

Board Office Use: Legislative File Info.	
File ID Number	12-2527
Introduction Date	10-24-12
Enactment Number	12-2622
Enactment Date	10/24/12



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)

Subject Professional Services Contract -
 Higher Ground NDC Oakland CA (contractor, City State)
 101 (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Higher Ground NDC. Services to be primarily provided to 101 for the period of 09/03/2012 through 06/15/2013.

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

Allendale Elementary is in need of HG school climate support service to help create and maintain a safe, healthy, and a supportive school atmosphere among students, teachers, and parents. HG has been operating at Allendale for over six years helping the school meet its RTI goals around developing positive social, emotional, and positive physical health experiences through the school day. By providing student shadowing via in-class support, behavioral skill building group, teacher coaching around implementing individualized behavior plans, and restorative justice approaches to solving conflict and building helps Allendale create equitable learning opportunities for students that foster social, emotional, and physical health. HG helps teachers teach.

Discussion
 One paragraph summary of the scope of work.

This contract for services between OUSD and Higher Ground Neighborhood Development Corp. Oakland, Ca. with project service dates from 9/3/2012 to 6/16/ 2013 and includes: in-class support and pro-social skill building group for 20 identified girls and boys receiving no less than 3 hours of targeted in class support per week a piece, gender based pro social skills group 2X per week in 8 week intervals ending 6/15/2013. The use of Restorative Justice coaching when conflict arises HG hopes to impact and empower students with problem solving behaviors that restore all involved. Parent engagement will increase as well.

Recommendation Ratification of professional services contract between Oakland Unified School District and Higher Ground NDC. Services to be primarily provided to 101 for the period of 09/03/2012 through 06/15/2013.

Fiscal Impact Funding resource name (please spell out) Title I
 EIA-SCE not to exceed \$ 50,000.00

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 2012-2013

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

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 09/03/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/15/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Fifty Thousand dollars Dollars (\$50,000.00). 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: _____

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 \$ _____.

6. 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: Steven Thomasberger
Site /Dept.: 101
Address: 3670 Penniman Ave
Oakland, CA
Phone: (510) 879-1010

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

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

10. Insurance:

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

Check one of the boxes below:

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

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

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

OR

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

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

Professional Services Contract

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

Contractor initial: 

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.
 CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 09/03/2012 Work shall be completed by: 06/15/2013 Total Fee: \$ 50,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Mania Santos
 President, Board of Education
 Superintendent or Designee

9-26-2012
Date

Amber Blackwell
Contractor Signature

8-20-12
Date

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

10/25/12
Date

Amber Blackwell Admin Operations Director
Print Name, Title

File ID Number: 12-2527
 Introduction Date: 10/24/12
 Enactment Number: 12-2629
 Enactment Date: 10/24/12
 By: _____

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.

This contract for services between OUSD and Higher Ground Neighborhood Development Corp. Oakland, Ca. with project service dates from 9/3/2012 to 6/16/ 2013 and includes: in-class support and pro-social skill building group for 20 identified girls and boys receiving no less than 3 hours of targeted in class support per week a piece, gender based pro social skills group 2X per week in 8 week intervals ending 6/15/2013. The use of Restorative Justice coaching when conflict arises HG hopes to impact and empower students with problem solving behaviors that restore all involved. Parent engagement will increase as well.

SCOPE OF WORK

Higher Ground NDC will provide a maximum of 2,352.00 hours of services at a rate of \$21.25 per hour for a total not to exceed \$50,000.00. Services are anticipated to begin on 09/03/2012 and end on 06/15/2013.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

This contract for services between OUSD and Higher Ground Neighborhood Development Corp. Oakland, Ca. with project service dates from 9/3/2012 to 6/16/ 2013 and includes: in-class support and pro-social skill building group for 20 identified girls and boys receiving no less than 3 hours of targeted in class support per week a piece, gender based pro social skills group 2X per week in 8 week intervals ending 6/15/2013. The Strong Behavior Program works to assist a classroom teacher in assuring equitable outcomes for all students. Individualized classroom behavior plans along with teacher coaching and motivation helps Allendale meet the district goal of providing high quality instructional core via the provision of strategies to maintain behaviors that allow instruction to proceed uninterrupted, while meeting the social, emotional and sometime physical health needs of identified students. HG Restorative Justice coaches help Allendale create equitable learning opportunities in the greater school that foster social, emotional, physical health, and build, repair, and restore relationships.

