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Enactment Date	3-12-14



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education

From Gary Yee, Ed.D., Acting Superintendent  
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action *M. Santos*  
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date 3-12-14  
(To be completed by Procurement)

Subject

Memorandum of Understanding - Regents of the University of California, Alameda County Cooperative Extension (UCCE), Expanded Food and Nutrition Education Program (EFNEP) (contractor) - 922/Family, School, and Community Partnerships Department (site/department)

## Action Requested

Approval of Memorandum of Understanding between Oakland Unified School District and Regents of the University of California, Alameda County Cooperative Extension (UCCE), Expanded Food and Nutrition Education Program (EFNEP). Services to be primarily provided via the Family, School, and Community Partnerships Department for the period of ~~July 1, 2013~~ *October 2013* through June 30, 2014. *see*

## Background

A one paragraph explanation of why the consultant's services are needed.

UCCE EFNEP addresses the nutrition education needs of youth and adults from limited income families. They will collaborate with teachers across the District to offer nutrition education in classrooms by providing training, support, and research-based curriculum.

## Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the District and Regents of the University of California, Alameda County Cooperative Extension (UCCE), Expanded Food and Nutrition Education Program (EFNEP), Pleasant Hill, CA, for the latter to provide curriculum training, on-going support, interactive nutrition lessons, books and materials, family newsletters, and parent nutrition education classes by requested for eligible schools that sign up for the opportunity for the period of ~~July 1, 2013~~ *October 2013* through June 30, 2014, at no cost to the District. *see*

## Recommendation

Approval of Memorandum of Understanding between Oakland Unified School District and Regents of the University of California, Alameda County Cooperative Extension (UCCE), Expanded Food and Nutrition Education Program (EFNEP). Services to be primarily provided to the Family, School, and Community Partnerships Department for the period of July 1, 2013 through June 30, 2014. *see*

## Fiscal Impact

Funding resource name (please spell out): No Fiscal Impact

## Attachments

Memorandum of Understanding  
Certificate of Insurance  
Scope of Work  
Statement of qualifications

## **Memorandum of Understanding**

**This agreement is between the the Regents of the University of California (UC),  
on behalf of its Alameda County Cooperative Extension (UCCE) office's  
Expanded Food and Nutrition Education Program  
and  
Oakland Unified School District (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 by providing training, support and research-based curriculum. EFNEP does not receive Network support. Funding is through the National Institute of Food and Agriculture with Smith-Lever 3(d) funds, a line item in the United States Farm Bill.

### **Purpose of Agreement**

The purpose of this Memorandum of Understanding is to define roles and to agree on the services the parties will provide for nutrition education in OUSD from October 2013 – June 2016.

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

- UCCE curriculum training
- On-going support and up to three in-class presentations to ensure students receive a minimum of 6 hours of nutrition education during the school year
- Curriculum with interactive lessons, books and worksheets (K-12)
- Program outcome data
- Nutrition education materials on loan
- Family newsletters (English/Spanish)
- Adult nutrition education classes, if requested
- Proof of negative tuberculosis testing by skin test within last 4 years. Any UCCE employee who has a positive skin test will be required to provide OUSD with evidence of a negative chest x-ray report within the past one (1) year.
- Fingerprinting and criminal background investigation of UCCE employees and volunteers. UCCE certifies that employees and volunteers have complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all employees 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 no employee has been convicted of a felony, as that term is defined in California Education Code section 45122.1. UCCE further certifies that it has received clearance from the Department of Justice and Federal Bureau of Investigation on any relevant criminal records.

**Continued on next page**



**OUSD agrees to:**

- Designate a contact person to coordinate access to OUSD teachers with the UCCE educator (e.g. principal, lead teacher, wellness coordinator, after school program director).
- Allow OUSD teacher to receive training on all aspects of delivering the UCCE EFNEP nutrition education curriculum.
- Support the EFNEP program activities by providing facilities and classroom equipment.
- Ensure OUSD teachers deliver a minimum of four UCCE nutrition lessons and return loaned curriculum and materials by the end of the school year.

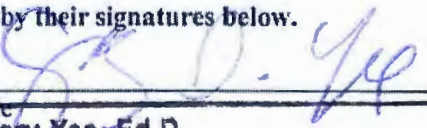
**Both parties agree that:**

- Either party may terminate the Memorandum of Understanding by giving written notice of termination to the other party at least 30 days prior to the effective date of termination.
- OUSD shall indemnify, defend, and hold harmless UC, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Memorandum of Understanding including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of OUSD, its officers, agents, partners or employees.

