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Enactment Number	12-1169
Enactment Date	4-25-12 <i>h2</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
 Vernon Hal, Deputy Superintendent, Business & Operations *fh*
 Jennifer Le Barre, Director of Nutrition Services

Board Meeting Date 4-25-12

Subject Approval by the Board of Education of Agreement #1-2000073932 between OUSD and UC Berkeley.

Action Requested Approval by the Board of Education of Agreement #1-2000073932 between the Oakland Unified School District and UC Berkeley beginning September 30, 2011 through June 30, 2012.

Background UC Berkeley contacted Nutrition Services to establish a supper program for students enrolled in the Castlemont Community of Small Schools after school programs.

Discussion Nutrition Services provides suppers for students enrolled in after school programs at Castlemont Community of Small Schools. This program was started prior to implementation of After School Supper Pilot. UC Berkeley agreed to pay for expenses related to this program until Nutrition Services received approval for the supper program from California Department of Education.

Recommendation Approval by the Board of Education of Agreement #1-2000073932 between OUSD and UC Berkeley.

Fiscal Impact None

**The Regents of the University of California
and
Oakland Unified School District
University Agreement Number 1-2000073932**

THIS AGREEMENT, entered into this ~~Twenty first~~ ^{thirtieth} day of September, 2011 and hereinafter referred to as "Agreement", is by and between The Regents of The University of California, on behalf of its School of Education at the Berkeley campus, hereinafter referred to as "University" and Oakland Unified School District, a school having a place of business at 1025 Second Avenue, Oakland, CA 94606 hereinafter referred to as "OUSD".

In consideration of the mutual promises set forth below, University and OUSD agree as follows:

Article 1: Statement of Work

OUSD agrees to provide the services listed in the attached Quote which is incorporated in and made a part of this Agreement which acts as the purchase order.

Article 2. Pricing

- A. The prices set forth in OUSD quotation represent the prices for services that University agrees to pay under this Agreement. The total purchase price shall not exceed \$20,938.16 as called out in C. below.
- B. Contractor warrants that the prices quoted for services and that the services provided for herein during the term of the Agreement are being furnished at no less favor favorable pricing than Contractor quotes to its most favored customer for like services and quantities and to similar institutional accounts.

C. 3 Phases of Services to Include:

The Oakland Unified School District (OUSD) will provide nutrition services to support 21st Century Community Learning Centers on the CBITS, EOSA, and LPHS school campuses..

Phase A – Planning

Phase Start Date: 1/3/2011

Phase End Date: 4/25/2011

Task 1 – Plan menus for Healthy School Dinner Meal Program that serves more whole grains, fruits, and vegetables, and lower amounts of sugar, saturated and trans fats, and sodium in accordance with CDE and Federal USDA after school program requirements.

Task Deliverables:

Qty. 1 Plan – Submit prepared menus to UCB on a monthly basis

Due 25th day of prior month

Qty. 2 Staff - Provide staffing plan

Due 25th day of prior month

Task Fee Structure:

Cost basis (optional – provided on request):

1 Manager Staff member at 30 hours per month x \$22.43 per

Hour x 1 month = \$672.90

1 Staff member at 20 hours per month x \$18 per hour x 1

Month = \$360

Phase B - Implementation

Phase Start Date: 10/27/2010

Phase End Date: 5/31/2011

Task 1 - Order supplies for dinner program and prepare meals

Task 1 Deliverables:

Qty. 1 Staff – Submit menus and supply invoices to coordinator weekly

And UCB monthly. Submit sign-in sheets daily to coordinator.

Due Monday, Tuesday and Thursday

Cost basis (optional – provided on request):

1 Manager Staff Member x 2 hours per day x 3 days per week x
4 weeks

Task 2 – Serve Healthy School Dinner Meals that serves more whole grains, Fruits and vegetables, and lower amounts of sugar, saturated and Trans fats, and sodium In accordance with CDE and Federal USDA after school program requirements.

Task 2 Deliverables:

Qty. 60 meals x 3 days per week = 180 meals per week at \$3.25/meal

Due Monday, Tuesday, Thursday

Cost basis (optional – provided on request):

1 Manager Staff member x 2 hours per day x 3 days per week x
4 weeks

1 Staff member x 2 hours per day x 3 days per week x 4 weeks

Phase C – CPM Documentation

Task 1 – Provide program documentation in the form of daily attendance sheets
Of program participants receiving nutrition services.

Task 1 Start Date: 10/27/2010

Task 2 End Date: 5/31/2011

Task 1 Deliverables:

Attendance Sign in Sheets

Due Daily per activity schedule

Task 1 Cost Basis (optional – provided on request):

1 Staff member x 2 hours per day x 3 days per week x 3 weeks

Task 2 – Provide monthly invoices for meals served with supporting
Documentation.

