

Board Office Use: Legislative File Info.	
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Introduction Date	3/14/12
Enactment Number	12-0881
Enactment Date	3-14-12 <span style="float: right;">B9</span>



# Memo

**To** Board of Education  
**From** Tony Smith, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
 (To be completed by Procurement)

3-14-12

**Subject** Agreement - Lynne Rodezno (consultant) - 910/Early Childhood Education (site/department)

**Action Requested** Ratification of an Agreement between Oakland Unified School District and Lynne Rodezno. Services to be primarily provided to 910/Early Childhood Education for the period of December 1, 2011 through June 30, 2012.

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

During the 2011-12 school year the Early Childhood department directorship will change. The consultant will work with the incoming staff to coordinate a smooth transition insuring that all essential functions of the department including State mandated compliance issues are addressed. The consultant will assist with Professional Development planning and implementation; centralized enrollment efforts through the Mayor's Education Cabinet; continue work with families to insure regular student attendance; budget development including support with RBB; provide assistance with external contract management; serve as liaison to Community Care Licensing (Department of Social Services) and the Child Development Division (State Department of Education); and assist with the planning and implementation of instructional programs that ensure that the preschool children are Kindergarten ready and that the school age program targets the standards by grade level that have the most leverage to support K-5 student achievement.

**Discussion**  
*One paragraph summary of the scope of work.*

Ratification by the Board of Education of an Agreement with Oakland Unified School District and Lynne Rodezno, San Francisco, CA, for the latter to provide assistance with the administrative transition within the Early Childhood Department to support staff as they plan, organize, control and direct programs to ensure that children are ready to enter Kindergarten as measured by the State's readiness standards; provide efficient and effective child care and development systems as determined by community needs, while offering a full range of services in a safe, healthful and nurturing environment, complement the elementary program academically in the school age Child Development Center program by targeting the standards by grade level that have most leverage, and engage, educate, and support parents in their role as advocates for their children in the public school system for the period of December 1, 2011 through June 30, 2012, in an amount not to exceed \$10,000.00.

**Recommendation** Ratification between Oakland Unified School District and Lynne Rodezno. Services to be primarily provided to 910/Early Childhood Education for the period of December 1, 2011 through June 30, 2012.

**Fiscal Impact** Funding resource name (please spell out) 6105/Child Development Principal in an amount not to exceed \$10,000.00.

- Attachments**
- Agreement
  - Scope of Work

## **AGREEMENT**

**Between**

**Oakland Unified School District**

**And**

**Lynne Rodezno for Professional Services**

This Agreement, effective as of **December 1, 2011**, is by and between the Oakland Unified School District ("OUSD"), and **Lynne Rodezno** ("Consultant").

### **1. SCOPE OF SERVICES**

Consultant will assist with the administrative transition within the Early Childhood Department to support staff as they plan, organize, control and direct programs to ensure that children are ready to enter Kindergarten as measured by the State's readiness standards; provide efficient and effective child care and development systems as determined by community needs, while offering a full range of services in a safe, healthful and nurturing environment, complement the elementary program academically in the school age Child Development Center program by targeting the standards by grade level that have most leverage, and engage, educate, and support parents in their role as advocates for their children in the public school system.

### **2. TERMS AND CONDITIONS**

2.1 **Term of Agreement.** The term of this agreement shall be December 1, 2011 to June 30, 2012 and may be extended by written agreement of both parties.

2.2 **Fees.**

Consultant fees are payable as follows:

Consultant shall be paid \$50.00 per hour.

2.3 **Notice of Termination.** OUSD may at any time terminate this Agreement upon not less thirty (30) days written notice to CONSULTANT. OUSD shall compensate CONSULTANT for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this agreement for cause should CONSULTANT fail to perform any part of this Agreement. Upon any termination of this Agreement, CONSULTANT shall immediately provide OUSD with complete and accurate copies or originals - where appropriate - of all documents in its possession belonging to OUSD. CONSULTANT further agrees to do all other things reasonably necessary to cause an orderly transition of services without detriment to the rights of OUSD.

2.4 **Choice of Laws.** This Agreement is governed by the laws of the State of California.



- 2.5 **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.
- 2.6 **Conflict of Interest.** CONSULTANT affirms to the best of her knowledge, there exists no actual or potential conflict of interest between CONSULTANT'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.
- 2.7 **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 drugs on these sites.
- 2.8 **Anti-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under this AGREEMENT, CONSULTANT 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. CONSULTANT 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.
- 2.9 **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.

### **3. AREAS OF AUTHORITY**

- 3.1 **Independent Contractor.** This is not an employment contract. CONSULTANT is an independent contractor. CONSULTANT understands and agrees that she is not an officer, employee, agent, partner, or joint venture of OUSD, and is not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 3.2 **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.

- 3.3 **Ownership of Documents.** All documents created by CONSULTANT pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONSULTANT, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the OUSD. CONSULTANT may retain a copy of all materials produced under this Agreement for its use in its business activities.
- 3.4 **Copyright/Trademark/Patent/Ownership.** CONSULTANT 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.
- 3.5 **Confidentiality.** The CONSULTANT shall maintain the confidentiality of all information and documents received that are labeled as confidential. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
4. **INDEMNIFICATION** CONSULTANT shall indemnify and save harmless the District and its officers, State Trustee, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of CONSULTANT or loss of or damage to property, arising directly or indirectly from CONSULTANT's performance of this Agreement, except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of the District and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on CONSULTANT, its agents or employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and the District's costs of investigating any claims against the District.
5. **BILLING**
- a. Bills for CONSULTANT fees and expenses must be submitted monthly and within 30 days of the end of the billing period unless otherwise agreed. Bills or invoices should be addressed to:



John Santoro, Director  
Early Childhood Education  
Oakland Unified School District  
495 Jones Avenue  
Oakland, CA 94603  
John.Santoro@ousd.k12.ca.us

- b. The District will not pay for amounts not reflected on bills or invoices.

