

Board Office Use: Legislative File Info.	
File ID Number	14-1195
Introduction Date	6/25/14
Enactment Number	14-1114
Enactment Date	6-25-14



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

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

Board Meeting Date
(To be completed by Procurement) 6-25-14

Subject Professional Services Contract -
Board of Trustees of the Leland Stanford Junior University, Palo Alto, CA (contractor, City State)
909/Leadership, Curriculum, & Instruction (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Board of Trustees of the Leland Stanford Junior University. Services to be primarily provided to Leadership, Curriculum, & Instruction for the period of January 1, 2014 through June 30, 2014.

Background
A one paragraph explanation of why the consultant's services are needed.
 OUSD has requested the services of Stanford-based Understanding Language to conduct a district-wide review of the services OUSD provides its English language learners. There are many changes that are coming our way as a result of new content and ELD standards, and we would like to take stock of the way in which we currently serve ELLs to identify ways in which we can improve. The overarching goal of this study is to get a sense of the practices, programs, and policies that currently affect our ELLs (and those who support them) to identify areas for improvement throughout the entire system. Results from this study will be submitted in a written report to the school board, the district office, and to the principals at all participating schools.

Discussion
One paragraph summary of the scope of work.
 Approval by the Board of Education of a Professional Services Contract between the District and Board of Trustees of the Leland Stanford Junior University, Palo Alto, CA, for the latter to provide an oral report by June 2014, and a final written report and framework base on the evaluation of the five principal areas 1) Access to the Common Core and Next Generation Science Standards 2) Access to A-G Pathways 3) Attention to social and emotional learning 4) Engagement of parental supports 5) Language development for the period January 1, 2014 through June 30, 2014 in an amount not to exceed \$126,062.00.

Recommendation Approval of professional services contract between Oakland Unified School District and Board of Trustees of the Leland Stanford Junior University. Services to be primarily provided to Leadership, Curriculum, & Instruction for the period of January 1, 2014 through June 30, 2014.

Fiscal Impact Funding resource name (please spell out) CORE Waiver College Career
 not to exceed \$ 126062

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

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OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

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

- Services:** The 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 January 1, 2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than June 30, 2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed one hundred twenty six thousand sixty two Dollars (\$ 126062). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: NA

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

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

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: NA which shall not exceed a total cost of \$ 0.
- CONTRACTOR Qualifications / Performance of Services.**

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

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

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

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 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NA which shall not exceed a total cost of \$ 0.
- CONTRACTOR Qualifications / Performance of Services.**

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

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

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Nicole Knight
Site /Dept.: 909/Leadership, Curriculum, & Instruction
Address: 4551 Steele Street, 94619
Oakland, CA
Phone: 510 336-7564

CONTRACTOR:

Name: Catherine Boxwell
Title: Senior Contract & Grant Officer
Address: 3160 Porter Dr., Suite 100
Palo Alto, CA 94304
Phone: 650 725-6864

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

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

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

10. Insurance:

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

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
 - iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

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

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

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: 

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

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of 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.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: January 1, 2014 Work shall be completed by: June 30, 2014 Total Fee: \$ 126062

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

6-26-14
Date

6-26-14
Date

BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY
CONTRACTOR

Catherine Boxwell
Contractor Signature

5/29/14
Date

Catherine Boxwell, Senior Contract & Grant Officer

Print Name, Title

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel

APPROVED FOR FORM & SUBSTANCE

[Signature]
Attorney at Law

File ID Number: 14-1195

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BV:

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Approval by the Board of Education of a Professional Services Contract between the District and Board of Trustees of the Leland Stanford Junior University, Palo Alto, CA, for the latter to provide an oral report by June 2014, and a final written report and framework base on the evaluation of the five principal areas 1) Access to the Common Core and Next Generation Science Standards 2) Access to A-G Pathways 3) Attention to social and emotional learning 4) Engagement of parental supports 5) Language development for the period January 1, 2014 through June 30, 2014 in an amount not to exceed \$126,062.00.

SCOPE OF WORK

Board of Trustees of the Leland Stanford Junior University will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$ 126062. Services are anticipated to begin on January 1, 2014 and end on June 30, 2014.

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.

