

Board Office Use: Legislative File Info.	
File ID Number	20-2491
Introduction Date	1/13/21
Enactment Number	21-0049
Enactment Date	1/13/2021 er



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Andrea Bustamante, Executive Director, Community Schools & Student Services Department
Michelle Oppen, Wellness Coordinator

Board Meeting Date 1/13/21

Subject Professional Services Contract
Contractor: Big Green
Services For: Community Schools and Student Services Department

Action Requested and Recommendation Ratification _____ by the Board of Education of Professional Services Contract between the District and Big Green,
Broomfield, CO _____, for the latter to provide
Big Green will perform assessments of District facilities and curriculum around environment, food and garden nutrition to identify gaps and next steps for effective integration of instruction. Vendor will also hire farm and garden program manager, develop professional development and training resources, and collaborate in fundraising activities

for the period of 11/16/2020 through 06/30/2023 in an amount not to exceed \$ 50,000.00.

Background

(Why do we need these services? Why have you selected this vendor?)

The District has been working to increase educational opportunities for students around gardening, farming, and nutrition. Big Green brings extensive nation-wide experience in developing facilities, curriculum, training, and resources around building learning gardens. Vendor will also collaborate in the design and creation of an implementation plan for educational programs at the Central Kitchen, Instructional Farm, and Education Center that will link individual school's food, culture, health, and environmental learnings; to prepare students to make informed decisions and to improve the health, achievement, and equity for all OUSD students.

Competitively Bid Was this contract competitively bid? No
If no, exception: Professional Services Agreement of less than \$92,600

Fiscal Impact Funding resource(s): 9044/City of Oakland

Attachments • Professional Services Contract

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND BIG GREEN

This Professional Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

Big Green

The PARTIES hereby agree as follows:

1. **Term.**
 - a. This Agreement shall start on the below date (“Start Date”):

November 16, 2020
 - b. The work shall be completed no later than the below date (“End Date”):

June 30, 2023

2. **Services.** VENDOR shall provide the services (“Services”) as described in 1A Section III. 1, 5, and 6 of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**
 - a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of

- students as determined by OUSD.
- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In addition, OUSD has the right to request that VENDOR provide reports regarding its use of the funds provided in Paragraph 8 (Compensation). In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD determines that the mutually agreed upon Services were not performed in accordance with this Agreement.
 5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. Unless OUSD communicates to VENDOR in writing otherwise, VENDOR shall register with and maintain current information within OUSD's Enrichment Provider database. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
 6. **Confidentiality and Data Privacy.**
 - a. OUSD and Vendor may share information pursuant to this Agreement in order to further the purposes thereof. PARTIES and all PARTY agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to

- be confidential or privileged.
- b. VENDOR understands that student data is confidential. If VENDOR will access or receive student data in connection with this Agreement, it agrees to do so only after executing the California Student Data Privacy Agreement (“CSDPA”), which shall be incorporated by reference into this Agreement upon execution. All confidentiality requirements, including in the CSDPA, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** PARTIES understand and agree that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code. 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 either PARTY, their employees, or their subcontractors in connection with the Services performed under this Agreement. PARTIES cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without express written permission. OUSD and VENDOR may, with the PARTY’S prior written consent, use their name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
8. **Compensation.**
- a. Amount of Compensation
- (i) Year 1: For the 2020-2021 school year, OUSD agrees to pay VENDOR an amount not to exceed \$50,000 for VENDOR’s rendering Services in accordance with 1A Section III 1, 5, and 6 of **Exhibit A**. This sum constitutes the entirety of OUSD’s obligations towards the fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.
- (ii) Years 2 and 3: Contingent on VENDOR’s fundraising efforts, for the 2021-2022 and 2022-2023 school years, VENDOR agrees to render Services in accordance with

this Paragraph, and **Exhibit A** at no cost to OUSD. VENDOR shall not invoice OUSD for any payments during this period.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - c. Payment for Services shall be made for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.
 - d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
 - e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
9. **Equipment and Materials.** OUSD and VENDOR shall agree upon the equipment, materials, and supplies necessary for the performance of this Agreement, and each shall supply said equipment, materials, and supplies as agreed.
10. **Termination.**
For Convenience by PARTIES. PARTIES may at any time terminate this Agreement upon thirty (30) days prior written notice. OUSD shall compensate VENDOR for services

- satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit the ability of VENDOR to perform the Services, either PARTY may terminate this Agreement upon seven (7) days prior written notice. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
 - c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement provided that the non-terminating PARTY shall have an opportunity to cure any such violation within thirty (30) days following receipt of a description of such violation or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
 - d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are

complete or incomplete or are in final or draft form.

11. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 300
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: **Big Green, Philip Hicks**
Title: **Vice President of Growth**
Address: **280 E 1st Avenue #386**
City, ST Zip: **Broomfield, CO 80038**
Phone: **970-581-2252**
Email: **phicks@biggreen.org**

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

12. **Status.**
- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees 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. VENDOR 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 VENDOR's employees.

- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
 - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
 - (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
 - (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
 - (ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;
 - (x) VENDOR can negotiate its own rates;

- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

13. Qualifications and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable law, code, rule, regulation, and/or ordinance. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in 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.

14. Certificates/Permits/Licenses/Registration. VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Insurance.

- a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year

thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. 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 VENDOR. The policy shall protect VENDOR 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.

- b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

16. **Testing and Screening.**

- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to fingerprint and conduct a criminal background investigation in accordance with Education Code section 45125.1 and, through its execution of this Agreement, VENDOR certifies its compliance with these provisions as follows:

VENDOR has complied with the fingerprinting and criminal

background investigation requirements of Education Code section 45125.1 with respect to all VENDOR’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Workers”) regardless of whether those Workers are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of VENDOR, who may have contact with OUSD pupils in the course of providing Services pursuant to this Agreement, and the California Department of Justice has determined that none of those Workers has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR has also received and reviewed fingerprint results for each Worker and VENDOR has requested and reviewed subsequent arrest records for all Workers who may come into contact with OUSD pupils in providing services to OUSD under this Agreement.

Notwithstanding this certification, VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR’s control person from OUSD property upon receiving notice from OUSD of such desire.

17. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD.
- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

18. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, **VENDOR** declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement, as described in 1A Section III A, E, and F of **Exhibit A**, in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that **VENDOR** provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), **VENDOR** agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent **VENDOR** from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), **PARTIES** agrees to notify the other **PARTY**, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if either **PARTY** or any employee, subcontractor, agent, or representative of either **PARTY** tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to **VENDOR** possible COVID-19 exposure.
- d. **VENDOR** agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to **VENDOR** or any employee, subcontractor, agent, or representative of **VENDOR** and information necessary to perform contact tracing.

PARTIES shall bear their own costs of compliance with the obligations imposed on each **PARTY** by this agreement.

19. **Assignment.** Neither party can assign rights or obligations of this Agreement without the express prior written consent of the other **PARTY** and any assignment without the express prior written consent of the other **PARTY** shall be null and void.

20. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, **VENDOR** 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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, sexual orientation, or other legally protected class.

21. **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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
22. **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 this Agreement.
23. **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.
24. **Conflict of Interest.**
 - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR'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.
 - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code,

and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

25. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR 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.sam.gov/>).
26. **Limitation of PARTIES' Liability.** Other than as provided in this Agreement, PARTIES' financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall PARTIES 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.
27. **Indemnification.**
 - a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at

VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.
 - c. In no event shall either PARTY be liable under this Section 27, 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.
28. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents. Any audit is to be performed at the sole cost of OUSD.
29. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall

have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

30. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
31. **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. Prior to the end of the 2020-2021 school year, PARTIES shall confer in order to agree on terms for an amendment to this Agreement that describes in more detail the Services to be provided during the 2021-2022 and 2022-2023 school years.
32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
34. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
35. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers

to hours regardless of whether it is a work day, weekend, or holiday.


36. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
37. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
38. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
39. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

40. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD’s Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLACK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: Philip Hicks Signature: 

Position: Vice President of Growth Date: 11/10/2020

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Curtiss Sarikey Signature: 

Position: Chief of Staff Date: 11/10/2020

- Board President
- Superintendent
- Chief/Deputy Chief


Kyla Johnson Trammell
Secretary, Board of Education

Approved as to form by OUSD Staff Attorney Joanna Powell on 11/9/20.
Signature: 

EXHIBIT A

1A. **Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*

I. **Background and context:**

For millions of kids in the United States, real food isn't something they often find in their neighborhood or on their plates at home. According to Johns Hopkins University, if Americans ate one more serving of fruits and vegetables a day, this would save more than 30,000 lives and \$5 billion in medical spending each year. Unfortunately, fast food and convenience stores are on every corner, and the lack of time, money, and transportation is a serious obstacle to their families in obtaining fresh, nutritious foods. This has a profound impact on already marginalized communities. Children in low-income areas are up to 60% more likely to be overweight or have obesity which can lead to a lifetime of health problems including heart disease, high blood pressure, and Type II diabetes. Today, nearly one in six children have obesity and that number is steadily climbing.

Akin to these statistics, inadequate access to healthy food and hunger are among the external stressors that interrupt learning for many OUSD students. Since 2009, more than 70% of the students within OUSD have qualified for free or reduced-price meals, which means that these students live in low-income households that are also at high risk for food insecurity. We know that if kids have access and are able to taste and eat fruits and vegetables early in life, their lifelong healthy eating habits can be profoundly influenced, and school garden programs and nutrition education are two of the best ways to increase a child's consumption. Across the nation, low-income schools are much less likely to have these "extras" (which of course are not extra at all) than schools in higher-income neighborhoods.

In January 2020, Big Green participated in the central kitchen/nutrition services strategic planning session along with several Oakland partners and stakeholders. Big Green was identified by OUSD, in collaboration with LA Fowler Consulting (OUSD consultant, former Chief of Nutrition and Facilities Operations for Chicago Public Schools, and Big Green Chicago Regional Board Member) as a key partner to aid in the development of a district-wide Environment, Food and Garden education program stemming from the Central Kitchen, Instructional Farm & Education Center. Since that time, and through numerous strategy and planning meetings, OUSD has recognized Big Green as a key collaborative partner due in large part to their history of success in three of the nation's largest districts (Chicago Public Schools, LAUSD and Shelby County Schools), their subject matter expertise in food literacy, and depth of experience to not only support and drive key outcomes at The Center and across the district, but also to launch, manage and scale the Instructional Farm and Gardens at the Center and each individual school site, while also working with local partners.

Big Green was founded in 2011 with a mission to create a movement to engage, educate, and empower kids around the subject of real food, fueled by a desire to shift American diets from processed, nutrient-deficient food to locally grown fresh food. Since that time, Big Green has led the nation's school garden and real food movement by constructing over 650 Learning Gardens at underserved schools across the United States. Big Green now serves many districts across the country and recently built-out the largest School Learning Garden Network in the world with over 200 Learning Gardens in Chicago Public Schools, the second-largest school district in the United States. Each Big Green Learning Garden serves as an experiential learning platform from which to teach and deliver nutrition, health, food justice, gardening, food systems, entrepreneurship, hands-on activities, and also to support Health Education Standards, Social and Emotional Learning (SEL), Common Core State Standards, and Next Generation Science Standards instruction. Big Green currently serves a network of over 350,000 students each day; and since COVID-19, access to free online programming and distance education has been granted to anyone with internet access, now available to over 1.6M students.

