

Board Office Use: Legislative File Info.	
File ID Number	16-0127
Introduction Date	1/27/16
Enactment Number	16-0184
Enactment Date	1/27/16 <i>02</i>



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

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

**Board Meeting Date**  
(To be completed by  
Procurement)

1/27/16

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

**Action Requested** Ratification of professional services contract between Oakland Unified School District and The Regents of the University of California/LHS. Services to be primarily provided to Teaching and Learning/Science for the period of 10/1/2015 through 6/30/2016.

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

BaySci is designed to strengthen inquiry-based elementary science instruction in the Bay Area through a concerted partnership and supportive network of local school districts, district leadership, schools, and teachers with the Lawrence Hall of Science and Exploratorium. The goal of the OUSD – BaySci partnership is to further district- and teacher-based K-12 science improvement efforts in Oakland through district-level planning and technical assistance focused on leadership and capacity-building around elementary science education. A key feature of BaySci is that it addresses the specific individual needs expressed by the district by taking strategic advantage of top-level district and school site leaders' participation for the purpose of prioritizing high-quality science instruction within the district and building leadership capacity at various ranks in the district administration.

**Discussion**  
*One paragraph summary of the scope of work.*

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

**Recommendation** Ratification of professional services contract between Oakland Unified School District and The Regents of the University of California/LHS. Services to be primarily provided to Teaching and Learning/Science for the period of 10/1/2015 through 6/30/2016.

**Fiscal Impact** Funding resource name (please spell out) California Math and Science Partnership  
not to exceed 30,000.00

**Attachments**

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

Board Office Use: <b>Legislative File Info.</b>	
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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

## PROFESSIONAL SERVICES CONTRACT 2015-2016

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 10/1/2015, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 86,000. in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 86,000, whichever is later. The work shall be completed no later than 6/30/2016.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirty Thousand Dollars (30,000.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: NA, which shall not exceed a total cost of \$ 0.00.

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

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

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

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

**OUSD Representative:**Name: Caleb CheungSite /Dept.: Teaching and Learning/ScienceAddress: 1000 Broadway Suite 600oakland ca 94607Phone: 510-879-3694Email: christine.chen@ousd.org**CONTRACTOR:**Name: Maria RubinshteynTitle: Director, Business Contracts and Brand ProtectionAddress: Lawrence Hall of Science, 1 Centennial Dr.Berkeley CA 94720Phone: 510-642-2829Email: contracts@berkeley.edu

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

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

**OR**

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

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

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

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

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

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

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

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

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

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

☒ President, Board of Education

☐ Superintendent

☐ Chief or Deputy Chief

Secretary, Board of Education

CONTRACTOR

Contractor Signature

Maria Rubinshteyn

Director, Business Contracts and Brand Protection


Print Name, Title

Form approved by OUSD General Counsel for 2015-16 FY

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel

APPROVED FOR FORM & SUBSTANCE

By:  Attorney at Law

File ID Number: 16-0127  
Introduction Date: 1/27/16  
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By: 

## EXHIBIT "A" SCOPE OF WORK

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

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.
  1. District Planning for Science
    - a. Facilitate planning on design and implementation of the OUSD science program and vision with the goals of increasing science leadership capacity throughout the district and school sites, and improving the quality and quantity of K-12 science instruction district wide.
    - b. Collaborate with the OUSD science leadership team on the overall district K-12 science engagement strategy.
  2. Technical Assistance
    - a. Respond to OUSD needs through consultation and customized support, including planning professional development initiatives.
    - b. Assist in the design of differentiated professional development offerings for Science Focus Schools, Teacher Leaders, and principals.

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

BaySci is designed to strengthen inquiry-based elementary science instruction in the Bay Area through a concerted partnership and supportive network of local school districts, district leadership, schools, and teachers with the Lawrence Hall of Science and Exploratorium. The goal of the OUSD – BaySci partnership is to further district- and teacher-based K-12 science improvement efforts in Oakland through district-level planning and technical assistance focused on leadership and capacity-building around elementary science education. A key feature of BaySci is that it addresses the specific individual needs expressed by the district by taking strategic advantage of top-level district and school site leaders' participation for the purpose of prioritizing high-quality science instruction within the district and building leadership capacity at various ranks in the district administration.

