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| Board Office Use: Legislative File Info. | |
| File ID Number: | 14-0580 |
| Introduction Date: | 04/23/2014 |
| Enactment Number: | |
| Enactment Date: | |



Memo

To: Board of Education

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

Board Meeting Date: 04/23/2014

Subject: Professional Service Contract

Contractor: Shirley Yee of Oakland, CA

Services for: 964-NEW NETWORK #4

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Shirley Yee, Oakland, CA, for the latter to provide: coordinate the CalGrip grant, which provides parent outreach and education, Aggression Replacement Training classes and individual case management services for gang-involved youth, and crisis intervention and conflict management services for gang-involved students. The scope of work consists of deliverables outlined in the California Gang Reduction, Intervention, and Prevention grant and the contract between Oakland Unified School District and the City of Oakland for the period of 09/03/2013 through 06/30/2014 in an amount not to exceed \$17,993.69.

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

The City of Oakland Department of Human Services in partnership with Oakland Unified School District's Office of Alternative Education has received a California Gang Reduction, Intervention and Prevention grant from the State of California to provide services for gang-involved youth at alternative schools. The grant requires the District to retain a Violence Prevention Consultant to coordinate grant activities.

Discussion:
(QUANTIFY what is being purchased.)

coordinate the CalGrip grant, which provides parent outreach and education, Aggression Replacement Training classes and individual case management services for gang-involved youth, and crisis intervention and conflict management services for gang-involved students. The scope of work consists of deliverables outlined in the California Gang Reduction, Intervention, and Prevention grant and the contract between Oakland Unified School District and the City of Oakland

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Fiscal Impact: Funding resources below not to exceed \$17,997.86
\$17,997.86 MEASURE Y CITY OF OAKLAND

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 Shirley Yee
(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 09/03/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Seventeen Thousand, Nine Hundred Ninety Three and Sixty Nine Dollars (\$17,993.69) [per fiscal year], at an hourly billing rate not to exceed \$41.71 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.
- CONTRACTOR Qualifications / Performance of Services:**
CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: MONICA VAUGHAN
Site /Dept.: 964-NEW NETWORK #4
Address: 4521 Webster St
Oakland, CA 94609
Phone: 510-597-4294

CONTRACTOR:

Name: Shirley Yee
Title: Owner
Address: 31 Entrada Ave.
Oakland, CA 94611
Phone: 510-978-2648

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

GARY YEE 03/17/2014
[] President, Board of Education
[X] Superintendent or Designee
Date

Secretary, Board of Education Date

CONTRACTOR

Shirley Yee 03/17/2014
Contractor eSignature Date

Shirley Yee, Owner
Print Name, Title

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.
 1. Facilitate quarterly Interagency Gang Prevention Collaborative meetings with work groups.
 2. Coordinate grant services activities including Aggression Replacement Training classes and case management for gang involved youth.
 3. Complete and submit all quarterly reports in City Span as required.
 4. Attend Measure Y meetings and trainings as requested or required by the City of Oakland Department of Human Services.
 5. Collect and provide data as requested for program evaluation.

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.

- 1. Recidivism rates for 50% of participants will decrease by 70%.
- 2. Gang behaviors among 50% of participants will decrease by 60% as indicated by participant, case manager, teacher, and probation pre-post survey data.
- 3. Participation suspension rates will decrease by 50% against previous year's baseline rates.
- 4. Targeted Alternative Education schools will demonstrate a 50% decrease in disciplinary actions in the form of suspensions, recommendations for expulsion, and office referrals compared to prior year.

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 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: 964-NEW NETWORK #4

Principal / Department Head: MONICA VAUGHAN

Contractor Name: Shirley Yee

Business Name: Shirley Yee

Contract Type: Standard

Anticipated Start Date: 09/03/2013

Contract End Date: 06/30/2014

Rate Type: HOURLY

Contract Amount: \$17,993.69

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:

Shirley J. Yee
31 Entrada Ave. – Oakland, CA 94611
hm 510.763.0085 cell 510.978-2648
yeeforjustice@gmail.com

Summary of Qualifications

- Over 15 years of community based education and advocacy with social and economic justice interactive curriculum framework and analysis supporting grassroots organizations with strong emphasis on youth empowerment in Oakland and greater Bay Area

- Expertise in training, youth and young adult leadership development and capacity building with staff, youth, Bay Area community based organizations and schools on multicultural alliance building skills, examining the roots of violence (including adultism, racism, heterosexism, homophobia, transphobia, sexism and patriarchy, classism and the buffer zone, anti-Semitism, etc.)