Five principal areas are to be evaluated: 1) Access to the Common Core and Next Generation Science Standards 2) Access to A-G Pathways 3) Attention to social and emotional learning 4) Engagement of parental supports 5) Language development

Each area is broken down into three categories for purposes of analysis:

1) Practices 2) Programs 3) Policies

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.

An oral report with initial findings will be made to the board in June, 2014. A final written report of findings with recommendations and a framework that will guide the district's future work in this area. All instruments and resources developed for purposes of this study will be submitted at that time as well.

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

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

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

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____

 - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

SAM Search Results
List of records matching your search for :

Search Term : Board* of Trustees* of the* Leland* Stanford* Junior* University*
Record Status: Active

No Search Results

ADDENDUM
PROFESSIONAL SERVICES CONTRACT BETWEEN DISTRICT AND LELAND STANFORD JUNIOR
UNIVERSITY
IMPROVEMENT OF OUTCOMES FOR ENGLISH LANGUAGE LEARNERS

3. **Compensations:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed one hundred twenty six thousand sixty two dollars (\$126,062). 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.

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Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, and period during which the services was rendered.

8. . Please modify the clause to read:
"Invoices shall include, but not be limited to: Consultant names, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, brief description of services provided, and current and cumulative charges." It will also include a certification reading, 'I hereby affirm that the above bill is correct and just, and that payment thereof has not been received.' – signed by an official of the University.

13. Anti-Discrimination. Please remove the language requiring Stanford to comply with OUSD policy. Stanford's anti-discrimination policy should cover all the bases, and we don't know the OUSD policy.

15. Indemnification. Please modify this clause to read:
OUSD will indemnify, defend, and hold harmless Contractor, their respective trustees, directors, employees, agents, volunteers, subcontractors, and students ("Indemnitees") from any liability, damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands, or judgments arising out of or connected with this Agreement or the research done under this Agreement, except to the extent that the liability is due to the negligence and willful misconduct of Contractor. Contractor will promptly notify OUSD of any claim and will cooperate with OUSD in the defense of the claim. OUSD will defend against any claim with respect to which OUSD has agreed to indemnify Contractor. This indemnity will not be deemed excess coverage to any insurance or self-insurance Contractor may have covering a claim. OUSD's indemnity will not be limited by the amount of OUSD's insurance. The provisions of this clause will survive termination of this Agreement.

16. Copyright/Trademark/Patent/Ownership. Please delete this clause in its entirety and substitute the following:

OUSD agrees that Contractor shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Contractor in the performance of the project and developed using Contractor's facilities and personnel ("Contractor Technology"). Contractor agrees that OUSD shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by OUSD personnel and using OUSD facilities under this Agreement ("OUSD Technology"). Technology that is jointly developed by Contractor and OUSD personnel, or developed solely by Contractor but involving more than incidental use of OUSD's facilities, shall be jointly owned ("Joint Technology").

Contractor shall grant to OUSD an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Agreement, for non-commercial, academic, or research purposes.

18. Termination. Please revise to read:

In the event of termination OUSD will pay for costs incurred and non-cancelable commitments through the date of termination. Upon termination, Contractor shall make all reasonable efforts to mitigate costs. Contractor will furnish all necessary reports of research completed or in progress through the date of termination.

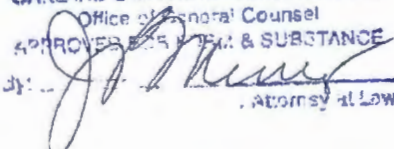
19. Conduct of Consultant. Please identify the Consultant as [Insert the name of the Stanford consultant] as this language applies to her and her staff. I cannot sign on behalf of the whole University signifying compliance. It would be better if there were a separate agreement covering this.

22. Limitation of OUSD Liability – Please delete this clause in its entirety.

23. Confidentiality. Again, this would be better covered in a separate agreement between OUSD and the Consultant.

24. Conflict of Interest. Stanford can only comply with its own policies around conflict of interest. We agree to be subject to regulations, statutes or other laws regarding conflict of interest, but we cannot agree to be bound by OUSD's policies.

26. Litigation. Please change the title of this clause to "Governing Law" and modify it to read "This agreement is governed by the laws of the State of California, without regard to its conflict of laws doctrine. Any legal action involving this Agreement will be adjudicated in the State of California."

