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Introduction Date	11-6-13
Enactment Number	13-2371
Enactment Date	11/6/13 dA



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Gary Yee, Ph.D., Interim Superintendent  
 Vernon Hal, Deputy Superintendent, Business & Operations  
 Jennifer Le Barre, Director of Nutrition Services

**Board Meeting Date**

**Subject** Request for Approval of Food Service Agreement between Oakland Unified School District, Nutrition Services and House of Bagels

**Action Requested** Approval by the Board of Education of Food Service Agreement between Oakland Unified School District, Nutrition Services and House of Bagels effective November 7, 2013

**Background** Oakland Unified School District Nutrition Services is working to improve the nutritional content and variety of items served to students through the School Breakfast Program. House of Bagels provides locally prepared and baked bagels using healthy ingredients.

**Discussion** Oakland Unified School District Nutrition Services has been implementing several changes in an effort to improve the nutritional quality and content of the meals served to our students. Nutrition Services will purchase product and serve to students as part of the School Breakfast Program.

**Recommendation** Approval by the Board of Education of Food Service Agreement between Oakland Unified School District, Nutrition Services and House of Bagels

**Fiscal Impact** Nutrition Services will purchase no more than \$40,000 of product.

**Attachments** Food Service Agreement

California Department of Education	School Nutrition Programs
Nutrition Services Division	September 2013

**FOOD SERVICE AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND THE BREAD PROJECT  
OAKLAND UNIFIED SCHOOL DISTRICT**

California Department of Education – Nutrition Services Division
Local Vendor House of Bagels

This Agreement, executed in duplicate and entered into on September 15, 2012 between Oakland Unified School District Nutrition Services, hereinafter referred to as OUSD and the vendor House of Bagels, hereinafter referred to as HOB created for the purpose of providing:

- Breakfast bagels under the School Breakfast Programs

It is hereby agreed that:

- (1) Either party may terminate this agreement for cause upon thirty days written notice. Either party may also terminate this agreement without cause by giving 90 days prior written notice. Notice of termination will be provided in writing to the respective parties.
- (2) HOB will provide nutrition label to OUSD for nutritional analysis. Items must be approved by OUSD prior to sale to students.
- (3) HOB will prepare the bagels in their facility at 5030 Geary Boulevard, San Francisco, CA 94118. These preparation sites will maintain the appropriate state and local health certifications for the facility.
- (4) OUSD will notify HOB of the number of bagels no later than two (2) business days before the delivery dates.
- (5) HOB will deliver to the following sites:

Site	Op. Days
<u>Elementary</u>	
102 Bella Vista 102-25 K-5	169 days
116 Franklin 116-35 K-5	169 days
118 Garfield 118-37 P812-5	169 days
125F Highland Federation	169 days


128F Jefferson Federation	169 days
133 Lincoln 133-55 K-5	169 days
177F Stonehurst Federation	169 days
179F Manzanita Federation	169 days
183 PLACE at Prescott	169 days
201 Claremont 201-87 6-8	169 days
202F Elmhurst Federation	169 days
203 Frick	178 days
204 West Oakland Middle School	175 days
205F Simmons Federation	179 days
206 Harte 206-92 6-8	169 days
207F Havenscourt	173 days
210 Brewer 210-97 6-8	169 days
211 Montera 211-98 6-8	169 days
212 Roosevelt	175 days
213 Westlake 213-100 6-8	169 days
215 Madison	180 days
301F Castlemont Community	169 days
302F Fremont Academies	169 days
303F McClymonds Federation	170 days
304 Oakland 304-107 9-12 Int.	169 days
305 Technical 305-110 9-12	169 days
306 Skyline 306-108 9-12	170 days
309 Bunche Continuation	169 days

310 Dewey 310-102 8-12	170 days
353 Oakland International High	169 days
<b>TOTAL</b>	

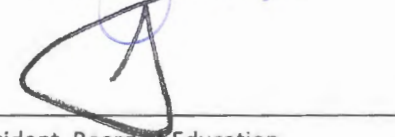
- (6) OUSD will be obligated to accept and pay for the number of items requested (see # 13 for prices)
- (7) HOB will develop a delivery schedule and communicate that to OUSD.
- (8) HOB will provide all the equipment necessary to transport and maintain proper temperature for the bagels.
- (9) OUSD will return on a daily basis any all property owned by HOB.
- (10) No later than one (1) week prior to the end of each month OUSD will provide to HOB a monthly menu consisting off the bagels to be served the following month.
- (11) HOB will submit to OUSD itemized invoices for the bagels. The invoices will be calculated using the following pricing:
  - a. 51% whole grain plain bagel (2 oz.), equals 2 grain breads requirement \$0.45/unit (144/ case)
  - b. 51% whole grain blueberry bagel (2 oz.), equals 2 grain breads requirement: \$0.45/unit (144/ case)
- (12) Invoices will be submitted upon delivery
- (13) OUSD will submit payment to HOB in such form as required by HOB within 30 days of receipt of invoice. All late payments will be subject to a 1.5% finance fee.
- (14) The gift or exchange of commodities is not permitted. Until students are served breakfast, all food remains the property of HOB.
- (15) HOB will indemnify and hold OUSD and its officers, employees, and agents harmless from any and all liability, cost or expense incurred as a result of negligence on the part of TBP. OUSD will indemnify and hold HOB and its officers, employees and agents harmless from any and all liability, cost or expense incurred as a result of negligence on the part of OUSD.
- (16) HOB will keep and maintain liability insurance including extended coverage for product liability in an amount no less than \$1,000,000 for each occurrence and will provide the OUSD with a certificate evidencing insurance in the amount, naming the OUSD as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the OUSD.
- (17) Both parties will comply with all applicable federal, state and local stature and regulations with regard to the preparation and service of National School Lunch Program and National School Breakfast Program, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State and local authorities in accordance with applicable statutes and regulations.
- (18) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Director, OUSD or designee.

Name and Title of OUSD Official: Jennifer LeBarre Director Nutrition Services	Telephone Number: 510.434.2250
Signature of OUSD Official: 	Date: 9/30/13
Name and Title of Vendor Official: Neil Adelman Wholesale Sales	Telephone Number: 415 272 3982
Signature Of Vendor Official : 	Date: 9/30/13

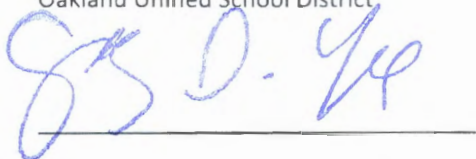
Oakland Unified School District




Dr. Gary Yee, Interim Superintendent

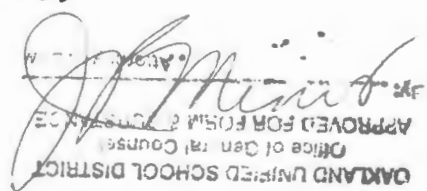


President, Board of Education  
Oakland Unified School District



Secretary, Board of Education  
Oakland Unifict

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 By: 

  
 OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of General Counsel  
 APPROVED FOR FORM 8085-0001-02

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