

Board Office Use: Legislative File Info.	
File ID Number:	14-0809
Introduction Date:	05/28/2014
Enactment Number:	14-0875
Enactment Date:	5/28/14



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, Thriving Students

# Memo

**To:** Board of Education  
**From:** GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent  
**Board Meeting Date:** 05/28/2014  
**Subject:** Professional Service Contract  
**Contractor:** Zachary Reidman of Berkeley, CA  
**Services for:** 922-COMPLEMENTARY LEARNING

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Zachary Reidman, Berkeley, CA, for the latter to provide: Independent contractor Zack Reidman is being hired to expand a community garden at OUSD's International High School at 4521 Webster St. Mr. Reidman will coordinate with bilingual community navigators (Karen/English, Karenni/English, and Nepali/English) to support newcomer refugee families with garden plots and affiliated programming and will coordinate and consult with FSCP staff member Nate Dunstan. Mr. Reidman will oversee family outreach and "on-boarding", building of the garden beds, planting, necessary materials and donations, and the development and implementation of a garden based ELD and health curriculum. Refugee families who participate in the garden will have a plot of rich soil to grow their own food and work with their family and others from the community. They will practice and improve their English and increase their comfort and experience interfacing with OUSD staff and an OUSD building which, in

**Background:**  
 (A one paragraph explanation of why the consultant's services are needed.)

Independent contractor, Zack Reidman, has experience starting refugee community gardens in Oakland that provide healthy, productive, safe spaces for immigrant families to grow their own food, utilize their skills, build cross cultural friendships, and strengthen cross generational ties. In addition to focusing on healthy activities and growing healthy food, the community gardens will incorporate a garden based ELD curriculum, as well as a school-connectedness component that will serve to better connect newly resettled linguistically isolated refugee families to their children's education. Combining healthy activities, productive gardening, ELD, and educationally focused activities will allow the participating families to build important connections to their new community and build important skills to support their children's education and adjustment to the U.S. This program will have a positive impact on the social, emotional and physical health, academic success, and acculturation of participating families.

**Discussion:**  
 (QUANTIFY what is being purchased.)

Independent contractor Zack Reidman is being hired to expand a community garden at OUSD's International High School at 4521 Webster St. Mr. Reidman will coordinate with bilingual community navigators (Karen/English, Karenni/English, and Nepali/English) to support newcomer refugee families with garden plots and affiliated programming and will coordinate and consult with FSCP staff member Nate Dunstan. Mr. Reidman will oversee family outreach and "on-boarding", building of the garden beds, planting, necessary materials and donations, and the development and implementation of a garden based ELD and health curriculum. Refugee families who participate in the garden will have a plot of rich soil to grow their own food and work with their family and others from the community. They will practice and improve their English and increase their comfort and experience interfacing with OUSD staff and an OUSD building which, in turn, will increase their comfort interacting with their child's school. Finally, they will be able to spend a significant amount of time outside each week, taking part in a healthy, productive activity that will benefit their family in a variety of ways.

Board Office Use: Legislative File Info.	
File ID Number:	14-0809
Introduction Date:	05/28/2014
Enactment Number:	14-0872
Enactment Date:	5/28/14



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

**Fiscal Impact:** Funding resources below not to exceed \$9,000.00

\$9,000.00 REFUGEE CHLD SUPP ASSTNCE PROG

**Attachments:** Professional Services Contract including Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	14-0809
Introduction Date	05/28/2014
Enactment Number	14-0872
Enactment Date	5/28/14



OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 10/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 08/15/2014.

- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Nine thousand Dollars (\$9,000.00) [per fiscal year], at an hourly billing rate not to exceed \$40.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements

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

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

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.

**5. CONTRACTOR Qualifications / Performance of Services:**

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

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

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.

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

**OUSD Representative:**

Name: BARBARA MCCLUNG  
Site /Dept.: 922-COMPLEMENTARY LEARNING  
Address: 746 Grand Ave  
Oakland, CA 94610  
Phone: 510 273 1661

**CONTRACTOR:**

Name: Zachary Reidman  
Title: Owner  
Address: P.O. Box 2907  
Berkeley, CA 94702  
Phone: 510-851-1621

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

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

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

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

Check one of the boxes below:

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

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

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

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

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

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.





Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

24. **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.epls.gov/eplsearch.do>)

25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **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.

28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. **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.

30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

MARIA SANTOS

04/11/2014

Zachary Reidman

04/22/2014

President, Board of Education

Date

Contractor eSignature

Date

Superintendent or Designee

Secretary, Board of Education

Date

Zachary Reidman, Owner

Print Name, Title







## SCOPE OF WORK

Independent contractor Zack Reidman is being hired to expand a community garden at OUSD's International High School at 4521 Webster St. Mr. Reidman will coordinate with bilingual community navigators (Karen/English, Karenni/English, and Nepali/English) to support newcomer refugee families with garden plots and affiliated programming and will coordinate and consult with FSCP staff member Nate Dunstan. Mr. Reidman will oversee family outreach and "on-boarding", building of the garden beds, planting, necessary materials and donations, and the development and implementation of a garden based ELD and health curriculum. Refugee families who participate in the garden will have a plot of rich soil to grow their own food and work with their family and others from the community. They will practice and improve their English and increase their comfort and experience interfacing with OUSD staff and an OUSD building which, in turn, will increase their comfort interacting with their child's school. Finally, they will be able to spend a significant amount of time outside each week, taking part in a healthy, productive activity that will benefit their family in a variety of ways.

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***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 922-COMPLEMENTARY LEARNING**

**Principal / Department Head: BARBARA MCCLUNG**

**Contractor Name: Zachary Reidman**

**Business Name: Zachary Reidman**

**Contract Type: Standard**

**Anticipated Start Date: 10/01/2013**

**Contract End Date: 08/15/2014**

**Rate Type: HOURLY**

**Contract Amount: \$9,000.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: NA**

**Waiver-Reduction Type: \$1,000,000 Required**

**Other Reduction Amount: NA**

**Approval Date:**

**Approved by Deputy Superintendent**

**Billing Waiver Status: NA**

**Approval Date:**

**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**

## Zack Reidman

### EXPERIENCE

**2012-Present**                      **International Rescue Committee**                      **Oakland, CA**  
*New Roots Program Coordinator*

- Develop and coordinate New Roots Programming in collaboration with Executive Director

**2011-Present**                      **Oakland Unified School District**                      **Oakland, CA**  
*Refugee and Asylee Students Assistance Program Garden Coordinator*

- Provide logistical support and coordinate garden development and curriculum implementation with newcomer families

**2011-Present**                      **Oakland International High School**                      **Oakland, CA**  
*Health and Wellness Program Consultant and Instructor*

- Support design and implementation of urban agriculture program
- Coordinate and teach school-year and summer gardening program with youth and adults
- Facilitate and develop inter-organizational programming

**2010-Present**                      **Community Health for Asian Americans**                      **Oakland, CA**  
*Community Agriculture Program Coordinator*

- Coordinate and manage the construction and maintenance of multiple community gardens with new immigrant/refugee communities
- Develop partnerships with multiple CBOs and project partners
- Coalition building, grant writing, volunteer coordination, outreach, publicity

**2010-Present**                      **People's Grocery**                      **Oakland, CA**  
*Urban Farm Field Manager, Carpenter, and Projects Consultant*

- Oversee propagation and field production with a team of allies and volunteers
- Maintain farm infrastructure

**2010-2012**                      **Refugee Transitions**                      **Oakland, CA**  
*Tutoring Coordinator and Program Assistant*

- Co-coordinate Oakland International High School's afterschool tutoring program
- Assist volunteer coordinator and case-workers with programming
- Lead summer youth camp

**2010-2013**                      **Harbor House**                      **Oakland, CA**  
*Community and Youth Garden Coordinator*

- Coordinate a neighborhood community garden, orchard, and youth gardening program
- Oversee multiple volunteer groups and events

**2009-Present**                      **CoRooT - Communities Rooting Together**                      **Oakland, CA**  
*Founder/Coordinator*

- Develop and organize an urban agriculture initiative with recent immigrant/refugee communities.
- Organize community and backyard garden projects in collaboration with gardeners, volunteers, land owners, and CBOs

**2008-2009**                      **Berkeley English Academy**                      **Berkeley, CA**





