Board Office Use: Legislative File Info.

File ID Number 16-0897
Introduction Date 5/25/16
Enactment Number 16 - 0712
Enactment Date 5/25/16



Memo

| То | Board of Education | |
|---|--|--|
| From | Antwan Wilson, Superintendent | |
| Board Meeting Date (To be completed by Procurement) | | |
| Subject | Professional Services Contract Amendment No. 2 | |
| | The Davidson Group of Lebanon, PA | |
| | 950 - State & Federal Compliance | (site/department) |
| Action Requested | Ratification by the Board of Education of Amendment No. Professional Services Contract between Oakland Unified Son The Davidson Group of Lebanon, PA . Se primarily provided to 950 - State & Federal Compliance the period of 06/14/2016 through 06/14/2016 . | chool District and |
| Background A one paragraph explanation of why an amendment is needed. | OUSD is required by federal law to allow private non-profit participate in OUSD's Title II, Part A program. Schools that participate are provided with "fair and equitable" Title II, Patthey have complied with program requirements. After consprivate school to reach agreement on the type of profession provided. OUSD Private schools program administers the professional development services. | It choose to Int A services after Sultation with the nal services to be |
| Discussion One paragraph summary of the amended scope of work. | Consultant will provide professional development service staff on Singapore Math training. | es for school site |
| Recommendation | Ratification by the Board of Education of Amendment No. Professional Services Contract between Oakland Unified So The Davidson Group of Lebanon, PA primarily provided to 950 - State & Federal Compliance the period of 06/14/2016 through 06/14/2016. | |
| Fiscal Impact | Funding resource name (please spell out) Title II, Part A | |
| | not to exceed <u>\$ 1,550</u> | 0.00 |
| Attachments | Contract Amendment | |

Copy of original contract and any prior amendments



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

| Legislative File ID No. 16-0897 |
|---|
| Department: Office of Accountability Partners |
| Vendor Name: The Davidson Group of Lebanon, PA |
| Contract Term: Start Date: 06/14/2016 End Date: 06/14/2016 |
| Annual Cost: \$ 5,050.00 |
| Approved by: Maria Beltran, State & Federal Compliance |
| Is Vendor a local Oakland business? Yes ☐ No ✓ |
| Why was this Vendor selected? |
| Bill Davidson has specific expertise in Singapore Math, the curriculum we use in grades 1-6. In the Fall Bill met with us for two days to focus on techniques for supporting math fluency, question-based guided problem solving, and lesson planning using his four part lesson template. Bill also met with math teams for grades 1-2 and 3 to practice planning instruction. This Spring we would like Bill to return for two days to help us deepen our skills with these techniques. |
| Use a lesson study approach to work with small groups of teachers to apply the techniques they have learned. Meet with 1-2 and 3-4 teams to plan a lesson. Observe with the group as one teacher delivers the group's lesson. Meet with the group to review and analyze the lesson. Meet with individual teachers to answer questions about implementation. Meet with internal math coordinator to reflect on teacher progress, next steps and ways of supporting teacher growth through the year. |
| |
| Was this contract competitively bid? Yes ✓ No ☐ |
| If No, answer the following: |
| How did you determine the price is competitive? |
| N/A |

Legal 1/12/16 1

| 2) | Pleas | se check the competitive bid exception relied upon: |
|----|-----------|---|
| | 1 | Educational Materials |
| | | Special Services contracts for financial, economic, accounting, legal or administrative services |
| | \coprod | CUPCCAA exception (Uniform Public Construction Cost Accounting Act) |
| | ✓ | Professional Service Agreements of less than \$87,800 (increases a small amount on January 1 of each year) |
| | Ц | Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process) |
| | Ц | Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources) |
| | Ц | Emergency contracts [requires Board resolution declaring an emergency] |
| | | Technology contracts |
| | | electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected |
| | | contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process |
| | | Western States Contracting Alliance Contracts (WSCA) |
| | _ | California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software] |
| | Ц | Piggyback" Contracts with other governmental entities |
| | | Perishable Food |
| | Щ | Sole Source |
| | Ш | Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price |
| | | Other, please provide specific exception |
| | NI/A | |

Board Office Use: Legislative File Info. File ID Number Introduction Date **Enactment Number Enactment Date**



