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| <b>Board Office Use: Legislative File Info.</b> |                   |
| File ID Number                                  | 15-0354           |
| Introduction Date                               | 3-11-15           |
| Enactment Number                                | 15-0319           |
| Enactment Date                                  | 3/11/15 <i>DS</i> |



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools. Thriving Students*

# Memo

**To** Board of Education  
**From** Antwan Wilson, Superintendent

**Board Meeting Date**  
*(To be completed by Procurement)* 3/11/15

**Subject** Professional Services Contract - Regents of the University of California  
 - 954 - English Language Learner & Multilingual Achievement Office (site/department)

**Action Requested** Ratification of professional services contract between Oakland Unified School District and Regents of the University of California. Services to be primarily provided to 954 - English Language Learner & Multilingual Achievement Office for the period of March 12, 2015 through June 30, 2015.

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

With the advent of the CCSS (Common Core State Standards), World Language teachers need to understand how they can contribute to student success on the CCSS assessments. The BWLP (Berkeley World Language Project) is a regional site of the California World Language Project under the auspices of the CSMP (California Subject Matter Project), providing professional development for the teachers in our area. BWLP's experienced presenters will lead the OUSD World Language teachers to a better understanding of the CCSS ELA Anchor Standards. The BWLP presenters will share practical strategies to embed Common Core and World Language standards in daily classroom instruction.

**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 on behalf of the world language Project, California, for the latter to provide 6 professional development sessions of 1 ½ hours each on the topic "Common Core and World Language, Part 2" for the World Language teachers of Oakland Unified School District. The Berkeley World Language Project (formerly EBWLP: East Bay World Language Project) will provide the services of experienced consultant-presenters and appropriate materials for up to 30 teachers for the period of March 12, 2015 through June 30, 2015 in an amount NOT TO EXCEED \$5,070.00.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Regents of the University of California. Services to be primarily provided to 954 - English Language Learner & Multilingual Achievement Office for the period of March 12, 2015 through June 30, 2015.

**Fiscal Impact** Funding resource name (please spell out) Teaching and Learning World Language  
 not to exceed 5,070.00

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

|   |         |
|---|---------|
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**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

## PROFESSIONAL SERVICES CONTRACT 2014-2015

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on March 12, 2015, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 84,100, whichever is later. The work shall be completed no later than June 30, 2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed five thousand and seventy Dollars (5,070.00) [per fiscal year], at an hourly billing rate not to exceed \$ 140.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NCSSFL-ACTFL Can-Do Global Benchmarks (450) AND Materials for all sessions (\$420), which shall not exceed a total cost of \$ 870.00.

**5. CONTRACTOR Qualifications / Performance of Services:**

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

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

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

Professional Services Contract

**OUSD Representative:**

Name: Nicole Knight  
Site /Dept.: 954 - English Language Learner & Multilingual Achievement  
Address: 4551 Steele Street  
Oakland CA 94619  
Phone: (510) 551-8945  
Email: marilu.boytes@ousd.k12.ca.us

**CONTRACTOR:**

Name: Maria Rubinshteyn  
Title: Director, Business Contracts and Brand Protection  
Address: B40 Dwinelle Hall, #2640  
Berkeley CA 94720  
Phone: 510-877-4007 ext.15  
Email: n-salsig@berkeley.edu

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

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

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

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

Professional Services Contract

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

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

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

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

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

- 30. Contract Contingent on Governing Board Approval OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT
[Signature]
[ ] President, Board of Education
[ ] Superintendent
[ ] Chief or Deputy Chief
[Signature]
Secretary, Board of Education

CONTRACTOR
[Signature]
Contractor Signature
Maria Rubinshteyn
Director, Business Contracts and Brand Protection
Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

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

File ID Number: 15-0354
Introduction Date: 3/11/15
Enactment Number: 15-0319
Enactment Date: 3/11/15
By: [Signature]

### EXHIBIT "A" SCOPE OF WORK

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

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

The Berkeley World Language Project will provide professional learning sessions on the topic of "Common Core and World Language". The outcomes include considering CCSS and World Language Standards in textbook selection, incorporating NCSSFL-ACTFL Can-Do Global Benchmarks in the articulation of World Language Courses, choosing CCSS Speaking and Listening Standards to incorporate authentic audio and video in instruction, and practicing CCSS Reading and Writing strategies.