In addition to Big Green's history of scale and service to underserved school communities, Big Green is uniquely suited to support the launch of, and manage the Center's Instructional Farm and Gardens, and

also to align the programmatic and garden infrastructure at each individual school site. Big Green employs a national team with the collective expertise to support the build-out and operationalization of the Instructional Farm, and will hire a local Program Manager to manage the Instructional Farm and coordinate with the OUSD Education Program Team to operate the Education Center as the central hub from which programming and activities will flow out to the schools. OUSD has identified gaps that Big Green is well-suited to fill as a collaborating partner: 1) conducting school site garden assessments; (2) supporting district-wide assessment of environment, food and garden nutrition curriculum and programming; (3) conducting full assessment of instructional farm, community garden, and outdoor space at The Central Kitchen; and (4) collaborating on the 3-year implementation, fundraising and staffing plan. OUSD's timeline and costs necessary to plan, prep and launch the Farm and Gardens, and to perform district-wide garden and nutrition program assessments will be reduced considerably by deploying Big Green's services and expertise.

II. Shared Assessment and Design Approach:

Big Green and OUSD collectively recognize that our work together to launch, manage and operationalize the Instructional Farm and Education Center as a hub for the district's Environment, Food and Garden programming. Doing so will greatly reduce the timeline for execution, while also creating equitable opportunities for valuable learning while also contributing to OUSD's ability to offer a high-quality instructional program and world-class and a cohesive Nutrition Services and Environment, Food and Garden Education experience. The Center will support each student's social, emotional, and physical health, which in turn impacts student learning, and addresses well documented and serious health disparities and food justice issues that persist city-wide. We acknowledge that implementing comprehensive garden design and Environment, Food and Garden education innovation requires the synchronization of existing school gardens and environment, food and garden education curriculum in order to deliver a new district-wide school food program that connects nutrition, education, and community programs. Through this partnership, opportunities for students to meaningfully engage with their peers, teachers, and members of the community will arise; supporting OUSD's commitment to providing quality education and equitable outcomes for all children.

III. Year 1 Shared Plan of Action:

Big Green and OUSD agree to jointly dedicate resources to collectively accomplish the following milestones over the first year of partnership. During the first year, OUSD and Big Green will meet quarterly to identify progress in the following milestones, with the goal to reach all by June 2021. After the first year, Big Green and OUSD will collectively identify milestones for the next 2 years of partnership.

1. Collaboratively perform a district-wide environment, food and garden nutrition curriculum and programming assessment to identify existing commonalities, the necessary core elements, and any gaps that exist to successfully link the Instructional Farm and Education Center and existing school garden programs to OUSD Nutrition Services and Environment, Food and Garden Education plans.
2. Collaboratively perform a district-wide landscape assessment to identify existing commonalities, the necessary core elements and any gaps that exist in existing school gardens necessary to successfully link the Instructional Farm and Education Center and school site gardens to OUSD Farm and Garden plans; within this assessment we will identify priority Schools for ADA and other safety-related upgrades, maintenance, and new Big Green Learning Garden installations; Perform a site review and sign-off process (SRSO) for The Center and all schools with OUSD Facilities Department.
3. Collaboratively conduct full assessment of instructional garden, farm, community garden and outdoor space at The Center in order to identify all next steps for making the innovative space fully functional and operating in partnership with our local Oakland expertise.
4. Design and plan to collaboratively launch and operationalize the Instructional Farm. This includes:
 1. Hiring and training a Big Green Farm & Garden Program Manager to care for the instructional Farm and collaboratively create Learning Garden plans; Partnering

