

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	11-2618
Introduction Date	10-17-11
Enactment Number	11-2292
Enactment Date	10-26-11



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** The Board of Education  
**From** Tony Smith, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
*(To be completed by Procurement)* 10-26-11

**Subject** Professional Services Contract -  
Shirley Yee Oakland CA (contractor, City State)  
957 - Alternative Education Office (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Shirley Yee. Services to be primarily provided to 957 - Alternative Education Office for the period of 09/01/2011 through 06/30/2012.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*  
 The City of Oakland Measure Y grant provides funding for gang prevention and intervention services at five alternative schools, including Dewey, Rudsdale, Bunche, Community Day School, and Street Academy. Consultant Shirley Yee will manage the grant under the supervision of the Coordinator of Alternative Education.

**Discussion**  
*One paragraph summary of the scope of work.*  
 Ratification of a professional services contract between Oakland Unified School District and Shirley Yee, Violence Prevention Consultant of Oakland, California for the latter to provide the following: 1) Manage direct services with California Youth Outreach to five alternative schools, including Dewey, Rudsdale, Bunche, Community Day School, and Street Academy; 2) Coordinate Project ReConnect's nine week parent series on gang prevention and intervention; 3) Facilitate Interagency Gang Prevention Collaborative meetings; 4) Complete grant reports and evaluation activities as required by the City of Oakland ; for the period of September 1, 2011 through June 30, 2012 in an amount Not to Exceed \$31,200.00.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Shirley Yee. Services to be primarily provided to 957 - Alternative Education Office for the period of 09/01/2011 through 06/30/2012.

**Fiscal Impact** Funding resource name (please spell out) Gang Intervention  
not to exceed \$31,200.00

- Attachments**
- Professional Services Contract including scope of work
  - Fingerprint/Background Check Certification
  - Commercial General Liability Insurance Certification
  - TB screening documentation
  - Statement of qualifications

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and Shirley Yee (CONTRACTOR). 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 described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 09/01/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Thirty One Thousand, Two Hundred and No Cents Dollars (\$31,200.00). 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: \_\_\_\_\_.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the 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.

- 4. Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  - Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  - Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- 5. Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* \_\_\_\_\_ which shall not exceed a total cost of \$ \_\_\_\_\_.
- 6. 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.

- 7. 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: Monica Vaughan  
Site /Dept.: 957 - Alternative Education Office  
Address: 4521 Webster Street  
Oakland, CA 94609  
Phone: (510) 597-4294

**CONTRACTOR:**

Name: Shirley Yee  
Title: Violence Prevention Consultant  
Address: 47 Home Place E  
Oakland CA 94610  
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. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

**8. 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.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. **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.

**10. Insurance:**

1. Commercial General Liability Insurance: 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.

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

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
  13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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, the 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.
  14. **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 drugs on these sites.
  15. **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.
  16. **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.
  17. **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.
  18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
  19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
    1. **Tuberculosis Screening**
    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.  
Contractor initial: dy.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
20. **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.
  21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the 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).

Professional Services Contract

- 22. **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.
- 23. **Confidentiality.** The 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 access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **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.
- 25. **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.
- 26. **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.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District'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.
- 28. **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.
- 29. **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.
- 30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Summary of terms and compensation:

Anticipated start date: 09/01/2011 Work shall be completed by: 06/30/2012 Total Fee: \$31,200.00

OAKLAND UNIFIED SCHOOL DISTRICT

Mario Santos 9-28-11  
 President, Board of Education Date  
 Superintendent or Designee  
 \_\_\_\_\_  
 Secretary, Board of Education Date

CONTRACTOR

Shirley Yee 9/13/11  
 Contractor Signature Date  
 \_\_\_\_\_  
 Shirley Yee Violence Prevention Consultant  
 Print Name, Title

Certified:

Edgar Rakestraw, Jr. 10/27/11  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

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 By: AS

**EXHIBIT "A" Scope of Work**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is not made part of this Agreement. **[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.**]

**Summary for Board Memo and Board Agenda** – Must accurately align with scope of work below.

Ratification of a professional services contract between Oakland Unified School District and Shirley Yee, Violence Prevention Consultant of Oakland, California for the latter to provide the following: 1) Manage direct services with California Youth Outreach to five alternative schools, including Dewey, Rudsdale, Bunche, Community Day School, and Street Academy; 2) Coordinate Project ReConnect's nine week parent series on gang prevention and intervention; 3) Facilitate Interagency Gang Prevention Collaborative meetings; 4) Complete grant reports and evaluation activities as required by the City of Oakland ; for the period of September 1, 2011 through June 30, 2012 in an amount Not to Exceed \$31,200.00.

**SCOPE OF WORK**

Shirley Yee \_\_\_\_\_ will provide a maximum of 843.00 hours of services at a rate of \$ 37.00 per hour for a total not to exceed \$31,200.00. Services are anticipated to begin on 09/01/2011 and end on 06/30/2012.

