

Board Office Use: Legislative File Info.	
File ID Number	15-0260
Introduction Date	2-25-15
Enactment Number	15-0257
Enactment Date	2/25/15 <i>2A</i>



# Memo

To Board of Education  
 From Antwan Wilson, Superintendent

Board Meeting Date  
 (To be completed by Procurement) 2/25/15

Subject Professional Services Contract - The Regents of the University of California/LHS  
 - 909 - Teaching & Learning/Science (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and The Regents of the University of California/LHS. Services to be primarily provided to 909 - Teaching & Learning/Science for the period of Dec. 1, 2014 through June 30, 2015.

Background  
*A one paragraph explanation of why the consultant's services are needed.*  
 BaySci is designed to strengthen inquiry-based elementary science instruction in the Bay Area through a concerted partnership and supportive network of local school districts, district leadership, schools, and teachers with the Lawrence Hall of Science and Exploratorium. The goal of the OUSD-BaySci partnership is to further district-and teacher-based elementary science education reform in Oakland through district-level planning and technical assistance focused on leadership and capacity building around elementary science education. A key feature of BaySci is that it addresses the specific individual needs expressed by the district by taking strategic advantage of top level district and school site leaders' participation for the purpose of prioritizing high quality science instruction within the district and building leadership capacity at various ranks in the district administration.

Discussion  
*One paragraph summary of the scope of work.*  
 The BaySci Program supports regional connections among Science-rich Educational Institutions (SREIs), district, teachers, and individual leaders who can support the improvement of and advocate for elementary science education in the Bay Area. This program will draw from the long-standing resources and expertise of the Lawrence Hall of Science to provide strategic support in science.

Recommendation Ratification of professional services contract between Oakland Unified School District and The Regents of the University of California/LHS. Services to be primarily provided to 909 - Teaching & Learning/Science for the period of Dec. 1, 2014 through June 30, 2015.

Fiscal Impact Funding resource name (please spell out) Bechtel Smart  
Bechtel Smart not to exceed \$ 39,000.00

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

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OAKLAND UNIFIED SCHOOL DISTRICT

**PROFESSIONAL SERVICES CONTRACT 2014-2015**

This Agreement is entered into between The Regents of the University of California/LHS (Lawrence Hall of Science) (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 Dec. 1, 2014, 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 thirty-nine thousand Dollars (\$ 39,000.00) (per fiscal year), at an hourly billing rate not to exceed \_\_\_\_\_ 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: N/A

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: N/A which shall not exceed a total cost of \$ 0.00

**5 CONTRACTOR Qualifications / Performance of Services**

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

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

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



Professional Services Contract

**OUSD Representative:**

Name: Caleb Cheung  
Site /Dept.: 909 - Teaching & Learning/Science  
Address: 4551 Steele Street  
Oakland, CA 94619  
Phone: (510) 336-7823  
Email: caleb.cheung@ousd.k12.ca.us

**CONTRACTOR:**

Name: Karen E. Eltheridge  
Title: Senior Business Contracts Specialist  
Address: Lawrence Hall of Science, 1 Centennial Dr.  
Berkeley CA 94720-5200  
Phone: 510-642-2829  
Email: contracts@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~~ <sup>will be sent separately</sup>. 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.

Initial  


Initial  


11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR <sup>either party</sup> without the express prior written consent of OUSD ~~the other party~~.

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



Professional Services Contract

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

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[Signature]

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. Reciprocal Indemnification is attached hereto and made part of this Agreement as Exhibit B.~~

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[Signature]

15. **Copyright/Trademark/Patent/Ownership:** ~~CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.~~

16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

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[Signature]

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:

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[Signature]

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:

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[Signature]

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)~~.

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[Signature]

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.~~

Initial  
[Signature]

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 for three years unless otherwise agreed in writing by the authorized representatives of the parties~~



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.

The Lawrence Hall of Science ("LHS")

- 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.

