

Board Office Use: Legislative File Info.	
File ID Number	14-1275
Introduction Date	6/25/14
Enactment Number	14-1222
Enactment Date	6/25/14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
Gary Yee Ed.D., Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date _____
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
Kara deKernian Oakland CA (Contractor, City/State) -
Sequoia 151 (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Kara deKernian. Services to be primarily provided to Sequoia 151 for the period of 01/16/2014 through 06/12/2014, in an amount not to exceed \$ 5,000.00.

Background Additional hours of service needed to meet student learning demands.
A one paragraph explanation of why an amendment is needed.

Discussion Contractor will provide an additional 125 hours of reading intervention consultation with teachers and below basic students.
One paragraph summary of the amended scope of work.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Kara deKernian. Services to be primarily provided to Sequoia 151 for the period of _____ through 06/12/2014, in an amount not to exceed \$ 5,000.00.

Fiscal Impact Funding resource name (please spell out) Title One
not to exceed \$ 5,000.00

Attachments

- Contract Amendment
- Copy of original contract

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools. Thriving Students.

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Kara deKernian (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 01/16, 20 14, and the parties agree to amend that Agreement as follows:

1. Services: The scope of work has changed. ONLY the funding source has changed.
If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. **OR,** The CONTRACTOR agrees to provide the following amended services:
 an additional 125 hours of reading intervention consultation services

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

3. Compensation: The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 5,000.00 to original contract amount
 Decrease of \$ _____ to original contract amount
 and the new contract total is _____ dollars (\$23,283.00)

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

5. Amendment History:

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Maria Dunton
 President, Board of Education
 Superintendent or Designee
Edgar Rakestraw, Jr.
 Secretary
 Board of Education

5-30-14
 Date
6/26/14
 Date

Kara deKernian
 Contractor Signature
3.20.14
 Date
KARA DEKERNIAN, READING CONSULTANT
 Print Name, Title

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.

Contractor will provide an additional 125 hours of reading intervention consultation with teachers and below basic students.

SCOPE OF WORK

Kara deKernian will provide a maximum of 125.00 hours of services at a rate of \$40.00 per hour for a total not to exceed \$5,000.00. Services are anticipated to begin on 01/16/2014 and end on 06/12/2014.

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.

Consultant Kara deKernian will provide reading intervention consultation services to teachers and below basic students in grades 2 and 3. Using assessment data, consultant will work with teachers to design appropriate instruction and will monitor student progress regularly.

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 having reading difficulties remediated, students will experience greater success in the classroom. They will graduate on time with their class and will make a smooth transition to higher education and the workforce. Their attendance will increase, as they are no longer struggling in the classroom. As a result of increased school attendance, any underlying health conditions will be caught and referred for treatment.

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.
-

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: _____
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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.
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-

**Sequoia Elementary School
School Site Committee
March 4, 2014
6 – 7 pm**

Community Norms:

- Start and End on Time
- Keep students at the center of the discussion
- Assume positive intent
- Be mindful of air time
- Tell the truth (without blame or judgment)
- Work toward solutions within our possibilities

Time Keeper: Barbara Schmidt

Notes: Joe Hayes

Process Checker: Tontra Love

Overall Goals and Objectives:

1. Funding approvals

Topic	Outcome	Time	Facilitator
Agenda Overview, Roles, and Community Agreements	Review agenda, goals, and norms Whip around introductions	6:00 5 min	Sean/Sonja
Approve minutes	Review and approve minutes	6:05 5 min	Sean/Sonja
Funding Allocations	Approve funding for 2013-14 \$11,759 in Title 1	6:10 10 min	Katia
Funding Allocations	Approve funding for 2014-15	6:20 35 min	Katia
Reflections Closing	Appreciations	6:55	Sean/Sonja

In attendance were: Sean Cavanaugh, Tontra Love, Martin Bond, Adrian Goldstein, Shaless Peoples, Katia Hazen, Joe Hayes, Betty Olson-Jones, Barbara Schmidt

Agenda Overview, Roles, and Community Agreements

Sean Cavanaugh brought the meeting to order at 6:10 and we reviewed the agenda and reviewed the community norms in silence.

