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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Andrea Bustamante, Executive Director, Community Schools and Student Services Department

Meeting Date March 12, 2025

Subject No Cost Services Agreement – The Regents of the University of California, on behalf of its UC Cooperative Extension office for Alameda County – Community School and Student Services Department

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

Description of Services & Background Vendor has been a no-cost partner for OUSD schools and early childhood sites for more than 10 years, offering expert support for school gardens and nutrition education. With no District funding allocated to this work, it is imperative to maintain this partnership for this critical work.

Through its Alameda Master Gardener Program, vendor will mentor Foodcorps services members and District Environment, Food, and Garden Champions, assess school site gardens, and deliver monthly Saturday monthly education talks on garden topics. Vendor will also provide team leaders for school garden community work days, assist with growing and providing seedlings through The Center Greenhouse Wednesday Seed and Start Program, as well exploring future use of the The Center community garden spaces for community plant sales.

Through its CalFresh Healthy Living Program, vendor will promote healthy living among early childhood families, promote vendor curricula, evaluation, and reporting requirements to Early Childhood Education (ECE) directors and teachers, deliver classes and workshops, and support site gardens at ECE

sites.

Through its Expanded Food and Nutrition Education Program, vendor will address nutrition education needs of youth and adults from limited-income families. Vendor will provide research-based curriculum, direct delivery of six interactive lessons, nutrition education materials, family newsletters, parent nutrition education series and program outcome data.

Term	Start Date: October 1, 2024 End Date: June 30, 2027
Not-To-Exceed Amount	N/A. This is a no cost services agreement.
District In-Kind Contributions	None
Specific Outcomes	As a result of these services, vendor is able to touch the majority of OUSD sites. They provide professional development for OUSD's Early Childhood Educators on a monthly basis and also provide resources for nutrition education to all Early Childhood sites. They also support The Center Greenhouse program to supply all seeds and plant starts for school gardens in the District by working in the greenhouse every Wednesday afternoon throughout the school year, along with the offering of providing technical assistance to teachers and FoodCorps Service Members. Our program would be incomplete without this partnership and it certainly would not be able to grow.
SPSA Alignment (required if using State or Federal Funds)	<input type="checkbox"/> Action Item included in Board Approved SPSA (no additional documentation required). If so, enter Item Number: _____ <input type="checkbox"/> Action Item added as modification to Board Approved SPSA. If so, school site <u>must submit</u> the following documents to the Strategic Resource Planning for approval through the Escape workflow process: <ul style="list-style-type: none">• Meeting announcement for meeting in which the SPSA modification was approved.• Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.• Sign-in sheet for meeting in which the SPSA modification was approved.
Attachment(s)	<ul style="list-style-type: none">• No Cost Services Agreement

**Waiver
Attachments (if
applicable)**

- Written confirmation of Commercial General Liability Insurance waiver
- Written confirmation of Workers' Compensation Insurance waiver.
- Written confirmation of Tuberculosis Screening waiver.
- Written confirmation of Fingerprinting/Criminal Background Investigation waiver.



NO COST SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in Exhibit A, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDOR INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. Services. VENDOR shall provide the services (“SERVICES”) as described in Exhibit A.
2. Term. The term (“TERM”) of this AGREEMENT is established in Exhibit A.
3. Compensation. VENDOR agrees to provide the SERVICES at no cost to OUSD. However, OUSD understands and acknowledges that VENDOR may impose certain costs on families and students but only as permitted in Exhibit A.
4. Suspension. If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR’s provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
5. Termination.
 - a. For Convenience. Either PARTY may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to the other PARTY. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
 - b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall

contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
 - d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 40 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.
6. Data and Information Requests.
- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES, except for personally identifiable information about participants in and/or recipients of the Services (i.e., students) or employees or volunteers of VENDOR.
 - b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
7. Confidentiality and Data Privacy.
- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the

- SERVICES, except as required by applicable law, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 23 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.
8. Copyright/Trademark/Patent/Ownership. OUSD understands and agrees that all other matters produced under this AGREEMENT are the property of VENDOR. 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 VENDOR in connection with the SERVICES performed under this AGREEMENT. OUSD cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without VENDOR’s express written permission. VENDOR shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of VENDOR.
9. Alignment and Evaluation.
- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

Inspection and Approval. VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES, except for personally identifiable information about participants in and/or recipients of the Services (i.e., students) or employees or volunteers of VENDOR.

10. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
11. Legal Notices. Based on contact information set forth in Exhibit A, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
12. Status.
 - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
 - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
 - (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
 - (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
 - (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
 - (x) VENDOR can negotiate its own rates;
 - (xi) VENDOR can set its own hours and location of work; and

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

13. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

14. Certificates/Permits/Licenses/Registration. VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

15. Insurance.

- a. Commercial General Liability Insurance. VENDOR shall maintain a program of self-insurance or Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance.

The coverage shall be primary as to OUSD and shall name OUSD as an additional insured, but only in proportion to and to the extent of the negligent or intentional acts or omissions of VENDOR, its officers, agents, or employees, with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only

one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

- b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

16. Testing and Screening.

- a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.
- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR can certify its compliance with the requirements of this Section 17.b. but cannot provide personally identifiable information (i.e., specific fingerprinting records or criminal background investigation results) for VENDOR INDIVIDUALS to OUSD.

For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

17. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within forty-eight (48) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within three business days pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated

reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

18. Health and Safety Orders and Requirements; Site Closures.
 - a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities (“Orders”).
 - b. Except as possibly stated otherwise in Exhibit A, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
 - c. Except as possibly stated otherwise in Exhibit A, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
 - d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

19. Conflict of Interest.
 - a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
 - b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR’s family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD’s attention in writing.
 - c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

20. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

21. Limitation of OUSD Liability. OUSD shall have no financial obligations under this Agreement other than as 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.

22. Indemnification.
 - a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT, but only in proportion to and to the extent that such claims or losses accruing or resulting from injury, damage, or death of any person or entity are caused by or result from the negligent or intentional acts or omissions of VENDOR, its officers, employees, or agents. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT, but only in proportion to and to the extent that such claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR are caused by or result from the negligent or intentional acts or omissions of VENDOR, its officers, employees, or agents. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, including providing counsel that has no conflict of interest in its representation.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
23. Audit. VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
24. Non-Discrimination. It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with

applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

25. Drug-Free/Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
26. 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 subsequent act from constituting a violation of this AGREEMENT.
27. Assignment. The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
28. 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.
29. Litigation. This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
30. Incorporation of Recitals and Exhibits. Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
31. Integration/Entire Agreement of Parties. This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
32. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
34. Captions and Interpretations. Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No

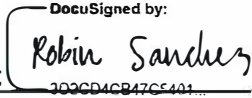
provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.

35. Calculation of Time. For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
36. Counterparts and Electronic Signature. This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
37. W-9 Form. If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
38. Agreement Publicly Posted. This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
39. Signature Authority.
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
40. Contract Contingent on Governing Board Approval. The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD’s Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy.

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

VENDOR

Name: Robin Sanchez

Signature: 

Position: Director, Policies, Compliance, and Programmatic Agreements Date: 1/30/2025
UC Agriculture and Natural Resources

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Andrea Bustamante

Signature: 

Position: Executive Director, Community Schools & Student Services Date: 2/7/2025

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell

Signature: _____

Position: Superintendent

Date: _____

Template approved as to form by OUSD Legal Department

By: _____

Title: _____

Date: _____

Approved as to form by:


Roxanne De La Rocha
OUSD Staff Counsel

12/20/2024
Date

SERVICES AGREEMENT

EXHIBIT A

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

VENDOR: The Regents of the University of California, on behalf of its UC Cooperative Extension office for Alameda County

1. Services. Describe the SERVICES VENDOR will provide:

The UCCE Alameda Master Gardener Program (MGP) will mentor foodcorps service members and EFG Champions (OUSD teachers and staff) through the academic year, including initial garden assessment at school site and ongoing garden questions; deliver four Saturday monthly educational talks on garden topics mutually agreed upon by OUSD team at The Center and MGP volunteers; Provide team leaders for requested school garden community work days; Assist growing and providing school garden seedlings through The Center Greenhouse Wednesday Seed and Start program; Explore future use of The Center community garden spaces for community plant sales as agreed upon by The OUSD Center staff and OUSD Facilitron reservation system (Contact for Master Gardener Program: Allyson Greenlon).

