

Board Office Use: Legislative File Info.	
File ID Number	12-0790
Introduction Date	4-25-12
Enactment Number	12-1151
Enactment Date	4-25-12



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

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 4-25-12
 (To be completed by Procurement)

Subject Professional Services Contract -
 Regents of the University of California Berkeley CA (contractor, City State)
 909/ Leadership, Curriculum, & Instruction (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Regents of the University of California. Services to be primarily provided to 909/ Leadership, Curriculum, & Instruction for the period of 01/04/2012 through 06/30/2012.

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

Bilingual and English Learner Programs has identified areas of need dealing with both accessibility to grade level content area information and Spanish to English transfer skills. The Regents of the University of California, California Reading and Literature Project provide this type of professional development for Teachers in a systematic way. This contract would provide development and support for up to 200 teachers in the areas of Spanish to English transfer skills and a series focused on literacy instruction, assessment, and intervention aligned to the common core state standards. Our goal is to develop teacher capacity so that they can best meet the needs of their English Learner students.

Discussion
 One paragraph summary of the scope of work.

Ratification by the Board of Education of a professional service contract between the Oakland Unified School District and Regents of the University of California Berkeley, California, for the latter to provide 64 hours of Results: Academic Language and Literacy Instruction K-5 Supporting Implementation of the Common Core State Standards, Results for English Language Learners Update, Spanish-English Biliteracy Transfer (SEBT), and A Developmental English Proficiency Test (ADEPT) for the period of January 04, 2012 through June 30, 2012 in an amount NOT TO EXCEED \$48,920.00

Recommendation Approval of professional services contract between Oakland Unified School District and Regents of the University of California. Services to be primarily provided to 909/ Leadership, Curriculum, & Instruction for the period of 01/04/2012 through 06/30/2012.

Fiscal Impact Funding resource name (please spell out) TITLE 3-ELD-STAFF DEVELOPMENT not to exceed \$48,920.00

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

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and Regents of the University of California (CONTRACTOR). 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 described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 01/04/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed forty-eight thousand, nine hundred and twenty Dollars (\$ 48,920.00). 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: na

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the 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.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* na which shall not exceed a total cost of \$ 0.00.
- 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.

- 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: Elizabeth Macias
Site /Dept.: 909/ Leadership, Curriculum, & Instruction
Address: 4551 Steele Street
Oakland, CA 94619
Phone: (510) 336-7592

CONTRACTOR:

Name: William J. Braver
Title: Senior Business Contracts Officer
Address: 1995 University Avenue, Suite 114
Berkeley CA 94720
Phone: (510) 642-3128

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 a 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.~~ *The Parties agree to the indemnification provision in Exhibit B.*

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. *The Parties agree to the copyright disposition provision in Exhibit B.*

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: *[Signature]*

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.

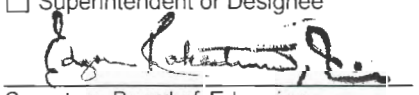
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. 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: 01/04/2012 Work shall be completed by: 06/30/2012 Total Fee: \$48,920.00

OAKLAND UNIFIED SCHOOL DISTRICT

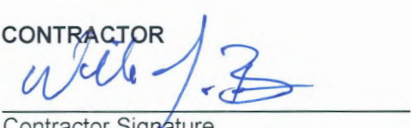

 President, Board of Education
 Superintendent or Designee


 Secretary, Board of Education

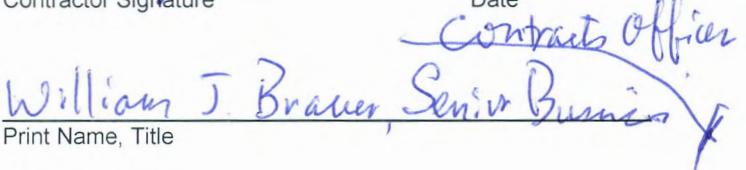
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Date

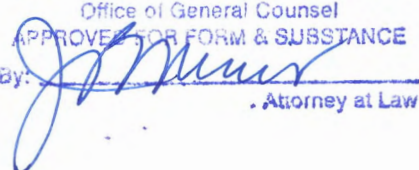
4/26/12
Date

CONTRACTOR


 Contractor Signature

12-8-11
Date


 Print Name, Title

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

File ID Number: 12-0790
 Introduction Date: 4-25-12
 Enactment Number: 12-1151
 Enactment Date: 4-25-12
 By: JZ

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.

Ratification by the Board of Education of a professional service contract between the Oakland Unified School District and Regents of the University of California Berkeley, California, for the latter to provide 64 hours of Results: Academic Language and Literacy Instruction K-5 Supporting Implementation of the Common Core State Standards, Results for English Language Learners Update, Spanish-English Biliteracy Transfer (SEBT), and A Developmental English Proficiency Test (ADEPT) for the period of January 04, 2012 through June 30, 2012 in an amount NOT TO EXCEED \$48,920.00

SCOPE OF WORK

Regents of the University of California will provide a maximum of 64.00 hours of services at a rate of \$764.38 per hour for a total not to exceed \$48,920.00. Services are anticipated to begin on 01/04/2012 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.

