Board Office Use: Legislative File Info. 14-0597 File ID Number: 04/23/2014 Introduction Date: **Enactment Number: Enactment Date:**



Memo

To:

Board of Education

From:

GARY YEE, EdD, ACTING SUPERINTENDENT

Board Meeting Date: 04/23/2014

Subject:

Professional Service Contract

Contractor:

Higher Ground Neighborhood Development Corp of Oakland, CA

Services for: 192

Board Action Requested Approval by the Board of Education of a Professional Services Contract between the District and and Recommendation: Higher Ground Neighborhood Development Corp, Oakland, CA, for the latter to provide: 20 Student 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, for the period of 02/18/2014 through 06/13/2014 in an amount not to exceed \$10,000.00.

Background:

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

To increase and improve student behavior and promote positive school climate and culture through the planning and implementation of behavioral skill building.

Discussion:

(QUANTIFY what is being purchased.)

20 Student 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.

Board Office Use: Legislative File Info.		
File ID Number:	14-0597	
Introduction Date:	04/23/2014	
Enactment Number:	14-0656	
Enactment Date:	4-23-146	



Fiscal Impact:

Funding resources below not to exceed \$10,000.00

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)

Board Office Use: Leg	islative File Info.
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Introduction Date	04/23/2014
Enactment Number	14-0656
Enactment Date	4-23-14 11



PROFESSIONAL SERVICES CONTRACT 2013-2014

	Higher Ground Neighborhood Development Corp
the spe	Agreement is entered into between Higher Ground Neighborhood Development Corp ITRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for irrnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons ally trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and betent to provide such services. The parties agree as follows:
1.	Services: CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated nerein by reference.
2.	Ferms: CONTRACTOR shall commence work on02/18/2014, or the day immediately following approval by the Superintendent from 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
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The
	compensation under this Contract shall not exceed
	f 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 DUSD, 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.
4.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this NONE
	which shall not exceed a total cost of\$0.00
5.	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.
6.	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.
7.	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 pelow:
eRe	3/11/13 Requisition No. P.O. No.

Professional Services Contract

OUSD Representative:		CONTRACTOR:		
Name:	ELIZABETH OZOL	Name:	Amber Blackwell	
Site /Dept	. 192	Address:	Officer (Executive)	
Address:			6441 Herzog St	
·-	Oakland, CA 94621		Oakland, CA 94608	
Phone: _	510-729-7733	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

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- 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.

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Professional Services Contract

- 13. **Drug-Free / Smoke Free Policy**: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 14. **Indemnification**: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 15. Copyright/Trademark/Patent/Ownership: CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 16. **Waiver**: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 17. **Termination**: OUSD may at any time terminate this Agreement upon 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

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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	1 7	CONTRACTOR	
The section of the section	4/24/14	Amber Blackwell	03/18/2014
President, Board of Education Superintendent or Designee	Date	Contractor eSignature	Date
SR 1) - 1/4	4/24/14	Amber Blackwell, Officer (E	executive)
Secretary, Board of Education	Date	Print Name, Title	
11.05.47			
File ID Number: 14-0597 Introduction Date: 4-23-14	-		
Enactment Number: 4-0656 Enactment Date: 4-23-144			

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By:

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EXHIBIT "A" SCOPE OF WORK

IIF 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.]

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.

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. Students will work with teachers and adults in the same ways using, the same language, behavior cues, and expectations. Participants will be able to reduce the barriers to optimal behavioral functioning. Increasing the amount of time students spends on task and in class.

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2.	of the attend Oakla	e service(s): 1) How many more Oakland children are graduat ding school 95% or more? 3) How many more students have	services of this Contract? Be specific. For example, as a result ing from high school? 2) How many more Oakland children are meaningful internships and/or paying jobs? 4) How many more ney need? Provide details of program participation (Students OT THE GOALS OF THE SITE OR DEPARTMENT.
	from	change in one or more behaviors being worked on in gro the classroom among students receiving in-class suppo- lize in the school setting by the end of the service contra	rt. 90% of students receiving crisis intervention will
3.		nment with District Strategic Plan: Indicate the goals an	d visions supported by the services of this contract:
	•	ck all that apply.) Insure a high quality instructional core	☑ Prepare students for success in college and careers
		Develop social, emotional and physical health	■ Safe, healthy and supportive schools
		reate equitable opportunities for learning	
	X H	ligh quality and effective instruction	▼ Full service community district
4.	_	nment with Community School Strategic Site Plan –	CSSSP (required if using State or Federal Funds):
		se select: Action Item included in Board Approved CSSSP: (no addition	onal documentation required)
		- Item Number(s): Not Applicable	
	-	No Restricted Funds	
		Action Item added as modification to Board Approved Manager either electronically via email of scanned documents,	CSSSP – Submit the following documents to the Resource fax or drop off.
		Relevant page of CSSSP with action item highlighted. Pag	e must include header with the word "Modified", modification
	2	date, school site name, both principal and school site cour 2. Meeting announcement for meeting in which the CSSSP r	
		B. Minutes for meeting in which the CSSSP modification was	
	4	s. Sign-in sheet for meeting in which the CSSSP modification	

