

Board Office Use: Legislative File Info.	
File ID Number:	14-0736
Introduction Date:	05/14/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education  
**From:** GARY YEE, EdD, ACTING SUPERINTENDENT  
**Board Meeting Date:** 05/14/2014  
**Subject:** Professional Service Contract  
**Contractor:** Higher Ground Neighborhood Development Corp of Oakland, CA  
**Services for:** 125-NEW HIGHLAND ACADEMY

**Board Action Requested and Recommendation:** Approval by the Board of Education of a Professional Services Contract between the District and Higher Ground Neighborhood Development Corp, Oakland, CA, for the latter to provide: 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 training in use of computer lab sessions. The agency will meet biweekly with non-bilingual teachers at designated times to provide face-to-face, phone and/or written translations of their communication with Spanish-speaking parents/caregivers of their students. In addition Higher Ground will organize and train parent volunteers to work with identified FBB and BB students and/or prep materials and do other clerical tasks to support teachers. for the period of 09/09/2013 through 06/11/2014 in an amount not to exceed \$1,000.00.

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

The service is needed because many students families are monolingual Spanish speakers. The person in this position can facilitate communication between parents and teachers by providing oral and written translation. Teachers need to be able to communicate information about the students progress, their strengths, weaknesses and how parents can help at home. The person in this position is also needed to help prepare the families of incoming kinder students for a successful transition to elementary school. This person will share educational activities with parents that will help their student be ready for kinder. We also need this support to reach out to parents to increase their attendance at educational workshops and events.

**Discussion:**  
 (QUANTIFY what is being purchased.)

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 training in use of computer lab sessions. The agency will meet biweekly with non-bilingual teachers at designated times to provide face-to-face, phone and/or written translations of their communication with Spanish-speaking parents/caregivers of their students. In addition Higher Ground will organize and train parent volunteers to work with identified FBB and BB students and/or prep materials and do other clerical tasks to support teachers.

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**Fiscal Impact:** Funding resources below not to exceed \$1,000.00

**Attachments:** Professional Services Contract including Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Higher Ground Neighborhood Development Corp (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 09/09/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/11/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed ONE THOUSAND Dollars (\$1,000.00) [per fiscal year], at an hourly billing rate not to exceed NA 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: No Reimbursements.

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:* NONE, which shall not exceed a total cost of \$0.00.
- CONTRACTOR Qualifications / Performance of Services:**

**CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 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:

**OUSD Representative:**

Name: ELIZABETH OZOL  
Site /Dept.: 125-NEW HIGHLAND ACADEMY  
Address: 8521 A Street  
Oakland, CA 94621  
Phone: 510-729-7723

**CONTRACTOR:**

Name: Amber Blackwell  
Title: Officer (Executive)  
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.

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:

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.

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.

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 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:** CONTRACTOR will adhere to the following staff requirements and 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 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.

- 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.epls.gov/epls/search.do)

- 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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

- 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.

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education
 Superintendent or Designee

Secretary, Board of Education

Date

Date

CONTRACTOR

Amber Blackwell
Contractor eSignature
04/02/2014
Date

Amber Blackwell, Officer (Executive)
Print Name, Title

## 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.

The site-based services can include on-going translation services for non-bilingual teachers, outreach to families to increase participation of ELL families at school events, i.e. Data Night, Family Literacy Night, ELAC, SSC Meeting and Parent-Teacher Conferences. The agency will also focus on increasing parents and caregivers access to resources to support their childrens education as well as organizing parent volunteers. The agency will meet biweekly with non-bilingual teachers at designated times to provide face-to-face, phone and/or written translations of their communication with Spanish-speaking parents/caregivers of their students. In addition Higher Ground will organize and train parent volunteers to work with identified FBB and BB students and/or prep materials and do other clerical tasks to support teachers.

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

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core      | <input 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 checked="" type="checkbox"/> Accountable for quality                  |
| <input checked="" 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(s): 125SQ12D4823

**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.



***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 125-NEW HIGHLAND ACADEMY**

**Principal / Department Head: ELIZABETH OZOL**

**Contractor Name: Amber Blackwell**

**Business Name: Higher Ground Neighborhood Developmen**

**Contract Type: Standard**

**Anticipated Start Date: 09/09/2013**

**Contract End Date: 06/11/2014**

**Rate Type: FLAT**

**Contract Amount: \$1,000.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: NA**

**Waiver-Reduction Type: \$1,000,000 Required**

**Other Reduction Amount: NA**

**Approval Date:**

**Approved by Deputy Superintendent**

**Billing Waiver Status: Approved**

**Approval Date: 03/19/2014**

**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**



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>



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

6441 Herzog Street  
Oakland, California 94608

(510)658-6454

[www.highergroundndc.com](http://www.highergroundndc.com)

	<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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/17/2013

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 (A/C No. Ext.):</b> (510) 523-3435 <b>E-MAIL ADDRESS:</b> kym@bayrisk.com	<b>FAX (A/C No.):</b> (510) 523-1632
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Higher Ground Neighborhood Development Corp. 6441 Herzog Street Oakland CA 94608-1221	<b>INSURER A:</b> Travelers Indemnity Co of CT <b>NAIC #</b> 25682	
	<b>INSURER B:</b> United States Liability Ins Co	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 6/14/13 - Increased Umb      **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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability		I-660-0394L923-13 \$1,000,000 Per Claim \$2,000,000 Aggregate	3/14/2013	3/14/2014	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/ AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED 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 type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS    10,000		CUP3937T41913 - Limit Incr from \$1,000,000 to \$2,000,000 eff 6/14/13.	3/14/2013	3/14/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	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			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers		ND01061019D	3/14/2013	3/14/2014	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The City of Oakland, its council members, directors, officers, agents, and employees and volunteers are named as additional insureds 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 Exceptions: 10 Days for non-payment of premium. Supersedes previous certificate to show new Umbrella Limit eff 6/14/13.

**CERTIFICATE HOLDER**      **CANCELLATION**

Oakland Unified School District 1025 2nd Ave Oakland, CA 94606	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Kym Hayward/KYM <i>Kym C. Hayward</i>
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**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  
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 8192, PLEASANTON, CA 94588

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 02-10-2014

GROUP:  
 POLICY NUMBER: 1955988-2014  
 CERTIFICATE ID: 10  
 CERTIFICATE EXPIRES: 01-19-2015  
 01-19-2014/01-19-2015  
**THIS CERTIFICATE SUPERSEDES AND CORRECTS  
 CERTIFICATE # 9 DATED 02-10-2014**

OAKLAND UNIFIED SCHOOL DISTRICT  
 AND ITS BOARD MEMBERS  
 746 GRAND AVE  
 OAKLAND CA 94610-2714

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 **30** days advance written notice to the employer.

We will also give you **30** days advance notice should this policy be cancelled prior to its normal expiration.

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

Authorized Representative

President and CEO

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

**ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2014-02-10 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: OAKLAND UNIFIED SCHOOL DISTRICT**

**ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-19-2014 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.**

EMPLOYER

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP  
 6441 HERZOG ST  
 OAKLAND CA 94608

[DEC,CN]



P.O. BOX 8192, PLEASANTON, CA 94588

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OAKLAND UNIFIED SCHOOL DISTRICT NB  
AND ITS BOARD MEMBERS  
746 GRAND AVE  
OAKLAND CA 94610-2714

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 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

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

Authorized Representative

President and CEO

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

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2014-02-10 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: OAKLAND UNIFIED SCHOOL DISTRICT

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-19-2014 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

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

[DEC,CN]