Board Office Use: **Legislative File Info.**	
File ID Number	17-0960
Introduction Date	5/10/17
Enactment Number	17-0630
Enactment Date	5/10/17

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board Education

From Devin Dillon, Ph.D., Interim Superintendent

Board Meeting Date
(To be completed by Procurement) _____

Subject Professional Services Contract Amendment No. 1 -
Verica Balarin, Berkeley, CA -
Office of Accountability Partners for Park Day School (site/department)

Action Requested

Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Verica Balarin, Berkeley, CA. Services to be primarily provided to Office of Accountability Partners for Park Day School for the period of 11/01/16 through 06/30/2017.

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 the OUSD 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 development services to be provided, the OUSD Private Schools Program administers the agreed upon professional services.

Discussion
One paragraph summary of the amended scope of work.

The consultant will provide professional development services for school site instructional and administrative staff. The consultant will provide ongoing professional development services that will enable teachers to provide a more effective instructional program and improve student academic achievement in curriculum areas of English, Language Arts, and/or Mathematics.

Recommendation

Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Verica Balarin, Berkeley, CA. Services to be primarily provided to Office of Accountability Partners for Park Day School for the period of 11/01/16 through 06/30/2017.

Fiscal Impact

Funding resource name (please spell out) Title II, Part A
not to exceed $ 2,100.00

Attachments

- Contract Amendment
- Copy of original contract and any prior amendments

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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

Legislative File ID No. 17-0960

Department: Office of Accountability Partners for Park Day School

Vendor Name: Verica Balarin

Contract Term: Start Date: 11/01/2016 End Date: 06/30/2017

Annual Cost: $ 11,700.00

Approved by: _____

Is Vendor a local Oakland business? Yes ☑ No ☐

Why was this Vendor selected?

Vendor is experienced in providing the services

Summarize the services this Vendor will be providing.

Was this contract competitively bid? Yes ☑ No ☐

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

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

Board Office Use: Legislative File Info.	
File ID Number	17-0960
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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Verica Balarin, Berkeley, CA (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 11/01/16, and the parties agree to amend that Agreement as follows:

1. **Services:** ☒ The scope of work is unchanged. ☐ The scope of work has changed.
   If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
   ☐ Revised scope of work attached. **OR** ☒ The CONTRACTOR agrees to provide the following amended services:
   Contractor will provide additional 14 hours working with all the teachers as part of Professional development services focusing on using visual models in teachingMath, implementation of the Common Core Mathematical practices.

2. **Terms** (duration): ☐ The term of the contract is unchanged. ☒ The term of the contract has changed.
   If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is 06/30/2017.

3. **Compensation:** ☐ The contract price is unchanged. ☒ The contract price has changed.
   If the compensation has changed: The contract price is amended by
   ☐ Increase of $ $ 2,100.00 to original contract amount
   ☒ Decrease of $_____ to original contract amount
   and the new contract total is _____ dollars ($ 11,700.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**
   ☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			$
			$
			$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

☐ President, Board of Education — Date: 5/3/17
☐ Superintendent
☒ Chief or Deputy Chief
Secretary, Board of Education — Date: 5/11/17

CONTRACTOR

Contractor Signature — Date: 5/2/17
Print Name, Title: Verica Balarin, Math Consultant

Rev. 6/6/18

Contract No. R0174722

P.O. No. P1703671

EXHIBIT "A" SCOPE OF WORK

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

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

   Please see attached Scope of Work

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 the 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 result of receiving Title II, Part A program services, teachers of 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 administration and leadership. The activities and support provided to the teachers will result in an improvement of the instructional program at school. This improvement in the 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. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

   - ☒ Ensure a high quality instructional core
   - ☐ Develop social, emotional and physical health
   - ☐ Create equitable opportunities for learning
   - ☐ High 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. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):** Please select:

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

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

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

Name: Verica Balarin
Dates: November 1, 2016 – June 30, 2017
Contract total: $11,700. at $150 hourly rate for a total of 64 hours
The scope of the work:

Contractor will provide services relative to learning and implementing the Bridges in Mathematics and Contexts for Learning Mathematics programs. Duties will be performed as a part of regular staff meetings and during my full or half-day visits to Park Day School:

