, Jr. Elementary; West Oakland Middle, and McClymonds High Schools) surveying approx. 6 principals, 1 assistant principal, approx. 250-300 teachers/staff members; analyze results of survey and make recommendations for next steps in STEM education processes for West Oakland.

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.

Principals and community will learn the foundations of STEM education and take a STEM readiness test. The consultant will provide guidance on national standards for STEM education. Our learning will help to increase student achievement and attendance. Research shows that STEM practices are more engaging for students.

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

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_
  
  - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    1. Relevant page of SPSA 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 SPSA modification was approved.
    3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

Statement of Qualifications  
For Oakland Unified School District

**QUALIFICATIONS:**

TIES, Teaching Institute for Excellence in STEM education is the country's foremost innovator bringing STEM School design and providing support to schools, districts, states and the federal government. TIES recognizes the importance of school design and STEM professional development for all teachers as the basis to improve and advance the character of science, technology, engineering and mathematics teaching for students regardless of grade level. The range of services purposely varies both by depth and breadth of engagement in each state depending on the need of the customer. The chart below illustrates the range of engagements that TIES' work can be seen in across the country.

<p><b>Arizona</b> — Four foundations and the Science Foundation are working together to structure a plan to support the SIG schools to become STEM incubator/innovation high schools. Arizona is also focusing on the tribal schools and is in discussion with TIES about new schools on reservations.</p>
<p><b>District of Columbia</b> — DCPS is reconstituting Woodson High School as a STEM incubator for the district. TIES is doing the design work and implementation of design through the DCPS contract with Battelle Memorial Institute; Race to the Top Funds incubator schools for DC — TIES is at the table. TIES provides technical assistance to DCPS for the development of the district's STEM strategy and development of the STEM Catalyst initiative at the elementary and middle grades.</p>
<p><b>Georgia</b> — TIES is providing support and technical assistance to the Decatur County School District, as they enhance their efforts to bring greater awareness to the community and continue to build the capacity to deliver and sustain a quality K-12 STEM education. TIES is working with school leadership, teachers and community leaders using the design studio process, to take the team through the process of identifying and understanding their current assets, to strategic visioning that results in a STEM design blueprint, to implementation.</p>
<p><b>Maryland</b> — TIES provides technical assistance to the Maryland STEM Taskforce to support development of Maryland STEM recommendations and to the Baltimore City Public Schools for the development of the district's STEM strategy and the K-5 SIG STEM initiative. TIES is the founding partner of Baltimore Freedom Academy High School.</p>
<p><b>New Mexico</b> — TIES is working with Innovate Educate and the governor's office to create a STEM network that has at its core the creation of eight innovation/incubator high schools with design to virally grow these throughout the state. SIG funds, Title IIB, Kellogg and other funds are in play. New Mexico's Navajo school leaders are interested in creating new STEM schools to replace the failing schools and want to work with other states on a tribal STEM School Initiative with the new STEM School Design Intermediary supporting the design work.</p>
<p><b>New York</b> — TIES was instrumental in designing Tech Valley High School in New York. The team worked on constructing the school's framework and developing the instructional program. TIES also provided professional development to TVHS teachers in methods of innovative teaching and learning, specifically project-based learning in the classroom.</p>
<p><b>North Dakota</b> — This state has a state budget surplus, and STEM has earmarked and is creating a series of incubator schools that will demonstrate the joining of the CTE community with the college-ready community. They, too, have a series of tribal schools planned as STEM and want to work with other states to develop a tribal STEM School Initiative. The new STEM School Design Intermediary will be greatly beneficial here.</p>
<p><b>North Carolina</b> — TIES has provided technical assistance to North Carolina New Schools Project and coordinates the summer professional development for secondary science teachers in biology and environmental science (5 schools in 2009-2010, 8 schools in 2010-2011) and facilitates Secondary Lenses on Learning professional development series for district mathematics teams (12 school districts in 2009-2010, Buncombe County School District in 2010-2012). Additionally, TIES served as the technical advisor to the NSP STEM anchor school development through North Carolina Race to the Top STEM.</p>
<p><b>Ohio</b> — TIES provides technical assistance and support to the Ohio STEM Learning Network (created through HB 119) in an unprecedented collaborative aimed at building and connecting STEM teaching and learning capacity in regions across the state by designing STEM Platform Schools. In Cleveland, TIES led the STEM School design for</p>

Statement of Qualifications  
For Oakland Unified School District

MC<sup>2</sup>STEM and Design Lab Early College High Schools; is serving as a design partner for the Cleveland Metropolitan School District as schools construct conduits to the district's transformation initiative, including transforming six K-8 schools into STEM schools of excellence; and is coordinating K-12 STEM professional development for five CMSD STEM Schools. TIES also provides technical assistance and support to Akron STEM School and National Inventors Hall of Fame and Dayton Regional STEM School, both OSLN HB 119 Platform Schools, and to all seven regional hubs in the statewide network that facilitate the support for all platform schools within the OSLN. Additionally, TIES provides professional development initiatives with PAST Foundation at both Metro Early College and MC<sup>2</sup>STEM High Schools.