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.

As a result of service HG at Allendale feels it can help address future graduation rates by helping teachers teach especially 3rd through 5th grades by helping establish a love of learning in students through increasing opportunities with success by providing in-class support, parent empowerment workshops that help parents navigate educational arenas and increase meaningful relationships at the school site. We also feel that our wrap around programming establishes a culture of parents empowering parents thus impacting attendance via relationship building. Higher Ground will provide over arching support in all of the areas checked off below through providing in-class support for students and their teachers, girls & boys behavioral health skill building groups that teach school readiness and coping skills as well as pro social skills development, parent engagement that makes the school community smaller, and an overall attitude of peace and restoration. HG is determined to help create a 40% decreases in behaviors resulting in suspension, 30% change in one or more of the the identified behaviors in girls and boys participating in all programming.

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

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: 3, 7

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.
-



**PROFESSIONAL SERVICES CONTRACT
SCOPE OF WORK
2012-13 School Year**

**Allendale Elementary School
STRONG BEHAVIORS PROGRAM: Daytime Support Services**

ACTIVITY	SUMMARY	GOAL
<p>GENDER SPECIFIC BEHAVIORAL SKILL BUILDING GROUP REHABILITATION</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>IN-CLASS SUPPORT</p>	<p>10 students of the 20 students 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.</p>	<p>40% decrease in behaviors resulting in referrals from the classroom among students receiving in-class support.</p>
<p>INDIVIDUAL BEHAVIORAL INTERVENTION AND CRISIS INTERVENTION</p>	<p>Children not respond 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 individual rehabilitation 1X per week for a minimum of 45 minutes to attempt to get at the deeper issues preventing progress</p>	<p>90% of students receiving crisis intervention will stabilize in the school setting by the end of the service contract.</p>
<p>TEACHER COACHING AND PARENT ENGAGEMENT</p>	<p>The teachers of children receiving in-class support will receive coaching on ways to implement behavior plans in their classrooms. Behavior plans are critical to teaching students how to manage their behaviors I the classroom setting. With teachers and adults working with the student in the same ways using, the same language, behavioral cues, and expectations treatment concepts can be consistently implemented. Parent engagement activities and purposeful interactions will increase one to one parent/teacher interactions around student achievement and behavioral goals. HG work to assure that 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 parents and teachers to work as a team in the best interest of educating the student while they are placed with that adult for 42 weeks of instructions. We hope to protect all involved by creating therapeutic environments that helps teachers teach and students learn.</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>SCHOOL CLIMATE /RESTORATIVE</p>	<p>The School Climate and Restorative Justice coaches will help promote tier I RTI goals and ensure all students are aware of school rules and flow, how we respect each other and show empathy, and most importantly how to solve</p>	<p>An end of the year evaluation revealing the site's level of satisfaction with Hg programming and our ability</p>

JUSTICE COACH	<p>problems and get needs met before they become problems. The Coach will assure that strong behavior games are being played within the larger school community especially by strong behavior students and staff. The SCC will also implement strong behavior interventions and games when students get referred. The coaches will conduct development recess activities that focus on specific skills or removes the students from the yard for additional behavioral skill building in a more confined space for optimal teaching and learning. Coaches will work collaboratively with school site staff support school policies and procedures around school climate while assuring that restorative justice approaches are used by adults and students alike. Lastly the SCC will work with identified families around issues of attendance, tardiness, and school readiness.</p>	<p>to meet out stated outcomes from impacted daytime faculty and staff.</p>
EVALUATION	<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>