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

- d. any not-for-profit entity acquired or formed by or merged with an **Included Entity** during the **Policy Period** provided that
- (1) the value of the sum of all assets (including, but not limited to, real estate, securities, assumed indebtedness and other consideration) expended, assumed or exchanged for any such acquisition, formation or merger does not exceed 5% of the total assets of the **Educational Organization** and its consolidated subsidiaries and affiliates as most recently reported to us for rating purposes prior to such **Policy Period**;
 - (2) the combined or consolidated operations and the acquired, formed or merged entity are not materially different from those of the **Included Entity** prior to the acquisition, formation or merger;
 - (3) coverage with respect to that newly formed, acquired or merged entity will begin on the date of acquisition, formation or merger, and there is no coverage for any entity acquired by or merged into the **Included Entity** or for any person with respect to that entity for **Occurrences** happening prior to the date of acquisition or merger; and
- e. In addition to coverage provided in Item d. listed above, any newly formed, acquired or merged affiliates of the **Educational Organization**, shall be added as **Included Entities** to this Policy as of the effective date of their formation, incorporation or acquisition by the **Educational Organization**, provided
- (1) they are reported to us within sixty (60) days of the date of their formation, incorporation or acquisition by the **Educational Organization** and
 - (2) are subsequently accepted for coverage by us and named on the Policy.

Included Entity's Products means goods or products manufactured, sold, tested, handled, or distributed by an **Included Entity** or others trading under its name or materials that were the subject of completed or abandoned operations of the **Included Entity**.

Insured means:

- a. the **Included Entities**;
- b. any past, present or future trustees, governing board directors or **Officers** of an **Included Entity** while acting within the scope of their duties on behalf of that **Included Entity**; the estates, heirs, legal representatives or assigns of deceased, incompetent, insolvent or bankrupt trustees, governing board directors, or **Officers**; and spouses or domestic partners of governing board directors or trustees to the extent they are involved in **Claims** solely because of their status as spouses or domestic partners;
- c. at the option of the **Educational Organization**, any
 - (1) past, present and future employee, member of the faculty, student teacher, or teaching assistant of an **Included Entity**;
 - (2) member of a committee, including an Institutional Review Board (as recognized by the U.S. Food and Drug Administration and U.S. Department of Health and Human Services) of an **Included Entity**, or a representative to an education association of which the **Educational Organization** is a member;
 - (3) uncompensated volunteer worker performing services on behalf and with the express direction and authority of an **Included Entity**;
 - (4) student of an **Educational Organization** while serving in a supervised internship program in satisfaction of course requirements; or
 - (5) student of an **Educational Organization** while acting at the direction of, complying with policies and procedures governing conduct at, or performing services primarily for or on behalf of, the **Educational Organization**;
 but only while acting within the scope of their duties or obligations in their respective capacities to an **Included Entity** as described in clause a. or b. above, and coverage for these individuals is subject always to all other terms and conditions of this Policy;
- d. any person legally responsible for the use of an **Automobile** owned, rented, leased, borrowed, hired or used by an **Included Entity** with its express permission; but **Insured** under this Paragraph d. does not include:

- (1) any person or organization's (other than an **Included Entity's**) agent or employee, operating an **Automobile** repair shop, public garage, sales agency, service station, or public parking place, with respect to any **Occurrence** arising out of the operation thereof; or
- (2) the owner or any permissive user of the owner of an **Automobile** that is not owned by an **Included Entity**; however, at the request of the **Educational Organization**, we will deem as an **Insured**
 - (i) an employee of an **Included Entity** for liability arising out of the use of his or her personal **Automobile** in the business of that **Included Entity** on behalf of and with the express permission of that **Included Entity**; or
 - (ii) any person who rents or leases **Automobiles** on behalf of and with the express permission of the **Included Entity**, but only while acting within the scope of their duties or obligations in the respective capacities to an **Included Entity**;
- e. except with respect to the use or operation of an **Automobile**, any person or organization to whom any **Included Entity** is obligated by virtue of a contract or agreement to provide liability insurance such as is afforded by this Policy, but only
 - (1) to the extent of such obligation;
 - (2) for operations (other than commercial insurance operations) by or on behalf of that **Included Entity** or operation of facilities of that **Included Entity** or use of facilities by that **Included Entity**; and
 - (3) if the contract or agreement is made prior to a covered **Occurrence**; and
- f. **Automobile** dealerships and leasing corporations that own **Automobiles** which are leased or loaned to an **Included Entity** but only for liability arising out of the activities of the **Included Entity's** employees.

