

Board Office Use: Legislative File Info.	
File ID Number	16-0914
Introduction Date	5-25-16
Enactment Number	16-0764
Enactment Date	5/25/16 OR



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)

Subject Professional Services Contract - The Regents of the University of California
- 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. Services to be primarily provided to Teaching and Learning/Science for the period of 6/1/2015 through 6/30/2016.

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

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.

Discussion
One paragraph summary of the scope of work.

UC Berkeley employees in the College of Letters and Sciences will provide science content support as cadre at the Summer Teacher Leadership Institute, in which participants learn about the Next Generation Science Standards (NGSS), including its three-dimensional learning.

UC Berkeley employees will also attend, participate, co-facilitate and provide feedback as needed at Teacher Leadership meetings to support the development of a leadership rubric for the project.

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

Fiscal Impact Funding resource name (please spell out) California Math and Science Partnership not to exceed 24,000.00

Attachments

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



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

Legislative File ID No. 16-0914

Department: Science, Teaching and Learning

Vendor Name: The Regents of the University of California, Cal Teach

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

Annual Cost: \$ 24,000.00

Approved by: _____

Is Vendor a local Oakland business? Yes ☐ No ☒

Why was this Vendor selected?

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.

Summarize the services this Vendor will be providing.

UC Berkeley employees in the College of Letters and Sciences will provide science content support as cadre at the Summer Teacher Leadership Institute, in which participants learn about the Next Generation Science Standards (NGSS), including its three-dimensional learning.

UC Berkeley employees will also attend, participate, co-facilitate and provide feedback as needed at Teacher Leadership meetings to support the development of a leadership rubric for the project.

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**

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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

(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 6/1/2015, 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 Twenty Four Thousand Dollars (24,000.00) [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 Cheung
 Site /Dept.: Teaching and Learning/Science
 Address: 1000 Broadway Suite 600
oakland ca 94607
 Phone: 510-879-3694
 Email: christine.chen@ousd.org

CONTRACTOR:

Name: Maria Rubinshteyn
 Title: Director, Business Contracts and Brand Protection
 Address: 475 Evans Hall
Berkeley CA 94720
 Phone: 510-642-2041
 Email: ryan.shiba@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

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 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.

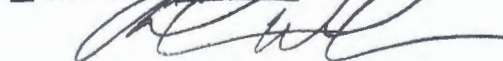
OAKLAND UNIFIED SCHOOL DISTRICT



☒ President, Board of Education

☐ Superintendent

☐ Chief or Deputy Chief



Secretary, Board of Education

CONTRACTOR

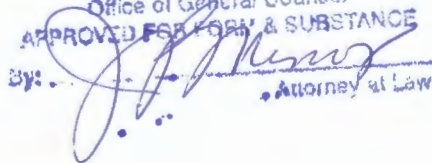
Contractor Signature

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

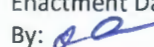
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By: 

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.

University will perform the following services as a "Partner" in the federally-funded California Mathematics and Science Partnerships project entitled "The BOLTS Initiative: Building Oakland Leadership for the Teaching of Science":

i. UC Berkeley employees in the College of Letters and Sciences will attend, participate, co-facilitate and provide feedback as needed for the Summer Teacher Leadership Institute, in which participants learn about the Next Generation Science Standards (NGSS), including its three-dimensional learning and conceptual flow of lessons; change management; lesson study; formative assessments; literacy integration; equity in science education; and lesson planning.

UC Berkeley employees will also attend, participate, co-facilitate and provide feedback as needed at meetings for the Teaching and Learning Collaborative, during which teachers undertake two cycles of lesson study (one fall and one spring), plan lessons for lesson study experience, and engage in feedback and revision of lessons.

UC Berkeley will also recruit additional content and educational experts from UC Berkeley, both within and outside of the College of Letters and Sciences, as needed to attend, participate, co-facilitate and provide feedback for the professional learning and content during the Summer Teacher Leadership Institute and Teaching and Learning Collaborative meetings.

