

File ID Number	14-2340
Introduction Date	12-10-14
Enactment Number	14-1977
Enactment Date	12-10-14
By	O.A.



**OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education**

December 10, 2014

To: Board of Education

From: Antwan Wilson, Superintendent  
Mia Settles-Tidwell, Chief Operations Officer  
Jennifer LeBarre, Executive Director Nutrition Services

Subject: **Grant Award Notifications– California Department of Food and Agriculture (CDFA) Specialty Crop Block Grant**

**ACTION REQUESTED:**

Acceptance by the Board of Education of CDFA Specialty Crop Block Grant effective October 1, 2014- June 30, 2017.

**BACKGROUND:**

Grant proposals for OUSD was submitted for 2014-15 fiscal year for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
14-2340	X	Grant	OUSD Nutrition Services	Expansion of California Produce in OUSD Menus	10/1/14-6/30/17	CDFA	\$388,131.00

**DISCUSSION**

The District created a Grant Face Sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the department.

**FISCAL IMPACT:**

The total amount of grants will be provided to OUSD schools from the funder.

- Grants valued at: \$388,131.00

**RECOMMENDATION:**

Acceptance by the Board of Education of USDA Farm to School Implementation Grant funding. Notifications according to the terms and conditions set forth in the attached Grant Award Notification letters.

**Attachments:**

Grant Face Sheet; Grant Award Notifications

OUSD Grants Management Face Sheet

<b>Title of Grant: CDFFA Specialty Crop Block Grant</b>	<b>Funding Cycle Dates: October 1, 2014-June 30, 2017</b>
<b>Grant's Fiscal Agent: Nutrition Services/OUSD</b>	<b>Grant Amount for Full Funding Cycle: \$388,131.00</b>
<b>Funding Agency: California Department of Food and Agriculture</b>	<b>Grant Focus: Increasing California Specialty Crops in OUSD School Menus</b>
<b>List all School(s) or Department(s) to be Served:</b> Nutrition Services	

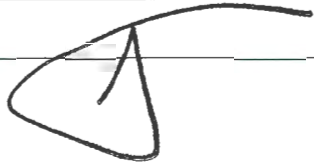
<b>Information Needed</b>	<b>School or Department Response</b>
How will this grant contribute to sustained student achievement or academic standards?	Grant provides funds to develop recipes, train staff, and research best practice models for expanding access to local produce in OUSD. It fosters student achievement by promoting health and wellness.
How will this grant be evaluated for impact upon student achievement?  (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.17% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	N/A
Does the grant require any resources from the school(s) or district? If so, describe.	N/A
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of 5.17% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes – Contracts yet to be awarded. Seeking contractor to research supply chain and logistics for in-house produce processing and a chef to develop and test recipes.  HOPE Collaborative will have a contract to provide youth to test recipes with students.
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Alexandra Emmott and Amy Glodde 900 High St. Oakland, CA 94601 510-434-3334 alexandra.emmott@ousd.k12.ca.us amy.glodde@ousd.k12.ca.us

**Applicant Obtained Approval Signatures:**

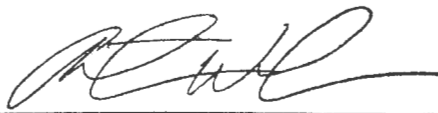
<b>Entity</b>	<b>Name/s</b>	<b>Signature/s</b>	<b>Date</b>
Principal			
Department Head (e.g. for school day programs or for extended day and student support activities)	Jennifer LeBarre		

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	Mia Settles		
Superintendent	Antwon Wilson		



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David Kakishiba  
President, Board of Education



\_\_\_\_\_  
Antwan Wilson  
Secretary, Board of Education

File ID Number: 14-2340  
Introduction Date: 12-10-14  
Enactment Number: 14-7977  
Enactment Date: 12-10-14  
By: DA

GRANT AGREEMENT

EXHIBIT A  
SIGNATURE PAGE

AGREEMENT NUMBER

SCB14021

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

OAKLAND UNIFIED SCHOOL DISTRICT

2. The **Agreement Term** is: October 1, 2014 to June 30, 2017

The **Project Term** as identified in Attachment 1, Scope of Work and Budget is: October 1, 2014 to June 30, 2017\*

\*To extend the Project Term, the Recipient **must** obtain written approval from the CDFA Federal Funds Management Office (FFMO) in accordance with the terms of this Agreement. The Project Term cannot be extended beyond the Agreement Term, which is June 30, 2017.

