

Board Office Use: Legislative File Info.	
File ID Number	10-0762
Introduction Date	05/17/2010
Enactment Number	10-1186
Enactment Date	6-23-10



OAKLAND UNIFIED  
SCHOOL DISTRICT

every student. every classroom. every day.

# Memo

To Board of Education

From Anthony Smith, Ph.D., Superintendent

Board Meeting Date May 26, 2010

Subject Professional Services Contract Amendment -  
Higher Ground Neighborhood Oakland CA (contractor)  
- Allendale Elementary School (site/department)

**Action Requested** Approval by the Governing Board of the amendment to the professional services contract between Oakland Unified School District and Higher Ground Neighborhood, of Oakland CA, Services to be primarily provided to Allendale Elementary School for the period of 08/24/2009 through 04/16/2010, in an amount not to exceed \$\_\_\_\_\_.

**Background**  
*A one paragraph explanation of why an amendment is needed.*

The services of Higher Ground support the implementation of the Allendale school plan. The school plan includes increased student achievement based on a RTI (Response to Intervention) model of differentiating instruction. We know that some students require additional behavioral support than what is available from the classroom teacher. Higher Ground Neighborhood Development Corporation carries a caseload of students who are identified based on a high number of behavioral referrals.

**Discussion**  
*One paragraph summary of the amended scope of work.*

Higher Ground Neighborhood Development Corporation will provide Allendale students with individual and group counseling, in-class support, parent contact and support, service learning, and teacher support and coaching from August 24, 2009 through June 2010. The program works to strengthen the school climate and culture by fostering a sense of community for all students and their parents. The goal of the program is also to decrease lost instructional time for students.

**Recommendation** Approval by the Governing Board of the amendment to the professional services contract between Oakland Unified School District and Higher Ground Neighborhood, of Oakland CA. Services are to be primarily provided to Allendale Elementary School for the period of 08/24/2009 through 04/16/2010, in an amount not to exceed \$\_\_\_\_\_.

**Fiscal Impact** Funding resource name (please spell out) General Purpose / Economic Impact Aid/School Compensatory Education not to exceed \$\_\_\_\_\_.

**Attachments**

- Contract Amendment
- Copy of original contract

## AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD)  
and Higher Ground Neighborhood (CONTRACTOR). OUSD entered into an Agreement  
with CONTRACTOR for services on August 24, 2009, and the parties agree to amend that Agreement as follows:

1.	<b>Services:</b>	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> . 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. <input type="checkbox"/> Revised scope of work attached.
The CONTRACTOR agrees to provide the following amended services: _____ <u>Contract amendment is for change in funding source only.</u> <u>New funding sources are General Purpose and Economic Impact Aid/School</u> <u>Compensatory Education.</u>			
2.	<b>Terms (duration):</b>	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> . If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.
3.	<b>Compensation:</b>	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> . If the compensation has changed: The contract price is amended by <input type="checkbox"/> Increase of \$ _____ to original contract amount <input type="checkbox"/> Decrease of \$ _____ to original contract amount and the new contract total is _____ dollars (\$ _____)

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

☒ President, Board of Education  
☐ Anthony Smith, Ph.D., Superintendent

Edgar Rakestraw, Jr.  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

8/24/10  
 Date

8/24/10  
 Date

CONTRACTOR

Tiffany Gipson  
 Contractor Signature  
04-21-10  
 Date  
Tiffany Gipson, Admin Operations Director  
 Print Name, Title

Board Office Use: Legislative File Info.	
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Introduction Date	<u>05/17/2010</u>
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Enactment Date	<u>6-23-10</u>

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

04/01/2010

PRODUCER 510.523.3435 FAX 510.523.1632  
 BayRisk Insurance Brokers Inc.  
 1920 Minton Street  
 P.O. Box 567  
 Alameda, CA 94501-9667

INSURED Higher Ground Neighborhood Development Corp.  
 6441 Herzog Street  
 Oakland, CA 94608-1221

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: St Paul Travelers Insurance Co

INSURER B: United States Liability Ins Co

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	I-660-03941923-10	03/14/2010	03/14/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below
B	OTHER Directors & Officers	NDO10610198	03/14/2010	03/14/2011	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$1,000,000 Per Claim \$1,000,000 Per Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate holder is named as additional insured as respects to General Liability and is subject to the policy terms, conditions and exclusions per attached form CN 01 88 01 96.

