

Board Office Use: Legislative File Info.	
File ID Number	11-3358
Introduction Date	1-25-12
Enactment Number	12-0128
Enactment Date	1-25-12 B



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) 1-25-12

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

Action Requested Approval of a professional services contract between Oakland Unified School District and Higher Ground Neighborhood Dev Corp. Services to be primarily provided to #125 New Highland for the period of 11/15/2011 through 06/30/2012.

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

Higher Ground will help increase the participation of EL families at school events, i.e. - 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's education. Higher Ground will provide weekly ongoing translations for non-bilingual teachers by writing notes and making phone calls to Spanish-speaking parents regarding school events, student progress, challenges and successes. The Agency 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 weekly with non-bilingual teachers at designated times to provide face-to-face phone and/or written translations of their communication with Spanish speaking parents of their students. Plus, organize and train parent volunteers to work with identified FBB and B students and/or prep materials and do other clerical task to support teachers.

Recommendation Approval of professional services contract between Oakland Unified School District and Higher Ground Neighborhood Dev Corp. Services to be primarily provided to #125 New Highland for the period of 11/15/2011 through 06/30/2012.

Fiscal Impact Funding resource name (please spell out) EIA-LEP
not to exceed \$ 3,000.00

- 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 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and Higher Ground Neighborhood Dev 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:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 11/15/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed three thousand only Dollars (\$3,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

Payment for 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:* _____ 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.

- 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
Address: 8521 A Street
Oakland, CA 94621
Phone: (510) 729-7723

CONTRACTOR:

Name: Amber Blackwell
Title: Admin 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 a statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

10. Insurance:

1. 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

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.

Summary of terms and compensation:

Anticipated start date: 11/15/2011 Work shall be completed by: 06/30/2012 Total Fee: \$ 3,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]
 President, Board of Education

Superintendent or Designee
[Signature]
 Secretary, Board of Education

1/26/12
 Date

1/26/12
 Date

CONTRACTOR

[Signature]
 Contractor Signature

Amber Blackwell
 Print Name, Title

12-14-2011
 Date

Admin Operations Director

LEGISLATIVE FILE
 File ID Number 11-3258
 Introduction Date 1-25-12
 Enactment Number 12-0128
 Enactment Date 1-25-12 **B**

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 weekly with non-bilingual teachers at designated times to provide face-to-face phone and/or written translations of their communication with Spanish speaking parents of their students. Plus, organize and train parent volunteers to work with identified FBB and B students and/or prep materials and do other clerical task to support teachers.

SCOPE OF WORK

Higher Ground Neighborhood Dev Corp will provide a maximum of 200.00 hours of services at a rate of \$ 15.00 per hour for a total not to exceed \$3,000.00. Services are anticipated to begin on 11/15/2011 and end on 06/30/2012.

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 provide translation support for teachers to effectively communicate with Spanish-speaking parents. The Agency will recruit and organize parent volunteers to further support students achievement and to support teachers with prep and intervention. When appropriate, Higher Ground will facilitate and train parents in computer lab use for parent educational purposes. The Agency will contact parents through phone calls and one-to-one interactions to ensure they understand the importance and attend various school events (SSC, ELAC, Family Nights, and other school wide events).

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 will be hired to encourage parent/family involvement with New Highland. The intended outcomes will be to:
- increase the participation of EL families at school functions such as Data Night, Family Literacy Night, ELAC, and SSC meeting.
- increase parent access to resources to support their child's education through parent meetings and computer classes
- provide weekly, ongoing translations for non-bilingual teachers by writing notes, making phone calls regarding students progress and achievement.
- organize parents as school volunteers to support intervention efforts for students who are FBB or BB and/or to help support teachers with prepping materials and other clerical tasks.

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

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



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
DEVELOPMENTAL RECESS	HG will provide support during recess to all students. The program will offer structured opportunities that build on their social and emotional growth and improve their overall level of physical fitness. The HG team member will provide conflict mediation support as needed.	The team member will be present at least 85% of the time.