UC Berkeley will be consistently providing input on materials that OUSD designs for the Summer Teacher Leadership Institute and Teaching and Learning Collaborative meetings, but will not be involved in contributing new or original content as part of this project.

ii. UC Berkeley employees will attend Teacher Leadership Meetings as needed, during which teacher leaders reflect on learning happening at school sites, learn about leadership opportunities, engage with teachers from different school sites, receive feedback on lesson/curriculum development, learn about pedagogy and assessment strategies, develop NGSS Site Plans, and respond to teacher leadership self-assessment rubric to evaluate growth as a performance outcome.

UC Berkeley employees in the Graduate School of Education will advise the LEA on professional learning models, and provide input on relevant materials, including NGSS Teacher Leadership Development Progression and Leadership Self-Assessment documents. UC Berkeley Graduate School of Education will be consistently providing input on leadership materials that OUSD designs, but will not be involved in contributing new or original content as part of this project.

iii. UC Berkeley employees will assist OUSD and the Public Works evaluator with evaluating performance outcomes as needed for the NGSS implementation work outlined in the CaMSP BOLTS Initiative work, including the Summer Teacher Leadership Institute, Teacher Leadership Meetings, and Teaching and Learning Collaborative. UC Berkeley partners will provide input on the design, implementation, and reporting for grant activities that is generated by OUSD and Public Works, but will not be involved in contributing new or original content as part of this project.

iv. UC Berkeley employees will attend regular CaMSP and BOLTS Initiative leadership team meetings as needed, including Year-end Retreat, and assist with planning, reflecting on progress and learning outcomes, and project evaluation.

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.

UC Berkeley employees in the College of Letters and Sciences will provide science content support as cadre at the Summer Teacher Leadership Institute, in which participants learn about the Next Generation Science Standards (NGSS), including its three-dimensional learning.

UC Berkeley employees will also attend, participate, co-facilitate and provide feedback as needed at Teacher Leadership meetings to support the development of a leadership rubric for the project.

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 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 checked="" type="checkbox"/> High quality and effective instruction | <input checked="" 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.

PROFESSIONAL SERVICES AGREEMENT
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and
OAKLAND UNIFIED SCHOOL DISTRICT

This Professional Services Agreement (this "Agreement"), dated June 1, 2015 (the "Effective Date"), is by and between The Regents of the University of California (the "University"), on behalf of the University of California, Berkeley's College of Letters and Science, and Oakland Unified School District ("District"), having a principal place of business at 4551 Steele Street, Oakland, CA 94619.

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 (the "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 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 in the case of the University, 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, herein. 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 such 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. 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. Notwithstanding anything herein to the contrary, University acknowledges that the U.S. Department of Education reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal Government purposes any Works funded under Mathematics and Science Partnerships Grant No. S366B250005.

10. Notice.

University's representative for all matters shall be:

UC Berkeley Cal Teach Program
367 Evans Hall MC 3860
Berkeley, CA 94720-3860
Attn: Ryan Shiba, Manager of Cal Teach
ryan.shiba@berkeley.edu
Phone: 510-642-2041

Organization's representative for all purposes shall be:

Oakland Unified School District
4551 Steele Street
Oakland, CA 94619
Attn: Claudio Vargas, Project Director
claudio.vargas@ousd.k12.ca.us
Phone: 510-220-8397

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.

13. 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.

14. 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.

15. Modification

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

16. 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.

17. 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.

18. 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.

19. Assignment

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

20. 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.

21. 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.

22. 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.

23. Representation on Authority of Parties/Signatories

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. 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: _____

Name: _____

Title: _____

Date: _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: Karen E. Etheridge

Name: Karen E. Etheridge

Title: Senior Business Contracts Specialist

Date: 3/2/2016

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

SCHEDULE A

1. SCOPE OF WORK:

University will perform the following services as a "Partner" in the federally-funded California Mathematics and Science Partnerships project entitled "The BOLTS Initiative: Building Oakland Leadership for the Teaching of Science":

- i. UC Berkeley employees in the College of Letters and Sciences will attend, participate, co-facilitate and provide feedback as needed for the **Summer Teacher Leadership Institute**, in which participants learn about the Next Generation Science Standards (NGSS), including its three-dimensional learning and conceptual flow of lessons; change management; lesson study; formative assessments; literacy integration; equity in science education; and lesson planning.

UC Berkeley employees will also attend, participate, co-facilitate and provide feedback as needed at meetings for the **Teaching and Learning Collaborative**, during which teachers undertake two cycles of lesson study (one fall and one spring), plan lessons for lesson study experience, and engage in feedback and revision of lessons.