\*Policy Cancellation Exception: 10 days for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
 1025 2nd Ave  
 Oakland, CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kym Hayward/KYM

Kym Hayward

ACORD 26 (2008/01)

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POLICYHOLDER COPY

NB



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 03-08-2010

GROUP:  
POLICY NUMBER: 1842317-2008  
CERTIFICATE ID: 2  
CERTIFICATE EXPIRES: 11-01-2010  
11-25-2008/11-01-2010

OAKLAND UNIFIED SCHOOL DISTRICT  
401 JONES AVE  
OAKLAND CA 94603-1123

NB

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
AUTHORIZED REPRESENTATIVE  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT AND  
CORP  
8441 HERZOG ST  
OAKLAND CA 94608

[FG8,NB]

# PROFESSIONAL SERVICES CONTRACT

## AMENDMENT ROUTING FORM

APR 21 2010

### Basic 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.

1. Contractor and OUSD contract originator reach agreement on modification to original contract.
2. Contractor and OUSD contract originator complete amendment together. Please insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the Contract Amendment.
3. If contract total amount has increased, OUSD contract originator creates new requisition with the original PO number referenced in the item description.
4. OUSD contract originator submits amendment packet 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

- ☒ Copy of original contract
- ☒ Contract amendment packet including Board Memo and Contract Amendment Form
- ☐ Revised Scope of Work – Evidence of why additional funds are needed
- ☐ If additional consultants will be working on site, attach agency letter verifying additional consultants have met the Fingerprinting/Background Investigation and have a negative tuberculosis status.

OUSD Staff Contact Emails about this contract should be sent to:

### Contractor Information

Contractor Name	Higher Ground Neighborhood	Agency's Contact	Tiffany Gipson
OUSD Vendor ID #	I001673	Title	Administrative Operations Director
Street Address	6441 Herzog Street	City	Oakland
Telephone	(510) 658-6454	State	CA
		Zip	94608
		Email	tiffany4progress@yahoo.com

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

Original Contract Amount	\$ 37,000.00	Original PO Number	
Amended Amount	\$	New Requisition #	R0005023
New Contract Total	\$		

### 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
0000	GP	101110101	5825	\$ 23,500.00
7090	EIA/SCE	1014859101	5825	\$ 13,500.00
				\$

### 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.

1.	Site Administrator or Manager	Name	Steven Thomasberger	Ext.	2812	Fax	2815
	Site / Department	Allendale Elementary School					
	Signature			Date Approved	4-21-10		
2.	Resource Manager, if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs						
	Signature			Date Approved	4/22/10		
	Signature (if using multiple restricted resources)			Date Approved			
3.	Network or Executive Officer						
	Signature			Date Approved	4/23/10		
4.	Cabinet (CAO, CCA, CFO, CSO, Assist. Sup. Facilities)						
	Signature			Date Approved			
5.	Board of Education or State Administrator Signature on the legal contract						
Legal	Required if not using standard contract	Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number			

Board Office Use: Legislative File Info.	
File ID Number	09.2865
Introduction Date	10.19.09
Enactment Number	09-2163
Enactment Date	10-28-09 <i>AS</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

expect Success

every student. every classroom. every day.

# Memo

To Board of Education  
From Anthony Smith, Ph.D., Superintendent  
Board Meeting Date Oct. 28, 2009  
Subject Professional Services Contract - Higher Ground Neighborhood Development (contractor)  
- Allendale Elementary School (site/department)

**Action Requested** Approval of professional services contract between Oakland Unified School District and Higher Ground Neighborhood Development Corp. Services to be primarily provided to Allendale Elementary School for the period of 08/24/2009 through 04/16/2010.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*

The services of Higher Ground support the implementation of the Allendale school plan. The school plan includes increased student achievement based on a RTI (Response to Intervention) model of differentiating instruction. We know that some students require additional behavioral support than what is available from the classroom teacher. Higher Ground carries a caseload of students who are identified based on a high number of behavior referrals.

