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| Board Office Use: Legislative File Info. |         |
| File ID Number                           | 13-0312 |
| Introduction Date                        | 2/27/13 |
| Enactment Number                         | 13-0418 |
| Enactment Date                           | 2-27-13 |



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) 2-27-13

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

Action Requested Approval of a professional services contract between Oakland Unified School District and Higher Ground NDC. Services to be primarily provided to Nutrition Services for the period of 01/01/2013 through 06/15/2013.

Background A one paragraph explanation of why the consultant's services are needed. Higher Ground will be supervising and employing a part time Produce Market Manager to run the school based produce market at Sobrante Park Elementary School 1 day a week for the duration of the school year and providing technical assistance to the School Produce Market at Allendale Elementary for the duration of the school year.

Discussion One paragraph summary of the scope of work. A contract for services between OUSD and Higher Ground NDC of Oakland, CA for the latter to provide supervision of the day to day operation of a weekly produce market including market set up and break down, selling produce, recruiting volunteers, accounting and inventory, and technical assistance. This contract is for the period of 1/1/2013-6/15-2013 and not to exceed \$4000.00.

Recommendation Approval of professional services contract between Oakland Unified School District and Higher Ground NDC. Services to be primarily provided to Nutrition Services for the period of 01/01/2013 through 06/15/2013.

Fiscal Impact Funding resource name (please spell out) Food Svcs-FM not to exceed \$4,000.00

- 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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|---|---------|
| Board Office Use: <b>Legislative File Info.</b> |         |
| File ID Number                                  | 13-0312 |
| Introduction Date                               | 2/27/13 |
| Enactment Number                                | 13-0418 |
| Enactment Date                                  | 2-27-13 |



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 01/01/2013, 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 \$4000.00 Dollars (\$4,000.00). 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: up to 300 hours of labor billed at \$12.00 per hour + administrative fees.

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:* NA which shall not exceed a total cost of \$ 0.00.

### 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: Jennifer LeBarre
Site /Dept.: Nutrition Services
Address: 900 High Street
Oakland, CA
Phone: (510) 434-3334

CONTRACTOR:

Name: Higher Ground NDC
Title: Amber Blackwell, Programmatic Operations Director
Address: 6441 Herzig 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: AB
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: 01/01/2013 Work shall be completed by: 06/15/2013 Total Fee: \$ 4000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

[Signature]  
Secretary, Board of Education

2/28/13  
Date

2/28/13  
Date

CONTRACTOR

[Signature] 12.1.2012  
Contractor Signature Date

Higher Ground NDC Amber Blackwell, Program  
Print Name, Title

File ID Number: 13-0312  
Introduction Date: 2-27-13  
Enactment Number: 13-0418  
Enactment Date: 2-27-13  
By: [Signature]

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.

A contract for services between OUSD and Higher Ground NDC of Oakland, CA for the latter to provide supervision of the day to day operation of a weekly produce market including market set up and break down, selling produce, recruiting volunteers, accounting and inventory, and technical assistance. This contract is for the period of 1/1/2013-6/15-2013 and not to exceed \$4000.00.

SCOPE OF WORK

Higher Ground NDC will provide a maximum of 300.00 hours of services at a rate of \$ 12.00 per hour for a total not to exceed \$4,000.00. Services are anticipated to begin on 01/01/2013 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.

Higher Ground will be responsible for the supervision of the day to day operations of a weekly produce market serving families, students, and staff at Sobrante Park Elementary School. This includes setting up and breaking down the market, selling produce, recruiting volunteers, inventory & accounting, and technical assistance.

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.

Students, staff, and families of Sobrante Park Elementary and Allendale Elementary will have increased access to fresh, seasonal, local, affordable, and mainly organic produce in their neighborhood.

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: \_\_\_\_\_
- 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.
-



POLICY SUBJECT: [REDACTED] 94122 0807

CERTIFICATE OF EMPLOYERS' COMPENSATION INSURANCE

ISSUE DATE 01-19-2012

GROUP # POLICY NUMBER 1955988 2012  
CERTIFICATE ID: 5  
CERTIFICATE EXPIRES: 01-18-2013  
01-19-2012 01-19-2013

OAKLAND UNIFIED SCHOOL DISTRICT  
401 JONES AVE  
OAKLAND CA 94603-1123

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should the policy be cancelled prior to its normal expiration.

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

*James A. Leary*  
Authorized Representative

*Thomas E. Lane*  
President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS \$ 500,000 PER OCCURRENCE

MP 11-12

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP  
AND CORP  
3441 HERZOG ST  
OAKLAND CA 94608





# 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).

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

## 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 / WAIV               | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-------------------------------------|-------------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><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<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/OP AGG \$ 2,000,000<br>\$ |
|          | GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  |                                     |                   |                         |                         |  |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |                                     |                   |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 |                                     | FBD               | 06/26/2012              | 3/14/2013               | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$<br>\$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input type="checkbox"/> N/A |                   |                         |                         | WC STATUTORY LIMITS<br>OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
|          | Directors & Officers  |                                     | NDO1061019C       | 3/14/2012               | 3/14/2013               | \$1,000,000 Per Claim<br>\$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

## 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/NINA

ACORD 25 (2010/05)

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INSQ25 (01/01/01)

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POLICY NUMBER: X-560-0394I923-TCT-12

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 3/12/2012

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 2<sup>nd</sup> Ave.  
Oakland, CA 94606

Designation Of Premises (Part Leased to You)