3. The maximum amount of this Agreement is: \$388,131.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are, by this reference, made a part of the Agreement:

Exhibit A – Signature Page, Recipient and Project Information

Pages 1 through 3

Exhibit B – Payment Provisions

Pages 4 through 5

Exhibit C – General Terms and Conditions

Pages 6 through 9

Exhibit D – Federal Terms and Conditions

Pages 10 through 13

Attachment 1 – Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Oakland Unified School District

BY (Authorized Signature)

DATE SIGNED (Do not type)

*Jennifer LeBarre*

10/27/14

PRINTED NAME AND TITLE OF PERSON SIGNING

Jennifer LeBarre, Executive Director, Nutrition Services

ADDRESS

900 High Street, Oakland, California 94601

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, MANAGER, FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS

1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

**PRIME AWARD INFORMATION**

The United States Department of Agriculture (USDA), Agricultural Marketing Service (AMS), Specialty Crop Block Grant Program–Farm Bill (SCBGP), CFDA 10.170, awarded \$19,881,478.15 to the California Department of Food and Agriculture (CDFA) under Grant Agreement 14-SCBGP-CA-0006 dated September 22, 2014.

**RECIPIENT AND PROJECT INFORMATION**

1. The CDFA awards a grant to the Recipient for the project described in the above-referenced award as:

Project 21: "California Specialty Crops for California Kids"

2. The Grant Managers for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Crystal Myers, Manager	Name: Alexandra Emmott
Section/Unit: Federal Funds Management Office	Section/Unit: Nutrition Services
Address: 1220 N Street, Room 120	Address: 900 High Street
City/Zip: Sacramento, CA 95814	City/Zip: Oakland, CA 94601
Phone: 916-657-3231	Phone: 510-434-3334
Email Address: crystal.myers@cdfa.ca.gov	Email Address: alexandra.emmott@ousd.k12.ca.us Recipient Organization DUNS: 076554500

3. The Grant Specialist/Contacts for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Marco Coelho, Grants Specialist	Name: Jennifer LeBarre
Section/Unit: Federal Funds Management Office	Section/Unit: Nutrition Services
Address: 1220 N Street, Room 120	Address: 900 High Street
City/Zip: Sacramento, CA 95814	City/Zip: Oakland, CA 94601
Phone: 916-403-6537	Phone: 510-434-3334
Email Address: marco.coelho@cdfa.ca.gov	Email Address: Jennifer.lebarre@ousd.k12.ca.us
	<b>FISCAL CONTACT FOR RECIPIENT</b> (if different from above):
	Name: Zenaida Perea
	Section/Unit: Nutrition Services
	Address: 900 High Street
	City/Zip: Oakland, CA 94601
	Phone: 510-434-3334
	Email Address: zenaida.perea@ousd.k12.ca.us

4. Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function. This award  does  does not support Research & Development.
5. See Attachment 1 – Scope of Work and Budget for a detailed description of work and duties of all parties.

## EXHIBIT B

### PAYMENT PROVISIONS

#### 1. Invoicing and Payment

- A. The Recipient may not commence performance until this Agreement is signed by both parties and is in full force and effect.
- B. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget (Attachment 1), and upon receipt and approval of the invoices, the CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- C. Invoices will be submitted at least quarterly but not more frequently than monthly, in arrears. Invoices are submitted to the Federal Funds Management Office (FFMO) within 30 calendar days after the end of each quarter, except for the final quarter of the project period described in Provision 1.E. below. Invoices must be submitted on the invoice template form provided by the FFMO to the Recipient. The annual quarterly periods are:

First Quarter:	10/01 – 12/31
Second Quarter:	01/01 – 03/31
Third Quarter:	04/01 – 06/30
Fourth Quarter:	07/01 – 09/30

- D. A final invoice must be submitted for payment no more than 30 calendar days following the expiration date of this Agreement, or after the project is complete, whichever comes first. The invoice form provided by the FFMO should be clearly marked "Final Invoice," indicating that all payment obligations of the CDFA under this Agreement have ceased and no further payments are due or outstanding.
- E. Ten percent of the total amount awarded in this Agreement will be withheld until receipt, review and approval of the Final Performance Report as described in Exhibit C, Provision 13.B.