**Discussion**  
*One paragraph summary of the scope of work.*

Higher Ground Development Corp. will provide Allendale students with Individual and Group Counseling, In-Class Support, Parent Contact and Support, Service Learning, and Teacher Support and Coaching from August 24, 2009, through June 2010. The program works to strengthen the school climate and culture by fostering a sense of community for all students and their parents. The goal of the program is also to decrease lost instructional time for students by

**Recommendation** Approval of professional services contract between Oakland Unified School District and Higher Ground Neighborhood Development Corp. Services to be primarily provided to Allendale Elementary School for the period of 08/24/2009 through 04/16/2010.

**Fiscal Impact** Funding resource name (please spell out) Tier 3 - SIP - Instruction - 101 not to exceed \$37,000.00

**Attachments**

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Insurance Certification
- TB screening documentation
- Statement of qualifications



# OAKLAND UNIFIED SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2009-2010

This Agreement is entered into between the Oakland Unified School District (OUSD) and Higher Ground Neighborhood Development Corp (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 is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** The CONTRACTOR shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on 08/24/2009, or the day immediately following approval by the Superintendent, if total amount the CONTRACTOR has contracted with the District is below \$72,400 in the current fiscal year, or the Board of Education if total contracts exceeds \$72,400, whichever is later. The work shall be completed no later than 04/16/2010.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty Seven Thousand Dollars (\$ 37,000.00). 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: N/A

Payment for the 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 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:
  1. Individual consultants:
    - ☐ Tuberculosis Clearance – Documentation from health care provider showing negative TB status
    - ☐ Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening in current fiscal year.
    - ☐ Insurance Certificates and Endorsements – Documentation showing compliance with section 9 herein.
  2. Agencies or organizations:
    - ☒ Insurance Certificates and Endorsements – Documentation showing compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement except: N/A which shall not exceed a total cost of \$ N/A.

### 6. CONTRACTOR Qualifications / Performance of Services.

**CONTRACTOR Qualifications.** CONTRACTOR 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 regulations, as they may apply.

**Standard of Care.** CONTRACTOR represents 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: Steven Thomasberger  
Site /Dept.: Allendale Elementary School  
Address: 3670 Penniman Ave.  
Oakland, CA  
Phone: (510) 879-1010

**CONTRACTOR:**

Name: Tiffany Gipson  
Title: Administrative Operations Director  
Address: 6441 Herzog Street  
Oakland CA 94608  
Phone: (510) 658-6454

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 in 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. Invoice 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. In addition, 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. This list must include the Department of Justice ATI number for each person and a 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. 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 only one of the boxes below:

☒ The 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.

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

ii. CONTRACTOR shall maintain 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 is attached. Inclusion 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.



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: GA

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 students after 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 of this information.
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 either the State Administrator, the Board of Education, and/or the Superintendent as their 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: 08/24/2009

Work shall be completed by: 04/16/2010

Total Fee: \$ 37,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- ☒ President, Board of Education  
☐ State Administrator  
☐ Superintendent

Date \_\_\_\_\_

Secretary, Board of Education \_\_\_\_\_

Date \_\_\_\_\_

  
Edgar Rakestraw, Jr., Secretary  
Board of Education

CONTRACTOR

  
Contractor Signature

9.28.09  
Date

Tiffany Gipson

Administrative Operations

Print Name, Title

Board Office Use: Legislative File Info.	
File ID Number	09-2865
Introduction Date	10-19-09
Enactment Number	09-2163
Enactment Date	10-28-09

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 describe scope of work below.

Higher Ground Development Corp. will provide Allendale students with Individual and Group Counseling, In-Class Support, Parent Contact and Support, Service Learning, and Teacher Support and Coaching from August 24, 2009, through June 2010. The program works to strengthen the school climate and culture by fostering a sense of community for all students and their parents. The goal of the program is also to decrease lost instructional time for students by enabling them to stay in the classroom and learn. Also, H.G.'s services allow minimal classroom disruption and enable teachers to pay attention to instruction and very little time on

**SCOPE OF WORK**

Higher Ground Neighborhood Dewill provide a maximum of 2397 hours of services at a rate of \$ 15.44 per hour for a total not to exceed \$ 37,000.00. Services are anticipated to begin on 08/24/2009 and end on 04/16/2010.

