

Board Office Use: Legislative File Info.	
File ID Number	17-0040
Introduction Date	2/8/17
Enactment Number	17-0187
Enactment Date	2-8-17



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Devin Dillon, Ph.D., Interim Superintendent

Board Meeting Date February 8, 2017

Subject Memorandum of Agreement - 18 Reasons - (contractor) - Community Partnerships Unit - 922/Community Schools and Student Services Department (site/department)

Action Requested Approval of a Memorandum of Agreement between the Oakland Unified School District and 18 Reasons, Oakland, CA, to be primarily provided at OUSD schools for the period of August 15, 2016 through August 15, 2019.

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

18 Reasons has five years of experience hosting free cooking and nutrition classes to low income families in the East Bay. Successful implementation of the Cooking Matters curriculum to serve kids, teens, families, parents, and adults, reaching over 2500 students per year.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Agreement between the District and 18 Reasons, Oakland, CA, for the latter to provide free hands-on cooking/nutrition classes for low-income families for kids, teens, parents, and families at Esperanza Elementary, Fruitvale Elementary, Dewey High, MetWest High, and Rudsdale High School, via the Community Schools and Student Services Department, for the period of August 15, 2016 through August 15, 2019, at no cost to the District.

Recommendation Approval of a Memorandum of Agreement between Oakland Unified School District and 18 Reasons. Contractual services to be primarily provided at OUSD schools for the period of August 15, 2016 through August 15, 2019.

Fiscal Impact Funding resource name (please spell out): No Fiscal Impact

Attachments Memorandum of Agreement
Certificate of Insurance
Scope of Work
Statement of Qualifications



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 17-0040

Department: 922/Community Schools and Student Services Department

Vendor Name: 18 Reasons

Contract Term: Start Date: 08/15/16 End Date: 08/15/19

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

School site(s) selected partner for In-Kind agreement.

Summarize the services this Vendor will be providing.

Program provides free, hands-on cooking/nutrition classes for low-income families.

Was this contract competitively bid? Yes No

If No, answer the following:

- 1) How did you determine the price is competitive?

No fee for services; In-Kind partnership.

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 AGREEMENT BETWEEN A NON-PROFIT ORGANIZATION
AND 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 18 Reasons [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided at no cost to OUSD, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program on school(s), site(s) (“Schools”) selected in Section II of the MOU.

II. Program Sites

Unless otherwise agreed to in writing by the parties, the School(s) governed by this agreement are the following:

Rudsdale Continuation High School

Esperanza Elementary

Fruitvale Elementary

Met West High School

Dewey Continuation High School

III. CONTRACTOR Responsibilities/Scope of Services

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

1. A brief description of the type of services your program generally provides.

We run free, hands-on cooking/nutrition classes for low-income families

We can do these classes for kids, teens, parents, or families.

2. The relevant experience of the CONTRACTOR personnel that will be providing the services:

Five years of experience hosting free cooking and nutrition classes to k

Successful implementation of the Cooking Matters curriculum to serve l

3. Please check **all** of the expectations or goals below that are in agreement with your program's services.

- Ensure a high quality instructional core
 - Develop student's social health/skills
 - Develop student's emotional health
 - Develop student's physical health
 - Develop student's cognitive and academic skills
 - Create equitable opportunities for learning
 - Ensure, maintain, or support high quality and effective instruction
 - Prepare students for success in college and careers
 - Help ensure, create, and/or sustain safe, healthy and supportive schools
 - Create accountability for quality
 - Help create full service community schools in OUSD
 - Increase, raise graduation rates
 - Other: _____
-
-

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 on these School(s).
2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services in 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, or age. Therefore, the CONTRACTOR agrees to comply with 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 does arise.
4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe 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.

C. **Required Documents**—Ensure that all CONTRACTOR personnel who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to DOJ and FBI criminal background check via Live Scan or a similar service as required by the Education Code, and (c) taken a tuberculosis test. Please see **Section IV** for the relevant documentation that is required.

D. **Insurance**

1. **General Liability:** ***EITHER*** (a) Provide evidence of 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 insurance under this agreement if the Risk Management Officer signs a waiver of insurance. 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.
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.

The requirements under Section D, 2. will not apply if CONTRACTOR checks or marks this box and by doing so confirms and represents that it does not employ anyone in the manner subject to the workers' compensation laws of California.

- E. **Communication**—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, provide reasonable data and information to students participating in the CONTRACTOR's program.
- F. **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.
- G. **Register With/Update Community Partner Platform**—Contractor shall register in OUSD's Community Partner Platform (CPP) database and perform annual updates *by August 31 of each year*, to maintain full and complete up-to-date information. The CPP database and instructions may be found online at ousd.org under Partner Organizations.

IV. Required Documents

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

A. Contractor (Individual):

- Completion of Pre-Consultant Screening Process—Attach a letter from Human Resources showing completion of Pre-Consultant Screening for this current fiscal year. This process will include a check of all of the following:
- Fingerprinting—Attach documentation
 - Criminal Background Check—Attach documentation
 - Tuberculosis Clearance—Documentation from health care provider showing negative TB status within the last four years.

Contractor (Agency):

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

B. Contractor:

- Insurance—see Section **III(D)** for specifications. Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer.

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, including janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.
 - 1. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide CONTRACTOR access to student assessment data for all students at School(s) including, but not limited to, state test scores and site-based assessments. Students identified may be protected by the use of ID numbers.
 - 2. Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR’s program and to evaluate the impact of its program on students at School(s).