Initial  
*[Handwritten signature]*

<sup>LHS</sup> ~~CONTRACTOR~~ affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between <sup>LHS</sup> ~~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, <sup>LHS</sup> ~~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 <sup>LHS</sup> ~~CONTRACTOR~~ receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, <sup>LHS</sup> ~~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

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

CONTRACTOR The Regents of the University of California on behalf of its Lawrence Hall of Science

Contractor Signature

Karen E. Etheridge

Senior Business Contracts Specialist

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

OAKLAND UNIFIED SCHOOL DISTRICT  
 APPROVED BY  
*[Handwritten Signature]*  
 SUPERINTENDENT

File ID Number: 15-0260  
 Introduction Date: 2/25/15  
 Enactment Number: 15-0257  
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 By: *[Handwritten 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.

1. District Planning of Science

- a. Facilitate planning on design and implementation of the OUSD science program and vision with the goals of increasing science leadership capacity throughout the district and school sites, and improving the quality and quantity of K-5 science instruction district-wide.
- b. Collaborate with the OUSD science leadership team on the overall district elementary science engagement strategy.
- c. Participate in OUSD Core Group Meetings, Research Symposia, and STEM Calls

2. Technical Assistance

- a. Respond to OUSD needs through consultation and customized support, including planning professional developments initiatives.
- b. Assisting in the design of differentiated professional developments offerings for teacher leaders and principals informed by the analysis of student assessments, Science 5x8 card, classroom practice and levels of school -wide implementation.
- c. Participate in OUSD Science Team meetings.

### BaySci Partnership

BaySci is designed to strengthen inquiry-based elementary science instruction in the Bay Area through a concerted partnership and supportive network of local school districts, district leadership, schools, and teachers with the Lawrence Hall of Science and Exploratorium. The goal of the OUSD – BaySci partnership is to further district- and teacher-based elementary science education reform in Oakland through district-level planning and technical assistance focused on leadership and capacity-building around elementary science education. A key feature of BaySci is that it addresses the specific individual needs expressed by the district by taking strategic advantage of top-level district and school site leaders' participation for the purpose of prioritizing high-quality science instruction within the district and building leadership capacity at various ranks in the district administration.

The Scope of Work includes:

1. District Planning for Science
  - a. Facilitate planning on design and implementation of the OUSD science program and vision with the goals of increasing science leadership capacity throughout the district and school sites, and improving the quality and quantity of K-5 science instruction district wide.
  - b. Collaborate with the OUSD science leadership team on the overall district elementary science engagement strategy.
2. Technical Assistance
  - a. Respond to OUSD needs through consultation and customized support, including planning professional development initiatives.
  - b. Assist in the design of differentiated professional development offerings for Science Focus Schools, Teacher Leaders, and principals.
  - c. Participate in OUSD Science Team meetings.
  - d. Participate in 1/30/15 Buy Back Day and Summer Institute.

Total: \$39,000

Dates: December 1, 2014 to June 30, 2015



Professional Services Contract

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

BaySci is designed to strengthen inquiry-based elementary science instruction in the Bay Area through a concerted partnership and supportive network of local school districts, district leadership, schools, and teachers with the Lawrence Hall of Science and Exploratorium. The goal of the OUSD-BaySci partnership is to further district-and teacher-based elementary science education reform in Oakland through district-level planning and technical assistance focused on leadership and capacity building around elementary science education. A key feature of BaySci is that it addresses the specific individual needs expressed by the district by taking strategic advantage of top level district and school site leaders' participation for the purpose of prioritizing high quality science instruction within the district and building leadership capacity at various ranks in the district administration.

