

Board Office Use: Legislative File Info.	
File ID Number	16-08196
Introduction Date	5/11/16
Enactment Number	16-0586
Enactment Date	5/11/16



**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)

5/11/16

Subject Professional Services Contract - UC Regents - University Of UC Berkeley History-Social
- TK-12 Language and Literacy Manager English, History, and Library Services (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and UC Regents - University Of UC Berkeley History-Social. Services to be primarily provided to TK-12 Language and Literacy Manager English, History, and Library Ser for the period of 06/1/2015 through 05/30/2016.

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

The team of participating educators is composed of teachers who serve the students of East Oakland. These students' histories are often not represented in traditional U.S. History or AP U.S. History courses. In addition, traditional methods of lecture and note-taking are neither effective nor engaging for our student population. The goal of this professional development is to develop high-quality, rigorous, engaging curriculum that is both tailored to students' particular skills and experience and reflective of the challenges they will face in college or the professional world.

Although district professional development provides models for historical thinking strategies, it is not focused on how to teach U.S. History at the Advanced Placement level, while engaging a diverse student population. Similarly, district professional development is not structured to provide opportunities for teachers to develop curriculum. To do this, teachers need both targeted support and sufficient time to collaborate. Additionally, training for Advanced Placement presents a clear picture of what is expected of students on the AP exam, but little support for how to reach non-traditional AP students.

Discussion
One paragraph
summary of the
scope of work.

Ratification by the Board of Education of a Professional Services Contract between the District and UC Regents - University Of California, Berkeley, Ca, for the latter to provide a 3 day institute that include scholar lectures for the period of 02/02/2016 through 06/30/2016 in an amount not to exceed \$7,550.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and UC Regents - University Of UC Berkeley History-Social. Services to be primarily provided to TK-12 Language and Literacy Manager English, History, and Library Ser for the period of 06/1/2015 through 05/30/2016.

Fiscal Impact Funding resource name (please spell out) Light Awards Grant/Castlemont not to exceed 7,550.00

Attachments

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Learning Through Connections

CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 16-0896

Department: TK-12 Language and Literacy Manager English, History and Library Services

Vendor Name: UC Regents - UC Berkeley History-Social Science Project

Contract Term: Start Date: 6/1/2015 End Date: 5/30/2016

Annual Cost: \$ 7550

Approved by: _____

Is Vendor a local Oakland business? Yes ☐ No ☒

Why was this Vendor selected?

This vendor was selected because their expertise in the field of history education, as well as their ability to connect Oakland Unified School District history teachers with scholars in the field of U.S. History, is unique in the local geographic area. In addition, the vendor partnered with a team of teachers as they applied for and were awarded the grant funds that will be used to pay the contract. (See grant "AP-level U.S. History for East Oakland's students" Legislative File No 15-0353)

Summarize the services this Vendor will be providing.

This vendor will provide planning and facilitation of a three-day professional development institute for teachers of U.S. History. The institute will include workshops on U.S. History content as well as pedagogical techniques to build historical thinking and literacy skills for students who have been historically disenfranchised. In addition, the vendor will provide scholar talks by university professors to deepen teachers' knowledge of historical content, and will provide a graduate student advisor to assist participating teachers in developing U.S. History curriculum throughout the 2015-16 school year.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

The vendor provides services not available through other vendors in the local area. In addition, we were able to negotiate the cost to below the standard rate charged by this vendor for their services.

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 \$87,800 (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 [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 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**

Amount agreed upon in grant agreement.
See Legislative File 15-0353 "AP-level
U.S. History for East Oakland's students"

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

PROFESSIONAL SERVICES CONTRACT 2015-2016

The Regents of the University of California, on behalf of its Department of History

This Agreement is entered into between ~~UC Regents - University Of UC Berkeley History-Social~~ (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:

1. **Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

2. **Terms:** CONTRACTOR shall commence work on June 1, 2015 ~~06/1/2015~~, 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 5/30/2016 ~~05/30/2016~~.

3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed seven thousand five hundred fifty Dollars (7,550.00) [per fiscal year], at an hourly billing rate not to exceed \$ 7,550.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

4. **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.

6. **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.

7. **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:

BCMS #12253

OUSD Representative:

Name: Nancy Lai
 Site /Dept.: TK-12 Language and Literacy Manager English, History, and Library Services
 Address: Suite 398 1000 Broadway
Oakland CA 94607
 Phone: 510.879.1848
 Email: marilu.boytes@ousd.k12.ca.us

CONTRACTOR:

Name: Maria Rubinshteyn
 Title: Director
 Address: 2407 Dwinelle Hall, mc#2550
Berkeley CA 94720
 Phone: (510) 643-0897
 Email: garcia.a@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:** The parties agree to the insurance provision set forth in Exhibit B, attached hereto and made a part hereof.

~~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.~~ The parties agree to the indemnification provision set forth in Exhibit B, attached hereto and made a

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

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:~~

4. **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 these 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 these 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. ~~Except as set forth in Exhibit B, n~~Notwithstanding any other provision of this Agreement, in no event, shall ~~either party-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 ~~non-publicly available~~ information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

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

23. **Conflict of Interest:** CONTRACTOR shall knowingly 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

Ling Zhu

Maria Rubinshteyn Business Contracts Specialist

Director 4/13/2016

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: [Signature]
Attorney at Law

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.

Professional Development Workshops for Teachers
3 Day Institute
Graduate Student Advisor
Scholar Talks

The professional development provided by the UCBHSSP would not only address teachers' need to deepen their own understanding of appropriate content and rigor for our courses, but it would allow them to collaborate with their colleagues to develop and refine curriculum that is responsive to students' needs. Teaching is often an isolating job, the participating teachers have few opportunities for collaboration in our content area at our school sites. This PD series would strengthen collaborative relationships across schools in East Oakland, and would position each of the team members as a resource to our history colleagues across the district (and beyond).