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

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

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

Please select:

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

RECEIVED  
OFFICE OF THE  
REGENTS OF THE UNIVERSITY OF CALIFORNIA  
SERVICES DEPT. 01/15/16

**BAYSCI CAPACITY BUILDING AGREEMENT**  
**between**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**and**  
**THE OAKLAND UNIFIED SCHOOL DISTRICT**

This Capacity Building Agreement ("Agreement"), dated October 1, 2015 ("Effective Date"), is by and between The Regents of the University of California ("University"), on behalf of its Lawrence Hall of Science, and The Oakland Unified School District ("District"), having a principal place of business at 1000 Broadway, Suite 680, Oakland, CA 94607.

**RECITALS**

WHEREAS, the University has the experience, capabilities, and expertise necessary to perform the services contemplated by this Agreement and the performance of such services is consistent with its educational, research, and public service activities; and

WHEREAS, the District would like the University to provide such services.

NOW, THEREFORE, in consideration of the mutual agreements in this Agreement, the parties agree to the following:

**AGREEMENT**

**1. Scope of Work.**

The University will perform the Scope of Work set forth in the attached Schedule A in accordance with applicable laws and regulations.

**2. Term and Termination.**

A. This Agreement commences on the Effective Date and terminates on June 30, 2016, unless otherwise provided in this Agreement ("Term").

B. This Agreement may be terminated by a party in the event of a material breach by the other party, provided that the breach remains uncured for a period of 14 days after the party-in-breach is notified in writing of the breach.

C. Either party may terminate this Agreement with or without cause upon 30 days' written notice to the other party; provided, however, that District shall pay the University for all services rendered and expenses incurred as of the date of receipt or delivery, as the case may be, of the notice of termination. In addition, if the District terminates this Agreement, the District shall pay the University for all non-cancellable obligations as of the date of delivery of the notice of termination.

D. All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including Sections 4 (**Disclaimer of Warranty**), 5 (**Limitation of Liability**), 6 (**Indemnification**), 7 (**Insurance**), 8 (**University Name, Trademark and Logos**), and 9 (**Copyright**).

3. **Fees.**

The fees or rates for the services to be rendered by the University and the terms of payment are set forth in Schedule A. District will make payments to the University within 30 days of receipt of invoices from the University.

4. **Disclaimer of Warranty.**

THE UNIVERSITY MAKES NO WARRANTY AS TO THE QUALITY OF OR RESULTS TO BE OBTAINED FROM ANY SERVICES AND/OR FACILITIES PROVIDED BY THE UNIVERSITY UNDER THIS AGREEMENT, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **Limitation of Liability.**

In no event will the University be liable for consequential, incidental, indirect, punitive or special damages, or loss of profits, data, business or goodwill, regardless of whether such liability is based on breach of contract, tort, strict liability, or other basis of law, and even if the University is advised of the likelihood of such damages.

6. **Indemnification.**

Each party shall defend, indemnify, and hold the other party harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

7. **Insurance.**

A. The parties shall keep in full force and effect during the Term, at each party's own expense, insurance or self-insurance with coverages as follows ("Insurance"):

i. Commercial Form General Liability Insurance with minimum limits as follows:

a. Each Occurrence	\$1,000,000
b. Products/Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. General Aggregate	\$2,000,000

ii. Workers Compensation as required by applicable law.

iii. Business Automobile Insurance with insurance coverage amount of \$1,000,000 per occurrence.