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

- |  |  |
|--|--|
| <input type="checkbox"/> Ensure a high quality instructional core      | <input 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 type="checkbox"/> Create equitable opportunities for learning   | <input type="checkbox"/> Accountable for quality                             |
| <input 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



## **DIANA VELEZ**

### **Professional Development Specialist,**

Lawrence Hall of Science, University of California, Berkeley, CA 94720-5200

Tel (510) 664-4751 or 642-8941 Fax (510) 642-7387; dvelez@berkeley.edu

**June 2008 to Present: FOSS Professional Development and Leadership Specialist,** Lawrence Hall of Science. Design and implement professional learning for K-8 teachers in science and leadership development; assist in the development of FOSS science curriculum, focusing on literacy and English Language Development (ELD).

**2008-2012: Co-Director, ACES (Advancing Collaboration for Equity in Science),** a project focused on improving student achievement in science and writing through the use of student science notebooks and culturally and linguistically responsive teaching in science instruction, family engagement, and Professional Learning Committees (PLCs)

**- Professional Development Specialist, BASP (Bay Area Science Project).** Designed and implemented professional learning for K-8 teachers focusing on inquiry-based science, science and literacy, science and ELD, science in Spanish, science outdoors, and PLCs.

**2006-2008: Instructional Facilitator, Korematsu Discovery Academy, Oakland Unified School District, (OUSD).** Designed and conducted professional development and coaching for teachers on site; coordinated instructional programs and assessments; facilitated PLCs; coordinated community events; assisted with student discipline, classroom management and parental concerns.

**2005-2006: Design Team Leader, OUSD.** Created and lead a design team composed of teachers, parents, community members, and BASP through the OUSD New School Development Group's "incubation" process which culminated in the opening of a science, math and technology school (Korematsu Discovery Academy)

**2006-2008 - Oakland Unified School District, Math Curriculum Council Member.**

Collaborated with math teacher leaders and coaches in the district on the development and revision of the OUSD Mathematics Instructional Guide; provided teacher training; developed assessments and ELD strategy components.

**- Techbridge Teacher, Chabot Space and Science Center.** Taught weekly afterschool program for 5th grade girls in technology, science, and engineering

**- Mathematics Instructor, Alameda County Office of Education**

Lead 5-day summer institutes for teachers required to cover the state standards and framework for mathematics

**- Co-Founder NECCO (Neighborhood Ecology Club Collaborative of East Oakland),**

Collaborated with Golden Gate Audubon's Eco-Oakland Program Director to form a collaborative to support East Oakland schools in forming after-school ocean/ecology clubs at their sites.

**2003-2008: FOSS Consultant, Delta.** Lead workshops on FOSS kits

**2003-2006: Math and Science Coach,** Stonehurst Elementary School, OUSD.

**1997-2003: Bilingual Teacher** at Stonehurst Elementary School, OUSD

## VANESSA LUJAN, Ph.D.

Dr. Lujan is a Coordinator of Public Programs for the Lawrence Hall of Science with appointments in the Center for Leadership in Science Teaching. She is Project Director for BaySci: Partnership for Bay Area Science Education, a coordinated effort by science education leaders, Science-rich Education Institutions (SREIs), districts, schools, and teachers to systematically enhance the quantity and quality of science education in California.

Dr. Lujan is also Co-Principal Investigator for the National Science Foundation, Discovery Research in K-12 Education project, *Social Dynamics: Leveraging Online Social Networks to Shape Science Identities and Support Learning Science Concepts in Middle School Students*.

Her research expertise includes understanding the intersection of ethnic and gender identity within the sciences and cultural diversity as it relates to science teaching and learning.

Dr. Lujan has served as a panel member for the National Research Council's *Successful STEM Education in K-12 Schools*, and has experience teaching high school and undergraduate science, developing undergraduate science curriculum, and program leadership of a comprehensive school district community and parent involvement program.

Dr. Lujan has a Ph.D. and M.A. in Science Education from the University of Texas at Austin, and a B.A. in Human Biology from Stanford University.



## CRAIG STRANG

**Craig Strang, Associate Director, Lawrence Hall of Science, Director, MARE (Marine Activities, Resource & Education),** Lawrence Hall of Science, University of California, Berkeley, CA 94720-5200 (510) 642-9809, Fax (510) 642-1055, [cstrang@berkeley.edu](mailto:cstrang@berkeley.edu)

**January 1996 – Present:** Associate Director, Lawrence Hall of Science; Director, Center for Leadership in Science Teaching, programs providing professional development for teachers and administrators.

