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# Memo

To

**Board of Education** 

From

Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** 

(To be completed by Procurement)

April 25, 2018

Subject

Amendment No. 1 to the Subcontract and Grant Award with WestEd from Bechtel to Implement the Bechtel Next Generation Science Standards (NGSS) Program for the Teaching and Learning Department (site/department)

#### **Action Requested**

Approval by the Board of Education of Amendment No 1. To the Subcontract and Grant Award between the District and WestEd, funded by the S.D. Bechtel Jr. Foundation. Services to be primarily provided to the Science Department of the Teaching and Learning Department for the period of July 1, 2014 through June 30, 2018.

#### **Background**

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

The District through WestEd has received a grant in the amount of \$378,652.00 to support leadership and infrastructure development for the Next Generation Science Standards Program. The California NGSS K-8 Early Implementation Initiative is a 4-year program for the period of July 1, 2014 through June 30, 2018. The goal of the program is to prepare principals o become strong instructional science leaders at their sites and to train teacher leaders. WestEd (K-12 Alliance) will develop and implement the Initiative, provide the professional learning experiences in conjunction with institutes of higher education and other professional development providers, provide direct technical assistance to the districts, and serve as the fiscal and operational manager of the program.

#### Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of Amendment No. 1 of the Subcontract and Grant Award between District and WestEd, San Francisco, CA, for the latter to implement Year 3-4 of the 4-year program. The District costs include teacher stipends, a stipend for the District program director and teacher release time. The grant award is for the period from July 1, 2016 to June 30, 2018. The District costs would be in providing facilities and incentives for after school professional learning experiences for classroom teachers and access to district media for on-line professional learning modules. Professional development will also take place for teachers during district wide buy back days that will focus on the program. Thus the District will incur minimal new expenses for the Science Department of the Teaching and Learning Department, in the additional amount of \$378,652.00, increasing the not to exceed amount of the Contract from 254,000.00 to \$632,652.00 and extending the term of the agreement from July 1, 2014 through June 30, 2016 to June 30, 2018. All other terms and conditions of the Contract remain in full force and effect.

#### Recommendation

Approval by the Board of Education of Amendment No. 1 of the Subcontract between the District and WestEd. Services to be primarily provided to the Science Department of the Teaching and Learning Department. Services Department for the period of July 1, 2014 through June 30, 2018.

#### Fiscal Impact

Funding resource name (please spell out): S.D. Bechtel Foundation Grant:

4-year Program:

Year 1-2 (2014-2016) in the amount of \$254,000.00,

Year 3-4 (2016-2018) in the amount of \$378,652.00, for a total amount not to exceed

\$632,652.00.



#### **Attachments**

- Memorandum of Understanding
- Scope of Work
- Certificate of Insurance



excellence in research, development, and service

Contract Number: S-00014511

Cost Code: 8508

#### **SUBCONTRACT**

This Subcontract is entered into by and between WestEd and Oakland Unified School District

#### **SECTION A: CONTACTS**

#### **Oakland Unified School District**

Claudio Vargas NGSS Project Director 1000 Broadway, Ste. 680 Oakland, CA 94607 P: (510) 220-8397 claudio.vargas@ousd.org

#### WestEd Technical:

Kathy DiRanna K-12 Alliance Director P: 714.812.0288 kdirann@wested.org

#### WestEd Contracts:

Contracts Management Department 730 Harrison Street San Francisco, CA 94107 P: 415.615.3136 contracts@wested.org

#### WestEd Billing:

Donald Hom A/P Supervisor 4665 Lampson Avenue Los Alamitos, CA 90720 P: 562.799.5121 accountspayable@wested.org

#### **SECTION B: WORK OR SERVICES**

1. Prime Contract Information

Prime Funder: S.D. Bechtel, Jr. Foundation Project Name: Bechtel NGSS Years 3-4

Prime Contract Number & CFDA (if applicable): 8075

2. Subcontract Term

Start Date: 07/01/2016 End Date: 06/30/2018

3. Work or Services to be completed by Subcontractor (brief description):

See attached Scope of Work, Exhibit 1.

4. Maximum Fees and expenses: \$378,652.00

#### 5. Attachments

The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of this Subcontract.

See Attached:

- WestEd Terms and Conditions
- Scope of Work, Exhibit 1
- Budget Detail, Exhibit 2
- Small Business Representations, Exhibit 3
  - Additional Attachments: Additional Contractual Requirements, Exhibit 4

#### **SECTION C: PAYMENT**

- Subcontractor shall invoice WestEd on a monthly basis. All invoices MUST BE received by WestEd no later than fifteen (15) days after the end
  of the month in which the services were delivered. Invoices received after such date MAY NOT BE PAID.
- Subcontractor shall submit monthly invoices in duplicate. An original invoice shall be sent to the WestEd Billing Contact with a duplicate sent
  to the WestEd Technical Contact (contact information is provided in Section A above).
- All invoices must include the following: (1) Subcontractor's name, Federal Tax ID, invoice date; (2) Subcontract Number and invoice number; (3) Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent; (4) Name, title, phone number of person preparing the invoice; (5) Authorized signature of certifying official.
- Subcontractor invoices must detail all services performed and/or expenses incurred in accordance with the attached budget. WestEd agrees to pay Subcontractor within 30 days of WestEd's receipt and approval of invoices. In no event shall WestEd be liable for late charges, interest, or penalties for failure to make payment within the time specified herein.



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#### **SECTION D: AUTHORIZED SIGNATORIES**

IN WITNESS WHEREOF, this Subcontract has been executed by the parties hereto.

WestEd

Agreed and accepted:

Virgilio F. Tinio, Jr.

**Authorized Signature** 

Date Signed: Apr 3, 2018

Name (Print): Virgilio F. Tinio, Jr.

Title: Contracts Manager

Oakland Unified School District ("Subcontractor")

Agreed and accepted:

Aimee Eng

President, Board of Education

**Authorized Signature** 

Date Signed:

Name (Print):

.

Kyla-R. Johnson-Trammell

Secretary, Board of Education

EIN:

Title:

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OAKLAND UNIFIED SCHOOL DISTRICT

Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

Q<sub>V</sub>

Marion McWilliams, General Counsel

Contract Number: sS-00014511 Cost Code: 8508

#### **WESTED TERMS AND CONDITIONS**

- 1.0 Allowable Costs: Allowable costs are determined in accordance with the cost principles applicable to the organization incurring the costs, e.g., FAR Subpart 31.2 (commercial organizations), 2 CFR 230 (non-profit organizations), 2 CFR 220 (educational institutions). Specific unallowable costs include, but are not limited to, capitalized equipment with an acquisition cost of \$5,000 or more, foreign travel, entertainment cost, and use of funds to influence legislation or appropriations.
- **2.0 Certification of Cost & Price:** Subcontractor hereby certifies that the fees and expenses charged for the work being conducted for WestEd is the Subcontractor's usual and customary fee. Subcontractor also certifies that Subcontractor is not charging other organizations a lower amount for the same work.
- 3.0 Records Maintenance, Retention, and Access: Subcontractor shall maintain proper accounting records and supporting documents that reflect all expenditures related to Subcontractor's performance of services under this Subcontract. WestEd may inspect, audit, or engage at its own expense an outside audit firm to review the Subcontractor's books to verify the claimed cost. Subcontractor shall retain all of such records and documents for at least seven (7) years after the final payment under this Subcontract.
- **4.0 Audit:** During the term of this Subcontract and for a reasonable period of time thereafter, WestEd or its agent shall have the right, at periodic intervals and during regular business hours, on Subcontractor's premises, to examine and make copies of all books and records of Subcontractor insofar as they relate to this Subcontract.
- 5.0 Independent Contractor Status and Responsibilities: In performing its services, Subcontractor shall be an independent contractor with authority and responsibility to control and direct the performance of the services required under this Subcontract, subject to WestEd's general right to inspect work in progress to determine whether the services are being performed in accordance with this Subcontract. All persons hired and/or contracted by Subcontractor shall be Subcontractor's employees and/or subcontractors. Subcontractor shall be responsible for the accuracy, completeness, and adequacy of all services performed by Subcontractor's employees and/or subcontractors and shall ensure that all applicable licensing and operating requirements of the State and County governments and all applicable accreditation and other standards of quality generally accepted in the field of Subcontractor's activities are complied with and satisfactorily met.

Subcontractor voluntarily and knowingly assumes the entire liability (if any such liability is determined to exist) to its employees and/or subcontractors or to other persons for all loss, damage, or injury caused by Subcontractor's employees and/or subcontractors in the course of their employment and/or subcontract. Subcontractor shall be responsible for payment of applicable income, social security, and other State or County taxes and fees, and all statutory benefits including, without limitation, Workers' Compensation, Unemployment Insurance and Temporary Disability Insurance.

- **6.0** No Alteration of Contract: No alteration, addendum, modification, or waiver of the terms of this Subcontract shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties. No inline delineation or alteration shall be accepted or bind WestEd.
- **7.0 Termination: 7.1** It is mutually agreed that either party may cancel this Subcontract before performance is completed by giving written notice to the other party at least thirty (30) days before the termination date.
- 7.2 WestEd may terminate this Subcontract immediately upon termination by the prime funder under which this Subcontract is being performed by giving written notice to the Subcontractor.

- 7.3 In the event of a termination under Section 7.1 or 7.2, WestEd shall reimburse Subcontractor for work performed under the Subcontract up to and including the date of termination, which are invoiced and submitted to WestEd in accordance with the attached Scope of Work and Budget.
- **8.0 Subcontracts and Assignments:** Except as specifically stated herein above, Subcontractor shall not subcontract or assign any part of the services to be performed under this Subcontract without the prior written consent and approval of WestEd.
- **9.0 Indemnification:** Subcontractor agrees to indemnify and hold harmless WestEd, its officers, employees and agents from all claims, liabilities and losses by whomever asserted arising out of acts or omissions of Subcontractor, its officers, employees and agents in the performance of this Subcontract, except those arising by reason of the sole negligence of WestEd, its officers, employees and agents. This provision will survive termination of this Subcontract.
- 10.0 Intellectual Property Ownership: Subcontractor agrees to convey ownership to any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code that was first conceived or first actually reduced to practice in the performance of the work under this Subcontract. Subcontractor hereby conveys to WestEd any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code that was first conceived or first actually reduced to practice in the performance of the work under this Subcontract. Subcontractor agrees that any information, design, expression, computer program or other work that is or may be copyrighted under U.S. copyright law first created or developed in the performance of the work under this Subcontract shall be a work made for hire, as defined by Title 17, Section 101, of the United States Code, for the benefit of WestEd. Subcontractor further agrees that any other information or data first created or developed in the performance of work under this Subcontract, including that which may be subject to protection as a trade secret, shall be proprietary to WestEd. This provision will survive termination of this Subcontract.

All pre-existing WestEd data and materials provided to Subcontractor by WestEd to assist in the performance of this Subcontract shall remain WestEd's property. WestEd hereby authorizes Subcontractor to have access to and make use of the data and/or materials as is appropriate for the performance by Subcontractor of its obligations under the Subcontract. Upon expiration or termination of the Subcontract for any reason, Subcontractor shall request instructions from WestEd regarding whether Subcontractor should: (1) erase or destroy the data files and/or materials maintained by the Subcontractor or (2) return the data and/or materials to WestEd. Subcontractor may not utilize the data and/or materials for any purpose other than in performing services for WestEd pursuant to this Subcontract.

