

Board Office Use: Legislative File Info.	
File ID Number:	14-0154
Introduction Date:	02/26/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

**From:** GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

**Board Meeting Date:** 02/26/2014

**Subject:** Professional Service Contract

**Contractor:** Megan Sweet of Alameda, CA

**Services for:** 922-COMPLEMENTARY LEARNING

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Megan Sweet, Alameda, CA, for the latter to provide: Support and training for Enrollment services, projections, and other key work to include training of the new Coordinator of Enrollment, updating all documents for 2013-14 school year Enrollment Counts process and establishing the timeline, and provide support in developing projections for the 2014-15 school year; provide support to analyze data from the fifth grade survey, completed in June of 2013, and provide a presentation to the school board and cabinet of survey results; complete training of the Manager of Transitional Kindergarten, including finalization of TK policies, identification of TK classrooms for the 2014-15 school year, and complete grant reporting requirements. for the period of 07/01/2013 through 06/30/2014 in an amount not to exceed \$4,000.00.

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

Consultant will provide support and training as the new Coordinator of Enrollment transitions into the role and focus on completing projections and other key work.

**Discussion:**  
(QUANTIFY what is being purchased.)

Support and training for Enrollment services, projections, and other key work to include training of the new Coordinator of Enrollment, updating all documents for 2013-14 school year Enrollment Counts process and establishing the timeline, and provide support in developing projections for the 2014-15 school year; provide support to analyze data from the fifth grade survey, completed in June of 2013, and provide a presentation to the school board and cabinet of survey results; complete training of the Manager of Transitional Kindergarten, including finalization of TK policies, identification of TK classrooms for the 2014-15 school year, and complete grant reporting requirements.

Board Office Use: Legislative File Info.	
File ID Number:	14-0154
Introduction Date:	02/26/2014
Enactment Number:	
Enactment Date:	



**Fiscal Impact:** Funding resources below not to exceed \$4,000.00

\$300.00 TARGETED INSTR IMPROVEMNT TIIG

\$3,700.00 General Purpose-Unrestricted

**Attachments:** Professional Services Contract including Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	14-0154
Introduction Date	02/26/2014
Enactment Number	
Enactment Date	



OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Megan Sweet  
(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 07/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Four Thousand Dollars (\$4,000.00) [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: No Reimbursements.

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:* NONE, which shall not exceed a total cost of \$0.00.
- 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: CURTISS SARIKEY  
Site /Dept.: 922-COMPLEMENTARY LEARNING  
Address: 746 Grand Avenue  
Oakland, CA 94610  
Phone: 510-273-1575

**CONTRACTOR:**

Name: Megan Sweet  
Title: Owner  
Address: 613 Willow St, Unit B  
Alameda, CA 94501  
Phone: 510-205-0524

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.) 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.



Professional Services Contract

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 OUSD policies, 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.

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.epls.gov/eplis/search.do)
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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
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.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS
[ ] President, Board of Education
[X] Superintendent or Designee

10/03/2013
Date

Secretary, Board of Education

Date

CONTRACTOR

Megan Sweet
Contractor eSignature
01/24/2014
Date

Megan Sweet, Owner
Print Name, Title







***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 922-COMPLEMENTARY LEARNING**

**Principal / Department Head: CURTISS SARIKEY**

**Contractor Name: Megan Sweet**

**Business Name: Megan Sweet**

**Contract Type: Standard**

**Anticipated Start Date: 07/01/2013**

**Contract End Date: 06/30/2014**

**Rate Type: FLAT**

**Contract Amount: \$4,000.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: WAIVED**

**Waiver-Reduction Type: WAIVED**

**Other Reduction Amount:**

**Approval Date: 09/06/2013**

**Approved by Deputy Superintendent**

**Billing Waiver Status: Approved**

**Approval Date: 09/30/2013**

**Fingerprint Waiver Status: Approved**

**Approval Date: 09/30/2013**

**TB Test Waiver Status: Approved**

**Approval Date: 09/30/2013**

Megan Sweet  
613 Willow St, Unit B  
Alameda, CA 94501  
(510) 205-0524  
megansweet@hotmail.com

## EDUCATION

---

- 2008 Ed D. **Mills College**, Educational Leadership. Tier 1 Administrative Credential. Dissertation: How do Principals in Oakland Unified School District Staff Schools with Highly Effective Teachers, and what Mechanisms are in Place in the School District to Support Principals in that Process?
- 1995 M.Ed. **Stanford University**, Secondary School teaching credential in Social Studies. Supplemental authorization in Secondary English, and Multiple Subject instruction.
- 1994 B.A. **University of California at Davis**, History major, English minor.

## LEADERSHIP EXPERIENCE

---

- 2011—present Coordinator, School Portfolio Management, Oakland Unified School District, Oakland, CA. Manage the District's annual cycles for Enrollment Counts and Projections, including development of collection and reporting tools; systems for site support; leadership in the District's annual consolidation process; cross-departmental evaluation of enrollment data; and dissemination of reports related to enrollment to schools, regional directors, and the superintendent. Program and site-specific analysis of opportunity maps, enrollment patterns, and research to support site planning and to inform district decision-making. This includes development of policy recommendations for identification of potential sites for grade level expansion and location of bilingual and dual-immersion programs, feedback on school boundary changes and enrollment policies, and site-specific program redesign. Manage and develop a system to evaluate schools for expanding grade level development, coordinate cross-district departmental support for the sites with expanding grade levels, develop and provide intensive coaching and professional development to site teams to plan for and implement grade level expansions, and conduct a review of, and refinements to, the process for grade level expansion. Develop research-based and district-specific method for evaluating the effectiveness of sites on shared campuses inclusive of senior district leadership, site and community feedback to the process. Oversee the development of the District's Transitional Kindergarten program, including supervision of staff, analysis of district enrollment trends and facility capacity, and leadership of a cross-departmental task force to develop district policy for Transitional Kindergarten. Project management for facilities improvements at select sites including coordination of facilities enhancements at expanding grade level sites. Coordinate development of the policy, plan, and actual move of teachers, furniture, and supplies resulting from five school closures.