B. If the Insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement.

C. The Insurance shall provide for a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.

- D. Each party shall be named as an additional insured on the General Liability and Business Automobile insurance of the other party, in proportion to and to the extent of the negligent acts or omissions of the former party's officers, employees and agents.
- E. Within thirty (30) days of the execution of this Agreement, each party shall furnish the other party with a Certificate of Insurance (the "Certificate of Insurance") evidencing compliance with the insurance provisions of this Agreement. District's Certificate of Insurance shall be delivered to University's representative for all matters, as specified in Section 10 below. Each party is required to give 30 days' advance written notice to such other party of any modification, change, or cancellation with respect to the Insurance.
- F. The insurance requirements set forth in this Section shall not limit a party's liability.

**8. University Name, Trademarks and Logos**

District shall not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks or logos of the University, in any commercial context, including, without limitation, on products, in media (including websites), and in advertisements, in cases when such use may imply an endorsement or sponsorship of District, its products or services. All uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can be reached at [bcbp@berkeley.edu](mailto:bcbp@berkeley.edu). This provision complies with California Education Code Section 92000.

**9. Copyright.**

All rights to a party's pre-existing copyrighted or copyrightable materials shall be retained by such party. All copyright rights to any works created in the performance of this Agreement ("Works") shall vest with the University. The University grants to District a non-transferable, royalty-free, non-exclusive license to use and reproduce the Works solely to the extent necessary to perform the obligations and activities of this Agreement. District will not use the Works for any other purpose without the prior written consent of the University.

**10. Notice.**

**University's representative for all matters shall be:**

Programmatic/Project:

Vanessa Lujan

BaySci Director

Phone: 510-643-0311

Email: [vlujan@berkeley.edu](mailto:vlujan@berkeley.edu)

With a copy to:

Susan Gregory

Deputy Director

Phone: 510-642-2829

Email: [contracts@berkeley.edu](mailto:contracts@berkeley.edu)

Address:  
Lawrence Hall of Science  
One Centennial Drive  
Berkeley, CA 94720-5200

**District's representative for all contractual matters shall be:**

Antwan Wilson  
Superintendent  
Phone: 510-879-8200  
Email: antwan.wilson@ousd.k12.ca.us

**District's representative for all program matters shall be:**

Caleb Cheung  
Manager, Science  
Phone: 510-336-7613  
Email: caleb.cheung@ousd.k12.ca.us

Address:  
Oakland Unified School District  
1000 Broadway, 6<sup>th</sup> Floor  
Oakland, CA 94607

Notice pursuant to this Agreement shall be in writing to the above addresses or to such other address that either party may later designate to the other. Notice shall be effective on the date sent by fax or e-mail or delivered personally, or three days after the date of deposit with the U.S. Postal Service, certified mail, return receipt requested.

**11. Privacy.**

In the event that personal information or data identifiable to an individual is used in the performance of this Agreement, both parties agree to comply with all applicable local, state and federal laws protecting the privacy of individuals.

**12. Governing Law**

This Agreement shall be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions.

**13. Modification**

This Agreement may only be amended by the written agreement of the parties.

**14. Independent Entities**

University is not a joint venturer, employee, agent or partner of District. Neither party will have the right to obligate or bind the other party in any manner whatsoever.

**15. Force Majeure**

If any party fails to timely perform its obligations under this Agreement as a result of acts of God, labor disputes, strikes, actions of governmental authority, acts of terrorism, wars, judicial orders or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for the duration of such force majeure event.

**16. Waiver**

Any failure of the parties to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of the parties to avail themselves of such remedies as may be available for any breach of this Agreement.

**17. Assignment**

Neither party may assign this Agreement without the written consent of the other party.

**18. Severability**

In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction, such portion shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

**19. Integration**

This Agreement, including any schedules and exhibits, constitutes the entire understanding and agreement between the parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the parties.