1991 – Present: Founding Director, MARE: Marine Activities, Resources & Education, Lawrence Hall of Science. This curriculum and professional development program is specifically designed to promote literacy and language acquisition among English language learners.

January 2008—Present: Principal Investigator, BaySci (Bay Area Partnership for Science Education): builds district capacity and leadership for supporting and improving high quality elementary science education in seven Bay Area school districts.

2002-present: Director, Center for Ocean Sciences Education Excellence—California (NSF-funded partnership btw LHS, Scripps Institution of Oceanography, College of Exploration, San Diego Unified School District, University of Hawaii).

2003-2005: Founding Chair of the National COSEE Council (governing body of the National COSEE Network).

1985 – Present: Naturalist/Trip Leader, Oceanic Society Expeditions. Lead natural history expeditions to Baja California, Galapagos, East Africa, and off coastal California.

1988-1991: Education Director, The Oceanic Society/Ocean Alliance

1985-1991: Founding Director, Project OCEAN: Oceanic Classroom Education & Networking, The Oceanic Society/Ocean Alliance

1983-1985: Asst Director, Science Oriented Learning, Co-Author of Science Alive!, a 5-volume bilingual, multi-cultural curriculum for grades 2-6.

Lynn Barakos is a professional learning specialist and senior staff member at UC Berkeley's Lawrence Hall of Science who co-taught the award-winning Communicating Science course at UC Berkeley for twelve years. She has led and designed site-based and district-wide professional learning programs at LHS since 1996. She has also taught and developed chemistry programs for children from pre-school to high school, developed and led extensive teacher education programs in science and inquiry, and consulted with teachers and districts about standards-based, instructional improvement for science for the Lawrence Hall of Science. She co-authored *Assessment-Centered Teaching: A Reflective Practice* (2008) that documents district-wide implementation of assessment-centered teaching approaches with teachers. She is currently one of the lead developers for the BEETLES professional learning program and leading the BaySci Teacher Leadership Academy for participating K-5 Bay Area districts.

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Lynn Barakos  
Professional Development Specialist  
Lawrence Hall of Science  
University of California at Berkeley  
[lbarakos@berkeley.edu](mailto:lbarakos@berkeley.edu)



**Emily Weiss, Science and Literacy Education Specialist, Center for Leadership in Science Teaching, Lawrence Hall of Science, University of California, Berkeley, CA 94720-5200 (510) 643-6350, Fax (510) 642-1055, weisse@berkeley.edu**

September 2012-present: Co-Project Director; “*Practicum Academy To Improve Science Education (PrAcTISE)*” (4-year NSF DRK-funded project); Lawrence Hall of Science. This collaborative project between the Hall and Stanford University School of Education researches the efficacy of a practicum-based model of professional development focused on supporting teachers as they develop their practice around the overlap of science and literacy, especially with regard to facilitating student discourse and evidence-based argumentation.

September 2012-present: Technical Assistance Provider; “*BaySci*” (Multi-year Moore and Bechtel Foundations-funded project); Lawrence Hall of Science. Support multiple Bay Area school districts around planning and implementation of high quality K-12 science instruction.

2010-2012: Co-Project Director; “*Youth & the Ocean: Teaming High School and Graduate Students Together for Coastal Investigations*” (2-year NSF-funded project); Lawrence Hall of Science.

2006-present: Science & Literacy Education Specialist; Center for Leadership in Science Teaching and *Marine Activities Resources and Education (MARE)*; Lawrence Hall of Science. Develop and deliver professional development regarding the overlap of science and literacy and inquiry-based science education.

2007-2011: Project Manager; “*Reducing Barriers to Academic Achievement & Marine Geosciences Careers: Developing a Model Middle School Program Integrating Marine Geosciences & Literacy*” (*jYO!*) (3 year NSF-funded project); Lawrence Hall of Science.

