

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	21-1487
Introduction Date	6/23/21
Enactment Number	21-1157
Enactment Date	6/23/2021 er



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera

**Meeting Date** June 23, 2021

**Subject** Professional Services Agreement UCAN – No Cost - The Regents of the University of California, on behalf of its UC Agriculture and Natural Resources and its UC Cooperative Extension – Alameda County - Community Partnerships - Community Schools and Student Services Department

**Ask of the Board** Approval by the Board of Education of Professional Services Agreement UCAN – No Cost between the District and The Regents of the University of California, on behalf of its UC Agriculture and Natural Resources and its UC Cooperative Extension – Alameda County, Oakland, CA, for the latter to provide the CalFresh Healthy Living, UC Nutrition Education Program, the UCCE Expanded Food and Nutrition Education Program (EFNEP), and the UCCE Alameda Master Gardener Program (MGP), for the period of June 1, 2021 through May 31, 2024, at no cost to the District.

**Background** CalFresh Healthy Living, UC is a statewide nutrition education program serving individuals and families eligible/receiving Supplemental Nutrition Assistance Program SNAP-Ed benefits. The program is funded by USDA through an inter-agency agreement with the California Department of Social Services (CDSS). The University of California Cooperative Extension (UCCE) local offices deliver the program and collect information required for federal reporting and evaluation. The UCCE Expanded Food and Nutrition Education Program (EFNEP) addresses the nutrition education needs of youth and adults from limited income families. The UCCE Alameda Master Gardener Program (MGP) supports core OUSD Nutrition and Gardening initiatives by providing nutrition education, and gardening education and maintenance.

**Discussion** No cost to OUSD for services. No costs to parents or students.

**Fiscal Impact** Funding resource(s): No fiscal impact

**Attachment(s)**

- Professional Services Agreement UCAN – No Cost

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

## PROFESSIONAL SERVICES AGREEMENT UCAN – NO COST

This Professional Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

Full Name of Vendor **The Regents of the University of California, on behalf of its UC Agriculture and Natural Resources and its UC Cooperative Extension – Alameda County**

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):

Start Date **June 1, 2021**

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):

End Date **May 31, 2024**

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to

continue.

3. **Alignment.** 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.
4. **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 records or other 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.
5. **Enrichment Provider Database/Other Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided, except for personally identifiable information for student participants. For example, VENDOR can provide OUSD with data about schools services are provided at, number of students reached, demographic information per class, et cetera. Unless OUSD communicates to VENDOR in writing otherwise, VENDOR shall register with and maintain current information within OUSD’s Enrichment Provider database. 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.
6. **Confidentiality and Data Privacy.**
  - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR’s agents, personnel, employee(s), and/or subcontractor(s) 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. If VENDOR will access or receive student data in connection with

this Agreement, it agrees to do so only after executing the [California Student Data Privacy Agreement](#) (“CSDPA”), which shall be incorporated by reference into this Agreement upon execution. All confidentiality requirements, including in the CSDPA, extend beyond the termination of this Agreement.

7. **Copyright/Trademark/Patent/Ownership.** Intentionally omitted.
8. **Compensation.** VENDOR agrees to provide the Services at no cost to OUSD. However, OUSD understands and acknowledges that VENDOR shall impose the following costs on families and students:  

Family/Student Costs Imposed by VENDOR	<b>None.</b>
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9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **Termination.**
  - a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without 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.
  - b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement 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. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
  - c. 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. Cause 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 or Deputy may issue the termination notice without 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 the correction are made.

d. Intentionally omitted.

11. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

**OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 300  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: ousdlegal@ousd.org

**VENDOR**

Name: **Frank McPherson**  
Title: **UCCE SF Bay Area Regional County Director**  
Address: **224 W Winton Ave, Suite 134**

City, ST Zip:  **Hayward, CA 94544**

Phone:  **(925) 608-6674**

Email:  **fmcpherson@ucanr.edu**

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. VENDOR understands and agrees that it and any and all of its employees 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's employees.
- 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 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 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 and Training.**

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed 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 law, code, rule, regulation, and/or ordinance. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents 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, if VENDOR

was selected, at least in part, on such representations and warrants.