#### 2. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

#### 3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 – The California Prompt Payment Act.

#### 4. Allowable Budget Line Item Shifts

Budget Line Item Shifts are allowed in accordance with the 2014 SCBGP Grant Management Procedure Manual (GMP), Line Item Shift Request section. The GMP and Line Item Shift Request form are available at [www.cdfa.ca.gov/grants](http://www.cdfa.ca.gov/grants).

#### 5. Allowable Expenses/Fiscal Documentation

- A. The Recipient will comply with all applicable State and Federal regulations including, but not limited to the uniform federal assistance regulations (7 CFR 3015), the uniform administrative requirements (7 CFR 3016), and the cost principles found in 2 CFR 225.

- B. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by the CDFA under this Agreement. If the CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to generally accepted accounting principles, the CDFA may disallow the expenditures.
- C. The Recipient must comply with the documentation standards for Salary and Wages and Fringe Benefits as set forth in the applicable cost principles and GMP, available at [www.cdfa.ca.gov/grants](http://www.cdfa.ca.gov/grants).
- D. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the U.S. General Services Administration (GSA).
- E. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations. All international travel must comply with the "Fly America Act" USC Title 49 § 40118.
- F. The Recipient will maintain and have available, upon request by the CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation must be kept for three years from the date CDFA notifies the Recipient in writing that the project file is closed, or resolution of an audit or litigation claims related to the Federal SCBGP or project, whichever comes last.



## EXHIBIT C

### GENERAL TERMS AND CONDITIONS

**1. Approval**

This Agreement is of no force or effect until signed by both parties.

**2. Assignment**

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the FFMO in the form of a formal written amendment.

**3. Indemnification**

The Recipient agrees to indemnify, defend and hold harmless the State of California, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Recipient in the performance of this Agreement.

**4. Disputes**

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient files a "Notice of Dispute" with the CDFA within 10 calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within 10 calendar days of receipt of the Notice of Dispute, CDFA will meet with the Recipient for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee is final. In the event of a dispute, the language contained within this Agreement prevails.

**5. Contractors/Consultants**

- A. The Recipient must follow its documented procurement procedures when contracting with a Contractor/Consultant. The procedures must reflect applicable State and local laws and regulations, and must conform to applicable Federal law and the standards in 7 CFR 3016.36.
- B. The Recipient must comply with 7 CFR 3016.36 requiring a competitive procurement process.
- C. The Contractor/Consultant rate must not exceed the maximum allowable rate, as set forth in the 2014 SCBGP Grant Management Procedure Manual, available at [www.cdfa.ca.gov/grants](http://www.cdfa.ca.gov/grants).
- D. A contract under this Agreement must be a written agreement between the Recipient and the Contractor/Consultant, and must state the activities to be performed, the time schedule, the policies and requirements that apply to the Contractor/Consultant (including those required by 7 CFR 3016.36(i)), the amount of the contract, and the cost principles to be used in determining allowable costs.
- E. The contract must not affect the Recipient's overall responsibility for the management of the project, and the Recipient must reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.
- F. If the Recipient contracts for a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise creates any contractual relation between the CDFA and any contractors/consultants, and no contract relieves the Recipient of its responsibilities and obligations hereunder. The Recipient agrees to be as fully responsible to the CDFA for the acts and omissions of its contractors/consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient. The Recipient's obligation to pay its contractors/consultants is an independent obligation from the CDFA's

obligation to make payments to the Recipient. As a result, the CDFA has no obligation to pay or to enforce the payment of any moneys to any contractor/consultant.

**6. Independent Recipient/Contractor**

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of the State.

**7. Non-Discrimination Clause**

During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial of family care leave.

The Recipient and its contractors/consultants ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Recipient and contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient and its contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

**8. Governing Law**

This Agreement is governed by and interpreted in accordance with all applicable Federal and State laws.

**9. Unenforceable Provision**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

**10. Excise Tax**

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

**11. Right to Terminate**

Both parties may terminate this Agreement with at least 30 calendar days written notice.

**12. Termination for Cause**

The CDFA may terminate this Agreement and be relieved of any payments should the Recipient fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CDFA may proceed with the work in any manner deemed necessary by the CDFA. All costs to the CDFA will be deducted from any sum due the Recipient under this Agreement and the balance, if any, will be paid to the Recipient upon completion of the work.