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ContractsOnline: Contract Waiver Summary

Site Number-Name: 192

Principal / Department Head: ELIZABETH OZOL

Contractor Name: Amber Blackwell

Business Name: Higher Ground Neighborhood Developmen

Contract Type: Standard

Anticipated Start Date: 02/18/2014 Contract End Date: 06/13/2014

Rate Type: FLAT Contract Amount: \$10,000.00

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: 03/14/2014

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

0.1 1		INT OF QUALIFICATIONS				
School Year	Site	Summary of Programs and Services				
	Allendale Elementary School	→ School Day Behavioral Health Program				
		→ Developmental Recess				
		→ Service Learning				
		→ Comprehensive After School Program Coordination				
		Implementation				
		→ Community Schools Coordination				
	Brookfield Elementary School	→ Comprehensive After School Program Coordination				
	DIOUNIUM LICINGINALY SCHOOL	Implementation				
2002 2012		Community Schools Coordination Creade Level Callaborative Supresent Plancial Education				
2008 ~ 2013		→ Grade Level Collaborative Support – Physical Education				
	77 77 11 177	Classes				
	New Highland Elementary School	Comprehensive After School Program Coordination				
		Implementation				
	Sobrante Park Elementary School	→ Comprehensive After School Program Coordination				
		Implementation				
		→ Community Schools Coordination and new campus design				
		team				
		→ Grade Level Collaborative Support – Physical Education				
		Classes				
	Rise Elementary School	→ Comprehensive After School Program Coordination				
	l ,	Implementation				
		→ Community Schools Coordination				
Fall 2010	Marshall Elementary School	→ Fiscal Agent				
1411 2010	Allendale Elementary School	♦ School Day Behavioral Health Program				
	Thiencare memericary series	→ Developmental Recess				
		→ Service Learning				
	Recal-Cald Firmantan Calant	Implementation				
	Brookfield Elementary School	School Day Behavioral Health Program				
		Recess Support				
2007 ~ 2008		→ Grade Level Collaborative Support				
		→ Comprehensive After School Program Coordination				
		Implementation				
	New Highland Elementary School	→ ELL Support Program				
		→ Comprehensive After School Program Coordination				
		Implementation				
	Sobrante Park Elementary School	→ Grade Level Collaborative Support				
		→ Comprehensive After School Program Coordination				
		Implementation				
	Allendale Elementary School	School Day Behavioral Health Program				
		→ Service Learning				
		Comprehensive After School Program Coordination				
		Implementation				
	Brookfield Elementary School	→ Comprehensive After School Program Coordination				
	DIOUNIUM LICINGINALY SCHOOL					
2006 - 2007	Now Highland Flores (-1-1	Implementation				
	New Highland Elementary School	Comprehensive After School Program Coordination				
		Implementation				
	Sobrante Park Elementary School	School Day Behavioral Health Program				
		→ Grade Level Collaborative Support				
		→ Comprehensive After School Program Coordination				
		Implementation				
	Cox Elementary School	→ School Day Behavioral Health Program				
	Allendale Elementary School	→ School Day Behavioral Health Program				
		→ Comprehensive After School Program Coordination				
2005 ~ 2006		Implementation				
	Jefferson Elementary School	→ After School SES Coordination				
	Sobrante Park Elementary School	→ Comprehensive After School Program Coordination				
	SOPIAINE LAIK EIGHIGHAIY SCHOOL					
	F Manuia Cay Florescature Cal1	Implementation				
2004 ~ 2005	E. Morris Cox Elementary School	School Day Behavioral Health Program				
		→ After-School Program				
~ ~ .						



