

Board Office Use: Legislative File Info.	
File ID Number:	14-1244
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education

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

Board Meeting Date: 06/25/2014

Subject: Professional Service Contract

Contractor: Jacquelyn McGowen of San Leandro, CA

Services for: 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIPS

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Jacquelyn McGowen, San Leandro, CA, for the latter to provide: Early behavioral intervention services for elementary school children in affiliation with the OUSD Behavioral Health Unit's "Early Behavioral Support Program; this program provides counseling interns to elementary schools to fill the gap in services for uninsured students; social work interns receive training, supervision, and a stipend as a condition of their service to the District for the period for September 2, 2013 through June 30, 2014 in an amount not to exceed \$500.00. for the period of 09/02/2013 through 06/30/2014 in an amount not to exceed \$500.00.

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

Contractor will provide mental health counseling services including crisis intervention; parent and teacher consultation including assisting with behavior management plans; individual and small group counseling, parent outreach and education, and case management.

Discussion:
(QUANTIFY what is being purchased.)

Early behavioral intervention services for elementary school children in affiliation with the OUSD Behavioral Health Unit's "Early Behavioral Support Program; this program provides counseling interns to elementary schools to fill the gap in services for uninsured students; social work interns receive training, supervision, and a stipend as a condition of their service to the District for the period for September 2, 2013 through June 30, 2014 in an amount not to exceed \$500.00.

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Fiscal Impact: Funding resources below not to exceed \$500.00

\$500.00 Alam.Cty.Pub.Health-Health&Wel

Attachments: Professional Services Contract including Scope of Work
Waiver Summary
Resume / Statement of Qualifications
EPLS Search Results Page
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Jacquelyn McGowen
(CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 09/02/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Five Hundred Dollars (\$500.00) [per fiscal year], at an hourly billing rate not to exceed _____ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

OUSD Representative:

Name: BARBARA MCCLUNG
Site /Dept.: 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIP
Address: 746 Grand Ave.
Oakland, CA 94610
Phone: 273-1539

CONTRACTOR:

Name: Jacquelyn McGowen
Title: Owner
Address: 303 Cove Court
San Leandro, CA 94578
Phone: (510)712-2162

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

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

OR

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

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

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

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

Professional Services Contract

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

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

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

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

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

25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

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

29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS

President, Board of Education

Superintendent or Designee

Secretary, Board of Education

05/27/2014

Date

Date

CONTRACTOR

Jacquelyn McGowen

Contractor eSignature

Jacquelyn McGowen, Owner

Print Name, Title

05/27/2014

Date

ContractsOnline: Contract Waiver Summary

Site Number-Name: 922-FAMILY, SCHOOL AND COMMUNI

Principal / Department Head: BARBARA MCCLUNG

Contractor Name: Jacquelyn McGowen

Business Name: Jacquelyn McGowen

Contract Type: Standard

Anticipated Start Date: 09/02/2013

Contract End Date: 06/30/2014

Rate Type: FLAT

Contract Amount: \$500.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: WAIVED

Waiver-Reduction Type: WAIVED

Other Reduction Amount:

Approval Date: 05/15/2014

Approved by Deputy Superintendent

Billing Waiver Status: Approved

Approval Date: 05/20/2014

Fingerprint Waiver Status: NA

Approval Date:

TB Test Waiver Status: NA

Approval Date:

JACQUELYN R. MCGOWEN

303 Cove Court

San Leandro, CA 94578

510-712-2162

E-mail: jrmcgowen@aol.com

CAREER SUMMARY: More than 10 years experience in community-based programs advocating for strong belief in every human's rights to a basic level of dignity and security in their daily lives. I have developed sensitivity and ease in working with ethnically diverse and special populations. Effective in gaining trust and drawing out relevant personal information that is crucial to preparing treatment and recovery plans. I am computer literate in Word, Excel and specialized Criminal Justice computer programs. I am knowledgeable to interpretation of the California Penal Code. I am professional, punctual, trustworthy. I have excellent administrative clerical, written, and verbal skills. I am flexible, goal-directed and customer service-oriented. I have a 100 percent commitment. Excellent references available on request.