Approve minutes

Minutes from last time: Is this from January, or from the CSSSP mini-retreat? January. Any corrections needed to the January minutes? Hearing none, the minutes stand approved.

Funding Allocations Approve funding for 2013-14: \$11,759 in Title 1 (Refer to blue table)

I'm proposing we use the balance of the midyear adjustment (\$6,259.76) for paying supplies from EBAC.

Q: The \$500 is ...?

A: I want to *add* this amount to what Jamie is receiving, for example. This is money that's currently unallocated from our current budget, plus \$5,500 from the midyear adjustment.

Q: Jamie Keller does what?

A: Upper grade reading intervention.

Katia: Any discussion around this? There are obviously competing uses for this money... So let's discuss this proposal

SC: Seems like it's a carry-on convo from last year re: the importance of having money to pay ahead, in case of a shortfall. I think this is a good use of the funds.

B O-J: I move we approve your proposal for the use of these funds.

MB: Second.

SC: All in favor?

Motion **passes** unanimously.

Funding Allocations: Approve funding for 2014-15

Thinking about programmatic uses for money, using resources more strategically. There are currently activities that *interrupt* instruction; we'll work on that for next year.

For next year: fully funded for 16 teachers.

2 additional noon supervisors, for 3 days a week.

AmeriCorps volunteers on the yard with the lower grades 4 days/week.

Q: On the funds we're talking about tonight (refer to second table, starting from the bottom), can you take us through these?

AFTER SCHOOL LEARNING&SAFEHOOD(6010) – Healthy Start: this is about 100 kids.

Q: Are these categorical funds? That is, acknowledging that the distinction is becoming obsolete, are these funds currently restricted in their use?

A: Yes.

BS: I'd like to see the possibility of augmented human connection. The Common Core has been helpful, but can be reinforced with the availability

AG: SHS is awesome. But there's a definite need for before-care. Also, that we have two programs, one with an income limit and one w/o, is disturbing to me. Also, there's a capacity constraint – communication has not always been clear about who's eligible. We start with off-site programs, people stick with it – our community would be better served if we had an on-site aftercare program that was available to everyone (*and* before-care), that was just one program, that everyone knew about.

KH: This aftercare program is considered an *academic intervention*, so it's really supposed to be targeted at those who need it most first, then opened up to a more general population. The intent of those funds is not just childcare – that's why the attendance requirement exists. There's formal instruction, w/writing units, etc.

Can we bring this up for next time, including the before-care question?

AG: I'm disturbed that, looking at the two aftercare programs, it's not a random selection into each, racially, economically, etc.

TL: Reka and I have discussed this. There could be a different program; it wouldn't be backed by EBAC, though, and they'd lose that funding. (Different program for TK and K, but couldn't integrate all grades that way.) Reka has discussed a before-care program, but it would be fee-based.

AG: But even just yard supervision starting at 8:00? I know that's not before-care, but...

SC: Continuing up the items in the second table...refreshments for incenting parent participation for meetings (Title I).

KH: We've traditionally allocated the entire amount for meeting refreshments.

EIA/LEP: Traditionally allocated the entire amount for Kristin Papania's work. Again, these are restricted funds.

SC: How many kids is this?

KH: About 17-18% of Sequoia's total enrollment are English Language Learners, so between 60-75 students.

KH: EIA/SCE: These are not restricted funds. See that \$10,000 allocated for copier maintenance.

Katia displayed the RTI (response to intervention) pyramid, showing that 85% of kids respond to the standard curriculum. Above that, 10% of kids require more intensive intervention and another 5% require intensive attention. I'd like to shift a little more resources into teacher coaching: interpreting and responding to the results that you're getting.

Kara deKernion has been amazing in this regard, gone above and beyond. This is an example of a really effective intervention.

Title I: The \$28,000 for Heroes would include the training and management of conflict managers. Put the balance towards Kara – this is unlikely to fully fund her for the year, but I'd be looking for other supplemental funds

MB: which of these items can we discuss (in terms of flexibility of spending choices)?

KH: The top two. The restrictions on Title I are that these funds must supplement, not supplant, etc. It's not just supervision: the intent is towards mentoring and leadership, teaching kids social skills that show them how to be good winners and losers.