**6. MODIFICATION OF AGREEMENT**

The parties may amend this Agreement in writing by mutual consent. Changes shall only be effective upon proper Board approval and execution of a duly authorized written amendment to this Agreement.

**7. SECTION HEADINGS**

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

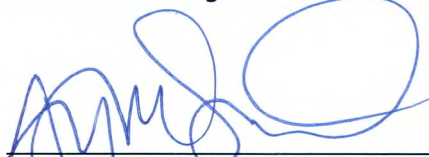
**8. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and supersedes all other oral or written provisions.

**9. SEVERABILITY**

If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Agreement on the day first mentioned above.

  
\_\_\_\_\_  
Anthony Smith, PhD, Superintendent  
Oakland Unified School District  
\_\_\_\_\_  
Lynne Rodezno  
Consultant

570-82-9882  
Federal Employer Number

  
\_\_\_\_\_  
Patsy Sader 3/15/12  
President, Board of Education  
Oakland Unified School District  
\_\_\_\_\_  
Edna Lakatun 3/15/12  
Secretary, Board of Education  
Oakland Unified School District

Approved As to Form

  
\_\_\_\_\_  
Jacqueline Minor, General Counsel

**LEGISLATIVE FILE**

File ID Number 12-0601  
Introduction Date 3-14-12  
Enactment Number 12-0881  
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EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Ratification by the Board of Education of a Agreement with Oakland Unified School District and Lynne Rodezno, San Francisco, CA, for the latter to provide assistance with the administrative transition within the Early Childhood Department to support staff as they plan, organize, control and direct programs to ensure that children are ready to enter Kindergarten as measured by the State's readiness standards; provide efficient and effective child care and development systems as determined by community needs, while offering a full range of services in a safe, healthful and nurturing environment, complement the elementary program academically in the school age Child Development Center program by targeting the standards by grade level that have most leverage, and engage, educate, and support parents in their role as advocates for their children in the public school system for the period of December 1, 2011 through June 30, 2012, in an amount not to exceed \$10,000.00.

SCOPE OF WORK

Lynne Rodezno will provide a maximum of 200.00 hours of services at a rate of \$ 50.00 per hour for a total not to exceed \$10,000.00. Services are anticipated to begin on 07/01/2011 and end on 03/31/2012.

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.

During the 2011-12 school year the Early Childhood department directorship will change. The contractor will work with the incoming staff to coordinate a smooth transition insuring that all essential functions of the department including State mandated compliance issues are addressed. The contractor will assist with Professional Development planning and implementation; centralized enrollment efforts through the Mayor's Education Cabinet; continue work with families to insure regular student attendance; budget development including support with RBB; provide assistance with external contract management; serve as liaison to Community Care Licensing (Department of Social Services) and the Child Development Division (State Department of Education); and assist with the planning and implementation of instructional programs that ensure that the preschool children are Kindergarten ready and that the school age program targets the standards by grade level that have the most leverage to support K-5 student achievement.

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.

As a result of these services:

Staff will insure that there is a well-organized transition of leadership that will keep all stakeholders focused on maintaining a quality program for the Preschool-3 grade children served in the OUSD Early Childhood Program. Students attending the OUSD Early Childhood program will enter Kindergarten ready to master the grade level standards.

Staff and support services will continue their focus on student enrollment and attendance. Through parent education and attendance monitoring staff will work with families to provide quality services and to support regular student attendance. As a result children will attend school regularly when they enter the elementary 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 Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_
  
  - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    1. Relevant page of SPSA 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 SPSA modification was approved.
    3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

## 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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
- For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact Emails about this contract should be sent to: Renee.McMearn@ousd.k12.ca.us

## Contractor Information

Contractor Name	Lynne Rodezno	Agency's Contact	same		
OUSD Vendor ID #	I005581	Title	Consultant		
Street Address	2925 Shasta Road	City	Berkeley	State	CA Zip 94708
Telephone	(415) 747-6802	Email	lynne.rodezno@ousd.k12.ca.us		
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	12/01/2011	Date work will end		Other Expenses	
Pay Rate Per Hour (required)	\$	Number of Hours		Total Contract Amount	\$ 10,000.00

## 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
6105	910 Child	9108500210	5825	\$ 10,000.00
	Development		5825	\$
	Principal-910		5825	\$
<b>Requisition No.</b>	R0203074		<b>Total Contract Amount</b>	\$ 10,000.00

## 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.epls.gov/epls/search.do>)

1.	<b>Administrator / Manager (Originator)</b>	Name	John Santoro	Phone	(510) 639-3340
	Site / Department	910/Early Childhood Education		Fax	639-4288
	Signature	<i>John Santoro</i>		Date Approved	1/27/12
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	<b>Regional Executive Officer</b>				
	<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				
	Signature			Date Approved	
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>				<input type="checkbox"/> Consultant Aggregate Under \$50,000
	Signature	<i>Maria Santos</i>		Date Approved	2-20-2012
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal Required if not using standard contract</b>	Approved	<i>John</i>	Denied - Reason		Date 2/15/12
<b>Procurement</b>	Date Received		PO Number	P1206632	

