

Board Office Use: Legislative File Info.	
File ID Number	15-2055
Introduction Date	10/28/15
Enactment Number	15-1684
Enactment Date	10/28/15



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent
Hitesh Haria, Chief Operations Officer
Jennifer LeBarre, Executive Director of Nutrition Services, Warehouse & Distribution

Board Meeting Date October 28, 2015

Subject Request for Approval of Food Services Agreement Between Oakland Unified School District, Nutrition Services and Alameda County Office of Education

Action Requested Approval by the Board of Food Services Agreement Between Oakland Unified School District, Nutrition Services and Alameda County Office of Education

Background Alameda County Office of Education (ACOE) sought meal program services for the sites outlined in attached Food Services Agreement. Oakland Unified School District (OUSD) Nutrition Services is able to provide those services. The Food Services Agreement is mandated by United States Department of Agriculture.

Discussion The Food Services Agreement outlines each party's responsibilities.

Recommendation Approval by the Board of Food Services Agreement Between Oakland Unified School District, Nutrition Services and Alameda County Office of Education

Fiscal Impact Approximately \$18,000 in additional revenue for Nutrition Services.

Attachments Food Services Agreement

FOOD SERVICE AGREEMENT

Administering Sponsor: <u>Oakland Unified School District</u>	
Agreement Number: <u>01-61259-0000000-01</u>	Vendor Number: <u>6125-00</u>
Receiving Sponsor: <u>Alameda County Office of Education</u>	
Agreement Number: <u>N/A</u>	Vendor Number: <u>N/A</u>

This Agreement, executed in duplicate and entered into on (date) 8/22/2015, between the Administering Sponsor, hereinafter referred to as School Food Authority (SFA), and the receiving sponsor, Alameda County Office of Education, hereinafter referred to as ACOE created for the purpose of providing: (check ☒ all that apply)

- ☒ Lunches under the National School Lunch Program
- ☒ Breakfasts under the School Breakfast Program

It is hereby agreed that:

- (1) The SFA will represent the ACOE 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 ACOE. Reimbursement will be claimed at the rate of one breakfast/lunch 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 ACOE. ACOE 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.k12.ca.us. In turn the SFA will create and update eligibility rosters and provide current lists to ACOE as soon as possible after changes occur.
- (4) ACOE will conduct Direct Certification annually and provide list to the SFA.
- (5) ACOE will perform the point of service meal counts. The SFA will provide training as necessary to staff at ACOE regarding point-of-service meal counts and completion of all required documents.
- (6) The SFA will perform the required daily and monthly edit checks.

- (7) ACOE will ultimately be responsible for meal count and claiming accountability.
- (8) The SFA will perform the verification process and will notify ACOE of its findings.
- (9) ACOE will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly.
- (10) The SFA will provide meals (breakfast & lunch) to ACOE that comply with the nutrition standards established by the United States Department of Agriculture outlined in the Healthy Hunger Free Kids Act.
- (11) The SFA will prepare the meals in the Oakland High School kitchen. This preparation site will maintain the appropriate state and local health certifications for the facility.
- (12) ACOE 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.
- (13) The SFA will provide meals on days when the SFA is not open for business. However, the meals will be modified to bagged meals.
- (14) ACOE will provide all the equipment necessary to transport and maintain proper temperature for the meals, including a milk cooler.
- (15) The delivery of prepared meals will occur business day before service. For example, meals provided for Monday service will be delivered on Friday.
- (16) Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.
- (17) ACOE will return on a daily basis any and all property owned by the SFA.
- (18) The SFA will provide the necessary trays, utensils, and napkins.
- (19) No later than one (1) week prior to the end of each month the SFA will provide to ACOE 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.
- (20) The SFA will submit to ACOE itemized invoices for the meals. The invoices will be calculated using the following pricing: Breakfast Paid students: \$1.50; Breakfast Reduced Students \$0.30; Lunch Paid students \$3.50; Lunch Reduced Students \$0.40. All meals ordered by ACOE, but not consumed will be charged at the paid student rate, \$1.50 for Breakfast, \$3.50 for Lunch. ACOE 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.
- (21) When requested by ACOE, 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.

ACOE will be responsible for maintaining the appropriate temperature of lunches until served.

- (22) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all food remains the property of the SFA.
- (23) ACOE 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 ACOE.
- (24) ACOE 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.
- (25) The SFA will indemnify and hold ACOE 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.
- (26) 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 ACOE with a certificate evidencing insurance in the amount, naming ACOE as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to ACOE. The parties agree that SFA is permissibly self-insured and shall provide evidence thereof to ACOE upon request.
- (27) 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.
- (28) 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.

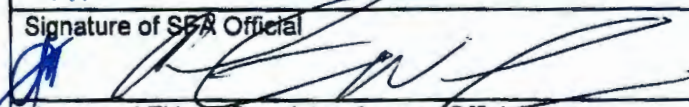
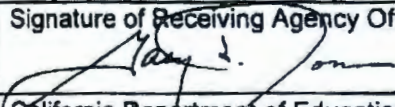
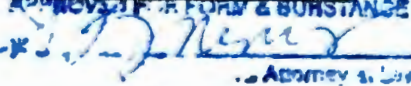
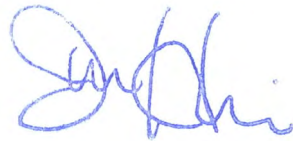
Name and Title of SFA Official <u>Antwan Wilson</u>	Telephone Number <u>(610) 879-8200</u>
Signature of SFA Official 	Date <u>9/11/15</u>
Name and Title of Receiving Agency Official <u>Gary L. Jones, Associate Superintendent</u>	Telephone Number <u>(510) 670-4270</u>
Signature of Receiving Agency Official 	Date <u>8/22/15</u>
California Department of Education <input type="checkbox"/> Approved <input type="checkbox"/> Denied Signature	Date OAKLAND UNIFIED SCHOOL DISTRICT Office of General Counsel  APPROVED FOR FORM & SUBSTANCE Attorney at Law

Exhibit "A"

Bridge Academy, 750 International Blvd.

Fruitvale Academy, 2640 International Blvd.



James Harris
President, Board of Education



Antwan Wilson
Secretary, Board of Education

File ID Number: 15-2055
Introduction Date: 10/28/15
Enactment Number: 15-1684
Enactment Date: 10/28/15
By: 