

Board Office Use: Legislative File Info.	
File ID Number	12-2294
Introduction Date	8/22/12
Enactment Number	12-2325
Enactment Date	8/22/12 OA



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement) 8-22-12

Subject Professional Services Contract -
Nancy Deming Oakland CA (contractor, City State)
991/Nutrition Services (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Nancy Deming. Services to be primarily provided to 991/Nutrition Services for the period of 07/15/2012 through 06/30/2013.

Background
A one paragraph explanation of why the consultant's services are needed.

Approximately 75% of all garbage produced at schools is associated with the meal program. One of Nutrition Services goals is to reduced the amount of waste produced by the meal program that goes into the landfills. This will in turn reduced garbage related costs for schools and the District as a whole

Discussion
One paragraph summary of the scope of work.

Ms. Deming will, based on her expertise of waste reduction and working with Custodial Services for their Green Gloves Initiative, provide services that include, organization and expansion of leftover meal donations, food scrap recycling in cafeterias and classrooms, and develop Recess Before Lunch initiative. Ms. Deming with also provide professional development for Nutrition Services staff on these initiatives. See attached for further detail.

Recommendation Ratification of professional services contract between Oakland Unified School District and Nancy Deming. Services to be primarily provided to 991/Nutrition Services for the period of 07/15/2012 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) Nutrition Services
not to exceed \$ 20,000.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Commercial General Liability Insurance Certification
- TB screening documentation
- Statement of qualifications

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Nancy Deming (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 07/15/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Twenty thousand and 00/100 Dollars (\$20,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: _____

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- 4. Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- 5. Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* _____ which shall not exceed a total cost of \$ _____.
- 6. CONTRACTOR Qualifications / Performance of Services.**

CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- 7. Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: Jennifer LeBarre
Site /Dept.: 991/Nutrition Services
Address: 900 High St.
Oakland, CA 94601
Phone: (510) 434-3334

CONTRACTOR:

Name: Nancy Deming
Title: Owner
Address: 6117 Hillmont Dr.
Oakland CA 94605
Phone: (510) 290-4875

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

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

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived, race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial:

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

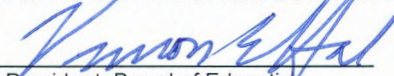
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: 07/15/2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 20,000.00

OAKLAND UNIFIED SCHOOL DISTRICT



 President, Board of Education
 Superintendent or Designee

 Secretary, Board of Education

7/27/12
 Date

 Date

CONTRACTOR



 Contractor Signature

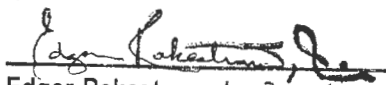
7/29/12
 Date

Nancy Deming

 Print Name, Title

Owner

Certified:



 Edgar Rakestraw, Jr., Secretary
 Board of Education

8/23/12

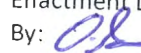
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EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Ms. Deming will, based on her expertise of waste reduction and working with Custodial Services for their Green Gloves Initiative, provide services that include, organization and expansion of leftover meal donations, food scrap recycling in cafeterias and classrooms, and develop Recess Before Lunch initiative. Ms. Deming will also provide professional development for Nutrition Services staff on these initiatives. See attached for further detail.

SCOPE OF WORK

Nancy Deming will provide a maximum of 400.00 hours of services at a rate of \$ 50.00 per hour for a total not to exceed \$20,000.00. Services are anticipated to begin on 07/15/2012 and end on 06/30/2013.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

Ms. Deming will continue implementation of the Food Scrap Recycling program for kitchens and classrooms serving breakfast. She will also develop protocols for leftover food donations that will include food safety, storage, and documentation as well as plans for program expansion. Ms. Deming will also research other avenues for waste reduction in meal program, participate in Nutrition Advisory Council, and provide professional development for Nutrition Services employees.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

- 1. Breakfast in the Classroom Food Scrap Recycling Program will be tested and finalized.
2. Provide training to approximately 200 Nutrition Services employees on Food Scrap Recycling initiatives and procedures.
3. Develop and pilot at 2 sites Leftover Food Donation program and then expand to ten.
4. Continue implementation of Food Scrap Recycling Program to 15 schools by end of school year.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

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

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

Nutrition Services 2012/2013 Work Proposal
July 1st, 2012 through June 30th, 2013



