

**HAYWARD UNIFIED SCHOOL DISTRICT**  
**CONTRACT ABSTRACT FOR BOARD AGENDA ITEMS**

**Date:** 9/16/2015

**Name of Vendor:** The UC Berkeley History and Social Science Project

**Cost:** \$73,100

**Purpose:** Provide professional development for the Bret Harte Middle School History and ELA teachers and Tennyson High School ELA, History, Math and Science teachers to support student literacy in preparation for Common Core Standard and to increase student achievement in all subject areas. The professional development series will focus on the following:

- Backwards Planning: Developing a scope and sequence for the entire year using standards-based backwards planning for each unit.
- Unit Planning: Focus questions, assessment of student learning, planning reading and writing strategies, resources, writing prompts, rubrics.
- Academic engagement, utilizing research-based strategies and structures and planning lessons with the HUSD Common Core Instructional Framework.
- Historical Investigation: Incorporating history into planning for student learning
- Research-based strategies for identifying linguistic challenges of non-fiction primary source texts.
- Discipline-specific Reading Strategies: Designing text-based analysis (vocabulary, comprehension, evaluating the source)
- Expository Writing Strategies: Genres, prompts, going from expository paragraph to essay to research report, utilizing claims, evidence, and reasoning.
- Reviewing student work, reflecting and planning strategies, Professional learning communities for History-Social Science teachers.
- Building teacher leadership capacity and PLC facilitation skills

**Funding Source:** LCFF & Title I

**Evaluation Criteria:** Teachers implementation of teaching strategies and writing strategies across the curriculum. Student work samples showing exemplary work, effective weekly collaboration.

**Term:** September 2015-May 2016

**Training and Maintenance/Warranty:**

**Contacts:** UC Berkeley History Project, Phyllis Goldsmith  
2407 Dwinell Hall MC#2550 Berkeley Ca 94720 (510) 643-0897

# HAYWARD UNIFIED SCHOOL DIST.

## Consultant or Service Validation Form

Site Tennyson High School & Bret Harte Middle School

Date: 9/2/2015

Individual Requesting Consultant or Ser Lori Villanueva/Seana Condit

Title: Principals

**Brief Description of Need:** *(please reference i.e. Ed Code, District Goals, CDE compliance or SPSA)*

This project will provide literacy professional development for teachers at Tennyson High School in History, English, Math, and Science, and at Bret Harte Middle School in English and History. The professional development will be provided during their weekly collaboration time as well as release time during the instructional day and will include lesson planning and development, Lesson Study, and classroom observations and debrief sessions with the consultants. The expected outcome is to increase engagement and rigor in the content areas thus increasing student achievement. This project is a continuation from previous school years and will continue to support literacy and writing strategies, as well as PLC work in the areas of curriculum design and student work review protocols.

Student/Staff/Site Council Mtg Conducted:

YES     NO     N/A

Proposals Solicited:     YES     NO

Resume Provided:     YES     NO

**Briefly describe justification for consultant or service provider selected:**

UC Berkeley is well known in the field of innovative research based instruction with a history of excellence. This group has been chosen for their work in previous years with Tennyson High School and Bret Harte Middle School, as an avenue for our teachers to enhance their instructional practices thus increasing student achievement. We have built a solid working relationship with this contractor, who came to us highly regarded from previous work with teachers in various departments. SBDM, SSC, and Site ILT at both school sites agreed the work was beneficial and the schools would benefit from a contract this year.

**Criteria/Metric for Contractor Evaluation:** Teachers implementation of teaching strategies and writing strategies across the curriculum. Student work samples showing exemplary work, effective weekly collaboration. Feedback from teachers around the usefulness of the support from the contractor and the protocols utilized during collaboration. Administrative observation data.