BWLP will provide 2 experienced presenters for up to 30 teachers:

Six PD sessions (1 ½ hours each) at \$400/session x 6 = 2,400.

Full day (6 hours): Articulation Levels 1 - AP 1,800

NCSSFL-ACTFL Can-Do Global Benchmarks 450

Materials for all sessions = 420.

TOTAL= \$5,070

**EXHIBIT B**

**AGREEMENT  
BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND  
OAKLAND UNIFIED SCHOOL DISTRICT**

Any other provision to the contrary notwithstanding, the following provisions shall govern the Agreement between The Regents of the University of California ("University") and Oakland Unified School District ("District") effective December 10, 2014.

**1. 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.

**2. Intellectual Property.** The ownership of any preexisting copyright in works or inventions employed in the performance of this Agreement shall remain unchanged, provided however, that each party hereby licenses to the other party the right to use such copyrighted work or invention only to the extent necessary to perform this Agreement. University shall own the copyright of any materials produced in the performance of this Agreement; provided, however, University hereby grants to District a royalty-free, non-exclusive license to use such materials for non-commercial educational research purposes.

**3. Trademark/University Name.** The University's name and trademarks are protected by California law and may not be used except to indicate identification or location without prior written approval of the University's Office of Business Contracts and Brand Protection.

**Oakland Unified School District**

**The Regents of the University of California**

By: \_\_\_\_\_  
Name:  
Its:

By: Maria Rubinshteyn  
Maria Rubinshteyn  
Director, Business Contracts and Brand  
Protection

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



## BWLP

**Site Co-Directors:**  
Don Doehla, M.A., NBCT  
Vintage High School  
Napa Valley USD  
[dm\\_doehla@berkeley.edu](mailto:dm_doehla@berkeley.edu)  
(707) 266-6242

Nancy Salsig, retired  
Liberty High School  
Liberty Union HSD  
[n-salsig@berkeley.edu](mailto:n-salsig@berkeley.edu)  
(510) 877-4002, x15

**Principal Investigator:**  
Richard Kern, Ph.D.  
Associate Professor  
Director,  
Berkeley Language Center  
University of California  
[rkern@berkeley.edu](mailto:rkern@berkeley.edu)

**Administrator:**  
Mark Kaiser, Ph.D.  
Associate Director,  
Berkeley Language Center,  
University of California  
[mkaiser@berkeley.edu](mailto:mkaiser@berkeley.edu)

**Leadership Team:**  
Gloria Payette, M.A., NBCT  
Freedom High School  
Liberty Union HSD

Carol L. Sparks, M.S.  
CSU East Bay  
Hayward, California

**Associate Team Members:**  
Kate Bloomer, M.A.  
El Cerrito High School  
West Contra Costa USD

Andrea Marek, B.A.  
Northgate High School  
Mount Diablo USD

**Administrative Assistant**  
Victoria Williams  
[victoria@berkeley.edu](mailto:victoria@berkeley.edu)  
(510) 877-4002, x19

# Berkeley World Language Project

## Berkeley Language Center

### University of California, Berkeley

November 11, 2014



## Scope of Work: Professional Development services San Leandro Unified School District World Language teachers: 2014-2015

### 1. Summary of Scope of Work:

The Berkeley World Language Project (BWLP) will provide 2 full-day (6-hour) professional development sessions, on the topic: "Vertical Articulation Level 1 to AP" for the World Language teachers of Oakland Unified School District. The BWLP will also provide 6 professional development sessions of 1½ hours each on the topic "Common Core and World Language - AP Articulation". The topics for these sessions are as follows: PD 1 - Textbook Review, PD 2 - ACTFL Can-Do Benchmarks, PD 3 - CCSS Speaking/Listening Part 1, PD 4 - CCSS Speaking and Listening Part 2, PD 5 - CCSS Reading, PD 6 - CCSS Writing.

