

Board Office Use: Legislative File Info.	
File ID Number	14-0384
Introduction Date	2/26/14
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
Gary Yee Ed.D., Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date _____
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
Nancy Deming Oakland CA (Contractor, City/State) -
991/Nutrition Services (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Nancy Deming.
Services to be primarily provided to 991/Nutrition Services for the period of 11/01/2013 through 06/30/2014, in an amount not to exceed \$ 36,599.00.

Background
A one paragraph explanation of why an amendment is needed.

Approximately 75% of all garbage produced at schools is associated with the meal program. One of Nutrition Services goals is to reduced the amount of waste produced by the meal program that goes into the landfills. This will in turn reduced garbage related costs for schools and the District as a whole.

Discussion
One paragraph summary of the amended scope of work.

Ms. Deming will, based on her expertise of waste reduction and working with Custodial Services for their Green Gloves Initiative, provide services that include, organization and expansion of leftover meal donations as well as food scrap recycling. Ms. Deming with also provide professional development for Nutrition Services staff on these initiatives.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Nancy Deming.
Services to be primarily provided to 991/Nutrition Services for the period of 11/01/2013 through 06/30/2014, in an amount not to exceed \$ 36,599.00.

Fiscal Impact Funding resource name (please spell out) Nutrition Services
not to exceed \$ 36,599.00

Attachments

- Contract Amendment
- Copy of original contract

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Nancy Deming (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on November 1, 2013, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work has changed. ONLY the funding source has changed.

If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended services:

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.

If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.

3. **Compensation:** The contract price is unchanged. The contract price has changed.

If the compensation has changed: The contract price is amended by

Increase of \$ 36,599.00 _____ to original contract amount

Decrease of \$ _____ to original contract amount

and the new contract total is Forty four thousand five hundred ninety nine dollars (\$44,599.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]
 President, Board of Education
 Superintendent or Designee

_____ Date

Edgar Rakostraw, Jr., Secretary
Board of Education

_____ Date

CONTRACTOR

[Signature] 11/25/13
Contractor Signature Date

Nancy Deming
Print Name, Title Sustainability Initiatives Program Manager

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Ms. Deming will, based on her expertise of waste reduction and working with Custodial Services for their Green Gloves Initiative, provide services that include, organization and expansion of leftover meal donations as well as food scrap recycling. Ms. Deming with also provide professional development for Nutrition Services staff on these initiatives.

SCOPE OF WORK

Nancy Deming will provide a maximum of 732.00 hours of services at a rate of \$ 50.00 per hour for a total not to exceed \$ 30,599. Services are anticipated to begin on 11/01/2013 and end on 06/30/2014.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

- Continued implementation of Green Gloves program throughout kitchens.
Work with current Green Gloves programs to ensure compliance.
Continued implementation of Food Donation programs.
Provide training for Nutrition Services employees on Sustainability Measures.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

- 1. Fifteen more cafeterias will have implemented Green Gloves Program,
2. Five more kitchens will have implemented Green Gloves Program.
3. Five to ten more schools have started Food Donation Program.
4. 100 hours of training completed for Nutrition Services staff.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____

 - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

Data Pass - Exec Office

School Year:	2013-2014
Requisition Number:	R0403239
Requisition Amount:	8000
Requisition Amount: (Currency)	\$8,000.00
Scope of Work Attachment:	Nancy Deming SOW.pdf
VendorID:	1005362
Contractor GUID:	330b34f0-1b6a-4c6e-80b3
Region Name:	
Dept Head Site Name:	991-FOOD SERVICES
Are Funds Restricted: (0=NO; 1=Yes)	0
PDH ContactGUID:	84e8529c-acaa-463b-bc8f

An asterisk () indicates a required field.*

AMENDMENT ROUTING FORM

2013-2014

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

- Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work has changed. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
- OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<input checked="" type="checkbox"/> Contract amendment packet including Board Memo and Amendment Form
	<input type="checkbox"/> Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
	<input checked="" type="checkbox"/> A Board Approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (Required) Jennifer LeBarre