**20. Counterparts**

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

**21. Representation on Authority of Parties**

Each party represents and warrants to the other that the execution of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**OAKLAND UNIFIED  
SCHOOL DISTRICT**

By: James Harris  
President, Board of Education

Name: Antwan Wilson  
Title: Secretary, Board of Education

Date: 9/24/2015  
Secretary, Board of Education

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

By: Maria Rubinshteyn  
Name: Maria Rubinshteyn

Title: Director, Business Contracts  
and Brand Protection

Date: 9/24/2015

## **SCHEDULE A**

The University's BaySci Partnership ("BaySci") is designed to strengthen inquiry-based elementary science instruction in the Bay Area through a concerted partnership and supportive network of local school districts, district leadership, schools, and teachers with the Lawrence Hall of Science and Exploratorium. The goal of the District - BaySci partnership is to further District- and teacher-based K-12 science improvement efforts in Oakland through district-level planning and technical assistance focused on leadership and capacity-building around elementary science education. A key feature of BaySci is that it addresses the specific individual needs expressed by the District by taking strategic advantage of top-level district and school site leaders' participation for the purpose of prioritizing high-quality science instruction within the District and building leadership capacity at various ranks in the District administration.

**1. SCOPE OF WORK:** University will provide:

**A. District Planning for Science**

- i. Facilitate planning on design and implementation of the District science program and vision with the goals of increasing science leadership capacity throughout the District and school sites, and improving the quality and quantity of K-12 science instruction District-wide.
- ii. Collaborate with the District science leadership team on the overall District K-12 science engagement strategy.

**B. Technical Assistance**

- i. Respond to District needs through consultation and customized support, including planning professional development initiatives.
- ii. Assist in the design of differentiated professional development offerings for Science Focus Schools, Teacher Leaders, and principals.

**2. FEES AND RATES**

District will pay University up to a total of \$30,000.

**3. TERMS OF PAYMENT**

\$15,000 on Feb. 1, 2016

\$15,000 on June 1, 2016

**4. LIMITATIONS OF CHARGES (IF ANY)**

Payment, unless set forth otherwise, includes all applicable taxes, expenses, travel, meals, administrative support, office charges and materials. No other charges will be paid by District.

NO: 1516 - 047 GL

This certificate is issued to:

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

OAKLAND UNIFIED SCHOOL DISTRICT  
1000 BROADWAY, SUITE 680  
OAKLAND, CA 94607

## UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

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

Type of Coverage	Self-insured Limits
<b>I. GENERAL LIABILITY:</b>	
Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Other	
General Aggregate (Bodily Injury and Property Damage)	\$2,000,000
<b>II. AUTOMOBILE LIABILITY:</b>	
Vehicles Owned, Non-Owned or Hired (each occurrence)	\$1,000,000

### III. SPECIAL TERMS AND CONDITIONS:

1. The OAKLAND UNIFIED SCHOOL DISTRICT, its officers, agents, and employees are hereby named as additional insureds, but only in connection with the BaySci Capacity Building Agreement between the University of California, Berkeley's Lawrence Hall of Science and the OAKLAND UNIFIED SCHOOL DISTRICT for design and implementation of the district science program and any necessary incidental purposes from October 1, 2015 through June 30, 2016.

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

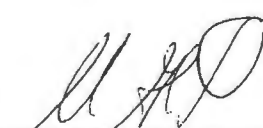
2. The insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Services, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.

3. This certificate shall be considered void unless the BaySci Capacity Building Agreement, attached hereto and hereby made part of this certificate, has been accepted by the insured.

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

DATE ISSUED: 10/6/2015

CERTIFICATE EXPIRES: 06/30/2016

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

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR

NUMBER 7559

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

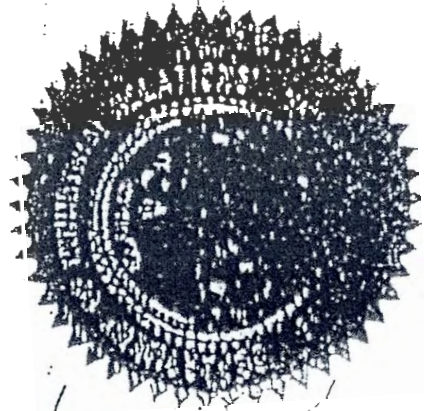
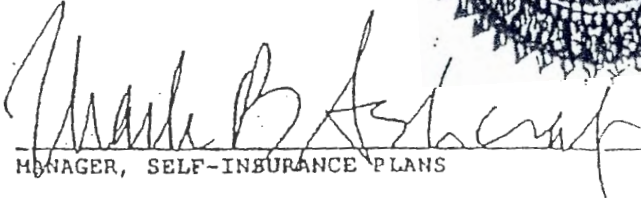
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause pursuant to Labor Code Section 1702.

