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# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Martin Young, Community Partnerships

**Board Meeting Date** August 22, 2018  
*(To be completed by Procurement)*

**Subject** Memorandum of Understanding - Alameda County Community Food Bank (contractor) - Community Schools and Student Services Department (site/department)

**Action Requested** Approval by the Board of Education of the Memorandum of Understanding between the District and Alameda County Community Food Bank. Services to be primarily provided to the Community Schools and Student Services Department for the period of August 13, 2017 through August 12, 2020.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* Alameda County Community Food Bank provides food for children and families during times and via methods that are most accessible for them. This allows families to provide their children with nourishment that contributes to active learning, and is in line with the Community School model.

**Discussion**  
*One paragraph summary of the scope of work.* Approval by the Board of Education of a Memorandum of Understanding between the District and Alameda County Community Food Bank, Oakland, CA, for the latter to operate three programs: Backpack Program, Mobile Pantry Program, and the School Pantry Program at Esperanza, Fred T Korematsu Discovery Academy, Garfield, Global Family, Greenleaf, Howard, Laurel, Lincoln, and Reach Academy Elementary Schools; Elmhurst Community Prep, Frick Impact Academy, West Oakland and Westlake Middle Schools; Fremont, Oakland International, Oakland Technical and Skyline High Schools; and the Central Family Resource Center, for the period of August 13, 2017 through August 12, 2020, at no cost to the District.

**Recommendation** Approval by the Board of Education of a Memorandum of Understanding between the District and Alameda County Community Food Bank. Services to be primarily provided to the Community Schools and Student Services Department for the period of August 13, 2017 through August 12, 2020.

**Fiscal Impact** Funding resource name (please spell out): No fiscal impact.

**Attachments**

- Memorandum of Understanding
- Scope of Work
- Statement of Qualifications
- Certificate of Insurance
- Clearance Letter



## CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office  
With *Every* Consent Agenda Contract.**

**Legislative File ID No.** 18-1714

**Department:** 922/Community Schools and Student Services

**Vendor Name:** Alameda County Community Food Bank

**Contract Term:** Start Date: 08/13/2017 End Date: 08/13/2020

**Annual Cost:** \$ 0

**Approved by:** Andrea Bustamante

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

School-sites selected partner for In-Kind agreement.

**Summarize the services this Vendor will be providing.**

Alameda County Community Food Bank operates three programs: Backpack Program, Mobile Pantry Program, and the School Pantry Program at Esperanza, Fred T Korematsu Discovery Academy, Garfield, Global Family, Greenleaf, Howard, Laurel, Lincoln, and Reach Academy Elementary Schools; Elmhurst Community Prep, Frick Impact Academy, West Oakland and Westlake Middle Schools; Fremont, Oakland International, Oakland Technical and Skyline High Schools; and the Central Family Resource Center.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

No cost to OUSD for services.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

**MEMORANDUM OF UNDERSTANDING, NO COST TO OAKLAND UNIFIED SCHOOL DISTRICT**

**I. Parties**

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and Alameda County Community Food Bank  
[CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties); and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU.

**II. Site Name(s)**

Unless otherwise further agreed to in writing by the parties, the School Sites governed by this MOU are the following (attach separate document if more space is needed):

(see attached list)

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**III. CONTRACTOR Responsibilities/Scope of Services**

A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.

1. A detailed description of the type of services your program(s) will provide to OUSD (reference Exhibit A: Scope of Work)
2. A description of your organization and relevant experience (reference Exhibit B: Statement of Qualifications)
3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write "N/A."

Please see Exhibit A: Scope of Work & Exhibit B: Statement of Qualifications

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4. **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 schools district

B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—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 at these School(s).

2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services under this MOU there shall 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, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all applicable Federal and California laws.

3. **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 OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict arises.

4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records. A separate Data Sharing Agreement is required if CONTRACTOR seeks identifiable student information.

C. **Tuberculosis Screening:** CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see **Section IV** for the relevant documentation that is required.

D. **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 MOU. 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 MOU, 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 contact with OUSD pupils in providing services to the District under this MOU. [Please see Section IV for the relevant documentation that is required.]