EDUCATION:

Certified Addiction Specialist	CAARR, Sacramento, 2008 (California Association of Addiction Recovery Resources)
Certificate Human Services	Merritt College, Oakland, 2007
BA Public Administration	University of San Francisco, 2001
AS Administration of Justice	City College of San Francisco, 1996

PROFESSIONAL WORK EXPERIENCE:

Counselor/Practicum Trainee. BAART Methadone Clinic, Oakland, CA (2011 to Present).
Assists patients by providing individual counseling in cognitive behavior therapy and motivational interviewing and case management services to those receiving opiate replacement therapy. Scheduled and conducted necessary appointments for community agencies. Presented cases as needed in case conference. Processed all paperwork necessary for patient's dose changes, temporary transfers, and take homes. Responsible for reporting urinalysis results with patients. Monitors clients' medical profile including physical exams, labs and abnormal lab reports. Maintains communication and feedback with patient's probation and parole officers, social workers and other mental health and health professionals as needed. Developed, documented, and implemented intake functions, initial clinical assessment, comprehensive treatment plans and perform other duties as assigned. Supervised for practicum by Dr. Ron Perry.

Detox Assistant Counselor. Horizon Services Inc., Hayward, CA (2009-2010).
Assist with telephone screenings and assessments for potential clients. Set intake appointments. I am trained and skilled in motivational interviewing techniques. I observe behaviors and physical signs to insure each participant's withdrawal symptoms are within normal detox limits in a supportive, healthy, safe and nourishing atmosphere. I use resource guides to help individually assess, streamline, and expedite each participant's referral process through the continuum of care. I assist participants by transporting them to medical, psychiatric, treatment screening, housing, and ancillary services as needed. Monitor medication distribution. I provided assistance and supervision of meal planning. As a temporary Administrative Assistant I reconciled forms and logs for data entry for accuracy. I recorded and processed receipts. I gathered and submitted all vender invoices, petty cash reimbursement forms, and payroll timesheets to accounting department on schedule. I compiled and prepared reports as required (e.g. monthly county reports, weekly, monthly census reports.) I order supplies and monitored inventory and perform other duties as assigned by the Program Director.

Internship, Counselor. Seventh Step, Freedom House, Hayward, CA (2008-2009).
Provide counseling services to homeless men on parole in a social model substance abuse rehabilitation facility. Assist with telephone screenings and assessments for potential clients. Complete intake files and organize filing system. Assist with one on one counseling support. Facilitate recovery process and educational groups. Provide education and referrals services. I established a rapport with parole agents and other governmental agencies.

Coffee Barista. In-Between Fellowship, Oakland, CA (2006-2007).

Set up room for 12-step meetings. I cleaned the facility, prepared, and sold coffee and other beverages. I purchased supplies for the maintenance of the facility. Purchased and sold literature. I provided 12-step and support services to participants when needed. Answered telephones, and provided referrals to other community agencies.

Counselor. Options Recovery Center, Berkeley, CA (2005-2006).

I worked as a group facilitator for women's day treatment social model out-patient program. I kept confidential documentation. I practiced conflict resolution skills. I organized activities as well as motivated women toward recovery. I provided case management and one on one counseling. I assisted with treatment/recovery/exit plans. Conducted random urinalysis testing for clients as needed. I provided support and referral services to community agencies and the criminal justice system, Prop 36 and BASN programs.

Assistant Law Office Manager, Family Violence Advocate, and Victim/Witness Technician. District Attorney's Office, San Francisco, CA (1995-2002).

As an Assistant Law Office Manager I provided support services to a variety of departments including records, payroll, reception, and special investigations. I routinely handled confidential and sometimes time-sensitive information. I organized and/or retrieved documents from records department, penal institutions, California Law Enforcement Telecommunication System (CLETS), and other jurisdictions in preparation for trials, probation proceedings, and victim/witness assistance programs. As a Family Advocate I reviewed police reports, child abuse reports, and social worker's statements. I interfaced with and did presentations for child protective services, adoption agencies, and county social workers. I addressed issues concerning domestic violence, child preservation, juvenile justice, and child abuse/neglect. I completed applications, gathered supporting documentation, and entered pertinent information into the VOC (Victims of Crime) database. I assigned case numbers and determined eligibility requirements for the Victim/Witness Assistance Program. As a Victim/Witness Technician I entered detailed, technical, and legal information on victims and witnesses of crimes. I routinely worked under deadline processing time-sensitive case information for the local courts, law enforcement agencies, attorneys' offices and all of San Mateo County agencies.

RELATED ADDITIONAL WORK EXPERIENCE:

Group Co-Facilitator Training. Center Point, San Rafael, CA (2010, 2011)
Group Home Counselor. Elaine's Home for Boys, Oakland, CA (2008)
Group Facilitator. East Oakland Community Project, Oakland, CA (2006, 2007)
In-Home Support Services. Private, Oakland, CA (2002-2005)
Child Care Provider. Cal Works, Oakland, CA (2005, 2007)
Group Home Counselor. Daraja House, Inc., San Leandro, CA (1996-1998)
Troop Leader-Girls Scouts. Prescott Elementary School, Oakland (1995-1996)

REFERENCES: AVAILABLE ON REQUEST.