Task 2 Start Date: 2/1/2011

Task 2 End Date: 6/30/2011

Task 2 Deliverables:

Qty. 3 – Time Sheets, Activity Reports, Incident Reports,
Service Checklists, etc.

Due: Monthly

\$1 Hold Line for Future Services to be funded at the sole discretion of the University of
California, Berkeley

Total Purchase Price
\$20,938.16

Article 3. Invoicing

Invoicing for goods must be submitted and mailed to:
University of California at Berkeley
Disbursements
30 University Hall
Berkeley, CA 94720

The following information must appear on the invoice to ensure timely payment:

- **The Agreement Number 1-2000073932.**
- The name and place of business of the seller.
- Name and address of University.
- Description of the services sold to University.
- Sale price of the services.

University payment terms are Net 30 days upon system acceptance.

Article 4. Insurance for Services Provided by Leonard Wendland

Supplier's Certificate of Insurance on file in the University of California Berkeley, Business
Services Office shows policies will expire on June 30, 2012. Certificate verifying required
coverage for the remainder of this contract must be received by this office prior to that date.

The Supplier must, at its own expense, obtain and keep in force during the entire term of this contract insurance in accordance with the attached University of California, Appendix 1, Terms and Conditions of Professional Services Procurement.

Certificate of insurance evidencing said insurance must be on file in the Procurement & Business Contracts unit before commencing work.

The insurance policy covered by the certificate of insurance cannot be cancelled or reduced without thirty (30) days prior written notice to the University. All certificates of insurance for purchase orders, equipment installation, service agreements and charter of commercial public carriers must name The Regents of the University of California as additional insured.

Supplier shall deliver the certificate of insurance within ten (10) days to:

University of California, Berkeley
Business Services – Insurance Desk
2440 Bancroft Way, Suite 209
Berkeley, CA 94704-5600

Required Insurance Amounts:

Commercial General Liability:

\$2MM Aggregate
\$1MM Each Occurrence
\$2MM Products & Completed Operations Aggregate
\$1MM Personal & Advertising Injury
\$100K Fire Damage (Any One Fire)
\$5K Medical Expense (Any One Person)

Errors & Omissions: \$1M Minimum Errors & Omissions Insurance Limits

Auto Liability: (Required if any driving is to be done on University owned property.

\$1MM Combined Single Limit

Workers' Compensation: (Not Required if Sole Proprietor)

Statutory Limits for Workers' Compensation Plus
\$1MM/\$1MM/\$1MM Minimum Employers Liability Limits

Article 5. Use of University's Name

This Agreement does not give license for further use of the name of the University of California, or any abbreviations thereof, in any manner whatsoever.

Article 6. Intellectual Name Protection

The parties agree that neither will use the name of the other party or its employees in any advertisement, press release or publicity with reference to this Agreement or any product or service resulting from this agreement, without prior review of the University's Office of Trademark and Licenses and written approval of both parties.

Article 7. Confidentiality

Supplier/Contractor shall restrict information about the University, its students and/or employees that is received or developed in the course of providing the services specified in this agreement to Supplier/Contractor employees or agents who have a reasonable need to have access to the information to carry out their duties on behalf of the Supplier/Contractor.

Supplier/Contractor shall not use or disclose any such information to third parties without the express written authorization of the University, except where mandated by law or a valid court order. Supplier/Contractor shall not utilize this information for any purposes whatsoever outside the purpose of this agreement.

The obligations set forth above shall continue during the term of this agreement and any extensions thereof and for a period of ten (10) years following termination of this agreement.

Article 8. Audit

This order shall be subject to the examination and audit of the AUDITOR GENERAL of the State of California for a period of three (3) years after final payment under this order. The examination and audit shall be confined to those matters connected with the performance of the Purchase Order, including, but not limited to, the costs of administering the Purchase Order.

Article 9. Terms and Conditions

University of California, Appendix 1, Terms and Conditions of Professional Services Procurement is incorporated and made part of this Agreement.

