Board Office Use: Le	gislative File Info.
File ID Number	12-2523
Introduction Date	9-27-12
Enactment Number	12-2471,
Enactment Date	9-27-12 0



Memo

The Board of Education

From

Tony Smith, Ph.D., Superintendent

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

Board Meeting Date (To be completed by Procurement)

a/27/12

Subject	Professional Servi	ces Contract -		
	Jenny Huston	Oakland	CA	(contractor, City State)
		991/Nutrition Services		(site/department)
Action Requested	District and Jenny	Huston		tween Oakland Unified School
	09/04/2012	ided to <u>991/Nutrition Servic</u> through <u>06/30/2013</u>	ces	for the period of
Background A one paragraph explanation of why the consultant's services are needed.	in partnership with Alar Through this partnersh seasonally available pr Services features the H of HOM can move beyo	neda County Public Health D ip students at 37 schools reco oduce. In an effort to expand	epartment, eive educat d the reach enus. Reci ls. Huston i	of this program, OUSD Nutrition pes are needed so that the service is a chef with an extensive
Discussion One paragraph summary of the scope of work.		Recipes will be used for Child		Ms. Huston will develop recipes to ent Center and K-12 lunch and
Recommendation	District and <u>Jenny</u> be primarily prov			veen Oakland Unified School Services to for the period of
Fiscal Impact	Funding resource	name (please spell out) Nutri		
		not	to excee	d \$ <u>3.360.00</u>
Attachments		al Services Contract inc		
		t/Background Check Ce		
		al General Liability Insu	Irance Ce	rtification
		ng documentation		
	 Statement 	of qualifications		

www.ousd.k12.ca.us

Board Office Use: Legi	slative File Info.
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Enactment Date	9-27-124



PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Jenny Huston

(CONTRACTOR). 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:

- 1. Services: The 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 <u>09/04/2012</u>, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than <u>06/30/2013</u>.
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed <u>Three thousand three hundred and sixty</u> Dollars (\$3,360,00). 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: food for recipe development & student sampling

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the 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.

- 4. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - 1. Individual consultants:

Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.

Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.

Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.

2. Agencies or organizations:

Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.

- 6. 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.

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

OUSD Representat	ive:	CONTRACTOR:		
Name: Jennifer Le	Barre	Name: Jenny Huston		
Site /Dept.:	991/Nutrition Services	Title: Owner		
Address: 900 High	St.	Address: 350 Lester Ave.		
Oakland,	CA 94601	Oakland	CA	94606
Phone: (510) 434-3	334	Phone: (415) 235-9312		

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. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. 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: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
- 9. 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.

10. Insurance:

- 1. Commercial General Liability Insurance: 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

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

Rev. 4/11/12 v1

- 12. Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 13. Anti-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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, the 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.
- 14. 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, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 15. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 17. 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 the Agreement.
- 18. Termination: OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- Conduct of Consultant. CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 - 1. Tuberculosis Screening
 - 2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the Point and reviews who may come into contract with OUSD pupils in providing services to the Point and reviews that the Point and the Point of the Point of

Contractor initial:

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

- 20. 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.
- 21. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

- 22. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation 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.
- 23. Confidentiality. The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. 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.

- 25. 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.
- 26. 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.
- 27. Contract Contingent on Governing Board Approval: The District shall not be bound by the terms of this Agreement until it has been formally approved by the District'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.
- 28. 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.
- 29. 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.
- 30. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The prospective primary participant 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.epls.gov/epls/search.do)

Summary of terms and compensation:

Anticipated start date: 09/04/2012

Work shall be completed by: 06/30/2013

Total Fee: \$ 3,360.00

OAKLAND, UNIFIED SCHOOL DISTRICT President, Board of Education

Superintendent or Designee

Secretary, Board of Education

Edgar Rakestraw, Jr., Secretary

Date

ontractor Signature

Jenny Huston Print Name, Title

Owner

File ID Number: Introduction Date: 9 Enactment Number: 10 Enactment Date: 9-3 By:

Rev. 4/11/12 v1

Certified:

Board of Education

Page 4 of 6

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is <u>not</u> 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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

Based on HOM schedule for November 2012-November 2013, Ms. Huston will develop recipes to scale for these items. Recipes will be used for Child Development Center and K-12 lunch and K-12 supper programs.

