

Board Office Use: Legislative File Info.	
File ID Number	15-0088
Introduction Date	2-11-15
Enactment Number	15-0226
Enactment Date	2/11/15 EQ



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

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

Subject Professional Services Contract - Moira DeNike Consulting
- 922/ Community Schools Student Services (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Moira DeNike Consulting. Services to be primarily provided to 922/ Community Schools Student Services for the period of 11/03/2014 through 06/30/2015.

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

The purpose of the consultant work as the TUPE 6-12 Consultant is to evaluate and provide support for the prevention, reduction, and elimination of tobacco and marijuana use with health education strategies that are designed to support school sites in their efforts to improve attendance rates thus reducing drop-out rates and truancy in support of a college-going culture.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Services Contract between the District and Moira De Nike, San Francisco, CA, for the latter to provide: 80 hours of evaluation services for the Tobacco Usage Prevention Education 6-12 Guidance Program (TUPE 6-12). Consultant will report on the effectiveness of: The Tobacco Awareness Sessions; Tobacco Peer Education Classes; Tobacco Cessation, and The Tobacco Peer Educators Program Experience. Consultant will meet with TUPE Program Specialist five times annually and will write final CDE TUPE evaluation report for the period of 11/03/2014 through June 30, 2015 in an amount not to exceed \$8,000.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Moira DeNike Consulting. Services to be primarily provided to 922/ Community Schools Student Services for the period of 11/03/2014 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) TUPE Support
not to exceed \$ 8,000.00

Attachments

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

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Moira DeNike Consulting (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 11/03/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 06/30/2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eight Thousand Dollars (\$ 8,000.00) [per fiscal year], at an hourly billing rate not to exceed \$ 100.00 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 Reimbursement.

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.

5. CONTRACTOR Qualifications / Performance of Services:

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

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

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

Professional Services Contract

OUSD Representative:

Name: Robert Dousa
Site /Dept.: 922/ Community Schools Student Services
Address: 746 Grand Avenue, Room 15
Oakland, CA 94610
Phone: 510-273-1592
Email: robert.dousa@ousd.k12.ca.us

CONTRACTOR:

Name: Moira DeNike
Title: Owner
Address: 2 Mizpah Street
San Francisco CA 94131
Phone: 415-368-5343
Email: moira@moiradenike.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

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

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

OR

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

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

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

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

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

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, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

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

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

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

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

CONTRACTOR

[Signature]
Digitally signed by Moira DeNike
Date: 2014.11.17 12:14:32 -08'00'
Contractor Signature
Moira DeNike Owner
Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

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By: [Signature]

EXHIBIT "A" SCOPE OF WORK

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

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

The consultant will develop, with the approval of the Program Specialist, the evaluation design for grant. Consultant will create and distribute project reporting forms for all aspects of the program. Consultant will devise student survey form for quit and awareness groups and the year end student survey. Consultant will input all reporting forms for analysis and send out a monthly report/update to Program Specialist.

The purpose of the consultant work as the TUPE 6-12 Consultant is to evaluate and provide support for the prevention, reduction, and elimination of tobacco and marijuana use with health education strategies that are designed to support school sites in their efforts to improve attendance rates thus reducing drop-out rates and truancy in support of a college-going culture.

Professional Services Contract

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.**

The purpose of the consultant work as the TUPE 6-12 Consultant is to evaluate and provide support for the prevention reduction, and elimination of tobacco and marijuana use with health education strategies that are designed to support school sites in their efforts to improve attendance rates thus reducing drop-out rates and truancy in support of a college-going culture.

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

- | | |
|---|---|
| <input type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input 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: Not Applicable
- 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.

MOIRA DENIKE, PH.D.

2 MIZPAH STREET, SAN FRANCISCO, CA 94131
(415) 368-5343 moira@moiradenike.com

Education

2005 Ph.D. in Sociology, University of Hawaii at Manoa
1997 MA in Sociology University of Hawaii at Manoa
1990 BA in Sociology University of California at Santa Cruz with Honors
1986 HS Diploma McAteer High School/ San Francisco School of the Arts *Cum Laude*

Teaching Experience

Lecturer, Universitat Bochum,

International Master's in Criminology program – Principles of Empirical Research
Methods Module (overview of social research and analysis)
Program Chair: Uwe Ewald May 2011 – Present

Instructor, San Francisco State University

Department of Criminal Justice Studies – Research Methods; Jails and Prisons
Department Chair: Michael Musheno, Ph.D. January 2005 – Present

Instructor, University of Hawaii at Manoa:

Sociology Department – Juvenile Delinquency and Justice
Department Chair: Eldon Wegner, Ph.D. August – December 2000

Teaching Assistant, University of Hawaii at Manoa:

Introduction to Sociology, Drugs and Society, Medical Sociology
Graduate Chair: Patricia Steihnoff, Ph.D. August 1995 – May 1996

Research, Evaluation and Writing Employment

Moira DeNike Consulting: Grant and Evaluation Consultant

Grant proposals, program evaluation, planning and research for non-profits, government agencies, foundations, and school districts

Criminal Justice:

- o Needs Assessment of AB109 jail population changes in Santa Clara County
- o Analysis of patterns of incarceration for Washoe County Jail, considering gender, race, type of charge, and release type
- o San Mateo County's successful application to SAMHSA for a gender-specific Juvenile Drug Court Expansion (with RDA)
- o Project to support strategic relationship building between San Francisco Juvenile Probation Department and its community partners
- o Evaluation of Measure Y, Oakland's city-wide violence prevention and intervention initiative, focused on services for victims of violence (with RDA)
- o Evaluation of program serving the children of incarcerated parents (with RDA)
- o Multiple-regression analysis for Supported Living Program outcomes on successful prisoner re-entry for the Center on Juvenile and Criminal Justice
- o Grant and planning support to the Center on Juvenile and Criminal Justice

Behavioral Health:

- Evaluation of California Department of Health Services effort to increase access of domestic violence clients with mental illness and/or substance abuse issues to shelters by making them more trauma-informed
- Grantwriting and evaluation support to the California Center of Excellence for Trauma-Informed Care
- Performance review of Fresno County Department of Behavioral Health in preparation for MHSAs Innovations planning (with RDA)
- Best practice research, grant applications and program material production for Family Service Agency of San Francisco to support behavioral health programs including the PREP early psychosis program (featured on PBS's The News Hour)
- Custom instrument design for mental health program in Oakland with Asian Pacific Psychological Services addressing culturally-specific mental health manifestations
- Co-writing of the Washington State's Mental Health Transformation Incentive Grant (SAMHSA), one of only six proposals accepted nation-wide (with RDA)
- Consultation with the San Francisco Department of Public Health on Prop 63 Mental Health Services Act planning and three-year plan for full-service partnerships, outreach and system development, and authored the education and training proposal (with RDA)

Youth Development and School-Based Services:

- Comprehensive evaluation of the San Francisco Beacon Initiative community school and youth development program serving over 11,000 annually
- Cost-benefit analysis of Oakland Elev8 community schools model
- Consultation with the California Endowment, including best practice research and project management for the Positive School Discipline initiative
- Custom evaluation tool development project for San Francisco Department of Children Youth and their Families to assess point of service quality – includes training for inter-rater reliability (with Public Profit)
- Evaluation of Community Educational Services' classroom youth empowerment program REAL and health education program Galileo Health Academy (multiple years)
- Evaluation of Citizen Film youth filmmaking project (multiple years)
- Conceptual evaluation development for No Bully school-based anti-bullying program
- Several million dollars in grants for Pajaro Valley Unified School District's model out of school time programs
- San Francisco's Beacon Initiative workforce-development study (with RDA)
- Logic modeling, instrument and evaluation design for ROOTS program serving the children of incarcerated parents (with RDA)

References Provided Upon Request

May 2002 – Present

Evaluator, Hatchuel Tabernik and Associates, Inc.

- Collaborated with multiple school-based services programs with data collection, instrument development, data analysis and report writing
- Oversaw and conducted program evaluation research, analysis and write-up
- Ran and analyzed focus groups for Bay Area-wide CNYD literacy program
- Analyzed effectiveness of GRIP gang prevention program in Oakland using both qualitative and quantitative data

Principals: Dina Hatchuel and Tim Tabernik

February 2001 – April 2002

Research Assistant, Social Science Research Institute, University of Hawaii

Compiled and processed data for federally funded study on parole and recidivism in Hawaii using SPSS statistical analysis software.

Principal Investigator: Gene Kassebaum, Ph.D. August – December 2000

Research Assistant, Matsunaga Institute for Peace at the University of Hawaii at Manoa:

Curriculum design for the Program on Conflict Resolution, extensive networking with community organizations, comprehensive library research, grant searches, facilitation of conflict resolution training.

Supervisor: Karen Cross January 1996-May 1996

Management and Administration Experience

Co-Founder, Dancers for Democracy:

Through special events and solicitations from individual donors, raised \$13K and sent over 30 volunteers to Florida to register voters, inform them of their legal rights, and monitor the polls. Responsible for recruitment, event planning, event promotion, budgeting and bookkeeping, weekly planning meetings, correspondence with donor base, and coordination of activism.

Co-Founder: Michael Nolan August 2004 - present

Manager of Market Research and Analysis, Extenta, Inc.:

Oversee and implement all market research and analysis for new wireless software company. Duties included design, sampling, distribution and analysis of online survey, writing reports, writing product information, co-authoring white paper.

CEO: Hagi Ariel April – August 2000

Assistant Director, Center for Law and Global Justice, USF Law School:

Coordinating overseas legal education programs, including researching and planning legal education and reform projects, hiring and managing personnel, grant proposal writing, grant management, program evaluation design, and publicity materials and articles.

Supervisor: Jeffrey S. Brand March 99 – January 2000

Case Administrator, Mediation Offices of Steven Rosenberg:

Managing the firm, including client intake interviews, editing articles, assisting in proposal-writing, maintaining correspondence, record keeping, database management, and marketing, promoting and coordinating training seminar.