2007-2012: Curriculum Developer; Served as primary author on two GEMS multi-unit, kit-based, NGSS-aligned formal education curriculum sequences and one hands-on, inquiry-based after school science curriculum module; Lawrence Hall of Science.

2008-2010: Program Manager; *New York City Regional School District 6 Magnet Grant Subaward*. Lawrence Hall of Science. Provided professional development to teaching staff at a Brooklyn, NY middle school as part of a grant to help transform from a regular public middle school to a magnet school with an aquatic sciences focus.

2006-2009: MARE Program Coordinator; *Marine Activities Resources and Education*; Lawrence Hall of Science. Oversaw professional development and program implementation for an immersive marine science program that engages whole school communities at hundreds of schools nationwide.

Summers 2004-2005: Teacher and Curriculum Developer; *Embryology and Marine Electronics & Engineering classes*; Woods Hole Children’s School of Science; Woods Hole, MA.

2004–2005: Literacy Consultant; Falmouth Public Schools; Falmouth, MA.

2000–2003: 5<sup>th</sup> and 6<sup>th</sup> Grade Reading Specialist; Parker Middle School; Chelmsford Public Schools, Chelmsford, MA.

Summers 2001-2002: Trainer; *Bay State Readers Academy*; Massachusetts Department of Education; Massachusetts.

2001–2005: Literacy Consultant; *Hanson Initiative for Language & Literacy* MGH Institute for Health Professions, Massachusetts General Hospital; Boston, MA.

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR

NUMBER 7559

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

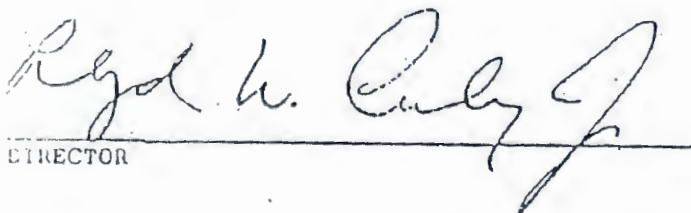
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

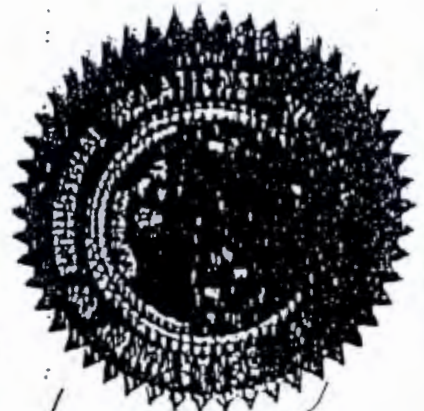

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

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



NO: 1415 - 147 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

## UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

FILE COPY

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: 11/25/2014

CERTIFICATE EXPIRES: 06/30/2015

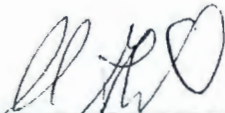
  
\_\_\_\_\_  
AUTHORIZED SIGNATURE  
RISK MANAGER

ATTACHMENT TO CERTIFICATE 1415 – 147 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 2014-2015 between the University of California, Berkeley's Lawrence Hall of Science and the **OAKLAND UNIFIED SCHOOL DISTRICT** to provide onsite BaySci workshops and any necessary incidental purposes from December 1, 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 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: November 25, 2014



**EXHIBIT B**

**INDEMNIFICATION**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
On behalf of its Lawrence Hall of Science  
University of California, Berkeley

The Regents of the University of California ("University") shall defend, indemnify and hold the Oakland Unified School District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

The Oakland Unified School District shall defend, indemnify and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Oakland Unified School District, its officers, agents or employees.

A handwritten signature in black ink, appearing to be "J. M.", is located on the left side of the page, below the second paragraph of text.

