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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 The Bread Project and Oakland Unified School District, Nutrition Services

Action Requested Approval by the Board of Education of Food Service Agreement between The Bread Project and Oakland Unified School District Nutrition Services (OUSD-NS) starting July 1, 2013.

Background Oakland Unified School District Nutrition Services has been purchasing product from The Bread Project since 2011-12 school year. Through this project, OUSD-NS has purchased locally produced baked goods for service in the School Breakfast and Lunch Programs.

Discussion Through this Food Service Agreement, the number of sites and products will increase from ten to 31 one schools for the 2013-14 school year. All products comply with new School Breakfast menu program regulations.

Recommendation Approval by the Board of Education of Food Service Agreement between The Bread Project and Oakland Unified School District Nutrition Services.

Fiscal Impact Nutrition Services will purchase no more than \$30,000 in products using reimbursement received from School Breakfast Program.

Attachments Food Service Agreement

California Department of Education	School Nutrition Programs
Nutrition Services Division	April 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 The Bread Project

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 The Bread Project, hereinafter referred to as TBP created for the purpose of providing:

- Breakfast Items under 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) TBP 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 TBP recipes and will not disclose said recipes to competitors of TBP or other suppliers or vendors of OUSD.
- (3) TBP will prepare the snacks in their facility at 1555 Park Avenue, Unit B, Emeryville, CA 94608 and/or 1701 San Pablo Avenue, Berkley, CA 94702. These preparation sites will maintain the appropriate state and local health certifications for the facility.
- (4) OUSD will notify TBP of the number of snacks no later than three (3) business days before the delivery dates.
- (5) TBP will deliver to the following sites:

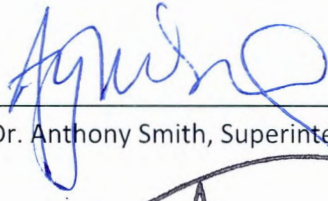
Site	Op. Days	Muffins Per Site	Monday or Friday Delivery and time	Middle of the week (before or day of) and time	Requested time for delivery
<u>Elementary</u>					
102 Bella Vista 102-25 K-5	169 days	72	Monday 6:30-7am	Day before 6:30-7am	
116 Franklin 116-35 K-5	169 days	144	Monday 7:30am	Day before 8am	
		0			

118 Garfield 118-37 P812-5	169 days	72	Friday 7-3pm	Day of 7am	
		0			
125F Highland Federation	169 days	72	Friday 7am- 2:30pm	Day of 7am	
		0			
128F Jefferson Federation	169 days	80	Friday 7-9am	Day of 7am	
		0			
133 Lincoln 133- 55 K-5	169 days	72	Friday 7:30am	Day before 7:30am	
		0			
177F Stonehurst Federation	169 days	65	Friday 6am- 2:30pm	Day of 6am	
		0			
179F Manzanita Federation	169 days	50	Friday 7am- 3pm	Day of 7am	
		0			
183 PLACE at Prescott	169 days	68	Friday 5:30am	Day of 5:30am	
		0			
201 Claremont 201-87 6-8	169 days	45	Friday 7am	Day before 7am	
		0			
202F Elmhurst Federation	169 days	70	Monday 7am	Day before 7am	
		0			
203 Frick	178 days	60	Monday 8am	Day before 8am	
		0			
204 West Oakland Middle School	175 days	70	TBD		
		0			
205F Simmons Federation	179 days	50	Friday 9am	Day of 7:30am	
		0			
206 Harte 206- 92 6-8	169 days	75	Monday 7am	Before 7am	
		0			
207F Havenscourt Federation	173 days	72	Friday 9am	Day before 9am	
		0			
210 Brewer 210- 97 6-8	169 days	60	Monday 7am	Day of 7am	
		0			
211 Montera 211-98 6-8	169 days	230	Friday 11:30am	Day before 11:30am	
		0			
212 Roosevelt	175 days	120	Friday 8am	Day before 8am	
		0			
213 Westlake 213-100 6-8	169 days	100	Friday 8:30- 10:30am	Day before 8:30-10:30am	
		0			
215 Madison	180 days	240	Friday 8am	Day before 8am	
		0			
High School					


301F Castlemont Community	169 days	46	TBD		
		0			
302F Fremont Academies	169 days	20	Friday 9am	Day before 9am	
		0			
303F McClymonds Federation	170 days	40	Monday 7am	Day before 7am	
		0			
		0			
304 Oakland 304-107 9-12 Int.	169 days	375	Friday 7am	Day before 7am	
		0			
305 Technical 305-110 9-12	169 days	147	TBD		
		0			
306 Skyline 306-108 9-12	170 days	72	Friday 7am	Day before 7am	
		0			
309 Bunche Continuation	169 days	35	TBD		
		0			
310 Dewey 310-102 8-12	170 days	30	Friday 8am	Day before 8am	
		0			
353 Oakland International High	169 days	60	Friday 7am	Day before 7am	
		0			
TOTAL		2894			

- (6) OUSD will be obligated to accept and pay for the number of items requested (see # 13 for prices)
- (7) TBP will provide snacks on days as provided by OUSD. These days will be determined and communicated to TBP by OUSD on a monthly basis.
- (8) TBP will deliver products between the hours listed above in the table. TBP will develop a delivery schedule and communicate that to OUSD.
- (9) TBP will provide all the equipment necessary to transport and maintain proper temperature for the snacks.
- (10) OUSD will return on a daily basis any all property owned by TBP.
- (11) No later than one (1) week prior to the end of each month OUSD will provide to TBP a monthly menu consisting off the snacks to be served the following month.
- (12) TBP will submit to OUSD itemized invoices for the snacks. The invoices will be calculated using the following pricing:
 - a. Chunky Wholegrain Apple Muffin (2.2 oz.), equals 2 grain breads requirement \$0.38/unit
 - b. Wild Blueberry Wholegrain Muffin (2.2 oz.), equals 2 grain breads requirement: \$0.45/unit
 - c. Starting July 1st 2013 OUSD will require either a 55g and or a 82.5g weight muffin per the USDA memo SP 30 – 2012 (attached)

Oakland Unified School District

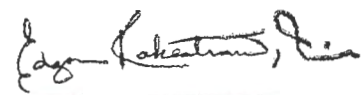


Dr. Anthony Smith, Superintendent



6/27/13

President, Board of Education
Oakland Unified School District





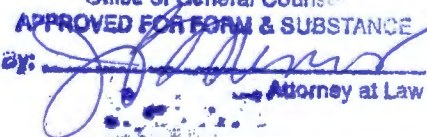
6/27/13

Secretary, Board of Education
Oakland Unified School District

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

- (13) Invoices will be submitted upon delivery
- (14) OUSD will submit payment to TBP in such form as required by TBP within 30 days of receipt of invoice. All late payments will be subject to a 1.5% finance fee.
- (15) The gift or exchange of commodities is not permitted. Until students are served a snack, all food remains the property of TBP.
- (16) TBP 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 TBP 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.
- (17) TBP 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 OUSDE as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the OUSD.
- (18) Both parties will comply with all applicable federal, state and local statute 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.
- (19) 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:
Signature of OUSD Official: 	Date: 5/23/13
Name and Title of Vendor Official: Alicia-Danielle POLAK – Executive Director	Telephone Number: 856.278.1466
Signature Of Vendor Official : 	Date: March 12, 2013

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