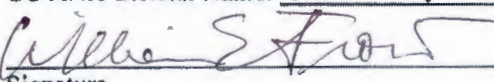
UC shall indemnify, defend and hold harmless OUSD, its officers, agents, partners and employees, from and against any Claims, arising out of or in any way connected with this Memorandum of Understanding including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of UC, its officers, agents, or employees.

UC and OUSD indicate understanding of this agreement by their signatures below.

  
District Official Name  
David Kakishiba  
President, Board of Education  
Signature

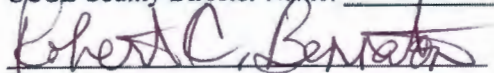
  
Title  
Gary Yee, Ed.D.  
Secretary, Board of Education  
Date

UC ANR Official Name: WILLIAM FROST

  
Signature

1/27/14  
Date

UCCE County Director Name: Robert Bennaton

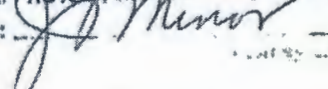
  
Signature

1/22/2014  
Date

For more information contact:  
Marisa Neelon, Nutrition, Family & Consumer Sciences Advisor  
UCCE-Contra Costa & Alameda County  
925-646-6128  
[mneelon@ucanr.edu](mailto:mneelon@ucanr.edu)

OUSD or the District verifies that  
the Contractor does not appear on  
the Excluded Parties List at  
[www.epls.gov/eplis/search.do](http://www.epls.gov/eplis/search.do).

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR SIGNATURE

  
By: [Signature]

File ID Number: 14-0216  
Introduction Date: 3-12-14  
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Bv:

The University of California prohibits discrimination or harassment of any person on the basis of race, color, national origin, religion, sex, gender identity, pregnancy (including childbirth, and medical conditions related to pregnancy or childbirth), physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran (covered veterans are special disabled veterans, recently separated veterans, Vietnam era veterans, or any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized) in any of its programs or activities. University policy is intended to be consistent with the provisions of applicable State and Federal laws. Inquiries regarding the University's nondiscrimination policies may be directed to the Affirmative Action/Academic Personnel Executive Director, University of California, Agriculture and Natural Resources, One Shields Avenue, DANR Building, 225 Hopkins Road, Davis, CA 95616.

Draft 10-22-13



# 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., 10<sup>th</sup> Floor  
Oakland, CA 94607-5200  
510-987-9832  
riskmgt@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 4, 2013

**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

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## ENTITIES AFFORDING COVERAGE

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

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, 2013	June 30, 2014	GENERAL AGGREGATE \$ Not applicable PRODUCTS-COMP/OP AGG \$ 2,500,000 PERSONAL & ADV INJURY \$ 2,500,000 CONTRACTUAL LIABILITY \$ 2,500,000 EACH OCCURRENCE \$ 2,500,000
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, 2013	June 30, 2014	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, 2013	June 30, 2014	EACH OCCURRENCE \$ 7,500,000 AGGREGATE \$ Not applicable
A	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>	Self-Insured	July 1, 2013	June 30, 2014	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

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

**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, INTERIM CHIEF RISK OFFICER



## **UCCE Statement of Qualifications**

### **Who We Are**

University of California Cooperative Extension (UCCE) is a direct connection for community residents to University of California (UC) knowledge and expertise. We are part of the University of California's Division of Agriculture and Natural Resources (UCANR), a statewide network of UC researchers and educators dedicated to the creation, development and application of knowledge in agricultural and natural resources and community health.

### **What We Do**

We deliver high quality education and research programs that contribute to:

- Safe, healthy and accessible food
- Clean water and a healthy environment
- Improved nutrition habits and well-nourished residents
- Healthy youth who contribute to healthy communities
- An improved local economy

Our programs benefit ALL cities and ALL citizens throughout the County. We pride ourselves on delivering the most cost-effective programs by drawing upon experts from throughout the UC system, utilizing trained volunteers and working cooperatively with a diversity of public/private agencies and organizations. And we do this at a minimal cost to the public.

### **Expanded Food and Nutrition Education Program (EFNEP)**

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 by providing training, support and research-based curriculum. We also offer direct education to parents, especially those with young children.

### **Funding**

The word *Cooperative* in our name refers to the fact that our funding is derived from multiple sources in cooperation with one another. We receive funding from county, state, and federal sources. UCCE is an integral part of the Alameda County Department of Environmental Health. The Expanded Food and Nutrition Education Program funding is through the National Institute of Food and Agriculture with Smith-Lever 3(d) funds, a line item in the United States Farm Bill.