

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	14-0788
Introduction Date	05/14/14
Enactment Number	14-0771
Enactment Date	5/14/14



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Gary Yee, Ph.D., Interim Superintendent  
 Vernon Hal, Deputy Superintendent, Business & Operations *VH*  
 Jennifer Le Barre, Executive Director of Nutrition Services

**Board Meeting Date**

**Subject** Request for Approval of Memo of Understanding between Oakland Unified School District and Mandela Marketplace.

---

**Action Requested** Approval by the Board of Education of Memo of Understanding between Oakland Unified School District and Mandela Marketplace.

**Background** Mandela Marketplace will operate two after school produce markets to expand access to fresh, local, pesticide-free, affordable produce for our students, families, and community. The markets will complement existing produce markets operated by OUSD Nutrition Services and promote farm to school efforts broadly. Mandela Market Place will fund the market managers and all related program costs at all sites. The two pilot sites for this program will be La Escuelita and Cesar Chavez.

**Discussion** The MOU will establish agreements and define Mandela Marketplace's and OUSD's shared commitment to and responsibilities for operating additional produce markets at OUSD.

**Recommendation** Approval by the Board of Education of Memo of Understanding between Oakland Unified School District and Mandela Marketplace.

**Fiscal Impact** None - Mandela Market Place will fund the market managers and all related program costs at 2 new OUSD produce markets.

**Attachments** **Memo of Understanding**

# MEMORANDUM OF UNDERSTANDING (MOU)

Between

**Mandela Marketplace**

**and**

**Oakland Unified School District**

---

This memorandum of understanding ("MOU") summarizes the principal terms of the agreement between **Mandela Marketplace (MMP)**, a 501(c)(3) nonprofit corporation incorporated in the State of California, and **Oakland Unified School District (OUSD)**.

Term: This agreement shall be effective February 1, 2014 to August 31, 2015.

## PART I – Objectives of the Collaborative Effort

The parties agree that the intent of the collaborative effort is to serve the Oakland school community through OUSD's school produce markets by (i) marketing and selling affordable, healthy, sustainably grown regional food, and by (ii) providing nutrition education opportunities.

## PART II – Responsibilities of Each Party

### A. MMP Responsibilities

1. Set-up, operate, and break down community produce stands at two to four OUSD schools; times and locations to be approved by OUSD.
2. Staff and compensate produce market operators of the Chavez and La Escuelita Schools.
3. Provide all needed equipment for market operation including but not limited to tent, table, cash box, baskets, and bags.
4. Make information about the Oakland Fresh School Produce Market program available at markets, to be provided by OUSD.
5. Source and sell sustainably grown, pesticide-free regional food to OUSD. OUSD vendors or directly to customers through both markets operated by MMP and OUSD.
6. Provide nutrition education opportunities, when possible.
7. Ensure that produce available for sale at each market is culturally relevant and affordable for community members.
8. Accept California Supplemental Nutrition Assistance Program (SNAP) and Women Infant Children (WIC) vouchers, when possible.
9. Ensure all MMP staff meets OUSD's requirements: TB tests, Food Safety Training, fingerprints, and minimum liability insurance requirements.
10. Respond within 24 hours to correspondence from OUSD during weekdays.
11. Maintain a clean workspace before, during, and after markets.
12. Bring any trash, compost, and/or recycle to the designated disposal area at each school after the market is closed.
13. Provide marketing collateral and support to bring awareness to Oakland's school community.
14. Ensure adherence to relevant Local, State and Federal laws.
15. Coordinate educational materials with OUSD's market education program.

### B. OUSD's Responsibilities

1. Allow for access to water source on school site.
2. Provide a trash can and access to electrical outlet.
3. Permit a sign-up sheet.
4. Permit MMP use of OUSD logo on marketing collateral for community produce markets.
5. Support community awareness by listing markets on school calendar.
6. For markets operated by MMP, make best efforts to provide a designated parking space for MMP employee vehicle from 1 hour prior to market hours to 1 hour after market hours.