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

#### E. Insurance

1. ~~General Liability: EITHER (a) CONTRACTOR maintains general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD OR (b) CONTRACTOR is not required to maintain general liability insurance under this MOU if the Risk Management Officer signs a waiver of insurance. Please see Section IV for the relevant documentation that is required.~~
2. **Workers' Compensation:** If CONTRACTOR employs any person to perform work in connection with this MOU, 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. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Please see Section IV for the relevant documentation that is required.

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.
- F: **Communication**—CONTRACTOR agrees to communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, CONTRACTOR shall provide reasonable data and information to students participating in the CONTRACTOR's program.
- G: **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so

long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.

- H. **Register With/Update Provider Database**—In order to maintain accurate up-to-date information on the services provided, Contractor shall register in OUSD's provider database, update schools of operation prior to commencing services during subsequent school years, and update during the current school year when Contractor's schools of operation change.

#### IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

A. **TB and Fingerprinting Clearance**

**Contractor (Individual):**

- Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing negative TB status of individual within the last four years.

**Contractor (Agency):**

- Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

B. **Insurance**

**Contractor (Individual/Agency):**

- Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

#### V. Responsibilities of Oakland Unified School District

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, which may include janitorial services, maintenance, utilities, and technology support.

#### VI. Duration

This MOU is for the 08/13/2017 -- 08/13/2020 period.  
[Insert mm/dd/year] [Insert mm/dd/year]

**VII. Termination**

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This MOU may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

**VIII. Defense/Indemnity/Hold Harmless**

Each party to this MOU agrees to defend, indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

**IX. Jurisdiction**

This MOU shall be performed in Oakland, California and is governed by the laws of the State of California. ~~The Alameda County Superior Court or the United States District Court for the Northern District of California shall have jurisdiction over any civil action arising out of or relating to this MOU.~~

**X. Notices**

Any notice provided for in this MOU shall be in writing and effective upon receipt at the address set forth below in this section, delivered by any of the following means: personal delivery; certified U.S. mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

**DISTRICT**

Contact: Marion McWilliams  
Title: General Counsel  
Address: Office of the General Counsel  
1000 Broadway, Suite 680  
Oakland, CA 94607  
Phone: 510-879-8535  
Fax: 510-879-4046  
Email: marion.mcwilliams@ousd.org

**CONTRACTOR**

Contact: Suzan Bateson  
Title: Executive Director  
Address: P.O. Box 2599  
Oakland, CA 94614  
Phone: 510-635-3663  
E-mail: sbateson@accfb.org

OUSD Sponsoring School/Department: Central Family Resource Center

**XI. 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.

**XII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

CONTRACTOR certifies to the best of his/her/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/>).

**XIII. Integration and Modification**

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only in writing, signed by both Parties.

**XIV. Assignment**

The rights and obligations of the each Party under this MOU shall not be assigned without the express prior written consent of the other Party.

**XV. Waiver**

~~No delay or omission by either Party in exercising any right under this MOU shall operate as a waiver of that or any other right provided for in this MOU.~~

**XVI. No Rights in Third Parties**

This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

**XVII. Counterparts**

This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**XVIII. Intellectual Property**

During the term of this MOU, any works created by or inventions of Contractor, his agents or employees, within the scope of the work contracted herein shall belong to the District together with all associated copy rights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.

**XIX. Relationship of Parties**

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.

**XX. 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.

**XXI. Incorporation of Recitals and Exhibits**

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

**XXII. Public Document**

This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

**OAKLAND UNIFIED SCHOOL DISTRICT**

Aimee Eng  
Date 8/23/18  
 President, Board of Education  
 Superintendent  
 Chief or Deputy Chief  
[Signature]  
Secretary, Board of Education Date 8/23/18

**CONTRACTOR**

[Signature]  
Contractor Signature Date 8/13/17  
Suzan Bateson, Executive Director  
Print Name, Title

*CPD*

Form approved by OUSD General Counsel for 2017-18  
FY

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM AND SUBSTANCE

By: [Signature] 7/27/18  
Michael L. Smith, Attorney at Law  
(12609 7/27/18)

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

## EXHIBIT "A" SCOPE OF WORK

**Description of Services to be Provided and Specific Expected Outcomes:** Highlight each program that you provide to OUSD. Attach a separate document if more space is needed.