1. **Description of Services to be Provided** Please provide a one or two paragraphs program description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and the planned outcome.

*Please see attached.*

2. **Strategic Alignment: School-based contracts:** Make clear how this service supports your academic goals and increases student achievement. Provide details as to program participation (Students will...) and intended outcomes (Students will be able to...) **Central office contracts:** How does this service support the overall strategic goals of your department and increase student achievement?

*Please see attached.*

3. **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: 15

- ☐ **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" and the 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.



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORPORATION  
highergroundndc@yahoo.com

Allendale Elementary School  
Behavioral Health/Service Learning  
SCOPE OF WORK

ACTIVITY	SUMMARY	GOAL
<u>GROUP REHABILITATION</u>	25 children will participate in group rehabilitation. Working with identified students on behaviors such as: anger management, non-compliance, impulse control, social skills, coping mechanisms, grief, and loss will help increase students social and emotional functioning.	30% change in one or more behaviors being worked on in group rehabilitation by end of contract period.
<u>IN-CLASS SUPPORT</u>	10 children will receive no less than three hours of in class support per week in 8 week intervals. Children receiving the in-class support mode of treatment are high intervention level participants. Upon the conclusion of 8-week sessions, progress is evaluated a data report created with recommendations around increasing, decreasing, or maintaining time spent. All students receive support the entire year. In-class support assists children in becoming successful in the classroom setting. The goal is to help therapeutically modify the environment helping to reduce the barriers to optimal behavioral functioning. Increasing the amount of time students spends on task and in class is our goal.	40% decrease in behaviors resulting in referrals from the classroom among students receiving in-class support.
<u>INDIVIDUAL BEHAVIORAL INTERVENTION</u>  <u>and</u>  <u>CRISIS INTERVENTION</u>	Children who do not respond to the first two levels of care, which are group and in-class support will receive <u>individual rehabilitation</u> once to twice per week to attempt to get at the deeper issues preventing progress.  Children experiencing sudden trauma resulting in emotional or social instability will be given <u>crisis intervention</u> and seen until trauma has subsided. They may receive ongoing individual, or group treatment until behavior stabilizes.	90% of clients receiving crisis intervention will stabilize in the school setting by the end of the service contract.
<u>SERVICE LEARNING</u>	All 3 <sup>rd</sup> – 5 <sup>th</sup> grade students will participate in a weekly Service Learning class during the school day. Participants will develop a school-wide recycling project and complete the Geography, Restoration, Ecology, Economic, & Natural Sciences (G.R.E.E.N.) Project culminating in the G.R.E.E.N. Mile Hike.	The Site-Wide Recycling Project will be fully operational by January 2009. At least 80% of students completing the G.R.E.E.N. Project will participate in the 6-Week G.R.E.E.N. Mile Hike
<u>TEACHER COACHING</u>	The teachers of children receiving in-class support will receive coaching on ways to implement behavior plans in their classrooms. Behavior plans are critical to teaching students how to manage their behaviors in the classroom. With teachers and adults working with the student using the same language and sets of expectations treatment concepts can be consistently implemented.	20% of teachers whose students receive in-class support will utilize behavior plan strategies.
<u>EVALUATION</u>	An evaluation will be prepared by HG detailing data based on stated outcomes results, satisfaction surveys and information about the successes and challenges of programming are included in the HG self assessment.	An end of the year evaluation revealing the site's level of satisfaction with HG programming and our ability to meet our stated outcomes from impacted daytime faculty and staff.