USER NAME

PASSWORD

LOGIN

[Forgot Username?](#)

[Forgot Password?](#)

[Create an Account](#)

SAM.gov will be down for a scheduled maintenance window this Saturday night 10/18/2014 9:00pm (EDT) to Sunday morning 10/19/2014 09:00 AM (EDT)

## Entity Dashboard

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
DUNS: 003985512 CAGE Code: 1GGN0  
Status: Active

1111 FRANKLIN ST 12TH FL  
OAKLAND, CA, 94607-5201,  
UNITED STATES

- › [Entity Overview](#)
- › [Entity Record](#)
- › [Core Data](#)
- › [Assertions](#)
- › [Reps & Certs](#)
- › [POCs](#)
- › [Reports](#)
- › [Service Contract Report](#)
- › [BioPreferred Report](#)
- › [Exclusions](#)
- › [Active Exclusions](#)
- › [Inactive Exclusions](#)

[RETURN TO SEARCH](#)

## Entity Overview

### Entity Information

Name: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
Business Type: US State Government  
POC Name: Andrew Boulter  
Registration Status: Active  
Activation Date: 07/08/2014  
Expiration Date: 07/08/2015

### Exclusions

Active Exclusion Records? No

SAM | System for Award Management 3.0

IBM v1.P.16-20141003-1531

WWW1

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



USA.gov



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Basic Directions	
Additional directions and related documents are in the School Operations Library ( <a href="http://intranet.ousd.k12.ca.us">http://intranet.ousd.k12.ca.us</a> )	
<b>Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.</b>	
<ol style="list-style-type: none"> <li>Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.</li> <li>Ensure contractor meets the <u>consultant requirements</u> (including The Excluded Party List, Insurance and HRSS Consultant Verification)</li> <li>Contractor and OUSD contract originator complete the contract packet together and attach required attachments.</li> <li>Within 2 weeks of creating the requisition the OUSD contract originator submits <u>complete</u> contract packet for approval to Procurement.</li> </ol>	
Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the 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: Results page of the Excluded Party List ( <a href="https://www.sam.gov/">https://www.sam.gov/</a> ) <input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant) <input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured <input checked="" type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance (Ref to Section 10 of the Contract)
OUSD Staff Contact	Emails about this contract should be sent to: (required) <u>Christine.chen@ousd.k12.ca.us</u>

Contractor Information			
Contractor Name	The Regents of the University of California/LHS	Agency's Contact	Karen E. Etheridge
OUSD Vendor ID #	V053793 Lawrence Hall of Science	Title	Senior Business Contracts Specialist
Street Address	Lawrence Hall of Science, 1 Centennial Dr.	City	Berkeley
Telephone	510-642-2829	State	CA
		Zip	94720-5200
		Email (required)	contracts@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	Dec. 1, 2014	Date work will end	June 30, 2015
Pay Rate Per Hour (required)		Other Expenses	\$ 0.00
	Number of Hours (required)		

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	Bechte	9091143202	5825	\$ 39,000.00
			5825	
			5825	
Requisition No. (required):		R0152260	Total Contract Amount	
			\$ 39,000.00	

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.				
<input checked="" type="checkbox"/> OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List ( <a href="https://www.sam.gov/">https://www.sam.gov/</a> )				
1.	Administrator / Manager (Originator)	Name	Caleb Cheung	
	Site / Department	909 - Teaching & Learning/Science	Phone	(510) 336-7823
	Signature	<i>Caleb Cheung</i>	Date Approved	1/26/2015
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships			
	<input type="checkbox"/> 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			
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Signature	<i>[Signature]</i>	
	Consultant Aggregate Under <input type="checkbox"/> Over <input type="checkbox"/> \$50,000	Date Approved	2/3/15	
5.	Superintendent, Board of Education Signature on the legal contract			
Legal Required if not using standard contract	Approved	Denied - Reason	Date	
	<i>[Signature]</i>		1/26/15	
Procurement	Date Received	PO Number		