1. Working with all teachers as part of professional development sessions focusing on using visual models in teaching mathematics, implementation of the Common Core mathematical practices and using assessments to guide instruction
2. Helping teachers combine two math programs and define scope and sequence of each grade math program.
3. Provide support for use of materials that are part of Bridges in Mathematics and additional materials that may support math program.
4. Modeling lessons in K-5 classes.
5. Visit classrooms, observe and coach teachers. Guide teachers in analyzing students' work and defining next learning goals for their students.
6. Working with Learning Specialist team and providing support with implementing Bridges in Mathematics Intervention Program.
7. Helping teachers differentiate instruction and meet needs of all students

Save Form | Print Form

AMENDMENT ROUTING FORM 2016-2017
PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. 1

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is 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 approved, Procurement will add additional funds to the original Purchase 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)

Contractor Information

Contractor Name	Verica Balarin	Agency's Contact	Verica Balarin				
OUSD Vendor ID #	I007275	Title	Consultant				
Street Address	1665 Visalia Ave.	City	Berkeley	State	CA	Zip	94707
Telephone	510-502-7821	Email (required)	verabalarin@hotmail.com				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	$ 9,600.00	Original PO #	P1703671	**New Requisition #**	R0174722
Amended Amount	$ 2,100.00	Start Date	11/01/16	End Date	06/30/2017
New Total Contract Amount	$ 11,700.00	Pay Rate Per Hour	$ 150.00	# of Hours	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
4035	Title II, Part A	7214851204	**5825**	$ 2,100.00
			5825	
			5825	

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

1.	**Administrator / Manager** (Originator)	Name	Marcus Silvi	Phone	510-879-1209
	Site/Department (Name & #)	Office of Accountability Partners for Park Day School		Fax	510-879-8947
	Signature Marcus Silvi.		Date Approved	5/2/17	
2.	**Resource Manager,** if using funds managed by: ☐State and Federal ☐Quality, Community, School Development ☐ Community Schools and Student Services				
	☑Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature Maria Beltran		Date Approved	5/3/2017	
	Signature (if using multiple restricted resources)		Date Approved		
3.	**Network Superintendent/Deputy Network Superintendent**				
	Signature		Date Approved		
4.	**Chiefs / Deputy Chiefs** Consultant Aggregate ☑Under ☐Over $_____				
	☐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		Date Approved		
5.	**Superintendent, Board of Education** *Signature on the legal contract*				

Legal *Required if not using standard contract*		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number			

THIS FORM IS NOT A CONTRACT

Board Office Use: Legislative File Info.	
File ID Number:	16-2423
Introduction Date:	12/14/2016
Enactment Number:	16-1919
Enactment Date:	12/14/2016

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To: Board of Education

From: Antwan Wilson, Superintendent

Board Meeting Date: 12/14/2016

Subject: Professional Service Contract

Contractor: Verica Balarin of berkeley, ca

Services for: 950-STATE & FEDERAL PROGRAMS

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Verica Balarin, berkeley, ca, for the latter to provide: Contract will provide services relative to learning and implementing the Bridges in Mathematics and Contexts for Learning Mathematics programs. Duties will be performed as an part of regular staff meetings and during my full of half-day visits to Park Day School. Working with all teachers as part of professional development sessions focusing on using visual models in teaching mathematics, implementation of the Common Core mathematical practices and using assessments to guide instruction. Visit classrooms, observe and coach teachers. Guide teachers in analyzing students' work and defining next learning goals for their students. Helping teachers differentiate instruction and meet need of all students for the period of 11/21/2016 through

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 the OUSD 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 development services to be provided, the OUSD Private Schools Program administers the agreed upon professional development services.

Discussion: (QUANTIFY what is being purchased.)

Contract will provide services relative to learning and implementing the Bridges in Mathematics and Contexts for Learning Mathematics programs. Duties will be performed as an part of regular staff meetings and during my full of half-day visits to Park Day School. Working with all teachers as part of professional development sessions focusing on using visual models in teaching mathematics, implementation of the Common Core mathematical practices and using assessments to guide instruction. Visit classrooms, observe and coach teachers. Guide teachers in analyzing students' work and defining next learning goals for their students. Helping teachers differentiate instruction and meet need of all students.

Board Office Use: Legislative File Info.	
File ID Number:	16-2423
Introduction Date:	12/14/2016
Enactment Number:	16-1919
Enactment Date:	12/14/2016

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed $9,600.00.