- 11.0 Warranties: Subcontractor warrants that all services performed under this Subcontract shall be performed consistent with prevailing industry standards. If WestEd determines that Subcontractor has failed in the performance of this Subcontract, Subcontractor will be given fifteen (15) days to complete any required corrective action. If Subcontractor is unable to correct the performance issue, WestEd shall be entitled to terminate the contract immediately at the conclusion of the fifteen (15) day period and to recover all fees paid to Subcontractor for the deficient services.
- **12.0 Authority to Sign:** Both parties executing this Subcontract acknowledge and warrant that they possess the authority to enter into this Subcontract on behalf of their respective companies.
- **13.0 Governance / Compliance:** This Subcontract shall be governed by the laws of the State of California, without giving effect to conflict of law principles. Subcontractor shall also comply with all applicable

Contract Number: sS-00014511 Cost Code: 8508

#### WESTED TERMS AND CONDITIONS

Federal and state laws, regulations, standards, orders, and requirements.

14.0 Disputes: The parties will attempt to settle any dispute, claim or controversy arising out of or relating to this Subcontract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope (hereinafter a "Dispute"), through good faith negotiations. Such negotiations shall take place face to face, between representatives authorized to settle the Dispute, within 30 days from the date one party provides the other party with written notice of a Dispute and the legal and factual basis for such Dispute (hereinafter the "Negotiations"). Only in the event that a Dispute cannot be resolved through such good faith Negotiations, either party may submit the Dispute to arbitration in San Francisco, California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. No party shall file an arbitration demand or complaint until the parties have engaged in good faith Negotiations and such Negotiations have ended in an impasse. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding the foregoing, no Dispute concerning a party's or a third party's rights in or to intellectual property protected in accordance with Federal law (an IP Dispute") shall be subject to arbitration and any such IP Dispute may be filed only in a federal court of competent jurisdiction, subject to the obligation to participate in Negotiations, as set forth herein.

- **15.0 Insurance:** Without in anyway limiting the Subcontractor's liability pursuant to Section 9.0, Indemnification, of this Subcontract, Subcontractor shall procure and maintain during the full term of this Subcontract the following insurance amounts and coverage:
- (a) Comprehensive General Liability with limits not less than \$1,000,000 each occurrence combined Single Limit for Bodily Injury and Property Damage;
- (b) Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Owned, Non-owned and Hired Vehicles, as applicable;
- (c) Worker's Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 each accident;
- (d) Professional Liability (E & O) Insurance with limits not less than \$1,000,000 each occurrence;
- (e) Subcontractor shall name WestEd as additional insured. Subcontractor shall provide WestEd with appropriate certificate(s) of insurance, including an updated certificate in the event the certificate originally provided expires during the performance period of the Subcontract. Subcontractor also understands and agrees that WestEd may withhold payment for services for any violations of the insurance provisions of this Subcontract.
- 16.0 Subcontractor Conflict of Interest: 16.1 The Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined as, activities or relationships with other persons, organizations or any other third party which would cause the Subcontractor to be unable or potentially unable to render impartial assistance or advice to WestEd, or the Subcontractor's objectivity in performing the work might be otherwise impaired, or resulting in an unfair competitive advantage, or that the Subcontractor has disclosed all such relevant information to WestEd.
- 16.2 The Subcontractor agrees that if an actual or potential organizational conflict of interest is discovered after this Subcontract is executed, the Subcontractor will make a full disclosure in writing to WestEd. This disclosure shall include a description of actions which the Subcontractor has taken or proposes to take, after consultation

with WestEd, to avoid, mitigate, or neutralize the actual or potential conflict.

16.3 WestEd may terminate for convenience this Subcontract, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Subcontractor was aware of a potential organizational conflict of interest prior to the execution of this Subcontract or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to WestEd, WestEd may terminate the Subcontract for default, or pursue such other remedies as may be permitted by law or this Subcontract.

17.0 Confidentiality: All materials, products, documents, and other information of WestEd are proprietary and confidential, and may not be used, disclosed, or otherwise published by Subcontractor without WestEd's expressed written consent.

18.0 Non-Discrimination in Employment: The Equal Employment Opportunity clauses of Executive Order 11246, section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act are hereby incorporated by reference if applicable based on the size of this Subcontract and the work to be performed and/or the goods or services involved. This Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**19.0 Severability:** If any provision of this Subcontract is found by a court to be void, invalid or unenforceable, this Subcontract will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Subcontract.

**20.0 Counterparts:** This Subcontract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

21.0 Notices: Any notice or other communication shall be in writing, and will be considered to have been given if delivered by hand or sent by certified United States mail, return receipt requested, or by commercial courier service to the other party at the address stated above or to such other address as may be specified by either party in a notice to the other. Notice is effective upon receipt.

**22.0 Entire Agreement:** This Subcontract, together with Exhibits hereto, is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof.

**23.0 Order of Precedence:** In the event of a discrepancy between these terms and conditions and any additional exhibits or attachments, the language of these terms and conditions will prevail.

### Scope of Work Year 3-4

#### Oakland Unified School District

The goals of the California K-8 Early Implementation Initiative are to: 1) develop district capacity to lead the quality implementation of the Next Generation Science Standards districtwide; 2) provide leadership professional learning experiences for the Core Leadership Team; 3) provide professional learning experiences for the Teacher Leaders in content and pedagogy; 4) establish a "community of practice" with other participating districts and charters to share strategies, processes and tools for implementation; 5) enable districts and charters to beta test instruction, assessment and planning tools and to disseminate to other interested LEAs.

The California NGSS K-8 Early Implementation Initiative is a 4-year program. This Scope of Work builds on the first two years and addresses years 3-4.

WestEd (K-12 Alliance) will continue to work with the project directors to develop and implement the Initiative, provide the professional learning experiences in conjunction with institutes of higher education and other professional development providers, and provide direct technical assistance to the districts. The K-12 Alliance will serve as the fiscal and operational manager of the program.

#### **Subcontractor Responsibilities**

Oakland Unified School District will continue to:

- Implement:
  - a. K-5 science education as a core subject in the district's schools
  - b. the SBE-preferred CA Integrated Model for grades 6-8
  - NGSS district-wide by 2017-2018 and sustain its implementation beyond that date
- Participate in:
  - a. Core Leadership Training: Eight (8) teachers, three (3) administrators and one Project Director attend Training: January and June 2017 and January and June 2018
  - b. Teacher Leader Institutes: 70 K-8 teacher leaders attend the Teacher Leader Summer Institutes 2016 and 2017 and participate in the on-site professional development (e.g., lesson study, PLC, etc.) 2016-2017 and 2017-2018.

- c. Principal Academy: All principals or designee (if necessary) attend the 5-day Principal Academy (4 day equivalent in district and 1 day with other districts) 2016-2017 and 2017-2018.
- d. Superintendent Roundtable: 1 day meeting in 2016-2017 and 2017-2018 with Superintendents and other invited guests (e.g., Project Director) from other participating LEAs
- e. Yearly evaluations of the initiative (led by WestEd).

#### Provide:

- a. A full time project director to oversee the program for years 3 and 4
- b. Financial resources (though LCFF and LCAP, etc.) in years 3 and 4 to support project director, teacher stipends and release time, as noted on the budget.

#### c. Release Time

- In Year 3 and 4, four (4) days of release time for teachers on the Core Leadership Team AND 70 Teacher Leaders for on-site professional learning
- In Years 3 and 4, six (6) days of release time for the Core Leadership Team for technical assistance
- In Years 3 and 4, two (2) days of release time for the Core Leadership Team for January training
- d. Opportunities for on-site implementation (e.g., dedicated PLC time) in years 3-4 for Teacher Leaders
- e. District-wide professional learning for all K-8 teachers of science
- f. Facilities and incentives for after school professional learning experiences for district teachers
- g. Financial records of expenditures and include them with a yearly summary of the district's work with the Initiative, to be included in the funder's annual report.

#### Reporting

The district will maintain financial records, and a summary of district activities and their impact on the district-wide implementation related to the Initiative's work on a yearly basis. The district shall summit an interim report on April 15, 2017 and a final report on

June 30, 2018. Information in these reports will be shared with the funder in WestEd's annual report.

#### Sub Contract Budget- Oakland USD

Year 3 Expense	Total	Grant	District
Core Leadership Team Teacher Release			
12 days @ 175 x 6 teachers	12,600	12,600	
Core Leadership Teacher Stipends			
\$4000 x 9 teachers	36,000	36,000	
Project Director Salary and Benefits at approximately \$120,00	120,000	0	120,000
TOSA .5FTE Jan-June 2017	43,548	43,548	
5 sci specialists facilitate TLC @ 2000	10000	10000	
Teacher Leader Release time			
4 days @ 175 x 70 teachers	49,000		49,000
Teacher Leader Stipends			
\$2000 x 70 teachers =	140,000	105,000	35,000
Parking 70 teachers @\$16 x 2 days	2,240	2,240	
materials	5,000	5,000	
Total Year 3	418,388	214,388	204,000
MSP with 20% reduction 74, 400			
30% of 214,388 = 64,164 dif \$10,236	418,388	204,152	214,236
Year 4 Expense			
Core Leadership Team Teacher Release			
12 days @ 175 x 6 teachers	12,600		12,600
Core Leadership Teacher Stipends			
\$4000 x 9 teachers	36,000	36,000	
Project Director Salary and Benefits at approximately \$120,00	120,000	60,000	60,000
Teacher Leader Release time			
4 days @ 175 x 70 teachers	49,000		49,000
Teacher Leader Stipends			
\$2000 x 70 teachers =	140,000	70,000	70,000
Parking 70 teachers @\$16 x 2 days	2,240	2,240	
materials	6,260	6,260	
Total Year 4	366,100	174,500	191,600
Total Years 3-4	784,488	378,652	405,836

Budget Clarification: THE CURRENT AMOUNT OBLIGATED BY WESTED FOR THIS SUBCONTRACT IS \$378,652.00, AS OUTLINED IN THE "GRANT" COLUMN, WHICH COVERS SUBCONTRACTOR'S ACTIVITIES FOR YEARS 3 & 4, JULY 1, 2016 THROUGH JUNE 30, 2018.

