

Board Office Use: Legislative File Info.	
File ID Number	17-2114
Introduction Date	01/24/18
Enactment Number	18-0148
Enactment Date	01/24/18 er



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

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date January 24, 2018

Subject Professional Services Contract - FoodCorps, Inc. (contractor) - Health and Wellness Unit - Community Schools and Student Services Department (site/department)

Action Requested Approval by the Board of Education of the Professional Services Contract between the District and FoodCorps, Inc. Services to be primarily provided to Community Schools and Student Services Department for the period of November 15, 2017 through June 30, 2018.

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

Partnership with FoodCorps' Oakland office is a unique opportunity to bring stipended volunteers into our schools to provide direct nutrition and garden education, as well as help the school to create a long-term healthy school environment. Our schools are lacking nutrition, garden and health education teachers so this program allows extremely valuable health & wellness curriculum and programming into eighteen elementary schools and one high school.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Professional Services Contract between District and FoodCorps, Inc., New York, NY, for the latter to work in partnership with the OUSD to provide a comprehensive In and Out-of-School Program along with the Garden and Nutrition Specialist, Site Administrator, and the Site Wellness Champion, to bring nutrition and garden programs directly into the classrooms at 18 elementary schools (Brookfield, Madison Park Lower Campus, Rise, New Highland, Garfield, Manzanita Community, Manzanita Seed, Reach, Bella Vista, Markham, Melrose Leadership Academy, Sankofa, Bridges, Burckhalter, Greenleaf, ICS, TCN, and Laurel) and work directly on procurement practices with the OUSD Nutrition Services Farm to School Coordinator and implement school food changes at Castlemont High School, via the Community Schools and Student Services Department, for the period of November 15, 2017 through June 30, 2018, in an amount not to exceed \$22,500.00.

Recommendation Approval by the Board of Education of a Professional Services Contract between the District and FoodCorps, Inc. Services to be primarily provided to the Community Schools and Student Services Department for the period of November 15, 2017 through June 30, 2018.

Fiscal Impact Funding resource name (please spell out): 9206/Alameda Public Health, Harvest of Month Program Grant in the amount of \$22,500.00.

Attachments

- Professional Services Contract
- Scope of Work
- Certificate of Insurance



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 17-2114

Department: 922/Community Schools and Student Services Department

Vendor Name: FoodCorps, Inc.

Contract Term: Start Date: 11/15/2017 End Date: 6/30/2018

Annual Cost: \$ 22,500.00

Approved by: Michelle Oppen, Mara Larsen-Fleming

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

Partnership with FoodCorps is a unique opportunity to bring stipended volunteers into our schools to provide direct nutrition and garden education, as well as help the school to create a long-term healthy school environment. Our schools are lacking nutrition, garden and health education teachers so this program allows extremely valuable health & wellness curriculum and programming into 18 elementary schools and 1 high school.

Summarize the services this Vendor will be providing.

FoodCorps members work in partnership with the OUSD Garden and Nutrition Specialist, the Site Administrator and the Site Wellness Champion to bring nutrition and garden programs directly into the classrooms at 18 elementary schools. The 18 schools are as follows: Brookfield, Madison Park Lower Campus, Rise, New Highland, Garfield, Manzanita Community, Manzanita Seed, Reach, Bella Vista, Markham, Melrose Leadership Academy, Sankofa, Bridges, Burckhalter, Greenleaf, ICS, TCN, and Laurel.

One FoodCorps member will work directly on procurement practices with the OUSD Nutrition Services Farm to School Coordinator and implement school food changes at Castlemont High School.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☒ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **"Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

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

PROFESSIONAL SERVICES CONTRACT 2017-2018

This Agreement is entered into between FoodCorps, Inc. (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 ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** The term of this agreement shall be October 1, 2017 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$88,300 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$88,300, whichever is later) to June 30, 2018. The work shall be completed no later than June 30, 2018.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty-five thousand, five hundred Dollars (\$22,500.00) per fiscal year, at an hourly billing rate not to exceed N/A 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: N/A

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 OUSD 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: N/A which shall not exceed a total cost of N/A.