### 2. BACKGROUND:

With the advent of the CCSS, World Language teachers want to know how they can articulate the World Language course offerings and contribute to student success on the CCSS assessments. The Berkeley World Language Project (formerly the East Bay World Language Project) is a regional site of the California World Language Project under the auspices of the CSMP (California Subject Matter Project). The BWLP presenters will share practical strategies to embed Common Core and World Language standards in daily classroom instruction and in articulation from Level 1 to AP.

### 3. Discussion:

BWLP will provide 2 experienced presenters for up to 30 teachers:

|   |                |
|---|----------------|
| Full day (6 hours): Articulation Level 1 - AP           | 2,000          |
| Six PD sessions (1 ½ hours each) at \$400/session x 6 = | 2,400.         |
| NCSSFL-ACTFL Can-Do Global Benchmarks                   | 450            |
| Materials for all sessions =                            | 300.           |
| <b>TOTAL=</b>   | <b>\$5,270</b> |

### 4. Specific Outcomes:

As a result of the services of the Berkeley World Language project, participants will be able to:

1. Consider Common Core and California World Language standards in textbook selection.
2. Incorporate NCSSFL-ACTFL Can-Do Global Benchmarks in the alignment, articulation and goals of World Language courses.
3. Plan comprehensible input to introduce new vocabulary and structures, in support of Common Core Speaking and Listening standards.
4. Choose Common Core Speaking and Listening strategies to incorporate authentic audio and video primary source material into instruction.
5. Practice Common Core Reading strategies for the design and delivery of instruction.
6. Embed Common Core Writing activities into the design and delivery of instruction.

We look forward to continuing our professional development work with the Oakland World Language teachers.

Nancy Salsig, Co-Director

Berkeley World Language Project  
Berkeley Language Center  
University of California, Berkeley  
**email:** [n-salsig@berkeley.edu](mailto:n-salsig@berkeley.edu)  
**phone:** 510-877-4002 ext.15  
925-682-8334  
**fax:** 510-642-9183





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 services of the Berkeley World Language project, participants will be able to:

1. Consider Common Core and California World Language standards in textbook selection.
2. Incorporate NCSSFL-ACTFL Can-Do Global Benchmarks in the alignment, articulation and goals of World Language courses.
3. Plan comprehensible input to introduce new vocabulary and structures, in support of Common Core Speaking and Listening standards.
4. Choose Common Core Speaking and Listening strategies to incorporate authentic audio and video primary source material into instruction.
5. Practice Common Core Reading strategies for the design and delivery of instruction.
6. Embed Common Core Writing activities into the design and delivery of instruction.

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

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

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

Please select:

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

[View assistance for Search Results](#)

Search Results

Your search returned the following results...

**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.

|   |   |   |
|---|---|---|
| <b>REGENTS OF THE UNIVERSITY OF CALIFORNIA, THE</b> |   | <a href="#">View Details</a>                |
| <b>DUNS:</b><br>078576738                           | <b>Address:</b> 1 CYCLOTRON RD<br><b>City:</b> BERKELEY | <b>Status:</b> Active                       |
| <b>CAGE Code:</b><br>1V988                          | <b>State:</b> CALIFORNIA<br><b>ZIP Code:</b> 94720-8099 | <b>Has Active Exclusion?:</b> No            |
| <b>DoDAAC:</b>                                      | <b>Country:</b> UNITED STATES                           | <b>Delinquent Federal Debt?:</b> No         |
|   |   | <b>Expiration Date:</b> 06/04/2015          |
|   |   | <b>Purpose of Registrations:</b> All Awards |

**Glossary**

**Search Results**

- Entity
- Exclusion
- Search Filters**
- By Record Status
- By Functional Area - Entity Management
- By Functional Area - Performance Information

SAM | System for Award Management L.O

IBM v1.P.23.20141126-1047

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



InsufficientMemory

Error:

PCL XL Error

NO: 1415 - 084 GL  
This certificate is issued to:

UNIVERSITY OF CALIFORNIA  
OFFICE OF RISK SERVICES  
2130 CENTER STREET SUITE 200  
BERKELEY, CA 94720-4208  
(510) 642-5141