#### Invoice #000000

WestEd

Attention: <Name of Project Director>

Address

City, State, ZIP Code

**Billing Date:** 

mm/dd/yyyy

From: <enter Subcontractor name>

Address

City, State, ZIP Code

Total Subcontract \$

Project Name: enter project name Subcontract Number: s00-00000

Subcontract Number: <enter subcontract no. 00-0000> Period of Performance: <enter start date - end date>

Billing Period: <enter start month-date-year - end month-date-year>

			Current	Cuntulative	1	
	Budget		Expenses	Expenses	Balanc	е
Salaries	\$	- \$	1.1	\$ -	VI	_
Benefits	\$	-		\$ -	\$	-
Consultants/Other Personnel/	\$	-		\$ -	\$	-
Participant Support	\$	- 3	-	\$ -	\$	-
Total Personnel	\$	- \$		\$	\$	-
Travel	\$	\$		\$ :	\$	-
Supplies/Materials	5	- \$		\$ -	\$	-
Postage/Telephone	S	- \$		\$ -	\$	
Printing/Graphics	\$	- \$		\$ -	\$	_
Information Services		- 📣 \$		\$ -	\$	
Facility	\$	- \$		\$ -	\$	_
Program Support	\$	s		\$ -	\$	_
Expense not originally budgeted>	\$	-		\$ -	\$	_
Expense not originally budgeted>		- \$		\$ -	\$	
Expense not originally budgeted>		- \$		\$ -	\$	_
Total Other		\$		\$ -	\$	_
Total Direct Costs	\$	- \$		\$ -	\$	-
Indirect Costs	\$	\$	-	\$ -	\$	_
Total Costs	\$	- \$	-	\$ -	\$	_
Total Amount Due		\$				

I certify that the above expenses have been reviewed and could be traced back to <name of subcontractor> accounting records

Authorized Certifying Official
Remittance should be made payable to:
<name of subcontractor> at the address above
For billing questions, please call <enter contact name and phone number>

Subcontractor represents that, under the Small Business Administration Regulation and other related laws and regulations, it is a (check all that are applicable):
☐ Small Business ☐ Large Business ☐ Non-Profit ☐ Other (please explain):
And operated as (please check as many as applicable; if not applicable, indicate "N/A" in other):
Minority-Owned   Woman-Owned   Veteran-Owned   Service-Disabled Veteran-Owned Business   HUBZone Business   Other (please explain):

#### ADDITIONAL TERMS AND CONDITIONS

The following provisions are flowed down to Subcontractor from WestEd's prime grant agreement with the S.D. Bechtel Jr. Foundation (the "Grantor") and are hereby incorporated into this Subcontract. When necessary to make the context of these clauses and applicable to the Subcontract, the terms "Grant" shall mean "Subcontract" and the term "Grantee" shall me "Subcontractor" as appropriate. Subcontractor agrees to comply with all terms and conditions of the Agreement, as applicable, including but not limited to the following:

- 1. Prohibited Uses. Grantee agrees that no portion of the Grant Amount shall be used to (a) influence the outcome of any specific election for candidates to public office, (b) to carry on, directly or indirectly, any voter registration drive, (c) to induce or encourage violations of law or public policy, (d) to cause any private inurement or improper private benefit to occur, (e) to take any action that would or reasonably could jeopardize Grantee's tax status, or (f) for any non-charitable purpose, as defined by the Internal Revenue Code and applicable Treasury Regulations ("IRC" or "Code").
- 2. Lobbying. Grantee is prohibited from using Grant funds to influence legislation within the meaning of Section 4945(e) of Code. This prohibition does not prevent Grantee from using funds for communication outside the meaning of Section 49459(e), such as communications with legislators that do not refer to any specific legislation or that refer to specific legislation without reflecting a view on it; Grantee may also use Grant funds for communications excepted from Section 4945(3) such as the dissemination of non partisan analysis, study, or research, or certain responses to requests from a legislative or government agency for comments on legislation, Grantee shall not conduct any activity, such as making ballot measure contributions, that would require Grantee to report the Grantor as a donor under any applicable state or local campaign finance disclosure law, such as the California Political Reform Act.
- 3. Publicity; Use of Trademarks. Other than for its own internal reporting purposes, Grantee shall not use Grantor's tradename(s), trademark(s), or logo(s) or the name "Bechtel", in any written materials, public announcements or other media, including but not limited to press releases, brochure, website content and social media to disclose or describe the grant in any detailed way, without the prior written consent of Grantor; provided, however, that it shall be permissible for Grantee to refer to the mere existence of the grant, and the general nature of the work done in connection with it, in future applications for similar grants. Grantee hereby grants Grantor the right to publicize or otherwise refer to the Grant, for any purpose and in any media, in Grantor's discretion.
- **4. Payor.** Payments of funds for this Grant or any portion thereof may be made by either the S.D. Bechtel, Jr. Foundation or the Stephen Bechtel Fund. All terms of this Grant are applicable regardless of which organization provides the funds.
- 5. Accounts and Record-Keeping. Grantee shall account for all Grant funds as a restricted asset and shall maintain books to show them separately from Grantee's other assets; only expenditures in furtherance of Grant purposes may be charged against the Grant funds on Grantee's books. Grantee shall maintain adequate records to substantiate its expenditures from Grant funds. Grantee shall make its books and records relating to the Grant available for review and audit by Grantor's request through the Grant duration and for at least four (4) years after the end of the Grant duration, and comply with any grantor requests for information or interviews of Grantee's personnel regarding use of Grant funds.

- **6. Interest Bearing Account.** Grantee shall promptly deposit and maintain all Grant funds received in an interest bearing account until they are expended or otherwise transferred in accordance with this Subcontract. Grantee may commingle Grant funds with other funds of Grantee in such account.
- 7. Publications; License. Any information contained in work product funded the Grant, including all publications, studies, or research, shall be made available to the public following such reasonable requirements or procedures as Grantor may establish from time to time. Grantee agrees to grant to Grantor an irrevocable, non exclusive license to use or publish any such work product at the request and in the sole discretion of Grantor.

Board Office Use: Le	gislative File Info.
File ID Number	14-2152
Introduction Date	10/22/2014
<b>Enactment Number</b>	14-18/9
Enactment Date	10/22/14 08



Community Schools, Thriving Students

# Memo

To Board of Education

From Devin Dillon, Chief Academic Officer

Caleb Chung, Science Manager

Board Meeting Date October 22, 2014

Subject Approval of Subcontract and Grant Award with WestEd from

**Bechtel to Implement Next Generation Science Standards** 

Program

Action Requested Approval of Subcontract and Grant Award with WestEd from

**Bechtel to Implement Next Generation Science Standards** 

**Program** 

Background The District through WestEd has received a grant in the amount of

\$640,000 to support leadership and intrastructure development for the Next Generation Science Standards Program. The goal of the program is to prepare principals to become strong instructional science leaders at

their sites and to train teacher leaders.

**Discussion** The District through WestEd has been awarded this significant grant. As

provided in the grant application, the cost to the District of

implementation is approximately \$254,000. The District costs include teacher stipends, a stipend for the District program director and teacher release time. The grant award is for the period from July 1, 2014 to June 2=30, 2018. The program manager, Caleb Chung, in the

application indicated that most of the District costs would be in providing

facilities and incentives for after school professional learning experiences

for classroom teachers and access to district media for on-line

professional learning modules. Professional development will also take place for teachers during district wide buy back days that will focus on

the program. Thus the District will incur minimal new expenses.

Recommendation Approval of Subcontract and Grant Award with WestEd from

**Bechtel to Implement Next Generation Science Standards** 

Program

Fiscal Impact \$254,000 in leveraged funds and in-kind contributions

• Subcontract with WestEd

District Grant Application



excellence in research, development, and service

Agreement Record #: s00027035.0

Cost Code: 7755

#### SUBCONTRACT

This Subcontract is entered into by and between WestEd and Oakland Unified School District

Oakland Unified School District Technical:

Caleb Cheung, Science Manager 4551 Steel St., Portable H Oakland, CA 94619 P: (510) 418-0607 caleb.cheung@ousd.k12.ca.us

WestEd Technical and Invoicing:

Kathy DiRanna K-12 Alliance Director P: (714) 812-0288 kdirann@wested.org

WestEd Contracts:

**Contracts Management Department** 730 Harrison Street San Francisco, CA 94107 P: 415.615.3136 contracts@wested.org

#### SECTION

1. Prime Contract information

Prime Funder: S.D. Bechtel, Jr. Foundation Project Name: Bechtel NGSS1 2014

Prime Contract Number & CFDA (if applicable):

2. Subcontract Term

Start Date: 7/10/2014

End Date: 6/30/2016

3. Work or Services to be completed by Subcontractor (brief description):

Please see Exhibit 1, Scope of Work.

- 4. Maximum Fees and expenses: \$254,000.00
- 5. Attachments

The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of this Subcontract.

See Attached:

. WestEd Terms and Conditions Scope of Work, Exhibit 1 .

**Budget Detail, Exhibit 2** .

Small Business Representations, Exhibit 3

Additional Contractual Requirements, Exhibit 4

Method of Payment:

Subcontractor shall submit monthly itemized invoices for actual, allowable, costs incurred. Send invoices to the WestEd Technical and Invoicing Contact listed above.

All final invoices shall be submitted within thirty (30) days of termination of Subcontract or completion of Subcontract performance.

#### **SECTION D: AUTHORIZED SIGNATORIES**

IN WITNESS WHEREOF, this Subcontract has been executed by the parties hereto.

Agreed and accepted:

**Authorized Signature** 

Date Signed:

Name (Print): Virgilio Tinio, Jr. Title: Contracts Administrator

Sept. 9, 2014

Oakland Unified School District ("Subcontractor")

Agreed and accepted

David Kakishiba

President, Board of Education
Authorized Signature

Date Signed:

Name (Print): Title:

Antwan Wilson

Secretary, Board of Education

#### WESTED TERMS AND CONDITIONS

- 1.0 Allowable Costs: Allowable costs are determined in accordance with the cost principles applicable to the organization incurring the costs, e.g., FAR Subpart 31.2 (commercial organizations), OMB Circular A-122 (non-profit organizations), OMB Circular A-21 (educational institutions). Specific unallowable costs include, but are not limited to, capitalized equipment with an acquisition cost of \$5,000 or more, foreign travel, entertainment cost, and use of funds to influence legislation or appropriations.
- 2.0 Certification of Cost & Price: Subcontractor hereby certifies that the fees and expenses charged for the work being conducted for WestEd is the Subcontractor's usual and customary fee. Subcontractor also certifies that Subcontractor is not charging other organizations a lower amount for the same work.
- 3.0 Records Maintenance, Retention, and Access: Subcontractor shall maintain proper accounting records and supporting documents that reflect all expenditures related to Subcontractor's performance of services under this Subcontract. WestEd may inspect, audit, or engage at its own expense an outside audit firm to review the Subcontractor's books to verify the claimed cost. Subcontractor shall retain all of such records and documents for at least seven (7) years after the final payment under this Subcontract.
- 4.0 Audit: During the term of this Contract and for a reasonable period of time thereafter, WestEd or its agent shall have the right, at periodic intervals and during regular business hours, on Contractor's premises, to examine and make copies of all books and records of Contractor insofar as they relate to this Contract.
- 5.0 Independent Contractor Status and Responsibilities: In performing its services, Subcontractor shall be an independent contractor with authority and responsibility to control and direct the performance of the services required under this Subcontract, subject to WestEd's general right to inspect work in progress to determine whether the services are being performed in accordance with this Subcontract. All persons hired and/or contracted by Subcontractor shall be Subcontractor's employees and/or subcontractors. Subcontractor shall be responsible for the accuracy, completeness, and adequacy of all services performed by Subcontractor's employees and/or subcontractors and shall ensure that all applicable licensing and operating requirements of the State and County governments and all applicable accreditation and other standards of quality generally accepted in the field of Subcontractor's activities are complied with and satisfactorily met.