SCOPE OF WORK

Jenny Huston ______ will provide a maximum of <u>42.00</u> hours of services at a rate of <u>\$80.00</u> per hour for a

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.

see attached

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.

Develop 12 recipes for HOM produce for the period of November 2012-November 2013. Test recipes with students and make adjustments based on feedback. Scale recipes for use in cooking & central kitchens.

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

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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.



Jenny Huston, MA, CEC, CDM, CFPP Farm to Table Food Services 350 Lester Ave. Oakland, CA 94606 415.235.9312 http://www.farmtotableservices.com/ chefjennyhuston@yahoo.com

June 22, 2012

Jennifer LeBarr Oakland Unified School District 900 High St. Oakland, CA 94601-4405 Re: Harvest of the Month Recipe Development Scope of Work

Scope of Services

Oakland Unified School District (OUSD) has been working to establish their Farm to School Program for the district. One aspect of OUSD's Farm to School program is the *Oakland Eats Garden Fresh*, and the Harvest of the Month program, which introduces seasonal fresh produce to students in the classroom. Including classroom events, cooking demonstrations, school garden activities, as well as seasonal produce tastings. Another aspect to this program is developing recipes utilizing the Harvest of the Month products in the cafeterias of OUSD.

Task List

- 1. Develop recipes for each of the Harvest of the Month products for December 2011 through December 2012
- 2. Scale each recipe to serve 100 students

Prepared by Jenny Huston for Oakland Unified School District Nutrition Services June 22, 2012

Month	2011 - 2012
September	Avocado
October	Pumpkin –
	seeds
November	Pear
December	Dried Fruit
January	Cooked
	Greens
February	Cabbage
March	Orange
April	Carrot
May	Berries – Blue
June	Salad Greens
July	Grapes
August	Cantaloupe

Deliverables

- 1. Recipes for use in the classroom, serving 10
- 2. Recipes for use in OUSD Nutrition Services, serving 100

Estimated Hours

- 1. Estimated 2 hours for each of 12 recipe research and production, total of 24 hours
- 2. Estimated 1.5 hours for scale up of each of 12 recipes, total of 18 hours

Total Estimated Hours: 42 hours at \$80.00 per hour is \$3,360.00

Invoicing

- 1. All hours will be invoiced at the time of submission of all deliverables
- Statement of Terms: Payment in full is due upon Clients receipt of the final invoice. Client agrees to pay 2% late payment charge per month on any balance due after 30 days. Returned checks will be charged an additional \$50.00 for each occurrence.

Prepared by Jenny Huston for Oakland Unified School District Nutrition Services June 22, 2012

EPLS

Excluded Parties List System

Search Results Excluded By Individual : Jenny huston as of 06-Jul-2012 5:58 PM EDT

Your search returned no results.

JENNY HUSTON, MA, CEC, CDM, CFPP

350 Lester Ave., Oakland, CA 94606 415-235-9312 • chefjennyhuston@yahoo.com

Nutrition and Operations Executive Chef

Award winning, masters educated, **Certified Executive Chef; Program Development and Management; Culinary Educator** with over 30 years of broad ranging professional, consulting, and teaching experience in San Francisco and New York. Research, development, design, implementation and administration of projects including nutrition and culinary education programs, food services program operations and administration, farm to institution, for nonprofit and social service organizations.

Leverage nutrition, food sciences, cost efficiencies, and resourceful service delivery model to create nutritious, full-scale projects on modest budgets. Full range of business, finance, and operations experience with expertise managing operations and training up to 50 kitchen / service staff, administering budgets up to \$2 million, equipment procurement, and vendor relations. Experience generating cost savings in excess of \$250,000 per year.