### **13. Grant Management Procedure Manual**

The 2014 SCBGP Grant Management Procedure Manual (GMP) is incorporated by reference, and is available at [www.cdfa.ca.gov/grants](http://www.cdfa.ca.gov/grants).

### **14. Reporting Requirements**

- A. In accordance with the 2014 SCBGP GMP Manual, the Recipient will submit project progress reports on a biannual basis. Project progress reports will be submitted to the FFMO no later than 30 calendar days after the end of each six month period. The six month periods are identified as 10/01 through 03/31 and 04/01 through 09/30. Biannual project progress reports must be submitted on the progress report form provided by the FFMO.
- B. A final performance report of project results will be submitted no more than 30 calendar days following the expiration date of this Agreement or after the project is complete, whichever comes first. The final performance report serves as documentation that all project outcomes are accounted for and finalized. The final performance report will be submitted on the Final Performance Report form available at [www.cdfa.ca.gov/grants](http://www.cdfa.ca.gov/grants).

### **15. Performance/Compliance Reviews**

- A. In accordance with the 2014 SCBGP GMP Manual, the Recipient agrees to allow a review of its project and financial records and documentation by the CDFA or its designee pertaining to the performance/compliance of this Agreement through any or all of the following: 1) a site visit, 2) an audit, and/or 3) a desk review.
- B. The Recipient agrees to allow the reviewer(s) access to records during normal business hours and to allow interviews of any employees who may reasonably have information related to the records. In the instance of a desk review, the Recipient agrees to provide all documentation requested by the FFMO.
- C. The Recipient must submit a written corrective action plan in response to performance/compliance concerns as identified in a site visit, an audit and/or a desk review.

### **16. Publicity and Acknowledgement**

The Recipient agrees to acknowledge the USDA AMS' SCBGP support whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: "This publication [or project] was supported by the Specialty Crop Block Grant Program at the U.S. Department of Agriculture (USDA) through grant 14-SCBGP-CA-0006. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the USDA."

Recipients may not use the USDA logo or the CDFA logo.

### **17. News Releases/Public Conferences**

The Recipient agrees to notify the FFMO in writing at least two working days before any news releases or public conferences are initiated by the Recipient or its contractors in regards to the project described in Attachment 1, Scope of Work and Budget and any project results.

### **18. Prior Approval**

Project changes requiring prior approval include but are not limited to: changes to the scope of work, objectives, activities, milestones, dates or deliverables; cumulative budget changes of 20% or more; requests for foreign travel; requests to purchase equipment. Requests for prior approval must be made in accordance with the 2014 SCBGP GMP Manual, Prior Approval Required section. The 2014 SCBGP GMP Manual is available at [www.cdfa.ca.gov/grants](http://www.cdfa.ca.gov/grants).

**19. Scope of Work and Budget Changes**

In accordance with the 2014 SCBGP GMP Manual, changes to Attachment 1, Scope of Work and Budget, during the period of this Agreement will be proposed in writing to the FFMO. The FFMO will respond in writing as to whether the proposed changes are accepted. Any changes to the Scope of Work and Budget are subject to USDA approval and, at its discretion, the USDA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. The 2014 SCBGP GMP Manual is available at [www.cdfa.ca.gov/grants](http://www.cdfa.ca.gov/grants).

**20. Indirect Costs**

Recipients are limited to a maximum of 4% of the total of Salary and Wages plus Fringe Benefits for indirect costs. The indirect cost budget line item may not be increased from the originally approved budget, and requests to increase the indirect cost line item will not be approved. If the Salary and Wages or Fringe Benefit line items are decreased through a Line Item Shift Request, the indirect cost budget must be decreased accordingly.

**21. Program Income**

Program income may be used for allowable activities in accordance with the 2014 SCBGP GMP Manual, Program Income section. The 2014 SCBGP GMP Manual is available at [www.cdfa.ca.gov/grants](http://www.cdfa.ca.gov/grants).

**22. Equipment**

The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the 2014 SCBGP GMP Manual, Equipment section. The 2014 SCBGP GMP Manual is available at [www.cdfa.ca.gov/grants](http://www.cdfa.ca.gov/grants).

**23. Closeout**

The grant will be closed out after the completion of the project, receipt and approval of the final invoice and final report, resolution of any audit/desk review findings, and resolution of any performance or compliance issues. Ten percent of the grant agreement amount will be withheld as set forth in Exhibit B, Provision 1.F.