AG: Every year, we acknowledge what the problems are with the current system, w/o really resolving these problems.

BS: It's time to take a vote on this. Can we put the wish list off until next week?

KH: Yes.

TL: Can we add Reka's concerns [allocating extra funds for intervention time during afterschool hours, or hiring someone to do pullouts with students during afterschool hours] for next week as well?

KH: Yes.

TL: Do we have to take a vote tonight, then?

KH: Yes; I need to take this in with the budget tomorrow.

BS: Motion that we pass the budget for 2014-15 as it reads here, with the five items outlined in the second table below.

BO-J: Seconded.

SC: All in favor?

Motion **passes** unanimously.

Reflections/Closing

Thanks to Martin for winning us dinner at the CSSSP mini-retreat last Wednesday!

SC: Motion to adjourn?

BS: Seconded.

Meeting was adjourned by unanimous vote.

•Next SSC meeting April 1, 2014, 6 – 7 pm

2013-14 Funds		
Title I(3010)	Mid year adjustment	7,852.63
		1,592.87 to Consultants (Kara de Kernion Reading Intervention and Writing Coaching) Object code 5825 Total of 5,500 in Consultants (5,000 to Kara, 500 to Jamie Keller to fully fund each for 2013-14) 6,259.76 Balance to Supplies for Core Values Program from EBAC. Object code 4310

2014-15 Funds		
Title I(3010)	44,071.18	28,000 Heroes 16,071.18 Reading Intervention and Teacher Coaching (KdK)
EIA/SCE	50,691	40,691 Reading Intervention and Teacher Coaching for ELA. Object code 5825 \$22,691 KP \$18,000 JK 10,000 Copier Maintenance. Object code 5610
EIA/LEP	24,401	To ELD Consultant for small group instruction (KP)
Title I - Parent Participation(3010)	1,045.78	To Meeting Refreshments
AFTER SCHOOL LEARNING&SAFEHOOD(6010)	96,955.18	To Afterschool Program

Wish list:

- ST Math, online visual-based math instruction for k-5. Cost: \$41,000 for year 1 (including PD), \$3,700/year thereafter. <http://web.stmath.com/>
- .8 STIP Sub: \$30,000

Other Funding Plans:

- EBAC: \$3,740.24 (Balance of \$10,500 due for Americorps)
- Social Work Interns: \$14,000

Board Office Use: Legislative File Info.	
File ID Number:	14-0663
Introduction Date:	05/14/2014
Enactment Number:	14-0754
Enactment Date:	5-14-14



OAKLAND UNIFIED
SCHOOL DISTRICT

Learning by example. Inspiring students.

Memo

To: Board of Education

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

Board Meeting Date: 05/14/2014

Subject: Professional Service Contract

Contractor: Kara deKernion of Oakland, CA

Services for: 151-SEQUOIA

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Kara deKernion, Oakland, CA, for the latter to provide: Consultant will provide services in the form of teacher consultation during Professional Learning Communities, model lessons and individual meetings to ensure effective literacy practices aligned to Common Core State Standards. Consultant will gather individualized assessment information on each student and work with teachers to design effective lessons and interventions where necessary, for the period of 01/16/2014 through 06/13/2014 in an amount not to exceed \$18,280.00.

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

Sequoia is implementing a new writing curriculum and is also committed to addressing the achievement gap that exists for students who are not proficient readers and writers.

Discussion:
(QUANTIFY what is being purchased.)

Consultant will provide services in the form of teacher consultation during Professional Learning Communities, model lessons and individual meetings to ensure effective literacy practices aligned to Common Core State Standards. Consultant will gather individualized assessment information on each student and work with teachers to design effective lessons and interventions where necessary.

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OAKLAND UNIFIED
SCHOOL DISTRICT

Learning. Growing. Thriving. Together.

Fiscal Impact: Funding resources below not to exceed \$18,283.00

\$18,283.00 IASA-I BASIC GRANTS LOW INCOME

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: Legislative File Info.	
File ID Number	14-0663
Introduction Date	05/14/2014
Enactment Number	14-0754
Enactment Date	5-14-14



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

Kara deKernion

This Agreement is entered into between _____ (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 01/16/2014, 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 06/13/2014.

- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eighteen thousand two hundred eighty Dollars (\$18,280.00) [per fiscal year], at an hourly billing rate not to exceed \$80.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

Professional Services Contract

OUSD Representative:

Name: KATHLEEN HAZEN
Site /Dept.: 151-SEQUOIA
Address: 3730 Lincoln Ave
Oakland, CA 94602
Phone: 510-531-6696

CONTRACTOR:

Name: Kara deKernion
Title: Owner
Address: 2432 Burlington St
Oakland, CA 94602
Phone: 510-336-9875

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

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 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:** CONTRACTOR will adhere to the following staff requirements and 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.

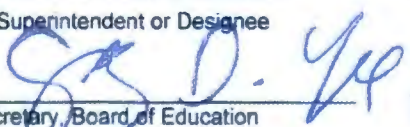
In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire,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

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 02/21/2014
 President, Board of Education Date
 Superintendent or Designee

 Secretary, Board of Education 5-15-14
Date

CONTRACTOR

Kara deKernion 02/26/2014
 Contractor eSignature Date
 Kara deKernion, Owner
 Print Name, Title

File ID Number: 14-0663
 Introduction Date: 5-14-14
 Enactment Number: 14-0259
 Enactment Date: 5-14-14
 By:

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.

Consultant will provide services in the form of teacher consultation during Professional Learning Communities, model lessons and individual meetings to ensure effective literacy practices aligned to Common Core State Standards. Consultant will gather individualized assessment information on each student and work with teachers to design effective lessons and interventions where necessary.

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.

Consultant will meet regularly with teachers to guide implementation of new writing program and to monitor reading intervention. Students will be able to access the core curriculum through differentiated instruction and progress in their reading and writing proficiency. Entry assessments will be used to measure growth and criteria for exit from the intervention program will be established. Student participants will make greater than average progress in their reading levels and show greater than average improvement in their writing scores.

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

- | | |
|---|---|
| <input checked="" 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(s): 151SQI1ASQI1B6061

- 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.



ContractsOnline: Contract Waiver Summary

Site Number-Name: 151-SEQUOIA

Principal / Department Head: KATHLEEN HAZEN

Contractor Name: Kara deKernion

Business Name: Kara deKernion

Contract Type: Standard

Anticipated Start Date: 01/16/2014

Contract End Date: 06/13/2014

Rate Type: HOURLY

Contract Amount: \$18,280.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: NA

Waiver-Reduction Type: \$1,000,000 Required

Other Reduction Amount: NA

Approval Date:

Approved by Deputy Superintendent

Billing Waiver Status: NA

Approval Date:

Fingerprint Waiver Status: NA

Approval Date:

TB Test Waiver Status: NA

Approval Date:

Kara deKernion
2432 Burlington Street
Oakland, California 94602
510.336.9875

EDUCATION

2001 Auckland College of Education
Tai Tokerau Reading Recovery Center

New Zealand

1997 Columbia University Teachers College
Master of Arts, Curriculum and Teaching
Intern of the Professional Development School

New York, New York

1993 Emory University
Bachelor of Arts, International Studies

Atlanta, Georgia

CREDENTIALS

State of California Teaching Credential
Reading Recovery Certification

PROFESSIONAL EXPERIENCE

2002-2004 Walnut Heights Elementary School, Walnut Creek, California
kindergarten teacher/ Reading Recovery teacher

- Taught extended day kindergarten
- Taught Reading Recovery to struggling first graders after school
- Designed and was awarded a CTAG (County Technology Academy Grant) grant to use technology in Shared Reading Instruction

2001-2002 Paihia Primary School, Paihia, New Zealand

Reading Recovery Teacher-in-Training and k/1/2 literacy teacher/researcher

- Taught Reading Recovery for two hours (4 children) daily
- Participated in training sessions with a Reading Recovery instructor
- Administered a Ministry of Education-funded literacy study
- Taught reading and writing at the junior primary level (k,1,2)
- Assessed the junior primary school using a battery of literacy tests

1998-2000 Tom Bradley Environmental Science and Humanities Charter Magnet School, Los Angeles, California- *Third Grade teacher and Healthy Start teacher representative*

