

Board Office Use: Legislative File Info.	
File ID Number	12-3067
Introduction Date	Jan 9, 2013
Enactment Number	12-0096
Enactment Date	1-9-13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

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

Board Meeting Date
 (To be completed by
 Procurement)

Jan 9, 2013

Subject

Professional Services Contract -
Higher Ground Neighborhood Dve Oakland CA (contractor, City State)
125/New Highland Academy (site/department)

Action Requested

Approval of a professional services contract between Oakland Unified School District and Higher Ground Neighborhood Dve. Corp. Services to be primarily provided to 125/New Highland Academy for the period of 10/28/2012 through 06/14/2013.

Background

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

Higher Ground will help increase the participation of ELL families at school events, ie Data Night, Family Literacy Night, ELAC and SSC meetings. The agency will also focus on increasing parents & caregivers access to resources to support their children education. Higher Ground will provide weekly ongoing translations for non-bilingual teachers by writing notes & making phone calls to Spanish-speaking parents regarding school events, student progress, challenges and successes. Higher Ground will also work to organize parent volunteers.

Discussion

One paragraph summary of the scope of work.

Higher Ground will distribute and post flyers, call families to extend personal invitations to school events such as those listed above. Higher Ground will facilitate parent trainings in use of computer lab sessions. The agency will meet biweekly with non-bilingual teachers at designated times to provide face-to-face, phone and/or written translations of their communication with Spanish-speaking parents/caregivers of their students. In addition Higher Ground will organize and train parent volunteers to work with identified FBB and BB students and/or prep materials and do other clerical tasks to support teachers.

Recommendation

Approval of professional services contract between Oakland Unified School District and Higher Ground Neighborhood Dve. Corp. Services to be primarily provided to 125/New Highland Academy for the period of 10/28/2012 through 06/14/2013.

Fiscal Impact

Funding resource name (please spell out) EIA/INSTR
TITLE 1 not to exceed \$ 6,200.00

Attachments

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

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OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

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

- Services:** The 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 10/28/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/14/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed six thousand two hundred dollars Dollars (\$ 6,200.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A.

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

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

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

- 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: Liz Ozol
Site /Dept.: 125/New Highland Academy
Address: 8521 A Street
Oakland, CA
Phone: (510) 729-7723

CONTRACTOR:

Name: Amber Blackwell
Title: Administrative Operations Director
Address: 6441 Herzog St.
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 of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

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

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

10. Insurance:

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

Check one of the boxes below:

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

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

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

OR

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

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

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- Contractor initial: AB
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.
- CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of 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/eplis/search.do>)

Summary of terms and compensation:

Anticipated start date: 10/28/2012

Work shall be completed by: 06/14/2013

Total Fee: \$6,200.00

OAKLAND UNIFIED SCHOOL DISTRICT

☒ President, Board of Education

☐ Superintendent or Designee

[Signature]
Secretary, Board of Education

11/7/13
Date

1/17/13
Date

CONTRACTOR

[Signature]
Contractor Signature

10-4-12
Date

Amber Blackwell
Print Name, Title

Administrative Operations ☒

File ID Number: 12-3067
Introduction Date: 1-9-13
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Enactment Date: 1-9-13
By: [Signature]

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.

Higher Ground will distribute and post flyers, call families to extend personal invitations to school events such as those listed above. Higher Ground will facilitate parent trainings in use of computer lab sessions. The agency will meet biweekly with non-bilingual teachers at designated times to provide face-to-face, phone and/or written translations of their communication with Spanish-speaking parents/caregivers of their students. In addition Higher Ground will organize and train parent volunteers to work with identified FBB and BB students and/or prep materials and do other clerical tasks to support teachers.

SCOPE OF WORK

Higher Ground Neighborhood Dve. Corp. will provide a maximum of 102.56 hours of services at a rate of \$ 15.60 per hour for a total not to exceed \$ 1,600.00. Services are anticipated to begin on 10/28/2012 and end on 06/14/2013.

- 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.

Higher Ground will help increase the participation of ELL families at school events, ie Data Night, Family Literacy Night, ELAC and SSC meetings. The agency will also focus on increasing parents & caregivers access to resources to support their children education. Higher Ground will provide weekly ongoing translations for non-bilingual teachers by writing notes & making phone calls to Spanish-speaking parents regarding school events, student progress, challenges and successes. Higher Ground will also work to organize parent volunteers.

- 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.

Higher Ground consultant will help increase participation of ELL families at school events by 20% while also increasing their ability to access the resources and services needed to support their child(ren)'s academic success. This work will result in increased support to non-bilingual teachers through verbal and translation services for parent conferences and the results will be measured by end of the year surveys. Lastly the services will result in increased support to the site's overall efforts to increase student attendance through constant and on-going communication with ELL families.