Limit of Liability means the maximum amounts that are provided by this Policy to pay **Damages**, respectively, for each **Occurrence** and, where applicable, in the aggregate for all **Occurrences** during the **Policy Period** as stated in Items 2(a) and (b) of the **Declarations**.

Medical Services means any acts that may be legally performed only by a physician, nurse or other licensed medical professional within the scope of his/her medical license, regardless of whether the person is licensed or not. However, the application of **First Aid** shall not be considered **Medical Services**.

Model aircraft means a non-human carrying device capable of sustained flight in the atmosphere which has a flight weight of 100 pounds or less (flight weight includes the weight of the aircraft itself, fuel and other fluids, and all payload) used for research and/or educational purposes; but, model aircraft does not include any rocket or missile.

Non-Flight Curriculum-Related Instruction includes the assembly, maintenance, service, ownership, use or operation of owned aircraft not used in flight, but instead solely for maintenance or service as part of **Non-Flight Curriculum-Related Instruction**; however **Non-Flight Curriculum-Related Instruction** does not include:

- (i) the flying of any aircraft,
- (ii) the time commencing with the take-off run or landing run of any aircraft or
- (iii) the assembly, maintenance, service, ownership, use or operation of any aircraft actually used in flight.

Occurrence means:

- a. an accident during the **Policy Period** or the continuous, intermittent or repeated exposure to conditions that commence during the **Policy Period** that causes **Bodily Injury** or **Property Damage** neither expected nor intended by the **Insured**; or
- b. an event that first occurs during the **Policy Period** that causes **Personal Injury** or **Advertising Injury**.

Draft Work Plan for OUSD-UL Collaboration

Purpose of the work:

- (1) To determine how well OUSD is serving their population of ELLs,
- (2) To determine what mechanisms are in place within the district that enable it to hold itself accountable for ELLs' achievement, and
- (3) To make recommendations that would improve student outcomes.

Outcomes and Deliverables:

All work, including the final report of findings with recommendations and a framework that will guide the district's future work in this area, will be due by June 2014. All instruments and resources developed for purposes of this study will be submitted at that time as well.

Scope:

Five principal areas are to be evaluated:

1. Access to the Common Core and Next Generation Science Standards
2. Access to A-G Pathways
3. Attention to socio-emotional learning
4. Engagement of parental supports
5. Language development

Each area is broken down into three categories for purposes of analysis:

1. Practices
2. Programs
3. Policies

For example, in evaluating the district on the first area mentioned—Access to the CCSS and NGSS—we would look at relevant practices, programs, and policies across a sample of the districts' schools. A detailed schematic of the work to be conducted within each area is provided in Appendix A.

Methodology:

Interviewing key district personnel

Collecting descriptive data on ELLs (e.g., A-G completion rates) from OUSD research office

Sampling representative schools to conduct:

- Interviews/focus groups with school leaders and teachers
- Surveys
- Classroom observations

Human Resources Required:

- Project Manager (half time)
- Person with deep knowledge of CCSS and NGSS and ELL methods
- Person with SEL expertise (part time)
- Person(s) with expertise in qualitative methods – fashioning questionnaires, developing focus group protocols, coding data using qualitative software package (part time)
- Person with expertise on A-G requirements (part time)

Timeline:

Winter Quarter 2014

- Hiring of necessary personnel
- Creation of instruments/protocols
- Data Collection

Spring Quarter 2014

- Transcribing
- Coding and Analysis
- Writing the report of findings and recommendations

Budget:

- % of Kenji's time during Winter and Spring plus fringe
- % of Martha's time during Winter and Spring plus fringe
- % of another FTE plus fringe
- One RAship for Winter and Spring Quarters
- Hourly work
- University IDC
- Travel

Appendix A

Area 1: Access to the CCSS and NGSS

Practices

1. ELLs have access to CCSS and NGSS-aligned instruction and formative assessment practices
2. Teachers use standards-aligned interim assessments for progress monitoring and/or placement
3. Instruction leverages students' home language(s)
4. ELLs receive explicit instruction in the language practices inherent in ELA, math, and science
5. Instruction ensures all ELLs are active and productive contributors to collaborative group work and academic discussions

Programs – Part 1. (What programs do ELLs have access to at the following grade levels?)