OUSD Nutrition Services Green Gloves and



Explorers Program

Continue implementing sorting system, procedures and education for cooking kitchens and staff~ Implement system for satellite kitchens~ routine site visits	70 hrs
Continue developing standard written procedures for all sites	
<ul style="list-style-type: none"> • Waste sorting system • Waste monitoring and 	35 hrs
Procedures write up/photos Nutrition Services Green Gloves	
<ul style="list-style-type: none"> • Chose spot in kitchen/on green cardstock paper • Display why and how • Brief overview • Waste chart • Additional items can be added over time 	40 hrs
Food donation further development till District wide	
Fine tuning/maintenance/implementing	40 hrs
Maintain and update website Green Gloves web pages	20 hrs
Food for Thought-regular monthly entries	15 hrs
Breakfast in the Classroom waste sorting	35 hrs
Explore options for waste prevention-pilot options	30 hrs
Recess before Lunch program development	30 hrs
Menu System ~ School Cafeteria Education	
i.e. Sandwich boards-Velcro laminated photo system	35 hrs
Nutrition Advisory Council ~ Waste Management Team Coordinator	30 hrs
Additional Misc. Work Leads	<u>27.5 hrs</u>
	407.5hrs

Nutrition Services 2012/2013 Work Proposal
July 1st, 2012 through June 30th, 2013



OUSD Nutrition Services Green Gloves and



Explorers Program

Shared services with Custodial Services

Green Gloves Symposium	
Fall meeting – overview, goal setting	10 hrs
Winter Symposium	20 hrs
Spring meeting – report out/celebration	10 hrs
School kit development	30 hrs
School team development ~Green Explorers	30 hrs
Green Explorers Summit and Green Action Council Development	30 hrs
Grants	30 hrs
Program Improvement	
Such as overbin structures, posters, incentives	40 hrs
Research	20 hrs
Community Collaboration	20 hrs
Conference Presentations and Attendance	<u>40 hrs</u>
	280 hrs

Total hours combined for Nutrition Services ~ 687.5 hours @ \$50 an hour = \$34,375.00

Total Program Position Funding

Nutrition Services towards position~ \$20,000

Altamont Education Advisory Grant position total \$43,750.00

Funding to be split between the two departments

- o \$29,375.00 allocated to Custodial Services
- o \$14,375.00 allocated to Nutrition Services

Custodial Services towards position ~ \$5,000

Total Program Position Funding \$68,750

Nancy Deming

6117 Hillmont Drive
Oakland, CA 94605

510-290-4875

nancyldeming@gmail.com

Objective

To serve the community by developing, implementing and fostering sustainable initiatives that will effect positive changes to our environment.

Experience

Program Manager for Sustainability Initiatives, Custodial and Nutrition Services Department
Oakland Unified School District (OUSD), Oakland, CA September 2011-present

- ~Assist schools with individual site assessments to fine tune programs to meet site challenges.
- ~Developing a comprehensive school greening tool kit
- ~Incorporating waste elimination methods from being created from Nutrition Services purchasing and methods.
- ~Lead Green Gloves Symposiums that involves a team approach for Custodial and Nutrition Service Staff
- ~Organizing and creating food donation system for school cafeterias.
- ~Implementing food scrap recycling in cooking kitchens
- ~Oversee and produce regular deliverables, including newsletters, resource guides, presentations and reports to district staff.

Program Manager for Waste Reduction Initiatives, Custodial Services Department
Oakland Unified School District (OUSD), Oakland, CA February 2011-June 2011

- ~Waste reduction program research and development for a district wide program. .
- ~Worked directly with assigned schools to create food scrap programs, was successful in reducing trash service.
- ~Co-lead a custodian celebration Green Gloves Symposium; developed and created awards for participating food scraps recycling custodians and schools, created a slide show and interview video, and customized tumblers as gifts.
- ~Collaborated with OUSD Nutrition Services department on implementing food scrap recycling and to increase mixed recycling at districts cooking kitchens. Co-lead recycling education update at Nutrition Services staff meetings.
- ~Outreach and coordination with outside community organizations.
- ~Created and manage OUSD Green Action Yahoo group. Co-facilitated an OUSD Green Action Community Gathering.