7. Ensure adherence to relevant Local, State and Federal laws.
8. Provide a market coordinator contact, Alexandra Emmott, representing Oakland Unified School District, who will respond within 24 hours to correspondence from MMP during weekdays.
9. Coordinate with Mandela Marketplace staff at agreed up times to discuss community market activities.
10. Designate a school based liaison and contact information at each school who is available during produce market hours.

**PART III -- Conditions and Terms of Amendment, Assignment and Termination**

- A. Either party may terminate this MOU at any time for any reason with thirty (30) days prior written notice to the other party.
- B. This MOU may not be amended except by a writing signed by both parties hereto.
- C. Neither party shall assign or transfer any rights or obligations under this MOU without the prior written consent of the other party.

**PART IV - Financial Terms**

- A. MMP shall not contract, or partner with any other entity on behalf of OUSD.

**Part V -- Additional Terms**

**1. Indemnification:**

MMP agrees to hold harmless, indemnify, and defend OUSD and its Board of Education, State Trustee, employees, and agents 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. MMP also agrees to hold harmless, indemnify, and defend OUSD and its elective board, State Trustee, employees, and agents from any and all claims or losses incurred by supplier of MMP, or MMP's subcontractors furnishing work, services, or materials to MMP in connection with the performance of this Agreement. This provision survives termination of this Agreement.

OUSD agrees to hold harmless, indemnify, and defend MMP and its officers, employees, and agents from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation caused by the negligence of OUSD, its Board of Education, State Trustee, employees, and agents in connection with District's performance of its obligations under this Agreement. OUSD also agrees to hold harmless, indemnify, and defend MMP and its board, officers, employees, and agents from any and all claims or losses incurred by any supplier of MMPs or MMPs' subcontractors furnishing work, services, or materials to OUSD caused by OUSD's negligence in performing its obligations under this Agreement. This provision survives termination of this Agreement.

**2. Insurance:**

1. Commercial General Liability Insurance: the following insurance is required:

- i. If MMP employs any person to perform work in connection with this Agreement, MMP 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:

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

ii. MMP 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. Evidence of insurance must be attached. 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.

OUSD, a public entity, is permissibly self insured under the laws of California. Upon request, evidence of self-insurance shall be provided to MMPs by OUSD Risk Management Department.

### 3. Conduct of MMP

a. **Child Abuse and Neglect Reporting Act.** MMP will comply with the Child Abuse and Neglect Reporting Act guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 -- 11174.

b. **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each MMP employee or agent working with students.

c. **Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each MMP employee or agent working with students. MMP shall not permit its employees or agents to come into contact with students until CDOJ and FBI clearance is ascertained, and MMP shall certify in writing to OUSD that none of its employees or agents who may come into contact with pupils have been convicted of a violent or a serious felony. MMP shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and MMP or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.

### 4. Non-Discrimination

Consistent with the policy of OUSD in connection with all work performed under this AGREEMENT, MMP 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. MMP 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, MMP agrees to require like compliance by all of its subcontractors.

5. **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.

### 5. Excluded Parties

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: 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.sam.gov/portal/public/SAM>

**PART VI – Signatures**

This MOU constitutes the full and entire understanding and agreement between the parties with regard to the subject hereof, and any and all other written or oral agreements relating to the subject matter hereof existing between the parties hereto are expressly superseded hereby.

Mandela Marketplace

By:  \_\_\_\_\_

Name: Dana Harvey

Title: Executive Director

Oakland Unified School District

By: \_\_\_\_\_

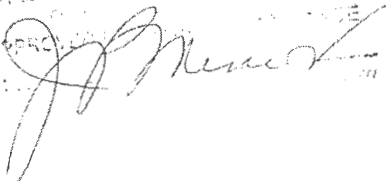
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 3/19/14 Date: \_\_\_\_\_



**David Kakishiba**  
President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
APPROVED  
  
DATE: \_\_\_\_\_



**Gary Yee, Ed.D.**  
Secretary, Board of Education