1. Elementary
 - a. Structured English Immersion
 - b. Dual Immersion
 - c. Transitional bilingual
 - d. Other
2. Middle School
 - a. Sheltered instruction
 - b. Primary language instruction
 - c. Other?
3. High School
 - a. Sheltered instruction
 - b. Primary language instruction
 - c. Other?

Programs – Part 2. (What is the quality of these programs based upon the five practices included above? What role does the leadership of schools play in ensuring that the practices are enacted?)

Policies (Do district and school policies enhance or obstruct ELLs' academic achievement in core academic subjects?)

1. District Policies and the quality of their Implementation
 - a. ELL identification and program placement

- b. Reclassification
 - c. Accountability of ELLs
 - d. School assignments
 - e. SpEd referrals
 - f. Student behavior and disciplinary procedures
2. School Policies
- a. Accountability of ELLs
 - b. Classroom assignments
 - c. SpEd referrals
 - d. Student behavior and disciplinary procedures
 - e. Other?

Area 2: Access to A-G Pathways

Practices

1. Student awareness of A-G requirements
2. Regular access to a school counselor for course schedules
3. Course selection – Who decides? Counselor? Student? Both?
4. Are A-G Requirements a consideration during assignment of courses?
5. School and district monitoring of % of ELLs who enroll in and complete A-G courses

Programs

1. Middle School
 - a. How do the various programs types (e.g., newcomer, dual language, traditional) differ with respect to the above practices?
 - b. Percent of 8th grade ELLs who pass Algebra I compared to the % of 8th graders who do the same districtwide.
 - c. Percent of 8th grade ELLs who pass one year of a Foreign Language compared to the % of 8th graders who do the same districtwide.
2. High School
 - a. How do the various program types (e.g., newcomer, dual language, traditional) differ with respect to the above practices?
 - b. Percent of ELLs who started h.s. in 9th grade, after four years, meet A-G requirements in the following areas:
 - i. history/ss
 - ii. English
 - iii. math
 - iv. science
 - v. foreign language

- vi. visual and performing arts
- vii. college prep elective

Policies

- a. School policies
 - a. Those that obstruct access to A-G
 - b. Those that facilitate access to A-G
- b. District policies
 - a. Those that obstruct access to A-G
 - b. Those that facilitate access to A-G

Area 3: Attention to SEL

- a. Practices (To what extent does instruction address CASEL's five core competencies?)
 - a. Self awareness
 - b. Self management
 - c. Social awareness
 - d. Relationship skills
 - e. Social awareness
- b. Support of SEL by school leaders?

Programs

- a. District supported programs (e.g., CASEL, second step, caring school community)
- b. In-school programs
- c. After-school programs
- d. Other

Policies

- a) Accountability of ELLs

Area 4: Engagement of Parental Supports

Practices

- a. Types of outreach made to the ELL parent community
 - i. From the district
 - ii. From schools
 - Elementary (e.g., community-building, volunteer recruitment)
 - Middle (e.g., community-building, volunteer recruitment)

- High School (e.g., community-building, volunteer recruitment)
- b. Languages used to communicate with parents orally and in writing
- c. The role of school leadership in fostering engagement of the parent community
- d. Other

Programs

- a. Parent education
- b. English classes
- c. Other

Policies

- a. Accountability of ELLs
- b. Parental notification letters
- c. DELAC
- d. School-based ELAC
- e. Other

Area 5: English Language Development

Practices

1. ELLs have access to instruction aligned to CA's new ELD standards and instruction makes effective use of formative assessment practices
2. Teachers use standards-aligned interim assessments for progress monitoring and/or placement
3. Instruction leverages students' home language(s)
4. ELLs receive explicit instruction in the language practices inherent in ELA, math, and science
5. Instruction ensures all ELLs are active and productive contributors to collaborative group work and academic discussions
6. Teachers use a variety of grouping strategies (both across classrooms and within classrooms) that expose ELLs to students with greater levels of English proficiency than their own
7. ELD teachers collaborate with each other and with subject area teachers

Programs – Part 1. (What kinds of ELD programs exist for ELLs across the school district?)