Subcontractor voluntarily and knowingly assumes the entire liability (if any such liability is determined to exist) to its employees and/or subcontractors or to other persons for all loss, damage, or injury caused by Subcontractor's employees and/or subcontractors in the course of their employment and/or subcontract. Subcontractor shall be responsible for payment of applicable income, social security, and other State or County taxes and fees, and all statutory benefits including, without limitation, Workers' Compensation. Unemployment Insurance and Temporary Disability Insurance.

- 6.0 No Alteration of Contract: No alteration, addendum, modification, or waiver of the terms of this Subcontract shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties. No inline delineation or alteration shall be accepted or bind WestEd.
- 7.0 Termination: 7.1 It is mutually agreed that either party may cancel this Subcontract before performance is completed by giving written notice to the other party at least thirty (30) days before the termination date.

- 7.2 WestEd may terminate this Subcontract immediately upon termination by the prime funder under which this Subcontract is being performed by giving written notice to the Subcontractor.
- 7.3 In the event of a termination under Section 7.1 or 7.2, WestEd shall reimburse Subcontractor for work performed under the Subcontract up to and including the date of termination, which are invoiced and submitted to WestEd in accordance with the attached Scope of Work and Budget.
- **8.0 Subcontracts and Assignments:** Except as specifically stated herein above, Subcontractor shall not subcontract or assign any part of the services to be performed under this Subcontract without the prior written consent and approval of WestEd.
- 9.0 Indemnification: Subcontractor agrees to indemnify and hold harmless WestEd, its officers, employees and agents from all claims, liabilities and losses by whomever asserted arising out of acts or omissions of Subcontractor, its officers, employees and agents in the performance of this Subcontract, except those arising by reason of the sole negligence of WestEd, its officers, employees and agents. This provision will survive termination of this Subcontract.
- 10.0 Intellectual Property Ownership: Subcontractor agrees to convey ownership to any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code that was first conceived or first actually reduced to practice in the performance of the work under this Subcontract. Subcontractor hereby conveys to WestEd any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code that was first conceived or first actually reduced to practice in the performance of the work under this Subcontract. Subcontractor agrees that any information, design, expression, computer program or other work that is or may be copyrighted under U.S. copyright law first created or developed in the performance of the work under this Subcontract shall be a work made for hire, as defined by Title 17, Section 101, of the United States Code, for the benefit of WestEd. Subcontractor further agrees that any other information or data first created or developed in the performance of work under this Subcontract, including that which may be subject to protection as a trade secret, shall be proprietary to WestEd. This provision will survive termination of this Subcontract. All pre-existing WestEd data and materials provided to Subcontractor by WestEd to assist in the performance of this Subcontract shall remain WestEd's property. WestEd hereby authorizes Subcontractor to have access to and make use of the data and/or materials as is appropriate for the performance by Subcontractor of its obligations under the Subcontract. Upon expiration or termination of the Subcontract for any reason, Subcontractor shall request instructions from WestEd regarding whether Subcontractor should: (1) erase or destroy the data files and/or materials maintained by the Subcontractor or (2) return the data and/or materials to WestEd. Subcontractor may not utilize the data and/or materials for any purpose other than in performing services for WestEd pursuant to this Subcontract.
- 11.0 Warranties: Subcontractor warrants that all services performed under this Subcontract shall be performed consistent with prevailing industry standards. If WestEd determines that Subcontractor has failed in the performance of this Subcontract, Subcontractor will be given fifteen (15) days to complete any required corrective action. If Subcontractor is unable to correct the performance issue, WestEd shall be entitled to terminate the contract immediately at the conclusion of the lifteen (15) day period and to recover all fees paid to Subcontractor for the deficient services.

#### WESTED TERMS AND CONDITIONS

- 12.0 Authority to Sign: Both parties executing this Subcontract acknowledge and warrant that they possess the authority to enter into this Subcontract on behalf of their respective companies.
- 13.0 Governance / Compliance: This Subcontract shall be governed by the laws of the State of California, without giving effect to conflict of law principles. Subcontractor shall also comply with all applicable Federal and state laws, regulations, standards, orders, and requirements.
- 14.0 Disputes: The parties will attempt to settle any dispute, claim or controversy arising out of or relating to this Subcontract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope (hereinafter a "Dispute"), through good faith negotiations. Such negotiations shall take place face to face, between representatives authorized to settle the Dispute, within 30 days from the date one party provides the other party with written notice of a Dispute and the legal and factual basis for such Dispute (hereinafter the "Negotiations"). Only in the event that a Dispute cannot be resolved through such good faith Negotiations, either party may submit the Dispute to arbitration in San Francisco, California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. No party shall file an arbitration demand or complaint until the parties have engaged in good faith Negotiations and such Negotiations have ended in an impasse. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding the foregoing, no Dispute concerning a party's or a third party's rights in or to intellectual property protected in accordance with Federal law (an IP Dispute") shall be subject to arbitration and any such IP Dispute may be filed only in a federal court of competent jurisdiction, subject to the obligation to participate in Negotiations, as set forth herein.
- **15.0 Insurance:** Without in anyway limiting the Subcontractor's liability pursuant to Section 9.0, Indemnification, of this Subcontract, Subcontractor shall procure and maintain during the full term of this Subcontract the following insurance amounts and coverage:
- (a) Comprehensive General Liability with limits not less than \$1.000,000 cach occurrence combined Single Limit for Bodily Injury and Property Damage:
- (b) Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Owned, Non-owned and Hired Vehicles, as applicable;
- (c) Worker's Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 each accident:
- (d) Professional Liability (E & O) Insurance with limits not less than \$1,000,000 each occurrence;
- (e) Subcontractor shall name WestEd as additional insured. Subcontractor shall provide WestEd with appropriate certificate(s) of insurance upon request. Subcontractor also understands and agrees that WestEd may withhold payment for services for any violations of the insurance provisions of this Subcontract.
- 16.0 Subcontractor Conflict of Interest: 16.1 The Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined as, activities or relationships with other persons, organizations or any other third party which would cause the Subcontractor to be unable or potentially unable to render impartial assistance or advice to WestEd. or the Subcontractor's objectivity in performing the work might be otherwise impaired, or resulting in an unfair competitive advantage,

- or that the Subcontractor has disclosed all such relevant information to WestEd.
- 16.2 The Subcontractor agrees that if an actual or potential organizational conflict of interest is discovered after this Subcontract is executed, the Subcontractor will make a full disclosure in writing to WestEd. This disclosure shall include a description of actions which the Subcontractor has taken or proposes to take, after consultation with WestEd, to avoid, mitigate, or neutralize the actual or potential conflict.
- 16.3 WestEd may terminate for convenience this Subcontract, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Subcontractor was aware of a potential organizational conflict of interest prior to the execution of this Subcontract or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to WestEd, WestEd may terminate the Subcontract for default, or pursue such other remedies as may be permitted by law or this Subcontract.
- 17.0 Confidentiality: All materials, products, documents, and other information of WestEd are proprietary and confidential, and may not be used, disclosed, or otherwise published by Subcontractor without WestEd's expressed written consent.
- 18.0 Non-Discrimination in Employment: The Equal Employment Opportunity clauses of Executive Order 11246, section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act are hereby incorporated by reference if applicable based on the size of this Subcontract and the work to be performed and/or the goods or services involved. This Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 19.0 Severability: If any provision of this Subcontract is found by a court to be void, invalid or unenforceable, this Subcontract will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Subcontract.
- 20.0 Counterparts: This Subcontract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
- 21.0 Notices: Any notice or other communication shall be in writing, and will be considered to have been given if delivered by hand or sent by certified United States mail, return receipt requested, or by commercial courier service to the other party at the address stated above or to such other address as may be specified by either party in a notice to the other. Notice is effective upon receipt.
- **22.0 Entire Agreement:** This Subcontract, together with Exhibits hereto, is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof.

# Scope of Work Oakland Unified School District

The goals of the California K-8 Early Implementation Initiative are to: 1) develop district capacity to lead the quality implementation of the Next Generation Science Standards districtwide; 2) provide leadership professional learning experiences for the Core Leadership Team; 3) provide professional learning experiences for the Teacher Leaders in content and pedagogy; 4) establish a "community of practice" with other participating districts and charters to share strategies, processes and tools for implementation; 5) enable districts and charters to beta test instruction, assessment and planning tools and to disseminate to other interested LEAs.

The California NGSS K-8 Early Implementation Initiative is a 4-year program, for which the first two years have been funded. This Scope of Work addresses these first two years. The current funder will consider funding the last two years of the Initiative assuming that objectives are met over the first two years of the program, and acceptable plans for district-wide K-8 NGSS implementation in 2016-18 are submitted. Once funding for the last two years is secured toward the end of the first grant period, a second Scope of Work will be sent for signature.

WestEd (K-12 Alliance) will develop and implement the Initiative, provide the professional learning experiences in conjunction with institutes of higher education and other professional development providers, provide direct technical assistance to the districts, and serve as the fiscal and operational manager of the program.

#### Subcontractor Responsibilities

Oakland Unified School District will:

- Implement:
  - a. K-5 science education as a core subject in the district's schools
  - b. the SBE-preferred CA Integrated Model for grades 6-8
- Participate in:
  - a. Core Leadership Academy: Eight (8) teachers, four (4) administrators and one Project Director to attend Academy: August 3-8, 2014, January 29-31, 2015, and June 24-28, 2015 with continuing involvement in January and June during the remainder of the Initiative
  - b. Teacher Leader Institutes: Identify 70 K-8 teacher leaders to attend the Teacher Leader Summer Institutes in year 2 and participate in the on-site professional development (e.g., lesson study, PLC, etc.)
- Provide a full time project director to oversee the program for year 2
- Commit financial resources (though LCFF and LCAP, etc.) to support project director, teacher stipends and release time, as noted on the budget.

- Provide Release Time
  - a. In Year 1, four (4) days of release time for teachers on the Core Leadership Team for onsite professional learning
  - b. In Year 2, four (4) days of release time for teachers on the Core Leadership Team AND 70 Teacher Leaders for on-site professional learning
  - c. In Years 1-2, six (6) days of release time for the Core Leadership Team for technical assistance
- Provide opportunities for on-site implementation (e.g., dedicated PLC time) in year 2 for Teacher Leaders and encourage district-wide professional learning for all K-8 teachers
- Provide facilities and incentives for after school professional learning experiences for district teachers
- Commit to the full district-wide K-8 implementation of the CA NGSS by 2016-2018 and sustain its implementation beyond that date
- Participate in the Initiative Learning Collaborative which may include meetings of district administrators (principals and district office); meetings of superintendents; meetings of teacher leaders, or any combination thereof. It is estimated that there will be 1-2 in-person Collaborative meetings per year, and additional virtual meetings.
- Participate and complete the yearly evaluations of the initiative
- Keep financial records of expenditures and include them with a yearly summary of the district's work with the Initiative, to be included in the funder's annual report.