The UCCE CalFresh Healthy Living Program will help promote healthy lifestyle among early childhood families; Promote UCCE curricula, evaluation and reporting requirements to ECE directors and teachers; Deliver series-based classes and workshops; support site gardens at ECE sites as agreed upon by OUSD team at The Center and OUSD Early Childhood Department (Contact for UCCE CalFresh Program: Tuline Baykal). The UCCE Expanded Food and Nutrition Education Program (EFNEP) addresses nutrition education needs of youth and adults from limited income families. UC agrees to provide research based curriculum, direct delivery of 6 interactive lessons, nutrition education materials, family newsletters, parent nutrition education series and program outcome data as agreed upon by OUSD team at The Center (Contact for UCCE EFNEP Program: Leah Sourbeer).

2. Term.

a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: October 1, 2024

b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: June 30, 2027.

3. Compensation. VENDOR may impose the following costs on families and students: None.

4. Legal Notices.

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: ousdlegal@ousd.org

VENDOR

Name/Dept: UCCE Alameda

ATTN: Sheila Barry

Address: 224 W. Winton Ave.

Suite #134

City, ST Zip: Hayward, CA 94544

Phone: 408-282-3106

Email: sbarry@ucanr.edu

5. Insurance. OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.
 - Commercial General Liability Insurance*. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.
 - Workers' Compensation Insurance*. Waiver typically available by OUSD if VENDOR has no employees.

6. Testing and Screening. OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.
 - Tuberculosis Screening*. Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.
 - Fingerprinting/Criminal Background Investigation*. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

7. Health and Safety Orders and Requirements; Site Closures. If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?
 - Yes, the SERVICES would be able to continue as described herein.
 - No, the SERVICES would not be able to continue.

Statement of Qualifications of Qualifications

University of California Cooperative Extension UCCE Offices are local problem-solving centers, part of a statewide network of UC research and educators who bridge UC research with the communities we serve. Our Advisors and Community Education Specialists deliver a range of locally relevant programs focusing on farm, environment, nutrition, 4-H youth development, science literacy, urban agriculture, home and commercial horticulture. We deliver science-based information through public workshops, meetings, newsletters, and mass media communication tools to local communities. In addition, Advisors and Community Educators collaborate and partner with community-based organizations, academic institutions, government organizations, extending the reach of our programs.

CalFresh Healthy Living

CalFresh Healthy Living, the University of California Cooperative Extension (UCCE) teaches people eligible for SNAP about good nutrition, how to make their food dollars stretch further, and how to be physically active at any age. Effective, evidenced-based nutrition education and physical activity classes are aligned with policy, systems, and environmental change strategies to create long lasting community change.

Our mission is to inspire and empower under-served Californians to improve their health by promoting awareness, education, and community change through diverse partnerships, resulting in healthy eating and active living.

Most of the CalFresh Healthy Living, UCCE participants are preschool (3-5) and their families. The program also works with SNAP-Ed eligible adults and seniors.

Expanded Food and Nutrition Program

The Expanded Food and Nutrition Education Program (EFNEP) provides community education classes for income-eligible youth and adults which promote nutrition and physical activity as a means of maintaining a healthy lifestyle free from chronic disease.

By focusing on improving diet quality, increasing physical activity, assuring safe food-handling practices, and strengthening food resource management skills, EFNEP supports families with children to make meaningful healthy lifestyle changes.

EFNEP also partners with community stakeholders to make changes to the surrounding community context known as “policy, system, and environmental change.” These efforts result in deeper, long-term positive impact for even more youth and families.

Master Gardeners

The Alameda County Master Gardener Program works to serve the diverse communities within Alameda County. Master Gardeners are people of all ages from all walks of life who want to give back to their communities. We volunteer our time to help people learn about gardening. As trained agents of the University of California, through the University of California Cooperative Extension, our purpose is to extend research-based knowledge and information on home gardening issues to the residents of Alameda County.

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 7559

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

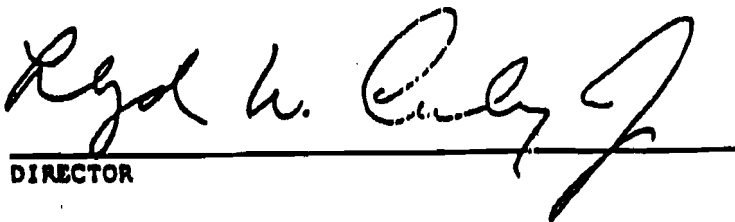
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE March 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



DIRECTOR




MANAGER, SELF-INSURANCE PLANS

SUPERCEDES CERTIFICATE NO. P-1344

DM A-4-10A (REV. 1/93)

This certificate only covers employees, not volunteers/agents
of the University of California

66116

CERTIFICATE OF SELF-INSURANCE COVERAGE

Date: 8/20/2024

PRODUCER/INSURED

University of California
Agriculture & Natural Resources
Office of Risk Services
2801 Second Street
Davis CA 95618-7774
(530) 750-1263

This Certificate is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Certificate. The Certificate does not amend, extend or alter the coverage described below. This Certificate may only be copied, printed and distributed by an authorized viewer for its internal use. Any other use, duplication or distribution of the Certificate without the written consent of the Regents of the University of California is prohibited.