UC Berkeley will also recruit additional content and educational experts from UC Berkeley, both within and outside of the College of Letters and Sciences, as needed to attend, participate, co-facilitate and provide feedback for the professional learning and content during the Summer Teacher Leadership Institute and Teaching and Learning Collaborative meetings.

UC Berkeley will be consistently providing input on materials that OUSD designs for the Summer Teacher Leadership Institute and Teaching and Learning Collaborative meetings, but will not be involved in contributing new or original content as part of this project.

- ii. UC Berkeley employees will attend **Teacher Leadership Meetings** as needed, during which teacher leaders reflect on learning happening at school sites, learn about leadership opportunities, engage with teachers from different school sites, receive feedback on lesson/curriculum development, learn about pedagogy and assessment strategies, develop NGSS Site Plans, and respond to teacher leadership self-assessment rubric to evaluate growth as a performance outcome.

UC Berkeley employees in the Graduate School of Education will advise the LEA on professional learning models, and provide input on relevant materials, including NGSS Teacher Leadership Development Progression and Leadership Self-Assessment documents. UC Berkeley Graduate School of Education will be consistently providing input on leadership materials that OUSD designs, but will not be involved in contributing new or original content as part of this project.

- iii. UC Berkeley employees will assist OUSD and the Public Works evaluator with **evaluating** performance outcomes as needed for the NGSS implementation work outlined in the CaMSP BOLTS Initiative work, including the Summer Teacher Leadership Institute, Teacher Leadership Meetings, and Teaching and Learning Collaborative. UC Berkeley partners will provide input on the design, implementation, and reporting for grant activities that is generated by OUSD and Public Works, but will not be involved in contributing new or original content as part of this project.
- iv. UC Berkeley employees will attend regular CaMSP and BOLTS Initiative **leadership team meetings** as needed, including Year-end Retreat, and assist with planning, reflecting on progress and learning outcomes, and project evaluation.

2. **FEES AND RATES:**

Compensation for services performed by UC Berkeley graduate students will be invoiced at a rate of \$500/day or \$250/half day. Compensation services performed for UC Berkeley faculty, academic personnel and science educational professionals will be invoiced at a rate of \$200/hour. **Contract Limit:** for services performed and costs incurred during the term of the Agreement, the total amount billed during the term of the contract shall not exceed \$24,000. **Billing and Payment Procedures:** The University shall submit a quarterly invoice to the **District**. Payments shall be made by the **District** within thirty (30) days of receipt of the invoice from the University.

Statement of Qualifications for All Contractors:

UC Berkeley's College of Letters and Science will primarily support the science content components of the Initiative. As the director of CalTeach, Elisa Stone works extensively with faculty and professors in their teacher credentialing program. CalTeach is a four year experimental credentialing program, allowing undergraduates receive not only their degree in math or science, but also a teaching credential. Now in its sixth year, the program graduates approximately 20 math and science teachers each year, a number of them come to Oakland. Many of the student teaching placements also take place in Oakland. Dr. Stone, a Principal Investigator for this Initiative, has a Ph.D. in genetics, MA in education, and also high school science teaching experience. She understands the needs and challenges of K-12 teachers and can at the same time utilize the content expertise at the university level. This will be a great opportunity to collaborate and create new NGSS content that will be informative and useful to both organizations. Additionally, the College of Letters and Science will recruit many of the University Partners for the Cadre teams, which will be made up of UC Berkeley faculty, postdoctoral researchers and graduate students who are content experts in specific STEM fields and departments and/or science education.

UC Berkeley School of Education faculty and staff will also be involved in this work has a long history of collaboration with Oakland. Over the past ten years, 63 teachers have graduated and been placed in OUSD from their teacher education programs. Additionally, the Principal Leadership Institute (PLI), an equity focused principal credentialing program, has graduated over 90 OUSD leaders in the past 15 years. Currently 60 alumni work as school site and district administrators in OUSD. Rebecca Cheung, Program Director of the PLI, and her colleagues will provide expertise into the design, implementation, and analysis of the teacher leadership dimensions of the Initiative. This includes the NGSS Teacher Leadership Development Progression and Leadership Self-Assessment. Dean Judith Warren Little will serve in an advisory capacity, providing input into the overall professional development and assessment design of the entire program. In turn, the School of Education's involvement will directly inform their teacher and administrator credentialing work, as the BOLTS initiative explores NGSS implementation in urban public schools. Members of the OUSD Science Department will also make NGSS related presentations in both the PLI and CalTeach programs as a way to share expertise.

