

| Board Office Use: Legislative File Info. | |
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| File ID Number | 15-0032 |
| Introduction Date | 2-11-15 |
| Enactment Number | 15-0216 |
| Enactment Date | 2/11/15 <i>AK</i> |



Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 2/11/15

Subject Professional Services Contract - Dana Cilono
- 922/Community Schools and Student Services (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Dana Cilono. Services to be primarily provided to 922/Community Schools and Student Services for the period of 01/05/2015 through 06/30/2015.

Background
A one paragraph explanation of why the consultant's services are needed.
The consultant's services are needed to coordinate this important grant. Without these coordination services, the grant is not guaranteed to be implemented to the requirements of the OFCY grant. This grant would support the Summer Pre-K program, which provides a 4 week summer camp experience for incoming kindergartners who have never experienced formal preschool or licensed childcare. After attending camp, students and their families have greater levels of Kindergarten Readiness at the start of the school year. The SPK program is designed to provide children with an opportunity to learn in a developmentally appropriate classroom environment and expose them to social experiences and develop various skills necessary for success in kindergarten. Parent workshops are also offered through this program, as are child developmental screenings.

Discussion
One paragraph summary of the scope of work.
Ratification by the Board of Education of a Professional Services Contract between the District and Dana Cilono, Alameda, CA, for the latter to assist in the development of the preparatory summer program; her scope of work for the includes the planning, training, coordination, and implementation of a summer preparatory program (SPK) for students entering kindergarten and transitional kindergarten for the period of January 5, 2015 through June 30, 2015, for an amount not to exceed \$37,000.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Dana Cilono. Services to be primarily provided to 922/Community Schools and Student Services for the period of 01/05/2015 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) 9121/OFCY Funding from KIDS FIRST! Grant not to exceed \$ 37,000.00

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

| | |
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PROFESSIONAL SERVICES CONTRACT 2014-2015

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 01/05/2015, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 06/30/2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirty Seven Thousand Dollars (\$ 37,000.00) [per fiscal year], at an hourly billing rate not to exceed _____ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: 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.

- 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 _____.

5. CONTRACTOR Qualifications / Performance of Services:

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: Julie McCalmont
Site /Dept.: 922/Community Schools and Student Services
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: (510) 273-1576
Email: julie.mccalmont@ousd.k12.ca.us

CONTRACTOR:

Name: Dana Cilonio
Title: Consultant
Address: 1539 Pearl Street
Alameda CA 94501
Phone: (925) 864-0593
Email: dac5483@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.

- 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

CONTRACTOR

[Signature]
[] President, Board of Education
[X] Superintendent or Designee
[Signature]
Secretary, Board of Education

[Signature]
Contractor Signature
Dana Cilono
Consultant
Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 15-0032
Introduction Date: 2/11/15
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Enactment Date: 2/11/15
By: [Signature]

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 refer to the attached Scope of Work for Dana Cilono work with the Summer Learning Programs.

Services include: Draft a project timeline with deliverables, status reports, and benchmark deadlines for review and document all activities, meetings, and trainings. Design and select SPK curriculum based on research, feedback, and authorization from District. Research of appropriate Pre and Post program assessments. Prepare and submit required documentation. Coordination of enrollment of all students. In partnership with district, recruit and secure credentialed teachers (Program Staff) and work with the ECE department to secure PK staffing. Assess the quality of the SPK classrooms. Manage the budget for Program Materials and Expenses. All purchases will require pre-approval from OUSD. Prepare and submit required documentation. Coordinate and facilitate professional learning for all SPK staff, coordinate four hours of family learning opportunities at each SPK site, and facilitate family workshops. Each phase of the project will require approval from OUSD before moving on to the next stage.

