

Board Office Use: Legislative File Info.	
File ID Number:	3-2683
Introduction Date:	12/11/2013
Enactment Number:	13-2499
Enactment Date:	12/11/13 OA



Memo

To: Board of Education
From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent
Board Meeting Date: 12/11/2013
Subject: Professional Service Contract
Contractor: Gynelle McBride of Oakland, CA
Services for: 305-OAKLAND TECHNICAL

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Gynelle McBride, Oakland, CA, for the latter to provide: 722 hours of Brief Intervention for Substance Abuse techniques with students, facilitation of individual and group counseling sessions, development and maintenance of a student tracking system, support of the implementation of a substance abuse program at Oakland Technical High School, and participation in biweekly Coordination of Services Team meetings for the period of 08/05/2013 through 12/31/2013 in an amount not to exceed \$20,216.00.

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

Oakland Technical High School's California Healthy Kids data indicate the need for substance use/abuse prevention and intervention services for students; the Safe and Supportive Schools grant supports services that respond to the needs indicated by the surveys of the site's students, staff, and parents.

Discussion:
 (QUANTIFY what is being purchased.)

722 hours of Brief Intervention for Substance Abuse techniques with students, facilitation of individual and group counseling sessions, development and maintenance of a student tracking system, support of the implementation of a substance abuse program at Oakland Technical High School, and participation in biweekly Coordination of Services Team meetings

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Fiscal Impact: Funding resources below not to exceed \$20,216.00
\$20,224.80 53 Safe & Supportive Schools

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)

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Gynelle McBride
(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 08/05/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 12/31/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty Thousand, Two Hundred Sixteen Dollars (\$20,216.00) [per fiscal year], at an hourly billing rate not to exceed \$28.00 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: STACI ROSS-MORRISON
Site /Dept.: 305-OAKLAND TECHNICAL
Address: 4351 Broadway
Oakland, CA 94611
Phone: 510-450-5400

CONTRACTOR:

Name: Gynelle McBride
Title: Owner
Address: 1211 60th
Oakland, CA 94621
Phone: 510-691-6468

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

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

OR

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

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

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

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

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

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

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/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.

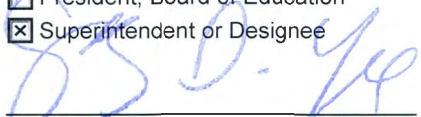
28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

CONTRACTOR

MARIA SANTOS
 President, Board of Education
 Superintendent or Designee

 Secretary, Board of Education


09/04/2013
 Date

12/12/13
 Date

Gynelle McBride
 Contractor eSignature

11/11/2013
 Date

Gynelle McBride, Owner
 Print Name, Title

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 By: 

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 expected outcomes specified from this contract, identified as an objective in the Safe and Supportive Schools grant, is for the Basic Interviewing Specialist to serve 100 students per year with the Basic Interviews to motivate students to consider the effects of substance use/abuse and participate in psychoeducational and support groups to support reduction and cessation of substance use and abuse. The outcome expected of the reduction and/or cessation of substance use is that the perception of Oakland Tech as a safe community will increase as evidenced by the CHKS survey.

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 type="checkbox"/> Create equitable opportunities for learning | <input 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(s): Not Applicable
No Restricted Funds

- 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: 305-OAKLAND TECHNICAL

Principal / Department Head: STACI ROSS-MORRISON

Contractor Name: Gynelle McBride

Business Name: Gynelle McBride

Contract Type: Standard

Anticipated Start Date: 08/05/2013

Contract End Date: 12/31/2013

Rate Type: HOURLY

Contract Amount: \$20,216.00

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:

Gynelle McBride

510.691.6468 mobile

gynellemcbride@gmail.com

Summary of Qualifications

- Self-motivated, great with people, and posses a high degree of professional integrity.
- Well rounded, flexible team player, and have the ability to learn quickly.
- Excellent communications skills
- Skilled in applying a logical and common sense approach to seeking practical solutions.
- Well-organized, excellent communications and great problem solver who enjoys challenges.
- Communicates effectively when dealing with people of diverse interest and levels of authority.