EFFECTIVE March 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS  
OF THE STATE OF CALIFORNIA

  
\_\_\_\_\_  
DIRECTOR

  
  
\_\_\_\_\_  
MANAGER, SELF-INSURANCE PLANS

### BaySci Partnership

BaySci is designed to strengthen inquiry-based elementary science instruction in the Bay Area through a concerted partnership and supportive network of local school districts, district leadership, schools, and teachers with the Lawrence Hall of Science and Exploratorium. The goal of the OUSD – BaySci partnership is to further district- and teacher-based K-12 science improvement efforts in Oakland through district-level planning and technical assistance focused on leadership and capacity-building around elementary science education. A key feature of BaySci is that it addresses the specific individual needs expressed by the district by taking strategic advantage of top-level district and school site leaders' participation for the purpose of prioritizing high-quality science instruction within the district and building leadership capacity at various ranks in the district administration.

The Scope of Work includes:

1. District Planning for Science
  - a. Facilitate planning on design and implementation of the OUSD science program and vision with the goals of increasing science leadership capacity throughout the district and school sites, and improving the quality and quantity of K-12 science instruction district wide.
  - b. Collaborate with the OUSD science leadership team on the overall district K-12 science engagement strategy.
2. Technical Assistance
  - a. Respond to OUSD needs through consultation and customized support, including planning professional development initiatives.
  - b. Assist in the design of differentiated professional development offerings for Science Focus Schools, Teacher Leaders, and principals.

Total: \$30,000

Dates: October 1, 2015 to June 30, 2016

USER N

For

# Entity Dashboard

[Entity Overview](#)[Entity Record](#)[Core Data](#)[Assertions](#)[Reps & Certs](#)[POCs](#)[Reports](#)[Service Contract Report](#)[BioPreferred Report](#)[Exclusions](#)[Active Exclusions](#)[Inactive Exclusions](#)[Excluded Family Members](#)[RETURN TO SEARCH](#)

Regents of the University of California, The  
DUNS: 079563858 CAGE Code: 78VE1  
Status: Active  
Expiration Date: 08/20/2016  
Purpose of Registration: All Awa...

## Entity Overview

### Entity Information

**Name:** Regents of the University of California, The**Business Type:** US State Government**POC Name:** Alissia Maternan**Registration Status:** Active**Activation Date:** 08/21/2015**Expiration Date:** 08/20/2016

### Exclusions

**Active Exclusion Records?** No

SAM | System for Award Management 1.0

IBM v1.P.38.20151118-1122

WWW1

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

# 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	The Regents of the University of California		
Originator Name	Caleb Cheung	Site or Department	- TEL 909
Which sites or locations will the contractor be working at?		1000 Broadway Suite 600	
<b>TB Clearance Requirement</b> <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>			
<b>How is this contractor going to meet the TB clearance requirement?</b> TB Waiver requested <input checked="" type="checkbox"/> Proof of TB clearance is in the contract packet <input type="checkbox"/>			

<b>[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]</b>	
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	Caleb Cheung
OUSD Representative's Signature	Title Science Manager
Date 11/1/15	

<b>Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)</b>	
Approver Name	Title
Approver Signature	Date
Reason for Approval:	