VI. **Duration**

This MOU is for the August 15, 2016 -- August 15, 2019 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 agreement 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.

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

By: Michelle Appel Dated: 08/22/2016 (MM/DD/YYYY)
Sponsoring Department or Site Principal

By: [Signature] Dated: 8/22/16 (MM/DD/YYYY)
Sarah Nelson (Print Name)
18 Reasons (CONTRACTOR)

Approved as to form and procedure

By: [Signature] Dated: 1/5/17 (MM/DD/YYYY)

Michael L. Smith, Deputy General Counsel
Oakland Unified School District

[Signature]
James Harris
President, Board of Education

[Signature]
Antwan Wilson
Secretary, Board of Education

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Bv:

18 Reasons: Scope of Work

1. Services to be provided

18 Reasons will bring to OUSD schools the Cooking Matters program, a six-session series of free cooking and nutrition classes. Cooking Matters is a curriculum that offers basic cooking and nutrition know-how to low-income families who want to eat healthier on a budget. We can provide Cooking Matters classes for kids, for teens, for families, or for parents. These classes are generally 1.5 hours long for kids and teens, and 2 hours long for adults. They consist of a nutrition education component and a hands-on cooking component, culminating in a family-style meal shared by all.

To implement these classes, 18 Reasons brings in an expert team consisting of three people: the coordinator of the class, a chef instructor, and a nutrition instructor. The coordinator will bring in all the food and equipment needed for the class.

In order to ensure a successful class, the site is expected to provide an adequate room for the Cooking Matters series and to designate a site staff member to be the primary contact for 18 Reasons at the school. An adequate room has a sink, space enough to comfortably accommodate the class size, and ventilation. The primary contact from the school would be responsible for making sure the room is available each week, overseeing recruitment and outreach of participants, and helping successfully implement the class.

2. Expected outcomes

Expected outcomes of bringing Cooking Matters classes to OUSD students and families is that we will see positive changes in participants beliefs and practices around healthy eating. Taking a Cooking Matters class gives participants the confidence and skills they need to improve their families' health. Each year, over 2,500 participants graduate from Cooking Matters, taking with them improved eating habits and valuable cooking, nutrition, and household budgeting skills. Graduates report increased fruit and vegetable consumption; increased cooking skills; and increased use of nutrition facts, meal planning, and budgeting skills. Our program is a key component in strategies to improve the health and wellness of all communities.

18 Reasons: Statement of Qualification

18 Reasons' mission is to empower our community with the confidence and creativity needed to buy, cook, and eat good food every day. Our Cooking Matters program brings free cooking and nutrition classes to low-income communities around the Bay Area to do just that.

Each year, over 2,500 participants graduate from Cooking Matters, taking with them improved eating habits and valuable cooking, nutrition, and household budgeting skills. Graduates report increased fruit and vegetable consumption; increased cooking skills; and increased use of nutrition facts, meal planning, and budgeting skills.

The vision of a food system that provides access to healthy, affordable, delicious food for all, while ensuring that children, adults, and institutions receive the knowledge and skills they need to make healthy personal and policy choices that support a healthy diet and a fair and sustainable food system, is one that we want to see come true in Oakland. Our program is a key component in strategies to improve the health and wellness of all communities.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2016

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 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).

PRODUCER DiNicola Insurance Services 1635 Irving Street License# 0G53204 San Francisco CA 94122		CONTACT NAME: Deanna Ruiz PHONE (A/C No. Ext): (415) 564-4400 FAX (A/C No): (415) 564-4494 E-MAIL ADDRESS: deanna@dinicolains.com																						
INSURED 18 Reasons, Inc. DBA My Three Squares 3150 18th St San Francisco CA 94110		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A</td> <td>Sentinel Insurance Company, LTD</td> <td>11000</td> </tr> <tr> <td>INSURER B</td> <td>Hartford Accident and Indemnity</td> <td>22357</td> </tr> <tr> <td>INSURER C</td> <td></td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Sentinel Insurance Company, LTD	11000	INSURER B	Hartford Accident and Indemnity	22357	INSURER C			INSURER D			INSURER E			INSURER F		
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INSURER F																								

COVERAGES

CERTIFICATE NUMBER: CL1682202395

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		57SBABF6113	8/20/2016	8/20/2017	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 4,000,000
						Liquor Liability	\$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		57SBABF6113	8/20/2016	8/20/2017	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	57WECGG3261	7/18/2016	7/18/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						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)

Certificate holder is included as additional insured as required by written contract per SS 00 08 04 05, attached.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Risk Management 1000 Broadway Suite 440 Oakland, CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Nick DiNicola/JANICE
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ACORD 25 (2014/01)

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INS025 (201401)



3674 18th Street, San Francisco California 94110

www.18reasons.org info@18reasons.org 415-241-9760

To Whom It May Concern:

This letter is to verify that all employees have been fingerprinted/criminal background checked and have TB clearance for this current fiscal year.

Many thanks,

A handwritten signature in blue ink, appearing to be 'Sarah Nelson'.

Sarah Nelson
Executive Director

SAM Search Results
List of records matching your search for :

Search Term : 18 reasons*
Record Status: Active

ENTITY	18 Reasons	Status:Active
DUNS: 078299123	+4:	CAGE Code: 6QRS6 DoDAAC:
Expiration Date: Nov 4, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 3150 18th St Ste 455		
City: San Francisco	State/Province: CALIFORNIA	
ZIP Code: 94110-2077	Country: UNITED STATES	