

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	15-1018
Introduction Date	6-10-15
Enactment Number	15-0902
Enactment Date	6-10-15



**OAKLAND UNIFIED SCHOOL DISTRICT**

Community Schools • Empowering Students

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent

**Board Meeting Date**  
(To be completed by Procurement) 6-10-15

**Subject** Professional Services Contract Amendment No. 1 -  
Higher Ground Neigh  
107/East Oakland PRIDE Elementary School (site/department)

**Action Requested** Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Higher Ground Neigh. Services to be primarily provided to 107/East Oakland PRIDE Elementary School for the period of 10/06/2014 through 06/12/2015.

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

East Oakland PRIDE Elementary is an elementary school that serves approximately 437 students that had over 200 office referrals during the 2013-2014 school year and 24 out-of-school suspensions. While investing heavily in a School Culture Plan that addresses Tier 1 Behavior Management across the school, we must also ensure that we are supporting the social-emotional development of our scholars. While we strive to tighten up systems and expectations, we seek to provide students with the social-adaptive behavioral skills needed to respond appropriately during conflict or challenges with peers. Higher Ground will provide lessons in Caring School Community, Second-Step and will develop and foster Social Skills Groups, Service Learning Projects and mentorship for our most needy students while promoting empathy and caring across the school.

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

Scope of work will include: 1) School climate workshops that focus on teaching children caring school community curriculum and second step problem solving. The objective of these workshops is to expand children's exposure to concepts of empathy, cooperation, reciprocity, and stewardship 2) Classroom support to therapeutically modify the environment, helping reduce the barriers to optimal behavioral functioning. 3) Behavioral Skill Building Group Rehabilitation for identified students to learn coping mechanisms that will help scholars control and manage anger, non-compliance, impulse control, pro-social skills, grief and loss. 4) Individual Behavioral Intervention for students that include 30-40 minute sessions once a week working on target behaviors and appropriate supports, replacement behaviors and relationship building.

**Recommendation** Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Higher Ground Neigh. Services to be primarily provided to 107/East Oakland PRIDE Elementary School for the period of 10/06/2014 through 06/12/2015.

**Fiscal Impact** Funding resource name (please spell out) \_\_\_\_\_ not to exceed \$ 10,000.00

**Attachments**

- Contract Amendment
- Copy of original contract and any prior amendments

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**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools. Thriving Students.

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

This Amendment is entered into between the Oakland Unified School District (OUSD) and Higher Ground Niegh (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 10/06/20214 and the parties agree to amend that Agreement as follows:

1. **Services:**  The scope of work is unchanged  The scope of work has changed.  
**If the scope of work has changed:** Provide brief description of revised scope of work including measurable description of expected final results such as services, materials, products, and/or reports; attach additional pages as necessary.  
 Revised scope of work attached, OR  The CONTRACTOR agrees to provide the following amended services:

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2. **Terms (duration):**  The term of the contract is unchanged.  The term of the contract has changed.  
**If the term has changed:** The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_.

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3. **Compensation:**  The contract price is unchanged.  The contract price has changed.  
**If the compensation has changed:** The contract price is amended by  
 Increase of \$ 10,000.00 to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
and the new contract total is \$35,000.00 dollars (\$ 35,000.00 )

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

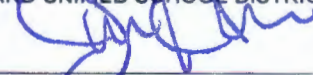
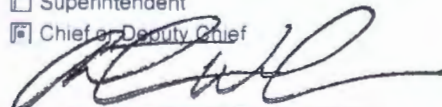
5. **Amendment History:**

There are no previous amendments to this Agreement.  This contract has previously been amended as follows.

