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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
 From Tony Smith, Ph.D., Superintendent
 Vernon Hal, Deputy Superintendent, Business & Operations
 Jennifer Le Barre, Director of Nutrition Services

Board Meeting Date 5-22-13

Subject Request for Approval of Memo of Understanding Between OUSD Nutrition Services and Food Shift.

Action Requested Approval by the Board of Education of Memo of Understanding between OUSD Nutrition Service and Food Shift, for the remaining of the 2012-13 school year and moving forward.

Background Oakland Unified School District Nutrition Services has recently collaborated with Food Shift in discussing, planning and being rewarded outside funding for our Green Gloves Food Donation Program Pilot. Food Shift will be partnering with OUSD to track and distribute leftover food items that would otherwise be disposed of to serve our hungry community.

Discussion Through this partnership, OUSD will be able to benefit from Food Shifts expertise, tracking methods, and focus work on our food donation program. Due to California Food Code and adherence to food safety principals, many food once cooked or refrigerated must be disposed of or donated to an outside organization. In order to prevent waste and feed our hungry community, Food Shift will be coordinating with Nutrition Services and school sites to collect and distribute these items.

Food Shift will indemnify and hold OUSD Nutrition Services and its Board of Education, Superintendent, State Trustee, officers, employees, and agents harmless from any and all liability. Additional protection is provided by the Bill Emerson Good Samaritan Food Donation Action of 1996.

Recommendation Approval by the Board of Education of Memo of Understanding between OUSD Nutrition Services and Food Shift.

Fiscal Impact None

Attachments Memo of Understanding



Community Schools, Thriving Students

This Agreement, executed in duplicate, and entered into on May 6, 2013, is between Oakland Unified School District (OUSD), acting by and through OUSD Nutrition Services, hereinafter referred to as OUSD Nutrition Services and Food Shift, a project of Earth Island Institute, hereinafter referred to as Food Shift, under the authority of the 2011 Richard B. Russell National School Lunch Act and the Bill Emerson Good Samaritan Food Donation Act of 1996, Public Law 104-210, for the purpose of providing surplus food and meals to non-profit, community based organizations.

It is hereby agreed that:

- (1) OUSD, acting through OUSD Nutrition Services, will allow Food Shift to pick up pre-packaged food, prepared food and milk that are deemed surplus to be served to Food Shift program participants in need of food. The amount of food, time of pick-up and other program details will be determined on a site-by-site basis by both parties. (2)

This Agreement has a term of three (3) years and must be approved by the Oakland Unified School District Board of Education. Either party may terminate this Agreement for cause upon ten (10) days prior written notice. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice. Notice of termination will be provided in writing as provided in Section 10 below. During the term of the Agreement, the Parties may modify the list of schools in Paragraph 3 below that participate in this program.

- (2) OUSD Nutrition Services will provide the deemed surplus meals/snacks & milk from the following school cafeteria for the initial pilot:

Brookfield Elementary-401 Jones Avenue, Oakland, CA

New Highland/Rise Elementary-8521 A Street, Oakland, CA

- (3) OUSD Nutrition Services will provide the meals/snacks & milk from the following school cafeteria sites for future expansion:

Acorn & Encompass Elementary-1025 81st Avenue, Oakland, CA

Burbank Elementary-3550 64th Avenue, Oakland, CA Burckhalter

Elementary-3994 Burckhalter Avenue, Oakland, CA Parker

Elementary-7929 Ney Avenue, Oakland, CA

Reach Elementary-9860 Sunnyside St., Oakland, CA

Sobrante Park Elementary-470 El Paseo Drive, Oakland, CA

Hoover Elementary-890 Brockhurst Street, Oakland, CA

Place at Prescott Elementary-920 Campbell Street, Oakland, CA

Lincoln Elementary-225 11th Street, Oakland, CA

La Escuelita Elementary-1050 Second Ave, Oakland, CA

OUSD Nutrition Service will provide deemed surplus milk, limited meals/snacks and kitchen leftovers that cannot be reserved another day from the following sites:

Castlemont High School-8610 MacArthur Blvd, Oakland, CA

Elmhurst Middle School-1800 98th Avenue, Oakland, CA

Esperanza & Korematsu Elementary-10315 E Street, Oakland, CA

Madison Middle-400 Capistrano, Oakland, CA

These preparation sites will maintain the appropriate state and local health certifications for the facility.