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2009-2010

## 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.**

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. OUSD contract originator creates the requisition.
5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input checked="" type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year <input checked="" type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years <input checked="" type="checkbox"/> Statement of qualifications (organization) or resume (individual consultant) <input checked="" type="checkbox"/> Proof of general liability insurance naming OUSD as Additionally Insured <input checked="" type="checkbox"/> For organizations (any consultant who has employees): Proof of workers compensation insurance
----------------------	--

OUSD Staff Contact: Emails about this contract should be sent to \_\_\_\_\_

## Contractor Information

Contractor Name	Higher Ground Neighborhood Developme	Agency's Contact	Tiffany Gipson
OUSD Vendor ID #	1001673	Title	Administrative Operations Director
Street Address	6441 Herzog Street	City	Oakland
Telephone	(510) 658-6454	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94608
		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	08/24/2009	Date work will end	04/16/2010	Other Expenses	0.00
Pay Rate Per Hour (required)	\$ 15.44	Number of Hours	2397	Total Contract Amount	\$37,000.00

## Budget Information

Resource #	Resource Name	Org Key	Object Code	Amount
523	Tier 3 SIP Inst 10	1017395161	5825	\$ 37,000.00
			5825	\$
			5825	\$
Requisition No.	R0001502	Total Contract Amount	\$37,000.00	

## 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.	Administrator / Manager (Originator)	Name	Steven Thomasberger	Phone	(510) 879-1010
	Site / Department	Allendale Elementary School		Fax	(510) 879-1019
	Signature			Date Approved	9-28-09
2.	Resource Manager, if using funds managed by <input type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <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	
	Signature (if using multiple restricted resources)			Date Approved	
3.	Network or Executive Officer				
	<input 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			Date Approved	10/1/09
4.	Cabinet (CAO, CCA, CFO, CSO, Assist. Sup. Facilities)				
	Signature			Date Approved	10/6/09
5.	Superintendent, Board of Education or State Administrator Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	
Procurement	Date Received		PO Number		

100  
163

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

03/17/2009

PRODUCER 510.523.3435 FAX 510.523.1632

BayRisk Insurance Brokers Inc.

1920 Minturn Street

P.O. Box 567

Alameda, CA 94501-9667

INSURED Higher Ground Neighborhood Development Corp.

6441 Herzog Street

Oakland, CA 94608-1221

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.****INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: St Paul Travelers Insurance Co

INSURER B: United States Liability Ins Co

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR ADD'L LTR INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	I-660-0394L923-09	03/14/2009	03/14/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<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 type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	NDO1061019B	03/14/2009	03/14/2010	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				
	Directors & Officers				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as additional insured as respects to General Liability and is subject to the policy terms, conditions and exclusions per attached form GN 01 88 01 96.

Policy Cancellation Exception: 10 days for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
1025 2nd Ave  
Oakland, CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **\*30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kym Hayward/KYM

ACORD 26 (2009/01)

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P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-05-2008

GROUP:  
POLICY NUMBER: 1868881-2009  
CERTIFICATE ID: 6  
CERTIFICATE EXPIRES: 06-01-2010  
06-01-2009/06-01-2010

NB

OAKLAND UNIFIED SCHOOL DISTRICT  
1025 2<sup>ND</sup> AVE  
OAKLAND, CA 94606

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
AUTHORIZED REPRESENTATIVE  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COST: 1,000,000 PER OCCURRENCE.

ENDORSEMENT #16 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2009-07-17 IS ATTACHED TO AND FORMS  
A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:  
OAKLAND UNIFIED SCHOOL DISTRICT

EMPLOYER

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT AND  
CORP  
1161 64<sup>TH</sup> STREET  
OAKLAND CA 94608

[LAT,CN]



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORPORATION  
highergroundndc@yahoo.com

Allendale Elementary School  
Behavioral Health/Service Learning  
BUDGET

Program Expense	Description	Breakdown	Cost
<b><u>STAFFING</u></b>	Operations Director – Supervision, Training and Teacher Coaching and Evaluation	5 hours/month @ 7 months (\$50)	\$1,750
	Behavioral Health Coordinator	35 hours/week @ 29 weeks (\$20)	\$20,300
	Intern – possible in the Spring 2010	15 hours/week @ 22 weeks (\$16)	\$5,280
	Service Learning Coordinator	35 hours/week @ 29 weeks (\$20)	\$20,300
<b><u>INCENTIVES</u></b>	Incentives \$100/group @ 5 groups/month @ 10 months; awards, trips, etc	\$100/group @ 5 groups/month @ 7 months	\$3,500
<b><u>SUPPLIES</u></b>	Program Supplies and Materials – games for psycho-social development; learning materials; and recreational games; recycling materials; hiking materials; and first aid kits.	N/A	\$1,500
<b><u>TRANSPORTATION</u></b>	Transportation to monthly incentive trips and 6-week G.R.E.E.N. Mile Hike; gas; driver	\$15 @ 8 hrs @ 8 trips; \$70 gas for 8 trips	\$1,520
<b><u>SUBTOTAL</u></b>			\$54,150
<b><u>INDIRECT</u></b>	Payroll, Accounting, Insurance, Etc.	10%	\$5,415
<b><u>TOTAL PROGRAM BUDGET</u></b>			\$59,565
<b><u>IN-KIND</u></b>	Higher Ground In-Kind Contribution		\$22,565
<b><u>TOTAL SITE COST</u></b>			\$37,000

