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File ID Number	16-2560
Introduction Date	January 11, 2017
Enactment Number	17-0051
Enactment Date	1-11-17



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent  
Vernon Hal, Senior Business Officer  
Jennifer Le Barre, Executive Director Nutrition Service, Warehouse & Distribution

**Board Meeting Date** January 11, 2017

**Subject** Request for Approval of Food Services Agreement Between Oakland Unified School District Nutrition Services and Therapeutic Nursery - 6117 MLK Way, Oakland, CA

**Action Requested** Approval by the Board of Education of Food Services Agreement Between Oakland Unified School District Nutrition Services and Therapeutic Nursery.

**Background** Oakland Unified School District Nutrition Services requested that Therapeutic Nursery and School Food Authority provide breakfast, lunch and snack service. Therapeutic Nursery will provide meals based on attached agreement.

**Discussion** Therapeutic Nursery and School Food Authority is able to provide meals and services in compliance with National School Lunch protocols through the Prescott Central Kitchen.

**Recommendation** Approval by the Board of Education of the Food Services Agreement Between Oakland Unified School District and Therapeutic Nursery.

**Fiscal Impact** Will be cost neutral or better.

**Attachments** Food Service Agreement

## FOOD SERVICE AGREEMENT

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

<b>Receiving Sponsor:</b> Therapeutic Nursery	
Agreement Number: N/A	Vendor Number: N/A

This Agreement, executed in duplicate and entered into on (date) 9/1/16, between the Administering Sponsor, hereinafter referred to as School Food Authority (SFA), and the receiving sponsor, Therapeutic Nursery, hereinafter referred to as Therapeutic Nursery created for the purpose of providing: (check ☒ all that apply)

- X Lunches under the Child & Adult Care Food Program
- X Breakfasts under the Child & Adult Care Food Program
- X PM Snacks under the Child & Adult Care Food Program

### It is hereby agreed that:


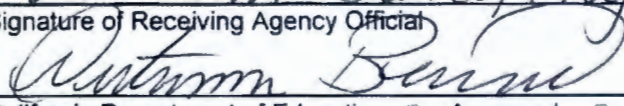
- (1) The SFA will represent the THERAPEUTIC NURSERY as the Child Nutrition Program "Sponsor" and will claim reimbursement from the California Department of Education for all meals served to children enrolled in the THERAPEUTIC NURSERY. Reimbursement will be claimed at the rate of one breakfast/lunch/snack 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) The SFA will conduct the free and reduced-price application process, including the review, and approval of applications for the sites belonging to THERAPEUTIC NURSERY. THERAPEUTIC NURSERY will collect these meal applications between July 1<sup>st</sup> and October 15<sup>th</sup> each year. Completed meal applications must be submitted to the SFA no later than October 16<sup>th</sup> of each year, or closest business day.
- (4) THERAPEUTIC NURSERY 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](mailto:Flynn.ing@ousd.org) and Jennifer.lebarre@ousd.org. In turn the SFA will create and update eligibility rosters and provide current lists to THERAPEUTIC NURSERY as soon as possible after changes occur.



- (5) The SFA will perform the required daily and monthly edit checks.
- (6) THERAPEUTIC NURSERY shall be responsible for meal count accountability.
- (7) THERAPEUTIC NURSERY will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly when THERAPEUTIC NURSERY staff completes the point-of-service meal counts.
- (8) The SFA will provide meals (breakfast, lunch, and snack) to THERAPEUTIC NURSERY that comply with the nutrition standards established by the United States Department of Agriculture for the menu requirements of the Child & Adult Care Food Program.
- (9) The SFA will prepare the meals/snacks in the Prescott Central Kitchen at 920 Campbell, Oakland, CA 94607 phone 874-3342. This preparation site will maintain the appropriate state and local health certifications for the facility.
- (10) Breakfast counts will be established by the 2<sup>nd</sup> week of school and that number of meals will be sent daily until THERAPEUTIC NURSERY notifies PLACE @ Prescott. The After School Snack counts will be established by THERAPEUTIC NURSERY and will be sent as ordered until THERAPEUTIC NURSERY notifies Prescott Central Kitchen. The adjustment must be made 2-3 business days prior to effective date.
- (11) THERAPEUTIC NURSERY will be obligated to accept and pay for the number of meals requested (see # 20 for prices).
- (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..
- (13) The SFA will provide all the equipment necessary to transport meals.
- (14) THERAPEUTIC NURSERY will provide all equipment for storage & preparation of meals once delivered.
- (15) The delivery of prepared meals will be no later than 11:00am, unless otherwise agreed upon by the SFA and THERAPEUTIC NURSERY.
- (16) Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.
- (17) THERAPEUTIC NURSERY will return on a daily basis any and all property owned by the SFA.
- (18) The SFA will provide the necessary trays, dishes, utensils, straws, and napkins.
- (19) No later than one (1) week prior to the end of each month the SFA will provide to THERAPEUTIC NURSERY 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](http://www.ousd.org)



- (20) The SFA will submit to THERAPEUTIC NURSERY itemized invoices for the meals/snacks. The invoices will be calculated using the following pricing: Breakfast Paid students: \$1.50; Breakfast Reduced Students \$0.30; Lunch Paid students \$3.00; Lunch Reduced Students \$0.40. All meals ordered by THERAPEUTIC NURSERY, but not consumed will be charged at the paid student rate, \$1.50 for Breakfast, \$3.00 for Lunch, and \$0.95 for Snack. THERAPEUTIC NURSERY 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. Exception: THERAPEUTIC NURSERY will be invoiced for meals purchased and consumed by students as part of regular meal service.
- (21) When requested by THERAPEUTIC NURSERY, 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. THERAPEUTIC NURSERY 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) THERAPEUTIC NURSERY will defend, 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 THERAPEUTIC NURSERY.
- (24) THERAPEUTIC NURSERY 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 THERAPEUTIC NURSERY 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 THERAPEUTIC NURSERY with a certificate evidencing insurance in the amount, naming THERAPEUTIC NURSERY as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to THERAPEUTIC NURSERY. The parties agree that SFA is permissibly self-insured and shall provide evidence thereof to THERAPEUTIC NURSERY 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 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.
- (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 <b>Antwan Wilson, Superintendent</b>	Telephone Number <b>(510) 879-8200</b>
Signature of SFA Official 	Date
Name and Title of Receiving Agency Official <b>Autumn Beard, Program Director</b>	Telephone Number <b>(510) 418-5665</b>
Signature of Receiving Agency Official 	Date <b>9/11/2016</b>
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

By:   
Attorney at Law

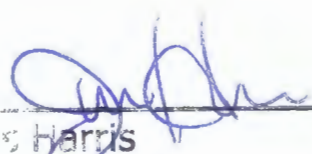
*The Office of General Counsel  
Oakland Unified School District*

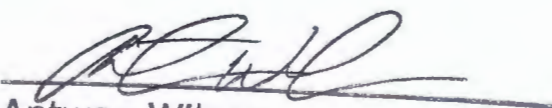
Approved

Jennifer LeBarre 

Vernon Hall



  
James Harris  
President, Board of Education

  
Antwan Wilson  
Secretary, Board of Education

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