Over 25 years of project management experience researching, implementing and administering institution food services programs, procurement of local and sustainable food products, and from scratch production. Trained under and worked with chefs including PATRICE BOULOUD, THOMAS KELLER, ALICE WATERS, JOYCE GOLDSTEIN, JEREMIAH TOWERS, and PATTY UNTTERMAN.

Ancillary community food development and controls experience with food budgets of \$1.7 million and equipment budgets of \$300,000 at seven concurrent facilities.

AREAS OF EXPERTISE -

Operations	In Service Program Development	Nutrition & Culinary Training
Cost Management	Menu Design	Performance Management
Quality Assurance	Recipe/Product Development	Budgeting & Payroll
Capacity Planning	Nutrition & Food Sciences	Project Management

EDUCATION -

Master of Arts, Food Studies, 2004 New York University, New York, NY

- MARIAN NESTLE, PH.D. Department Chair, professor (Food Politics, Food Safety, What to Eat)
- Focus: food and nutrition economics, policy, and food systems
- Thesis: The Food System of Afghanistan

Bachelor of Science, Dietetics & Food Sciences, 2002 (Minor Chemistry) Bachelor of Science, Hospitality Management, 2002 (Minor Business) San Jose State University, San Jose, CA

Focus: food biochemistry, dietetics and nutrition; business development and forecasting, project management

Diploma, 1979 California Culinary Academy San Francisco, CA

AWARDS -

Finalist, Legume Division, Recipes for Healthy Kids USDA and Michelle Obama's Let's Move! 2011

First Place, Entrée Division, *Turkey With A Twist* National Turkey Federation, 1999 Finalist, School Lunch Challenge USDA / ACF, 1994 Medal #3177

Second Runner Up, Prosciutto di Parma Chef Recipe Competition Prosciutto di Parma, Parma, Italy, 1990

MEMBERSHIPS & CERTIFICATIONS -

American Culinary Federation (ACF), 1990-present

- Certified Executive Chef, 1996 Renewed 2001, 2006, 2011

Association of Nutrition & Foodservice Professionals

- Certified Dietary Manager, 2006, Renewed 2010
 - Certified Food Protection Professional, 2006, Renewed 2010

National Restaurant Association, The Educational Foundation Certifications in 1995, 2000, 2006, 2010

- Applied Food Sanitation Training Certification
- Hazard Analysis and Critical Control Points (HACCP) Certification

American Dietetic Association (ADA), 2009-present

Oakland Food Policy Council Member, 2009 - present

TEACHING EXPERIENCE -

Guest Lecturer / Adjunct Chef Instructor, 1990-Present

City College of San Francisco, San Francisco, CA

- Culinary Arts, Restaurant Management, Guest Lecturer, Course Development

Chef Instructor, 1999–2001 California Culinary Academy, San Francisco, CA College of Foods and Consumer Education Departments

PROFESSIONAL EXPERIENCE -

Principal 2009-Present

Farm to Table Food Services, Oakland, CA

Research, development, technical support and implementation of local and sustainable food programs for food services and other food related entities, including municipalities food programs, health facilities, and other social service organizations.

Director Culinary Social Enterprise, 2007-2009

Bay Area Community Services (BACS), Oakland, CA

Nonprofit serving 1,200 meals daily to home bound seniors and senior day programs in Oakland, California. Research, implementation and administration of BACS Farm to Table Program, Culinary Training Program, Catering Services, Internship Program, Retail Food Products, Community Gardens Program, and the administration of BACS Senior Nutrition Program. Managed 25 staff, 12 culinary trainees, and catering/special events staff.

Food Service Director, 2005-2007

Sodexho, Pidemont Gardens, Oakland, CA

Multi-level independent and assisted living and skilled nursing retirement community serving 400 residents, considering food preferences and allergies, as well as other dietary, medical, religious, and cultural parameters. Managed 40 union staff including three managers, representing 21 management shifts per week.

