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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent
Hitesh Haria, Chief Operations Officer *[Signature]*
Jennifer L eBarre, Executive Director Nutrition Services

Board Meeting Date June 22, 2016

Subject Request for Approval of Food Services Agreement between Oakland Unified School District Nutrition Services and Castlemont Academy Charter

Action Requested Approval by the Board of Education of Food Services Agreement between Oakland Unified School District and Castlemont Academy Charter

Background Castlemont Academy Charter requested that Nutrition Services provide breakfast, lunch and snack service. Nutrition Services will provide meals based on attached agreement.

Discussion Oakland Unified School District is able to provide meals and services to Castlemont Academy Charter in compliance with National School Lunch protocols through the Castlemont High School kitchen.

Recommendation Approval by the Board of Education of the Food Services Agreement between Oakland Unified School District and Castlemont Academy Charter.

Fiscal Impact Approximated increased revenue of \$69,660 from Federal & State reimbursements. Will be cost neutral or better.

Attachment Food Services Agreement

FOOD SERVICE AGREEMENT

Administering Sponsor: Oakland Unified School District	
Agreement Number: 01-61259-0000000-01	Vendor Number: 6125-00

Receiving Sponsor: Castlemont Academy Charter	
Agreement Number: N/A	Vendor Number: N/A

This Agreement, executed in duplicate and entered into on (date) 9/11/02, between the Administering Sponsor, hereinafter referred to as School Food Authority (SFA), and the receiving sponsor, Castlemont Academy Charter, hereinafter referred to as Castlemont Academy created for the purpose of providing: (check all that apply)

- Lunches under the National School Lunch Program
- Breakfasts under the School Breakfast Program
- Snacks under the Meal Supplements in the National School Lunch Program

It is hereby agreed that:

- (1) The SFA will represent the CASTLEMONT ACADEMY as the Child Nutrition Program "Sponsor" and will claim reimbursement from the California Department of Education for all meals served to children enrolled in the CASTLEMONT ACADEMY. Reimbursement will be claimed at the rate of one breakfast/lunch/snack per child per day, only for complete meals/snacks counted at the point of service, and according to each child's eligibility category.
- (2) Once approved by the California Department of Education, this agreement will automatically renew on an annual basis unless terminated. Either party may terminate this agreement for cause upon ten days written notice. Either party may also terminate this agreement without cause by giving written notice by June 1 preceding the upcoming school year. Notice of termination will be provided in writing to the California Department of Education, Nutrition Services Division and the SFA.
- (3) The SFA will conduct the free and reduced-price application process, including the distribution, review, and approval of applications for the sites belonging to CASTLEMONT ACADEMY. CASTLEMONT ACADEMY will create and update the student rosters and provide current lists in Excel to the SFA as soon as possible after changes occur via email to Flynn.ing@ousd.org and Zenaida.perea@ousd.org. In turn the SFA will create and update eligibility rosters and provide current lists to CASTLEMONT ACADEMY as soon as possible after changes occur.
- (4) The SFA will provide and pay salary and benefits for a permanent staff member to perform the point of service meal counts for a minimum of three (3) hours. Hours will be increased if meal counts increase sufficiently to pay for that increase. The SFA will use its Meals Per

Labor Hour staffing standard to make this determination. If CASTLEMONT ACADEMY requests hours above the three hour minimum, it will pay the SFA the additional labor cost. The labor cost will be an hourly rate that includes salary & benefits and is subject to change based on any annual increases in cost. This rate will be communicated no later than July 30th of each school year. For 2015-16 SY the rate will be \$17.50 per hour.