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

6441 Herzog Street Oakland, California 94608 www.highergroundndc.com

(510)658~6454

(b 10) 000 0 10 1 W W Willight Grown and Good Collin				
	Sobrante Park Elementary School	→ Comprehensive After School Program Coordination		
		Implementation		
2003 ~ 2004	E. Morris Cox Elementary School	→ School Day Behavioral Health Program		
2003 ~ 2004	Fruitvale Elementary School After School Behavioral Health Group			
Oakland Unified School District 2003		OUSD granted HGNDC a license to operate a K-5		
		public elementary Charter school called Lotus Agriculture		
		&Technology Academy		
2002	Higher Ground Neighborhood	→ Receipt of 501 (c) (3) from State of California		
2002	Development Corp. Established			



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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy, certain policies may require an encertificate holder in lieu of such endorsement(s).	Disaliant watermant	On ans ceranicate does not come	rights to the	
PRODUCER	ONTACT Kym Hayward			
BayRisk Insurance Brokers Inc.	PHONE (AIC. No. Ext): (510) 523-3435 FAX (AIC. No.): (510) 523-1632			
1920 Minturn Street	MAIL kym@bayrisk.	. Com		
P.O. Box 567		AFFORDING COVERAGE	NAIC#	
	AND DESCRIPTION OF THE PROPERTY OF THE PERSON OF THE PERSO	Indemnity Co of CT	25682	
		ites Liability Ins Co	20002	
AND THE COURT OF THE CONTROL OF THE COURT OF	ISURER C:			
0226 000000	VSURER D : VSURER E :			
- 24600 4005	VSURER F:			
		REVISION NUMBER:	den more manual and a second	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAY INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDI EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	E BEEN ISSUED TO THE II OF ANY CONTRACT OR O'T D BY THE POLICIES DESC BEEN REDUCED BY PAID O	CRIBED HEREIN IS SUBJECT TO ALL CLAIMS.		
INSR TYPE OF INSURANCE INSR WVD POLICY NUMBER	POLICY EFF POLICY (AMIDD		4 000 000	
GENERAL LIABILITY		DAMAGE TO RENTED	1,000,000	
X COMMERCIAL GENERAL LIABILITY		PREMISES (Ea occurrence)	100,000	
A CLAIMS-MADE X OCCUR I-660-03941923-13	3/14/2013 3/14/2	2014 MED EXP (Any one person) S	10,000	
X Professional Liability \$1,000,000 Per Claim		PERSONAL & ADV INJURY S	1,000,000	
\$2,000,000 Aggregat		GENERAL AGGREGATE S	2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:		PRODUCTS - COMP/OP AGG S	2,000,000	
X POLICY PRO-		COMBINED SINGLE LIMIT		
AUTOMOBILE LIABILITY		COMBINED SINGLE LIMIT (Ea accident) S		
ANY AUTO		BODILY INJURY (Per person) \$		
ALL OWNED SCHEDULED AUTOS		BODILY INJURY (Per accident) S		
AUTOS AUTOS NON-OWNED AUTOS AUTOS		PROPERTY DAMAGE S (Per accident)		
		\$		
X UMBRELLA LIAB X OCCUR CUP3937T41913 - Limi	1	ENON COODINGTON	2,000,000	
A EXCESS LIAB CLAIMS-MADE Incr from \$1,000,000	1	AGGREGATE S	2,000,000	
DED X RETENTIONS 10,000 \$2,000,000 eff 6/14/	.3.	WC STATU- OTH-		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND EMPLOYERS' LIABILITY				
ANY PROPRIETOR/PARTNER/EXECUTIVE		EL EACH ACCIDENT S	-	
OFFICERMEMBER EXCLUDED?		E.L. DISEASE - EA EMPLOYEE S		
if yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - POLICY LIMIT S		
B Directors & Officers ND01061019D	3/14/2013 3/14/	/2014 \$1,000,000 Per Claim	1	
		\$1,000,000 Aggregate		
		to D		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remark The City of Oakland, its council members, directors,	Schedule, if more space is required officers, agents,	, and employees and volun	teers are	
I seemed to Conoral	A SE DOR VETTITOES	amplect to me bowner one	and I	
and the state of t	UI 98. "FOLICY C	STICATTERTON NUMBER AND	6 907 9 94	
conditions and exclusions per attached form the form on payment of premium. Supersedes previous certific	ite to show new Un	mbrella Limit eff 6/14/13	•	
CERTIFICATE HOLDER	CANCELLATION			
	SHOULD ANY OF THE A	ABOVE DESCRIBED POLICIES BE CANC	ELLED BEFORE	
	THE EXPIRATION DA	ATE THEREOF, NOTICE WILL BE	DELIVERED IN	
and the second of the second	ACCORDANCE WITH TH	HE POLICY PROVISIONS.		
Oakland Unified School District 1025 2nd Ave	AUTHORIZED REPRESENTATI	WE		
Oakland, CA 94606	MOUNTED REPRESENTATION			
	A. A			

Kym Hayward/KYM

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:

CERTIFICATE EXPIRES: 01-19-2015

01-19-2014/01-19-2015

THIS CERTIFICATE SUPERSEDES AND CORRECTS

10

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 COR CORP 6441 HERZOG ST OAKLAND CA 94608

[DEC,CN]

PRINTED : 02-10-2014



P.O. BOX 8192, PLEASANTON, CA 94588

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