Primary / Executive Chef, 1988-2005

J. Huston Catering & Consulting, San Francisco, CA / New York, NY

Full service catering and production service for individuals and corporate clients, producing up to two events per day with services including event / food design and installation, front of house and back of house staffing, flowers, entertainment, valet parking, and more. Private events ranging from intimate 8-person events to 500-guest engagements. Maintain 50 floor and 25 kitchen on-call staff.

Project highlights include financial planning, purchasing, and cost controls; food and equipment budgets; systems, protocols, internal controls, and community food security; food production, front of house training, and nutritional education development; grant research and implementation; and software analysis and conversion recommendations.

Client and project information available upon request.

Pre 1990 experience includes executive, pastry, charcuterie, sauté, and sous chef positions at Polo at the Westbury and SOHO Charcuterie (New York), Chez Panisse Café and Hayes Street Grill (San Francisco Bay Area).

Adjunct Chef-Instructor, 2005 Laney College, Oakland, CA

	CORD CERTIFICA	(510)653-8486				07/23/2012
BRIG 4685	NOLE & GHIRI INSURANCE TELEGRAPH AVENUE	(310)033-8480	ONLY AND HOLDER.	CONFERS NO I	JED AS A MATTER OF RIGHTS UPON THE CE TE DOES NOT AMEND FFORDED BY THE POI	RTIFICATE , EXTEND OR
	BOX 3007 LICENSE #0515724 AND, CA 94609		INSURERS	AFFORDING COV	/ERAGE	NAIC #
	Jenny Huston		INSURER A: Ha	artford Insur	ance Company	-
	Farm to Table Food Service	25	INSURER B:			
	850 Lester Avenue		INSURER C:			-
	Oakland, CA 94606		INSURER D:		1 - 1 - 1	
001/51	RAGES		INSURER E:			
THE F ANY F MAY I	POLICIES OF INSURANCE LISTED BELOW REQUIREMENT, TERM OR CONDITION OF PERTAIN, THE INSURANCE AFFORDED BY CIES. AGGREGATE LIMITS SHOWN MAY H	ANY CONTRACT OR OTHER D THE POLICIES DESCRIBED H	OCUMENT WITH F	RESPECT TO WHIC	H THIS CERTIFICATE MAY	BE ISSUED OR
INSR ADD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	S
	GENERAL LIABILITY	57 SBM BD2966		07/18/2013	EACH OCCURRENCE	\$ 2,000,00
	X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person)	\$ 1,000,00 \$ 10,00
A	CERIMO WINDE A OCCOR				PERSONAL & ADV INJURY	\$ 2,000,000
<u>^</u>					GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 4,000,000
	POLICY PRO- JECT LOC					1,000,000
	AUTOMOBILE LIABILITY ANY AUTO	57 SBM BD2966	07/18/2012	07/18/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,00
A	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	s
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	S
	ANY AUTO				OTHER THAN AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	OCCUR CLAIMS MADE				AGGREGATE	\$
						\$
	DEDUCTIBLE					\$
_	RETENTION \$					\$
	ORKERS COMPENSATION AND MPLOYERS' LIABILITY				TORY LIMITS OTH-	
AN	Y PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$
Ify	FICER/MEMBER EXCLUDED? yes, describe under				E.L. DISEASE - EA EMPLOYEE	
SP	ECIAL PROVISIONS below THER				E.L. DISEASE - POLICY LIMIT	\$
DESCRIP	TION OF OPERATIONS / LOCATIONS / VEHICLES / ficate holder is named as A	EXCLUSIONS ADDED BY ENDORSEN	MENT / SPECIAL PROV	isions	·	
CERT	FICATE HOLDER		CANCELLA	TION		
	Oakland Unified School Di 1025 Second Ave Room 200	strict	SHOULD AN EXPIRATION 	Y OF THE ABOVE DESC DATE THEREOF, THE 'S WRITTEN NOTICE TO E TO MAIL SUCH NOTIC D UPON THE INSURER,	CRIBED POLICIES BE CANCELL ISSUING INSURER WILL ENDEA D THE CERTIFICATE HOLDER N CE SHALL IMPOSE NO OBLIGA ITS AGENTS OR REPRESENTA	AVOR TO MAIL IAMED TO THE LEFT, TION OR LIABILITY
	Oakland, CA 94606		AUTHORIZED RE Traci Lar		Iraci my	farcon