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT

| (COI | NTRACTOR). (| OUSD entered into an Agreement with CONTRACTOR for services on 06/14 and the parties agree to amend that Agreement as follows: | M2016 | - |
|--|--|---|--|------------|
| ехрес | scope of wor cted final results | The scope of work is <u>unchanged</u> . The scope of work has k has changed: Provide brief description of revised scope of work including, such as services, materials, products, and/or reports; attach additional page work attached. OR The CONTRACTOR agrees to provide the following | ng measurable desc les as necessary. | ription of |
| Terms (d | term has ch | The term of the contract is <u>unchanged</u> . The term of the contract tanged: The contract term is extended by an additional expiration date is 06/14/2016 | | nonths), |
| | compensati | The contract price is <u>unchanged</u> . The contract price has <u>cl</u> on has changed: The contract price is amended by se of \$1,550.00 to original contract amount | hanged. | |
| Remainii full force a Amendm | Decreation new contraining Provision and effect as orient History: | to original contract amount act total is Eight Thousand Five Hundred dollars (\$ Fifty s: All other provisions of the Agreement, and prior Amendment(s) if any, sh | nall remain unchange | |
| Remainii full force a Amendm | Decreation new contraining Provision and effect as orient History: | to original contract amount act total is Eight_Thousand_Five_Hundred_dollars (\$ Fifty s: All other provisions of the Agreement, and prior Amendment(s) if any, shiginally stated. | amended as follows: | |
| Remainii full force a Amendm | Decreation new contraining Provision and effect as orinent History: | to original contract amount act total is Eight Thousand Five Hundred dollars (\$ Fifty s: All other provisions of the Agreement, and prior Amendment(s) if any, shiginally stated. vious amendments to this Agreement. This contract has previously been | amended as follows: | |
| Remaining full force a Amendm | Decrea | to original contract amount act total is Eight Thousand Five Hundred dollars (\$ Fifty s: All other provisions of the Agreement, and prior Amendment(s) if any, shiginally stated. vious amendments to this Agreement. This contract has previously been General Description of Reason for Amendment | amended as follows: Amount of Increase (Decre | |
| Remaining full force a Amendm | Decrea | to original contract amount act total is Eight Thousand Five Hundred dollars (\$ Fifty s: All other provisions of the Agreement, and prior Amendment(s) if any, shiginally stated. vious amendments to this Agreement. This contract has previously been General Description of Reason for Amendment | amended as follows: Amount of Increase (Decre \$ 3,500.00 | ase) |
| Remaining full force a Amendm No. 1 Approval: signature of AKLAND of Aklan | Decreation new contraining Provisions and effect as originated History: here are no present Date 03/14/2016 This Agreement by the Board of UNIFIED SCHOOL And Advanced to Board of Education of Education Decreased to Board | to original contract amount act total is Eight Thousand Five Hundred dollars (\$ FIFTY S: All other provisions of the Agreement, and prior Amendment(s) if any, shiginally stated. vious amendments to this Agreement. This contract has previously been General Description of Reason for Amendment The consultant will provide ongoing professional development services ent is not effective and no payment shall be made to Contractor until it is a feducation and/or the Superintendent as their designee. OUL DISTRICT CONTRACTOR Contractor Signature | amended as follows: Amount of Increase (Decre \$ 3,500.00 | ease) |

EXHIBIT "A" SCOPE OF WORK

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

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Please see Scope of Work attached.

Legal - K999069.001 Rev. 7/17/15

Scope of Work

School: Oakland Hebrew Day School

Vendor: Bill Davidson

Contact: bdavidson40@gmail.com 717-679-6197

Hourly rate:

Hours 8 Hours

Total payment: \$1,550.00 Dates: June 14, 2016

Overview of the work:

Bill Davidson has specific expertise in Singapore Math, the curriculum we use in grades 1-6. In the Fall Bill met with us for two days to focus on techniques for supporting math fluency, question-based guided problem solving, and lesson planning using his four part lesson template. Bill also met with math teams for grades 1-2 and 3 to practice planning instruction. This Spring we would like Bill to return for two days to help us deepen our skills with these techniques.

