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| Board Office Use: Legislative File Info. | |
| File ID Number | 12-2931 |
| Introduction Date | 11/14/12 |
| Enactment Number | 12-2830 |
| Enactment Date | 11-14-12 |



Memo

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

Board Meeting Date
 (To be completed by Procurement) 11-14-12

Subject Professional Services Contract -
SERP Institute Washington DC (contractor, City State)
Research, Assessment and Data (RAD) (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and SERP Institute. Services to be primarily provided to Research, Assessment and Data (RAD) for the period of 10/19/2012 through 06/30/2013.

Background
A one paragraph explanation of why the consultant's services are needed.
 OUSD's Strategic Plan calls for developing a systemic approach to improving STEM (Science, Technology, Engineering and Mathematics) districtwide. OUSD is entering the second year of work funded by the J.D. Bechtel Foundation to build a foundation for STEM curriculum and instruction in our schools, with an initial focus on Elementary Science and Middle School Math aligned to the Common Core State Standards and New Generation Science Standards. As a key national research partner with OUSD, the Strategic Education Research Partner (SERP) Institute is in a position to provide the necessary formative evaluation for timely feedback and accountability.

Discussion
One paragraph summary of the scope of work.
 OUSD's Strategic Plan calls for developing a systemic approach to improving STEM (Science, Technology, Engineering and Mathematics) districtwide. SERP Institute will provide research/evaluation expertise to document the STEM work in Elementary Science and Middle School Math, and to build OUSD staff's internal capacity to conduct formative evaluation of this work. SERP will collect a variety of data and evidence, and will produce two written reports at the midpoint and end of the 2012-13 school year, evaluating the implementation and outcomes of the program in Elementary Science and Middle School Math across OUSD schools.

Recommendation Ratification of professional services contract between Oakland Unified School District and SERP Institute. Services to be primarily provided to Research, Assessment and Data (RAD) for the period of 10/19/2012 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) _____ not to exceed \$ 40,000.00

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

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and SERP Institute (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 10/19/2012, 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 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Forty thousand dollars Dollars (\$40,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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.

- Submission 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:* _____ which shall not exceed a total cost of \$ _____.
- 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: Jean Wing, Ph.D.

Site /Dept.: Research, Assessment and Data (RAD)

Address: 1011 Union Street, Annex Building

Oakland, CA 94607

Phone: (510) 451-4164

CONTRACTOR:

Name: Suzanne Donovan

Title: Executive Director

Address: 1101 14th Street NW, Suite 300

Washington

DC

20005

Phone: (202) 223-8555

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: MSD
- 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/eplis/search.do>)

Summary of terms and compensation:

Anticipated start date: 10/19/2012 Work shall be completed by: 06/30/2013 Total Fee: \$40,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

- President, Board of Education
- Superintendent or Designee

11/2/12
Date

[Signature]
Contractor Signature

9/26/2012
Date

Secretary, Board of Education

Date

Suzanne Donovan
Print Name, Title

Executive Director

Certified:

[Signature]
11/15/12
Edgar Rakestraw, Jr., Secretary
Board of Education

File ID Number: 12-2931
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By:

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.

OUSD's Strategic Plan calls for developing a systemic approach to improving STEM (Science, Technology, Engineering and Mathematics) districtwide. SERP Institute will provide research/evaluation expertise to document the STEM work in Elementary Science and Middle School Math, and to build OUSD staff's internal capacity to conduct formative evaluation of this work. SERP will collect a variety of data and evidence, and will produce two written reports at the midpoint and end of the 2012-13 school year, evaluating the implementation and outcomes of the program in Elementary Science and Middle School Math across OUSD schools.

SCOPE OF WORK

SERP Institute will provide a maximum of 800.00 hours of services at a rate of \$ 50.00 per hour for a total not to exceed \$40,000.00. Services are anticipated to begin on 10/19/2012 and end on 06/30/2013.