Indicate Funding Code: 01.0795.0.5830.210.1110.1000.210.000 Estimated cost \$ 73,100.00  
01.3010.0.5830.370.1110.1000.370.000

**Other Consultants or Service Providers Contacted**

Name	Description of services offered	Cost
1 ASCD	Single Department Collaboration Support	\$8,500
2 Glider/Lehrman Institute of American History	Single Department Collaboration Support	\$10,000
3 _____	_____	_____
4 _____	_____	_____

**Action:**     Approved     Modified Approval     Disapproved

Deferred Approval     Follow-up Required    Suspense Date: \_\_\_\_\_

# HAYWARD UNIFIED SCHOOL DIST.

## Consultant or Service Validation Form:

1. Describe the service to be provided:

The UC Berkeley History/Social Science Project will provide professional development for History, English, Math, and Science teachers incorporating academically rigorous common core based literacy strategies through prominent university research based teaching experiences to increase engagement and learning for our students. This work will incorporate the HUSD Common Core Instructional Framework 2.0 lesson structure and design and support teacher-driven collaboration.

2. Who is benefitting from the service? Specifically, who will be served (number of students, grade, etc.)?

All students at Tennyson High School in grades 9-12 as well as all students in Bret Harte Middle School grades 7-8. Approximately 2100 students. Teachers from all core content areas at Tennyson High School and English and History at Bret Harte Middle School.

3. What are the expected outcomes? What will students/teachers be able to do after they receive the service?

This contract is expected to build leadership capacity and PLC facilitation skills for teachers, assist with backwards planning and Common Core lesson development for all academic areas. Teachers will utilize the Common Core Instructional Framework and Lesson Plan Template in their collaborative teams. Teachers will incorporate discipline specific reading strategies into their curriculum, supporting students in accessing linguistically challenging non-fiction primary source texts. Teachers will learn protocols for looking at student work and utilizing data to reflect and plan. This will support student learning, writing, and reading in all content areas.

4. How is it measurable? What tools/data will be used to measure student success?

Teachers implementation of teaching strategies and writing strategies across the curriculum. Student work samples showing exemplary work, effective weekly collaboration. Feedback from teachers around the usefulness of the support from the contractor and the protocols utilized during collaboration. Administrative observation data.

5. What impact should we expect? What is the short term/long term impact on those served?

In the short term, teachers will complete more Lesson Study cycles and utilize new strategies for understanding text and developing high-level writing. In the long-term, through ongoing PLC collaborative team work, teachers will integrate specific strategies found to have the highest level of impact on our HUSD students and develop units of instruction to support Common Core Standards.

6. Why did you choose this contractor? If more than one school, why were these schools chosen?

This group has been chosen for their work in previous years with Tennyson High School and Bret Harte Middle

School, as an avenue for our teachers to enhance their instructional practices thus increasing student achievement. We have built a solid working relationship with this contractor, who came to us highly regarded from previous work with teachers in various departments. SBDM, SSC, and Site ILT at both school sites agreed the work was beneficial and the schools would benefit from a contract this year. These two sites specifically sought our these services.

**Hayward Unified School District**

UC Berkeley History/Social Science  
Project  
&  
Tennyson High School  
Bret Harte Middle School

**Independent  
Contractors  
Agreement**

# INDEPENDENT CONTRACTORS AGREEMENT

This Agreement is entered into between the Hayward Unified School District (DISTRICT) and UC Berkeley History/Social Science Project (CONTRACTOR).

## Recitals

1. DISTRICT is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters with persons specially trained, experienced and competent to perform such services.

2. DISTRICT needs special services and advice as follows:  
The UC Berkeley History/Social Science Project will provide professional development for History, English, Math, and Science teachers incorporating academically rigorous common core based literacy strategies through prominent university research based teaching experiences to increase engagement and learning for our students. This work will incorporate the HUSD Common Core Instructional Framework 2.0 lesson structure and design and support teacher-driven collaboration.