STATEMENT OF WORK

DANA CILONO

DAC5483@GMAIL.COM | 1539 PEARL ST. ALAMEDA, CA 94501 | 925-864-0583

SUBMITTED DECEMBER 8, 2014

1. INTRODUCTION AND GENERAL INFORMATION

This Statement of Work (the "SOW") is entered into on January 5, 2015, between Dana Cilono and Oakland Unified School District.

TERMINOLOGY AND ACRONYMS

The following defined terms and/or acronyms shall apply to work performed by the Consultant under this SOW.

- "OUSD" refers to the Oakland Unified School District
- "Project" represents the full scope of work that Dana Cilono will perform for OUSD under the terms of this SOW.
- "SPK" refers to the Summer Pre-K Program to be designed and implemented
- "Program Materials" refers to student supplies and training, assessment, and instructional materials
- "Program Expenses" represents program staff training, substitute teacher wages, program staff wages, and materials for Family Transition Support
- "Program Staff" represents teachers, teaching assistants, and administrative staff
- "Professional Development" represents Program Staff training in Program scope and sequence, developmentally appropriate instructional practices, assessment administration, and programmatic procedures
- "Family Transition Support" represents the development of a series of presentations and workshops designed for parent education
- "District Articulation Meetings" refers to feedback gathered from OUSD articulation policy and feedback from OUSD Pre-K, TK and Kindergarten teachers about Program curriculum

2. PROJECT INFORMATION

PROJECT OVERVIEW | Pre-K Summer Program Development

PROJECT PURPOSE

The objective of the "Summer Pre-K Program" Project is to develop a preparatory summer program for incoming OUSD students entering kindergarten or transitional kindergarten with little or no preschool experience.

PROJECT SUMMARY DESCRIPTION

The scope of work for the Project includes the planning, training, coordination, and implementation of a summer preparatory program (SPK) for students entering kindergarten and transitional kindergarten.

PROJECT PAYMENT TYPE

Hours will generally be submitted on the 15th of each month, with payment occurring 2 weeks after submission (according to OUSD policy).

PROJECT DURATION

The Project will begin on January 5, 2015. The projected completion date for project design will be June 30, 2015. Implementation and coordination of SPK and Family Transition Support will then be supported by the Preschool/Kindergarten Transition Specialist/Coordinator within OUSD. Any modifications or extensions will be requested through OUSD for review and discussion.

WORK LOCATION

A work space will be provided at the Lakeview campus. Working remotely is permissible with accepted notification.

DESCRIPTION OF SERVICES

Dana Cilono agrees to provide the following services ("Services") to OUSD:

- Kickoff
 - **Project Timeline Development** - draft a project timeline with deliverables, status reports, and benchmark deadlines for review and document all activities, meetings, and trainings
- Design Phase
 - **Curriculum Design** - design and select SPK curriculum based on research, feedback, and authorization from District Articulation Meetings, Program Staff, and participating partners
 - **Pre/Post-assessment Research and Design** - research of appropriate pre- and post-program assessments. Approval from OUSD is required for assessment selection.
 - **Grant Management** - prepare and submit required documentation
- Building Phase
 - **Student Recruitment** - coordination of enrollment of all students
 - **Teacher Recruitment** – Recruit and secure credentialed teachers (Program Staff) and work with the ECE department to secure PK staffing
 - **Classroom Environment** - assess the quality of the SPK classrooms
 - **Budget Management** - manage the budget for Program Materials and Expenses. All purchases will require pre-approval from OUSD.
 - **Grant Management** - prepare and submit required documentation
- Training Phase
 - **Professional Development Training** - coordinate and facilitate professional learning for all SPK staff, coordinate four hours of family learning opportunities at each SPK site, and facilitate family workshops
 - **Family Transition Support** – work within district departments and with community-based organizations to develop an outreach and enrollment plan (including Translation Services)
 - **Grant Management** - prepare and submit required documentation
- Implementation Phase/Project Closure
 - **Program Coordination** - supervise and support all teaching staff and provide day-to-day oversight of the SPK program
 - **Assessment Data Analysis** - work with teachers to coordinate developmental screenings, as well as data analysis of pre- and post-assessments for SPK and performance review (with support from OUSD)
 - **School Readiness Passport** - implement school readiness passport for children
 - **Grant Management** - prepare and submit required documentation
- Each phase of the project will require approval from OUSD before moving on to the next stage.