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


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

OAKLAND UNIFIED SCHOOL DISTRICT

  
 President, Board of Education  
 Superintendent  
 Chief or Deputy Chief  
  
Secretary, Board of Education

6/11/15  
Date

CONTRACTOR

  
Contractor Signature  
4-28-15  
Date  
Imber Blackwell  
Print Name, Title





**Contract Amendment  
 East Oakland Pride Elementary School**

**SCOPE OF WORK  
 HG STRONG BEHAVIOR PROGRAM  
 Additional Services to Start January 5, 2015**

ACTIVITY	SUMMARY	GOAL
<p><b>SCHOOL WIDE            INDIVIDUAL            BEHAVIORAL            INTERVENTION            AND            CRISIS            INTERVENTION</b></p>	<p>Additional staff needed in order to meet terms of contract. The additional coach will work with children not represented on the Strong Behavior caseload of 20. The additional coach will respond to referrals as well as calls from the office for support. The goal is to stabilize behavior, engage in restorative conversation, prepare student or students to return to class, and transition students back into class assuring they are handed off in an affirming way to the designated classroom teacher.</p> <p>Crisis intervention is any unplanned event taking place that puts the child, teacher, or other children in emotional danger. The SSO is designated for crisis involving physical methods for the stabilization of children.</p> <p>The additional coaches role is to enage the child on an emotional level calming them down, processing the problem, engaging in a restorative conversation if the child is ready, and getting them back to class on task is the overall goal of the School wide intervention.</p> <p>The goal is to increase students time in class on task.</p>	<p>90% of students receiving school wide and crisis intervention will stabilize and return to class.</p>
<p><b>IN-CLASS            SUPPORT</b></p>	<p>Current HG serve 10 very high needs students and all are in different classrooms. The additional coach will allow each and every student to receive 45 to 60 minutes per day of in-class support. In class support is ongoing however children have goals to reach every 8 weeks. Upon the conclusion of 8-week sessions, progress is evaluated a data report created with recommendations around increasing, decreasing, or maintaining time spent and what can be done to increase success. All students receive support the entire year.</p> <p>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 <b>on task and in class is our goal.</b></p>	<p>40% decrease in behaviors resulting in referrals from the classroom among students receiving in-class support.</p>
<p><b>GENDER            SPECIFIC            BEHAVIORAL            SKILL BUILDING            GROUP            REHABILITATION</b></p>	<p>20 Students will participate in group rehabilitation. Working with identified students to learn coping mechanisms that help them control and manage: anger, non compliance, impulse control, pro social skills, grief and loss. Group will help increase students social and emotional functioning while increasing feelings of being in an emotionally healthy, safe, and supporting environment.</p> <p>The additional coach will allow us to have smaller group sizes which is will help us effectively address some of the individual behaviors that may arise needing individual attention during</p>	<p>30% change in one or more behaviors being worked on in group within the larger setting by end of contract period.</p>

	group.	
<b>EVALUATION</b>	An evaluation will be presented by Hg detailing data based on stated outcomes, results, satisfaction, and information about the successes and challenges of programming are all included in 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.

**East Oakland Pride Elementary School  
BUDGET NARRATIVE  
2014-15 School Year  
Additional Services to Start January 5, 2015**

Program Expense	Description	Breakdown	Cost
<b>STAFFING</b>  <b>Coach2</b>	<p>Tier 2 HG RJ Coach 20 students receive 45 min theme based group twice per week</p> <p>No less than 2.5 hours per week per child of targeted individual in-class support daily</p> <p>Daily yard coaching/shadowing scaffolding at all loosely structured activities such as assemblies, special project participation, and field trips.</p> <p>Coaches will increase and improve student behavior and promote positive school climate and culture through providing developmentally appropriate opportunities for cooperative games and independent activities for student</p>	<p><b>Coach 2</b> 20 hrs/wk x \$20.00/hr @ 22 weeks</p>	<p><b>Coach 1</b> \$ 8,800</p>
<b>Training and Supervision(T&amp;S)</b> Amber Blackwell, M.A.	<b>All training and supervision will be primarily provided by Higher Ground, however staff is strongly encouraged to attend relevant school sponsored trainings.</b>	<b>T &amp; S</b> Hours vary	<b>1,200.00</b>
<b>Staffing Sub Total</b>			<b>\$10,000.00</b>
INCENTIVES (HG match)	Incentives \$100/group @ 4 groups/month @ 10 months; awards, trips, etc.	\$100/group @ 4 groups/month @ 5 months	\$1,400.00
SUPPLIES (HG match)	Program Supplies and Materials -- games for psycho-social development; learning materials; cooperative games; recreational games; recycling materials; hiking materials; and first aid kits.	N/A	\$2,000
TRANSPORTATION (HG match)	Transportation to monthly incentive trips and Service Learning fieldtrips; gas; driver	\$15 @ 8 hrs @ 6 trips; \$70 gas for 6 trips	\$930.00
<b>ADMINISTRATIVE COSTS SUBTOTAL</b>	<i>Payroll, Accounting, Insurance, Etc.</i>	10%	\$1,500

<b>HG Match SUBTOTAL</b>			<b>\$4,330.00</b>
<b>East Oakland Pride Contribution</b>		<b>OUSD Funds</b>	<b>\$10,000</b>
<b>Higher Ground Match</b>			<b>\$ 4,330.00</b>
<b>TOTAL PROGRAM BUDGET</b>			<b>\$14,330.00</b>



# AMENDMENT ROUTING FORM 2014-2015

## PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1



### Directions

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

- Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

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

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

OUSD Staff Contact: *Emails about this contract should be sent to [redacted]*

### Contractor Information

Contractor Name	Higher Ground Neigh	Agency's Contact	Amber Blackwood				
OUSD Vendor ID #	1001673	Title	Contractor				
Street Address	6441 Herzog St	City	Oakland	State	ca	Zip	94608
Telephone	(510) 658-6454	Email (required)	highergroundnc@yahoo.com				

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

Original Contract Amount	\$ 25,000.00	Original PO #	p1505714	New Requisition #	R0153686
Amended Amount	\$ 10,000.00	Start Date	10/06/2014	End Date	06/12/2015
New Total Contract Amount	\$ 35,000.00	Pay Rate Per Hour	\$ 29.40	# of Hours	340.14

### Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
3010	Title 1	1074850101	5825	\$ 10,000.00
			5825	
			5825	

### Approval and Routing (in order of approval steps)

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

1.	<b>Administrator / Manager</b> (Originator)	Name	Jacqueline Perl	Phone	510-636-8217
	Site/Department (Name & #)	107/East Oakland PRIDE Elementary School		Fax	510-636-8220
	Signature	<i>[Signature]</i>		Date Approved	3/26/15
2.	<b>Resource Manager</b> , if using funds managed by:	<input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools and Student Services			
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature	<i>[Signature]</i>		Date Approved	5/15/15
	Signature (if using multiple restricted resources)			Date Approved	
3.	<b>Network Superintendent/Deputy Network Superintendent</b>				
	Signature	<i>[Signature]</i>		Date Approved	5/4/15
4.	<b>Chiefs / Deputy Chiefs</b>	Consultant Aggregate <input checked="" type="checkbox"/> Under <input type="checkbox"/> Over \$84,100			
	<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	<i>[Signature]</i>		Date Approved	
5.	<b>Superintendent, Board of Education</b>	Signature on the legal contract			
	Legal Required if not using standard contract	Approved	Denied - Reason	Date	
	Procurement	Date Received	PO Number		

RECEIVED  
 MAY 15  
 By *WG*

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	14-2422
Introduction Date	1-14-15
Enactment Number	15-0067
Enactment Date	1/14/15 ED



OAKLAND UNIFIED SCHOOL DISTRICT

# Memo

**To:** Board of Education  
**From:** Antwan Wilson, Superintendent  
**Board Meeting Date (To be completed by Procurement):** 1/14/15 ED  
**Subject:** Professional Services Contract - Higher Ground Neighborhood Development - East Oakland Pride (site/department)

**Action Requested:** Approval of professional services contract between Oakland Unified School District and Higher Ground Neighborhood Development. Services to be primarily provided to East Oakland Pride for the period of 10/06/2014 through 06/12/2015.

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

East Oakland PRIDE currently is a charter school that serves approximately 437 students with an average daily attendance during the 2013-2014 school year and 24 social skills classrooms. While meeting needs and addressing the Plan that addresses Tier 1 behavior interventions across the school, we must ensure that we are supporting the social-emotional development of all students. While we strive to fulfill our students and expectations, we seek outside expertise with the social skills interventions needed to respond appropriately to the social-emotional needs. Higher Ground will provide lessons in Caring School Communities, Social Skills Development and Tier 1 Social Skills Groups, Service Learning Projects and interventions for non-ready students while ensuring continuity and learning across the school.

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

Scope of work will include: Social-emotional lessons that focus on teaching children caring, respect, responsibility, cooperation and solving problems. The objective of these lessons will be to increase children's exposure to concepts of respect, responsibility and stewardship. Lessons will be to be developed, taught and implemented, helping reduce the barriers to social skills development. Behavioral data building, Group Remediation for identified students with social-emotional needs that will help students build and manage anger, self-control and problem-solving. Social skills interventions for individual behaviors, interventions for groups that include 30-40 minute sessions once a week with group target behaviors and appropriate responses, replacement behaviors and relationship building.

**Recommendation:** Approval of professional services contract between Oakland Unified School District and Higher Ground Neighborhood Development. Services to be primarily provided to East Oakland Pride for the period of 10/06/2014 through 06/12/2015.

**Fiscal Impact:** Funding resource name (please spell out) Unrestricted Instructional SCE not to exceed 25,000.00

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



Board Office Use Legislative File Info.	
File ID Number	14-2422
Introduction Date	1-14-15
Enactment Number	150067
Enactment Date	11/4/15



**OAKLAND UNIFIED SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

**PROFESSIONAL SERVICES CONTRACT 2014-2015**

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

- Services** CONTRACTOR shall provide the "Services" or "Work" as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms** CONTRACTOR shall commence work on 10/06/2014 or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year or approval by the Board of Education if the total contract(s) exceed \$84,100 whichever is later. The work shall be completed no later than 06/12/2015.
- Compensation** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed \_\_\_\_\_ Dollars 25,000.00 [per fiscal year] at an hourly billing rate not to exceed \$28.40 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.  
 If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A" attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.  
 OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A  
 Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.  
 The granting of any payment by OUSD or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work which does not conform to the requirements of this Agreement may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.
- Equipment and Materials** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except N/A which shall not exceed a total cost of \_\_\_\_\_.
- CONTRACTOR Qualifications / Performance of Services**  
**CONTRACTOR Qualifications** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.  
**Standard of Care** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Invoicing** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below.