- (5) The SFA will perform the required daily and monthly edit checks.
- (6) The SFA will ultimately be responsible for meal count and claiming accountability, provided however, if Castlemont is closed or is not co-located with CASTLEMONT ACADEMY but CASTLEMONT ACADEMY remains at the site, CASTLEMONT ACADEMY shall be responsible for meal count accountability.
- (7) The SFA will perform the verification process and will notify CASTLEMONT ACADEMY of its findings.
- (8) CASTLEMONT ACADEMY will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly when CASTLEMONT ACADEMY staff completes the point-of-service meal counts.
- (9) The SFA will provide meals (breakfast, lunch, and after school snack) to CASTLEMONT ACADEMY that comply with the nutrition standards established by the United States Department of Agriculture for the Traditional menu planning option for Breakfast and After School Snack and SHAPE Nutrient Standard menu planning option for Lunch.
- (10) The SFA will prepare the meals/snacks in the Castlemont High School, 8601 MacArthur Blvd., Oakland, CA 94605. This preparation site will maintain the appropriate state and local health certifications for the facility. If CASTLEMONT ACADEMY moves from the shared location another preparation site may be assigned
- (11) CASTLEMONT ACADEMY will notify the SFA of the number of meals/snacks needed no later than 9:00 each day for lunch. Breakfast counts will be established by the 2nd week of school and that number of meals will be sent daily until CASTLEMONT ACADEMY notifies Castlemont. The After School Snack counts will be established by CASTLEMONT ACADEMY and will be sent as ordered until CASTLEMONT ACADEMY notifies cafeteria cook. The adjustment for both Breakfast and Lunch must be made 2-3 business days prior to effective date.
- (12) CASTLEMONT ACADEMY will be obligated to accept and pay for the number of meals requested (see # 20 for prices).
- (13) The SFA will provide meals on days when the SFA is not open for business. However, the meals will be modified to bagged meals and staff will not be provided..
- (14) The SFA will provide all the equipment necessary to transport and maintain proper temperature for the meals/snacks, including a milk cooler.
- (15) If CASTLEMONT ACADEMY moves from shared site, the SFA will be responsible for transporting the meals/snacks from the preparation site cafeteria to CASTLEMONT ACADEMY. The delivery of prepared meals will be no later than 11:00am, unless

otherwise agreed upon by the SFA and CASTLEMONT ACADEMY. Breakfast will be delivered with Lunch for next day consumption. Snack will be delivered with Lunch.

- (16) Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.
- (17) CASTLEMONT ACADEMY will return on a daily basis any and all property owned by the SFA.
- (18) The SFA will provide the necessary trays, dishes, utensils, straws, and napkins.
- (19) No later than one (1) week prior to the end of each month the SFA will provide to CASTLEMONT ACADEMY a monthly menu consisting of the meals/snacks to be served the following month. This menu will be made available online at www.ousd.org.
- (20) The SFA will submit to CASTLEMONT ACADEMY itemized invoices for the meals/snacks. The invoices will be calculated using the following pricing: Breakfast Paid students: \$1.50; Breakfast Reduced Students \$0.30; Lunch Paid students \$2.50; Lunch Reduced Students \$0.40. All meals ordered by CASTLEMONT ACADEMY, but not consumed will be charged at the paid student rate, \$1.50 for Breakfast, \$2.50 for Lunch, and \$0.95 for Snack. CASTLEMONT ACADEMY will submit payment to the SFA in such form as required by the SFA on or before the 15th day of the following month. Prices are subject to change annually at minimum and may increase during the school year based on food costs. Exception: CASTLEMONT ACADEMY will be invoiced for meals purchased and consumed by students as part of regular meal service.
- (21) When requested by CASTLEMONT ACADEMY, the SFA will provide sack lunches for field trips that meet the meal pattern requirements. Sack lunches for field trips will be requested at least 10 working days in advance. The cost per lunch will remain the same as for the regular lunch. CASTLEMONT ACADEMY will be responsible for maintaining the appropriate temperature of lunches until served.
- (22) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all food remains the property of the SFA.
- (23) CASTLEMONT ACADEMY will defend and indemnify and hold the SFA 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 CASTLEMONT ACADEMY.
- (24) CASTLEMONT ACADEMY 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 SFA with a certificate evidencing insurance in the amount, naming the SFA as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the SFA.
- (25) The SFA will defend and indemnify and hold CASTLEMONT ACADEMY 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 the SFA.
- (26) The SFA 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 CASTLEMONT ACADEMY with a certificate evidencing insurance in the amount, naming

CASTLEMONT ACADEMY as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to CASTLEMONT ACADEMY. The parties agree that SFA is permissibly self-insured and shall provide evidence thereof to CASTLEMONT ACADEMY upon request.

- (27) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, 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.
- (28) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Director, SFA or designee.

Name and Title of SFA Official <i>Jennifer LeBarre</i>	Telephone Number <i>(510) 434-3334</i>
Signature of SFA Official <i>Jennifer M. LeBarre</i>	Date <i>4/28/16</i>
Name and Title of Receiving Agency Official <i>[Faint signature]</i>	Telephone Number <i>(510) 455 1027</i>
Signature of Receiving Agency Official <i>[Faint signature]</i>	Date <i>4.20.16</i>
California Department of Education Signature	Approved <input type="checkbox"/> Denied <input type="checkbox"/> Date

[Signature]
 Superintendent, Oakland Unified School District *4/22/16*

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 By: *[Signature]*

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of General Counsel
 APPROVED FOR FORM & SUBSTANCE
[Signature]
 Attorney at Law
[Signature]
 James Harris *6/22/16*
 President, Board of Education