California Reading & Literature Project (CRLP) Results: Academic Language & Literacy Instruction K-5 Supporting Implementation of the Common Core Standards will address the right side of the literacy framework for Assessment & Instruction. The institute covers assessment & instructional routines appropriate for grade-level literature, grade-level content area informational text, complex text above grade-level for read alouds, and trade books. CRLP will also provide Results for English Language Learners Update that will provide participants with an update on the right side of the literacy framework for Assessment & Instruction in relation to the Common Core State Standards. In addition, CRLP will provide A Developmental English Proficiency Test (ADEPT), a valid and reliable oral language assessment instrument (aligned with the CELDT) that can be used with students across grade levels. CRLP will also provide a Spanish-English Biliteracy Transfer (SEBT) Update that will include follow-up/planning/demonstration and implementation. These professional development offerings will total 64 hours and will serve up to 200 teachers.

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.

As a result of the above mentioned professional development that the California Reading & Literature Project (CRLP) will provide participants will have a greater understanding of the literacy and language need of English Learner students in Sheltered English or Spanish Bilingual classes. Participants will also gain concrete tools of how to address a variety of needs that surface for English Learner 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 or 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.
-

A handwritten signature in blue ink, appearing to be 'D. J. A.', with a long horizontal line extending to the right.

EXHIBIT B

A handwritten signature in blue ink, appearing to be 'J. M.', is located in the upper right quadrant of the page.

Any other provision to the contrary notwithstanding, Contractor and District each agree to indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or other damages arising out of the performance of this Agreement suffered by the indemnified party 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.

District shall own the copyright of any materials produced in the performance of this Agreement, provided however, District hereby grants a perpetual, irrevocable, royalty-free license to Contractor to use such materials in any medium anywhere in the world for non-commercial educational and research purposes.



California Reading & Literature Project

2195 Hearst Avenue, #101

Berkeley, CA 94720-1040

Phone: (510) 643-6189

Fax: (510) 643-8457

Web: <http://csmpl.ucop.edu/projects/view/crlp>

Supported by:

California State Department of Education

The Regents of the university of California

The Graduate School of Education,

University of California at Berkeley

Bay Area Schools

U.S. Department of Education

SCHEDULE A
Scope of Work

Contractor Name: California Reading & Literature Project (CRLP) – UC Berkeley

School: Oakland Unified School District

CRLP will provide:

- **Results: Academic Language and Literacy Instruction K-5 Supporting Implementation of the Common Core State Standards**, a 4-day professional development institute for 40 teachers. The institute will address the right side of the literacy framework for Assessment and Instruction. The institute covers assessment and instructional routines appropriate for grade-level literature, grade-level content area informational text, complex text above grade-level for read alouds, and trade books.
 - **COST:** 4 full-day institute for 40 participants with two presenters: \$26,000.00
 - \$650 per participant: 30 – 40 participants
 - \$675 per participant: 25 – 29 participants
 - \$700 per participant: 20 – 24 participants
 - **DATES:**

Day 1: November 15, 2011	Day 3: January 20, 2012
Day 2: November 18, 2011	Day 4: February 7, 2012

CRLP will provide:

- **Results for English Language Learners Update**, a full day institute that will provide participants with an update on the right side of the literacy framework for Assessment and Instruction in relation to the Common Core State Standards. The institute covers a review of the assessment and instructional routines appropriate for grade-level literature, grade-level content area informational text, complex text above grade-level for read alouds, and trade books, for 2 cohorts of teachers for a total of 70 participants.
 - **COST:** 1 full day, broken into 2 sessions, for each cohort with two presenters: \$11,420.00
 - **DATES:**

Cohort 1: December 5 & 6, 2011
Cohort 2: January 10 & 13, 2012

CRLP will provide:

- **ADEPT – A Developmental English Proficiency Test**, a 4-hour professional development institute for 60 teachers over two sessions. The ADEPT is a valid and reliable oral language assessment instrument (aligned with the CELDT) that can be used with students across grade levels, K-8. ADEPT assesses a student's ability to understand and generate utterances using a scope and sequence of language forms, or structures, across the five levels of English proficiency.
 - **COST:** \$150 per participant, for a minimum of 20 participants per session with one presenter: \$9,000.00

- **DATES:** To be determined

CRLP will provide:

- **Spanish-English Biliteracy Transfer (SEBT)**, one full day of follow-up/planning/demonstration/implementation for up to 30 participants.
 - **COST:** \$2,500
 - **DATE:** To be determined

TOTAL CONTRACT: \$48,920.00

NO: 1112 - 064 GL

This certificate is issued to:

UNIVERSITY OF CALIFORNIA
OFFICE OF RISK SERVICES
131 UNIVERSITY HALL
BERKELEY, CA 94720-1100
(510) 642-5141

FILE COPY

OAKLAND UNIFIED SCHOOL DISTRICT
1025 SECOND AVENUE
OAKLAND, CA 94606-2212

UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

This is to certify that the University of California is self-insured for the following coverages:

Type of Coverage	Self-insured Limits
I. GENERAL LIABILITY:	
Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Other	
General Aggregate (Bodily Injury and Property Damage)	\$1,000,000
II. AUTOMOBILE LIABILITY:	
Vehicles Owned, Non-Owned or Hired (each occurrence)	
III. SPECIAL TERMS AND CONDITIONS:	
This certificate is issued in connection with the Special Terms and Conditions attached hereto and hereby made a part of this Certificate.	