**Allendale Elementary School
BUDGET NARRATIVE
2012-13 School Year**

Program Expense	Description	Breakdown	Cost
STAFFING	<p>1 Coach will increase and improve student behavior and promote positive school climate and culture through the planning and implementation of behavioral skill building group for 20 of the school highest need students grades 1st -5th, in-class support for 10 of the 20, and the promotion of activities that focus on positive peer-to-peer social engagement and behavior management in various settings. It is important that we increase identified students opportunities with success in the school setting to prevent drop out and educational apathy. Prevention Mentors are present to modify the environment increasing a high needs students chances of success.</p>	<p>40 hours/week @ 42 weeks (\$20)</p>	\$33,576.00
	<p>1 School Climate Control and Restorative Justice Coach (HG Coaches) HG coaches will increase and improve student behavior and promote positive school climate and culture through the facilitation of large group activities that focus on positive peer-to-peer social engagement activities. Restorative Justice approaches and concepts will be used to train students, teachers, and faculty</p>	<p>16 hours/week @ 42 weeks (\$17)</p>	\$11,424.00

	how to solve problems that repair and restore relationships rather than tear them down putting students through psychological trauma associated with negative label and the treatment adults administer as a result of the label. HG coaches will also focus on teaching students to set healthy boundaries in different situations, how to following rules when you don't agree, and the success of meeting expectations. Through this constant coaching we hope to create healthy group norms for the entire school community. Parent engagement in meaningful ways will translate in to support for the above stated goals and an overall positive school climate, culture and an increased feeling of safety.		
INCENTIVES (HG match)	Incentives \$100/group @ 4 groups/month @ 10 months; awards, trips, etc.	\$100/group @ 4 groups/month @ 10 months	\$2,800
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 @ 12 trips; \$70 gas for 6 trips	\$1,860
<i>SUBTOTAL</i>			<i>\$56,660.00</i>
ADMINISTRATIVE COSTS	Payroll, Accounting, Insurance, Etc.	10%	\$5,000.00
<i>TOTAL PROGRAM BUDGET</i>			<i>\$61,660.00</i>
Allendale Contribution		OUSD Funds	\$50,000.00
Higher Ground Match			\$6,660.00



Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : higher ground neighborhood development corp.
as of 20-Aug-2012 9:51 PM EDT**

Your search returned no results.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2012

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

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

PRODUCER BayRisk Insurance Brokers Inc. 1920 Minturn Street P.O. Box 567 Alameda CA 94501-9667	CONTACT NAME: Kym Hayward PHONE (A/C No. Ext): (510) 523-3435 E-MAIL ADDRESS: kym@bayrisk.com	FAX (A/C No.): (510) 523-1632
	INSURER(S) AFFORDING COVERAGE	
INSURED Higher Ground Neighborhood Development Corp. 6441 Herzog Street Oakland CA 94608-1221	INSURER A: Travelers Indemnity Co of CT NAIC # 25682	
	INSURER B: United States Liability Ins Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 12/13 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		I-660-0394L923-12	3/14/2012	3/14/2013	EACH OCCURRENCE \$ 1,000,000 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 - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	TBD	06/26/2012	3/14/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					WC STATUTORY LIMITS OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers		NDO1061019C	3/14/2012	3/14/2013	\$1,000,000 Per Claim \$1,000,000 Per Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
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. Supersedes certificate previously issued 03/12/12

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

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.

AUG 20 2012

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

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

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

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

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<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 checked="" type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

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

Contractor Information

Contractor Name	Higher Ground NDC	Agency's Contact	Amber Blackwell
OUSD Vendor ID #	I001673	Title	Admin Operations Director
Street Address	6441 Herzog St.	City	Oakland
		State	CA
		Zip	94608
Telephone	(510) 658-6454	Email (required)	highergroundndc@yahoo.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	09/03/2012	Date work will end	06/15/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 21.25	Number of Hours (required)	2,352.00		

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
3010	Title I	1014850202	5825	\$ 31,000.00
7090	EIA-SCE	1014859101	5825	\$ 19,000.00
			5825	\$
Requisition No. (required)	RO301787	Total Contract Amount		\$ 50,000.00

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	Steven Thomasberger	Phone	(510) 879-1010
	Site / Department	101	Fax	(510) 879-1019	
	Signature	<i>[Signature]</i>	Date Approved	8-21-12	
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>[Signature]</i>	Date Approved	8/23/12	
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>[Signature]</i>	Date Approved	9/18/12	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature	<i>[Signature]</i>	Date Approved	9-26-12	
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved	Denied - Reason	Date	
Procurement	Date Received		PO Number	P1302232	

2014