DELIVERABLES

- Program curriculum
- Program scope and sequence
- Program pre- and post-assessments
- School Readiness Passports
- Program Materials Inventory
- Professional Development framework and timeline
- Family Transition Support framework and timeline
- Project timeline with benchmarks/milestones
- Meet enrollment capacity requirements and timelines
- Meet budgetary requirements and timelines
- Required grant management reports

STATUS REPORTS

Ms. Cilono shall communicate status reports on a weekly or bi-weekly basis through emailed documentation. Ms. Cilono will also meet with OUSD review staff monthly to review status reports. Reviews of deliverables and performance will be completed at 60 days and 90 days of employment.

3. PROJECT COST

FEES

Ms. Cilono and OUSD agree to the following costs associated with the successful delivery of the Project as defined in this SOW.

Consultant's fees for the Project are based on a fee structure of \$___ per hour. This rate is based on an average of ___ hours per week.

| Consultant | Role/Title | Rate | Pay Type | Units | Cost Estimate |
|-------------|--|------|----------|--|---------------|
| Dana Cilono | Pre-K/Kindergarten Transition Consultant | \$42 | Hourly | 117 days @ 7.5 hours/day = 877.5 Hours | \$36,855 |
| --- | --- | | | | |
| --- | --- | | | | |
| --- | --- | | | | |
| --- | --- | | | | |
| --- | --- | | | | |

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.

- 1) Summer PreK attendance rate will increase from average attendance from 85% to 87.5%
- 2) Coordinator who will develop sustainable systems for recruitment, professional development, assessment and program coordination as measured by google sites, toolkits, and documents created.
- 3) A student tracking system will be established when students exit summer program to assess program success in preparing students for kindergarten as measured by assessment pre/post results as well as assessments during the kindergarten year.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:
(Check all that apply.)

- | | |
|---|---|
| <input type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 - 1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 - 2. Meeting announcement for meeting in which the CSSSP modification was approved.
 - 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 - 4. Sign-in sheet for meeting in which the CSSSP modification was approved.

Dana A. Cilono

(925) 864-0583

dac5483@gmail.com

EDUCATION

2010 NYU (Steinhardt School, courses completed in Educational Theatre (w/ emphasis in ELD instruction)
2008-2009 St. Mary's College of California, Multiple Subject Teaching Credential
2004-2006 UCLA, Bachelor's Degree (Theater)
1999-2004 Los Medanos College, Associate Degree

EMPLOYMENT

2012-2014 **TK Project Manager and Teacher, Cox Academy** Kevin King 510-904-6300
While employed in this position, I served as Project Manager for the development of the transitional kindergarten (TK) program within my charter management organization (CMO). I led a team through the research, planning and development of the program. Specific tasks I was responsible for included: creating and managing a project timeline, classroom environment design, curriculum research, assessment development, student recruitment, and the development and facilitation of parent, teacher, and administrative presentations. I managed the budget and all purchases for the program. Upon completion of the project, I taught the program at my school site and remained the primary TK representative for my CMO throughout the year.

2012-2013 **Second Grade Teacher, Cox Academy** Julia Newlin 510-904-6300
I served as a part-time 2nd grade teacher in this position. It required effective communication and collaboration with my co-teacher in order to provide a consistent learning environment for our students, which supported incredible professional growth, as I needed to reflect upon and enhance my teaching practices to align with those of my co-teacher. I utilized differentiation, Tier-1 interventions, reciprocal teaching, and a leveled library to support students' ELA growth. In Math, supporting students' mastery of multiple methods and representations and facilitating "student talks" around math were primary objectives. This position required an in-depth study of the Common Core standards.