**24. Record Retention and Accessibility**

The subrecipient must comply with the procedures and requirements regarding record retention and accessibility as contained in 7 CFR 3015 and 3016.

## **EXHIBIT D FEDERAL TERMS AND CONDITIONS**

The Recipient will comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing the SCBGP, including but not limited to the Specialty Crops Competitiveness Act of 2004 (7 United States Code (USC) 1621 note, amended under section 10010 of the Agricultural Act of 2014, Public Law 113-79, and implemented under 7 CFR part 1291 (published March 27, 2009; 75 FR 13313), the uniform federal assistance regulations found in 7 CFR 3015, the uniform administrative requirements found in 7 CFR 3016, the cost principles found in 2 CFR 225, OMB Circular A-133 implemented at 7 CFR 3052, and as follows:

### **1. Civil Rights**

The Recipient will comply with civil rights standards which may be prescribed pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, PL 101-366.

### **2. Labor Standards**

The Recipient will comply with labor standards which may be prescribed pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5, 1926.

### **3. Environmental Standards**

The Recipient will comply with environmental standards which may be prescribed pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 et seq.);
- F. Conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 et seq.);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

### **4. Single Audit Act**

The Recipient will comply with single audit act requirements which may be prescribed pursuant to the Audit Act Amendments of 1996 and 7 CFR 3052, "Audits of States, Local Governments, and Non-Profit Organizations," (OMB Circular No. A-133).

**5. Drug-Free Environment**

The Recipient will comply with drug-free environment standards which may be prescribed pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose.

**6. Lobbying Restrictions**

The Recipient will comply with lobbying restriction standards which may be prescribed pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 7 CFR Part 3018.

**7. Officials Not to Benefit**

The Recipient will ensure that no member of Congress be admitted to any share or part of this agreement or to any benefit arising from it, in accordance with 41 USC 22.

**8. Trafficking in Persons**

The Recipient will comply with the provisions in 2 CFR part 175, prohibiting trafficking in persons.

**9. Intergovernmental Review**

The Recipient will comply with intergovernmental review standards which may be prescribed pursuant to the following:

- A. EO 12372, as implemented at 7 CFR part 3015, subpart V; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

**10. Confidentiality**

The Recipient will comply with confidentiality standards which may be prescribed pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 3016; and
- B. Privacy Act, 5 USC 552a.

**11. Conservation in Procurement**

The Recipient will comply with procurement standards which may be prescribed pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

**12. Debarment, Suspension, Criminal or Civil Convictions**

The Recipient and its principals will comply with debarment and suspension standards which may be prescribed pursuant to the EO 12549, as implemented at Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.

The Recipient will further agree to provide immediate written notice to the CDFA Grant Specialist if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances, and will require recipients of lower-tier covered transactions under this Agreement to similarly certify (EO 12549, as implemented by 7 CFR Part 3017, Section 3017.510, Participants' responsibilities).

See [www.sam.gov](http://www.sam.gov) to determine debarment and suspension status.

**13. Crimes and Prohibited Activities**

The Recipient will comply with crimes and prohibited activities standards which may be prescribed pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

**14. Biosafety in Laboratories**

The Recipient will comply with laboratory biosafety standards which may be prescribed pursuant to the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

**15. Conflicts of Interest**

The Recipient will comply with conflict of interest standards which may be prescribed pursuant to the Agency implementations, 45 CFR Part 94 and OMB Circular A-21.

**16. Inventions, Patents, Copyrights and Project Results**

- A. The Recipient will comply with invention and patent standards pursuant to the following:
  - 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
  - 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*
- B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using SCBGP funds provided it does the following:
  - 1. Report all subject inventions to CDFA;
  - 2. Make efforts to commercialize the subject invention through patent or licensing;
  - 3. Formally acknowledge the Federal government's support in all patents that arise from the subject invention; and
  - 4. Formally grant the Federal government and CDFA a limited use license to the subject invention.
- C. The Recipient may copyright any publications, data, or other copyrightable works developed using SCBGP funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.
- D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

**17. Care and Use of Laboratory Animals**

The Recipient will comply with the care and use of laboratory animal standards which may be prescribed pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR Sub Chapter A, Parts 1-4;
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