Traci Larson/TL

©ACORD CORPORATION 1988

Excluded Parties List System

Excluded Parties List System

> Advanced Search

- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

Search Results for Parties Excluded by

Individual : Jenny Huston State : CALIFORNIA As of 06-Jul-2012 7:25 PM EDT Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- >FAQ
- > Acronyms
- > Privacy Act Provisions
- >News
- >System for Award Management (SAM)

> Reciprocal Codes > Procurement Codes

>1100dicilient 000003

> Nonprocurement Codes

> Agency Contacts

>Agency Descriptions

> State/Country Code Descriptions

> Debar Maintenance

> Administration

> Upload Login

- > Advanced Reports
- > Recent Updates
- > Dashboard

> Advanced Archive Search

- > Multiple Names
- > Recent Updates
- > Browse All Records

> For Help: Federal Service Desk

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Community Schools, Thriving Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions Additional directions and related documents are in the School Operations Library (http://intranet.ousd.k12.ca.us) Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. 1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation. 2. Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification) 3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments. 4. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement. Attachment For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year. E For individual consultants: Proof of negative tuberculosis status within past 4 years. E For All Consultants: Results page of the Excluded Party List (<u>https://www.epls.gov/epls/search.do</u>) E For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured. E For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. 1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation. 2. Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification) 3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments. 4. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement. Attachment For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year. For individual consultants: Proof of negative tuberculosis status within past 4 years. For All Consultants: Results page of the Excluded Party List (<u>https://www.epls.gov/epls/search.do</u>) For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
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 For All Consultants: Statement of qualifications (organization); or resume (individual consultant). For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
OUSD Staff Contact Emails about this contract should be sent to: (required) Jennifer LeBarre
Contractor Information
Contractor Name Jenny Huston Agency's Contact
OUSD Vendor ID# 100 5750 Title Owner
Street Address 350 Lester Ave. City Oakland State CA Zip 94606 Tolophono (445) 235 0242 Empile and State CA Zip 94606
Telephone (415) 235-9312 Email (required) chefjennyhuston@yahoo.com Contractor History Previously been an OUSD contractor? [] Yes I No Worked as an OUSD employee? [] Yes I No
Compensation and Terms – Must be within the OUSD Billing Guidelines
Anticipated start date 09/04/2012 Date work will end 06/30/2013 Other Expenses \$
Pay Rate Per Hour (required) \$80.00 Number of Hours (required) 42.00
Pudeot Information
Budget Information If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office <u>before</u> completing requisition.
Resource # Resource Name Org Key Object Code Amount
5825 \$
5825 \$
Requisition No. (required) R0303985 Total Contract Amount \$3,360.00
Approval and Routing (in order of approval steps)
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge
services were not provided before a PO was issued.
OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (https://www.epls.gov/epls/search.do)
Administrator / Manager (Originator) Name Jennifer LeBarre Phone (510) 434-3334
1. Site / Department // 10/14/14/14/14/14/14/14/14/14/14/14/14/14/
Signature Date Approved SIII
Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development [Family, Schools] and Community Partnerships
2. Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)
Signature Date Approved
Signature (if using multiple restricted resources) Date Approved
Regional Executive Officer
3. Consultant is qualified to provide services described in the scope of work
Signature AA Date Approved
Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under . Over \$50,000
4. Signature Date Approved 9/13/72
5. Superintendent, Board of Education Signature on the legal contract
Legal Required if not using standard contract Approved Denied - Reason Date
Procurement Date Received PO Number

Rev. 5/2012 v1



THIS FORM IS NOT A CONTRACT