BUDGET

Program Expense	Description	Breakdown	Cost
STAFFING	Site Coordinator/Operations Director – Administrative Paperwork, Training, Assessment	4 hours/day @ 4 days/month @ 6 months (\$18)	\$1,728
	Coach/Developmental Recess Support – November 28, 2011 – June 14, 2011	10 hours/week @ 26 weeks (\$16)	\$4,160
SUPPLIES	Program Supplies and Materials	N/A	\$500
SUBTOTAL			\$6,388
ADMINISTRATIVE COST	Payroll, Accounting, Insurance, Etc.	10%	\$600
TOTAL PROGRAM BUDGET			\$6,988
HIGHER GROUND CONTRIBUTION			\$988
COST TO THE SCHOOL SITE			\$6,000

Contract Dates and Times:

November 28, 2011 through June 14, 2011, 10:30 am – 12:30 pm

Staffing:

Operations Director – Amber Blackwell
 Site Coordinator – Khariyyah Shabazz
 Coach/Developmental Recess Support – Sabrina Chambers

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: 18
- 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.

6441 Herzog Street
Oakland, California 94608

(510)658-6454

www.highergroundndc.com

BIOGRAPHY OF OUSD-RELATED SERVICES

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 and Implementation
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> ↘ Comprehensive After School Program Coordination and Implementation ↘ Grade Level Collaborative Support – Physical Education Classes
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> ↘ Comprehensive After School Program Coordination and Implementation ↘ Developmental Recess
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> ↘ Comprehensive After School Program Coordination and Implementation ↘ 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 and 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 and Implementation
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> ↘ ELL Support Program ↘ Comprehensive After School Program Coordination and Implementation
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> ↘ Grade Level Collaborative Support ↘ Comprehensive After School Program Coordination and 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 and Implementation
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> ↘ Comprehensive After School Program Coordination and Implementation
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> ↘ Comprehensive After School Program Coordination and 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 and Implementation
2005 - 2006	<i>Cox Elementary School</i>	<ul style="list-style-type: none"> ↘ School Day Behavioral Health Program
	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> ↘ School Day Behavioral Health Program ↘ Comprehensive After School Program Coordination and Implementation
	<i>Jefferson Elementary School</i>	<ul style="list-style-type: none"> ↘ After School SES Coordination
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> ↘ Comprehensive After School Program Coordination and 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>	<ul style="list-style-type: none"> ↘ Comprehensive After School Program Coordination and Implementation
2003 - 2004	<i>E. Morris Cox Elementary School</i>	<ul style="list-style-type: none"> ↘ School Day Behavioral Health Program
	<i>Fruitvale Elementary School</i>	<ul style="list-style-type: none"> ↘ After School Behavioral Health Group



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

6441 Herzog Street
Oakland, California 94608

(510)658-6454

www.highergroundndc.com

2002	<i>Oakland Unified School District</i>	Lotus A&T is awarded a license to operate a Charter school
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LO DMW

mjs

14	2011-125-ELA-1047	Instructional Practices ELA	Purchase supplies to support effective instruction in Math and ELA	Liz Ozol	All Students	Site-based common assessments	Yes	7090	EIA - SCE	4300	MATERIALS & SUPPLIES	0	\$3,173.15
15	2011-125-ELA-1047	Instructional Practices ELA	Purchase supplies to support effective instruction in Math and ELA	Liz Ozol	All Students	Site-based common assessments	Yes	7091	EIA - LEP	4300	MATERIALS & SUPPLIES	0	\$741.28
16	2011-125-ORG-1048	Organizational Practices	Pay for bilingual parent coordinator to support and increase Spanish-speaking parents' participation in activities of the school and remove barriers to student attendance.	Liz Ozol	English Lesmens	Average Daily Attendance	Yes	7091	EIA - LEP	5825	CONSULTANTS	0	\$3,000.01
17	2011-125-ORG-1049	Organizational Practices	Provide meetings and other opportunities for parents to get involved in school activities to support their child's success.	Liz Ozol	All Students	Site-based common assessments	Yes	9901	Title I - Parent Participation	4300	MATERIALS & SUPPLIES	0	\$828.75
18	2011-125-ORG-1049	Organizational Practices	Provide meetings and other opportunities for parents to get involved in school activities to support their child's success.	Liz Ozol	All Students	Site-based common assessments	Yes	9901	Title I - Parent Participation	5825	CONSULTANTS	0	\$1,000.00
19	2011-125-ELA-1524	Instructional Practices ELA	Provide differentiation for GATE students with a "GATE section" at ELD time, and differentiated activities in the regular classroom	Liz Ozol 2011-12 School Year	GATE	District Assessments	No					0	\$0.00
20	2011-125-ELA-1525	Instructional Practices ELA	Support a successful transition of Pre-K students to kindergarten with visits and parent meetings.	Liz Ozol 2011-12 School Year	Pre-Kindergarten	Site-based common assessments	No					0	\$0.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2011