14. **Certificates/Permits/Licenses/Registration.** VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
15. **Insurance.**
  - a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, 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 for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. 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 of this Agreement). 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.
  - b. **Workers' Compensation Insurance.** VENDOR 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 (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.



16. **Testing and Screening.**

- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, **VENDOR** is required to screen employees who will be working at OUSD sites for more than six hours. **VENDOR** agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, **VENDOR** agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she 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 the agent to the examination instead of the risk assessment.
- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, **VENDOR** is required to fingerprint and conduct a criminal background investigation in accordance with Education Code section 45125.1 and, through its execution of this Agreement, **VENDOR** certifies its compliance with these provisions as follows:

*VENDOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all VENDOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Workers") regardless of whether those Workers are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of VENDOR, who may have contact with OUSD pupils in the course of providing Services pursuant to this Agreement, and the California Department of Justice has determined that none of those Workers has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR has also received and reviewed fingerprint results for each Worker and VENDOR has requested and reviewed subsequent arrest records for all Workers who may come into contact with OUSD pupils in providing services to OUSD under this Agreement.*

**VENDOR** can certify its compliance with the requirements of this Section 16.b. but cannot provide personally identifiable information (i.e., specific fingerprinting records or criminal background investigation results) for **VENDOR's** Workers to

OUSD. Notwithstanding this certification, VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD shall provide VENDOR with an incident report describing the basis or explanation for the removal request, upon VENDOR's request.

**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. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, 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 by email to the individual identified in the Notice section below. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the 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. Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. VENDOR agrees to notify OUSD via email pursuant to Paragraph 12 (Legal Notices) in compliance with the requirements of the California Occupational Safety and Health Standards Board's Code of Regulations, Title 8, Section 3205, if VENDOR or any employee, subcontractor, agent, or

- representative of VENDOR tests positive for COVID-19 or reports to VENDOR possible COVID-19 exposure.
- c. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing.
  - d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
19. **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.
20. **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, 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.
21. **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.
22. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement.

23. **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.
24. **Conflict of Interest.**
- a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
  - b. VENDOR affirms to the best of his/her/its knowledge, 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 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.
  - 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 notify OUSD in writing.
25. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, 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 contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
26. **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.

**27. 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, VENDOR, 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, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“VENDOR 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 OUSD’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 OUSD, its officers, employees, or agents. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

28. **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 of this Agreement and for three (3) years after the End Date. 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 records and other data related to 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.
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 Professional Services Contract, the terms and provisions of this Professional Services Contract 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.** Section and 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. **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.
38. **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), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
39. **Contract Contingent on Governing Board Approval.** 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, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLACK



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

**VENDOR**

Name: Wendy Powers

Signature: Wendy Powers  
Digitally signed by Wendy Powers  
Date: 2021.05.14 12:48:10 -0700

Position: Associate Vice President, UC ANR

Date: \_\_\_\_\_

**OUSD**

Shanthi Gonzales

Name: Click or tap here to enter text.

Signature: 

President

Position: Click or tap here to enter text.

Date: 6/24/2021

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education

Date: 6/24/2021

Approved as to form by OUSD Staff Attorney Joanna Powell on 5/13/2021.



## EXHIBIT A

- 1A. **General Description of Services to be Provided:** *This includes the intended outcomes, relevant information on all programs, projects, and services, and the specific the site(s) for each program, project, or service.*

**Add General Description of Services** **Cal Fresh Healthy Living: See site directory, attached as Exhibit “B”. EFNEP: Youth program at Lincoln Elementary. Adult program varies year to year, target is low-income adults with children in home. Master Gardener Program: See MGP site list, attached as Exhibit “C”.**

- 1B. **Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

No, services would not be able to continue.

Yes, services would be able to continue as described in 1A.

Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

**Add Description of Different Services** **In the event of school closure, VENDOR can still provide most educational services remotely during instructional time.**

2. **Waivers (Completed by OUSD Only):** *OUSD has waived the following:*

Commercial General Liability Insurance

Tuberculosis Screening

Fingerprinting/Criminal Background Investigation

## EXHIBIT B

### **CalFresh Healthy Living, UC (CFHL) and Oakland Unified School District (OUSD) Early Childhood Education (ECE) Memorandum of Understanding**

**Program Description:** CalFresh Healthy Living, UC is a statewide nutrition education program serving individuals and families eligible/receiving Supplemental Nutrition Assistance Program SNAP-Ed benefits. The program is funded by USDA through an inter-agency agreement with the California Department of Social Services (CDSS). The University of California Cooperative Extension (UCCE) local offices deliver the program and collect information required for federal reporting and evaluation.

**Goal and Objectives:** The goal of the CalFresh Healthy Living, UC Nutrition Education Program is to “improve the likelihood that persons eligible for SNAP-Ed will make healthy food choices (consistent with the current Dietary Guidelines for Americans) on a limited budget, and choose physically active lifestyles.” The objectives of the MOU with the Oakland Unified School District (OUSD) are to:

- Help promote a healthy lifestyle among CFHL eligible preschool children and their families to help reduce the rate of early childhood obesity.
- Support, endorse, and promote, activities agreed upon, relevant to OUSD ECE CalFresh Healthy Living, partnership at 28 sites.
- Support the ECE Director, site administrators, and teachers, to continue all UCCE curricula as the official OUSD ECE Health and Wellness curricula.
- Train OUSD ECE new teachers/extenders, and provide refresher training on all aspects of delivering the CFHL curricula, evaluations, and reporting requirements for federal compliance.
  - Go Glow Grow
  - Coordinated Approach to Childhood Health- ECE
  - Grow it! Try it! Like it! (for sites with gardens)
- Provide technical support, curricula and materials to all school sites implementing the approved UCCE curricula listed above.
- Use evidence-based curricula to deliver workshops and series-based classes:
  - Eating Smart Being Active
  - Healthy Happy Families
  - Making Every Dollar Count
  - Choose Healthy Beverages
  - My Plate for My Family
- Work with site administrators to identify playgrounds eligible for stencils, and provide support to all sites, including paint, stencils and some labor.
- Share relevant resources, information and expertise to achieve the goal and objectives of the partnership agreement - networking/referrals, potential partner agencies, and collaborators.

(see following page)

## **UCCE Expanded Food and Nutrition Education Program (EFNEP) Scope of Work for OUSD**

UCCE is a public outreach arm of the University of California. The UCCE Expanded Food and Nutrition Education Program (EFNEP) addresses the nutrition education needs of youth and adults from limited income families. We collaborate with teachers to offer nutrition education in their classrooms using research-based curriculum. We also offer direct education to parents, especially those with young children. In our youth EFNEP program, students are choosing healthier foods, increasing their physical activity level, and demonstrating improved food safety skills. In our adult EFNEP program, we see positive behavior change in nutrition, food resource management, and food safety practices.

### **UC agrees to provide:**

- UCCE research-based curriculum
- Direct delivery of six interactive lessons by UCCE Nutrition Educators per classroom
- Nutrition education materials on loan
- Family newsletters (English/Spanish/Chinese)
- Direct delivery of a 8 lesson parent nutrition education series by UCCE Nutrition Educators
- Program outcome data
- Live and recorded lessons using evidence-based curricula

For more information contact:

Marisa Neelon, Nutrition, Family & Consumer Sciences Advisor

UCCE-Contra Costa & Alameda County

925-608-6681

[mqneelon@ucanr.edu](mailto:mqneelon@ucanr.edu)

## **EXHIBIT C**

### **UCCE Alameda Master Gardener Program (MGP) OUSD Scope of Work**

- Mentor Food Corps Service Members and Garden Stewards through the academic year, including an initial garden assessment at school site and ongoing garden questions
- Deliver monthly educational talks on garden topics, to be mutually agreed with the OUSD Garden Coordinator
- Provide monthly garden tips via email
- Provide team leaders for school garden service days
- Provide school appropriate seedlings for school gardens
- Follow University of California's Division of Agriculture and Natural Resources practices for pest control using integrated pest management (IPM)