3. CONTRACTOR is specially trained, experienced and competent to provide such services.

THEREFORE, the parties agree as follows:

## Terms

### 1. Services/Work Product

CONTRACTOR agrees to provide the following services:

Tennyson High School (all content areas)

Bret Harte Middle School (History and English only)

- ❖ Building Leadership capacity and PLC facilitation skills
- ❖ Backwards planning
- ❖ Common Core unit and lesson planning for four core academic areas: ELA, Math, Science and History
- ❖ Historical Investigation
- ❖ Discipline specific reading strategies, expository writing strategies
- ❖ Research-based strategies for identifying linguistic challenges of non-fiction primary source text
- ❖ Lesson Studies/Cycle of Inquiry all academic areas
- ❖ Reviewing student work, reflecting and planning strategies

### 2. Term

CONTRACTOR shall commence work on September 30, 2015. The work shall be completed no later than May 25, 2015.

3. Compensation

DISTRICT shall pay CONTRACTOR a total fee of seventy three thousand one hundred Dollars (\$73,100) payable as follows: Half in January, half in June and HUSD shall be invoiced by the UC Regents.

4. Completeness of Agreement

This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

5. Status of Contractor

This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Worker's Compensation coverage for CONTRACTOR's employees and for payment of all federal, state and local payroll taxes for and on behalf of CONTRACTOR's employees.

6. Fingerprinting

By execution of this Agreement/Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be on school grounds, whether pupils will be in proximity with the site where the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others.

**(a) DISTRICT Determination of Fingerprinting Requirement Application**

**The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees:**

**X   are subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2 and Paragraph (b) below, is applicable.**

**\_\_\_\_\_ are not subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph (c) below, is applicable.**

(b) If the DISTRICT has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's

employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.

(c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on a school site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR's employees shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

#### 7. Indemnification

CONTRACTOR agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to CONTRACTOR in connection with the performance of this Agreement.

#### 8. Insurance

CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the DISTRICT and shall name the DISTRICT as an additional insured. Copies of all policies shall be forwarded within ten (10) days of the signing of this Agreement, but in all instances prior to the start of CONTRACTOR'S work.

#### 9. Equipment and Materials

CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement except:  
Site technology (projector, document camera) and site materials intended for student use (texts, primary source documents).

#### 10. Licenses and Permits

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

11. Assignment

CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.

12. Non-Discrimination

CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.

13. Termination

DISTRICT may at any time terminate this Agreement upon written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.

In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

14. Copyright

Any written product produced under this Agreement shall be a work for hire and shall be the property of DISTRICT. DISTRICT shall have the right to secure a copyright and the product may not be used, in any manner, without DISTRICT's written permission.

15. Waiver

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

16. Attorney's Fees

If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

17. Governing Law

This Agreement shall be governed by the laws of the State of California.

18. Severability

In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the

remainder of this Agreement shall continue in full force and effect.

19. Notice

All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT:  
**Hayward Unified School District**  
**Business Division Office**  
**24411 Amador Street**  
**Hayward, CA 94544**

CONTRACTOR:  
UC Berkeley History & Math Project  
Phyllis Goldsmith  
2407 Dwinelle Hall MC #2550  
Berkeley, CA 94720

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

**ALL INDEPENDENT CONTRACTOR AGREEMENTS MUST BE SIGNED BY THE INITIATING ADMINISTRATOR AND CONTRACTOR PRIOR TO SUBMISSION FOR DISTRICT APPROVAL. WORK MUST NOT BEGIN PRIOR TO RECEIVING DISTRICT APPROVAL DESCRIBED BELOW.**

Hayward Unified School District  
By: Lori Villanueva/Seana Condit-Gordon  
Initiating Administrator  
Title: Principals  
School/Dept: Tennyson & Bret Harte  
Date: September 2, 2015

Regents of University of California  
Contractor  
By: \_\_\_\_\_  
Title: Senior Business Contracts Office  
Date \_\_\_\_\_  
\_\_\_\_\_  
Taxpayer Identification/Social Security Number

**AN AUTHORIZED HUSD REPRESENTATIVE MUST SIGN ALL INDEPENDENT CONTRACTOR AGREEMENTS. AGREEMENTS OF OVER \$5,000 MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO COMMENCING ANY WORK.**

By: \_\_\_\_\_  
**Authorized HUSD Representative**  
Date: \_\_\_\_\_

**HUSD Board Approval Date**  
\_\_\_\_\_