Should any of the above described programs of self-insurance be materially modified or cancelled before the expiration date shown below, the Regents of the University of California will give advance written notice to the named certificate holder.

DATE ISSUED: 11/1/2011

CERTIFICATE EXPIRES: 06/30/2012



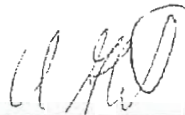
AUTHORIZED SIGNATURE
RISK MANAGER

ATTACHMENT TO CERTIFICATE 1112 - 064GL

1. The OAKLAND UNIFIED SCHOOL DISTRICT, its officers, agents, and employees are hereby named as additional insureds, but only in connection with the Professional Services Contract 2011-2012 between the University of California, Berkeley's Graduate School of Education and the OAKLAND UNIFIED SCHOOL DISTRICT for the California Reading & Literature Project and any necessary incidental purposes from October 15, 2011 through June 30, 2012.

This provision shall apply to claims, costs, injuries, or damages but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of The Regents of the University of California, its officers, agents, or employees.

2. The insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Services, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.
3. In the event of claims being made under any of the coverages of the policy or policies referred to herein by one or more insureds hereunder for which another or other insured hereunder may be liable, then the policy or policies shall cover such insured or insureds against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder. Nothing contained herein, however, shall operate to increase the insurer's or insurers' limits of liability as set forth in the insuring agreements.
4. The insurance evidenced on the attached Certificate of Insurance shall be primary insurance and not excess over or contributory with any other valid, existing or new applicable insurance in force for or on behalf of the OAKLAND UNIFIED SCHOOL DISTRICT.
5. This certificate shall be considered void unless the Professional Services Contract 2011-2012, attached hereto and hereby made part of this certificate, has been accepted by the insured.



Authorized Signature
University of California, Berkeley
Office of Risk Services

Date: November 1, 2011

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 7559

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

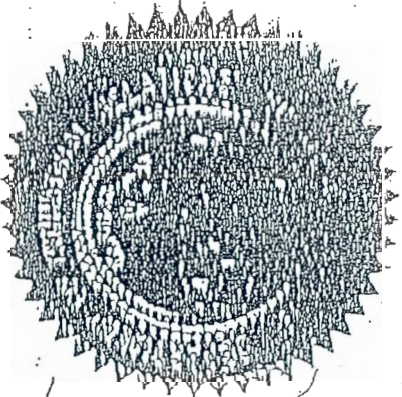
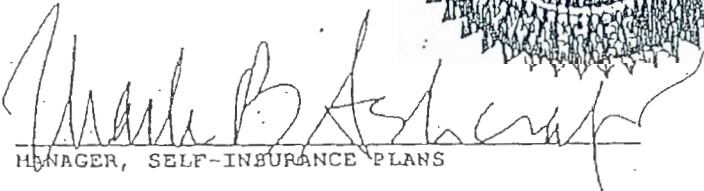
This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE March 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



DIRECTOR

MANAGER, SELF-INSURANCE PLANS

SUPERCEDES CERTIFICATE NO. P-1344

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

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

OUSD Staff Contact Emails about this contract should be sent to: marilu.boytes@ousd.k12.ca.us

Contractor Information

Contractor Name	Regents of the University of California	Agency's Contact	Brian C. Donohue				
OUSD Vendor ID #	V025738	Title	Business Contract Administrator				
Street Address	1995 University Avenue, Suite 114	City	Berkeley	State	CA	Zip	94720
Telephone	(510) 642-3128	Email	donohue@berkeley.edu				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input 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	01/04/2012	Date work will end	06/30/2012	Other Expenses	0.00
Pay Rate Per Hour (required)	\$ 764.38	Number of Hours	64.00	Total Contract Amount	\$ 48,920.00

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
4203	TITLE 3-ELD-ST	9091169205	5825	\$ 48,920.00
			5825	\$
			5825	\$
Requisition No.	R0203469		Total Contract Amount	\$ 48,920.00

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/eplis/search.do>)

1.	Administrator / Manager (Originator)	Name	Elizabeth Macias	Phone	(510) 336-7592	
	Site / Department	909/ Leadership, Curriculum, & Instruction			Fax	(510) 482-6773
	Signature	<i>[Signature]</i>			Date Approved	2/22/12
2.	Resource Manager, if using funds managed by: <input checked="" 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	<i>[Signature]</i>			Date Approved	3/16/12
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					
4.	Signature	<i>[Signature]</i>			Date Approved	3-23-12
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations <input type="checkbox"/> Consultant Aggregate Under \$50,000					
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		



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