- 3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- | | |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

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

Please select:

- ☒ **Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: 1255QI4A1633 # 1255QI4A1627
- ☐ **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.
-



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

www.highergroundndc.com

6441 Herzog St.
Oakland, CA 94608
(510) 658-6454

email: highergroundndc@yahoo.com

**New Highland Academy Elementary School
SCOPE OF WORK**

ACTIVITY	SUMMARY	GOAL
Parent Outreach and Teacher Support	HG will help increase participation of ELL families at school events, increase their ability to access the resources and services needed to support their child(ren)'s academic success and support non-bilingual teachers with verbal and translation services.	The team member will be present at least 85% of the time.

BUDGET

Program Expense	Description	Breakdown	Cost
STAFFING	Spanish-Speaking Outreach Consultant	3 hrs/day @ 30 wks (\$15.60/hr)	\$7,020
SUBTOTAL			\$7,020
ADMINISTRATIVE COST	Payroll, Accounting, Insurance, Etc.	10%	\$780
TOTAL PROGRAM BUDGET			\$7,800

Contract Dates and Times:

October 28, 2012 through June 14, 2013 9:00am – 12:00pm

Staffing:

Operations Director – Amber Blackwell

Site Coordinator – Sophie Grajeda

Coach/Developmental Recess Support – Dolores Trejo



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

6441 Herzog Street
Oakland, California 94608

(510)658-6454

www.highergroundndc.com

STATEMENT OF QUALIFICATIONS

School Year	Site	Summary of Programs and Services
2008 - 2012	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> ♦ School Day Behavioral Health Program ♦ Developmental Recess ♦ Service Learning ♦ Comprehensive After School Program Coordination Implementation ♦ Community Schools Coordination
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> ♦ Comprehensive After School Program Coordination Implementation ♦ Community Schools Coordination ♦ Grade Level Collaborative Support - Physical Education Classes
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> ♦ Comprehensive After School Program Coordination Implementation ♦ Developmental Recess
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> ♦ Comprehensive After School Program Coordination Implementation ♦ Community Schools Coordination and new campus design team ♦ Grade Level Collaborative Support - Physical Education Classes
Fall 2010	<i>Marshall Elementary School</i>	<ul style="list-style-type: none"> ♦ Fiscal Agent
2007 - 2008	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> ♦ School Day Behavioral Health Program ♦ Developmental Recess ♦ Service Learning ♦ Comprehensive After School Program Coordination Implementation
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> ♦ School Day Behavioral Health Program ♦ Recess Support ♦ Grade Level Collaborative Support ♦ Comprehensive After School Program Coordination Implementation
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> ♦ ELL Support Program ♦ Comprehensive After School Program Coordination Implementation
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> ♦ Grade Level Collaborative Support ♦ Comprehensive After School Program Coordination Implementation
2006 - 2007	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> ♦ School Day Behavioral Health Program ♦ Service Learning ♦ Comprehensive After School Program Coordination Implementation
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> ♦ Comprehensive After School Program Coordination Implementation
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> ♦ Comprehensive After School Program Coordination Implementation
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> ♦ School Day Behavioral Health Program ♦ Grade Level Collaborative Support ♦ Comprehensive After School Program Coordination Implementation
2005 - 2006	<i>Cox Elementary School</i>	<ul style="list-style-type: none"> ♦ School Day Behavioral Health Program



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

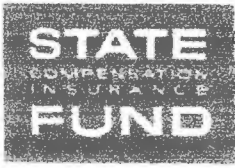
6441 Herzog Street

Oakland, California 94608

(510)658-6454

www.highergroundndc.com

	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> ✦ School Day Behavioral Health Program ✦ Comprehensive After School Program Coordination Implementation
	<i>Jefferson Elementary School</i>	✦ After School SES Coordination
	<i>Sobrante Park Elementary School</i>	✦ Comprehensive After School Program Coordination Implementation
2004 - 2005	<i>E. Morris Cox Elementary School</i>	<ul style="list-style-type: none"> ✦ School Day Behavioral Health Program ✦ After-School Program
	<i>Sobrante Park Elementary School</i>	✦ Comprehensive After School Program Coordination Implementation
2003 - 2004	<i>E. Morris Cox Elementary School</i>	✦ School Day Behavioral Health Program
	<i>Fruitvale Elementary School</i>	✦ After School Behavioral Health Group
2003	<i>Oakland Unified School District</i>	OUSD granted HGNDNC a license to operate a K-5 public elementary Charter school called Lotus Agriculture & Technology Academy
2002	<i>Higher Ground Neighborhood Development Corp. Established</i>	✦ Receipt of 501 (c) (3) from State of California



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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-18-2012

GROUP:
POLICY NUMBER: 1955988-2012
CERTIFICATE ID: 5
CERTIFICATE EXPIRES: 01-19-2013
01-19-2012/01-19-2013

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 and CEO

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

EMPLOYEE

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP
AND CORP
6441 HERZOG ST
OAKLAND CA 94608