1. Elementary
 - a. Pull-out
 - b. Push-in

- c. Other?
- 2. Middle School
 - a. Newcomer program
 - b. ELD sequence
 - c. Other?
- 3. High School
 - a. Newcomer program
 - b. ELD sequence
 - c. Other?

Programs – Part 2. What is the quality of these programs? (based on practices described above). What role does the leadership of schools play in ensuring that the practices are enacted?

Policies (What kinds of policies facilitate or obstruct access to quality language instruction?)

- 1. District Policies and the quality of their implementation
 - a. ELL identification and program placement
 - b. Reclassification
 - c. Accountability of ELLs
 - d. School assignments based on EL status
 - e. RTI
 - f. Student behavior and disciplinary procedures
- 2. School Policies
 - a. Accountability of ELLs
 - b. Classroom assignments
 - c. Other?

Sponsor		Oakland Unified School District (Prime is US Dept of Education t	
Period of Performance		2/1/2014-7/31/2014 (6 months)	
		\$ 126,062	
<u>Salary (Personnel)</u>	Effort (no. of mths, qtr, %)	Unit rate	Year 1
PI salary (acad yr @ 1%)	1% \$	201,286	\$ 1,118
Martha Castellon 10%	10% \$	104,210	\$ 5,211
Steve Weiss 50%	50% \$	92,201	\$ 23,050
Key Personnel Salaries			\$ 29,379
Benefits 29.2%			\$ 8,579
Total			\$ 37,958
Grad RA			
RA (50%)-preCandidacy Rate, 5 months	2 \$	8,293	\$ 13,822
\$8296/qtr			
Student Support Salaries Total			\$ 13,822
Benefits 4.8%			\$ 663
Total			\$ 14,485
Contingent/Temps/Casuals			
Summer grad student or hourly staff	1230 \$	33.47	\$ 41,168
Contingent Employee Salaries			\$ 41,168
Benefits 8.4%			\$ 3,458
Total			\$ 44,626
Total (Salaries)			\$ 84,369
Total (Benefits)			\$ 12,700
Total Salaries and Benefits			\$ 97,069
Other direct costs <i>Must Justify Relevance</i>			
Travel (mileage to and from Oakland) 500 miles per week for 3 months (12 weeks)			\$ 3,300
Total			\$ 3,300
Tuition			
tuition (1 student @ 50%)	2 \$	5,550	\$ 9,250
Total			\$ 9,250
subtotal			\$ 109,619
MTDC			\$ 109,619
If IDC less than full rate, then IDC applies to Total Direct Cost			
IDC (MTDC) 15.0% IDC waived			\$ 16,443
TOTAL			\$ 126,062

MARSH



MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

Lynn Heimerle
Marsh Risk & Insurance Services
345 California Street, Suite 1300
San Francisco, CA 94104-2879
California Insurance License #0437153
+1 415 743 8000
www.Lynn.Heimerle@marsh.com

September 1, 2013

Subject: Additional Insured

To Whom It May Concern:

It is our understanding that you have made a request for an additional insured endorsement naming your organization as an additional insured. The liability insurer for Stanford University automatically includes any person or organization as an additional insured if there is a requirement to do so in a written contract in force between Stanford University and that person or organization. This wording is found within the Excess Liability coverage form that is contained within Stanford University's insurance policy.

Attached is an excerpt of the coverage form that contains this automatic grant of additional insured status for your review. We trust that upon review of this wording you will agree that a custom endorsement naming your organization is not required as the policy automatically grants your organization additional insured status if required by written contract.

Sincerely,
Lynn Heimerle

AGENCY CUSTOMER ID: 025193

LOC #: San Francisco



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, ET AL C/O RISK MANAGEMENT DEPARTMENT 215 PANAMA STREET, BLDG D JUNIPER MODULAR STANFORD, CA 94305	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		






ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CONTINUED FROM DESCRIPTION SECTION:

GENERAL LIABILITY IS SELF-INSURED FOR \$2,000,000 EACH OCCURRENCE. AUTOMOBILE LIABILITY IS SELF-INSURED FOR \$1,000,000 EACH ACCIDENT.