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.

OUSD's Strategic Plan calls for developing a systemic approach to improving STEM (Science, Technology, Engineering and Mathematics) districtwide. OUSD is entering the second year of work funded by the J.D. Bechtel Foundation to build a foundation for STEM curriculum and instruction in our schools, with an initial focus on Elementary Science and Middle School Math aligned to the Common Core State Standards and New Generation Science Standards. As a key national research partner with OUSD, the Strategic Education Research Partner (SERP) Institute is in a position to provide the necessary formative evaluation for timely feedback and accountability.

SERP Institute will provide research/evaluation expertise to document the STEM work in Elementary Science and Middle School Math, and to build OUSD staff's internal capacity to conduct formative evaluation of this work. SERP will collect a variety of data and evidence, and will produce two written reports at the midpoint and end of the 2012-13 school year, evaluating the implementation and outcomes of the program in Elementary Science and Middle School Math across OUSD schools.

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.

The formative evaluation services covered by this contract will provide timely feedback and recommendations that will strengthen OUSD's developing STEM curriculum, instruction, and assessment. The formative evaluation will inform professional development for principals and teachers, the quality of curriculum and instruction, and the assessment of student learning using performance-based assessments aligned to the Common Core State Standards in mathematics and New Generation Science Standards.

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.
-



Collaboration and Innovation

ABOUT SERP

Overview

Approach

History of
ACTE

Educational
Research

Collaborative
Study

SERP's History

Partners and
Supporters

Recruitment

"The goal of SERP is to develop the coordinating capacity and expertise required to support highly productive collaborations among practitioners, researchers, developers, and policy makers."

Never has high quality education been of greater importance for individuals, families, businesses, and the economic strength and well-being of our nation. And yet the primary engine of innovation and improvement relied on by other sectors – problem solving research and development – is woefully underutilized in education. Recognizing this, the National Academies' National Research Council convened three panels of the nation's foremost scholars, business leaders, and educators between 1997 and 2004. The committees were asked to determine how a focused, scientifically based program of research and development could generate a culture of innovation and continuous improvement in our nation's schools. The outgrowth of their efforts was the creation of the independent Strategic Education Research Partnership (SERP).

SERP's mission is to develop and support highly productive collaborations among forward-thinking education practitioners and outstanding researchers, developers, and policy makers to solve the most intractable problems facing American education. SERP is accomplishing this goal by establishing a set of strategically placed field sites – school districts that enter into long-term partnerships with SERP recruited researchers to engage in joint problem solving and continuous improvement rooted in scientific research and development. SERP work addresses urgent problems that the school districts identify building on the existing work of the world's best researchers and rigorously testing innovations in a variety of real school settings. The programs and practices emerging from the SERP sites promise to feed improvement in school districts throughout the nation. And the knowledge generated will equip teachers with the skills to give American students the quality education that they require for success in the 21st century.

The SERP model is the first to create an infrastructure for schools and universities to collaboratively tackle the problems of today as well as the challenges of tomorrow through scientific research and development in real world settings. As we continue to build upon our early success, we are encouraged that so many have responded so enthusiastically to the call for partnership.



Bruce Alberts
Chair, SERP Board of Directors
President Emeritus,
National Academy of Sciences
Editor-in-Chief, Science Magazine



Suzanne Donovan
Executive Director
SERP Institute



Deep and reciprocal connections between practice and research

SERP stimulates innovation in education through sustained collaborations among distinguished researchers, educators, and designers. SERP partnerships expand the capacity for continuous improvement while remaining mindful of what teachers do, how schools operate, and how students learn. [More from Bruce Alberts & Suzanne Donovan](#)

View an introductory [video](#) about SERP.

"SERP is really about connecting the dots between research, practice, and learning. I think there are some real lessons to be learned through the SERP model, and I'm excited about the work we're doing here [in Boston], but I look forward to seeing the results of this process being put in place in other districts."