#### Reporting

The district will maintain financial records, and a summary of district activities and their impact on the district-wide implementation related to the Initiative's work on a yearly basis. The district shall summit an annual report on June 15 of each year (2015, 2016) and an interim report by December 31, 2015. Information in this report will be shared with the funder in WestEd's annual report.

Exhibit 4
Sub Contract Budget

Year 1 Expense	Total	Grant	District
Core Leadership Team Teacher Release time		100000	
10 days @ \$150 x 8 teachers	12,000	12,000	
Core Leadership Teacher Stipends	1		
\$2000 x 8 teachers	16,000	16,000	
Project Director Stipend @ \$8,000*	-1	0	
Total Year 1	28,000	28,000	
Year 2 Expense			
Core Leadership Team Teacher Release time			
10 days @ \$150 x 8 teachers	12,000	12,000	
Core Leadership Teacher Stipends			
\$4000 x 8 teachers	32,000	32,000	
Project Director Salary and Benefits funded by other sources*	0		
Teacher Leader Release time			
4 days @ \$150 x 70 teachers	42,000	42,000	
Teacher Leader Stipends			
\$2000 x 70 teachers	140,000	140,000	
Total Year 2	226,000	226,000	
Grand Total Year 1 and Year 2		254,000	

\*Note: the Project Director stipend in year 1 and half salary and benefits in year 2 are paid by other sources. Invoice #000000

Billing Date:

mm/dd/yyyy

WestEd

Attention: <Name of Project Director>

Address

City, State, ZIP Code

From: <enter Subcontractor nan

Address

City, State, ZIP Code

Project Name: enter project name

Subcontract Number: s00-00000

Total Subcontract

Subcontract Number: <enter subcontract no. 00-0000> Period of Performance: <enter start date - end date>

Billing Period: <enter start month-date-year - end month-date-year>

<i>Description</i>	Bu	ıdget	Am	rrent nount illed	Am	ulative nount illed	Bai	lance
<pre><enter approved="" based="" budget="" description="" on="" task=""></enter></pre>	\$	-	\$	-	\$	-	\$	-
Total Costs	\$		\$	-	<b>5</b>	-	\$	-
Total Amount Due			\$	_				

I certify that the services were performed by <name of subcontractor> according to the subcontract.

Authorized Certifying Official Remittance should be made payable to: <name of subcontractor> at the address above For billing questions, please call <enter contact name and phone number>



#### SMALL BUSINESS REPRESENTATIONS

Subcontractor represents that, under the Small Business Administration Regulation and other related laws and

regulations, it is a (check all that a	re applicable):		
Small Business Large Business Non-Profit Other (please explain):			
and operated as (please check as    Minority-Owned     Woman-Owned Business     Veteran-Owned     Service-Disabled Veteran-Owned     HUBZone Business     Other (please explain):		ot applicable, indicate "N	/A`` in other):
	/	1	

The following provisions are flowed down to Subcontractor from WestEd's prime grant agreement (the "Grant") with the S.D. Bechtel Jr. Foundation (the "Grantor").

- 1. Impermissible Purposes. Subcontractor agrees that no portion of the payment under this Subcontract shall be used (a) to lobby or to otherwise influence legislation, (b) to influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, (c) to carry on, directly or indirectly, any voter registration drive, (d) to induce or encourage violations of law or public policy, (e) to cause any private inurement or improper private benefit to occur, (f) to take any action that would or reasonably could jeopardize its tax-exempt status, or (g) for any non-charitable purpose, as defined by the Internal Revenue Code and applicable Treasury Regulations. Subcontractor also acknowledges that Grantor has not designated use of funds or directed activities for purposes of any attempt to influence legislative or administrative action as defined by the California Political Reform Act.
- 2. Publicity. Subcontractor shall not use the Grantor's name or logo in any written materials, public announcements or other media, including but not limited to press releases, brochures, website content and social media, regarding the Grantor's, any member of the Bechtel family's, or the Bechtel Group's affiliation with or contribution to the Grant and/or this Subcontract without the prior written consent of Grantor. Subcontractor shall not make any commitments for permanent recognition of any of the foregoing without the prior written consent of Grantor (to be obtained by WestEd). When Subcontractor becomes aware of any press coverage or other media of the Grant and/or this Subcontract, Subcontractor shall notify the WestEd on a timely basis, even if the coverage or media does not mention the Grantor.
- 3. Marks. Subcontractor shall not use Grantor's Marks without Grantor's prior written consent (obtained by WestEd) in accordance with Paragraph 2. Upon receiving prior written consent from the Grantor in accordance with Paragraph 4, Subcontractor shall use Grantor's Marks exactly as instructed.
- **4. Payment.** Subcontractor affirms that each payment received from WestEd during the duration of this Subcontract shall be used exclusively to implement the purposes of the Grant set forth in Paragraph 1.

Signature: Vingilio F. Timo, Jr.

Signature:

Email: vtinio@wested.org

Email: caleb.cheung@ousd.k12.ca.us

Title: Contracts Administrator

Title:

Company: WestEd

Company:

DAKLAND UNIFIED SCHOOL DISTRICT

. Attorney at Law

File ID Number	14-1560
Introduction Date	8-27-14
Enactment Number	14-1576
Enactment Date	5-28-17
Ву	



Community Schools, Thriving Students

# OAKLAND UNIFIED SCHOOL DISTRICT Office of the Board of Education

To:

Board of Education

From:

Antwan Wilson, Superintendent

Subject:

**District Submitting Grant Application** 

#### **ACTION REQUESTED:**

Approval and support by the Board of Education of District applicant submitting grant application for OUSD schools for fiscal years to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

#### BACKGROUND:

Grant proposal for OUSD schools for the FY14-18 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File LD#	Backup Document Included	Туре	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
14-1580	Yes	Grant	Oakland Unified School District Leadership Curriculum and Instruction Science Department	Funds and support structures for K-8 principal and teacher professional learning and resources to implement Next Generation Science Standards	July 1, 2014 to June 30, 2018	WestEd	\$640,000.00

#### **DISCUSSION:**

The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- · Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

#### FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

· Grants valued at: \$640,000

#### RECOMMENDATION:

Approval and support by the Board of Education of District applicant submitting a grant proposal for OUSD schools for fiscal year to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

ATTACHMENTS: Grant Face Sheet, Budget, Grant Application, Board Memo

## OUSD Grants Management Face Sheet

Title of Grant: K-8 CA NGSS Early Implementation Initiative	Funding Cycle Dates: July 1, 2014 to June 30, 2018
Grant's Fiscal Agent: Oakland Unified School District	Grant Amount for Full Funding Cycle: \$640,000
Funding Agency: WestEd	Grant Focus: Leadership and intrastructure for implementing the Next Generation Science Standards (NGSS) in K-8 Science

Information Needed	School or Department Response		
How will this grant contribute to sustained student achievement or academic standards?	As a result of this grant, all OUSD's elementary school teachers as middle school science teachers will be better prepared and resourced to teach science aligned to Next Generation Science Standards (NGSS). Principals will be prepared to become strong instructional leaders for science at their sites. The district will develop an NGSS implementation plan.		
How will this grant be evaluated for impact upon student achievement?	Principal and teacher surveys, evaluations, and planning documents; student assessments and observations; tools and resources developed.		
Does the grant require any resources from the school(s) or district? If so, describe.	Yes, partial funding in years 3 and 4 for teacher leaders stipends, 50% of the directors salary, and substitutes for lesson study. Most of these expenses are already part of the current budget. The district would provide facilities and incentives for after school professional learning experiences for classroom teachers and access to district media for on-line professional learning modules. Professional Development will also take place for teachers during districtwide Buy Back Days focusing on NGSS.		
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?	No		
Will the proposed program take students out of the classroom for any portion of the school day?	No		
Who is the contact managing and assuring grant compliance?	Caleb Cheung 4551 Steele Street, Portable J Oakland, CA, 94619 510-336-7613, caleb.cheung@ousd.k12.ca.us		

Applicant Obtained Approval Sign Entity	Name/s	Signature/s	Date
Entity	Name/s	Signature/s	Date
Science Manager	Caleb Cheung	Calle Cheus	7/1/2014
Associate Superintendent of LCI	Kyla Johnson	KG OFF	7/1/2014
Grant Office Obtained Approval S	ignatures:		
Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal	1 de la	
Superintendent	Antwan Wilson	1.01	

# Request for Application to participate in the

# K-8 CA NGSS Early Implementation Initiative

An initiative under the direction of the K-12 Alliance/WestEd funded by the S.D. Bechtel, Jr. Foundation

Letter of Intent due April 30, 2014 5:00 pm Application due May 19, 2014 5:00 pm

#### Introduction/Background

The K-8 CA NGSS Early Implementation Initiative is a 4-year fast-start demonstration project developed by the K-12 Alliance with close collaborative input from the leadership of the California Department of Education, the California State Board of Education, and Achieve to build district leadership capacity to implement NGSS district-wide. The Initiative is funded by the S.D. Bechtel, Jr. Foundation.

California adopted the NGSS in 2013 with a projected state-wide implementation in the year 2016-17. This Initiative is designed to meet the needs of districts that are eager to be early implementers, who have the capacity and fortitude to be visionary in their implementation, and who are willing to collaborate to help other districts as they begin their implementation.

The Initiative is designed to provide professional learning and networking opportunities for district administrators and teachers that will result in the development and implementation of a strategic plan for the district's science program. The goals of the initiative are to:

- Build district and school capacity to implement the CA NGSS through administrator and teacher leadership;
- Increase teacher content knowledge and pedagogical skills to implement the CA NGSS including the CA SBE Preferred Integrated Model for grades 6-8;
- Increase student opportunities to learn via CA NGSS to increase science (i.e., disciplinary core ideas, science and engineering practices and cross-cutting concepts) understanding;
- · Build a collaborative school culture that supports the CA NGSS;
- Develop a CA NGSS Collaborative as a cross-district learning community for implementation including networking and pilot testing tools and processes for quality implementation; and
- Disseminate tools/processes to other CA districts who are implementing NGSS.

#### **Timeline**

April 30 5:00 pm Letter of Intent is due.

May 19 5:00 pm Completed Application is due.

Week of June 2 Interviews. Top district candidates will be interviewed during this time. Reviewers will contact districts to arrange a one-hour phone call

Week of June 9 Notification of selected districts

Week of August 4 Leadership Academy. The leadership team of up to 6-9 teachers and 3 administrators must attend this week-long professional learning opportunity. Location TBD in southern California

#### **Application Process**

- Submit the Letter of Intent by April 30 at 5:00 pm by faxing the signed letter of intent to 714.848.2441 or emailing, with an electronic signature, to <a href="mailto:dwaters@wested.org">dwaters@wested.org</a>. Reviewers will consider applications only from the school districts that submit a Letter of Intent by the deadline.
- Complete the application, email one copy as a pdf to <u>dwaters@wested.org</u> by May 19 at 5:00 pm and <u>submit two hard copies</u> to be postmarked by May 19 to:

Doris Waters K-12 Alliance Office Manager 15662 Fox Hills Street Westminster, CA 92683

- 3. Use the following guidelines for completing the application:
  - a. Please complete the application in a word document using size 12 font, with 1 inch margins and 1.5 spacing.
  - b. In the footer, please list the district name and the page number.
  - c. The completed application should be no more than 15 pages. Reviewers will look favorably on applications that answer each question in a succinct manner.
  - d. Please include the Cover Page (not included in the page count) found at the end of the RFA.
  - e. You may also include a Table of Contents (not included in the page count) if you wish.
  - f. You do not need to write the question in your answer, but please number each question as indicated.