For more information, please contact:

Dawn Kooyumjian  
UC Master Gardener Program Coordinator – Alameda and Contra Costa Counties

UC Cooperative Extension  
2380 Bisso Lane, Suite B  
Concord, CA 94520  
925-608-6682  
dakooyumjian@ucanr.edu  
<http://ccmg.ucanr.edu/>

No. ANR 1108  
This Certificate is issued to:  
Oakland Unified School District  
1000 Broadway, Suite 300  
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. <b>ERRORS &amp; OMISSIONS (Non-Medical)</b> Each Occurrence	\$1,000,000.00
II. <b>SPECIAL TERMS &amp; CONDITIONS:</b>	
1. This certificate is issued in connection with ANR 106 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 June 1, 2021 through May 31, 2023.	
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: April 27, 2021

CERTIFICATES EXPIRES: June 1, 2023



AUTHORIZED SIGNATURE

Linda Harris

Risk Services Analyst

Division of Agriculture & Natural Resources

No. ANR 106 2020/21  
 This Certificate is issued to:  
 Oakland Unified School District  
 1000 Broadway, Suite 300  
 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
<b>I. GENERAL LIABILITY:</b> Each Occurrence Products and Completed Operations Aggregate Personal and Advertising Injury General Aggregate (Bodily Injury & Property Damage)	\$1,000,000.00 \$2,000,000.00 \$1,000,000.00 \$2,000,000.00
<b>II. AUTOMOBILE LIABILITY:</b> Vehicles owned, Non-owned and Hired	\$1,000,000.00 each occurrence
<b>III. SPECIAL TERMS &amp; CONDITIONS:</b>  1. Oakland Unified School District, its officers, agents, and employees are hereby named as additional insured but only in connection with ANR 106 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 June 1, 2021 through May 31, 2023. Specific times, dates and activities which invoke this certificate must be attached to the certificate in order to be covered. This provision shall apply to all claims, costs, injuries, or damages, but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of the Regents of the University of California, its officers, agents, or employees.  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 act 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.  3. Attached is a 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.	

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: April 27, 2021

  
 \_\_\_\_\_  
 AUTHORIZED SIGNATURE  
 Linda Harris  
 Risk Services Analyst  
 Division of Agriculture & Natural Resources

CERTIFICATES EXPIRES: January 1, 2024

## UNIVERSITY OF CALIFORNIA

### PROOF OF SELF-INSURANCE COVERAGE

The Regents of the University of California are often requested by outside parties to provide evidence of the University's self-insurance coverage in conjunction with agreements and contracts negotiated by its employees on UC campuses and medical centers. Examples of situations where the University may be required to provide evidence of insurance include:

- Using an off-campus location to host an event, ceremony, athletic event, theatre production, practice space, job fair, educational outreach event, etc.
- Leasing or renting equipment, motor vehicle(s), or real estate
- Research grant sub-awards
- Affiliation (non-healthcare/medical related) and Professional Services Agreements

The University of California self-funds its liability exposures, so does not issue individual certificates of insurance. The UC Office of Risk Services has developed a Certificate of Self-Insurance Coverage document (COC) to illustrate the self-funded retention levels maintained for each liability program. The COC is available on-line for use by entities conducting business with the university as evidence of the self-funded retention levels, coverage terms, and limits routinely requested. The self-insurance limits accepted in each specific written agreement or contract shall be the limits that apply should a loss arise, regardless of the limits provided in the on-line Certificate of Self-Insurance Coverage document.

The UC COC Site is solely for the use and benefit of the vendors and organizations which contract with the University of California and not for resale or other transfer to or use by or for the benefit of any other person or entity. You may print copies for use within your organization, provided that you do not modify the COC in any way, nor distribute any copies outside your organization. You may not use any of the University of California's names or marks in any manner that creates the impression such names or marks belong to or are associated with you or imply any endorsement by the University of California, and you acknowledge that you have no ownership rights in and to any of these names or marks. You will not use the Site, the information contained therein or any of the University's names or marks in unsolicited mailings or spam material. You may not link directly to the COC ("deep link") or bring up or present the COC or other content of this site within another web site ("frame").