Contractor Information

Contractor Name	Nancy Deming	Agency's Contact					
OUSD Vendor ID #	1005362	Title	Owner				
Street Address	3075 California St.	City	Oakland	State	CA	Zip	94602
Telephone	(510) 290-4875	Email	nancyldeming@gmail.com				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 8,000.00	Original PO Number	P1403352		
Amended Amount	\$ 36,599.00	New Requisition #	R0408005		
New Total Contract Amount	\$ 44,599.00	Start Date	11/01/2013	End Date	10/20/2014
Pay Rate Per Hour (Required)	50.00	Number of Hours (Required)	732.00		

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
1313	Nutrition Service	991-9827-301	5825	\$ 36,599.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	Site Administrator or Manager	Name	Jennifer LeBarre	Phone	5104343334	Fax	5104342259
	Site / Department	991/Nutrition Services					
2.	Signature					Date Approved	11/25/13
	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships						
3.	Signature					Date Approved	
	Regional or Executive Officer						
4.	Signature					Date Approved	
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations						Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000
5.	Superintendent or Board of Education	Signature on the legal contract					
Legal Required if not using standard contract	Approved				Denied - Reason	Date	
Procurement	Date Received				PO Number	P1403352	

Board Office Use: Legislative File Info.	
File ID Number:	13-2819
Introduction Date:	01/15/2014
Enactment Number:	14-0069
Enactment Date:	1-15-14 <i>Y</i>



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools. Thriving Students

Memo

To: Board of Education
From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: VERNON E HAL, Deputy Superintendent
Board Meeting Date: 01/15/2014
Subject: Professional Service Contract
Contractor: Nancy Deming of Oakland, CA
Services for: 991-FOOD SERVICES

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Nancy Deming, Oakland, CA, for the latter to provide: Continue implementation of Green Gloves programs in kitchens throughout District
 Work with existing Green Gloves programs to ensure compliance.
 Continue implementation of food donation programs.
 Provide training to Nutrition Services employees on Sustainability Measures. for the period of 10/18/2013 through 06/30/2014 in an amount not to exceed \$8,000.00.

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

OUSD has agreed to reduce landfill waste. Nearly 75% of the landfill waste is food related. These programs will allow us to meet these goals.

Discussion:
 (QUANTIFY what is being purchased.)

Continue implementation of Green Gloves programs in kitchens throughout District
 Work with existing Green Gloves programs to ensure compliance.
 Continue implementation of food donation programs.
 Provide training to Nutrition Services employees on Sustainability Measures.

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/epls/search.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

VERNON E HAL

11/18/2013

- President, Board of Education
- Superintendent or Designee

Date

Secretary, Board of Education

Date

1-15-14

Nancy Deming

11/18/2013

Contractor eSignature

Date

Nancy Deming, Owner

Print Name, Title

File ID Number: 13-2819

Introduction Date: 1-15-14

Enactment Number: 14-0069

Enactment Date: 1-15-14

By:

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File ID Number:	13-2819
Introduction Date:	01/15/2014
Enactment Number:	14-0069
Enactment Date:	11/15/14



OAKLAND UNIFIED SCHOOL DISTRICT

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Memo

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Board Meeting Date: 01/15/2014
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Contractor: Nancy Deming of Oakland, CA
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Enactment Date:	4/15/14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Fiscal Impact: Funding resources below not to exceed \$8,000.00

\$8,000.00 CHILD NUTRITION SCHOOL PROGRAM

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)

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Enactment Date	1/15/14



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Nancy Deming (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 10/18/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 06/30/2014.

- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eight Thousand Dollars (\$8,000.00) [per fiscal year], at an hourly billing rate not to exceed \$50.00 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.