Plan for Spring visit:

- Use a lesson study approach to work with small groups of teachers to apply the techniques they have learned
- Meet with 1-2 and 3-4 teams to plan a lesson
- Observe with the group as one teacher delivers the group's lesson
- Meet with the group to review and analyze the lesson
- Meet with individual teachers to answer questions about implementation
- Meet with internal math coordinator to reflect on teacher progress, next steps and ways of supporting teacher growth throughout the year

Goals for Teacher Learning

- Review and strengthen understanding of how to implement fluency practice into lessons
- Review and strengthen understanding of how to plan question-based guided problem solving in whole class lessons
- Review and strengthen the lesson planning process for creating effective Singapore Math lessons
- Review and practice the process of using lesson study as a professional development tool

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

Title II, Part A, Teacher and Principal training and recruiting is a federal categorical program. The purpose of Title II, Part A is to increase the academic achievement of all students by helping schools and districts improve teacher and principal quality through professional development and other supporting activities. As a result of receiving Title II, Part A, the principal and/or teachers on staff at this specific non-profit private school located in Oakland will improve their understanding and application of specific skills that support the implementation of effective instructional strategies and techniques and/or principal will result in an improvement of the instructional program at the school.

This improvement in the instructional program will enable students to be more fully engaged and successful in school. Students will have improved school attendance which supports gains in performance in core academic areas and successful ongoing completion of successive grade levels which results in graduation from high school.

| 3. | | nent with District Strategic Plan: Indicate the goals II that apply.) | and visions supported by the services of this contract: |
|----|--------|--|---|
| | ☐ De | sure a high quality instructional core velop social, emotional and physical health eate equitable opportunities for learning h quality and effective instruction | □ Prepare students for success in college and careers ■ Safe, healthy and supportive schools □ Accountable for quality □ Full service community district |
| 4. | Alignm | ent with Community School Strategic Site Plan - | CSSSP (required if using State or Federal Funds): |
| | Please | select: | |
| | | tion Item included in Board Approved CSSSP (no er: Central - No CSSSP_ | additional documentation required) – Item |
| | | tion Item added as modification to Board App source Manager either electronically via email of sca | roved CSSSP - Submit the following documents to the nned documents, fax or drop off. |
| | a. | Relevant page of CSSSP with action item highlighte modification date, school site name, both principal a | ed. Page must include header with the word "Modified", and school site council chair initials and date. |
| | b. | Meeting announcement for meeting in which the CS | SSSP modification was approved. |
| | C. | Minutes for meeting in which the CSSSP modificati | on was approved indicating approval of the modification. |
| | d. | Sign-in sheet for meeting in which the CSSSP mod | ification was approved. |

Legal - K999069.001 Rev. 7/17/15

AMENDMENT ROUTING FORM 2015-2016 PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 2



Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order has been increased by Procurement.

- 1. Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- 2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.

| The state of the s | |
|--|--|
| 3. If contract total amount has increased, the scope of work must change. OUSD contract originator creates new requisition with the | |
| original PO number referenced in the item description. | |
| Contractor and OUSD contract originator complete the contract packet together and attach required attachments. | |
| When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order. | |
| Attachment Contract amendment packet including Board Memo and Amendment Form | |
| Checklist Amended Scope of Work (Be specific as to what additional work is being done by this consultant.) | |
| Board approved copy of the original contract and any prior Amendments. | |
| OUSD Staff Contact Emails about this contract should be sent to: (required) maria beltran@ousd.org | |

| | Contrac | tor Inform | ation | | | | | |
|-----------------|-----------------------------------|--------------------|--------|-----------|------------|----|-----|-------|
| Contractor Name | The Davidson Group of Lebanon, PA | Agenc | | Bill Dav | idson | | | |
| OUSD Vendor ID# | 1006831 | Title | | CEO | | | | |
| Street Address | 700 Zimmerman Lane | City | Lebano | on | State | PA | Zip | 17042 |
| Telephone | 717-679-6197 | Email (required | bo | lavidson4 | 0@gmail.co | om | | |

| Cor | npensation and | d Terms – Must be wi | thin the OUS | D Billing Guidelines | |
|---------------------------|----------------|----------------------|--------------|----------------------|------------|
| Original Contract Amount | \$ 3,500.00 | Original PO# | P1603914 | New Requisition # | R0164852 |
| Amended Amount | \$ 1,550.00 | Start Date | 06/14/2016 | End Date | 06/14/2016 |
| New Total Contract Amount | \$ 5,050.00 | Pay Rate Per Hour | \$ 193.75 | # of Hours | 8 |