**18. Seat Belt Use**

The Recipient will comply with seat belt use standards which may be prescribed pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Government Organization and Employees Act as amended (5 USC 7902 (c));
- C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
- D. Increasing Seat Belt Use in the United States (EO 13043)

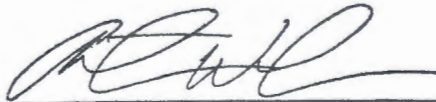
**19. All Other Federal Laws**

The Recipient must comply with applicable requirements of all other Federal laws, executive orders, regulations, and policies



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David Kakishiba  
President, Board of Education



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Antwan Wilson  
Secretary, Board of Education

File ID Number: 14-2340  
Introduction Date: 12-10-14  
Enactment Number: 14-1977  
Enactment Date: 12-10-14  
By: D.S.





California Department of Food and Agriculture  
 2014 Specialty Crop Block Grant Program  
 Attachment 1 – Scope of Work

OAKLAND UNIFIED SCHOOL DISTRICT  
 OFFICE OF GENERAL COUNSEL  
 APPROVED FOR FORM & SUBSTANCE  
 \$388,131  
 Attorney at Law

**Project 21** *Oakland Unified School District*

**Title:** California Specialty Crops for California Kids

**Abstract:** Oakland Unified School District, Nutrition Services (OUSD NS) is proposing a comprehensive recipe development, staff training, and marketing program to increase the amount of California specialty crops served in the district. This program will serve as a critical component in a strategy to prepare for the opening of a new central kitchen facility in 2016. OUSD NS goals are two-fold: 1.) Increase access to California specialty crops, thereby benefiting the local economy and specialty crop growers across the state; and 2.) Expand the market and marketability of California specialty crops. To accomplish these goals, OUSD NS will develop new recipes highlighting California specialty crops, revise salad bar program to feature only California grown specialty crops, research and develop an in-house produce processing program, convene peer-to-peer taste tests to evaluate recipes, train staff, and market California specialty crops to students and families.

**Project Purpose:** Though California is a rich source of agricultural products for the entire country, many of the leading California specialty crops are not reaching OUSD students. As a department serving almost 40,000 meals every day, Nutrition Services (NS) has an important opportunity to partner with local specialty crop producers to make positive systems change, support student health, and promote the local economy and environment. In the past decade, OUSD NS has become a leader in school food reforms, which culminated in November 2012 when the Measure J bond was passed, \$44 million of which was earmarked for food system infrastructure improvements including the construction of a new central kitchen. While this is a significant accomplishment, the bond does not fund the necessary research and planning to ensure a maximal benefit for OUSD students and the local economy by producing meals centered on California specialty crops. To address this need, OUSD NS is proposing a menu redesign and staff training program which will expand access to, and expand the market and marketability of California specialty crops. To increase access, OUSD NS proposes developing student-vetted recipes which highlight California specialty crops; restructuring the salad bar program to be sourced entirely from California; and implementing an in-house produce processing program to eliminate reliance on expensive and/or imported pre-cut fruits and vegetables. To expand the market and marketability of California specialty crops, OUSD NS proposes a recipe testing and marketing program targeted at students and families, coupled with professional development for OUSD staff. Collectively, OUSD NS expects these initiatives to increase meal program participation and build awareness of locally grown crops, thereby appreciably expanding the market for California specialty crops within the district and throughout the city of Oakland.

The proposed project will expand access to and enhance the marketability and competitiveness of specialty crops in OUSD. First, a comprehensive menu and salad bar redesign will expand access to California specialty crops by increasing the volume of local produce served in OUSD. To support this project, OUSD NS will research and pilot in-house produce processing to eliminate use of imported frozen vegetables and pre-cut fresh produce. In-house processing will also allow OUSD NS to take advantage of favorably priced local seasonal crops, which will be processed, stored, and served year round. Second, through a robust taste-testing program and marketing plan targeted at students and families, as well as a professional development program for NS staff, the project will enhance the marketability of specialty crops by cultivating consumers who recognize and regularly purchase California specialty crops and who understand the benefits of eating a diet rich in produce.

Part of the proposed project is the development of student-vetted California specialty crop recipes. While many of these recipes will be 100 percent California specialty crops, such as vegetables and fruits,

OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of General Counsel  
 APPROVED FOR FORM & SUBSTANCE  
 By: \_\_\_\_\_ Attorney at Law