$9,600.00 TITLE 2-A TEACHER QUALITY

Attachments: Professional Services Contract including Scope of Work

OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

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

Legislative File ID No. 16-2423

Department: 950-STATE & FEDERAL PROGRAMS

Vendor Name: Verica Balarin

Contract Term: Start Date: 11/01/2016 End Date: 06/30/2017

Annual Cost: $ $9,600.00

Approved by: RUTH F ALAHYDOIAN

Is Vendor a local Oakland business? Yes ☑ No ☐

Why was this Vendor selected?

Vendor is experienced in providing the services

Summarize the services this Vendor will be providing.

Was this contract competitively bid? Yes ☐ No ☑

If No, answer the following:

1) How did you determine the price is competitive?

Price compared with other vendors

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☑ **Professional Service Agreements** of less than $87,800.00 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
  - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the $87,800.00 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - ☐ Western States Contracting Alliance Contracts (WSCA)
  - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

Board Office Use: **Legislative File Info.**	
File ID Number	16-2423
Introduction Date	12/14/2016
Enactment Number	16-1919
Enactment Date	12/14/2016

OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2016-2017

This Agreement is entered into between Verica Balarin of berkeley, ca (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services**: CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms**: CONTRACTOR shall commence work on 11/01/2016, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below $87,800.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed $87,800.00, whichever is later. The work shall be completed no later than 06/30/2017.
3. **Compensation**: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Nine Thousand Six Hundred Dollars and 00/100 Dollars ($9,600.00) [per fiscal year], at an hourly billing rate not to exceed $150.00 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 normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: MARCUS SILVI
Site /Dept.: 950-STATE & FEDERAL PROGRAMS
Address: 1000 Broadway, Suite 450
Oakland, CA 94607
Phone: 510-879-1209
Email: Marcus.Silvi@ousd.org

CONTRACTOR:

Name: Verica Balarin
Title: Owner
Address: 1665 visalia ave
berkeley, ca 94707
Phone: 510-502-7821
Email: verabalarin@hotmail.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.

      ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

      iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars ($1,000,000) per claim.

      OR

      iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

11. **Assignment**: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination**: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **Drug-Free / Smoke Free Policy**: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

14. **Indemnification**: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.

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

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

17. **Termination**: OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

18. **Conduct of CONTRACTOR**: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:

    1. **Tuberculosis Screening**: CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.

    2. **Fingerprinting of Employees and Agents**. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

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

19. **No Rights in Third Parties**: This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors**. OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:

    1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.

    2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

21. **Limitation of OUSD Liability**: Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.

22. **Confidentiality**: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

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

23. **Conflict of Interest**: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

    CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

    Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

25. **Litigation**: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

26. **Incorporation of Recitals and Exhibits**: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Integration/Entire Agreement of Parties**: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **Counterparts**: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. **Signature Authority**: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

30. **Contract Contingent on Governing Board Approval**: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

Ruth Alahydoni

☐ President, Board of Education

☒ Superintendent or Designee

Secretary, Board of Education

CONTRACTOR

Verica Balarin

Contractor Signature

Verica Balarin, Owner

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.]

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.

   See Attached Scope of Work

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 result of receiving Title II, Part A Program services, teachers of 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 school administration and leadership. The activities and support provided to the teachers will result in an improvement of the instructional program at 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. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

   - ☒ Ensure a high quality instructional core
   - ☐ Develop social, emotional and physical health
   - ☐ Create equitable opportunities for learning
   - ☒ High 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. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**
   Please select:

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

   Central - No CSSSP

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

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

Name: Verica Balarin
Dates: November 1, 2016 – June 30, 2017
Contract total: $9600 at $150 hourly rate for a total of 64 hours

The scope of the work:

Contractor will provide services relative to learning and implementing the Bridges in Mathematics and Contexts for Learning Mathematics programs. Duties will be performed as a part of regular staff meetings and during my full or half-day visits to Park Day School:

1. Working with all teachers as part of professional development sessions focusing on using visual models in teaching mathematics, implementation of the Common Core mathematical practices and using assessments to guide instruction
2. Helping teachers combine two math programs and define scope and sequence of each grade math program.
3. Provide support for use of materials that are part of Bridges in Mathematics and additional materials that may support math program.
4. Modeling lessons in K-5 classes.
5. Visit classrooms, observe and coach teachers. Guide teachers in analyzing students' work and defining next learning goals for their students.
6. Working with Learning Specialist team and providing support with implementing Bridges in Mathematics Intervention Program.
7. Helping teachers differentiate instruction and meet needs of all students