Official Correspondence must be sent via postal mail to:

Chief Risk Officer  
Office of Risk Services  
Office of the President  
University of California  
1111 Franklin St., 10th Floor  
Oakland, CA 94607-5200  
510-987-9832  
RiskServices@ucop.edu

Please contact the local Risk Manager at the specific University of California location where you are contracting if you have insurance coverage questions:

- Campus Risk Managers Directory
- Hospital Risk Managers Directory



# CERTIFICATE OF SELF-INSURANCE COVERAGE

Date: June 23, 2020

**PRODUCER/INSURED**  
 The Regents of the University of California  
 Office of the President  
 Office of Risk Services  
 1111 Franklin St., 10<sup>th</sup> Floor  
 Oakland, CA 94607-5200  
 510-987-9832

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

COMPANY LETTER <b>A</b> <b>The Regents of the University of California</b>	PARTICIPATION <b>100 %</b>
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**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. THE REGENTS' SELF FUNDED RETENTION IS AT LEAST THE LIMITS LISTED BELOW.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	Self-Insured	July 1, 2020	July 1, 2021	GENERAL AGGREGATE \$ Not applicable PRODUCTS-COMP/OP AGG \$ 5,000,000 PERSONAL & ADV INJURY \$ 5,000,000 CONTRACTUAL LIABILITY \$ 5,000,000 PROFESSIONAL LIABILITY \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	Self-Insured	July 1, 2020	July 1, 2021	COMBINED SINGLE LIMIT \$ Not applicable BODILY INJURY (PER PERSON) \$ 2,500,000 BODILY INJURY (PER ACCIDENT) \$ 2,500,000 PROPERTY DAMAGE \$ 2,500,000
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> FIRE & EXTENDED PERILS	Self-Insured	July 1, 2020	July 1, 2021	EACH OCCURRENCE \$ 7,500,000 AGGREGATE \$ Not applicable \$
A	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>	Self-Insured	July 1, 2020	July 1, 2021	STATUTORY LIMITS EACH ACCIDENT \$ As required by California Law DISEASE - POLICY LIMIT \$ As required by California Law DISEASE - EACH EMPLOYEE \$ As required by California Law

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**ADDITIONAL COVERED PARTY- AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY** See Attached

**LOSS PAYEE - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO PROPERTY COVERAGE**

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

Oakland Unified School District  
 1000 Broadway, Suite 300  
 Oakland, CA 94607

**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:



CHERYL A. LLOYD, AVP & CHIEF RISK OFFICER



# University of California Agriculture and Natural Resources

## Agency Clearance Letter

To Whom It May Concern:

This letter is an assurance that all Alameda County University of California Cooperative Extension program personnel/volunteers entering schools and/or interacting with students (including virtual contact) within Oakland Unified School District have completed the following requirements:

- All personnel/volunteers have been screened for tuberculosis as per the California School Employee Tuberculosis Risk Assessment Questionnaire.
- All personnel/volunteer fingerprints are cleared by CA DOJ and FBI through CA Live Scan with Subsequent Arrest Notifications (SAN).

### UCCE Staff

- Jennifer Ferreira
- Leah Sourbeer
- Yolanda Silva
- Haley Kerr
- Leticia Christian
- Dawn Kooyumjian
- Tuline Baykal

### UCCE Volunteers

- Devra Laner
- Sue Merriman
- Aixa Gannon
- Margaret Wong
- Hugh Globerson
- Sylvia Hurdle
- Elizabeth Donegan
- Kristin Papania
- Jennifer Cardoza

The information I have provided is true and correct to the best of my information and belief. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Frank McPherson, UC ANR Bay Area Regional Director  
Cooperative Extension-Alameda County  
224 W Winton Ave  
Hayward, CA 94544