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

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Curtiss Sarikey, Chief of Staff

Board Meeting Date September 9, 2020

Subject Memorandum of Agreement with Fare Resources

Action Requested and Recommendation Approval of a Memorandum of Agreement with Fare Resources, Inc. to prepare and deliver 600 family style meals a week, up to 3600 meals. Each family style meal is intended to feed 5 people, totaling 18,000 individuals served for the period beginning July 13, 2020 and ending after 3,600 meals have been served.

Background
(Why do we need these services? Why have you selected this vendor?)

As part of OUSD's effort to address food security for students and families during the COVID19 pandemic, OUSD is partnering with Fare Resources, Inc. to augment the student meal program with additional family style, fresh cooked meals delivered to families through OUSDs food distribution sites.

Fiscal Impact No fiscal impact to the district

Attachments

- Memorandum of Agreement

MEMORANDUM OF AGREEMENT BETWEEN FARE RESOURCES INC. AND OAKLAND UNIFIED SCHOOL DISTRICT

I. Parties

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between Oakland Unified School District (“OUSD”) and Fare Resources Inc. (“Caterer”).

WHEREAS, the services to be provided by Caterer pursuant to this MOU will be provided at no cost to OUSD families; and

BOTH PARTIES HEREBY enter into this MOU to enable Caterer to provide said services on OUSD school site(s) to be mutually determined by OUSD and Caterer (“Schools”).

II. Caterer Responsibilities/Scope of Services

A. Caterer will provide the following services for OUSD:

1. Caterer will prepare and deliver 600 family-style meals a week until 3600 meals have been delivered.
 - (a) Each family style meal will be prepared food intended for reheating (to be performed by the family) and is intended to feed 5 people.
 - (b) Caterer will prepare 3,600 total family meals in total.
 - (c) The weeks of meal delivery may not be continuous and will be determined by OUSD in collaboration with Caterer.

B. Caterer will ensure that all Caterer personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, Caterer’s employees are to use drugs, alcohol, and/or smoking on these School(s).
2. **Anti-Discrimination**—It is the policy of OUSD that in connection with Caterer’s services in this MOU there shall be no discrimination against any individual because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the Caterer agrees to comply with applicable Federal and California laws.
3. **Conflict of Interest**—Caterer shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. Caterer shall not hire any OUSD employee to perform

the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. Caterer agrees to alert OUSD in writing if and when a potential conflict does arise.

- E. **Communication**—Caterer shall communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program’s ability, that the Caterer’s services are aligned with the School(s) and OUSD’s mission and objectives and are adequately meeting student’s needs.
- F. **Surveys**—At the District’s discretion, Caterer may administer surveys to meal recipients (to be completed voluntarily and not as a condition of receipt of meals) in order to determine food preferences and overall satisfaction with meals. These surveys will not require families to provide any information that would allow identification of individual students or family members. At the request of OUSD or School(s), Caterer shall provide reasonable data and information to OUSD and/or OUSD students participating in the Caterer’s program.
- G. **Confidentiality**—The Parties do not intend that Caterer will access or receive any confidential pupil or personnel records in connection with this Agreement. Notwithstanding the foregoing, Caterer shall observe District policies and regulations, and state and federal laws regarding confidentiality of pupil and personnel records, and to the extent that it inadvertently accesses any such records, will comply with all applicable confidentiality laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA.

III. Required Documents

- A. **Insurance**—Caterer shall provide evidence of general liability insurance that names OUSD as an additional insured, for operation students, volunteers, and personnel at location where Caterer provides programs/services with at least \$1M in coverage, and furnish certificate of said insurance to OUSD.
- B. **Fingerprinting and TB testing**—OUSD has determined that Caterer’s agents, representatives, employees, and volunteers will have limited contact with OUSD students, and therefore waives the requirement that they provide verifications of fingerprinting, background checks, and TB testing.

IV. Responsibilities of Oakland Unified School District

- A. **Space**—Provide a space at the participating School(s), to be agreed upon by School(s) and the Caterer.
- B. **Janitorial Service**—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.

V. Duration

This MOU begins on July 13, 2020 and ends when 3,600 meals have been delivered.

VI. Termination

Either party may terminate this MOU at any time, without cause, with 10 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VII. Hold Harmless/Indemnity/Limitation of Liability

Each party to this MOU agrees to indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

OUSD agrees that to the fullest extent permitted by law, Caterer's total liability to OUSD for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of, or in any way related to, the Catering Services or this Agreement from any cause or causes, including but not limited to Caterer's negligence, errors, omissions, breach of contract or breach of warranty, shall not exceed the actual available proceeds of Caterer's insurance. This limitation of liability shall apply to OUSD's claims for damages, as well as OUSD claims for contribution and indemnification with respect to third party claims.

VIII. COVID-19


The Parties shall carry out their obligations under this Agreement in accordance with any shelter-in-place (or similar) orders issued by local, state, and federal authorities and with any social distancing (or similar) requirements, including use of protective gear and social distancing.

In the event that any Caterer representative, agent, employee, or volunteer who was present at an OUSD site in connection with this Agreement is diagnosed with COVID-19, Caterer shall immediately notify OUSD. OUSD shall be responsible for deep cleaning those areas where the individual was present.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

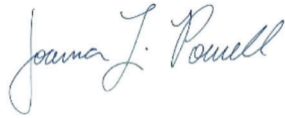
By:  Dated: 07/20/2020 (MM/DD/YYYY)

Curtiss Sarikey
Chief of Staff, Office of the Superintendent
OUSD

By:  Dated: 7/14/2020 (MM/DD/YYYY)

Gabriel Cole
Fare Resources Inc.

Approved as to form by OUSD Staff Attorney Joanna Powell on 07/13/2020.





Jody London
President, Board of Education

9/10/2020

Date



Dr. Kyla Johnson-Trammell
Secretary, Board of Education

9/10/2020

Date