Article 10. Notice

Unless otherwise provided herein or agreed to in writing by the parties, all notices and other communications hereunder shall be in writing and shall be sent, properly addressed, by mail, postage prepaid, or shall be personally delivered to the respective address as follows:

Procurement Related Notices to University of California, Berkeley shall be sent to:

Kathryn Gourley
Email: KGourley@berkeley.edu
Phone: 510-642-0407
Fax: 510-643-9626

Service Related Notices to University of California, Berkeley shall be sent to:

Adrienne Herd
Email: aherd@berkeley.edu
Phone: 510-919-4348
Fax: 510-642-1872

Service Related Notices to University of California, Berkeley shall also be sent to:

Linda Osuorji
Email: losuorji@yahoo.com
Phone: 510-847-5620

Notices to "Oakland Unified School District" shall be sent to:

Nutrition Services Department
c/o Jennifer LeBarre, Director
900 High Street
Oakland, CA 94601
Email: Jennifer.lebarre@ousd.k12.ca.us
Phone: 510-879-8348
Fax: 510-434-2259

Article 11. Severability

If any article, term or provision of the Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

Article 12. Governing Law

This Agreement is governed by the laws of the State of California.

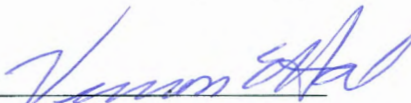
Article 13. Entire Agreement


This Agreement, Oakland Unified School District Quote and University of California Terms and Conditions, Appendix 1, Terms and Conditions of Professional Services Procurement, constitute the entire agreement between the parties regarding the subject matter of this Agreement and supersedes all prior written or oral agreements with respect to such. This Agreement may not be modified orally, and no modification shall be binding unless in writing and signed by authorized representatives of both parties. In the event of any conflict between this Agreement and any other document incorporated herein either by attachment or reference, the terms of this Agreement shall take precedence.

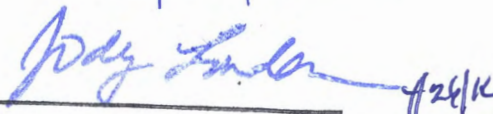
IN WITNESS HEREOF, the parties hereto have caused this Agreement to be duly executed by and on their behalf by their duly authorized representatives.


Oakland Unified School District

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: 
Title: Deputy Superintendent
Date: 3/29/12

By: 
Title: Senior Buyer
Date: September 21, 2011
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Jody London
President, Board of Education


Edgar Rakestraw, Jr., Secretary
Board of Education

File ID Number: 12-0866
Introduction Date: 4-25-12
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By: 82

University of California, Berkeley

Purchase Order



Vendor: 0000008797
 OAKLAND UNIFIED SCHOOL DISTRICT
 GRANTS MANAGEMENT OFFICE
 ATTN: VALERIE WILLIAMS, GRANT MANAGER
 1025 SECOND AVENUE
 OAKLAND CA 94606

Purchase Order	Date	Revision	Page
2000073932	09/21/2011		1
Payment Terms	Freight Terms	Ship Via	
Net 30 Day	FOB-Destination prepay & add	Not Design	
Contact	Phone	Currency	
Freedman, Jules J.	510/643-6408	USD	

30 Dispatch via Print

Ship To: See Detail Below

Bill To: University Hall
 RM 30
 Berkeley CA 94720
 United States

Tax Exempt? N	Tax Exempt ID:	Replenishment Option: Standard				
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date

1- 1	Blanket Dining Services		1.00 JOB	20,937.16	20,937.16	06/30/2011
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Ship To: OUSD- Nutrition Services Office
 c/o Jennifer LeBarre, Director
 900 High Street
 Oakland CA 94601
 United States
 Dining Services for Afterschool programs (FY 10/11)

Item Total 20,937.16

2- 1	Blanket Dining Services		1.00 JOB	1.00	1.00	06/30/2012
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Ship To: OUSD- Nutrition Services Office
 c/o Jennifer LeBarre, Director
 900 High Street
 Oakland CA 94601
 United States
 Dining Services for Afterschool programs per basic elements (FY 11/12)

Item Total 1.00

Pricing, Scope of Work and Terms and Conditions per attached "The Regents of the University of California and Oakland Unified School District, University Agreement #1-2000073932" dated September 21, 2011.

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Total PO Amount 20,938.16

Terms and Conditions

University of California terms and conditions of purchase
 (<http://BusinessServices.berkeley.edu/node/279>) Apply to this Order

Authorized Signature

Paul Mulligan
 011854252 Paul Mulligan



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools.
Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT COMPLEMENTARY LEARNING DEPARTMENT AFTER SCHOOL PROGRAMS

PHONE : (510) 568-1022

FAX : (510) 639-3335

Job Description: Provide nutrition services to support 21st Century Communities Learning Centers on the CBITS, EOSA and LPHS campus.

Total Vendor Quote: \$20,937.16

Payment instruction: Payable Upon Invoice
Payment Terms: "Net 0" Pay Now

Month	Monthly Installment
October	\$1381.25
November	\$2694.25
December	\$1781.00
January	\$3294.19
February	\$3281.19
March	\$3455.27
April	\$2392.11
May	\$2657.90
Total	\$20,937.16