| R | tesource # | Resource Name | Org K | ley | 0 | | | Amount |
|---------------------------|--|--|----------------------------|-------------------------|--------------|-----------------|------------------|-------------------|
| | 4035 | Title II, Part A | 720485 | 1204 | | 5825 | \$ 1,550. | 00 |
| | | | | | | 5825 | | |
| | | | | | | 5825 | | |
| | | A | pproval and Routing | in order of app | roval ste | ps) | | |
| | tional services ased by Procu | above original contract canno rement. | t be provided before the a | mendment is fully | approved a | and the Purchas | e Order amou | nt has been |
| | Administrate | or / Manager (Originator) | Name Maria Beltrai | 1 | Phon | e 510-879- | 1027 | |
| ١. | Site/Departm | ent (Name & #) 950 - State & | Federal Compliance | | Fax | 510-879- | 3947 | |
| | Signature | Moria B | eltsan | | Date Appro | ved 4/ | 28/20 | 16 |
| | Resource M | anager, if using funds managed | by: State and Federal Q | uality, Community, Scho | ool Developm | nent Community | Schools & Studer | nt Services Dept. |
| | ☐Scope of v | work indicates compliant use of | of restricted resource and | is in alignment with | n school sit | e plan (CSSSP | | |
| - | Signature | | | I | Date Appro | ved | | |
| | Signature (if | using multiple restricted resources) | | | Date Appro | ved | | |
| , | Network Su | perintendent/Deputy Networ | k Superintendent | | | | | |
| 3. | Signature Public Character Date Approved | | | | ved 4-2 | 8-16 | | |
| | Chiefs / Dep | outy Chiefs Consultan Aggre | egate EUnder Over \$84, | 100 | | | | |
| 1. | | described in the scope of work t is qualified to provide service | | | te | | | |
| | Signature | | | D | ved | | | |
| 5. | Superintend | dent, Board of Education Signature | gnature on the legal contr | act | | | | |
| Lega | al Required if | not using standard contract | Approved | Denied Reason | | | Date | |
| Procurement Date Received | | | PO Num | abor | | | | |

| Board Office Use: Le | gislative File Info. |
|----------------------|----------------------|
| File ID Number | 16-0614 |
| Introduction Date | 4/13/16 |
| Enactment Number | 16-0481 |
| Enactment Date | 4-13-1681 |



| Enactment Date | 4-13-16/ |
|---|---|
| Memo | |
| То | Board of Education |
| From | Antwan Wilson, Superintendent |
| Board Meeting Date (To be completed by Procurement) | 4-13-16 |
| Subject | Professional Services Contract Amendment No. 1 |
| | The Davidson Group of Lebanon, PA |
| | 950 - State & Federal Compliance (site/department) |
| Action Requested | Ratification by the Board of Education of Amendment No1 to the Professional Services Contract between Oakland Unified School District and |
| Background A one paragraph explanation of why an amendment is needed. | OUSD is required by federal law to allow private non-profit schools to participate in OUSD's Title II, Part A program. Schools that choose to participate are provided with "fair and equitable" Title II, Part A services after they have complied with program requirements. After consultation with the private school to reach agreement on the type of professional services to be provided. OUSD Private schools program administers the agreed upon professional development services. |
| Discussion One paragraph summary of the amended scope of work. | Consultant will provide professional development services for school site staff on Singapore Math training. |
| Recommendation | Ratification by the Board of Education of Amendment No |
| Fiscal Impact | Funding resource name (please spell out) Title II, Part A |
| | not to exceed \$ 3,500.00 |
| Attachments | Contract Amendment Copy of original contract and any prior amendments |



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

| Legislative File ID No. 16-06/4 |
|--|
| Department: Office of Accountability Partners |
| Vendor Name: The Davidson Group of Lebanon, PA |
| Contract Term: Start Date: 03/21/2016 |
| Annual Cost: \$ 3,500.00 |
| Approved by: Maria Beltran, State & Federal Compliance |
| Is Vendor a local Oakland business? Yes No V |
| Why was this Vendor selected? |
| Bill Davidson has specific expertise in Singapore Math, the curriculum we use in grades 1-6. In the Fail Bill met with us for two days to focus on techniques for supporting math fluency, question-based guided problem solving, and lesson planning using his four part lesson template. Bill also met with math teams for grades 1-2 and 3 to practice planning instruction. This Spring we would like Bill to return for two days to help us deepen our skills with these techniques. |
| Summarize the services this Vendor will be providing. Use a lesson study approach to work with small groups of teachers to apply the techniques they have learned. |
| Meet with 1-2 and 3-4 teams to plan a lesson. Observe with the group as one teacher delivers the group's lesson. Meet with the group to review and analyze the lesson. Meet with individual teachers to answer questions about implementation. Meet with internal math coordinator to reflect on teacher progress, next steps and ways of supporting teacher growth through the year. |
| Was this contract competitively bid? Yes ✓ No |
| If No, answer the following: |
| 1) How did you determine the price is competitive? |
| N/A |

