

Board Office Use: <b>Legislative File Info.</b>	
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Enactment Number	13-1358
Enactment Date	6-26-13



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 *VEH*  
Jennifer Le Barre, Director of Nutrition Services

Board Meeting Date 6-26-13

Subject Request for Approval of Food Service Agreement between YJP Pizza Inc. dba Papa John's and Oakland Unified School District Nutrition Services.

**Action Requested** Approval by the Board of Education of Food Service Agreement between YJP Pizza Inc. dba Papa John's and Oakland Unified School District Nutrition Services.

**Background** Oakland Unified School District Nutrition Services has been working to improve the quality of meals for several years by increasing the amount of freshly prepared meals. Due to facility issues, the majority of schools receive individually pre-packaged meals from two (2) central kitchens located at Oakland High School and PLACE @ Prescott.

**Discussion** In an effort to eliminate pre-packaged pizza products, OUSD Nutrition Services will work with a local business, YJP Pizza Inc. dba Papa John's in a pilot program to provide freshly prepared pizza at ten (10) schools throughout the District. All products will be in compliance with National School Lunch Program requirements as well as local Wellness Policy.

**Recommendation** Approval by the Board of Education of Food Service Agreement between YJP Pizza dba Papa John's and Oakland Unified School District Nutrition Services.

**Fiscal Impact** Nutrition Services will purchase no more than \$72,000 in products using reimbursement received from the National School Lunch Program.

**Attachments** Food Service Agreement

## FOOD SERVICE AGREEMENT

Oakland Unified School District	

Local Vendor	
Papa John's	

This Agreement, executed in duplicate and entered into on November 12, 2012 between Oakland Unified School District Nutrition Services, hereinafter referred to as OUSD and the vendor Papa John's hereinafter referred to as Papa John's created for the purpose of providing: (check  all that apply)

Freshly prepared pizza

### It is hereby agreed that:

- (1) Either party may terminate this agreement for cause upon ten 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) Papa John's will provide freshly prepared pizza to the sites on a weekly basis that comply with the nutrition standards established by the United States Department of Agriculture for the Healthy Hunger Free Kids Act menu planning option for Lunch as well as OUSD's Wellness Policy.
- (3) Papa John's will provide a la carte snacks in compliance with SB 12 and OUSD's Wellness Policy.
- (4) Papa John's will provide recipes to OUSD for nutritional analysis. Items must be approved by OUSD prior to sale to students. OUSD agrees that it will protect the confidentiality of Papa John's recipes and will not disclose said recipes to competitors of Papa John's or other suppliers or vendors of OUSD.
- (5) Papa John's will prepare the meals/snacks in their facilities at:  
Oakland Location;  
3301 E 12th St., Suite#117, Oakland.  
  
Berkeley Location;  
2222 Shattuck Ave., Berkeley.

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

- (6) OUSD will notify Papa John's of the number of meals/snacks needed no later than 9:00 am each menu day for lunch until a par level is developed.
- (7) Papa John's will deliver the following sites for the amounts noted.

**GROUP 1**

No.	SCHOOLS	ADDRESS	PIZZAS
3	LAFAYETTE	1700 MARKET ST., 94607	26
5	THINK COLLAGE KNOW	2825 INTERNATIONAL ST., 94601	52
7	FRUITVALE	3200 BOSTON AVE., 94602	32
10	FUTURES	6701 INTERNATIONAL BLVD., 94621	62

**TOTAL 172**

**GROUP 2**

No.	SCHOOLS	ADDRESS	PIZZAS
2	GREENLEAF	6328 E 17th ST., 94621	42
3	ACRON WOODLAND	1025 81st AVE., 94621	79
4	EAST OAKLAND PRIDE	8000 BIRCH ST., 94621	42
6	HORACE MANN	5222 YGNACIO AVE., 94601	31
8	BROOKFIELD	401 JONES AVE., 94603	33
9	REACH ACADEMY	9860 SUNNYSIDE ST., 94603	34

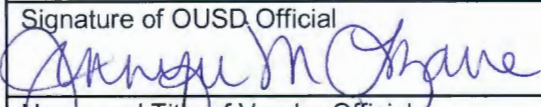
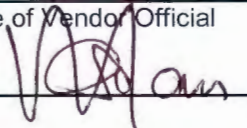
**TOTAL 261**

- (8) OUSD will be obligated to accept and pay for the number of meals/items requested (see # 16 for prices).
- (9) Papa John's will provide pizzas to sites on rotational basis, every other week between Group 1 and Group 2.
- (10) Papa John's will deliver products no earlier than one half hour before start of first lunch. This will vary by site.
- (11) Papa John's will provide all the equipment necessary to transport and maintain proper temperature for the meals/snacks.
- (12) Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.

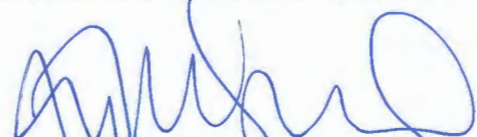



- (13) OUSD will return on a daily basis any and all property owned by Papa John's.
- (14) Papa John's will submit to OUSD itemized invoices for the meals/snacks. The invoices will be calculated using the following pricing:
  - a. \$7.99 per pizza with an annual cost not to exceed \$72,000
- (15) Invoices will be submitted upon delivery.
- (16) OUSD will submit payment to Papa John's in such form as required by Papa John's within 30 days of receipt of invoice.
- (17) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all food remains the property of Papa John's.
- (18) Papa John's 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 Papa John's. OUSD will indemnify and hold Papa John's 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.
- (19) Papa John's 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.
- (20) 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 A la Carte Snacks, 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.
- (21) 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.
- (22) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of 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.epls.gov/epls/search.do>)

Name and Title of OUSD Official Jennifer LeBarre Director Nutrition Services	Telephone Number ( 510 )434-3334
Signature of OUSD Official 	Date 11/20/12
Name and Title of Vendor Official Gurpreet Mannu , CEO	Telephone Number (510) 332 0719
Signature of Vendor Official  ( YJP Pizza, Inc. dba Papa John's	Date 11/20/12

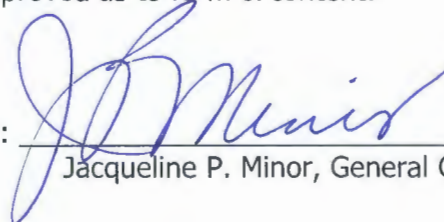
**Oakland Unified School District**

  
 Dr. Anthony Smith, Superintendent

 6/27/13  
 President, Board of Education  
 Oakland Unified School District

 6/27/13  
 Secretary, Board of Education  
 Oakland Unified School District

Approved as to form & content:

By:   
 Jacqueline P. Minor, General Counsel