ENTITIES AFFORDING COVERAGE

	PARTICIPATION 100%
COMPANY LETTER A The Regents of the University of California	

COVERAGES

THIS IS TO CERTIFY THAT THE REGENTS OF THE UNIVERSITY OF CALIFORNIA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITIES DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE BYLAWS AND STANDING ORDERS OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, WHICH DOES NOT PERMIT ANY ASSUMPTION OF LIABILITY WHICH DOES NOT RESULT FROM THE NEGLIGENT ACTS OR OMISSIONS OF ITS OFFICERS, AGENTS OR EMPLOYEES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> Sexual Abuse & <input checked="" type="checkbox"/> Molestation	Self-Insured	07/01/2024	07/02/2025	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ CONTRACTUAL LIABILITY \$ EACH OCCURRENCE \$ SAML \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	Self-Insured			COMBINED SINGLE LIMIT \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$
	PROPERTY <input type="checkbox"/> FIRE & EXTENDED PERILS	Self-Insured			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	Self-Insured			STATUTORY LIMITS EACH ACCIDENT \$ As required by DISEASE - POLICY LIMIT \$ As required by DISEASE - EACH EMPLOYEE \$ As required by

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Sexual Abuse and Molestation Liability (SAML): \$1,000,000 Occurrence / \$2,000,000 Aggregate
Svs conducted through the auspices of Alameda County Cooperative Extension EFNEP and Master Gardener Programs for Program Services under MOU Contract provided during the period August 14, 2024 through August 16, 2027.

**CERTIFICATE HOLDER
APPLICABLE PARTY AS REQUIRED BY WRITTEN CONTRACT
OR AGREEMENT**

Oakland Unified School District Attention Risk Management
1011 Union Street, Suite 987
Oakland CA 95607

CANCELLATION

SHOULD THE REGENTS ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE REGENTS WILL UPDATE PROOF OF SELF-INSURANCE ON ITS WEBSITE. THE REGENTS SHALL NOT BE OBLIGATED TO PROVIDE INDIVIDUAL NOTICE TO VENDORS OR OTHERS.

By:

Gabrielle Jung

Gabrielle Jung

No. ANR 1124
This Certificate is issued to:
Oakland Unified School District
Attention Risk Management
1011 Union Street, Suite 987
Oakland, CA 94607

University of California
Agriculture & Natural Resources
Office of Risk Services
2801 Second Street
Davis, CA 95618-7774
(530) 750-1263
Fax: (530) 756-1113

UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

This is to certify that the University of California is self-insured for the following coverages:

Type of Coverage	Self-Insured Limits
I. ERRORS & OMISSIONS (Non-Medical) Each Occurrence General Aggregate	\$1,000,000.00 \$2,000,000.00
II. SPECIAL TERMS & CONDITIONS: 1. This certificate is issued in connection with ANR 040 a sanctioned Regents activity, conducted through the auspices of Alameda County Cooperative Extension EFNEP and Master Gardener Programs for Program Services under MOU Contract provided during the period August 14, 2023 through August 16, 2027. 2. The insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and Self-Insurance Programs as administered by the University of California, Office of the President, Office of Risk Services, which does not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.	

Should any of the above described programs of self-insurance be modified or cancelled before the expiration date shown below, The Regents of the University of California will give 30 days written notice to the named certificate holder.

DATE ISSUED: August 20, 2024

CERTIFICATES EXPIRES: August 17, 2027



AUTHORIZED SIGNATURE

Linda Harris

Risk Services Analyst

Division of Agriculture & Natural Resources



Risk & Safety Services

2801 Second St.
Davis, CA 95618
<http://safety.ucanr.edu>
<http://ucanr.edu/risk>

January 8, 2025

Oakland Unified School District
Oakland, CA

RE: University of California Master Gardener Program Vendor Application Agreement Live Scan Certification

To whom it may concern,

This purpose of this letter is to confirm University of California Division of Agriculture and Natural Resources' policy that all employees who have supervisory responsibility for youth and all formal volunteers participating in our programs must complete Live Scan service for a Department of Justice (DOJ) criminal history record check.