Professional Services Contract

**OUSD Representative:**

Name: Jacqueline Peri  
Site /Dept: East Oakland PRIDE  
Address: 8000 Birch St  
Oakland, ca 94621  
Phone: 510-636-8217  
Email: jacqueline.peri@ousd.k2.ca.us

**CONTRACTOR:**

Name: Amber Blackwell  
Title: Contractor  
Address: 6441 Herzog St  
Oakland CA 94608  
Phone: (510) 658-6454  
Email: highergroundnc.com

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

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

9. **Insurance**

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

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.

i. 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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

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

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



Professional Services Contract

- 13 **Drug-Free / Smoke Free Policy** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 14 **Indemnification** CONTRACTOR agrees to hold harmless, indemnify and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 15 **Copyright/Trademark/Patent/Ownership** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 16 **Waiver** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 17 **Termination** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 18 **Conduct of CONTRACTOR** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
  - 1 **Tuberculosis Screening.** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  - 2 **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement; and CONTRACTOR certifies its compliance with these provisions as follows: CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement and the California Department of Justice has determined that none of those Employees has been convicted of a felony as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

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



Professional Services Contract

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

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable 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 without the prior approval of OUSD Human Resources

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

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

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

- 25. Litigation This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement

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

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

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

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

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

- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time complete and return with the signed Contract the W-9 form

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

CONTRACTOR

Contractor Signature

Amber Blackwell

Contractor

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 14-2422  
Introduction Date: 1/14/15  
Enactment Number: 15-0067  
Enactment Date: 1/14/15  
By: [Signature]

## EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL ]

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.

### ACTIVITY SUMMARY GOAL

#### SCHOOL CLIMATE WORKSHOPS

HG School climate workshops conducted by collaborative time coaches serve as a mechanism to give teachers more individual and grade level planning time as well as expose students to projects and inquiry based learning opportunities. School climate workshops focus on teaching children caring school community, second step problem solving, as well as S.T.E.M based lessons. The goal is to expand children's exposure to concepts of empathy, cooperation, reciprocity, and stewardship.

90% of students who attend class 95% of the time will state that they have a greater understanding of S.T.E.M concepts after participating in classroom climate workshops with HG coaches.

#### IN-CLASS SUPPORT

10 students of the 20 students that make up a typical caseload 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.

### GENDER SPECIFIC

#### BEHAVIORAL SKILL BUILDING GROUP REHABILITATION

20 Students will participate in group rehabilitation. Working with identified students to learn coping mechanisms that help them control and manage: anger, non compliance, impulse control, pro social skills, grief and loss will help increase students social and emotional functioning while increasing the feeling of being in a healthy, safe, and supporting environment.

30% change in one or more behaviors being worked on in group within the larger setting by end of contract period.

#### INDIVIDUAL BEHAVIORAL INTERVENTION AND

#### CRISIS INTERVENTION

Children not responding to tier 1 of school wide RTI along with HG's first two levels of care, which are skill building groups and in-class support will receive additional individual rehabilitation 1 X per week for a minimum of 30 to 45 minutes in an attempt to get at the deeper issues preventing progress or addressing sudden Trauma affecting desired behavioral outcomes. 90% of students receiving crisis intervention will stabilize in the school setting by the end of the service contract.

#### TEACHER COACHING

The teachers of children receiving in-class support will receive coaching on ways to implement individuals HG behavior plans in their classrooms. Behavior plans are critical to helping teacher reach and manage every behavior they may encounter in the classroom setting. With teachers and students working together using the same language, behavioral cues, and shared expectations treatment concepts can be consistently implemented. HG led parent engagement and purposeful interactions will increase one to one parent/teacher interactions around student achievement and behavioral goals. HG works to assure that students, parents and teachers have a common understanding of treatment goals and everyone's responsibility and roles within the student's treatment. The goals are for students, parents and teachers to work as a team for the entire 38 weeks of school. 20% of teachers whose students receive in-class support will utilize behavior plan strategies and express better relationships with the parents of students receiving in-class support.

#### EVALUATION

An evaluation will be presented by Hg detailing data based on stated outcomes, results, satisfaction, and information about the successes and challenges of programming are all included in Hg self assessment. An end of the year evaluation revealing the site's level of satisfaction with Hg programming and our ability to meet out stated outcomes from impacted daytime faculty and staff.