Most importantly, this PD series has the potential to unlock access to college-level historical thinking to students, who are historically under-represented in AP classrooms and under-prepared for college. By combining relevant content with engaging skills and strategies, we hope to show students the power of "doing" history - that is, critically examining evidence, finding patterns, considering multiple perspectives, and making informed judgments and arguments. These skills are not only essential for 21st Century citizenship, but are highly aligned with the expectations of the Common Core Standards.

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 UC Berkeley History-Social Studies Project (UCBHSSP) will provide a 3-day summer institute in June 2015. The institute will be tailored to the particular challenges faced by U.S. History teachers in East Oakland, such as a high percentage of language learners and students living in poverty. The institute will include scholar lectures to inform curriculum design as well as pedagogical support, emerging from UCBHSSP's expertise in historical thinking and academic literacy strategies. History professors, graduate students, and UCBHSSP staff will advise in the selection of key historical documents to integrate into the course and model research-based, high-leverage learning strategies. These workshops will align with the requirements of the AP curriculum as well as apprentice the team in the best research-backed curricular choices to make for our students.

Based on the summer institute, participating teachers will develop a structure for an innovative and rigorous, AP-level U.S. History curriculum to be piloted and refined during the 2015-16 school year. The curriculum will place students in the position of historical investigators and will organize content using engaging themes and essential questions to help students connect to the history they are studying.

The ultimate outcome of this work is to improve student performance on district History Writing Tasks and the AP U.S. History exam.

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

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

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

Please select:

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

- ☐ **Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

EXHIBIT B

Any other provision to the contrary notwithstanding, the following provisions shall govern the Agreement between the Regents of the University of California on behalf of its Department of History ("University") and Oakland Unified School District ("Organization") of even date herewith.

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

2. Insurance. Each party at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance or self insurance as follows:

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 |

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

ii. Workers' Compensation as required under California State law.

iii. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

The coverages required under this Section (i, ii, and iii) shall not limit the liability of the insuring party.

The coverages provided by either party referred to under (i) and (ii) of this Section shall include the other party as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of the insurer, its officers, employees, and agents. Each party, upon the execution of this Agreement, shall furnish the other party with certificates of insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days (10 days for non-payment of premium) advance written notice to the other party of any material modification, change, or cancellation of the above insurance coverages.

3. Copyright. The ownership of any preexisting inventions or copyright in works employed in the performance of this Agreement shall remain unchanged; provided, however, that each party hereby licenses to the other party the right to use such copyrighted work or invention only to the extent necessary to perform this Agreement. University shall own the copyright of any materials produced in the performance of this Agreement.

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

OUSD Consultant Billing Rate Guideline Waiver Request

Directions

All District professional services contracts must be paid at an hourly rate within the OUSD Billing Rate Guidelines. Principals and managers can submit a waiver request to pay consultants at a higher hourly rate or in special circumstances, a flat fee contract. Billing rate guideline waivers require Cabinet level approval (CFO, CSO, CCA, CAO or Assistant 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 renegotiate the compensation and resubmit the contract for approval.


Contractor Name	UC Regents - UC Berkeley History-Social Science Project
Contract Originator Name	Nancy Lai
Site or Department	TK-12 Language and Literacy Manager
Requisition Number	R0163106

Reason for requested waiver:

☐ Specialized skills set justifies higher hourly rate, see resume or statement of qualifications attached

☐ Short-term contract requires a higher hourly rate. Contract is less than one month in duration.

☒ Other, please explain:
Contractor charges a flat rate

Approval Cabinet Level approval required (CFO, CSO, CCA, CAO or Assistant Superintendent)	
Network or Executive Officer	Date
Cabinet Level	Date
	4/22/16

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Search Results

Current Search Terms: UC regents* - university* Of UC berkeley* History-Social

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record
Status

By
Functional
Area - Entity
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By
Functional
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Information

SAM | System for Award Management 1.0

IBM v1.P.46.20160226-1435

WWW7

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



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.

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

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

Contractor Information

Contractor Name	UC Regents - University Of UC Berkeley History-Social	Agency's Contact	Maria Rubinshteyn			
OUSD Vendor ID #	V015997	Title	Director			
Street Address	2407 Dwinelle Hall, mc#2550	City	Berkeley	State	CA	Zip 94720
Telephone	(510) 643-0897	Email (required)	garcia.a@berkeley.edu			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	06/1/2015	Date work will end	05/30/2016	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$ 7,550.00	Number of Hours (required)	Flat Rate		

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
9273	Light Awards Grant/C	9099273101	5825	\$ 7,550.00
			5825	
			5825	
Requisition No. (required) R0163106			Total Contract Amount \$ 7,550.00	

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.	Administrator / Manager (Originator)	Name	Nancy Lai	Phone	510.879.1848
	Site/Department (Name & #)	TK-12 Language and Literacy Manager English, History, and Library Services		Fax	510.879.3120
	Signature	<i>[Signature]</i>		Date Approved	4/12/16
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"/> 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.	Network Superintendent/Deputy Network Superintendent				
	Signature	<i>[Signature]</i>		Date Approved	
4.	Chiefs / Deputy Chiefs 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	<i>[Signature]</i>		Date Approved	4/22/16
5.	Superintendent, Public Education Signature on the legal contract				
Legal	Required if not using standard contract	Approved	<i>[Signature]</i>	Denied - Reason	
Procurement	Date Received			PO Number	
				Date	4/8/16