Carol Johnson,
Superintendent, Boston Public
Schools
other collaborators

Special Video Message now up for our new CCDD partners in the Baltimore City Public Schools. [Go to CCDD site.](#)

Join our [mailing list](#) for periodic updates from SERP.

Read our most recent [newsletter](#).

View our Blog: [Notes from the Field](#)

Support our work by making a [donation](#).

[Thanks to SERP Funders and Sponsors](#)

S.D. Bechtel Jr.

Visit our current projects!

[CCDD: Catalyzing Comprehension through Discussion and Debate](#)

[Content-area Literacy Survey](#)

[Internal Coherence Project](#)

[Math Tools for Sense-making](#)

[RISE Assessment Information](#)

[Strategic Adolescent Reading Intervention \(STARI\)](#)

[Word Generation Academic Literacy Program](#)

[Links to collaborator workspaces and other works in progress](#)



Goal: improve teaching and learning in the nation's schools

ABOUT SERP

- Overview
- Approach
- SERP's History
- Funders and Supporters
- People

"SERP is a large scale, sustained program of research and development focused on educational practice."

Between 1997 and 2003, the National Research Council hosted [three committees](#) that considered different aspects of whether, and how, a focused program of research and development could improve teaching and learning in the nation's schools. The first report, released in 1999 and authored by the Committee on a Feasibility Study for a Strategic Education Research Program, was titled [Improving Student Learning: A Strategic Plan for Education Research and Its Utilization](#).



It identified a set of topics the committee judged to be of crucial importance for improving student learning – questions that, if answered, could be expected to provide substantial guidance in improving teaching and learning. The second report, [Strategic Education Research Partnership](#), proposes a design and governance structure for an enterprise capable of developing and carrying out a coordinated plan for a large scale, sustained program of research and development focused on educational practice. And the third report, [Learning and Instruction: A SERP Research Agenda](#), provides an illustrative blueprint for a program or work on learning and instruction that a SERP enterprise might undertake.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2012

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 Georgetown Financial Services Corporation 1050 17th Street, N. W. Suite 600 Washington DC 20036- | CONTACT NAME: PHONE (A/C No. Ext): (202) 686-9000 FAX (A/C No.): (202) 686-9001 | |
| | E-MAIL ADDRESS: robertmclung@comcast.net | |
| INSURED STRATEGIC EDUCATION RESEARCH PARTNERSHIP 1101 14TH STREET, NW, SUITE 300 DISTRICT OF COLUMBIA WASHINGTON DC 20005- | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: HARTFORD INSURANCE GROUP | NAIC # 29424 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 | ADSL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | 42SBABX8712 | 10/14/2011 | 10/14/2012 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | 42SBABX8712 | 10/14/2012 | 10/14/2013 | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | / / | / / | MED EXP (Any one person) \$ 10,000 |
| | | | | | / / | / / | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | / / | / / | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | / / | / / | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | / / | / / | \$ |
| A | AUTOMOBILE LIABILITY | | | 42SBABX8712 | 10/14/2011 | 10/14/2012 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | 42SBABX8712 | 10/14/2012 | 10/14/2013 | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | / / | / / | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | / / | / / | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | / / | / / | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | 42SBABX8712 | 10/14/2011 | 10/14/2012 | EACH OCCURRENCE \$ 5,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB | | | 42SBABX8712 | 10/14/2012 | 10/14/2013 | AGGREGATE \$ 5,000,000 |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | / / | / / | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 42WECNM8756 | 10/14/2011 | 10/14/2012 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | N/A | 42WECNM8756 | 10/14/2012 | 10/14/2013 | E.L. EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | / / | / / | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | / / | / / | E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| | | | | | / / | / / | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Those usual to the insured's operations.