- 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:

Professional Services Contract

OUSD Representative:

Name: JENNIFER LE BARRE
Site /Dept.: 991-FOOD SERVICES
Address: 900 High St.
Oakland, CA 94601
Phone: 510-434-3334

CONTRACTOR:

Name: Nancy Deming
Title: Owner
Address: 3075 California Street
Oakland, CA 94602
Phone: 510-290-4875

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/eplis/search.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

VERNON E HAL
 President, Board of Education
 Superintendent or Designee

Secretary, Board of Education
11/18/2013
Date
1-15-14
Date

Nancy Deming
Contractor eSignature
11/18/2013
Date
Nancy Deming, Owner
Print Name, Title

File ID Number: 13-2819
Introduction Date: 1-15-14
Enactment Number: 14-0069
Enactment Date: 1-15-14
By:

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Food Donation expanded to an additional 10-15 sites.

Green Gloves program expanded to additional 10-15 sites

Training for Nutrition Services employees during monthly manager meetings at at Green Gloves Symposiums

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:
(Check all that apply.)

- | | |
|--|--|
| <input type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP:** (no additional documentation required)

– Item Number(s): Not Applicable
No Restricted Funds

- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

OUSD Nutrition Services 2013-2014 Work Proposal



OUSD Nutrition Services Green Gloves and



OUSD Green Explorers Program

Continue implementing sorting system, procedures and education for cooking kitchens and staff~ Implement system for satellite kitchens~ routine site visits

Food donation further development till District wide

Fine tuning/maintenance/implementing

Professional development all staff meeting for why and how on food waste and prevention methods

Develop incentives and motivators, implement and maintain for staff

Coordinate and arrange for staff to present at local conferences

Maintain and update website Green Gloves and Facebook web pages

Continue developing standard written procedures for all sites

- Waste sorting system
- Waste monitoring and

Continue developing procedures write up/photos Nutrition Services Green Gloves

- Chose spot in kitchen/on green cardstock paper
- Display why and how
- Brief overview
- Waste chart
- Additional items can be added over time

Food for Thought-regular monthly entries

Breakfast in the Classroom waste sorting

Explore options for waste prevention-pilot options

Recess before Lunch program development

Menu System ~ School Cafeteria Education

i.e. Sandwich boards-Velcro laminated photo system

Nutrition Advisory Council ~ Waste Management Team Coordinator

Green Gloves Symposium

Fall meeting – overview, goal setting

Winter Symposium

Spring meeting – report out/celebration

District Sustainability meeting assistance-schedule reminders, agenda, minutes, follow-up

District Sustainability website development, request relevant information from various departments, enhancement and maintenance

Conferences and presentations, summits, outside organization meetings

School kit development

Research

Community Collaboration



ContractsOnline: Contract Waiver Summary

Site Number-Name: 991-FOOD SERVICES

Principal / Department Head: JENNIFER LE BARRE

Contractor Name: Nancy Deming

Business Name: Nancy Deming

Contract Type: Standard

Anticipated Start Date: 10/18/2013

Contract End Date: 06/30/2014

Rate Type: HOURLY

Contract Amount: \$8,000.00

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:

Nancy Deming
3075 California Street
Oakland, CA 94605

510-290-4875
nancyldeming@gmail.com

Objective

To serve the community by developing, educating, implementing and fostering sustainable initiatives that will effect positive changes to our environment.

Experience

Program Manager for Sustainability Initiatives, Custodial and Nutrition Services Department
Oakland Unified School District, Oakland, CA September 2011-present

- ~Assisting schools with individual site assessments to implement and improve waste reduction and sorting programs
- ~Developing a comprehensive school and district Green Gloves tool kit
- ~Leading Custodial and Nutrition Services Green Gloves Symposiums are developed to engage, inform and educate staff on the districts Green Gloves Program
- ~Organizing and creating a district wide food donation system for school cafeterias and kitchens
- ~Implementing compost and improved recycling in cooking kitchens
- ~Producing regular deliverables; including newsletters, resource guides, presentations, and reports
- ~Coordinating and collaborating within the district and with outside community partners to maximize on best practices, potential resources and team work
- ~Creating and branding districts developing program as the Green Gloves Program
- ~Grant writing to maintain and support program