5. CONTRACTOR Qualifications / Performance of Services:

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

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

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

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

OUSD Representative:

Name: Michelle Oppen_____

Site /Dept.: 922/Community Schools & Student Services Dept.____

Address: 1000 Broadway, Suite 150_____

Oakland, CA 94607_____

Phone: 510-879-2612_____

Email: Michelle.Oppen@ousd.org_____

CONTRACTOR:

Name: Jackie Hemann_____

Title: California Program Director_____

Address: 1140 SE 7th Avenue, Suite 110_____

Portland, OR 97214_____

Phone: 510-393-1473_____

Email: jackie.hemann@foodcorps.org_____

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 at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. 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 from OUSD's Risk Management.) 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, sexual orientation, or other legally protected class.

13. **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 controlled substances, alcohol or tobacco on these sites.
 14. **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.
 15. **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.
 16. **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.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior 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.
 18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 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 contact with OUSD pupils in providing services to the District under this Agreement."
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **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.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate 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).
 21. **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.

22. **Confidentiality:** 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.
23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.
- 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.sam.gov/>).
25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
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 that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
32. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT

Asma Enay☒ President, Board of Education☐ Superintendent☐ Chief or Deputy Chief*Jeff. P. [Signature]*

Secretary, Board of Education

1/25/18

Date

1/25/18

Date

CONTRACTOR

Jackie Hermann

Contractor Signature

Date

*12/13/17**Jackie Hermann, Program Director*

Print Name, Title

Form approved by OUSD General Counsel for 2017-18 FY

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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.

I. SCHOOL and DISTRICT OBLIGATIONS

- A. The DISTRICT will help identify 1 to 2 schools per Service Member to partner with FoodCorps. Partner schools must serve a student body where at least 50% of students are eligible for free/reduced lunch. Furthermore, school leadership will be supportive of FoodCorps, our mission and the delivery of our in and out-of-school program.
- B. The DISTRICT will ensure that an appropriate administrator (school or district based) will be designated for assistance in implementing FoodCorps direct service program. The administrator will perform, but is not limited to, the following functions:
 - Help integrate the Service Member into the school culture and community
 - Provide on-going mentoring and thought partnership to the member including 1:1 check-ins every other week.
 - Sign off on the Service Members timesheet.
- C. The DISTRICT agrees to appoint District staff to act as the primary point of contact between FoodCorps and OUSD for the development of a strategic plan for serving OUSD students.
- D. The DISTRICT agrees that District staff will help facilitate the process to gain access to program needs such as appropriate space, student information, etc.
- E. The DISTRICT agrees that OUSD will act as primary reporting agency when a staff person informs school staff of reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district.
- F. The DISTRICT will provide or include members in professional development to assist FoodCorps Service Member in aligning FoodCorps to the DISTRICT strategic priorities, curriculum and other initiatives.

II. *FoodCorps, Inc.*

- A. *FoodCorps, Inc.* agrees to provide stated service as in Section I to the schools identified in partnership with OUSD. Activities outside those specified in the stated services (section I) will be determined jointly by representatives from DISTRICT and *FoodCorps, Inc.* (e.g. field trips, etc.).
- B. *FoodCorps, Inc.* agrees to collaborate with the appropriate OUSD staff in providing timely attendance reports, programming updates, student reports, accountability reports, and other unspecified reporting as appropriate, needed and requested.
- C. *FoodCorps, Inc.* agrees that services provided by *FoodCorps, Inc.* pursuant to this MOU may be supervised and evaluated by staff from the OUSD as a supplement to *FoodCorps, Inc.* primary oversight.
- D. *FoodCorps, Inc.* agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- E. *FoodCorps, Inc.* agrees to provide the DISTRICT with a schedule and calendar of daily activities and upcoming events and to coordinate with appointed District Staff in the planning and coordination of these events.
- F. *FoodCorps, Inc.* agrees that when its interns and volunteers are utilized, staff from *FoodCorps, Inc.* will be responsible for their training, supervision, TB clearance, fingerprinting, federal criminal background check, and of ensuring that such person fulfills all district requirements for instructional aid status if this person is in a supervisory position within the 20:1 student to staff ratio.

- G. **FoodCorps, Inc.** agrees that in every case where a program staff person has reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district, the staff person will comply with the reporting process outlined in Appendix A.