**Texas** — TIES serves as a design partner for the T-STEM Project, including 46 STEM schools, 7 STEM Centers from design to implementation (2005-current) and provides support for T-STEM Center design RFP and new school RFP. TIES also provides technical assistance to the T-STEM Centers and is helping to leverage the assets of the centers for developing a network to support the schools.

In order to demonstrate the possible depth of engagement we have magnified TIES work at the school district level for both Ohio and Maryland.

In Ohio's Cleveland Metropolitan School District, TIES led the STEM School design of Cleveland's first STEM platform high school, MC<sup>2</sup>STEM. Through a series of design studios and readiness assessments MC<sup>2</sup>STEM HS was designed by TIES and 54 partners, business industry included, who knew that STEM design platform school was vital to the growth of the region. TIES not only provided the grantmanship, it also designed the partnership infrastructure and created the instructional program, project-based learning vision, recruitment and retention strategy for the teachers and leaders as well as the professional development for the entire system, school and administrative leaders, teachers, and parents.

With the vision embedded in the TIES philosophy, MC<sup>2</sup>STEM High School has become a national model for STEM education. It embeds each grade level into a different STEM industry partner. Students are engaged by a dynamic, rigorous curriculum and project-based learning environment that prepares them for the 21st century global economy. Since opening in 2008, student data over the past three years indicates that student engagement in MC<sup>2</sup>STEM HS educational system has not only yielded significant gains in academic achievement, but has in fact allowed them to surpass Ohio's state standard – at least 75 percent of students must reach proficient or above on the standardized tests.



**Janice S. Morrison**  
**Executive Director**  
**Teaching Institute for Excellence in STEM (TIES)**

Jan Morrison is the founder and Executive Director of the Teaching Institute for Excellence in STEM (TIES), the nation's foremost innovator in STEM school design, curriculum and instructional support. Ms. Morrison is the Senior Consultant for STEM Education for the Bill and Melinda Gates Foundation, the Senior STEM Education Consultant for the Ohio STEM Learning Network, and consults for the White House and federal Department of Education. She has also consulted for NASA, the Battelle Memorial Institute and the Philanthropy Roundtable, and continues her work as a consultant for the National Governors Association, the National Association for College Admission Counseling and Innovate-Educate New Mexico. She is the STEM advisor to Grantmakers for Education, most recently helping organize an introduction to STEM for its general membership. Jan also supported the National Academy of Engineering in their multi-year *Engineering in k-12 Education* project and is serving on the NAE task force to design national engineering education standards.

Ms. Morrison has also advised a number of corporations on their STEM education agendas, including General Electric and Intel and most recently, Chevron, on behalf of the Bill and Melinda Gates Foundation. She has also worked with the federal Department of Energy and energy-related organizations regarding development of national resources to support STEM education p-20.

A former physics teacher of outstanding reputation, Ms. Morrison has developed TIES into a highly respected organization earning over a million dollars per year in fees providing consulting services in STEM school design, curriculum and instructional support, teacher and administrator professional development and community organizing as well as counsel to national foundations, government agencies, higher education and associations on matters ranging from STEM program design and development to STEM policy. As the STEM consultant to the Bill and Melinda Gates Foundation, Ms. Morrison and her team have helped launch and develop innovative statewide STEM initiatives and networks in the Gates Foundation focus states of Texas, Ohio, North Carolina, New York, California and Washington. Ms. Morrison holds a bachelor's degree in biology from the University of Rochester and a master's in administration from George Washington University. She is motivated to bring quality teaching and learning in STEM to all children as a matter of equity to assure that all have the opportunity to engage fully in the 21<sup>st</sup> century.