- 2010—2011 Director of Middle School Development, School Innovation Partner, Partners in School Innovation, San Francisco, CA.  
Director: Oversee development of Partners in School Innovation’s approach to school reform for middle grades, including writing a meta-analysis of research in middle grades reform, developing case studies of Partners’ program implementation in two middle schools, adapting tools and the program approach for the middle grades context, providing support to staff working in middle schools, and coordinating the middle grades work across the organization.  
School Innovation Partner: Provide ongoing coaching for principals, site-based coaches, and teacher-leaders on a results-oriented approach geared towards transforming instruction and sustaining results. This approach includes supporting schools to develop a vision and to establish school-wide goals for student achievement; determining a theory of action for reaching goals that includes a professional learning plan for teacher development, implementing a system for monitoring implementation and measuring outcomes, and using student achievement data and teacher practice data; and adjusting the school’s approach to implementation through a cycle of inquiry.
- 2008—2010 Program Manager, After School Education, California After School Resource Center, Hayward, CA. Research, analyze, summarize and coordinate distribution of documents, research, policies and other after school management and curriculum resources; assist the state after school program office to provide technical assistance to regional leads, after school leaders, site managers, and community-based organizations; prepare after school education curriculum information for print and Web-based statewide distribution and access; coordinate evaluation, development, and dissemination of curriculum for a statewide circulating library; and provide relevant presentations to after school program leaders throughout California.
- 2007—2008 Assistant Principal, Whittier/Greenleaf Elementary School, Oakland, CA. Supervise staff, oversee student discipline, collaborate with parents and community, participate on the new school development team, and other tasks required to manage the school. Specific duties include coordination of the after school program, management of the school’s Second Step program, ordering of all the schools’ academic and facility materials, balancing budget related to ordering, and participating in strategic planning related to school-wide budget and academic focus.

## TEACHING EXPERIENCE

---

Eight years of middle school teaching experience in varied educational settings, including Special Education, English as a Second Language, special day classes, core courses, and in schools that serve students from diverse racial and socio-economic backgrounds.

## RESEARCH EXPERIENCE

---

- 2005—2008 Graduate Student, Mills College, Oakland, CA. Develop research-based interview protocols, conduct interviews, and compile quantitative and qualitative data related to teacher quality and distribution, teacher attrition rates, and student academic performance in Oakland Unified School District. Evaluate the district's budgetary intervention program, Results Based Budgeting, through a literature review and interviews.
- 2005 Visiting Scholar, Bunkyo Gakuin University, Tokyo, Japan. Conduct interviews and research related to the country's educational finance system, provide a lecture that compared American and Japanese education systems, and publish a paper on that topic in Bunkyo Gakuin University's annual review.
- 2005 Student Intern, California Department of Education, Sacramento, CA. Compile and edit all of the information to be published in the State Education Budget Summary for 2005-06. Create a spreadsheet tracking Proposition 98 funding from the proposition's creation through 2005.
- 2004 Teaching Assistant, Mills College, Oakland, CA. Gather research regarding the impact of teacher-generated Websites on the developing concepts of "effective teaching" by student teachers.

## PRESENTATIONS AND LECTURES

---

- Mellone (Sweet), Megan and Zamora, Nora (2008). "Wheel of CASRC Resources," California School Age Consortium (CalSAC) after school conference.
- Mellone (Sweet), Megan (2008-09). "Making the Most of Math in After School," Region Two Stepping up the Plate Conference, Region Five Conference, Beyond the School Hours National Conference.

## ACTIVITIES

---

- 2009—2011 Teach Tomorrow in Oakland Advisory Board, participate in the governing body that supports Oakland Unified School District's (OUSD) efforts to develop local teaching talent for OUSD's schools.
- 2008—2010 City of Oakland Educational Task Force, Policy Committee. Prepare information on the connection between policies and organizational change to inform the City of Oakland's educational reform efforts.
- 1996—present Student, Aikido, working towards third-degree black belt. Responsibilities include leading classes for children and adults, participating in numerous martial arts demonstrations, and founding a new school in Davis, CA.

## REFERENCES

---

Vernon Hal, Deputy Superintendent, Business Services and Operations, Oakland Unified School District

2111 International Blvd, Oakland, CA 94606 (510) 434-7790

David Montes de Oca, Executive Director, Quality Community Schools Development, Oakland Unified School District

4551 Steele St, Oakland, CA 94619, (510) 757-4896

Denise Saddler, Director of Transitions, Quality Community Schools Development, Oakland Unified School District

4551 Steele St, Oakland, CA 94619, (510) 544-9137

Diane Ketelle, Professor of Education, Mills College

5000 MacArthur Blvd, Oakland, CA 94613, (510) 430-2189