| 2) | Pleas | se che | eck the competitive bid exception relied upon: |
|----|-------|--------|---|
| | | Edu | cational Materials |
| | | | cial Services contracts for financial, economic, accounting, legal or inistrative services |
| | | CUP | PCCAA exception (Uniform Public Construction Cost Accounting Act) |
| | | | fessional Service Agreements of less than \$87,800 (increases a small ount on January 1 of each year) |
| | | Envi | struction related Professional Services such as Architects, DSA Inspectors, ironmental Consultants and Construction Managers (require a "fair, competitive ction process) |
| | Ш | | ergy conservation and alternative energy supply (e.g., solar, energy servation, co-generation and alternate energy supply sources) |
| | | Eme | ergency contracts [requires Board resolution declaring an emergency] |
| | | Tec | hnology contracts |
| | | | electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected |
| | | | contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process |
| | | | Western States Contracting Alliance Contracts (WSCA) |
| | | | California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software] |
| | | Pig | gyback" Contracts with other governmental entities |
| | | Per | ishable Food |
| | | Sol | e Source |
| | | | ange Order for Material and Supplies if the cost agreed upon in writing does exceed ten percent of the original contract price |
| | | Oth | ner, please provide specific exception |
| | LIZA | | |

Board Office Use: Legislative File Info. 16-0614 File ID Number Introduction Date 16-0481 **Enactment Number Enactment Date**



AMENDMENT NO. __1_ TO PROFESSIONAL SERVICES CONTRACT

| | | | Oakland Unified School District (OU | (SD) and |
|----|--|--|--|--|
| | The Da | vidson Group of Lel | contractor for services on 03/ | 21/2016 |
| | (CONTRACTOR), COSD | | nd that Agreement as follows: | |
| | Services: The: | scope of work is <u>unchanged</u> . | ☐ The scope of work ha | as changed. |
| | If the scope of work has expected final results, such | changed: Provide brief descri h as services, materials, product | iption of revised scope of work inclusions, and/or reports; attach additional particular | ding measurable description of ages as necessary. |
| | Revised scope of work | attached OR The CONTRA | ACTOR agrees to provide the following | ng amended services: |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | Terms (duration): The te | erm of the contract is unchanged | . The term of the contra | ct has <u>changed</u> . |
| | | ed: The contract term is exte | nded by an additional 2 days | (days/weeks/months), |
| | | ation date is 03/22/2016 | | |
| | Compensation: The c | | ☐ The contract price has | changed. |
| | | as changed: The contract p | • | |
| | ☐ Increase of | | contract amount | |
| | □ Decrease of | | al contract amount | |
| | and the new contract to | tal is Seven Thousand | dollars | \$ 7,000.00 |
| | full force and effect as original | | nent, and prior Amendment(s) if any. | shall remain unchanged and in |
| i. | Amendment History: | amendments to this Agreement | . This contract has previously been | a amonded on follows: |
| | There are no previous | | | an amended as lollows. |
| | No. Date | | of Reason for Amendment | Amount of Increase (Decrease) |
| | | | | Amount of |
| | | | | Amount of Increase (Decrease) |
| | | | | Amount of Increase (Decrease) |

EXHIBIT "A" SCOPE OF WORK

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

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

Please see Scope of Work attached.

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

Title II, Part A, Teacher and Principal training and recruiting is a federal categorical program. The purpose of Title II, Part A is to increase the academic achievement of all students by helping schools and districts improve teacher and principal quality through professional development and other supporting activities. As a result of receiving Title II, Part A, the principal and/or teachers on staff at this specific non-profit private school located in Oakland will improve their understanding and application of specific skills that support the implementation of effective instructional strategies and techniques and/or principal will result in an improvement of the instructional program at the school.