PURCHASE ORDER  
**OAKLAND UNIFIED SCHOOL DISTRICT**

PURCHASING DEPARTMENT  
900 HIGH STREET OAKLAND, CALIFORNIA 94601  
FAX (510) 879-1857

ORDER MUST BE RECEIVED IN OAKLAND USD WAREHOUSE BY  
06/30/16 OR ORDER WILL BE RETURNED TO VENDOR AT  
VENDOR'S EXPENSE

**PURCHASE ORDER NO**

P1603864

R0161905

\* SHOW PURCHASE ORDER NUMBER AND ITEM NUMBER ON ALL CORRESPONDING "INVOICE" AND PACKAGES  
\* ALL GOODS AND SERVICES MUST BE AS SPECIFIED DO NOT SUBSTITUTE  
\* MAIL INVOICE IN DUPLICATE TO: OAKLAND UNIFIED SCHOOL DISTRICT  
ACCOUNTS PAYABLE  
1000 Broadway, Suite 450  
Oakland, CA 94607

**VENDOR:**

V020515  
UC REGENTS - UC-BERKELEY  
LAWRENCE HALL OF SCIENCE  
ONE CENTENNIAL DRIVE  
BERKELEY CA 94720-5200

**SHIP TO:**

TEACHING AND LEARNING  
1000 BROADWAY, STE 600  
OAKLAND CA 94607

M1 (510) 879-1079  
Chen, Christine

Del  
Date

Bid  
Quote#

Item No.	Quantity	Unit	Description of Articles or Services	Unit Price	Total Price
001	30,000	EA	Baysci contract for 2015-'16	1.00	30,000.00
NET TOTAL ....					30,000.00

**NOTICE TO VENDORS:**

Vendor agrees, by supplying the product(s) and/or service(s) requested in this purchase order to defend, indemnify and hold harmless the District, its Board of Education, officers, employees, agents from any and all losses or injuries, however caused, resulting from any effects in or delivery of, the product(s) supplied, or negligence in providing the service(s).

**AFFIRMATIVE ACTION:**

The seller shall not discriminate against any employee or applicant for employment because of race, creed, sex, non-impairing handicap, color, or national origin and shall ensure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). Failure to comply shall be considered cause for not requesting bids from that firm, until it complies with the above provision.

Buyer Name: BRENDA LEWIS

Buyer Phone#: (510) 434-2249

*Brenda Lewis*

DIRECTOR OR DESIGNEE OF PURCHASING

DATE

**VANESSA LUJAN, Ph.D.**

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

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

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

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

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

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

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

## **DIANA VELEZ**

### **Professional Development Specialist,**

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

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

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

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

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

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

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

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

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

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

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

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

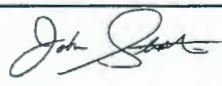
### **- Co-Founder NECCO (Neighborhood Ecology Club Collaborative of East Oakland),**

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

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

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

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

Northern California ReLiEF				<b>CERTIFICATE OF COVERAGE</b>		Issue Date 10/13/2015	
<b>ADMINISTRATOR:</b> Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607  510-986-6750 www.keenan.com			LICENSE # 0451271		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.		
<b>COVERED PARTY:</b> Oakland Unified School District 1000 Broadway, Suite 300 Oakland CA 94607			<b>ENTITIES AFFORDING COVERAGE:</b>  ENTITY A: Northern California ReLiEF  ENTITY B:  ENTITY C:  ENTITY D:  ENTITY E:				
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.							
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS		
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000		
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000		
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE		
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	\$ Included EACH OCCURRENCE		
	<b>WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER  \$ E.L. EACH ACCIDENT		
C	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS		
	<b>OTHER</b>			\$ \$			
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:</b> As respects to the agreement between The Regents of the University of California and Oakland Unified School District for the District Planning for Science Technical assistance for Professional Development through the coverage expiration date.							
<b>CERTIFICATE HOLDER:</b>  Principal Place at Main Location 1000 Broadway Suite 600 Oakland CA 94607				<b>CANCELLATION.....</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.			
				  John Stephens AUTHORIZED REPRESENTATIVE			

## **DISCLAIMER**

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

**ENDORSEMENT**

**ADDITIONAL COVERED PARTY**

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-07	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

**Additional Covered Party:**

Principal Place at Main Location  
1000 Broadway Suite 600  
Oakland CA 94607

**As Respects:**

As respects to the agreement between The Regents of the University of California and Oakland Unified School District for the District Planning for Science Technical assistance for Professional Development through the coverage expiration date.