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

Consultant Shirley Yee will be responsible for managing the Office of Alternative Education Measure Y Gang Prevention and Intervention grant funded by the City of Oakland. Ms. Yee will provide 845 hours of service in the following areas:

- 1) Facilitate quarterly Interagency Gang Prevention Collaborative meetings
- 2) Coordinate school based services provided by California Youth Outreach at five alternative schools
- 3) Plan and coordinate parent education workshops in partnership with Project ReConnect
- 4) Complete grant reporting and evaluation requirements as outlined by The City of Oakland
- 5) Ensure grant compliance and completion of grant deliverables and objectives as outlined in Oakland Unified School District contract with City of Oakland and Measure Y grant proposal

**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) 50 youth will receive a combined total of 1000 one on one case management hours
- 2) 50 youth will participate in Gang Redirect (Life Skills) classes
- 3) 60 parents will receive parenting classes; a total of 600 hours of parenting classes will be offered
- 4) 75% of youth participants will not be arrested
- 5) Youth participants will show a 50% reduction in truancy rates
- 6) Less than 25% of student participants will be suspended; under 5% will be expelled
- 7) 80% of youth participants will be served by at least one additional support provider
- 8) 70% of parent participants will report having more control over their family environment and increased knowledge about their child's whereabouts and activities

**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 type="checkbox"/> Accountable for quality  |
| <input type="checkbox"/> High quality and effective instruction                   | <input checked="" type="checkbox"/> Full service community district                     |

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_
  
  - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
    2. Meeting announcement for meeting in which the SPSA modification was approved.
    3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

**Shirley J. Yee**  
**47 Home Place E. – Oakland, CA 94610**  
**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)**

*Disproportionate Minority Confinement, 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

- Manage 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
- Coordinate Measure Y city funded Gang Intervention Grant for 5 AltEd school sites in order to develop a cohesive strategy to prevent and intervene to reduce gang involvement in AltEd schools
- Lead Oakland Youth Outreach Gang Intervention Collaborative (15+ 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 or gang impacted
- Manage violence prevention community education campaign serving youth, teachers and administrators on addressing homophobia and drugs and alcohol awareness in the 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

Diversity Works

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

Oakland parents / guardians with “Is My Child Being Educated?” Campaign

Oakland Public Library – PASS Program

San Francisco AIDS Office

San Jose Unified School District

Silicon Valley Toxics Coalition

Sustainable Communities Leadership Project

Youth ALIVE! – Teens on Target

#### **National:**

RUCKUS Society -Pima, AZ

Seattle Public Schools - Seattle, WA

Wilder Forest – St. Paul, MN



OAKLAND UNIFIED SCHOOL DISTRICT  
Department of Health Services

TUBERCULIN SKIN TEST

I hereby give my consent for a Tuberculin Test to be given by a Public Health Nurse, Oakland Unified School District. I have never had tuberculosis, have never reacted positive to a tuberculin test, and have never had BCG Vaccine (BCG is a vaccination against tuberculosis).

Certificated

Classified

Volunteer

Name (please print) Shirley Yee

Signature Shirley Yee

Date given 7/17/09

Date read 2/19/09

Negative

Positive

Referral \_\_\_\_\_

School Nurse Cheryl Lee RN

Copy Distribution: WHITE COPY - Oakland Unified School District • YELLOW COPY - Keep for personal records

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06-03-2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
OAKLAND ASSOC OF INS AGNTS INC/PHS  
101442 P: (866) 467-8730 F: (877) 905-0457  
PO BOX 33015  
SAN ANTONIO TX 78265

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** (866) 467-8730 **FAX (A/C, No):** (877) 905-0457  
**E-MAIL ADDRESS:**  
**PRODUCER CUSTOMERID #:**

**INSURED**  
SHIRLEY YEE  
47 HOME PL E  
OAKLAND CA 94610

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Ins Co LTD	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	X	57 SBM VA2551	09/15/2011	09/15/2012	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> General Liab					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>		57 SBM VA2551	09/15/2011	09/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
Those usual to the Insured's Operations. Certificate holder is an Additional Insured per the Business Liability Form SS00080405 attached to this policy.

**CERTIFICATE HOLDER**  
OAKLAND UNIFIED SCHOOL DISTRICT  
1025 2ND AVE  
OAKLAND, CA 94606

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
**AUTHORIZED REPRESENTATIVE**  
*Jac Mailhot*

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

## 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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

**Attachment Checklist**

- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- 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

**OUSD Staff Contact** Emails about this contract should be sent to: Monica.Vaughan@ousd.k12.ca.us

## Contractor Information

Contractor Name	Shirley Yee	Agency's Contact	Shirley Yee			
OUSD Vendor ID #	1001277	Title	Violence Prevention Consultant			
Street Address	47 Home Place E	City	Oakland	State	CA	Zip 94610
Telephone	(510) 978-2648	Email	yeeforjustice@gmail.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	09/01/2011	Date work will end	06/30/2012	Other Expenses	
Pay Rate Per Hour (required)	\$ 37.00	Number of Hours	843.00	<b>Total Contract Amount</b>	<b>\$ 31,200.00</b>

## 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
9180	Gang Intervention	9573100399	5825	\$ 31,200.00
			5825	\$
			5825	\$
<b>Requisition No.</b>	R0201331		<b>Total Contract Amount</b>	<b>\$31,200.00</b>

## 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.

1.	<b>Administrator / Manager</b> (Originator)	Name	Monica Vaughan	Phone	(510) 597-4294
	Site / Department	957 - Alternative Education Office		Fax	597-4296
	Signature	<i>Monica P. Vaughan</i>		Date Approved	Sept. 13, 2011
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs				
	<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.	<b>Regional Executive Officer</b>				
	<input checked="" 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				
	Signature	<i>Alison L. McDonald</i>		Date Approved	9-26-11
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>			<input type="checkbox"/> Consultant Aggregate Under \$50,000	
	Signature	<i>Maria Santos</i>		Date Approved	9-28-11
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal Required if not using standard contract</b>		Approved		Denied - Reason	Date
<b>Procurement</b>	Date Received		PO Number	P1262570	

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