

Board Office Use: Legislative File Info.	
File ID Number	14-0107
Introduction Date	2-26-14
Enactment Number	14-0267
Enactment Date	2-26-14



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

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

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

**Board Meeting Date** 2-26-14  
(To be completed by Procurement)

**Subject** Professional Services Contract Amendment - 1  
Gynelle McBride Oakland CA (Contractor, City/State) -  
Oakland Technical High School (site/department)

**Action Requested** Ratification by the Governing Board of the amendment to the professional services contract between the District and Gynelle McBride. Services to be primarily provided to Oakland Technical High School for the period of 8/5/2013 through 05/09/2014, in an amount not to exceed \$ 17,136.00.

**Background**  
*A one paragraph explanation of why an amendment is 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**  
*One paragraph summary of the amended scope of work.*

The amendment provides an additional 612 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.

**Recommendation** Ratification by the Governing Board of the amendment to the professional services contract between the District and Gynelle McBride. Services to be primarily provided to Oakland Technical High School for the period of 8/5/2013 through 05/09/2014, in an amount not to exceed \$ 17,136.00.

**Fiscal Impact** Funding resource name (please spell out) S3 Safe & Supportive Schools  
not to exceed \$ 17,136.00

**Attachments**

- Contract Amendment
- Copy of original contract

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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

This Amendment is entered into between the Oakland Unified School District (OUSD) and Gynelle McBride (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on August 5, 2013, and the parties agree to amend that Agreement as follows:

1. **Services:**  The scope of work has changed.  ONLY the funding source has changed.  
**If the scope of work has changed:** Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.  
 Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended services:  
The amendment provides an additional 612 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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2. **Terms (duration):**  The term of the contract is unchanged.  The term of the contract has changed.  
**If the term has changed:** The contract term is extended by an additional 18 weeks (days/weeks/months), and the amended expiration date is 05/09/2014.

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3. **Compensation:**  The contract price is unchanged.  The contract price has changed.  
**If the compensation has changed:** The contract price is amended by  
 Increase of \$ 17,136.00 to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
and the new contract total is Thirty-seven thousand, three hundred fifty-two dollars (\$ 37,352.00)

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Ventes 1-21-14  
 President, Board of Education Date

G.S. D. Yee 2/27/14  
 Superintendent or Designee Date

Carly Lee, Ed.D.  
Secretary, Board of Education

CONTRACTOR

Gynelle McBride 1/13/14  
Contractor Signature Date

Gynelle McBride  
Print Name, Title

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

The amendment provides an additional 612 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.

SCOPE OF WORK

Gynelle McBride will provide a maximum of 612.00 hours of services at a rate of \$ 28.00 per hour for a total not to exceed \$17,136.00. Services are anticipated to begin on 8/5/2013 and end on 05/09/2014.

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

Contractor will provide 612 hours (30 hours per week) of Basic Interviewing Interventions (derived from Motivational Interviewing evidence-based practice) for Oakland Technical High School students who are identified as using substances on school site or during school hours to reduce students' risk of continued and/or escalating substance use/abuse and as an alternative to suspension.

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.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

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

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_
  
  - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
    2. Meeting announcement for meeting in which the SPSA modification was approved.
    3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    4. Sign-in sheet for meeting in which the SPSA modification was approved.
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<b>File #:</b>	13-2683   Version: 1	<b>Name:</b>	Professional Services Contract - Gynelle McBride - Oakland Technical High School
<b>Type:</b>	Agreement or Contract	<b>Status:</b>	Passed
<b>File created:</b>	11/12/2013	<b>In control:</b>	<a href="#">Teaching and Learning Committee</a>
<b>On agenda:</b>	12/11/2013	<b>Final action:</b>	12/11/2013
<b>Enactment date:</b>	12/11/2013	<b>Enactment #:</b>	13-2499

**Title:** 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 Basic Interviewing Interventions (derived from Motivational evidence-based practice) for students who are identified as using substances on school site or during school hours to reduce students' risk of continued and/or escalating substance use/abuse and as an alternate to suspension, at Oakland Technical High School, for the period August 5, 2013 through December 31, 2013, in an amount not to exceed \$20,216.00.

**Attachments:** 1. [13-2683 Professional Services Contract - Gynelle McBride - Oakland Technical High School](#)

**Contact:** [Staci.Ross-Morrison@ousd.k12.ca.us](mailto:Staci.Ross-Morrison@ousd.k12.ca.us)

[History \(1\)](#)   [Text](#)

1 record   [Group](#)   [Export](#)

Date	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
12/11/2013	1	<a href="#">Board of Education</a>			Not available	<a href="#">Meeting details</a>	<a href="#">Video</a>



**AMENDMENT ROUTING FORM**

**2013-2014**

**PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1**

**Directions**

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

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

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

**Attachment Checklist**

- Contract amendment packet including Board Memo and Amendment Form
- Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
- A Board Approved copy of the original contract and any prior Amendments.

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

**Contractor Information**

Contractor Name	Gynelle McBride	Agency's Contact	Gynelle McBride			
OUSD Vendor ID #	1005989	Title	Owner			
Street Address	1211 60th Ave	City	Oakland	State	CA	Zip 94621
Telephone	(510) 691-6468	Email	gynellemcbride@gmail.com			

**Compensation and Terms – Must be within the OUSD Billing Guidelines**

Original Contract Amount	\$ 20,216.00	Original PO Number	P14012167		
Amended Amount	\$ 17,136.00	New Requisition #	R0409208		
New Total Contract Amount	\$ 37,352.00	Start Date	8/5/2013	End Date	05/09/2014
Pay Rate Per Hour (Required)	28.00	Number of Hours (Required)	612.00		

**Budget Information**

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
3725	S3 Safe & Supp	3051110305	5825	\$ 17,136.00
			5825	\$
			5825	\$

**Approval and Routing (In order of approval steps)**

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

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

1.	Site Administrator or Manager	Name	Staci Ross-Morrison	Phone	(510) 450-5400	Fax	(510) 450-5428
	Site / Department	Oakland Technical High School					
2.	Signature				Date Approved	1-13-14	
	Resource Manager, if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships					
3.	Signature				Date Approved		
	Signature				Date Approved		
4.	Regional or Executive Officer						
	Signature				Date Approved	1-21-14	
5.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature				Date Approved		
5.	Superintendent or Board of Education	Signature on the legal contract					
Legal Required if not using standard contract		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number	P1401217		



<b>Board Office Use: Legislative File Info.</b>	
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Enactment Date:	12/11/13 OA



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

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## 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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Enactment Date:	12/11/13 <i>AK</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

**Fiscal Impact:** Funding resources below not to exceed \$20,216.00  
\$20,224.80 S3 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)



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	13-2683
Introduction Date	12/11/2013
Enactment Number	13-2499
Enactment Date	12/11/13 <i>ok</i>



**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

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

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

Professional Services Contract

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

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

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

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

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

MARIA SANTOS

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

09/04/2013

Date

12/12/13

Date

CONTRACTOR

Gynelle McBride

Contractor eSignature

11/11/2013

Date

Gynelle McBride, Owner

Print Name, Title

File ID Number 13-2683  
Introduction Date: 12/11/13  
Enactment Number: 13-2499  
Enactment Date: 12/11/13  
By: [Signature]



Professional Services Contract

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

The 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.



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***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](mailto:gynellemcbride@gmail.com)

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**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**

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**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.

**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