- with OUSD Education Program Team& and other local partners to synchronize and integrate activities, host limited field-trips, information gathering, community days, and set up the produce stand.
2. Creating a climate-specific annual farm and garden plan aligned with growing seasons and school year calendar; Planting and Task Overview Calendar to provide The Center with a generalized plan of action for planting, harvesting, and teaching opportunities.
 5. Collaborate in the design and creation of an implementation plan for educational programs at the Central Kitchen, Instructional Farm, and Education Center that will link individual school's food, culture, health, and environmental learnings; to prepare students to make informed decisions and to improve the health, achievement, and equity for all OUSD students.
 6. Work with OUSD Program Team to create a plan for seamless integration into the district's three-year curriculum and education program plan that includes teacher professional development, training, resources & workshops; comprehensive inventory of existing programs already in place; build-out of programmatic support model; assessment of each school's readiness for participation;
 7. Collaborate in fundraising to support partnership activities in a focused effort to identify and review opportunities to fund and implement district-wide Environment, Food and Garden Education Program and Landscape Assessments in OUSD schools and the community, including, but not limited to, the submission of grant applications intended to fund:
 1. The OUSD Central Kitchen, Instructional Farm, and Education Center and its staff
 2. Increased capacity for branding, marketing, promoting the Instructional Farm community programs, field trips, and economic vitality related endeavors
 3. Professional development activities for educators and nutrition services staff
 4. Educational experiences for students K-12, including areas such as STEM, career pathways, health, and nutrition education, as well as those for the greater community
 5. Identify and secure funding for every school to have the ability to participate in the new District Garden and Nutrition Program
 6. Upgrades, maintenance, and new construction of Learning Gardens throughout the district; each individual school site project will require site review and sign off, plan designs, contracting of labor, and the funds required to execute.

IV. Years 2 and 3 Shared Plan of Action

- A. In accordance with results of assessments and implementation plan, collaboratively implement education, food and garden programming for Pre-K to young adult OUSD students.
- B. In accordance with results of the assessments and implementation plan, collaboratively support school sites with garden safety and ADA upgrades; begin Big Green installations at identified school sites.
- C. Continue to Design and plan to collaboratively launch and operationalize the Instructional Farm. This includes:
 - i. Big Green Farm & Garden Program Manager to care for the instructional Farm and collaboratively create Learning Garden plans; Partnering with OUSD Education Program Team& and other local partners to synchronize and integrate activities, host limited field-trips, information gathering, community days, and set up the produce stand.
 - ii. Implement a climate-specific annual farm and garden plan aligned with growing seasons and school year calendar; Planting and Task Overview Calendar to provide The Center with a generalized plan of action for planting, harvesting, and teaching opportunities.

- D. Work with OUSD Program Team to implement a plan for seamless integration into the district's three-year curriculum and education program plan that includes teacher professional development, training, resources & workshops; comprehensive inventory of existing programs already in place; build-out of programmatic support model; assessment of each school's readiness for participation;
- E. Collaborate in fundraising to support partnership activities in a focused effort to identify and review opportunities to fund and implement district-wide Environment, Food and Garden Education Program and Landscape Assessments in OUSD schools and the community, including, but not limited to, the submission of grant applications intended to fund:
- i. The OUSD Central Kitchen, Instructional Farm, and Education Center and its staff
 - ii. Increased capacity for branding, marketing, promoting the Instructional Farm community programs, field trips, and economic vitality related endeavors
 - iii. Professional development activities for educators and nutrition services staff
 - iv. Educational experiences for students K-12, including areas such as STEM, career pathways, health, and nutrition education, as well as those for the greater community
 - v. Identify and secure funding for every school to have the ability to participate in the new District Garden and Nutrition Program
 - vi. Upgrades, maintenance, and new construction of Learning Gardens throughout the district; each individual school site project will require site review and sign off, plan designs, contracting of labor, and the funds required to execute.
- F. Agreement to amend contract if there are any changes or additions to the above activities.

V. Partner Commitments and Responsibilities:

Whereas Big Green secured funding from an anonymous Foundation to launch and complete the Feasibility Study for expansion to Oakland; and brings a portfolio of foundations and funders and the nonprofit status required by some funders and grant-makers, as well as credibility and long-standing experience with achieving scale within a district, and the track record of streamlining wellness initiatives and instituting real food-based movements within underserved school communities across the nation,

Big Green agrees to the following commitments and responsibilities as referenced in Section III:

- Lead the performance of a district-wide landscape assessment and site review and sign-off all existing school gardens for safety-related improvements, ADA accessibility,, and the identification of gaps to have a synchronized design that supports the new program.
- Support OUSD in the planning, launch, and management of the Instructional Farm and Education Center.
- Collaboratively create a climate-specific annual farm and garden plan aligned with growing seasons and school year calendar;
- Collaboratively create a Planting and Task Overview Calendar to provide The Center with a generalized plan of action for planting, harvesting, and teaching opportunities.
- Support OUSD on a district-wide environment, food and garden nutrition curriculum and programming assessment to identify existing commonalities, the necessary core elements, and any gaps that exist to successfully link the Instructional Farm and Education Center and existing school garden programs and partnerships to OUSD Nutrition Services and Environment, Food and Garden Education plans.
- Participate in necessary Advisory Committee and/or district strategy meetings.
- Collaborate with OUSD to identify and apply for grant opportunities to fund partnership activities including, but not limited to farm and garden staff, equipment and other resources.
- Big Green commits to communicate with OUSD and support the explanation of any delays or changes to the partnership's funders.
- Work with local key partners identified by OUSD and explore new partnerships to enhance the success of the work.

Whereas OUSD has developed a Nutrition Services Strategic Operations Plan, conducted its due diligence and identified the critical need for partnership to support the OUSD Department of Nutrition Services and Community Schools and Student Services Department with the goal of creating a centralized program operated from The Center that, amongst other deliverables, better aligns school-based nutrition and wellness partner programming to District objectives; provides improved professional development opportunities for staff and creates a world-class outdoor learning environment for all students, and is committed to ongoing assessment, planning, and execution around this goal,

OUSD agrees to the following commitments and responsibilities:

- Commit to the vision of the Center Instructional Farm and Education Center and continue efforts to advance school and community food-based innovations, including the integration of Environment, Food and Garden education throughout OUSD's curriculum.
- Partner with Big Green in all matters regarding this partnership as listed above, including the coordination of resource development and grant writing efforts, communications, presentations and/or publications, and ensure direct lines of communication between Big Green and key OUSD contacts including, but not limited to, the Superintendent, Chief of Staff, Chief Academic Officer, Chief Business Officer, Deputy Chief of Communications, Deputy Chief of Facilities Management and Planning, and Executive Director of Nutrition Services.
- To facilitate strong communication between Big Green and OUSD, the Center Program Director and identified staff will meet with Big Green staff at least monthly in the first year. The OUSD Program Director for The Center and Chief of Staff will be the primary contacts for this partnership with Big Green, meeting quarterly, or more frequently if needed.
- Collaborate with Big Green to identify and apply for grant opportunities to fund partnership activities including, but not limited to farm/garden staff, equipment and other resources..
- Additionally, OUSD and Big Green commit to ensuring the timely implementation of all activities in the agreed-upon work plan. In the event of unforeseen circumstances, OUSD commits to communicate with Big Green and visa versa to support the explanation of any delays or changes to the partnership's funders.

1B. Description of Services to be Provided During School Closure or Similar Event: *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

No, services would not be able to continue.

Yes, services would be able to continue as described in 1A.

Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

For all "on site" assessments (landscape assessment for school gardens and assessment of instructional garden, farm, community garden and outdoor space), OUSD and Alameda County Public Health Department Covid plans and procedures will be followed before doing in-person, on-site assessments. Additionally, VENDOR must adhere to Covid-related

travel restrictions as set forth by their Governing Board, which may impeded their ability to conduct any on-site assessments and activities. Furthermore, aside from #1A Section III. 1, 5, and 6, VENDOR performance is contingent upon their ability to fundraise the necessary funds to perform the on-site assessments and other requirements that call for a physical presence of VENDOR staff.