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
I. GENERAL LIABILITY:	
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
II. AUTOMOBILE LIABILITY:	
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

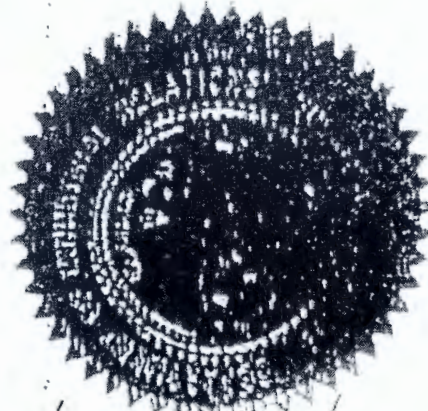
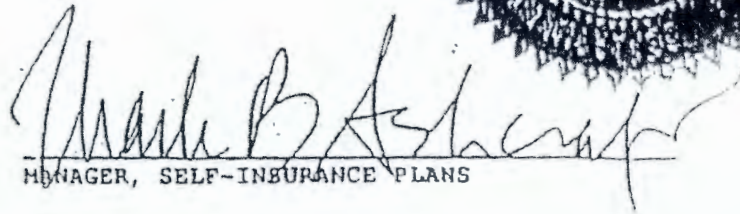
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE March 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA


DIRECTOR



MANAGER, SELF-INSURANCE PLANS

USER N

For

SAM.gov will be down for scheduled maintenance Friday, 2/26/2016 from 8:00 PM until Midnight (EST).

Entity Dashboard

[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: 124726725 CAGE Code: 50853****Status: Active****Expiration Date: 01/07/2017****Purpose of Registration: All Av**

Entity Overview

Entity Information

Name: REGENTS OF THE UNIVERSITY OF CALIFORNIA, THE**Doing Business As:** University Of California, Berkeley**Business Type:** Business or Organization**POC Name:** Todd Vizenor**Registration Status:** Active**Activation Date:** 01/08/2016**Expiration Date:** 01/07/2017

Exclusions

Active Exclusion Records? No

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



CERTIFICATE OF COVERAGE

Issue Date

10/13/2015

ADMINISTRATOR:

Keenan & Associates
1111 Broadway, Suite 2000
Oakland, CA 94607

LICENSE # 0451271

510-986-6750
www.keenan.com

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.

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California ReLiEF

ENTITY B:

ENTITY C:

ENTITY D:

ENTITY E:

COVERED PARTY:

Oakland Unified School District
1000 Broadway, Suite 300
Oakland CA 94607

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	GENERAL LIABILITY <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 <input type="checkbox"/>	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input 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	PROPERTY <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	STUDENT PROFESSIONAL LIABILITY	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
C	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$	\$

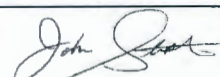
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

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.

CERTIFICATE HOLDER:

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

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 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

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) christine.chen@ousd.org

Contractor Information

Contractor Name	The Regents of the University of California	Agency's Contact	Maria Rubinshteyn		
OUSD Vendor ID #	1022039 Cal Teach	Title	Director, Business Contracts and Brand Protection		
Street Address	475 Evans Hall	City	Berkeley	State	CA
Telephone	510-642-2041	Email (required)	ryan.shiba@berkeley.edu		
Zip	94720				
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	6/1/2015	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	\$ 24,000.00
			5825	
			5825	
Requisition No. (required) R0163745			Total Contract Amount \$ 24,000.00	

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.	Administrator / Manager (Originator)		Name	Caleb Cheung	Phone	510-879-3694
	Site/Department (Name & #)		Teaching and Learning/Science		Fax	NA
	Signature		Date Approved		1/1/2016	
2.	Resource Manager , 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			
3.	Network Superintendent/Deputy Network Superintendent					
	Signature		Date Approved		4/22/16	
	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$					
4.	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature		Date Approved		4/26/16	
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved		Denied - Reason		Date
Procurement		Date Received		PO Number		4/25/16