Program Manager for CCCWA Waste Busters

HDR, Inc., San Francisco, CA June 2012-present

- ~Assisting school sites to implement and increase waste reduction and sorting programs
- ~Performing and leading school site waste audits with students
- ~Arranging and leading relevant field trips
- ~Advising and coordinating with school district custodial, nutrition and maintenance departments
- ~Overseeing and producing supportive deliverables

Program Manager for Waste Reduction Initiatives, Custodial Services Department
Oakland Unified School District (OUSD), Oakland, CA February 2011-June 2011

- ~Research and development for a waste reduction program for a district wide program
- ~Worked directly with assigned schools to create food scrap programs
- ~Co-lead Custodial Services Green Gloves Symposium
- ~Collaborated with OUSD Nutrition Services department on implementing waste sorting efforts
- ~Outreach and coordination with outside community organizations
- ~Grants written to support work

Sustainability Consultant, OUSD Feasibility Study ~Waste Management
Center for Ecoliteracy, Berkeley, CA

May 2011

- ~Observed elements in OUSD cafeterias around waste management issues
- ~Provided relevant details in a variety of areas
- ~Developed recommendations for how to avoid, reduce and divert waste

Sustainability initiatives ~ volunteer

Winter 2010-Winter 2011

Oakland Unified School District, Oakland, CA

- ~Baseline survey for individual schools~created survey, collaborated on survey effectiveness
- ~Green Gloves Custodian Symposium ~assisted in first OUSD custodian professional developmental day to encourage increased involvement with waste diversion emphasizing on food scrap recycling
- ~Involvement with OUSD Wellness, Garden, & Nutrition Advisory Councils
- ~Advised & provided recommendations that were incorporated in the first OUSD Vegetation Policy

Co-owner, Residential and commercial gardening & landscaping

Leaf it to Us, Oakland, CA

1997-Winter 2011

- ~Installation & maintenance with focus on creating sustainable gardens
- ~Developed new and maintained existing accounts and built strong client relationships
- ~Engaged clients for maximum involvement
- ~Hired and managed employees
- ~Ordered supplies and materials, created estimates and proposals, design garden installations/plans,
- ~Continued and increased education and knowledge on gardening and landscaping

Office Manager, landscape materials & supplies retailing

American Soil Products, Berkeley, CA

1994-1997

- ~Managed hiring, training, scheduling, & firing of staff, built strong customer service standards, initiated and developed employee procedure manual, conducted monthly staff meetings, coordinated with all departments, and introduced safety meetings for yard and office employees.

Previous Work Experience

The Nature Company, Smith & Hawken~resident Master Composter, I Love a Clean San Diego

Education

B.A., Geography emphasis in resources & environment

San Diego State University, San Diego, CA

May 1994

Additional Information

Keep Oakland Beautiful Board Member November 2010 to present

- ~Schools and Education Committee Chair
- ~Co-chair Great American Clean up yearly event, 2012 event hosted over 500 working volunteers

Center for Ecoliteracy ~Oakland Food Web, workshops and completed Leadership Academy

Urban farming~7 chickens, 3 bee hives, bathtub fish pond, 30+fruit trees, beneficial/pollinator plants, composting, and seasonal edibles

Mom~to an active 13 year old daughter



SOWISEE-01

MGRAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2013

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

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

PRODUCER Irene C. Herman Ins. Services 422 Presidio Ave San Francisco, CA 94115	CONTACT NAME: Matthew Gray PHONE (A/C, No, Ext): (415) 447-4212 E-MAIL ADDRESS: matt@ireneinsures.com	FAX (A/C, No): (415) 447-4181
	INSURER(S) AFFORDING COVERAGE	
INSURED Nancy Deming 6117 Hillmont Drive Oakland 94605	INSURER A: The Hartford Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	57SBMZ3181	2/14/2013	2/14/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder named as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 Department of Facilities Planning & Management
 955 High Street
 Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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