Supervisor: Steven Rosenberg June 1997-March 1999

Direct Services

Counselor, San Francisco Juvenile Hall

Care and control of detained youth in San Francisco's primary residential facility for juvenile offenders.

Supervisor: Don Mead April 1992-April 1995

Research and Writing Experience

- “San Francisco Beacon Initiative Evaluation 2011-12.” San Francisco School Alliance, 2013.
- “Mental Health, Substance Abuse and Domestic Violence ...Connecting the Dots: Final Impact and Outcome Evaluation of the California Department of Public Health Domestic Violence Unserved/Underserved Mental Health and Substance Abuse Technical Assistance and Training Project.” California Department of Public Health 2009.
- “Measure Y Evaluation 2008-09” and “Measure Y Evaluation 2009-10” (co-author with Resource Development Associates). City of Oakland 2009.
- “Performance review of Fresno County Department of Behavioral Health” (co-author with Resource Development Associates). Fresno County Department of Behavioral Health 2010.
- “Beacon Workforce Study – San Francisco Beacon Initiative,” (author with Resource Development Associates). San Francisco Beacon Initiative 2006.
- PhD Dissertation: *The Penitent: The Myths and Realities of Religious Rehabilitation Among California Prisoners*. Interviews with felons and chaplains on the expected and unexpected dimensions of this historically significant, but consistently unstable phenomenon. Qualitative analysis of 31 in-depth interviews and several hours of prison observation. 2004
- American Society of Criminology Paper: “Jailhouse Religion: how prisoners find (and lose) religion.” Quantitative/qualitative analysis of the historical and current role of faith in the American prison experience. November 2004
- Contracted Research Center for Juvenile and Criminal Justice: Research design for a residential drug-rehabilitation program evaluation – multiple regression model using program success and recidivism as outcome variables. CJCJ 1998
- Published Article: “Under Our Thumbs: Punishment and Role Conflict among Line Staff at San Francisco Juvenile Hall” in *Reforming Juvenile Justice* Kendall/Hunt Dubuque: 1998 Dan Macallair & Vincent Schiraldi, eds. A study of juvenile hall counselors’ attitudes and disciplinary behavior, using survey research, records, and participant observation.
- Masters Paper: “One Nation, Under God: The Leadership and Legitimation of The Nation of Islam” A content analysis and statistical evaluation of a social movement using its weekly newspaper as the primary data source. 1997
- Resource Essay CJCJ: Using relevant literature and available statistics, this essay pointed to the psycho-social parallels between juvenile incarceration and child abuse. 1991
- “Family Planning in Togo” A qualitative analysis of the cultural and social inconsistencies between the lived experiences of women in Togo and the family planning efforts of overseas sponsors, based on 12 oral interviews. 1989

Honors and Community Service

- Reader, *San Francisco Department of Children, Youth and their Families* Violence Prevention Request for Proposal Review Process 2011
- Associate Producer, *Sea Change Radio* 2010-Present
- Committee Member, *Ginetta Sagan Fund, Amnesty International USA* 2005
- Board Member, *New Perspectives Center for Counseling* 2005-Present
- President, *Dancers for Democracy* 2004
- Fellow, *Founder Region Dissertation Fellowship* awarded 2004
- Member, *American Society of Criminology* since 2001
- Advisory Board Member, *Community Educational Services* since 2000

Special Training

Trauma-Informed Probation:

The California Center of Excellence for Trauma Informed Care: seminar on understanding the impact of trauma exposure on youthful offenders and implications for working with them. May 2010

Grant Proposal Writing:

The Foundation Center: grant proposal writing seminar covering research strategy, proposal structuring, and foundation relations. December 1999

Mediation:

Steven Rosenberg's Mediation Training: 40 hour training course designed to prepare participants to practice as professional mediators: negotiation skills, listening techniques, marketing methods, ethics, legal dimensions, and mediation skills. March 1999

Additional Qualifications

Expert in the following Computer Programs: MS Excel, MS Word, MS Office, Filemaker Pro, Power Point, Outlook, and SPSS

Fluent in French, spoken and written. Basic Spanish.

SAM Search Results
List of records matching your search for :

Search Term : Moira* De Nike*
Record Status: Active

No Search Results

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Basic Directions

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

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

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

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- 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. (Ref. to Section 10 of the Contract)

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

Contractor Information

Contractor Name	Moira DeNike Consulting	Agency's Contact	Moira DeNike				
OUSD Vendor ID #	I006102	Title	Owner				
Street Address	2 Mizpah Street	City	San Francisco	State	CA	Zip	94131
Telephone	415-368-5343	Email (required)	moira@moiradenike.com				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	11/03/2014	Date work will end	06/30/2015	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$ 100.00	Number of Hours (required)	80.00		

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
6690	TUPE Support	9221211219	5825	\$ 8,000.00
			5825	
			5825	
Requisition No. (required) R0152339			Total Contract Amount	\$ 8,000.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Robert Dousa	Phone	510-273-1592
	Site / Department	922/ Community Schools Student Services		Fax	510-273-1511
	Signature			Date Approved	11/13/14
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
4.	Signature			Date Approved	1/21/15
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	
Procurement		Date Received		PO Number	P1505169