1C. **Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR during Year 1 (2020-2021 school year) (No compensation to be provided during Years 2 and 3):*

Up-Front/One-Time Payment: **\$50,000**

2. **Specific Outcomes:** *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

As a result of the services, OUSD students will have access to healthy food, innovative learning opportunities connected to STEM, Health Education, Social-Emotional Learning and other content areas. The Oakland community will be able to interact with the Education, Farm and Community Garden space as an asset and resource for years to come

3. **Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

- Action Item added as modification to Board Approved SPSA – VENDOR agrees to submit the following documents to the Resource Manager either electronically via email or scanned documents, fax or drop off.
 - 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.
 - Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Waivers:** *OUSD has waived the following:*

- Commercial General Liability Insurance
- Workers’ Compensation Insurance
- Tuberculosis Screening
- Fingerprinting/Criminal Background Investigation



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools,
Thriving Students

12-02-2020

OUSD USE ONLY

Big Green
P.O Box 386
Broomfield, CO 80038
ATTN: Philip Hicks

RE: Authorization to Proceed with Consultant Contract Processing

This letter is to inform you that you have successfully completed the consultant review process for Vendor Management in ContractsOnline for the current school year.

This authorization shall expire at the conclusion of the 2020-2021 school year.

Please note that THIS IS NOT AN AUTHORIZATION TO START WORK.

You must complete the entire Contract Approval Process, which includes:

A) Final contract execution and District Approval, and/or;

B) Issuance of your Purchase Order Number

whichever happens first.

Thank you for your commitment to help support and enhance the educational experience of Oakland students.

Procurement Department,
Oakland Unified School District

SAM Search Results
List of records matching your search for :

Search Term : big green*
Record Status: Active

ENTITY Big Green	Status: Active
DUNS: 968953062 +4:	CAGE Code: 6HK30 DoDAAC:
Expiration Date: 07/01/2021	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 1637 PEARL ST STE 201	
City: BOULDER	State/Province: COLORADO
ZIP Code: 80302-5447	Country: UNITED STATES
ENTITY Big Green Disaster Recovery, LLC	Status: Active
DUNS: 117601900 +4:	CAGE Code: 8P9N0 DoDAAC:
Expiration Date: 08/03/2021	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 360 NE 18th Ave 207	
City: Homestead	State/Province: FLORIDA
ZIP Code: 33033-5064	Country: UNITED STATES

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2019-2020



Basic Directions

Additional directions and related documents are on the Contracts Website (intranet)

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 Talent Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

Attachment Checklist

- For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

Contractor Information

Contractor Name	Big Green	Contractor's Contact	Philip Hicks		
OUSD Vendor ID #	006893	Title	Vice President of Growth		
Street Address	280 E 1st Avenue #386	City, State	Broomfield, CO	Zip Code	80038
Telephone	970-581-2252	Email (required)	phicks@biggreen.org		
Contractor History	Previously been an OUSD contractor? No		Worked as an OUSD employee? No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated Start Date	11/16/2020	Date Work Will End	06/30/2023	Other Expenses	\$0.00
Pay Rate Per Hour (required)	\$0.00	Number of Hours (required)			

Requisition No.	Budget Number	Resource Name	Amount
VR21-03317	010-9044-0-1110-2490-5825-922-9220-1211-0501-99999	City of Oakland	\$ 50,000.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Contract Amount			\$ 50,000.00

OUSD Contract Originator Information

Name of OUSD Contact	Michelle Oppen	Email	michelle.oppen@ousd.org		
Site/Dept. Name	Community Schools and Student Services	Site #	922	Phone	510-879-2612

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.

1.	Administrator / Manager (Originator)	Name		Phone		Fax	
	Site/Department (Name & #)	Community Schools and Student Services Department			Date Approved		
Signature		<input type="checkbox"/> Administrator verifies vendor is not excluded on https://www.sam.gov/					
2.	Resource Manager	Type of Funds:	<input type="checkbox"/> Restricted	<input type="checkbox"/> Unrestricted	<input type="checkbox"/> Grant		
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)						
	Signature			Date Approved			
Signature (if using multiple restricted resources)			Date Approved				
3.	Network Superintendent/Executive Director						
	Signature			Date Approved			
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ 92,600						
	<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						
Signature			Date Approved				
5.	Superintendent, Board of Education Signature on the legal contract						
Legal Required if not using standard contract		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number			