**Professional Services Contract**

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

In alignment with our School Site Culture Plan:

1) Increase classroom time on task by 50% in 100% of general education classrooms to be measured by weekly baseline walk through observation sheets where student engagement and teacher talk will be tracked and tallied in a 5-10 minute observation

2) Reduce office referrals by 40%. 13-14 School Year office referral total: 219 14-15 School Year office referral goal: Less than or equal to 134

3) Reduce OSS and Expulsions by 50%. Out-Of-School Suspensions 13-14 School Year: 24. Out-of-School Suspensions Goal 14-15 School Year Less than or equal to 12

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

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

- 4. Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

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

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 - 2013	<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 Implementation</li> <li>▸ Community Schools Coordination</li> </ul>
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> <li>▸ Comprehensive After School Program Coordination Implementation</li> <li>▸ Community Schools Coordination</li> <li>▸ Grade Level Collaborative Support – Physical Education Classes</li> </ul>
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> <li>▸ Comprehensive After School Program Coordination Implementation</li> </ul>
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> <li>▸ Comprehensive After School Program Coordination Implementation</li> <li>▸ Community Schools Coordination and new campus design team</li> <li>▸ Grade Level Collaborative Support – Physical Education Classes</li> </ul>
	<i>Rise Elementary School</i>	<ul style="list-style-type: none"> <li>▸ Comprehensive After School Program Coordination Implementation</li> <li>▸ Community Schools Coordination</li> </ul>
Fall 2010	<i>Marshall Elementary School</i>	<ul style="list-style-type: none"> <li>▸ Fiscal Agent</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 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 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 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 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 Implementation</li> </ul>
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> <li>▸ Comprehensive After School Program Coordination Implementation</li> </ul>
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> <li>▸ Comprehensive After School Program Coordination 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 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 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 Implementation</li> </ul>
2004 - 2005	<i>E. Morris Cox Elementary School</i>	<ul style="list-style-type: none"> <li>▸ School Day Behavioral Health Program</li> <li>▸ After-School Program</li> </ul>





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	<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 HGNDC 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



9.16.2014

Greetings Jacqueline.

From our initial conversations it seems that you have a few things brewing. You mentioned that your overall school climate needed some work but that your biggest need right now is for your teachers and students to be supported in the classroom with social/emotional work in the classroom setting as well as release time for you and your teachers to collaborate. Based on that I have pulled together components of our Strong Behavior program that meet the needs as I understand them to be based on listening to what you needed and the kind of support you desire for your teachers. Higher Ground's daytime support services follow the districts Response to Intervention Model (RTI). Higher Ground fits into the model at each tier depending on the other services you may have at the school. If you have a mental health provider like Ann Martin we fit into Tier's 2 and 3. If no mental health provider we act as Tier 1, 2, and 3 making referrals to sever Tier 1 students as needed.

Katie and Lorena have the entire Strong Behavior Program on their campus. Working together by leveraging their budgets they have 5 Higher Ground team members working side by side with them and teachers to transform the school climate and culture. The Strong Behavior program has a few components. The components that Lorena and Katie have are Developmental Recess (DR), Collaborative time Coach (CC) and Behavior health (BH) programming. The components of DR are therapeutic recess in which we work with all children having behavioral challenges in the greater school community learning cooperation and mutual respect through service projects with Coach Archie around the school. DR also provides therapeutic recess prevention play and supervision (yard support/general or specific). The yard support part of the team is responsible for the greater supervision of the yard and school climate. They assure that all playground and school building rules are being followed in affirming ways, they conduct cooperative games and intervene in a therapeutic way when problems occur teaching students how to problem solve in the moment. Lastly DR coaches push into the classrooms during identified transition working with children to get them back into the academic environment after being outside for recess or loosely structured activities. Some students have a hard time transitioning and DR coaching help students and teachers with this. Our Collaborative Time Coaches(CC) provide programming to children in the classroom while teachers meet for collaborative time. During this collaborative time children are taught social/emotional learning using second step and caring school community's lessons as well as S.T.E.M.S component that builds on the social/emotional learning. This workshop time is also used to teach the entire student body the language and behavior of caring school communities. Because the CC interacts with all the children in the school teaching them the same school climate language and behaviors new skills can be taught the same way so all children remains on the same page as far as behavioral expectations within the greater school community. Behavioral Health is our intensified program that works with Tier 1 and 2 students. 20 identified students and their teachers receive support from restorative justice coaches. Coaches work with student showing them how to engage in the classroom environment with mutual respect. Coaches work in the classrooms with children and teachers helping understand, digest, and perform in ways that enhance student achievement and self esteem in both parties. Behavioral health programming provides you with in-class, themed pro social group, yard shadowing for identified students, field trip participation, and scaffolding support for identified students during the most loosely structured activities. Higher Ground comes with its own behavioral health and S.T.E.M.S curriculum, teachers, and equipment. All we request is a room with a computer if available and a phone for behavioral health programming. We handle the rest.



Out of these options I have created a budget that speaks to your need for collaborative time coaches (CC) and behavioral health coaches (BH). The scope of work is what your secretary should use to fill in the contract and the budget narrative lays out the services you would be purchasing. Hope this makes since.