# Consultant Fingerprint/Criminal Background Check Waiver Request

**Directions**

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Teaching Institute for Essential Services, DBA TIES		
Originator Name	Mia Settles-Tidwell	Site or Department	Region 1 Network Office
Which sites or locations will the contractor be working at?	Consultant will participate in some of STEM community meetings		
<b>TB Clearance Requirement</b>			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students <u>or</u> staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
<b>How is this contractor going to meet the TB clearance requirement?</b>			
TB Waiver requested <input checked="" type="checkbox"/> Proof of TB clearance is in the contract packet <input type="checkbox"/>			

**[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]**

CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name	Mia Settles-Tidwell	Title Regional Executive Officer
OUSD Representative's Signature	Date 2/23/12	

<b>Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)</b>	
Approver Name	Title
Approver Signature <i>Manic Santos</i>	Date 4-2-2012.
Reason for Approval:	

# OUSD Consultant General Liability Insurance Reduced Insurance Requirement or Waiver Request

**Directions**

All consultants are required to provide proof of General Liability Insurance with limits of One Million Dollars per occurrence. Additional information about this requirement can be found on the internet under Finances, Procurement and Distribution tab, document entitled "Quick Tips: Consultant General Liability Insurance." In rare circumstances, where appropriate, the District can reduce the required amount of insurance or waive the general liability insurance requirement. To request that your contract is considered for either a reduced amount of insurance or a waiver, complete this form and submit it with a copy of the contract to Risk Management. Waivers will only be granted in cases where the consultant will have no interaction with students.

**Steps:**

1. OUSD Contract Originator completes request form
2. OUSD Contract Originator submits request form and **copy of contract** with Scope of Work to Risk Management at 1025 2<sup>nd</sup> Avenue, Room 115A or email [Veronica.LaFoucade@ousd.k12.ca.us](mailto:Veronica.LaFoucade@ousd.k12.ca.us)
3. Risk Management considers request and returns form within 10 business days to OUSD Contract Originator
4. If approved, OUSD Contract Originator submits form with completed contract to Procurement.

<b>Contractor Name</b>	TIES	<b>Contract Amount</b>	\$ 15,000.00
<b>OUSD Originator Name</b>	Mia Settles-Tidwell	<b>Site / Department</b>	Region 1 Netwk Office

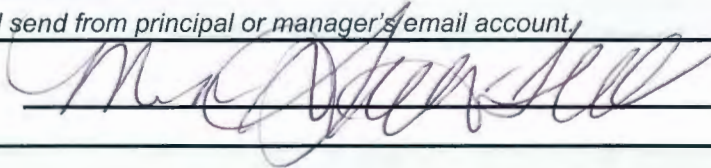
*Why do you believe that this contract poses a low risk to the District and should be eligible for a reduction or waiver of the general liability insurance requirement?*

Consultant will not interact with students.

**Signature of Contract Originator Requesting Waiver**

*If submitted via email, type name and send from principal or manager's email account.*

**OUSD Principal or Manager**



**Date**

*2/22/12*

**Risk Management**

**Approved:** Based on the scope of work provided, I approve the following adjustment to the General Liability Insurance requirement for this contract:

Reduced Requirement : \$ \_\_\_\_\_

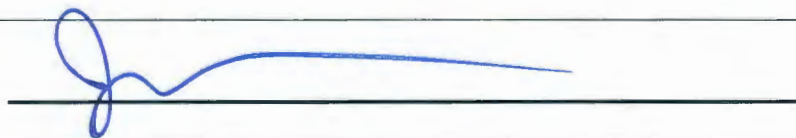
Waiver of General Liability Insurance Requirement

Reason for reduction or waiver: \_\_\_\_\_

**Denied:** Unfortunately, this contract does not qualify for a reduction or waiver

Denial Reason: \_\_\_\_\_

**Signature**



**Date**

*3/22/2012*

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

## Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

**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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
	<input type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
	<input type="checkbox"/> For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact *Emails about this contract should be sent to:* Karen.Bullocks@ousd.k12.ca.us

## Contractor Information

Contractor Name	TIES	Agency's Contact	Michelle Kalista
OUSD Vendor ID #	I005590	Title	Director of Development
Street Address	Euclid Avenue, Bingham Hall 105B	City	Cleveland
Telephone	(410) 243-2310	State	OH
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Zip	44106
		Email	michellekalista@tiesteach.org
		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	02/15/2012	Date work will end	06/30/2012	Other Expenses	0.00
Pay Rate Per Hour (required)	\$100.00	Number of Hours	150	Total Contract Amount	\$15,000.00

## 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 Science	9611143101	5825	\$15,000.00
			5825	\$
			5825	\$
Requisition No.	R0203496	Total Contract Amount	\$15,000.00	

## 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.epls.gov/epls/search.do>)

1.	Administrator / Manager (Originator)	Name	Mia Settles-Tidwell	Phone	(510) 879-2923	
	Site / Department	Region 1 Network Office			Fax	
	Signature				Date Approved	2/23/2012
2.	Resource Manager, if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	
3.	Regional Executive Officer	<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	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	<input type="checkbox"/> Consultant Aggregate Under \$50,000				
	Signature	Maria Santos			Date Approved	4-2-2012
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	P1207304			

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