2011-2012 **First Grade Teacher, COVA** Dr. Valerie Abad 510-531-0110
The position strongly benefitted my development as a teacher, as it required that I map the CA State Standards in order to plan and develop effective lessons, assessments, targeted interventions, and an instructional framework (for Math, ELA, Science, Social Studies, Art and Drama). Piecing together elements from various ELA curricula allowed me to create a program that contained a comprehensive phonics component and rich literature-based reading and comprehension components. Devising my own assessments allowed for more formative assessing, with assessments and instruction based directly on data. The position required that I teach elective rotations to students in grades 1-8, developing my skills in effective K-8 instruction. I served as Site Mentor for a 1st year teacher during my employment, offering academic coaching, mentoring and classroom management support.

2008-2011 **First Grade Teacher, Cox Academy** Enikia Morthel 510-904-6300
I had the privilege of being employed in this position for 3 years. I served on ELD and pacing committees, creating instructional frameworks, reviewing assessments and creating program enhancements for Math and English Language Arts. I supported the creation of parent academic handbooks. I served as grade level chair for the first grade team, facilitating meetings and data analysis, overseeing instructional expectations, and reporting to administration. The experience gave me immeasurable knowledge of small-group and whole class instruction, assessment, planning, and instructional response. I satisfied my BTSA requirements during my time at EFC.

2007 **Office Manager, CISS, Inc.** Jechane Reyes 925-777-0696
In this position, I was tasked with performing the necessary administration skills to run the nonprofit organization for disabled adults. Duties included payroll, billing, faxing, marketing, scheduling and communications between programs and funding sources. A great deal of experience with developmental disabilities was gained during this position.

2007-2007 **Counselor, Ashanti House**
Ashanti House (Antioch, CA) is a group home for teenage girls who were released from the foster care system after

becoming mothers. This experience required effective skills to support teenagers suffering from physical and emotional abuse. My responsibilities included the supervision and transportation of residents and their children, as well as medicine distribution, and instruction of effective parenting strategies and independent living skills. I received on-going professional development from the Seneca Center.

2005-2006 Instructor, ArtsBridge of America

I created and taught lesson plans integrating theatrical methods and practices with California State Standards areas. This 6-month volunteer commitment took place in a 4th grade class in East LA (Shenandoah Street Elementary). Extensive training through ArtsBridge of America provided me with the instruction, classroom management, and creative skills necessary to teach in a challenging and engaging way.

1999-2001 English Comp. Tutor, Los Medanos College Le Pham Le (925) 439-2181

I instructed students in activities and exercises corresponding to state requirements for college English Composition. I worked collaboratively with college professors in order to create effective intervention programs.

TRAINING

2013-2014 OUSD TK Cohort (w/ mentor training from Claire Bainer & Gail Myers of Blue Skies Preschool)
2013 Dual Language Learner PD (Dr. Eugene Garcia & Dr. Erminda Garcia via OUSD TK Cohort)
2013 Handwriting Without Tears Program Teacher Certification (Sacramento)
2013 NAEYC "Developmentally Appropriate Practice" (DAP) Conference San Francisco
2010 MOCHA training in OCR art connections (10/1/10-10/3/10)
2009 Fluency Instruction and Text Analysis Training with Betsy Eaves
2009-2014 Math training from Prof. Phil Gonzalvez (ACCLAIM/CSU East Bay)
2009- 2011 Language Arts Instructional Training with Smart2Tel
2008 In-depth training in the Open Court Reading (SB472) and Saxon Math programs (through EFC).