Check out our website and go to the restorative justice page and you can see the program in action through pictures and teacher testimonials

**East Oakland Pride Elementary School**

**SCOPE OF WORK  
2014/2015**

**HG STRONG BEHAVIOR PROGRAM**

ACTIVITY	SUMMARY	GOAL
<p><b>SCHOOL CLIMATE WORKSHOPS</b></p>	<p>HG School climate workshops conducted by collaborative time coaches serve as a mechanism to give teachers more individual and grade level planning time as well as expose students to projects and inquiry based learning opportunities. School climate workshops focus on teaching children caring school community, second step problem solving as well as S.T.E.M based lessons. The goal is to expand children's exposure to concepts of empathy, cooperation, reciprocity and stewardship.</p>	<p>90% of students who attend class 95% of the time will state that they have a greater understanding of S.T.E.M concepts after participating in classroom climate workshops with HG coaches.</p>
<p><b>IN-CLASS SUPPORT</b></p>	<p>10 students of the 20 students that make up a typical caseload 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 <b>on task and in class is our goal.</b></p>	<p>40% decrease in behaviors resulting in referrals from the classroom among students receiving in-class support.</p>
<p><b>GENDER SPECIFIC BEHAVIORAL SKILL BUILDING GROUP REHABILITATION</b></p>	<p>20 Students will participate in group rehabilitation. Working with identified students to learn coping mechanisms that help them control and manage anger, non-compliance, impulse control, pro-social skills, grief and loss will help increase students social and emotional functioning while increasing the feeling of being in a healthy, safe, and supporting environment.</p>	<p>30% change in one or more behaviors being worked on in group within the larger setting by end of contract period.</p>

<p><b>INDIVIDUAL BEHAVIORAL INTERVENTION AND CRISIS INTERVENTION</b></p>	<p>Children not responding to tier I of school wide RTI along with HG's first two levels of care, which are skill building groups and in-class support will receive <u>additional</u> individual rehabilitation 1 X per week for a minimum of 30 to 45 minutes in an attempt to get at the deeper issues preventing progress or addressing sudden Trauma affecting desired behavioral outcomes.</p>	<p>90% of students receiving crisis intervention will stabilize in the school setting by the end of the service contract</p>
<p><b>TEACHER COACHING</b></p>	<p>The teachers of children receiving in-class support will receive coaching on ways to implement individuals HG behavior plans in their classrooms Behavior plans are critical to helping teacher reach and manage every behavior they may encounter in the classroom setting With teachers and students working together using the same language behavioral cues, and shared expectations treatment concepts can be consistently implemented HG led parent engagement and purposeful interactions will increase one to one parent/teacher interactions around student achievement and behavioral goals. HG works to assure that students, parents and teachers have a common understanding of treatment goals and everyone's responsibility and roles within the student's treatment The goals are for students, parents and teachers to work as a team for the entire 38 weeks of school</p>	<p>20% of teachers whose students receive in-class support will utilize behavior plan strategies and express better relationships with the parents of students receiving in-class support.</p>
<p><b>EVALUATION</b></p>	<p>An evaluation will be presented by Hg detailing data based on stated outcomes, results, satisfaction, and information about the successes and challenges of programming are all included in Hg self assessment</p>	<p>An end of the year evaluation revealing the site's level of satisfaction with Hg programming and our ability to meet out stated outcomes from impacted daytime faculty and staff.</p>





East Oakland Pride Elementary School

SCOPE OF WORK  
 2014/2015  
 HG STRONG BEHAVIOR PROGRAM

ACTIVITY	SUMMARY	GOAL
<p><b>SCHOOL CLIMATE WORKSHOPS</b></p>	<p>HG School climate workshops conducted by collaborative time coaches serve as a mechanism to give teachers more individual and grade level planning time as well as expose students to projects and inquiry based learning opportunities. School climate workshops focus on teaching children caring school community, second step problem solving, as well as S.T.E.M based lessons. The goal is to expand children's exposure to concepts of empathy, cooperation, reciprocity, and stewardship.</p>	<p>90% of students who attend class 95% of the time will state that they have a greater understanding of caring, cooperation, problem solving, empathy, and S.T.E.M concepts after participating in classroom climate workshops with HG coaches.</p>
<p><b>IN-CLASS SUPPORT</b></p>	<p>10 students of the 20 students that make up a typical caseload 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 <b>on task and in class is our goal.</b></p>	<p>40% decrease in behaviors resulting in referrals from the classroom among students receiving in-class support.</p>
<p><b>GENDER SPECIFIC BEHAVIORAL SKILL BUILDING GROUP REHABILITATION</b></p>	<p>20 Students will participate in group rehabilitation. Working with identified students to learn coping mechanisms that help them control and manage anger, non compliance, impulse control, pro social skills, grief and loss will help increase students social and emotional functioning while increasing the feeling of being in a healthy, safe, and supporting environment.</p>	<p>30% change in one or more behaviors being worked on in group within the larger setting by end of contract period.</p>
<p><b>INDIVIDUAL BEHAVIORAL INTERVENTION AND CRISIS INTERVENTION</b></p>	<p>Children not responding to tier 1 of school wide RTI along with HG's first two levels of care, which are skill building groups and in-class support will receive <u>additional</u> individual rehabilitation 1 X per week for a minimum of 30 to 45 minutes in an attempt to get at the deeper issues preventing progress or addressing sudden Trauma affecting desired behavioral outcomes.</p>	<p>90% of students receiving crisis intervention will stabilize in the school setting by the end of the service contract.</p>
<p><b>TEACHER COACHING</b></p>	<p>The teachers of children receiving in-class support will receive coaching on ways to implement individual's HG behavior plans in their classrooms. Behavior plans are critical to helping teacher reach and manage every behavior they may encounter in the classroom setting. With teachers and students working together using the same language.</p>	<p>20% of teachers whose students receive in-class support will utilize behavior plan strategies and express better relationships with the parents of students receiving</p>