- Taught third grade students standards-based curriculum across subjects
- Taught a conceptually-based, manipulative-rich mathematics curriculum

- Taught hands-on science using Scientific Method and discovery methods
- Facilitated Reading and Writing Workshops along with mandated reading curriculum
- Was a member of the School Success Team which met twice weekly

1997-1998 Strauss Magnet School of Science/ Public School 199, New York, NY
Teacher of third and fourth grade multi-age class

- Designed and taught curriculum for a heterogeneous group of students ranging from gifted to learning disabled, to physically challenged
- Taught reading and writing using a workshop model
- Taught a multi-age mathematics curriculum, *Investigations*, which focused on conceptual understandings of mathematics
- Designed and taught inquiry-based social studies and hands-on science

1996-1997 William T. Sherman School/Public School 87, New York, New York
Student teacher/ intern of the Professional Development School

- student-taught one semester in 4th grade and a second semester in first
- as an intern of the Professional Development School at Teachers College, collaborated with professors and colleagues on the importance of seeing theory meet practice, and vice-versa, through classroom-based teacher research and academic discussion

1995-1996 The Village School, Pacific Palisades, California
Teaching Assistant, kindergarten

- Assisted in teaching in two kindergarten classrooms
- Collaborated with teachers to develop weekly mathematics, reading, writing, and multi-cultural activities

1994-10/1995 World Teach Namibia, Harvard Institute for International
 Development, Stampriet, Namibia, Africa – *Volunteer Teacher, Saint Conrad Primary School*

- Designed and implemented curricula for fifth, sixth and seventh grades in ESL and science
- Acted as fifth grade teacher for my second year teaching English, math, history, geography and science and fundraised for first-ever field trips
- Acted as an English Resource Teacher for colleagues offering weekly classes
- Founded a library at the Saint Conrad Catholic Mission, comprised of both juvenile and adult literature

ADDITIONAL PROFESSIONAL DEVELOPMENT

2003-2004 Co-created and implemented a \$25,000 technology grant which introduced technology into kindergarten shared reading in order to more explicitly teach reading strategies

2002 Attended the week-long Summer Reading Institute at the Teachers College Reading and Writing Project

1997-1998 Participated in the New York Philharmonic School Partnership Program

1998 Member of a professional focus group for Time Inc.'s *Time for Kids* publication

1998 Piloted *Insights* science module: a hands-on electricity curriculum

1997-1998 Participated in many workshops and conferences with Teachers College Reading a Writing Project at Columbia University

1996-1997 During graduate studies, held a Professional Development School Internship



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MAY 27 2014

AMENDMENT ROUTING FORM **2013-2014**
PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

Directions

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

- Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work has changed. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
- OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<input checked="" type="checkbox"/> Contract amendment packet including Board Memo and Amendment Form
	<input checked="" type="checkbox"/> Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
	<input checked="" type="checkbox"/> A Board Approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (Required) Katia.hazen@ousd.k12.ca.us

Contractor Information

Contractor Name	Kara deKernian	Agency's Contact	Kara deKernian				
OUSD Vendor ID #	1006145	Title					
Street Address	2432 Burlington Street	City	Oakland	State	CA	Zip	94602
Telephone	(510) 336-9875	Email	kara@sellman.net				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 18,283.00	Original PO Number	P1405698			
Amended Amount	\$ 5,000.00	New Requisition #	R0410286			
New Total Contract Amount	\$ 23,283.00	Start Date	01/16/2014	End Date	06/12/2014	
Pay Rate Per Hour (Required)	40.00	Number of Hours (Required)	125.00			

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
3010	Title 1	1514850101	5825	\$ 5,000.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

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

1.	Site Administrator or Manager	Name	Katia Hazen	Phone	5316696	Fax	5316611
	Site / Department	Sequoia 151					
2.	Signature					Date Approved	3-20-14
	Resource Manager , if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships	Signature					Date Approved
3.	Signature					Date Approved	5/27/14
	Regional or Executive Officer	Signature					Date Approved
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature					Date Approved	5-30-14
5.	Superintendent or Board of Education	Signature on the legal contract					
Legal	Required if not using standard contract	Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number	P1405698		