FoodCorps, Inc. has in force, and during the term of this Agreement shall maintain in force, a Comprehensive General Liability Insurance policy with limits not less than \$1,000,000.00 (one million dollars) each occurrence combined Single Limit for Bodily Injury and Property Damage. The policy shall name as additional insured the Oakland Unified School District, its Board, officers and employees. The policy shall require the insurer to provide to the District a thirty- (30) day notice of any cancellation or reduction of such insurance.

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.

The FoodCorps program and OUSD's Health & Wellness Program aim to increase access to healthy food and change the school environment to be a healthier one. Students at 19 schools will have direct services from the FoodCorps members and exposure to an outdoor classroom, science-based garden education and behavior change around food choice will result. Change will be noted through CHKS survey responses, the FoodCorps healthy school toolkit assessment and the wellness champion program assessment tools.

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" 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 checked="" type="checkbox"/> High quality and effective instruction | <input checked="" 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: _____
- ☐ **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.

APPENDIX A



Office of the General Counsel
Legal Alert

August 2016

TO: All Site Administrators and Executive Officers
FROM: Marion McWilliams, General Counsel
RE: **Reporting Child Abuse and Neglect**

PLEASE DISTRIBUTE TO ALL PERSONNEL

REQUIREMENT TO REPORT SUSPECTED ABUSE OR NEGLECT OF CHILDREN

Under California law, all District employees are mandated reporters of known or suspected abuse or neglect of children ("child abuse").

WHAT IS CHILD ABUSE?

Child abuse includes physical injury (non-accidental), emotional abuse, sexual abuse or neglect such as:

- Unusual bruising, burns or marks on a student
- Depriving child of basic needs including food, shelter, clothing
- Hitting, kicking, or shaking a student on school premises or at a school activity
- Sexual activity or lewd/lascivious conduct involving a child under 14, or if significant disparity in age (please contact your Regional Behavioral Health Program Managers for further guidance)
- Sexual activity between students that is coerced or non-consensual
- Sexual exploitation (prostitution) of a minor child
- Student disclosing she/he is being abused

WHAT IS NOT CONSIDERED CHILD ABUSE?

The following conduct does not fall within the statutory definition of "child abuse":

- Mutual fight between students
- Reasonable force used by a peace officer
- Spanking by a parent or guardian that does not expose the child to serious injury
- Reasonable force to stop a disturbance, to obtain possession of weapons or other dangerous objects

HOW DO I MAKE A REPORT?

If the victim is related to the accused...	If the victim is <u>not</u> related to the accused...
CALL CHILD PROTECTIVE SERVICES AS SOON AS POSSIBLE – in most cases this means the same day – at (510) 259-1800. Follow the prompts to reach a dispatcher, who will then take your oral report. <u>Be sure to record the dispatcher's name, the assigned incident report number and the date/time of your call.</u>	Call OAKLAND POLICE DEPARTMENT AS SOON AS POSSIBLE – in most cases this means the same day – at (510) 777-3333. Follow the prompts to reach a dispatcher, who will then take your oral report. <u>Be sure to record the dispatcher's name, his/her ID number, the assigned incident report number and the date/time of your call.</u>
SUBMIT WRITTEN REPORT <u>WITHIN 36 HOURS</u> OF RECEIVING THE INFORMATION OF ABUSE OR NEGLECT. You must mail or fax (510) 780-8620 the completed "Suspected Child Abuse" report form to Alameda County Child Protective Services at Alameda County Social Services, Child Protective Services, 24100 Amador St. Hayward, CA 94544.	SUBMIT WRITTEN REPORT <u>WITHIN 36 HOURS</u> OF RECEIVING THE INFORMATION OF ABUSE OR NEGLECT. You must also mail or fax (510) 238-2348 the completed "Suspected Child Abuse" report form to Oakland Police Department, Special Victims Unit (SVU), 455 7th Street, Oakland, CA 94607.
RETAIN COPY Retain a copy of the completed form in a secure and confidential location. Note the date and time you made the report.	RETAIN COPY Retain a copy of the completed form in a secure and confidential location. Note the date and time you made the report.

WHERE DO I FIND REPORT FORMS?