	behavioral cues, and shared expectations treatment concepts can be consistently implemented. HG led parent engagement and purposeful interactions will increase one to one parent/teacher interactions around student achievement and behavioral goals. HG works to assure that students, parents and teachers have a common understanding of treatment goals and everyone's responsibility and roles within the student's treatment. The goals are for students, parents and teachers to work as a team for the entire 38 weeks of school.	in-class support
<b>EVALUATION</b>	An evaluation will be presented by Hg detailing data based on stated outcomes, results, satisfaction and information about the successes and challenges of programming are all included in 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.

**Rise Elementary School  
BUDGET NARRATIVE  
2014-15 School Year**

<b>Program Expense</b>	<b>Description</b>	<b>Breakdown</b>	<b>Cost</b>
<b>Collaborative Time Coach 1</b> This person is also a part of the behavioral health team mentioned in the staffing section	Tier 3 HG school climate coach	<b>Coach 1</b> 10hrs/wk x \$20.00/hr benefits @ 30 weeks	\$6,000
<b>STAFFING</b>  <b>Coach2</b>	Tier 2 HG RJ Coach 20 students receive 45 min theme based group twice per week  No less than 2.5 hours per week per child of targeted individual in-class support daily  Daily yard coaching/shadowing scaffolding at all loosely structured activities such as assemblies, special project participation, and field trips  Coaches will increase and improve student behavior and promote positive school climate and culture through providing developmentally appropriate opportunities for cooperative games and independent activities for student	<b>Coach 2</b> 30 hrs/wk x \$20.00/hr benefits @ 29 weeks	<b>Coach 1</b> \$ 17,400
<b>Training and Supervision(T&amp;S)</b> Amber Blackwell, M.A.	<b>All training and supervision will be primarily provided by Higher Ground, however staff is strongly encouraged to attend relevant school sponsored trainings.</b>	<b>T &amp; S</b> Hours vary	<b>In-kind match year 1</b>
<b>Staffing Sub Total</b>			<b>\$23,500</b>



Higher Ground  
SOW and Budget 2014-2015

INCENTIVES (HG match)	Incentives \$100/group @ 4 groups/month @ 10 months; awards, trips, etc.	\$100/group @ 4 groups/month @ 5 months	\$1,400.00
SUPPLIES (HG match)	Program Supplies and Materials – games for psycho-social development; learning materials; cooperative games; recreational games; recycling materials; hiking materials; and first aid kits.	N/A	\$2,000
TRANSPORTATION (HG match)	Transportation to monthly incentive trips and Service Learning fieldtrips, gas, driver	\$15 @ 8 hrs @ 6 trips; \$70 gas for 6 trips	\$930.00
<b>HG Match SUBTOTAL</b>			<b>\$4,330.00</b>
ADMINISTRATIVE COSTS SUBTOTAL	Payroll, Accounting, Insurance, Etc.	10%	\$1,500
<b>East Oakland Pride Contribution</b>		<b>OUSD Funds</b>	<b>\$25,000.00</b>
<b>Higher Ground Match</b>			<b>\$4,330.00</b>
<b>TOTAL PROGRAM BUDGET</b>			<b>\$29,330.00</b>

[View assistance for Search Results](#)

### Search Results

#### Current Search Terms: higher\* ground\*

Your search for "higher\* ground\*" returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

<b>Entity</b>	<b>Boese, Vertyn D.</b>	<b>Status:</b> Active	<a href="#">View Details</a>
<b>DUNS:</b>	172463395	<b>CAGE Code:</b>	77Z38
<b>Has Active Exclusion?:</b>	No	<b>DoDAAC:</b>	
<b>Expiration Date:</b>	09/09/2015	<b>Delinquent Federal Debt?:</b>	No
<b>Purpose of Registration:</b>	All Awards		
<b>Entity</b>	<b>HIGHER GROUND TRAINING, INC.</b>	<b>Status:</b> Active	<a href="#">View Details</a>
<b>DUNS:</b>	603458428	<b>CAGE Code:</b>	4RWF1
<b>Has Active Exclusion?:</b>	No	<b>DoDAAC:</b>	
<b>Expiration Date:</b>	08/28/2015	<b>Delinquent Federal Debt?:</b>	No
<b>Purpose of Registration:</b>	All Awards		
<b>Entity</b>	<b>Zavoral, Paul Inc</b>	<b>Status:</b> Active	<a href="#">View Details</a>
<b>DUNS:</b>	140750915	<b>CAGE Code:</b>	73QX3
<b>Has Active Exclusion?:</b>	No	<b>DoDAAC:</b>	
<b>Expiration Date:</b>	04/17/2015	<b>Delinquent Federal Debt?:</b>	No
<b>Purpose of Registration:</b>	All Awards		