ACCOMPLISHMENTS

2013 Grant for classroom furniture (Ikea of Emeryville)
2013 Grant for Balt Alpha technology cart (DonorsChoose)
2011 Grant for ELMO Document Scanner and Projector (DonorsChoose)
2010 Grant for a classroom computer received (DonorsChoose)
2010 Grant for art supplies received (DonorsChoose)
2009 Grant for a classroom library received (DonorsChoose)

SAM Search Results
List of records matching your search for :

Search Term : Dana* Cilono*
Record Status: Active

No Search Results



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | |
|---|--|--|--|-----------------------|--|
| PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022 | | CONTACT NAME: PHONE (A/C, No. Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com | | FAX (A/C, No): | |
| | | INSURER(S) AFFORDING COVERAGE | | NAIC # | |
| | | INSURER A: Hiscox Insurance Company Inc | | 10200 | |
| | | INSURER B: | | | |
| | | INSURER C: | | | |
| | | INSURER D: | | | |
| | | INSURER E: | | | |
| | | INSURER F: | | | |
| INSURED Dana Cilono 1539 Pearl St Alameda CA 94501 | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|-------------------------------------|--------------------|-------------------------|-------------------------|---|------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | N | UDC-1517167-CGL-14 | 12/01/2014 | 12/01/2015 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ S/T Gen. Agg. |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N <input type="checkbox"/> N/A | | | | PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Oakland Unified School District
Attention: Risk Management
900 High Street
Oakland, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carol Bone

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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

| | |
|----------------------|--|
| Attachment Checklist | <input checked="" type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year. |
| | <input checked="" type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years. |
| | <input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/) |
| | <input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant). |
| | <input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured. |
| | <input type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract) |

OUSD Staff Contact Emails about this contract should be sent to: (required) Renee.McMearm@ousd.k12.ca.us

Contractor Information

| | | | | | | | |
|--------------------|---|------------------|---|-------|----|-----|-------|
| Contractor Name | Dana Cilono | Agency's Contact | Dana Cilono | | | | |
| OUSD Vendor ID # | I006529 | Title | Consultant | | | | |
| Street Address | 1539 Pearl Street | City | Alameda | State | CA | Zip | 94501 |
| Telephone | (925) 864-0593 | Email (required) | dac5483@gmail.com | | | | |
| Contractor History | Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |

Compensation and Terms – Must be within the OUSD Billing Guidelines

| | | | | | |
|------------------------------|------------|----------------------------|------------|----------------|--|
| Anticipated start date | 01/05/2015 | Date work will end | 06/30/2015 | Other Expenses | |
| Pay Rate Per Hour (required) | | Number of Hours (required) | | | |

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 |
|------------|-------------------|------------|-------------|--------------|
| 9121 | OFCY | 9371140209 | 5825 | \$ 37,000.00 |
| | KIDS FIRST! Grant | | 5825 | |
| | | | 5825 | |

| | | | |
|----------------------------|----------|-----------------------|--------------|
| Requisition No. (required) | R0152924 | Total Contract Amount | \$ 37,000.00 |
|----------------------------|----------|-----------------------|--------------|

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

| | | | | | | |
|---|--|--|-----------------|-----------------|----------------|----------------|
| 1. | Administrator / Manager (Originator) | Name | Julie McCalmont | Phone | (510) 273-1576 | |
| | Site / Department | 922/Community Schools and Student Services | | | Fax | (510) 273-1501 |
| | Signature | <i>Julie McCalmont</i> | | | Date Approved | 1/14/15 |
| 2. | Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools and Student Services | | | | | |
| | <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA) | | | | | |
| | Signature | | | | Date Approved | |
| 3. | Regional Executive Officer | | | | | |
| | <input type="checkbox"/> Services described in the scope of work align with needs of department or school site | | | | | |
| | <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work | | | | | |
| 4. | Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000 | | | | | |
| | Signature | <i>[Signature]</i> | | | Date Approved | 1/16/15 |
| | Superintendent, Board of Education Signature on the legal contract | | | | | |
| Legal Required if not using standard contract | Approved | | | Denied - Reason | | |
| | Procurement | Date Received | PO Number | P1505120 | | |