This improvement in the instructional program will enable students to be more fully engaged and successful in school. Students will have improved school attendance which supports gains in performance in core academic areas and successful ongoing completion of successive grade levels which results in graduation from high school.

| 3. | | ent with District Strategic Plan: Indicate the goals II that apply.) | and visions supported by the services of this contract: |
|----|--------|--|---|
| | ☐ Dev | sure a high quality instructional core velop social, emotional and physical health eate equitable opportunities for learning h quality and effective instruction | □ Prepare students for success in college and careers ■ Safe, healthy and supportive schools □ Accountable for quality □ Full service community district |
| 4. | Alignm | ent with Community School Strategic Site Plan - | - CSSSP (required if using State or Federal Funds): |
| | Please | select: | |
| | | tion Item included in Board Approved CSSSP (no rr: Central - No CSSSP | additional documentation required) - Item |
| | _ | tion Item added as modification to Board App source Manager either electronically via email of sca | roved CSSSP - Submit the following documents to the inned documents, fax or drop off. |
| | a. | Relevant page of CSSSP with action item highlight modification date, school site name, both principal | ed. Page must include header with the word "Modified", and school site council chair initials and date. |
| | b. | Meeting announcement for meeting in which the Ca | SSSP modification was approved. |
| | C. | Minutes for meeting in which the CSSSP modificati | on was approved indicating approval of the modification. |
| | d. | Sign-in sheet for meeting in which the CSSSP mod | ification was approved. |

Scope of Work

School: Oakland Hebrew Day School

Vendor: Bill Davidson

Contact: bdavidson40@gmail.com 717-679-6197

Hourly rate: \$250/hr

Hours: 14

Total payment: \$3500

Dates: Monday March 21 and Tuesday March 22

Overview of the work:

Bill Davidson has specific expertise in Singapore Math, the curriculum we use in grades 1-6. In the Fall Bill met with us for two days to focus on techniques for supporting math fluency, question-based guided problem solving, and lesson planning using his four part lesson template. Bill also met with math teams for grades 1-2 and 3 to practice planning instruction. This Spring we would like Bill to return for two days to help us deepen our skills with these techniques.

Plan for Spring visit:

- Use a lesson study approach to work with small groups of teachers to apply the techniques they have learned
- Meet with 1-2 and 3-4 teams to plan a lesson
- Observe with the group as one teacher delivers the group's lesson
- Meet with the group to review and analyze the lesson
- · Meet with individual teachers to answer questions about implementation
- Meet with internal math coordinator to reflect on teacher progress, next steps and ways of supporting teacher growth throughout the year

Goals for Teacher Learning

- Review and strengthen understanding of how to implement fluency practice into lessons
- Review and strengthen understanding of how to plan question-based guided problem solving in whole class lessons
- Review and strengthen the lesson planning process for creating effective Singapore Math lessons
- Review and practice the process of using lesson study as a professional development tool

Save Form | Print Form



Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order has been increased by Procurement.

- 1. Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation,
- 2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment,
- 3. If contract total amount has increased, the scope of work must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- 4. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

| When the contract amendment is annough | Procurement will add additional | funds to the original Buschase Onden |
|--|---------------------------------|---------------------------------------|
| When the contract amendment is approved, | rrocurement will add additional | tunds to the original rurchase Order. |

Attachment Checklist

- Contract amendment packet including Board Memo and Amendment Form
- Amended Scope of Work (Be specific as to what additional work is being done by this consultant.)
 - Board approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (required) maria.beltran@ousd.org

| | Contractor | Inform | ation | | | | | |
|-----------------|-------------------------------|--------------------|-----------|-----------|------------|-------|-----|-------|
| Contractor Name | The Davidson Group of Lebanon | Agenc | y's ct | В | ill Davi | ldson | | |
| OUSD Vendor ID# | 1006831 | Title | | CEO | | | | |
| Street Address | 700 Zimmerman Lane | City | Lebar | non | State | PA | Zip | 17042 |
| Telephone | 717-679-6197 | Email (required | b | davidson4 | 0@gmail.co | m | | |

| Col | mpensation an | d Terms – Must be wi | thin the OUS | D Billing Guidelines | |
|---------------------------|---------------|----------------------|--------------|----------------------|------------|
| Original Contract Amount | \$ 3,500.00 | Original PO# | P1603914 | New Requisition # | R0163900 |
| Amended Amount | \$ 3,500.00 | Start Date | 03/21/2016 | End Date | 03/22/2016 |
| New Total Contract Amount | \$ 7,000.00 | Pay Rate Per Hour | \$ 250.00 | # of Hours | 14 |