#### Criteria for Participation

professional development and a vision and capacity to make CA NGSS a reality for all of their students. To participate in the Initiative, the district must agree to: implement K-5 science education as a core subject in the district's schools implement the SBE-preferred CA Integrated Model for grades 6-8 assemble a leadership team (up to 6-9 teachers and 3 administrators) to attend the Leadership Academy August 4-8, 2014 with continuing involvement during the remainder of the Initiative provide resources (e.g., through LCFF and LCAP) over the four years of the Initiative to the implementation of the NGSS as part of the district's vision and goals provide a project director to oversee the program for years 2-4 commit financial resources to support project director, teacher stipends and release time with the Initiative covering most of these costs in years 1-2 and the districts covering a larger portion in years 3-4. (Please see District Financial Commitment in the RFA). provide in year 1, four (4) days of release time for leadership team on-site professional learning provide in years 2-4 four (4) days of release time for leadership team AND participating teachers (up to 60) for on-site professional learning provide in years 1-4 six (6) days of release time for the 12-person leadership team for technical assistance provide opportunities for on-site implementation (e.g., dedicated PLC time) in years 2-4 and one to two (1-2) district-wide dedicated science professional learning days for all K-8 teachers provide facilities and incentives for after school professional learning experiences for district teachers provide access to district media for on-line professional learning modules commit to the implementation of K-8 CA NGSS district wide by 2017-2018 and sustain its implementation beyond that date

The Initiative is looking for districts that have a history of productive science

**Application Questions.** Please answer the following questions in paragraph form. You do not have to repeat the question, but please number them as they appear below.

#### A. District Description (limit 2 pages)

- 1. Describe the demographics of your district in grades K-8 including percentage of ELL students and students in free or reduced lunch program.
- Describe your current structure (e.g., K-5 self-contained classrooms, 6-8 middle schools, K-8 schools, K-6 and 7-8). Please indicate whether or not your current middle school model includes 3 full years of science.
- Describe your district's past three year K-8 science program, including curriculum, science instructional minutes/day or week at both elementary and middle school, measures of student achievement/understanding, professional learning opportunities for teachers and administrators, etc.

# B. Vision/Strategic Plan/Structures and Sustainability for CA NGSS Implementation (up to 13 pages)

- 4. Describe the district's vision and goals for science education in the next 5 years and how participation in the NGSS Early Implementation Initiative will further those goals.
- 5. Every LEA must finalize a Local Control and Accountability Plan by July 1, 2014. Several of the new state priorities include NGSS: for example, Priority #2 is about implementation of academic content and performance standards adopted by the SBE. Priority #7 is about pupil enrollment in a broad course of study that includes all of the subject areas in Ed Code.
  - Address how you will include science education in your district's Local Control Accountability Plan to improve science education for all students.
  - Describe how you might engage your stakeholders to understand the value to student learning of NGSS implementation.
  - c. Address how you might allocate funding from your Local Control Funding Formula in the next three years (beginning in 2014-2015) to improving science education for all students, and how you might use any supplemental or concentration funding to improve science education for low income, EL, and foster youth.
- CA's NGSS adoption is aligned across grade levels with Common Core State Standards ELA and Math.

- a. Describe your LEA's current efforts and future plans for ensuring that elementary teachers have the professional development (PD) and professional learning community (PLC) time and support to collaborate. Address how collaboration will leverage the instructional opportunities available to reinforce deeper student learning across all three core subjects (ELA, Math, and Science). Include in your answer a description of your PLC time and structure.
- b. Describe your LEA's current efforts and future plans for ensuring that middle school ELA, Math, and Science teachers have the professional development (PD) and professional learning community (PLC) time and support to collaborate. Address how collaboration will leverage the instructional opportunities available to reinforce deeper student learning across all three core subjects. Include in your answer a description of your PLC time and structure
- 7. The quality implementation of CA NGSS K-8 will require creative configurations at the elementary and middle school.
  - a. How will you ensure that the schools in your district are enabled to increase emphasis and science instructional minutes in the elementary and intermediate grades?
  - b. For middle grades, how might you restructure to build on teacher expertise to implement the CA NGSS Integrated Model for 6-8?
- 8. What structures/programs (e.g., STEM related programs, business/science informal partnerships, PLCs, etc.) do you currently have in place that would assist in on-site implementation of NGSS? In district-wide implementation?
- 9. How will you retain teachers and administrators in the K-8 CA NGSS Early Implementation Initiative for 4 years?
- 10. In chart form please list the proposed project director and indicate their current status (e.g., TOSA, district office, science coordinator), teacher members of the leadership team and their grade levels, and administrators and their titles.
- 11. How will the district/LEA continue to support the work of the Leadership Team after completion of the 4-year commitment?

#### Scoring

Reviewers will rubric score all applications that have an approved Letter of Intent on file and that meet formatting guidelines. Questions will be weighted as follows:

Section A District Description Questions 1-3	10 points
Section B Question 4 Vision	15 points
Section B Questions 5 and 6 Alignment with LCAP Current and future plans for establishing and science as a core part of the district's curriculum	35 points
Section B Questions 7 and 8 Structures	25 points
Section B Questions 9 and 10 Sustainability	15 points

Selection decisions are final.

Questions: Please contact Kathy DiRanna (kdirann@wested.org) or 714.812.0288

#### **District Financial Commitment**

Full implementation of the NGSS requires time, energy and financial resources. The grant is poised to assist districts as they begin the implementation in years 1 and 2 of the program, with the district assuming a larger responsibility in years 3 and 4. The following costs are part of the implementation:

Teacher Release Time

Year	Description	Grant	District
Year 1	4 days for the 6-9 Core Leadership Teachers for lesson study 6 days for the 6-9 Core Leadership Teachers for technical assistance (e.g. developing district implementation plan	X	
Year 2	4 days for the 6-9 Core Leadership Teachers for lesson study 6 days for the 6-9 Core Leadership Teachers for technical assistance (e.g. developing district implementation plan) 4 days for the (up to 60) Teacher Leaders for lesson study	X	
Year 3	4 days for the 6-9 Core Leadership Teachers for lesson study 6 days for the 6-9 Core Leadership Teachers for technical assistance (e.g. developing district implementation plan 4 days for the (up to 60) Teacher Leaders for lesson study	X	×
Year 4	4 days for the 6-9 Core Leadership Teachers for lesson study 6 days for the 6-9 Core Leadership Teachers for technical assistance (e.g. developing district implementation plan 4 days for the (up to 60) Teacher Leaders for lesson study		X X

Note: 3 administrators are expected to participate in the Core Leadership Activities

Teacher Stipends

Year	Description	Grant	District
Year 1	6-9 Core Leadership Teachers @\$2000	X	
Year 2	6-9 Core Leadership Teachers @\$4000	X	
	Up to 60 Teacher Leaders @ \$2000	X	
Year 3	6-9 Core Leadership Teachers@ \$4000 Up to 60 Teacher Leaders @ \$2000	X 75%	25%
Year 4	6-9 Core Leadership Teachers@ \$4000 Up to 60 Teacher Leaders @ \$2000	X 50%	50%

Note: 3 administrators are expected to participate in the Core Leadership as part of their administrative duties.

Project Director

Year	Description	Grant	District
Year 1	A stipend of \$8,000 for additional work beyond the person's current position (e.g., teacher, TOSA, district office employee)	X	
Year 2	Salary and benefits	50%	50%
Year 3	Salary and benefits	50%	50%
Year 4	Salary and benefits	50%	50%

#### District Wide Professional Development Buy Back Days

Year 1	none
Year 2	none
Year 3	District expense
Year 4	District expense

#### Other Resources

In years 3 and 4 of the grant, the district would provide facilities and incentives for after school professional learning experiences for classroom teachers and access to district media for on-line professional learning modules.

#### **Estimated Costs to the District**

The following examples are for illustrative purposes only. The actual district cost will be dependent on the actual teams that are selected to participate. In the following scenarios, release time was calculated at \$125/day; stipends as indicated in the chart on the previous page; and a project director at \$120,000 for salary and benefits.

District Size/Participation	Approximate district cost over 4 years	
Less than 15,000 K-8 Students: based on 5 Core Teachers, 2 Administrators and 15 teachers for all 4 years	\$223,750	
15,000-30,000 K-8 Students: based on 6 Core Teachers, 3 Administrators and 30 Teacher Leaders for all 4 years	\$262,500	
30,000 and above K-8 Students: based on 9 Core Teacher Leaders, 3 Administrators and 60 Teacher Leaders for all 4 years	\$341,250	

8/28/14

8/28/14

David Karry

President, Board or Laucation

Antwan Wilson

Secretary, Board of Education

File ID Number:\_

Introduction Date: 8-27

Enactment Number: 14-1576 Enactment Date: 8-27-14

BV:

# K-8 CA NGSS Early Implementation Initiative Cover Page

LEA Name: Oakland Unified School District		
LEA Address: 4551 Steele Street, Portable H, Oakland, CA 94619		
County: Alameda		
Superintendent Name: Gary Yee		
Superintendent SignatureDate: 5/16/14		
Contact for Grant Related Questions/Interview:		
Name: Caleb Cheung		
Title: <u>Science Manager</u>		
Phone: 510-418-0607		
Email: caleb.cheung@ousd.k12.ca.us		
Fav. none		

#### A. District Description

- Oakland Unified School District (OUSD) operates 86 public schools (50 K-5, 4 K-8, 13 6-8, 3 6-12, 7 9-12, 9 alternative/continuation schools) serving over 37,000 students. Students of color make up over 86% of the student population with 42% Latinos and 29% African Americans.
   69% of OUSD students are eligible for free and reduced lunch, and approximately 25% of students live in public housing. 31% of the students are English Language Learners.
- 2. Most of the district is comprised of K-5 elementary schools (50) and 6-8 grade middle schools (13). Four elementary schools are converting into K-8 sites. Three sites core English Language Arts (ELA)/Social Studies core and a math/science core. The fourth site has self-contained classrooms. Additionally, three schools are converting to 6-12 sites.

The majority of K-5<sup>th</sup> grade classrooms are self-contained with multiple subject credentialed teachers, where science instruction is taught by the mainstreamed teacher. Thirteen elementary schools this year have a science prep model where a different teacher is responsible for teaching science to most or all the students at a school. In the last two years we have encouraged these schools to not only have the prep teacher provide time for science investigations, but also have the main teacher teach the literacy connections with the science content. This allows the science learning to be integrated with the ELA Arts Common Core State Standards (CCSS).

With the exceptions noted above, most schools have a 6-8<sup>th</sup> grade middle school model utilizing single subject credentialed teachers, teaching science daily in a yearlong course for all three grades. For most of the district, math and science is cored at the 6<sup>th</sup> grade with one teacher teaching both subjects to the same group of students. 7<sup>th</sup> and 8<sup>th</sup> grade science are singletons, taught by a science credentialed teachers.