I attest that, the owner or authorized representative of UCCE Alameda County and UC Agriculture and Natural Resources (UC ANR) doing business as a Company has conducted criminal history background checks through the Department of Justice, in accordance with California Penal Code Section 11105.2 of the staff member(s) and volunteers listed below.

I attest that UC Agriculture and Natural Resources is statutorily mandated to receive subsequent arrest notification from the Department of Justice for the following employees and volunteers of UCCE Alameda County and UC ANR. I further attest that as of today, the employees and volunteers listed below have no notices of a conviction of a violent or serious felony as defined by statute, nor do they have a criminal action pending upon charges of commission of a violent or serious felony as defined by statute.

EMPLOYEES:

- Lorena Serna Nunez, completed DOJ & FBI criminal history records check on 03/29/2024
- Mariela Wajler, completed DOJ & FBI criminal history records check on 10/31/2022
- Leticia Christian, completed DOJ & FBI criminal history records check on 06/25/2009
- Mercy Mumba, completed DOJ & FBI criminal history records check on 04/05/2024
- Yolanda Silva, completed DOJ & FBI criminal history records check on 12/20/2016
- Tuline Baykal, completed DOJ & FBI criminal history records check on 02/25/2014

VOLUNTEERS:

- Amy Pereira, completed DOJ criminal history records check on 10/21/2023
- Anne Hamilton, completed DOJ criminal history records check on 02/26/2022
- Belinda Rose, completed DOJ criminal history records check on 10/21/2023
- Deborah Churchill, completed DOJ criminal history records check on 02/01/2020
- Dena Andersen, completed DOJ criminal history records check on 01/08/2019
- Devra Laner, completed DOJ criminal history records check on 12/08/2015
- Elizabeth Donegan, completed DOJ criminal history records check on 12/12/2015
- Joan Sarlatte, completed DOJ criminal history records check on 10/25/2017
- Julia Walsh, completed DOJ criminal history records check on 02/04/2020

- Kimberly Scala, completed DOJ criminal history records check on 02/12/2022
- Leslie Smith, completed DOJ criminal history records check on 01/08/2019
- Miriam Eisenhardt, completed DOJ criminal history records check on 10/21/2023
- Miriam Spilman, completed DOJ criminal history records check on 02/12/23
- Susan Merriman, completed DOJ criminal history records check on 10/14/2017
- Yolanda Burrell, completed DOJ criminal history records check on 01/12/2016

Best Regards,

Kimberly Rodegerdts

Kimberly Rodegerdts
Custodian of Criminal Records
University California Agriculture and Natural Resources
Risk and Safety Services
2801 Second Street
Davis, CA 95618



Risk & Safety Services

2801 Second St.
Davis, CA 95618
<http://safety.ucanr.edu>
<http://ucanr.edu/risk>

January 9th, 2025

Oakland Unified School District
1011 Union Street
Oakland, CA 94607

Dear Recipient,

The purpose of this letter is to formally confirm the policy of the University of California Division of Agriculture and Natural Resources (UC ANR), which mandates that all employees and formal volunteers participating in our programs are required to complete a tuberculosis (TB) assessment as part of our health and safety guidelines.

I hereby attest that the authorized representative of UCCE Alameda County Partnership has gathered the necessary Tuberculosis certification documentation for the following individuals.

- Nelly Camacho
- Lorena Serna Nunez
- Mariela Wajler
- Leticia Christian
- Mercy Mumba
- Yolanda Silva
- Tuline Baykal
- Aixa Gannon
- Amy Pereira
- Anne Hamilton
- Beatrice Ross
- Deborah Churchill
- Devra Laner
- Joan Sarlatte
- Julia Walsh
- Kristin Papania
- Leslie Smith
- Margaret Wong
- Maureen Crossgrove
- Miriam Eisenhardt
- Miriam Spilman
- Nadine Ong
- Jeremy Pearson
- Susan Merriman
- Elizabeth Donegan

Best Regards,

Rachelle Ghadamy
Risk Analyst III
University California Agriculture and Natural Resources
Risk and Safety Services
2801 Second Street
Davis, CA 95618

X *Rachelle Ghadamy*

Rachelle Ghadamy
Risk Analyst