- Experience in federal, state and local grants management (timely reporting, statistics, demographics documentation, data collection and evaluation, budget management, etc.) and broad based fund raising (grants, fee for service, major donor asks, direct appeal letters)

Additional Educational and Professional Training (partial list)

Best Practices in Working with Adolescents, Disproportionate Minority Confinement, Two Day Gang Prevention and Intervention Training, Case Management Training, Commercially and Sexually Exploited Children, Multicultural Alliance Building (both Facilitation and Train the Trainers), Campaign Organizing, Media Literacy Training, Child Sexual Trauma, Secular Christian Cultural Dominance, Team Building, Re-evaluation Counseling, Domestic Violence 40 hour training, Peer Counseling and Conflict Management

Violence Prevention Consultant

Office of Alternative Education, Oakland Unified School District April 06 - Present

- Coordinate all city funded Measure Y / Oakland Unite! grants for OUSD AltEd serving juvenile justice involved youth and gang awareness training for parents, school staff and community based organizations. Collect and analyze data for evaluation informed programming.
- Lead Oakland's Interagency Gang Prevention Collaborative (20+ agencies including Alameda County Probation, Oakland Police Department, Oakland Mayor's Office and 15+ community based agencies) to strengthen and expand community collaboration and capacity to better serve youth who are gang involved
- Coordinated the implementation, delivery and evaluation of the evidence based Aggression Replacement Training (A.R.T.) program California Gang Reduction, Intervention and Prevention program which – a multimodal intervention designed for at risk and gang involved youth to focus on positive, pro-social behavior change
- Managed OJJDP federally funded Gang Coordination Assistance grant to enhance

city-wide coordination between OUSD schools, community-based organizations, county-wide and community policing strategies in Oakland involved or gang impacted

- Facilitated violence prevention community education campaign serving youth, teachers and administrators on addressing homophobia and drugs and alcohol awareness in Alternative Education schools

Director of Programs

Youth In Focus – Oakland, CA and Davis, CA

May 05-Mar 06

- Lead program vision and structure - individual as well as cross regional initiative program strategy, program evaluation and program collaboration based in youth-led Research, Evaluation and Planning (Youth REP)
- Write, edit, update, integrate & revise Youth REP Curriculum both for internal staff and external project partners for both content (youth-led research and evaluation), community relevance (youth and LGBTQQHI friendly) and formatting (user friendly)
- Provide weekly staff supervision and support for Senior Program Managers in the Oakland and Davis offices

SAMHSA Project Director

Office of Alternative Education – Oakland Unified School District Dec 03–May 05

- Manage and Direct federally funded \$400,000+ Substance Abuse and Mental Health Services Administration grant with Oakland Unified School District
- Lead & Organize stakeholders including parents/caregivers, youth and school staff for “Is My Child Being Educated?” Community Education Campaign drawing connections between the local, state and national trend of de-funding public education while increasing prison spending and increasing military recruitment
- Research, coordinate and improve collaboration between community based organizations and school sites in order to fill service gap needs for schools, youth & families
- Work closely with Program Evaluators for data collection including youth surveys, pre/post testing, focus group information, etc.

New Bridges Director, Youth Program Lead Trainer & Facilitator

Todos Institute, Oakland, CA

Aug 97 – Dec 03

- Lead coordination and collaboration with 8 Oakland based youth organizations to address the root causes of youth, family and community violence using alliance building as a strategy to address the institutional violence
- Design, develop, facilitate and refine youth violence prevention training curricula for teachers, youth, administrators, community leaders, non-profit staff and fellow trainers – locally, statewide and nationally (see Organizations Trained below)
- Hire, screen, train trainers and supervise youth and adult staff and volunteers for youth leadership development camps (Oakland & San Jose)
- Strategic Planning (both short and long term) alongside Board, staff and community members regarding the work of the Todos Institute

Skyline High School Site Coordinator

Youth Together, Oakland, CA

Aug 97-Jan 99

- Support youth in identifying and organizing around institutional racism within the schools (including tracking, suspensions, drop out / push out rate, etc.)
- Liaison with parents, teachers, administrators in support of youth organizing for a student service center on campus to provide youth friendly homework assistance, student support, academic counseling and resources
- Collaborate with 4 other Bay Area Schools (Castlemont, Fremont, Richmond and Berkeley High Schools) through Youth Together to address systemic educational inequities in Bay Area school districts

Informal Education

- Created three informal affiliation groups for community building & understanding
 - Immigrant, Refugee and First Generation Experiences
 - Young Adults in Leadership
 - Sister Circle - Building a Community of Support

Formal Education

University of Michigan, B.A. 1993 (Women's Studies & Comparative Literature)

Chi-en Tan Language and Culture Program, Taipei, Taiwan 1991

Partial List of Organizations Trained

Oakland / Bay Area / California:

Arizmendi Worker Owned Co-op Bakery
Asian Immigrant Women Advocates
BAYAC Americorps
CA Communities Against Substance Abuse (Fresno and Redding)
City of Oakland – Youth Advisory Commission
City of San Jose – Youth Division
Color of Violence Conference – UC Berkeley
Community Health Academy
Destiny Arts Center
Family Violence Law Center
Japanese youth workers (multi-regional group from Japan)
Jewish Youth for Community Action
Kids First! – REAL HARD!
Lafayette Unified School District
Lavender Youth Recreation Center (LYRIC)
Lowell High School – Peer Resources
McCullum Youth Court
Museum of Children's Art – Project YIELD
San Francisco AIDS Office
San Jose Unified School District
Silicon Valley Toxics Coalition
Youth ALIVE! – Teens on Target

National:

RUCKUS Society -Pima, AZ
Seattle Public Schools - Seattle, WA
Wilder Forest – St. Paul, MN

PACIFIC INTERSTATE INS BROKERS
5072 HILLSDALE CIRCLE,STE 110
EL DORADO HILLS CA, 95762

OAKLAND UNIFIED SCHOOL DISTRICT
ATTN: CONTRACTS ADMINISTRATOR
900 HIGH ST
OAKLAND, CA 94601