3. For the past seven years, OUSD has adopted and fully implemented the California Edition of the FOSS curriculum for grades K-5. A systemwide support structure for the materials was developed and the 1300+ kits have since been maintained, delivered, and rotated centrally to all sites and classrooms three times a year. A rotation schedule allows a third of the district at any given time to be on one of three strands. During the summer all kits are brought back to our Science Resource Center and all 3400 boxes of materials are inventoried and restocked by

high school student interns. The budget for the entire operation is covered by the district. The middle schools adopted the CPO curriculum during the same time, but because the kits were the responsibility of school sites, they are now in a state of disarray.

A science board policy was passed four years ago, requiring minimum of number of science instructional minutes weekly elementary (60 minutes K-2, 90 minutes 3-5). Middle Schools have a daily period of science for ~56 minutes in grades 6-8<sup>th</sup>. K-8 Principals are accountable for these minutes and most school are currently meeting or exceeding them, which is required to be in all site plans.

Professional development (PD) for elementary teachers consists mainly of site-based sessions presented to the entire staff and the principal one to five times a year. This shift from traditional districtwide sessions took place four years ago when we realized that the schools need to move forward as a unit of change as opposed to individual teachers. PD sessions are customized with input from the principal and teacher leaders. The topic is selected from a menu of 30+ sessions ranging from introductory sessions to advanced practices depending on the needs of the school site along a continuum. All middle school teachers have a monthly centralized PD session.

Four additional summer science institutes take place each summer for different groups of 30-60 K-8 teachers who are involved in more intensive PD projects. There are also thirteen elementary Science Focus Schools that are focused on deep science implementation with additional coaching and PD events.

There is support for teacher leadership at every school. Each K-12 school site has a designated Science Teacher Leader who attends monthly meetings at the district level to plan science instruction, develop leadership skills, and collaborate with colleagues. There is a Principal Science PD series that is a part of the district's principal meetings each year: 30 hours for elementary, 5 hours for middle school.

Districtwide assessments include the Science Writing Task (SWT) and Science and Instructional Resource and Assessment, both for grade 3-5. Systemic assessments for K-8 remain problematic as the California Standards Test is the only available standardized assessment and only administered twice at grades five and eight.

#### B. Vision/Strategic Plan/Structures and Sustainability for CA NGSS Implementation

4. With the completion of the Next Generation Science Standards (NGSS) and the adoption by California Department of Education (CDE) this past year, Oakland hopes to continue preparing teachers and principals to engage and utilize the standards to transform science learning in every classroom. Preparation began two years ago with a focus on science and engineering practices in many of our professional learning settings. Oakland is now positioned to become an early adopter of the standards in California. As a result, much of the work ahead will build upon prior work that focuses on the tools and resources for implementing the new standards at all grade levels.

Over the past eight years, OUSD has nurtured a districtwide elementary science program. What started as a science materials resource center has evolved into a districtwide system of support and innovation for science education. Thanks to the on-going support foundations, informal science institutions, university partners, and state and federal grants, Oakland has emerged as one of the top district Science Departments in California with a team of fifteen specialists, coordinators, and administrative staff. The Department also supports health, garden, and physical education in the District.

Although 6-8<sup>th</sup> grade science work has continued on a parallel developmental process over the past eight years, progress has been significantly limited by funding and staffing. These constraints are not because of a lack of interest or priority, but rather, it is due to all available grants being focused at the elementary level. Some funding has been secured for the 2014-15 school year to write and pilot an integrated NGSS curriculum for grades 6-8 and provide coaching at six pilot sites who are implementing the curriculum.

On a broader scale, the theory of action for improving student achievement in science centers on five key areas: central district leaders, school site leadership, teachers, the classroom, and students. It is our belief that if central leadership provides quality professional learning, appropriate resources, and accountability that supports the implementation of innovative practices in science, and if site leadership shares that responsibility and creates the culture, conditions, and competencies necessary at each school site, then teachers will develop science knowledge for teaching and use the inquiry cycle to shift their professional practices,

and implement those practices in the instructional core in every classroom for every student; and in turn, students will shift their practices, resulting in increased achievement. A detailed description of this Theory of Action is provided in the following table.

Central Leaders	Site Leaders	Teachers	Classrooms	Students
If Central Leadership provides quality professional learning, appropriate resources, and accountability that supports the implementation of innovative practices in science.	And if Site Leadership shares that responsibility and creates the culture, conditions, and competencies necessary at each school site,	Then Teachers will develop science knowledge for teaching and use the inquiry Cycle to shift their professional practices,	And they will implement those practices in the Instructional Core of every Classroom for every student,	And in turn, Students will also shift their practices resulting in increased achievement.
Develop and manage a vision with clear goals  Promote professional capital  Nurture the academic demand of the content and curriculum, and understand grade level expectations  Employs evidence-informed decision making  Allocate resources strategically  Model the collaborative practices envisioned for sites and students	Develop and manage a vision with clear goals     Develop and build high functioning teams within schools     Create a culture of observation and feedback, implement an evaluation cycle, use effective coaching strategies, and engage courageous conversations in service of student achievement     Build strong curriculum and content, understand grade level expectations, use data for instructional decisions     Gather, compile, use, and communicate evidence and data competently as a lever for change	Understand deeply the science they are teaching     Reflect constantly on their practice     Build their human capital through social capital     Use the Inquiry Cycle and formative assessment evidence in collaboration with each other to plan and adjust instruction     Keep parents and other partners informed and engaged     Work with school leaders to support change efforts     Connect everything back to their students	Instruction  Provide students with common engaging and relevant sciences experiences  Focus on deeper understanding through academic discussions, writing, and reading  Use sound pedagogical strategies (e.g., hands-on, science talk, and scaffolds)  Connect science and literacy to accelerate language learning for ELs.  Teach, model, and reinforce socio-emotional competencies  Hold students accountable for explaining their reasoning  Curriculum  Focus on the 3 dimensions of NGSS  Create new units or adapt current units aligned to NGSS  Assessment  Use formative assessment strategies  Analyze student work and engage around key science concepts	- Communicate their reasoning effectively through academic discussions, revised explanations, and viable arguments - Perform well on performance tasks and other assessments that require explanation and reasoning - Build a positive science identity and be metacognitive about their learning with a growth mindset

The OUSD Science Department will focus on three major goals in 2014-15. The first is to develop instructional tools, curriculum, and resources for K-8 teachers and classrooms aligned to the NGSS. The second is to foster teacher expertise in content, skills and practices along a continuum aligned to the NGSS. The third goal is to continue to build science instructional leadership for teacher leaders, principals, and district administration. These three goals are embedded in six major areas of work: curriculum & assessment, teacher professional learning, teacher leadership, principal leadership, family & community outreach, and partnerships.

With support from the Early Implementation Initiative, the OUSD Science Department will be able to provide a systemwide strategic plan for K-8 and create a more articulated program between the different grade spans that builds on the successes of the elementary program. The initiative will also provide the opportunity to convene a district science leadership team that can serve as an advisory group to the work.

A five year implementation timeline has been developed for the elementary and middle schools, and also represents our current plans for building a successful and NGSS aligned science program. While many of the components have not been created, it provides a road map for the work ahead. (See attachments at the end)

5. While the Local Control Accountability Plan is still being finalized, OUSD is committed to supporting the Science Department by funding Science Specialist (TSA), Coordinator, and Manager positions. This district team will develop curriculum resources and assessments aligned to NGSS. In 2014-15, they will also provide coaching at fourteen K-8 Science Focus Schools who are piloting the materials, placing a heavy emphasis on science as a major focus for the site. These schools will become pilot sites for the rest of the district as the materials are implemented districtwide in subsequent years.

Additionally, district funding will cover all costs related to the on-going systemic implementation of the Elementary FOSS curriculum. This includes consumable and permanent equipment in all 1300 kits, hiring summer interns to refurbish all kit materials, staffing to deliver and rotate the kits among all the schools four times a year, and costs for all live organisms for the life science kits. With the existing Board policy requiring minimal weekly minutes of science instruction, it is essential that materials are provided to every K-5 classroom.

Science will continue to be a required subject at all K-8 grade levels and is currently valued at the same level as ELA and math. While the implementation of NGSS is two years behind CCSS, Science and NGSS is represented in all district level curricular meetings and programming.

Stakeholder engagement is extremely important. For teachers and principals, the value of NGSS has already been emphasized for the past two years at all professional development

sessions for teachers, teacher leaders, and principals as mentioned in the previous sections.

Moving ahead, NGSS will continue to be the central to all PD and communications with school sites.

For the past two years, parent and community engagement events have taken place four times a year in Oakland to introduce and address the challenges of CCSS. Starting next year, the Science Department hopes to participate in these session to address similar issues related to NGSS. An additional site-based presentation will be developed by the science department for either Specialists, Teacher Leaders, or Principals to use for community events such as Back to School Night, Open House, and other meetings (PTA, ELAC, Site Council). Additional resources for supporting teachers and parents will be available on the District Science website as they emerge.

OUSD also supports a series of year end science events including a large District K-12 Science Fair and four Dinner with a Scientist events. Packaged Family Science Night kits are being developed this summer to support school sites in organizing these high engagement events. All of these will highlight the components and importance of NGSS.

The Science Department hosts a large Oakland Science Partners Meeting once a year.

Over 75 organizations are invited to learn about our district level work and NGSS, engage in science learning, and network with each other. These include university departments, informal science institutions, corporations, non-profit organizations, and funders. All are interested in working with our teachers or students to improve science education in Oakland. Many are beginning to be engaged with NGSS and serve as potential partners for our district science work.

In addition to the services that have already been committed for 2014-2015, the science department plans to pursue additional investments in the future from the district and external funders for middle and high school science materials and equipment to support the curriculum development and implementation districtwide.

With a higher percentage of low income, EL, and foster youth in our district, any systemic support structure will automatically improve science education for these special populations. This is especially true for middle and high schools that have even higher

percentages due to more affluent families moving their children to private and charter schools after elementary school.

Additional efforts are being made to collaborate with the district's English Language
Learners Department to ensure that teaching resources include strategies and outreach to EL
students. The dual language programs were actively recruited to be Elementary Science Focus
Schools for 2014-15 and now support four of the six district's dual language school sites.

With the implementation of Smarter Balanced Assessments, there is a large districtwide investment into technology infrastructure. The Science Department hopes to capitalize on this to provide more digital learning tools and one to one computer access.

6. With self-contained classrooms, elementary teachers are easily overwhelmed with all the curricular, pedagogical, and assessment changes related to CCSS and NGSS. During the past school year, the Math, ELA, and Science Departments have actively worked on resolving the implementation challenges of too many changes taking place at once. This includes creating common expectations and communication about the transition to the new standards, collaborating among the Teacher Leader for each content area from each school site, and collaborating on PD sessions. Starting this school year, there was also a districtwide common focus on practices that overlap between NGSS and CCSS. For 2013-14, it was academic discussions.