Sustainability Consultant, OUSD Feasibility Study ~Waste Management
Center for Ecoliteracy, Berkeley, CA

May 2011

- ~Observed elements in OUSD cafeterias around waste management issues.
- ~Provided relevant details in a variety of areas.
- ~Developed recommendations for how to avoid, reduce, and divert waste.

Founder: supporting & developing sustainability initiatives in OUSD community

Sowing Seeds, Oakland, CA

Winter 2010-Winter 2011

- ~Baseline survey for individual schools~created survey, collaborated on survey effectiveness
- ~Green Gloves Custodian Symposium ~created an OUSD custodian professional developmental day to encourage increased involvement with waste diversion emphasizing on food scrap recycling.
- ~Involvement with OUSD Wellness, Garden, & Nutrition Advisory Councils
- Advised & made recommendations that were incorporated in the first OUSD Vegetation Policy.

Created the start of an OUSD "Greening in the Garden" resource guide, led discussions on this topic at OUSD Garden Council Spring 2010 Open House. Arranged a collaborative table with outside organizations for composting/food scraps/waste reduction at OUSD Garden Fair Fall 2010. Awarded two Altamont Education Advisory mini-grants: Spring 2010 & Fall 2010 towards OUSD sustainability work.

Co-owner, Residential and commercial gardening & landscaping

Leaf it to Us, Oakland, CA

1997-Winter 2011

~Installation & maintenance with focus on creating sustainable gardens.

~Maintain accounts & client relationships, engage clients for maximum involvement, develop new accounts, manage employees, order supplies & materials, create estimates & proposals, design garden installations/plans, research new plants & gardening products, & troubleshooting garden problems.

Office Manager, landscaping materials & supplies retailing

American Soil Products, Berkeley, CA

1994-1997

~Managed hiring, training, scheduling, & firing of staff, built strong customer service standards, initiated & developed employee procedure manual, conducted monthly staff meetings, coordinated with all departments, and introduced safety meetings for yard & office employees.

Previous Work Experience

The Nature Company, Smith & Hawken~resident Master Composter, I Love a Clean San Diego

Education

B.A., Geography emphasis in resources & environment

San Diego State University, San Diego, CA

May 1994

Additional Information

Keep Oakland Beautiful Board Member ~Schools and Education Committee Chair

Parent Involvement~Sequoia Elementary

~Sequoians are Green Team/2010~initiating & coordinating Stopwaste.org Bay-Friendly Schoolyard Pilot Project, Garden Team

~Harvest Festival/2009-2011~fun school event~increased volunteer participation, including child involvement, & tripling raised funds each year

~Native garden installation/2009~2,000 sq.ft. Native garden design, coordination & implementation

~Pennies for Peace/2009~initiated 3 month program about children of Pakistan & Afghanistan, raised & donated \$1,000 pennies

~Playground garden installation/2008~co-lead work day installation, consulting follow-up contractor work

Center for Ecoliteracy involvement~Oakland Food Web, Workshops & Leadership Academy

Urban farming~7 chickens, 3 bee hives, bathtub fish pond, 30+fruit trees, beneficial/pollinator plants, composting, & seasonal edibles. Hosted a successful backyard opening on 2011 Bay-Friendly Landscaping & Garden Tour.

Homeschooled daughter~age 4-8, developed & provided her with hands on learning customized to her needs.



**Search Results Excluded By
Individual : Deming Nancy
as of 05-Jul-2012 3:16 PM EDT**

Your search returned no results.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) Jennifer LeBarre jennifer.lebarre@ousd.k12.ca.us

Contractor Information

Contractor Name	Nancy Deming	Agency's Contact					
OUSD Vendor ID #	I005362	Title	Owner				
Street Address	6117 Hillmont Dr.	City	Oakland	State	CA	Zip	94605
Telephone	(510) 290-4875	Email (required)	nancyldeming@gmail.com				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	07/15/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 50.00	Number of Hours (required)	400.00		

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
1313	Nutrition Services	9919800303	5825	\$ 20,000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0300711		Total Contract Amount	\$ 20,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	Administrator / Manager (Originator)	Name	Jennifer LeBarre	Phone	(510) 434-3334
	Site / Department	991/Nutrition Services	Fax	(510) 434-2259	
	Signature			Date Approved	7/11/12
2.	Resource Manager , if using funds managed by <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
4.	Signature			Date Approved	
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
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		P1300573	

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