Relevant Experience**Oakland Technical High School**- 4/2012 -Present

4351 Broadway, Oakland, CA

Brief Interviewing Specialist- As a Brief Interviewing Specialist, my duties entail; conducting basic interventions for Oakland Technical High School students who have been identified using substances on the school site or during school hours. This basic intervention allows for a significant reduction in the escalating of substance use. The framework of this position also includes: case management, coordinating

events, establishing positive groups, and creating safe environments for students to gain support and receive proper awareness regarding substance use and its consequences. I also assist in the development of tracking systems to effectively contribute to each student; coupled with implementation of substance abuse methods and programs that target occasional users, dependent users, and severe abusers with all intention to decrease future substance use.

California Mentor Network- 2011- 4/2012

1479 Salmon Way, Hayward, CA

Service Coordinator- As a Service Coordinator, I ensure the welfare of disabled young adults with severe mental illness by strategizing plans for their overall growth, such as: individual service and program plans, alongside managing their personal goals, duties also entail: developing behavioral management objectives, activity coordinating, and assisting the director with all creative planning, team building, and client assessments.

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Cityteam International- 2011- Present

722 Washington Street, Oakland, CA

Volunteer Case Manager- As a Case Manager, I participate in the overall strategy of rehabilitation for the chronic homeless, mentally-ill, and addicted populations of Downtown and West Oakland. This involves processing intake, determining treatment/transition plan, making referrals towards employment/education opportunities, and building this data into the case management filing process.

Alegria Community Living- 2008-2011

Franklin Street, Oakland, CA

Case Manager- During my tenure, as a Case Manager, my duties included assisting the Administrator with all office administrative duties such as: answering phones, calendar scheduling, organizing shuttle services and doctor's appointments for disabled residents. The bulk of duty entailed assessing every assigned case and developing stratagems for personal development. The personal success of each individual relied exclusively on the plan established, which also consisted of updating confidential medication records, accessing all forms of social services resources which ensured proper assistance for clients. Tasks included: researching events for clients, activity coordinating, event planning, coordinating strategies with doctors, physical therapist, and family members to ensure each resident reached their maximum accomplishments. I managed petty cash, facilitated meal plans, and extracurricular activities. Duties also included: assisting disabled residents with their daily care; such as, hygiene, chores, and additional activities, which provided each client optimal support and success.

Richmond Unified School District- 2004-2007

Bissell Ave. Richmond, CA

Special Education Teachers Assistant- While working as a Special Education Teachers Assistant with the Richmond Unified School District, my duties entailed: Attending meetings and in-service presentations (e.g. first aid, CPR, emergency procedures, behavior management, CPI, IEPs, etc.)

for the purpose of acquiring and conveying information relative to job functions. This allowed me the ability to communicate with supervising instructional staff and professional support personnel for the purpose of assisting in evaluating progress and implementing IEP objectives. Duties also entailed: reinforcing lessons presented by teachers and reviewing material with students one-on-one or in small groups. This position required—recordkeeping, such as tracking attendance and calculating grades enforcing school/class rules, helping teach students proper behavior while on school campus; assisting teachers prepare for lessons by getting materials ready or setting up equipment, all while supervising students throughout the semesters.

Home Health Care-2001-2003

Willow Glen, San Jose, CA

Home Health Assistant- Duties included: providing overnight, in home support services to geriatric individuals. Duties encompassed assistance with Activities of Daily Living, companionship, medication administration, daily health file documentation, meeting with families and doctors regarding IEP goals to assess and complement the needs and requirement of each client for their most favorable success.

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Pacific Bell/SBC-2003

Folsom Street, San Francisco, CA

Business Customer Service Representative- customer service is first and foremost. Alongside perfect customer service, details included: answering phone calls in queue, supplying every customer with excellent and detailed data regarding their businesses, upgrading equipment, sales, handling new accounts, and troubleshooting.

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Education

- Bachelors of Arts (B.A.), Psychology at Mills College
 - Associates (A.A.), Liberal Studies at Contra Costa College
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