All middle school principals are asked to provide monthly PCL collaboration time for their Math, ELA, and science teachers by department. The District's Science Department will provide guidance and planning tools help their each Teacher Leader lead their PLC meetings. Additionally, districtwide monthly PD sessions will also take place in each of these subject areas. Combined with monthly Teacher Leader meetings, these three meeting structures will provide the pedagogical expertise, leadership support, and local collaboration time needed for teachers to successfully implement changes to their instruction.

7. OUSD will build on the existing expectations for science instructional minutes for elementary and middle school. For Elementary, Principals establish site expectations and are

often the gatekeepers of science instruction. By continuing to provide 30 hours of PD time each year for principals, we continue to emphasize the importance and critical role science education plays in our students' lives. As an urban district, science teaching must robustly take place or we risk putting our students at a disadvantage. This is a fundamental equity issue that Oakland must address.

For middle school, the areas for improvement are less about the instructional minutes, but more about instructional quality, access to science PD for coring teachers, and teacher turn over. We are working to provide tools, resources, and curriculum in order for teachers to utilize the best pedagogical strategies available and to be successful. It is successful teaching that will lead to stability, develop leaders and retain our secondary teachers. As for implementing the integrated model of NGSS, we plan on having cross grade level teams within the curriculum writing project and among the pilot teachers. This will allow us to leverage teachers with different traditional single subject background and experiences to provide expertise at each grade level.

8. Currently there are multiple structures and programs that could assist in the implementation and integration of NGSS across the district. Other than the previously mentioned Oakland Science Partners, the OUSD Science Department is also working with other internal departments and offices to improve their science programming and provide assistance in the transition to NGSS. These include the After School Programs, Summer School Office, Pre-K/TK Programs, Garden Education, Health Education, and Nutrition Services. All have fledgling science programs that have been traditionally operated independently of the science programs during the K-12 school day. By collaborating with them, a more cohesive educational experience can be provided for our students, allowing NGSS to be present in and out of the school day.

The Science Department is also serving on the working groups for a STEM related engineering program called Project Lead the Way at two high schools and four elementary sites, and a computer programing initiative. This program also has correlated NGSS practices.

- 9. Selection of teachers and administrators involved in the Early Implementation Initiative focuses on those who have a long track record of science leadership in the district. Most have worked closely with the Science Department for at least 5 years on various professional development programs, grants, and have advised the direction of the district science program in various settings. The team also represents a diverse cross-section of school demographics and leadership experiences, with an emphasis on teachers and principals who are in a Science Focus Schools.
- 10. The following is the proposed list of leadership team members. We have a large list of potential members and participation will be dependent on district and school site commitments during August that have yet to be finalized.

Role	Name	Title	
Duniont Dinanton	Calab Chausa	Science Manager,	
Project Director	Caleb Cheung	Science Department	
	Paulette Smith	Principal,	
A .l to to to to to a sec	Paulette Smith	Joaquin Miller Elementary	
Administrators	7	Principal,	
	Tom Hughes	Bret Harte Middle School	
	Branda Tuohy	K-5 Science Prep Teacher,	
	Brenda Tuohy	Think College Now Academy	
	Character lands are	5 <sup>th</sup> grade Teacher,	
	Channon Jackson	New Highland Academy	
	Elizabeth Woodward	K-5 Science Prep Teacher,	
	Elizabeth Woodward	International Community School	
	Sara Rusche	K-5 Science Prep Teacher,	
	Sara Rusche	Korematsu Discovery Academy	
Tarabana	Nessa Mahmoudi	3 <sup>rd</sup> Grade Teacher,	
Teachers	Nessa Manmoudi	Melrose Leadership Academy	
	Laura Prival	Elementary Specialist (TSA),	
	Laura Privai	Science Department	
		8 <sup>th</sup> Grade Science Teacher,	
	Jesus Alvarez	United for Success	
	Chair All and	6 <sup>th</sup> Grade Science Teacher,	
	Chris Albeck	Westlake Middle School	
	Alicen Pell	7 <sup>th</sup> Grade Science Teacher,	
	Alison Ball	Urban Promise Academy	

11. If the past eight years is any indicator, OUSD has a deep commitment to science education in our schools and the larger community. We believe in a distributed leadership model, one that encourages and shares leadership across the system at all levels. By building expertise and leadership at school sites and investing in tools and resources, we hope to continue to build an infrastructure for science education that outlives any individual teacher, leader, or school site.

OUSD will continue the work of the Leadership Team after the four year commitment.

# **OUSD**

## **Elementary NGSS Implementation Timeline**

### Science Vision Statement

All Oakland students will graduate science literate with the skills that they need to succeed in college, career and community.

		Overview	Teachers	Teacher Leaders	Administrators	Tools/Resources
Year 1 2013-2014	Awareness	District, teacher leaders, principals and site PL align tightly to build a shared vision and identify needs for successful K-5 NGSS implementation for all students.	<ul> <li>Make explicit connections between FOSS and CCSS</li> <li>Use science notebooks to support students' writing</li> <li>Implement Academic Discussions as a districtwide focus</li> <li>Support students' reading complex science textbooks</li> <li>Support science and language learning for ELs through science</li> <li>Attend school-site science PL</li> </ul>	Collaborate with principal Collaborate with ELA and math counterparts to implement instructional shifts Participate in science-focused instructional rounds Coordinate and provide on-site PL sessions Participate in the development of SIRA Attend monthly LST meetings Attend Summer Leadership Institute	Be able to explain NGSS connection to CCSS Advocate for science content in CCSS-ELA instruction Develop and build high functioning leadership teams within schools Support teacher collaboration and leadership Participate in instructional rounds and walk-throughs Attend Principal Science PL	Science 5x8 Card  Observation Protocol Summer PL and Leadership Institute School site PL Materials FOSS Curriculum SWT SIRA
Year 2 2014-2015	Initiation	District implements NGSS tools and assessments within the FOSS curriculum.	Use formative assessment collaboratively to plan and adjust instruction Attend district PL on SIRA Implement and analyze the SWT and the SIRA data in teams Focus on high impact NGSS Practices and Crosscutting concepts in FOSS Attend school-site science PL	Collaborate with ELA and math counterparts, ILT and administration to develop site goals, master schedule, and site PL Participates in instructional rounds and walk-throughs Facilitate peer observations using 5x8 card Participate in the SIRA development and pilot Facilitate 6 site-based PLs for all teachers Attend monthly LST meetings - Attend Summer Leadership Institute	Collaborate with science, ELA and math TLs to articulate vision/goals for elementary science Create a culture of observation and feedback Facilitate peer observations and feedback using 5X8 card Support teacher collaboration and leadership Participate in instructional rounds and walk-throughs Attend Principal Science PL	SIRA Summer PL and Leadership Institute School site PL Materials
Year 3 – 5 2015-2018	Implementation	Implementation of a new NGSS aligned curriculum based on state timeline. District assessment data and teacher collaborations inform the direction of continued professional learning for teachers, teacher leaders, and administrators.	Implement district recommended NGSS curricula     Continue to use NGSS aligned instructional practices     Administer district assessments and analyze data as a site team     Attend school-site and district science PL     Plan and execute showcases of student learning for families and community	Collaborate with ELA and math counterparts, ILT and administration to revise and implement site goals, master schedule, and site PL Participates in science-focused instructional rounds and walk-throughs Facilitate peer observations using 5x8 card Facilitate site-based PL on NGSS implementation Attend monthly LST meetings Attend Summer Leadership Institute	Collaborate with science, ELA and math TLs to revise and implement vision/goals for elementary science Support teacher collaboration and leadership Participate in instructional rounds and walk-throughs Attend Principal Science PL	New Curriculum Materials     Summer PL and Leadership Institute     School site PL Materials

# **OUSD**

## **Secondary NGSS Implementation Timeline**

### Science Vision Statement

All Oakland students will graduate science literate with the skills that they need to succeed in college, career and community.

		Overview	Teachers	Teacher Leaders	Administrators	Tools/Resources
Year 1 2013-2014	Awareness	District, teacher leaders, principals and site PL align tightly to build a shared vision and identify needs for successful 6-12 NGS5 implementation for all students.	Implement and share pilot lessons that teach, scaffold & assess NGSS Meet monthly on site to align instruction around a shared vision for all students  Attend monthly district second Wed PL Establish content-specific communities of teachers	Collaborate with principal Collaborate with ELA and math counterparts to implement aligned protocols Facilitate monthly science PLC on site Facilitate peer observations Attend monthly district PL and teacher leader PL Attend Summer Leadership Institute Support hiring and induction	Able to explain NGSS, 5x8 card, CER (claims, evidence, and reasoning), and inquiry /engineering practices - Can articulate vision and goals of science department - Support teacher collaboration and leadership Collaborate to map site assets and needs - Attend Principal Science PL	NGSS Implementation Rubric Science 5x8 Card Observation Protocol Teacher Leader Site Planning Documents CER Discourse Protocols Summer PL and Leadership Institute Pilot lessons All PL materials on website
Year 2 2014-2015	Initiation	District implements pilot NGSS curriculum and assessments.	Implement pilot curriculum units that teach, scaffold & assess NGSS Meet monthly on site to support effective collaboration Attend monthly district second Wed PL Maintain content-specific communities of teachers Plan and execute at least one showcase of student learning for families and community	Collaborate with ELA and math counterparts, ILT and administration to develop site goals, master schedule, and site PL Facilitate monthly department PLC aligned to department vision/goals Facilitate peer observations using SX8 card Attend monthly district PL and teacher leader PL Attend Summer Leadership Institute Support hiring and induction	Uses 5x8 card as a tool to observe and provide feedback to teachers  Support vision/goals of science department  Support teacher collaboration and leadership  Meet monthly with teacher leaders  Elicit input from teacher leaders on school site PL, hiring, master schedule and site goals  Attend Principal Science PL	Course scope and sequences     Pilot curriculum units     Science materials     Technology to support NGSS     Pilot district assessments     Summer PL and Leadership     Institute     Initial data analysis
Year 3 – 5 2015-2018	Implementation	All science courses embed NGSS Practices, Concepts and Core Content. District assessment data and teacher collaborations inform the direction of continued professional learning for teachers, teacher leaders, and administrators.	Implement district recommended curricula that teach, scaffold & assess NGSS  Administer district assessments and analyze data as a site team Meet monthly on site to support highly effective collaboration  Attend monthly district second Wed PL  Maintain content-specific communities of teachers  Student learning reflects the science 5x8 card Plan and execute showcases of student learning for families and community	Collaborate with ELA and math counterparts, ILT and administration to revise and implement site goals, master schedule, and site PL Facilitate monthly department PLC aligned to department vision/goals and data Facilitate peer observations using 5x8 card Attend monthly district PL and teacher leader PL Attend Summer Leadership Institute Support the Science Department in building partnerships and acquiring resources Support hiring and Induction	Use 5x8 card and site specific metrics to observe and provide feedback to teachers  Support vision/goals of science department  Support teacher collaboration and leadership  Meet monthly with teacher leaders  Elicit input from teacher leaders on school site PL, hiring, master schedule and site goals  Ensure all science course offerings are NGSS focused and fulfill UC ag lab requirement  Attend Principal Science PL	NGSS-based curricula     Revised Linked Learning     science curricula     District assessments     Summer PL and Leadership     Institute