Alameda County Community Food Bank (ACCFB) is a nonprofit organization that provides nutritious food and nutrition education to people in need, educates the public, and promotes public policies that address hunger and its root causes. The Direct Distribution Program (DDP) is an ACCFB program aimed at providing nutritious food to families and individuals in low-income neighborhoods that face chronic food insecurity. The mission of the DDP is to help alleviate child hunger by providing nutritious food to children and their families in convenient, familiar and safe locations. Programs operate in locations such as a school, library, park, and health clinic or youth organization site. Sites may have a permanent set up, or may operate through a mobile distribution rotation where food is brought to the site. Sites are consistently in the same location, have set distribution schedules, and offer ongoing food assistance services.

Description of Services:

### FOOD DISTRIBUTION

#### 1) Backpack Program

Participating schools or organizations receive pre-packed bags on a bi-monthly basis for 36 weeks of the school year.

1. School staff, parents, or volunteers distribute the backpacks bi-monthly.
2. School staff must develop an intake process for registering the client for this program.
3. Safe, secure, clean storage is required for this program.
4. School staff is responsible for safely storing totes and barrels associated with this program. Lost or excessive damage to totes and barrels will impact your school's standing with ACCFB.
5. All bags must be distributed by the next delivery.
6. This program is useful for those organizations still wishing to have a food program, but only anticipating serving between 50-150 families.

#### 2) Mobile Food Pantry (MP)

The Mobile Food Pantry model is a once a monthly or bi-monthly delivery distributed in a farmer's market style, client-choice distribution using a refrigerated truck.

1. Each school/organization must serve a minimum of 250 households.
2. The Partner will store and distribute food and other products received from Food Bank only at distribution sites listed on the Plan ("Approved Sites"). Each Approved Site must at all times be accessible by Food Bank's delivery truck and have room for tables, pallets, and food recipients.
3. The ACCFB Mobile Pantry truck will arrive and stay onsite the duration of the distribution.
4. The school is responsible for having volunteers available and an onsite coordinator present during the duration of the entire distribution.
5. The food will be off loaded from the truck and placed by item on the tables surrounding the vehicle.
6. The distributions will take place outside.
7. The distribution is client choice. This allows clients to proceed down the line and chose the products that are appropriate for their households.
8. Distribution takes about 1 ½ - 2 hours, and no storage is required.
9. On average each distribution is comprised of 50% produce, and 50% miscellaneous items such as shelf-stable items, bread, and refrigerated products (eggs, tofu).

#### 3) Fixed Pantry (FP)

The Fixed Pantry (FP) model is a weekly, bi-weekly or monthly delivery of food depending on school choice, need and capacity.

1. The FP will be asked to serve at least 100 households a month with approximately 30 pounds of food per family.
2. Safe, clean, secure storage is required for this program.
3. The school stores the product until needed by a household or until distribution. Items may be limited to those designated specifically for School Pantry Programs.
4. Produce and other perishables such as dairy are available through this program granted schools have proper refrigeration.

#### 4) Just-in-Time

Participating organizations will receive a weekly, monthly or bi-monthly delivery that is to be distributed at the time of delivery or up to 2 hours after delivery. This option is also available as an add-on to the Mobile Pantry or Fixed Pantry model.

1. The organization sets up designated distribution area.
2. Volunteers and staff begin distribution immediately or up to 2 hours after food is delivered.
3. There may be minimal storage required for leftover items.
4. Perishables are only available through this program if proper storage is available.

### CALFRESH OUTREACH:

Our multilingual CalFresh Outreach team helps families and individuals enroll in CalFresh, a supplemental nutrition program that helps families stretch their food budgets and afford healthy food. Our team guides eligible community members through the application process, securing a higher approval rate than the county average. We regularly host events at schools and do outreach at school.

**Legislative File ID #18-1714**  
**8/22/18**

**Memorandum of Understanding**

**Alameda County Community Food Bank, Oakland, CA**

List of School Sites governed by the MOU:

Esperanza Elementary  
Fred T. Korematsu Discovery Academy  
Frick Impact Academy  
Garfield Elementary School  
Global Family Elementary School  
Greenleaf Elementary School  
Howard Elementary School  
Laurel Elementary School  
Lincoln Elementary School  
Reach Academy  
Elmhurst Community Prep  
West Oakland Middle School  
Westlake Middle School  
Fremont High School  
Oakland International High School  
Oakland Technical High School  
Skyline High School  
OUSD Central Family Resource Center

## EXHIBIT "B" STATEMENT OF QUALIFICATIONS

**Description of Organization and Relevant Experience:** For individual consultants, a résumé will suffice. Attach a separate document if more space is needed.