| | If you a | re planning to multi-fund a con | | Budget Inform ands, please conta | | tate an | d Federal | Office befo | ore com | pleting requisition. | |
|------|---|---|---|---|----------------|---------------|-----------------------|-------------|-----------|----------------------------|---|
| R | esource # | Resource Name | | Org Key | | | 0 | bject Coc | le | Amount | |
| | 4035 | Title II, Part A | 7204851204 | | | | | 5825 | \$ | 3,500.00 | |
| | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | *************************************** | *************************************** | | | | 5825 | | | |
| | | | | | | | | 5825 | | | |
| | | | Approval and R | louting (in orde | r of ap | prova | l steps) | | | | [|
| | ional service ased by Prod | s above original contract canr curement. | ot be provided be | fore the amendme | ent is ful | ly appro | oved and | the Purcha | se Orde | er amount has been | |
| | Administrator / Manager (Originator) Name Maria Beltran | | | | | | Phone | 510-879 | -1027 | | |
| 1. | Site/Department (Name & #) 950 - State & Federal Compliance | | | | | | Fax | 510-879 | -8947 | | |
| | Signature Muria Beltrain Date Approved 3/10/2016 | | | | | | | | | | |
| | Resource | Manager, if using funds manage | d by: State and Fed | deral Quality, Com | munity, S | chool De | velopment | □ Communit | y Schools | s & Student Services Dept. | |
| 2. | Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP) | | | | | | | | | | |
| ۷. | Signature | | | | | | Date Approved | | | | |
| | Signature (if using multiple restricted resources) | | | | | | Date Approved | | | | |
| 3. | Network Superintendent/Deputy Network Superintendent | | | | | | | | | | |
| ٥. | Signature | | | | | Date Approved | | | | | |
| | Chiefs / Deputy Chiefs Consultant Aggregate Under Over \$84,100 | | | | | | | | | | |
| 4. | Services described in the scope of work align with needs of department or school site Consultant is qualified to provide services described in the scope of work | | | | | | | | | | |
| | Signature Lich Statistic | | | | | | Date Approved 3-11-16 | | | | |
| 5. | SuperInter | ndent, Board of Education | Signature on the le | gal contract | | | | | | | |
| Lega | l Required i | f not using standard contract | Approved | • | Denie Reaso | _ | | | Da | ate | |
| Proc | urement | Date Received P | | | PON | umber | | | | | |

| Board Office Use: Leg | islative File Info. |
|-----------------------|---------------------|
| File ID Number: | 15-2413 |
| Introduction Date: | 01/13/2016 |
| Enactment Number: | 16-0015 |
| Enactment Date: | 01/13/2016 |



Memo

To:

Board of Education

From:

Antwan Wilson, Superintendent

Board Meeting Date: 01/13/2016

Subject:

Professional Service Contract

Contractor:

The Davidson Group of Lebanon, PA

Services for: 950-STATE & FEDERAL PROGRAMS

Board Action Requested Ratification by the Board of Education of a Professional Services Contract between the District and The

and Recommendation: Davidson Group, Lebanon, PA, for the latter to provide: Consultant will provide professional

development services for school site staff on Singapore Math training. for the period of 11/12/2015

through 11/13/2015 in an amount not to exceed \$3,500.00.

Background:

(A one paragraph explanation of why the consultant's services are needed.) OUSD is required by federal law to allow private non-profit schools to participate in OUSD's Title II, Part A program. Schools that choose to participate are provided with "fair and equitable" Title II, Part A services after they have complied with program requirements. After consultation with the private school to reach agreement on the type of professional services to be provided, OUSD Private Schools program administers the agreed upon professional development services.

Discussion:

(QUANTIFY what is being purchased.)

Consultant will provide professional development services for school site staff on Singapore Math training.

| Board Office Use: Leg | islative File Info. |
|-----------------------|---------------------|
| File ID Number: | 15-2413 |
| Introduction Date: | 01/13/2016 |
| Enactment Number: | 16-0015 |
| Enactment Date: | 01/13/2016 |



Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed \$3,500.00.

\$3,500.00

TITLE 2-A TEACHER QUALITY

Attachments: Professional Services Contract including Scope of Work

| Board Office Use: Leg | islative File Info. |
|-----------------------|---------------------|
| File ID Number | 15-2413 |
| Introduction Date | 01/13/2016 |
| Enactment Number | 16-0015 |
| Enactment Date | 01/13/2016 |



