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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 *VEH*
Jennifer Le Barre, Director of Nutrition Services

Board Meeting Date 6-26-13

Subject Request for Approval of Food Service Agreement Between Oakland Unified School District Nutrition Services and KIPP Bay Area Charter

Action Requested Approval by the Board of Education of Food Service Agreement Between Oakland Unified School District Nutrition Services and KIPP Bay Area Charter effective July 1, 2013.

Background KIPP Bay Area Charter, which shares a campus with West Oakland Middle School, approached Oakland Unified School District Nutrition Services to provide meals for the 2013-14 school year and beyond. All expenses will be paid for through Federal and State meal program reimbursement.

Discussion Oakland Unified School District Nutrition Services provides meal services to other charter schools that share sites with District schools. The system works well for all parties involved.

Recommendation Approval by the Board of Education of Food Service Agreement between Oakland Unified School District, Nutrition Services and KIPP Bay Area Charter.

Fiscal Impact None

Attachments Food Service Agreement

FOOD SERVICE AGREEMENT

Administering Sponsor: <u>Oakland Unified School District</u>	
Agreement Number: 01-61259-0000000-01	Vendor Number: 6125-00
Receiving Sponsor: <u>KIPP Bay Area Schools</u>	
Agreement Number: N/A	Vendor Number: N/A

This Agreement, executed in duplicate and entered into on (date) 7/1/13, between the Administering Sponsor, hereinafter referred to as School Food Authority (SFA), and the receiving sponsor, KIPP Bay Area Schools, hereinafter referred to as KIPP created for the purpose of providing: (check all that apply)

- X Lunches under the National School Lunch Program
- X Breakfasts under the School Breakfast Program
- X Snacks under the Child & Adult Care Food Program
- X Suppers under the Child & Adult Care Food Program

It is hereby agreed that:

- (1) The SFA will represent the KIPP 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 KIPP. Reimbursement will be claimed at the rate of one breakfast/lunch/snack/supper 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 KIPP. KIPP 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 jennifer.lebarre@ousd.k12.ca.us. In turn the SFA will create and update eligibility rosters and provide current lists to KIPP 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 while KIPP shares a cafeteria with a District school. If KIPP moves from a shared site, KIPP will perform the point of service meal counts. The SFA will provide training as necessary to staff at KIPP regarding point-of-service meal counts and completion of all required documents.

- (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, when providing staff. Staffing is contingent upon participation and location.
- (7) The SFA will perform the verification process and will notify KIPP of its findings.
- (8) KIPP will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly when KIPP staff completes the point-of-service meal counts.
- (9) The SFA will provide meals (breakfast, lunch, after school snack & supper) to KIPP that comply with the nutrition standards established by the United States Department of Agriculture outlined in the Healthy Hunger Free Kids Act and Child & Adult Care Food Program.
- (10) The SFA will prepare the meals/snacks in the West Oakland Middle School kitchen. This preparation site will maintain the appropriate state and local health certifications for the facility. If KIPP moves from the shared location another preparation site may be assigned
- (11) KIPP will notify the SFA of the number of meals served in previous years for the first week of school. Afterwards, meal preparation will be based on participation rates. The After School Snack counts will be established by KIPP and will be provided as ordered until KIPP notifies SFA.
- (12) 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. KIPP will be responsible for proper meal counts on these days.
- (13) The SFA will provide all the equipment necessary to transport and maintain proper temperature for the meals/snacks, including a milk cooler.
- (14) If KIPP moves from shared site, the SFA will be responsible for transporting the meals/snacks from the preparation site cafeteria to KIPP. The delivery of prepared meals will be no later than 11:00am, unless otherwise agreed upon by the SFA and KIPP. Breakfast will be delivered with Lunch for next day consumption. Snack will be delivered with Lunch.
- (15) Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.
- (16) KIPP will return on a daily basis any and all property owned by the SFA.
- (17) The SFA will provide the necessary trays, dishes, utensils, straws, and napkins.
- (18) No later than one (1) week prior to the end of each month the SFA will provide to KIPP a monthly menu consisting of the meals/snacks to be served the following month. This menu will be made available online at www.ousd.k12.ca.us .

- (19) The SFA will submit to KIPP itemized invoices for the meals/snacks. Lunch provided by the West Oakland Middle School Cafeteria. The invoices will be calculated using the following pricing: Breakfast Paid students: \$1.25; Breakfast Reduced Students \$0.30; Lunch Paid students \$3.00; Lunch Reduced Students \$0.40. KIPP will not be invoiced for meals purchased and consumed by students as part of regular meal service. All meals outside the regular meal service that are ordered by KIPP, but not consumed, will be charged at the paid student rate, \$1.25 for Breakfast, \$3.00 for Lunch, and \$0.85 for Snack. KIPP 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.
- (20) When requested by KIPP, 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. KIPP will be responsible for maintaining the appropriate temperature of lunches until served.
- (21) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all food remains the property of the SFA.
- (22) KIPP will 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 KIPP.
- (23) KIPP 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.
- (24) The SFA will indemnify and hold KIPP 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.
- (25) 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 KIPP with a certificate evidencing insurance in the amount, naming KIPP as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to KIPP. The parties agree that SFA is permissibly self-insured and shall provide evidence thereof to KIPP upon request.
- (26) 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.
- (27) 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, Executive Director</i>	Telephone Number <i>510 434-3334</i>
Signature of SFA Official <i>Jennifer LeBarre</i>	Date <i>6/4/13</i>
Name and Title of Receiving Agency Official <i>David Lee, Asst. Director of Operations</i>	Telephone Number <i>(510) 465 5477</i>
Signature of Receiving Agency Official <i>David Lee</i>	Date <i>6/3/2013</i>
California Department of Education <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied Signature <i>[Signature]</i>	Date <i>6/27/13</i>

David Kakishiba
President, Board of Education

OUSD certifies that OUSD nor the Contractor appears on the Excluded Parties List at:
<https://www.sam.gov/portal/public/SAN>

Edgar Rakestraw, Jr.
Edgar Rakestraw, Jr., Secretary
Board of Education
6/27/13

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
by: *[Signature]*
Attorney at Law