OAKLAND UNIFIED SCHOOL DISTRICT  
4551 STEELE STREET  
OAKLAND, CA 94619

FILE COPY

## 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 |
|---|---------------------|
| <b>I. GENERAL LIABILITY:</b>                          |                     |
| 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: 9/19/2014

CERTIFICATE EXPIRES: 06/30/2015

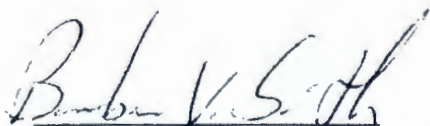
  
\_\_\_\_\_  
AUTHORIZED SIGNATURE  
RISK MANAGER

ATTACHMENT TO CERTIFICATE 1415 – 084 GL

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 Routing Form 2014-2015 between the University of California, Berkeley's Graduate School of Education and the **OAKLAND UNIFIED SCHOOL DISTRICT** to provide a professional development institute for academic language and literacy instruction and any necessary incidental purposes from August 12, 2014 through June 30, 2015.

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 Routing Form 2014-2015**, 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: September 19, 2014

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



## Basic Directions

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

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

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

Attachment Checklist

For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check

For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)

For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

**OUSD Staff Contact** Emails about this contract should be sent to: (required) [marilu.boytes@ousd.k12.ca.us](mailto:marilu.boytes@ousd.k12.ca.us)

## Contractor Information

|                    |   |                  |   |       |              |
|--------------------|---|------------------|---|-------|--------------|
| Contractor Name    | Regents of the University of California   | Agency's Contact | Maria Rubinshteyn   |       |              |
| OUSD Vendor ID #   | V054251   | Title            | Director, Business Contracts and Brand Protection   |       |              |
| Street Address     | B40 Dwinelle Hall, #2640  | City             | Berkeley  | State | CA Zip 94720 |
| Telephone          | 510-877-4007 ext.15   | Email (required) | n-salsig@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       | March 12, 2015 | Date work will end         | June 30, 2015 | Other Expenses | \$ 870.00 |
| Pay Rate Per Hour (required) | \$ 140.00      | Number of Hours (required) | 30            |                |           |

## 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      |
|-----------------------------------|-----------------------|------------|------------------------------|-------------|
| 0000                              | Teaching and Learning | 9091110111 | 5825                         | \$ 5,070.00 |
|                                   |                       |            | 5825                         |             |
|                                   |                       |            | 5825                         |             |
| <b>Requisition No. (required)</b> | R0153284              |            | <b>Total Contract Amount</b> | \$ 5,070.00 |

## Approval and Routing (in order of approval steps)

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

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

|                    |  |  |               |                 |                |
|--------------------|--|--|---------------|-----------------|----------------|
| 1.                 | <b>Administrator / Manager (Originator)</b>  | Name   | Nicole Knight | Phone           | (510) 551-8945 |
|                    | Site/Department (Name & #)   | 954 - English Language Learner & Multilingual Achievement Office |               | Fax             | (510) 482-6773 |
|                    | Signature  |  |               | Date Approved   | 2/16/15        |
| 2.                 | <b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships <input type="checkbox"/> Risk |  |               |                 |                |
|                    | <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)  |  |               |                 |                |
|                    | Signature  |  |               | Date Approved   |                |
| 3.                 | <b>Network Superintendent/Deputy Network Superintendent</b>  |  |               |                 |                |
|                    | Signature  |  |               | Date Approved   |                |
| 4.                 | <b>Chiefs / Deputy Chiefs</b> Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100   |  |               |                 |                |
|                    | <input type="checkbox"/> Services described in the scope of work align with needs of department or school site   |  |               |                 |                |
|                    | <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work  |  |               |                 |                |
|                    | Signature  |  |               | Date Approved   | 2/18/15        |
| 5.                 | <b>Superintendent, Board of Education</b> Signature on the legal contract  |  |               |                 |                |
| <b>Legal</b>       | Required if not using standard contract  | Approved   |               | Denied - Reason | Date 2-11-15   |
| <b>Procurement</b> | Date Received  |  |               | PO Number       |                |