PROFESSIONAL SERVICES CONTRACT 2015-2016

| T | Agreement is entered into between The Davidson Group of Lebanon, PA |
|-------------------|--|
| (CO the spe | Agreement is entered into between The Davidson Group of Lebanon, FA NTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for urnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons cially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and petent to provide such services. The parties agree as follows: |
| 1. | Services: CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference. |
| 2. | Terms: CONTRACTOR shall commence work on |
| | if the aggregate amount CONTRACTOR has contracted with the District is below \$86,000.00 in the current fiscal year; or, approval |
| | by the Board of Education if the total contract(s) exceed \$86,000.00, whichever is later. The work shall be completed no later than 11/13/2015 |
| 3. | Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The |
| | compensation under this Contract shall not exceed Three Thousand Five Hundred Dollars and 00/100 |
| | Dollars (\$3,500.00) [per fiscal year], at an hourly billing rate not to exceed \$250.00 per hour. This sum shall be for |
| | full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, |
| | labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs. |
| | If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD. |
| | OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for |
| | OUSD, except as follows: N/A |
| | Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. |
| | The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay. |
| 4. | Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this |
| | Agreement except: N/A |
| | which shall not exceed a total cost of\$0.00 |
| 5. | CONTRACTOR Qualifications / Performance of Services: |
| | CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and,/or regulations, as they may apply. |
| | Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. |
| 6. | Invoicing: Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested. |
| 7. | Notices : All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during norma 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: |
| _ | 7/17/2015 v1 Requisition No. R0162218 P.O. No. P1603914 |
| Rev | 7/17/2015 v1 Requisition No. 10002210 P.O. No. 11000011 |

| OUSD Representative: | CONTRACTOR: | |
|---|------------------------------|--|
| Name: SUSANA RAMIREZ | Name: Bill Davidson | |
| Site /Dept.: 950-STATE & FEDERAL PROGRAMS | Title: CEO | |
| Address: 1000 Broadway | Address: 700 Zimmerman Lane | |
| Oakland, CA 94607 | Lebanon, PA 17042 | |
| Phone: 510-879-1027 | Phone: 717-679-6197 | |
| Email: Susana.Ramirez@ousd.k12.ca.us | Email: bdavidson40@gmail.com | |

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

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

9. Insurance:

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

Check one of the boxes below:

- □ CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- iii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 12. Non-Discrimination: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

- Drug-Free / Smoke Free Policy: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 14. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 15. Copyright/Trademark/Patent/Ownership: CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 16. Waiver: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 17. Termination: OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 18. Conduct of CONTRACTOR: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 - Tuberculosis Screening: CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 - 2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

- 19. No Rights in Third Parties: This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 20. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. Limitation of OUSD Liability: Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 22. Confidentiality: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

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- access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a viclation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

| OAKLAND UNIFIED SCHOOL DISTRICT | CONTRACTOR | |
|--|----------------------|--|
| Ruth State down | Bill Davidson | |
| President, Board of Education | Contractor Signature | |
| Superintendent or Designee | | |
| Petroff | Bill Davidson, CEO | |
| Secretary Board of Education | Print Name, Title | |

Form approved by OUSD General Counsel for 2015-16 FY

EXHIBIT "A" SCOPE OF WORK

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

Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific
about what service(s) OUSD is purchasing and what this Contractor will do.

Consultant will provide professional development services for school site staff on Singapore Math training.

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

Title II, Part A, Teacher and Principal training and recruiting is a federal categorical program. The purpose of Title II, Part A is to increase the academic achievement of all students by helping schools and districts improve teacher and principal quality through professional development and other supporting activities. As a result of receiving Title II, Part A, the principal and/or teachers on staff at this specific non-profit private school located in Oakland will improve their understanding and application of specific skills that support the implementation of effective instructional strategies and techniques and/or principal will result in an improvement of the instructional program at the school. This improvement in the instructional program will enable students to be more fully engaged and successful in school. Students will have improved school attendance which supports gains in performance in core academic areas and successful ongoing completion of successive grade levels which results in graduation from high school.

| 3. | (Check all that apply.) | goals and visions supported by the services of this contract: | |
|----|---|---|--|
| | Ensure a high quality instructional core | Prepare students for success in college and careers | |
| | Develop social, emotional and physical health | Safe, healthy and supportive schools | |
| | ☐ Create equitable opportunities for learning | ☐ Accountable for quality | |
| | ☐ High quality and effective instruction | ☐ Full service community district | |
| 4. | Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Fu | | |
| | ☐ Action Item included in Board Approved CSSSP (no additional documentation required) — Item Number(s): | | |
| | Central - No CSSSP | | |
| | | | |
| | | | |
| | Action Item added as modification to Board Ap Manager either electronically via email of scanned doc | proved CSSSP - Submit the following documents to the Resource | |

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification

3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.

Page 6 of 6

Sign-in sheet for meeting in which the CSSSP modification was approved.

date, school site name, both principal and school site council chair initials and date.
Meeting announcement for meeting in which the CSSSP modification was approved.