

Board Office Use: Legislative File Info.	
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Introduction Date	3/28/12
Enactment Number	12-0965
Enactment Date	3-29-12 <i>ka</i>



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 *NEW*
 Jennifer Le Barre, Director of Nutrition Services

Board Meeting Date

Subject Request for Approval of Agreement between Oakland Unified School District Nutrition Services and Oakland Potluck- Teen Challenge

Action Requested Approval by the Board of Education of Agreement between Oakland Unified School District and Oakland Potluck- Teen Challenge starting March 1, 2012- March 31, 2015.

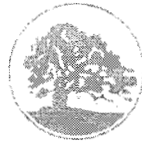
Background Oakland Potluck contacted Nutrition Services to establish an agreement to pick up leftover meals that would otherwise be disposed of to serve to homeless participants in their programs. Additionally, Nutrition Services has been implementing practices that will reduce meal program related waste.

Discussion Nutrition Services operates the National School Lunch Program at 101 K-12 schools and three (3) charters. Approximately 60% of these schools receive individually wrapped meals from OUSD's central kitchens. California Food Code and adherence to food safety principals requires that food items, once cooked must be disposed of. In order to prevent waste and reduce the amount of meal program waste, Oakland Potluck-Teen Challenge will pick up the meals and serve them to their participants. Most of these participants are homeless and rely on the meals provided by Teen Challenge.

Oakland Potluck with indemnify and hold OUSD Nutrition Services and the 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 Act of 1996.

Recommendation Approval by the Board of Education of Agreement between OUSD and Oakland Potluck- Teen Challenge.

Fiscal Impact None



This Agreement, executed in duplicate, and entered into on March 1, 2012, is between Oakland Unified School District (OUSD), acting by and through OUSD Nutrition Services, hereinafter referred to as OUSD Nutrition Services and Oakland Potluck, hereinafter referred to as Oakland Potluck, under the authority of 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 Oakland Potluck's Teen Challenge to pick up pre-packaged food and milk that are deemed surplus to be served to Teen Challenge program participants in need of food.
- (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.
- (3) OUSD Nutrition Services will provide the meals/snacks & milk from the following school cafeteria sites:

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

Brookfield Elementary-401 Jones 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

OUSD Nutrition Service will provide surplus milk only 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

New Highland-8521 A Street, 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) Teen Challenge will provide all the pay for all transportation costs and for the equipment necessary to transport and maintain proper temperature for the meals/snacks, including a milk cooler.
- (6) Both parties will determine school sites from which surplus food will be picked up.
- (7) Oakland Potluck 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, cost, expenses, claims, lawsuits, fines and/or penalties (including reasonable attorneys' fees) arising out of or in any way related connected to this Agreement, the provision and transportation of food or the performance of this Agreement.
- (8) As provided in the Bill Emerson Good Samaritan Food Donation Act of 1996, the parties agree that the Oakland Unified School District and OUSD Nutrition Services 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.
- (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

Oakland Potluck

TO

6114 La Salle #733, Oakland CA 94611

Address

(510) 272-0414

Telephone Number

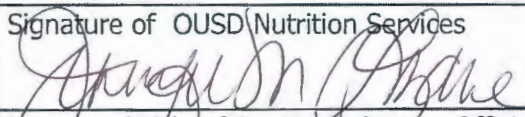
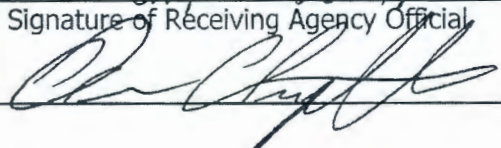
(510) 339-0858

Fax Number

BeverlyOchsner@comcast.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.

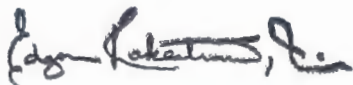
Name and Title of OUSD Nutrition Services Jennifer LeBarre, Director	Telephone Number (510) 879-8345
Signature of OUSD Nutrition Services 	Date 2/10/12
Name and Title of Receiving Agency Official Oscar Chiquillo Development Coordinator	Telephone Number (510) 562-1141
Signature of Receiving Agency Official 	Date 2/8/12

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



 President, Board of Education
 Oakland Unified School District


Date
3/29/12



 Secretary, Board of Education
 Oakland Unified School District

Date
3/29/12

Approved as to Form



 Jacqueline P. Minor
 General Counsel
 OUSD

Date
3/1/12

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 By: dz