Contract Dates:  
August 24, 2009 – April 16, 2010

Staffing:  
Operations Director – Amber Blackwell  
Behavioral Health Coordinator – Alfred Dyer  
Service Learning Coordinator – Reginald Archie  
Intern - TBD





# HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

6441 Herzog Street

Oakland, California 94608

(510)658-6454

highergroundndc@yahoo.com

## BIOGRAPHY OF OUSD-RELATED SERVICES

School Year	Site	Summary of Programs and Services
2008 - 2009	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> <li>✓ School Day Behavioral Health Program</li> <li>✓ Developmental Recess</li> <li>✓ Service Learning</li> <li>✓ Comprehensive After School Program Coordination and Implementation</li> </ul>
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> <li>✓ Grade Level Collaborative Support</li> <li>✓ Comprehensive After School Program Coordination and Implementation</li> </ul>
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> <li>✓ Comprehensive After School Program Coordination and Implementation</li> </ul>
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> <li>✓ Comprehensive After School Program Coordination and Implementation</li> <li>✓ Grade Level Collaborative Support</li> </ul>
2007 - 2008	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> <li>✓ School Day Behavioral Health Program</li> <li>✓ Developmental Recess</li> <li>✓ Service Learning</li> <li>✓ Comprehensive After School Program Coordination and Implementation</li> </ul>
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> <li>✓ School Day Behavioral Health Program</li> <li>✓ Recess Support</li> <li>✓ Grade Level Collaborative Support</li> <li>✓ Comprehensive After School Program Coordination and Implementation</li> </ul>
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> <li>✓ ELL Support Program</li> <li>✓ Comprehensive After School Program Coordination and Implementation</li> </ul>
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> <li>✓ Grade Level Collaborative Support</li> <li>✓ Comprehensive After School Program Coordination and Implementation</li> </ul>
2006 - 2007	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> <li>✓ School Day Behavioral Health Program</li> <li>✓ Service Learning</li> <li>✓ Comprehensive After School Program Coordination and Implementation</li> </ul>
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> <li>✓ Comprehensive After School Program Coordination and Implementation</li> </ul>
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> <li>✓ Comprehensive After School Program Coordination and Implementation</li> </ul>
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> <li>✓ School Day Behavioral Health Program</li> <li>✓ Grade Level Collaborative Support</li> <li>✓ Comprehensive After School Program Coordination and Implementation</li> </ul>
2005 - 2006	<i>Cox Elementary School</i>	<ul style="list-style-type: none"> <li>✓ School Day Behavioral Health Program</li> </ul>
	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> <li>✓ School Day Behavioral Health Program</li> <li>✓ Comprehensive After School Program Coordination and Implementation</li> </ul>
	<i>Jefferson Elementary School</i>	<ul style="list-style-type: none"> <li>✓ After School SES Coordination</li> </ul>
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> <li>✓ Comprehensive After School Program Coordination and Implementation</li> </ul>
2004 - 2005	<i>Cox Elementary School</i>	<ul style="list-style-type: none"> <li>✓ School Day Behavioral Health Program</li> <li>✓ After-School Program</li> </ul>
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> <li>✓ Comprehensive After School Program Coordination and Implementation</li> </ul>
2003 - 2004	<i>Cox Elementary School</i>	<ul style="list-style-type: none"> <li>✓ School Day Behavioral Health Program</li> </ul>
	<i>Fruitvale Elementary School</i>	<ul style="list-style-type: none"> <li>✓ After School Behavioral Health Group</li> </ul>