The Regents of the University of California are included as an Additional Covered Party.



\_\_\_\_\_  
Authorized Representative

Issue Date: 10/13/2015



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With *Every* Consent Agenda Contract.**

**Legislative File ID No.** \_\_\_\_\_

**Department:** Science, Teaching and Learning

**Vendor Name:** The Regents of the University of California

**Contract Term:** Start Date: Oct 1, 2015 End Date: June 30, 2016

**Annual Cost:** \$ 30,000.00

**Approved by:** \_\_\_\_\_

**Is Vendor a local Oakland business?** Yes ☐ No ☒

**Why was this Vendor selected?**

BaySci is designed to strengthen inquiry-based elementary science instruction in the Bay Area through a concerted partnership and supportive network of local school districts, district leadership, schools, and teachers with the Lawrence Hall of Science and Exploratorium. The goal of the OUSD – BaySci partnership is to further district- and teacher-based K-12 science improvement efforts in Oakland through district-level planning and technical assistance focused on leadership and capacity-building around elementary science education. A key feature of BaySci is that it addresses the specific individual needs expressed by the district by taking strategic advantage of top-level district and school site leaders' participation for the purpose of prioritizing high-quality science instruction within the district and building leadership capacity at various ranks in the district administration.

**Summarize the services this Vendor will be providing.**

The Scope of Work includes:

1. District Planning for Science
  - a. Facilitate planning on design and implementation of the OUSD science program and vision with the goals of increasing science leadership capacity throughout the district and school sites, and improving the quality and quantity of K-12 science instruction district wide.
  - b. Collaborate with the OUSD science leadership team on the overall district K-12 science engagement strategy.
2. Technical Assistance
  - a. Respond to OUSD needs through consultation and customized support, including planning professional development initiatives.
  - b. Assist in the design of differentiated professional development offerings for Science Focus Schools, Teacher Leaders, and

**Was this contract competitively bid?** Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

The organization is under the University of California, Berkeley and the rates are standard and set by the university.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☒ **Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
  - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - ☐ Western States Contracting Alliance Contracts (WSCA)
  - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **"Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2015-2016



## Basic Directions

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

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

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

Attachment Checklist ☒ For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check  
☒ For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)  
☒ For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to: (required) [christine.chen@ousd.org](mailto:christine.chen@ousd.org)

## Contractor Information

Contractor Name	The Regents of the University of California/LHS	Agency's Contact	Maria Rubinshteyn
OUSD Vendor ID #	V053793 Lawrence Hall of Science	Title	Director, Business Contracts and Brand Protection
Street Address	Lawrence Hall of Science, 1 Centennial Dr.	City	Berkeley
Telephone	510-642-2829	State	CA
		Zip	94720
		Email (required)	contracts@berkeley.edu
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	10/1/2015	Date work will end	6/30/2016	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)		Number of Hours (required)	na		

## 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
4050	CAMSP	9091020201	5825	\$ 30,000.00
			5825	
			5825	
Requisition No. (required)		R0161905	Total Contract Amount	\$ 30,000.00

## 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.sam.gov/>)

1.	<b>Administrator / Manager</b> (Originator)	Name	Caleb Cheung	Phone	510-879-3694	
	Site/Department (Name & #)	Teaching and Learning/Science			Fax	NA
	Signature				Date Approved	11/1/2015
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools & Student Services Dept. <input type="checkbox"/> Risk <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature				Date Approved	
	Signature (if using multiple restricted resources)				Date Approved	
3.	<b>Network Superintendent/Deputy Network Superintendent</b>					
	Signature				Date Approved	12/23/15
4.	<b>Chiefs / Deputy Chiefs</b> : Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ <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	1/4/16
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract					
Legal Required if not using standard contract		Approved			Date	
Procurement	Date Received		PO Number			