CERTIFICATE HOLDER

() - () -
 Contracts Administrator
 Oakland Unified School District
 Procurement & Distribution
 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

Consultant Fingerprint/Criminal Background Check Waiver Request

Directions

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

| | | | |
|---|--|--|-------------------------|
| Contractor Name | Strategic Education Research Partnership | | |
| Originator Name | Jean Wing, Ph.D. | Site or Department | Research and Assessment |
| Which sites or locations will the contractor be working at? | Off site | | |
| TB Clearance Requirement | | | |
| <i>Proof of negative TB status is required for all consultants who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i> | | | |
| How is this contractor going to meet the TB clearance requirement? | | | |
| TB Waiver requested <input checked="" type="checkbox"/> | | Proof of TB clearance is in the contract packet <input type="checkbox"/> | |

[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]

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

| | | |
|---------------------------------|------------------|---------------------------------|
| OUSD Representative's Name | Jean Wing, Ph.D. | Title Executive Director of RAD |
| OUSD Representative's Signature | <i>Jean Wing</i> | Date 9/27/2012 |

Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)

| | |
|---------------------------------------|-----------------------------|
| Approver Name <i>Tony Smith</i> | Title <i>Superintendent</i> |
| Approver Signature <i>[Signature]</i> | Date <i>11/2/12</i> |
| Reason for Approval: | |



Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : Strategic Education Research Partnership
as of 03-Oct-2012 5:01 PM EDT**

Your search returned no results.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

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.

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

| | |
|----------------------|---|
| 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 type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.epis.gov/epis/search.do) |
| | <input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant). |
| | <input type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured. |
| | <input type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract) |

OUSD Staff Contact: *Emails about this contract should be sent to:* **required: thuydung.nguyen@ousd.k12.ca.us**

Contractor Information

| | | | | | | |
|--------------------|---|------------------|---|-------|----|-----------|
| Contractor Name | Strategic Education Research Partnership | Agency's Contact | Suzanne Donovan | | | |
| OUSD Vendor ID # | I005803 | Title | Executive Director | | | |
| Street Address | 1101 14th Street NW Suite 300 | City | Washington | State | DC | Zip 20005 |
| Telephone | (202) 223-8555 | Email (required) | sdonovan@serpinstitute.org | | | |
| 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 | 10/19/2012 | Date work will end | 06/30/2013 | Other Expenses | \$ |
| Pay Rate Per Hour (required) | \$ 50.00 | Number of Hours (required) | 800.00 | | |

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

| Resource # | Resource Name | Org. Key | Object Code | Amount |
|-----------------------------------|--------------------|------------|------------------------------|-------------------------|
| 9017 | Bechtel Fund | 9091197201 | 5825 | \$ 13,913.00 (R0305711) |
| 9017 | Bechtel Fund | 9091143202 | 5825 | \$ 26,087.00 (R0305718) |
| | | | 5825 | \$ |
| Requisition No. (required) | R0305711, R0305718 | | Total Contract Amount | \$ 40,000.00 |

Approval and Routing (in order of approval steps)

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

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

| | | | | | |
|--|--|-------------------------------------|------------------|-----------------|----------------|
| 1. | Administrator / Manager (Originator) | Name | Jean Wing, Ph.D. | Phone | (510) 451-4164 |
| | Site / Department | Research, Assessment and Data (RAD) | | Fax | (510) 451-1718 |
| | Signature | | | Date Approved | |
| 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 | <i>Jean Wing</i> | | Date Approved | 9/27/2012 |
| | Signature (if using multiple restricted resources) | | | Date Approved | |
| 3. | Regional Executive Officer | | | | |
| | <input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work | | | | |
| | Signature | | | Date Approved | |
| 4. | Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000 | | | | |
| | Signature | | | Date Approved | |
| 5. | Superintendent, Board of Education <i>Signature on the legal contract</i> | | | | |
| Legal Required if not using standard contract | | Approved | | Denied - Reason | Date |
| Procurement | Date Received | | | PO Number | |



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