- (4) OUSD Nutrition Services will not be obligated to provide any meals on days when it is not open for business.
- (5) The timeline for the pilot program is as follows:

Phase 1—Program development: March 18th- May 5th

For this project to succeed, Food Shift will need to assess the capacity and resources within the schools, including but not limited to:

- Establish storage and distribution sites: determine the capacity of food storage (availability of a refrigerator or freezer; room to hold the cold storage unit) at each school as well as determine a site for the actual distribution period (for example, a portion of the library, a multi-purpose room, unused classroom, etc.)
- Conduct focus groups and distribute surveys to assess best times for food distribution and test project language: In consultation with the school principal, Food Shift will meet with parent groups and distribute surveys to help determine best times for distribution, positive framing language, and to address any initial concerns parents may have about the program.
- Recruit parent volunteers to assist in the distribution and advertisement of the program: Food Shift and OUSD plan to recruit parents to help spread the word about the program, the times of distribution, and potentially assist in handing out the food during specified periods.
- Timing of distribution in respect to food safety and expiration dates: In the event Food Shift isn't able to coordinate the delivery of perishables, such as milk, to receive expiration dates which fall after the primary distribution date, or freeze the food to extend its shelf life, sites will need to distribute food more than once a week. If this is required, Food Shift and OUSD may utilize our parent volunteers to help facilitate the additional distribution periods.
- Partner with local food assistance organizations: Food Shift will coordinate with local food pantries, soup kitchens, churches and other food assistance groups to determine which location will receive food not taken by students and their families.

Phase 2—Initial Implementation: May 6th – June 13th

- Food Shift will begin the food recovery and donation program in our pilot sites in East Oakland: Brookfield Elementary and New Highland/Rise.

Step 1: Each day at the end of the lunch period, surplus food which cannot be returned to the cafeteria for re-use will be put in a refrigerator or freezer (location TBD) by cafeteria staff or parent volunteers.

Step 2: Depending on each school's capacity and resources, Food Shift will visit each school one to two times a week to weigh and inventory the rescued food. Food Shift will divide and pack food for students and their families to pick-up during pre-determined times and at a set location within the school. Food Shift will also provide educational materials on the problem of food waste and tips to reduce food waste in the home.

Step 3: Any food not claimed by students and their families, as well as any pans of cooked food, will be delivered by Food Shift to a local community partner (food pantry, church, soup kitchen, etc.).

Phase 3—Initial Evaluation and Preparation for Additional Sites: May 28th –August 28th

- During the last three weeks of the 2012-2013 school year, Food Shift and OUSD will distribute surveys to students and families who participate in the program as well as conduct in-person interviews and focus groups with interested parents whom we met with at the beginning of the pilot. Food Shift will use the summer break to evaluate the responses.
- Meet with staff and determine resources, capacity at other schools in West and East Oakland in preparation for expanding the program. Additional schools may be added and initiated in the fall of 2013 or they may be added throughout the school year. Our evaluation process will help determine the pace and scale during the pilot year.

Phase 4—Pilot Program: August 29th 2013–June 18th 2014

- Working from the lessons learned from the initial implementation evaluation, Food Shift will continue the program at the first two schools, Brookfield and New Highland/Rise. Expansion is contingent upon several factors including: success of development at new sites (staff buy-in, relationship building with parents, access to food storage and distribution sites), funding and agreement between Food Shift and OUSD.

- (6) Food Shift will pay for all transportation costs and for the equipment necessary to transport food, dependent upon securing funding. OUSD is responsible for purchasing and/or maintaining refrigeration or freezers at the school site.