#### ← Glossary

##### Search Results

Entity  
Exclusion

##### Search Filters

By Record Status  
By Functional Area - Entity Management  
By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.23.20141126-1047

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/1/2014

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).

<b>PRODUCER</b> BayRisk Insurance Brokers Inc 1920 Minturn Street P O Box 567 Alameda CA 94501-9667	<b>CONTACT NAME</b> Kym Hayward <b>PHONE</b> (510) 523-2435 <b>FAX</b> (510) 523-1632 <b>E MAIL ADDRESS</b> kym@bayrisk.com																					
<b>INSURED</b> Higher Ground Neighborhood Development Corp 6441 Harzog Street Oakland CA 94608-1221	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>Travelers Indemnity Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER B</td> <td>United States Liability Ins Co</td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Travelers Indemnity Co of CT	25682	INSURER B	United States Liability Ins Co		INSURER C			INSURER D			INSURER E			INSURER F		
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INSURER F																						

**COVERAGES**      **CERTIFICATE NUMBER:** 14/15      **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.

INSURER	TYPE OF INSURANCE	ADDL. SUBR. NO. / POLY. NO.	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 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
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		X-165 8394623-14	3/14/2014	3/14/2018	
	GEN'L AGGREGATE LIMIT APPLICABLE					COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> POLICY					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	EXCESS LIAB		CUP4837741414	3/24/2014	3/14/2018	
	DED. \$	RETENTION \$				WC STAT. TORT LIMITS \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE POLICY LIM. \$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY					
B	Directors & Officers		NDU1861019F	3/14/2014	3/14/2018	\$1,000,000 Per Person \$1,000,000 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 98 01 96 \*Policy Cancellation Exception 10 days for non-payment of premium. Supersedes certificate issued 3/17/14.

<b>CERTIFICATE HOLDER</b> Oakland Unified School District 900 High Street Oakland, CA 94601	<b>CANCELLATION</b> 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/KYM <i>Kym C Hayward</i>
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POLICY NUMBER: X-660-0394L923-14

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 3/17/2014

**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, employees, volunteers  
900 High Street  
Oakland, CA 94601

**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



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



## Basic Directions

*Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool*

**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 meets the consultant requirements (including the Excluded Party List Insurance and HRSS Consultant Verification)
- 3 Contractor and OUSD contract originator complete the contract packet together and attach required attachments
- 4 Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement

Attachment Checklist  For All Consultants Authorization to Work, which indicates vendor has cleared the registration and background check  
 For All Consultants Results page of the Excluded Party List (<https://www.sam.gov/>)  
 For All Consultants Statement of qualifications (organization) or resume (individual consultant)

OUSD Staff Contact *Emails about this contract should be sent to: (required)* Jacqueline.perl@ousd.k12.ca.us

## Contractor Information

Contractor Name	Higher Ground Neighborhood Development	Agency's Contact	Amber Blackwell
OUSD Vendor ID #	1001673	Title	Contractor
Street Address	6441 Herzog Street	City	Oakland State Ca Zip 94608
Telephone	510-858-6454	Email (required)	highergroundhd.com
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

Anticipated start date	10/06/2014	Date work will end	06/12/2015	Other Expenses	
Pay Rate Per Hour (required)	\$ 29.40	Number of Hours (required)	852		

## 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
0790	Unrestricted	071790101	5825	\$ 19,539.75
0790	Unrestricted	1071791101	5825	\$ 5,460.25
			5825	
<b>Requisition No. (required)</b>	R0151686		<b>Total Contract Amount</b>	\$ 25,000.00

## 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.

OUSD Admin staff verified that the vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1	<b>Administrator / Manager</b> (Originator)	Name	Jacqueline Perl	Phone	510-636-8217
	Site / Department	East Oakland PRIDE		Fax	510-636-8220
	Signature			Date Approved	10/11/14
2	<b>Resource Manager</b> , if using funds managed by <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality Community School Development <input type="checkbox"/> 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			Date Approved	
3	<b>Network Superintendent/Deputy Network Superintendent</b>				
	Signature			Date Approved	
4	<b>Chiefs / Deputy Chiefs</b> Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100				
	<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	
5	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal Required if not using standard contract</b>		Approved	Denied - Reason	Date	
Procurement	Date Received	PO Number			