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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Curtis Sarikey, Chief of Staff
Jennifer LeBarre, Executive Director of Nutrition Services, Warehouse & Distribution

Board Meeting Date

Subject Request for Approval of Food Services Agreement between Oakland Unified School District Nutrition Services SFA and GIRLS INC.

Action Requested Approval by the Board of Education of Food Services Agreement between the District via it's Nutrition Services Department, School Food Authority (SFA) and GIRLS INC.

Background SFA will represent GIRLS INC., as the Child Nutrition "Sponsor" for PM Snacks and Supper Service to GIRLS INC. after school program. Nutrition Services will provide meals based on the attached agreement.

Discussion Oakland Unified School District is able to provide PM Snacks under the Child & Adult Food Program or National School Lunch Program and Suppers under the Adult Food Program through the PLACE@Prescott Central Kitchen.

Recommendation Approval by the Board of Education of the Food Services Agreement between Oakland Unified School District, Nutrition Services Department, SFA and GIRLS INC.

Fiscal Impact Approximately \$58,000 in annual revenue.

Attachments Food Service Agreement SFA - GIRLS INC. - Nutrition Services

FOOD SERVICE AGREEMENT

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

Receiving Sponsor: GIRLS INC.	
Agreement Number: N/A	Vendor Number: N/A

This Agreement, executed in duplicate and entered into on (date) 4/30/18, between the Administering Sponsor, hereinafter referred to as School Food Authority (SFA), and the receiving sponsor, GIRLS INC., hereinafter referred to as GIRLS INC., created for the purpose of providing: (check all that apply)

- X PM Snacks under the Child & Adult Care Food Program or National School Lunch Program
- X Suppers under the Child & Adult Care Food Program

It is hereby agreed that:

- (1) The SFA will represent the GIRLS INC. 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 GIRLS INC.. 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) GIRLS INC. 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 Jennifer.lebarre@ousd.org In turn the SFA will create and update eligibility rosters and provide current lists to GIRLS INC. as soon as possible after changes occur.
- (4) The SFA will perform the required daily and monthly edit checks.
- (5) The SFA shall be responsible for meal count accountability. GIRLS INC. shall support the SFA in these efforts by ensuring that the approved collection procedures are followed at all times. If GIRLS INC. directs SFA staff to not follow approved collection procedures, GIRLS INC. will be charged and shall pay SFA for all meals that the SFA is not able to

claim due to non-compliance. GIRLS INC. will be charged and shall pay SFA at the paid student meal rates outlined in section 11.

- (6) GIRLS INC. will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly when GIRLS INC. staff completes the point-of-service meal counts.
- (7) The SFA will provide meals (snack and supper) to GIRLS INC. that complies with the nutrition standards established by the United States Department of Agriculture for the menu requirements of the National School Lunch Program and Child & Adult Care Food Program.

The SFA will prepare the meals/snacks in the PLACE @ Prescott Central Kitchen, 920 Campbell Ave, Oakland, CA 94607. This preparation site will maintain the appropriate state and local health certifications for the facility.

- (8) The After School Snack counts will be established by GIRLS INC. and will be sent as ordered until GIRLS INC. notifies PLACE @ Prescott. The adjustments must be made 2-3 business days prior to effective date.
- (9) The SFA will NOT provide meals on days when the SFA is not open for business.
- (10) The SFA will be responsible for maintaining the proper temperature of the meals/snacks until they are served.
- (11) The SFA will provide the necessary trays, dishes, utensils, straws, and napkins.
- (12) No later than one (1) week prior to the end of each month the SFA will provide to GIRLS INC. 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
- (13) The SFA will submit to GIRLS INC. itemized invoices for the meals/snacks. The invoices will be calculated using the following pricing: Supper \$3.50 Snack \$1.00. GIRLS INC. 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.
- (14) GIRLS INC. shall ensure compliance with Federal, State, and Local requirements related to competitive food sales. Specifically, GIRLS INC. agrees that any and all fundraisers will NOT take place during meal service and shall comply with Oakland Unified School District Wellness Policy nutrition guidelines. This includes, but is not limited to, student stores, clubs, and teacher- or parent-led fundraisers.
- (15) GIRLS INC. , in partnership with the SFA, establishes and supports a Share Table. Students shall be allowed to place unwanted food items from the meal served on the Share Table, and other students shall be allowed to take extra food, if needed, from the Share Table. GIRLS INC. shall ensure that all food is consumed by students in the cafeteria, however, students are allowed to take one fruit or vegetable from the cafeteria.

- (16) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all food remains the property of the SFA.
- (17) GIRLS INC. 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 GIRLS INC. .
- (18) GIRLS INC. 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.
- (19) The SFA will indemnify and hold GIRLS INC. 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.
- (20) 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 GIRLS INC. with a certificate evidencing insurance in the amount, naming GIRLS INC. as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to GIRLS INC. . The parties agree that SFA is permissibly self-insured and shall provide evidence thereof to GIRLS INC. upon request.
- (21) 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 Child & Adult Care Food 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.
- (22) 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	Telephone Number
Signature of SFA Official	Date
Name and Title of Receiving Agency Official	Telephone Number
Signature of Receiving Agency Official	Date
California Department of Education <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date
Signature	

OAKLAND UNIFIED SCHOOL DISTRICT

Name _____ Aimee Eng 6/28/18
President, Board of Education

Date _____ Date _____

Kyla Johnson-Trammell 6/28/18
Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

Date _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By *Andrea Epps*
Andrea Epps, Attorney at Law