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 BayRisk Insurance Brokers Inc. 1920 Minturn Street P.O. Box 567 Alameda CA 94501-9667	CONTACT NAME: Kym Hayward	FAX (A/C, No.): (510) 523-1632	
	PHONE (A/C No, Ext): (510) 523-3435	E-MAIL ADDRESS: kym@bayrisk.com	
	PRODUCER CUSTOMER ID #: 00011552		
INSURED Higher Ground Neighborhood Development Corp. 6441 Herzog Street Oakland CA 94608-1221	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: St Paul Travelers Insurance Co		
	INSURER B: United States Liability Ins Co		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 11/12 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		I-660-0394L923-11	3/14/2011	3/14/2012	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	DEDUCTIBLE RETENTION \$					\$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$
B	Directors & Officers		NDO1061019B	3/14/2011	3/14/2012	E.L. DISEASE - POLICY LIMIT \$ \$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)
Certificate holder is named as additional insured as respects to General Liability and is subject to the policy terms, conditions and exclusions per attached form GN 01 88 01 96. *Policy Cancellation Exception: 10 days for non-payment of premium.

CERTIFICATE HOLDER Oakland Unified School District 1025 2nd Ave Oakland, CA 94606	CANCELLATION 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

POLICY NUMBER: X-560-03941923-TCT-11

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 04-19-11

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
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.



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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-19-2011

GROUP:
POLICY NUMBER: 1955988-2011
CERTIFICATE ID: 2
CERTIFICATE EXPIRES: 01-19-2012
01-19-2011/01-19-2012

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.

James Neary
Authorized Representative

Thomas E. Rone
President and CEO

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

EMPLOYER

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

RECEIVED
DEC 18 2011

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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input checked="" type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
	<input checked="" type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
	<input type="checkbox"/> For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact Emails about this contract should be sent to: guadalupe.padilla@ousd.k12.ca.us

Contractor Information

Contractor Name	Higher Ground Neighborhood Dev Corp	Agency's Contact	Tiffany Gipson		
OUSD Vendor ID #	1001673	Title	Admin Operation Director		
Street Address	6441 Herzog St.	City	Oakland	State	CA Zip 94608
Telephone	(510) 658-6454	Email	tiffany4progress@yahoo.com		
Contractor History	Previously been an OUSD contractor? <input 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	11/15/2011	Date work will end	06/30/2012	Other Expenses	0.00
Pay Rate Per Hour (required)	\$ 15.00	Number of Hours	200.00	Total Contract Amount	\$ 3,000.00

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
7091	EIA-LEP	1257091101	5825	\$ 3,000.00
			5825	\$
			5825	\$
Requisition No.	R0202425		Total Contract Amount	\$ 3,000.00

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 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			Fax	(510) 729-7725
	Signature	<i>[Signature]</i>			Date Approved	12/16/11
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature	<i>[Signature]</i>			Date Approved	12/16/11
3.	Regional Executive Officer					
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
4.	Signature	<i>[Signature]</i>			Date Approved	12/19/11
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations <input type="checkbox"/> Consultant Aggregate Under \$50,000					
5.	Signature	<i>[Signature]</i>			Date Approved	1-4-2012.
	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				

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