**WHO IS AN INSURED** (Section If) 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.



# HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

6441 Herzog Street

Oakland, California 94608

(510)658-6454

www.highergroundndc.com

## BIOGRAPHY OF OUSD-RELATED SERVICES

| School Year | Site                                   | Summary of Programs and Services  |
|-------------|--|---|
| 2008 - 2012 | <i>Allendale Elementary School</i>     | <ul style="list-style-type: none"> <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>→ Comprehensive After School Program Coordination Implementation</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> <li>→ Developmental Recess</li> </ul>  |
|             | <i>Sobrante Park Elementary School</i> | <ul style="list-style-type: none"> <li>→ Comprehensive After School Program Coordination Implementation</li> <li>→ Grade Level Collaborative Support – Physical Education Classes</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>  |
|             | <i>Sobrante Park Elementary School</i> | <ul style="list-style-type: none"> <li>→ Comprehensive After School Program Coordination Implementation</li> </ul>  |
| 2003 - 2004 | <i>E. Morris Cox Elementary School</i> | <ul style="list-style-type: none"> <li>→ School Day Behavioral Health Program</li> </ul>  |
|             | <i>Fruitvale Elementary School</i>     | <ul style="list-style-type: none"> <li>→ After School Behavioral Health Group</li> </ul>  |
| 2002        | <i>Oakland Unified School District</i> | <ul style="list-style-type: none"> <li>→ OUSD granted HGNDc a charter to operate Lotus A&amp;T Academy</li> </ul>   |

## Search Results

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

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.474.20121216-2150

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





HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORPORATION

644 I Herzog Street  
Oakland, California 94608  
(510) 658-6454  
www.highergroundndc.com

To Whom It May Concern:

Higher Ground Neighborhood Development Corp performs a thorough screening of all employees and consultants that work with children or are on a school or community based site. We keep current proof of negative TB results on file with our Human Resources Department for said employees and consultants. We conduct FBI/DOJ level fingerprint/criminal background clearances with Live Scan for each employee and consultant. And if the employee/consultant is a long standing member of the Higher Ground team, the agency requests and monitors subsequent arrest records at least once per fiscal year. If the employee or consultant is considered one of our ratio team members in regards to ASES funding, they must also meet the OUSD Instructional Assistant requirement. And proof of this requirement in the form of their transcripts and/or their "Pass Letter" from OUSD or Alameda County Office of Education are also kept on file.

If you have any questions, please contact the Higher Ground office at 510-658-6454.

Thank you,

A handwritten signature in black ink, appearing to read "Amber", followed by a large, circular scribble or flourish.

Amber Blackwell  
Executive Director

OGDEN UT 84201-0038

In reply refer to: 0437881044  
June 28, 2011 LTR 41680 EC  
31-1779933 000000 00

00034872  
BODC: 1E

HIGHER GROUND NEIGHBORHOOD  
DEVELOPMENT CORPORATION  
% AMBER BLACKWELL  
6441 HERZOG ST  
OAKLAND CA 94608-1221

Employer Identification Number: 31-1779933  
Person to Contact: Mr. Ludlow  
Toll free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your June 17, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in February 2002.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(ii).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of ~~the filing due date of the third return for organizations required to~~ file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

# 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 type="checkbox"/> | For All Consultants: Results page of the Excluded Party List ( <a href="https://www.epls.gov/epls/search.do">https://www.epls.gov/epls/search.do</a> ) |
|                      | <input type="checkbox"/> | For All Consultants: Statement of qualifications (organization); or resume (individual consultant).  |
|                      | <input type="checkbox"/> | For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.   |
|                      | <input type="checkbox"/> | For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)                                     |

**OUSD Staff Contact** Emails about this contract should be sent to: (required) Alexandra Emmott

## Contractor Information

|                    |   |                  |   |       |    |
|--------------------|---|------------------|---|-------|----|
| Contractor Name    | Higher Ground NDC   | Agency's Contact | Amber Blackwell   |       |    |
| OUSD Vendor ID #   | i001673   | Title            | Programmatic Operations Director  |       |    |
| Street Address     | <u>6441 Irving St.</u>  | City             | Oakland   | State | CA |
| 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       | 01/01/2013 | Date work will end         | 06/15/2013 | Other Expenses | \$ 400.00 |
| Pay Rate Per Hour (required) | \$ 12.00   | Number of Hours (required) | 300.00     |                |           |

## Budget Information

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

| Resource #                        | Resource Name | Org Key    | Object Code                  | Amount      |
|-----------------------------------|---------------|------------|------------------------------|-------------|
| 9009                              | Food Svcs-FM  | 9919895301 | 5825                         | \$ 4,000.00 |
|                                   |               |            | 5825                         | \$          |
|                                   |               |            | 5825                         | \$          |
| <b>Requisition No. (required)</b> | R0309911      |            | <b>Total Contract Amount</b> | \$ 4,000.00 |

## 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.   | <b>Administrator / Manager (Originator)</b>  | Name               | Jennifer LeBarre | Phone         | (510) 434-3334 |
|  | Site / Department  | Nutrition Services |                  | Fax           | (510) 435-2259 |
|  | Signature  |                    |                  | Date Approved | 12/20/12       |
| 2.   | <b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships |                    |                  |               |                |
|  | <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)   |                    |                  |               |                |
|  | Signature  |                    |                  | Date Approved |                |
| 3.   | <b>Regional Executive Officer</b>  |                    |                  |               |                |
|  | <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  |                    |                  |               |                |
| 4.   | <b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000                                       |                    |                  |               |                |
|  | Signature  |                    |                  | Date Approved | 2/1/13         |
|  | <b>Superintendent, Board of Education</b> Signature on the legal contract  |                    |                  |               |                |
| <b>Legal Required if not using standard contract</b> |  | Approved           | Denied - Reason  | Date          |                |
| <b>Procurement</b>                                   | Date Received  | PO Number          |                  |               |                |

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