The *Suspected Child Abuse Report form* and instructions are posted on the District's intranet at:

Knowledge Center
→ Legal
→ Child Abuse Reporting

CAN I REPORT TO OUSD POLICE?

No. California law specifically indicates that reports of child abuse are not to be made to a school district police department, such as Oakland Unified Police Services (OSPD). Only a report to Child Protective Services or Oakland Police Department (OPD) will satisfy your mandated reporting duties.

IS THE INCIDENT REPORT WE FILL OUT AT SCHOOL SITES THE SAME THING?

No. An Incident Reports is a different document that is used only for internal purposes. It is not the same as the Suspected Child Abuse form. If an incident happens on campus that qualifies as child abuse, you should complete an Incident Report and a Suspected Child Abuse Report.

ARE CHILD ABUSE REPORTS CONFIDENTIAL?

Yes, child abuse reports are confidential and District staff should not disclose reports to the alleged abuser. Always inform your direct supervisor when making a child abuse report.

DO I HAVE TO REPORT?

Yes! Failure to report suspected child abuse is a criminal misdemeanor.

QUESTIONS?

If you need additional guidance or information, please contact your Regional Behavioral Health Program Managers (510) 879-3636 or the District's Legal Department at (510) 879-8535.



FOODINC-01

KCRA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2017

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 Lamb Financial Group 145 W. 45th Street New York, NY 10036	CONTACT NAME:	
	PHONE (A/C, No. Ext): (212) 375-3000	FAX (A/C, No): (888) 389-8061
INSURED FoodCorps, Inc. 1201 Broadway Room 411 New York, NY 10001	E-MAIL ADDRESS: service@lambfinancialgroup.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		PHPK1596061	02/10/2017	02/10/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1596061	02/10/2017	02/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		PHUB569209	02/10/2017	02/10/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ Aggregate \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional			PHPK1596061	02/10/2017	02/10/2018	\$1M/\$2M
A	Abuse / Molestation	X		PHPK1596061	02/10/2017	02/10/2018	\$100,000/\$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oakland Unified School District is listed as Additional Insured

CERTIFICATE HOLDER

Oakland Unified School District
1000 Broadway Suite 680
Oakland, CA 94607

CANCELLATION

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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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2017-2018



Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition, the OUSD contract originator submits complete contract packet for approval to Procurement.

Attachment Checklist

- ☒ For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
- ☒ For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- ☐ For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact: Emails about this contract should be sent to: (required) Renee.Johnson@ousd.org

Contractor Information

Contractor Name	FoodCorps, Inc.	Agency's Contact	Jackie Hemann
OUSD Vendor ID #	1006166	Title	California Program Director
Street Address	1201 Broadway, Room 411	City	New York
Telephone	510-393-1473	State	NY
		Zip	10001
		Email (required)	Jackie.Hemann@foodcorps.org
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	11/15/2017	Date work will end	6/30/18	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

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
9206	Alameda Public Health	9221261101	5825	\$ 22,500.00
	Harvest of the Month		5825	\$ 0.00
			5825	\$ 0.00
Requisition No. (required)	R0181660	Total Contract Amount	\$ 22,500.00	

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.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Michelle Oppen	Phone	510-879-2612	
	Site/Department (Name & #)	922/Community Schools and Student Services Dept.			Fax	510-879-4605
	Signature	<i>Michelle Oppen</i>			Date Approved	12/13/17
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools & Student Services <input type="checkbox"/> Risk Mgmt					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature				Date Approved	
3.	Network Superintendent/Deputy Network Superintendent					
	Signature	<i>ABO</i>			Date Approved	
	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____					
4.	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature				Date Approved	
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved		Denied - Reason		
Procurement	Date Received		PO Number			

SAM Search Results
List of records matching your search for :

Search Term : foodcorps* inc*
Record Status: Active

ENTITY FoodCorps, Inc.	Status:Active
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DUNS: 965847234 +4:	CAGE Code: 68NY7 DoDAAC:
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Expiration Date: Dec 6, 2018 Has Active Exclusion?: No Debt Subject to Offset?: No
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Address: 1140 SE 7th Street, Suite 110	
City: PORTLAND	State/Province: OREGON
ZIP Code: 97214-4161	Country: UNITED STATES