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2012

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

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

PRODUCER	CONTACT NAME: Kym Hayward
BayRisk Insurance Brokers Inc.	PHONE (A/C No. Ext): (510) 523-3435
1920 Minturn Street	FAX (A/C No): (510) 523-1632
P.O. Box 567	E-MAIL ADDRESS: kym@bayrisk.com
Alameda CA 94501-9667	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers Indemnity Co of CT
	INSURER B: United States Liability Ins Co
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 12/13 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					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		I-660-0394L923-12	3/14/2012	3/14/2013	MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS					
	NON-OWNED AUTOS					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP3937T41912	06/26/2012	3/14/2013	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers		ND01061019C	3/14/2012	3/14/2013	\$1,000,000 Per Claim \$1,000,000 Per Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Oakland Unified School District, its Board Members, directors, officers, agents, and employees and volunteers are 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. Supersedes certificate previously issued 06/28/12

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kym Hayward/NINA

Kym C. Hayward

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHARITY FIRST – AMENDMENT OF COVERAGE – WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization (Additional Insured):

Oakland Unified School District
its Board Members, directors, officers, agents and employees and volunteers
1025 2nd Ave.
Oakland, CA 94606

Designation Of Premises (Part Leased to You)

WHO IS AN INSURED (Section II) is amended to include as an Insured:

- A. Your members and volunteers but only with respect to their liability for your activities or activities they perform on your behalf;
- B. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf; and
- C. Person(s) or organization(s), whether or not shown in the Schedule above, but only with respect to their liability arising out of:
 - 1. Their financial control over you;
 - 2. Their requirements for certain performance placed upon you, as a non-profit organiza-

tion, in consideration for funding or financial contributions you receive from them;

- 3. The ownership, maintenance or use of that part of a premises leased to you; or
- 4. "Your work" for that insured by or for you.

As respects Part C.3. above, this insurance does not apply to:

- (a) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s); or
- (b) Any "occurrence" which takes place after you cease to be a tenant in that premises.

OGDEN UT 84201-0038

In reply refer to: 0437881549
June 28, 2012 LTR 4168C E0
31-1779933 000000 00
00034872
BODC: TE

HIGHER GROUND NEIGHBORHOOD
DEVELOPMENT CORPORATION
% AMBER BLACKWELL
6441 HERZOG ST
OAKLAND CA 94608-1221

11576

Employer Identification Number: 31-1779933
Person to Contact: Mr. Ludlow
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your June 17, 2012, request for information regarding your tax-exempt status.

→ Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in February 2002.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(ii).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : Higher Ground
Neighborhood Development Corporation

As of 10-Oct-2012 12:32 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

Bilingual parent liaison provides translation for teacher communications, report card conferences, etc.	% parents attending report card confs.	English Learners	August-June 2012-13	Principal	5/3/2012	125SQI4A1633	Bilingual parent liaison	7090-EIA - SCE	5825-CONSULTANTS	0	\$5,200.00
Bilingual parent liaison provides translation for teacher communications, report card conferences, etc.	% parents attending report card confs.	English Learners	August-June 2012-13	Principal	5/3/2012	125SQI4A1634	Bilingual parent liaison	7091-EIA - LEP	5825-CONSULTANTS	0	\$1,600.00

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.

Attachment Checklist

- ☐ For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- ☐ For individual consultants: Proof of negative tuberculosis status within past 4 years.
- ☒ For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- ☒ For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- ☒ For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- ☒ For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) Matilde Flores

Contractor Information

Contractor Name	Higher Ground Neighborhood Dve. Corp	Agency's Contact	Amber Blackwell
OUSD Vendor ID #	1001673	Title	Administrative Operating Director
Street Address	6441 Herzog St.	City	Oakland
Telephone	(510) 658-6454	State	CA
		Zip	94608
		Email (required)	matilde.flores@ousd.k12.ca.us
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	10/28/2012	Date work will end	06/14/2013	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$ 15.60	Number of Hours (required)	397.43		

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
7090	EIA/INSTR	125485910158	5825	\$ 5,200.00
3010	TITLE 1	1254854201	5825	\$ 1,000.00
			5825	\$
Requisition No. (required)		R0303650	Total Contract Amount	
			\$ 6,200.00	

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.

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

1.	Administrator / Manager (Originator)		Name	Liz Ozol	Phone	(510) 729-7723
	Site / Department		125/New Highland Academy	Fax	(510) 729-7725	
	Signature		<i>[Signature]</i>	Date Approved	10/4/12	
2.	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					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature		<i>[Signature]</i>	Date Approved	10/16/12	
3.	Regional Executive Officer					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	Signature		<i>[Signature]</i>	Date Approved	11/12/12	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations					Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000
	Signature		<i>[Signature]</i>	Date Approved	12-3-2012	
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved		Denied - Reason		Date
Procurement		Date Received		PO Number		

2218