(7) **Insurance:**

Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:

- i. If Food Shift employs any person to perform work in connection with this Agreement, Food Shift 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:

- o Food Shift 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.

Food Shift does not employ anyone in the manner subject to the workers' compensation laws of California.

ii. Food Shift 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 Food Shift. The policy shall protect Food Shift 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.

- (8) As provided in the Bill Emerson Good Samaritan Food Donation Act of 1996, all parties agree that the Oakland Unified School District, OUSD Nutrition Services and Food Shift liability under this Agreement is limited to instances of gross negligence or intentional misconduct and that OUSD shall have no liability in civil or criminal law related to the age, packaging, or condition of apparently wholesome food or apparently fit grocery products donated in good faith under this Agreement. Food Shift 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. Food Shift 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 Food Shift in connection with the performance of this Agreement. OUSD agrees to hold harmless, indemnify, and defend Food Shift 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. This provision survives termination of this Agreement.
- (9) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of food.
- (10) All business and information relating to the execution of this Agreement and the services thereof, including kitchen visitations, will be directed to the Director of OUSD Nutrition Services.
- (11) All notices required by this Agreement will be in writing and either personally delivered or mailed by regular mail, postage prepaid,

To OUSD

Jennifer LeBarre, Director OUSD, Department of Nutrition Services

900 High Street, Oakland, CA 94601

Address

(510) 879-8345

Telephone Number

(510) 879-1779

Fax Number

Jennifer.LeBarre@ousd.k12.ca.us

Email

Food Shift

TO

2150 Allston Way, Suite 460 Berkeley, CA 94704

Address

202-276-7770

Telephone Number

Fax Number

kelly@foodshift.net

Email

- (12) This Agreement will be interpreted and construed under and governed and enforced by the laws of the State of California without reference to choice of law rules.
- (13) This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, understandings, representations and Agreements, if any.

Name and Title of OUSD Nutrition Services Jennifer LeBarre, Director	Telephone Number (510) 879-8345
Signature of OUSD Nutrition Services	Date
Name and Title of Receiving Agency Official Kelly ErnstFriedman	Telephone Number (202) 276-7770
Signature of Receiving Agency Official	Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above

President, Board of Education
Oakland Unified School District

5/23/13
Date

Superintendent, Anthony Smith
Oakland Unified School District

5/23/13
Date

Edgar Rakestraw, Jr., Secretary
Board of Education

(510) 879-1779

Fax Number

Jennifer.LeBarre@ousd.k12.ca.us

Email

Food Shift

TO

2150 Allston Way, Suite 460 Berkeley, CA 94704

Address

202-276-7770

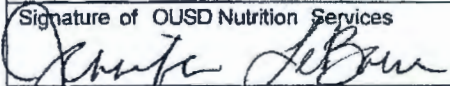
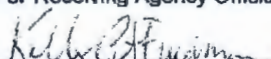
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Signature of OUSD Nutrition Services 	Date 5/11/2013
Name and Title of Receiving Agency Official Kelly ErnstFriedman	Telephone Number (202) 276-7770
Signature of Receiving Agency Official 	Date 5/11/13

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President, Board of Education
Oakland Unified School District

Date

Superintendent, Anthony Smith
Oakland Unified School District

Date

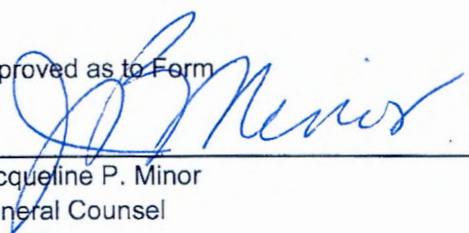
Executive Director
Earth Island Institute

Date

Executive Director, Dana Frasz
Food Shift

Date

Approved as to Form



Jacqueline P. Minor
General Counsel
OUSD

Date

4/24/2013

Edgar Rakestraw, Jr., Secretary
Board of Education