History

USER ID	WHEN IN	NAME	WHEN OUT	GROUP
JOHNSONK 	05/07/14 10:43:53	JOHNSON, KYLA	05/07/14 11:17:04	Professional Development
SILVIM    	05/28/14 11:21:00	SILVI, MARCUS		R3010 P4876

Summary

Purchase Request# = R0411781
 PR Total\$ = \$126,062.00
 Requested By = Boytes, Marilu
 Request Date = 5/7/2014
 Entry Date = 5/7/2014
 Vendor = I006294-THE BOARD OF TRUSTEES

ACCOUNT INFORMATION

Item#	Quantity	Price	Item Total	Lg	Key	Object	Amt/Pct
0001	126062.000	\$1.00	\$126,062.00	GL	9094876201	5825	

Item Description

Approval by the Board of Education of a Professional Services Contract between the District and Board of Trustees of the Leland Stanford Junior University, Palo Alto, CA, for the latter to provide an oral report by June 2014, and a final written report and framework base on the evaluation of the five principal areas 1) Access to the Common Core and Next Generation Science Standards 2) Access to A-G Pathways 3) Attention to social and emotional learning 4) Engagement of parental supports 5) Language development for the period January 1, 2014 through June 30, 2014 in an amount not to exceed \$126,062.00.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 025193-LSJU-DM&FN-13-14	CONTACT NAME: PHONE (A/C No., Ext): E-MAIL ADDRESS:		FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE		
INSURED BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, ET AL. C/O RISK MANAGEMENT DEPARTMENT 215 PANAMA STREET, BLDG D JUNIPER MODULAR STANFORD, CA 94305	INSURER A: United Educators Ins Risk Ret. Grp.		10020
	INSURER B: American Zurich Insurance Co.		40142
	INSURER C: N/A		N/A
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** SEA-002457809-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		SEE ATTACHED			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 2,000,000		GLX201300105900	09/01/2013	09/01/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC829845213 (DEDUCTIBLE) WC829827310 (RETRO)	09/01/2013	09/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate is issued for the duration of the Full Service Community Schools Research - Phase 1 of the Stanford University Office of Sponsored Research Project: SPO #: 115108 titled: Oakland Community Schools Evaluation. It is estimated the term of the res. project is for Feb 1, 2014 through June 30, 2014.

Oakland Unified School District, its officers, agents and employees are additional insured under the umbrella liability policy where required by written contract. The umbrella policy applies in excess of the underlying general liability self-insured retention

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT 900 HIGH STREET OAKLAND, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Lee Warburton <i>Lee Warburton</i>
--	--

MAY 27 2014

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

Basic Directions

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

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor 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 individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/portal/public/SAM/>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) Marilu.boyles@ousd.k12.ca.us

Contractor Information

Contractor Name	Board of Trustees of the Leland Stanford Junior University	Agency's Contact	Catherine Boxwell				
OUSD Vendor ID #	1006294	Title	Senior Contract & Grant Officer				
Street Address	3160 Porter Drive	City	Palo Alto	State	CA	Zip	94304
Telephone	650 725-6864	Email (required)	boxwell@stanford.edu				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" 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		Date work will end	June 30, 2014	Other Expenses	\$0
Pay Rate Per Hour (required)	\$	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
3010	CORE Waiver College Career	9094876201	5825	\$ 126062
			5825	\$0
			5825	\$0
Requisition No. (required)	R0411781		Total Contract Amount	\$ 126062

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.epis.gov/epis/search.do>)

1.	Administrator / Manager (Originator)	Name	Nicole Knight	Phone	510 336-7564
	Site / Department	Leadership, Curriculum, & Instruction		Fax	510 482-6773
	Signature	<i>[Signature]</i>		Date Approved	5/21/14
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 checked="" 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	<i>[Signature]</i>		Date Approved	5/22/14
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations			Consultant Aggregate Under <input type="checkbox"/>	Over <input type="checkbox"/> \$50,000
	Signature	<i>[Signature]</i>		Date Approved	6-17-14
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved	<i>[Signature]</i>	Denied - Reason	Date
Procurement	Date Received		PO Number		5/6/14