Alameda County Community Food Bank (ACCFB) is a nonprofit organization that provides nutritious food and nutrition education to people in need, educates the public, and promotes public policies that address hunger and its root causes. The Direct Distribution Program (DDP) is an ACCFB program aimed at providing nutritious food to families and individuals in low-income neighborhoods that face chronic food insecurity. The mission of the DDP is to help alleviate child hunger by providing nutritious food to children and their families in convenient, familiar and safe locations. Programs operate in locations such as a school, library, park, and health clinic or youth organization site. Sites may have a permanent set up, or may operate through a mobile distribution rotation where food is brought to the site. Sites are consistently in the same location, have set distribution schedules, and offer ongoing food assistance services

As studies show, food insecurity contributes to poor concentration and poor academic results in students. Food Insecurity also leads to the onset and worsening of chronic illnesses like diabetes and heart disease. Chronic disease contributes to worsening food insecurity it is a terrible cycle. Our Food as Medicine collaboration helps to end the cycle.

Elmhurst Community Prep
Esperanza Elementary
Fred T Korematsu Discovery Academy
Fremont High School
Frick Impact Academy
Garfield Elementary School
Global Family School
Greenleaf Elementary
Howard Elementary School
Laurel Elementary School
Lincoln Elementary School
Oakland International High School
Oakland Technical High School
OUSD Central Family Resource Center
Reach Academy
Skyline High School
West Oakland Middle School
Westlake Middle School



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> (WC) Heffeman Insurance Brokers 1350 Cariback Avenue Walnut Creek CA 94596	<b>CONTACT NAME:</b> Darla Grantano	
	<b>PHONE (A/C, No, Ext):</b> 925-934-8500	<b>FAX (A/C, No):</b> 925-934-8278
<b>E-MAIL ADDRESS:</b> darlag@heffins.com		
<b>INSURED</b> ALAMCOU-02 Alameda County Community Food Bank PO Box 2599 Oakland CA 94614		<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURER A:</b> Nonprofits Insurance Alliance of California		<b>NAIC #</b> 1184
<b>INSURER B:</b> Cypress Insurance Company		<b>10855</b>
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER: 558810880**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Lia  <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	201712497NPO	8/1/2017	8/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Profess. Per Occ/Agg \$ \$1 mil/\$1 mil
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			201712497NPO	8/1/2017	8/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			201712497UMB	8/1/2017	8/1/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ALWC817230	8/1/2017	8/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: As Per Contract or Agreement on File with Insured. Oakland Unified School District is included as an additional insured on General Liability policy per the attached endorsement, if required. The Waiver endorsement has been requested for the General Liability policy from the insurance company and if approved will be forwarded when received.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 1000 Broadway Suite 440, Oakland CA 94607	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



ALAMEDA COUNTY  
**COMMUNITY  
FOOD BANK**

Until everyone's fed

July 5, 2018

Martin C. Young  
Community Partnerships Manager  
Community Schools & Student Services  
Oakland Unified School District  
1000 Broadway  
Oakland, CA 94607

**RE: MOU Requirement for Background Clearance**

Dear Mr. Young,

Please take this letter as official certification that the Alameda County Community Food Bank ("ACCFB") is in compliance with the MOU requirement for our personnel to be cleared by the CA DOJ/FBI with subsequent arrest notifications. Since our LiveScan application for an ATI number was not approved by the CA DOJ, we opted to take advantage of the solution provided by OUSD. Attached please find the professional services agreement we currently have in place with Be A Mentor, Inc. Personnel who have been identified requiring the LiveScan have already submitted their Tb clearance in order to obtain the clearance letter to OUSD. All personnel have completed the requirements and new employees having contact with OUSD will be required to participate as well.

Please do not hesitate to contact me if you have any questions. Thank you for your assistance.

Sincerely yours,

Marcy Billetter, SPHR, SHRM-SCP, MBA  
Director of Human Resources

Enclosure

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : alameda\* county\* community\* food\* bank\***  
**Record Status: Active**

**No Search Results**