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| Enactment Number                         | 17-0954       |
| Enactment Date                           | 6/29/17       |



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community School

# Memo

**To** Board of Education

**From** Devin Dillon, Interim Superintendent  
Vernon Hal, Senior Business Officer *VEH*  
Jennifer Le Barre, Executive Director Nutrition Service, Warehouse & Distribution

**Board Meeting Date** June 28, 2017

**Subject** Request for Approval of Food Services Agreement Between Oakland Unified School District Nutrition Services, Learning Without Limits and Ascend.

**Action Requested** Approval by the Board of Education of Food Services Agreement Between Oakland Unified School District, Learning Without Limits and Ascend.

**Background** Learning Without Limits and Ascend requested that Nutrition Services provide breakfast, lunch and snack service. Nutrition Services will provide meals based on attached agreement.

**Discussion** Oakland Unified School District is able to provide meals and services to Learning Without Limits and Ascend in compliance with National School Lunch protocols through on site cooking kitchen.

**Recommendation** Approval by the Board of Education of the Food Services Agreement Between Oakland Unified School District, Learning Without Limits and Ascend.

**Fiscal Impact** Approximated increased revenue of \$369,000.00 from Federal & State reimbursements. Will be cost neutral better.

**Attachments** Food Service Agreement

## FOOD SERVICE AGREEMENT

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

  

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|---|-----------------------|
| <b>Receiving Sponsor:</b><br>Learning Without Limits and ASCEND |                       |
| Agreement Number:<br>N/A  | Vendor Number:<br>N/A |

This Agreement, executed in duplicate and entered into on (date) \_\_\_\_\_, between the Administering Sponsor, hereinafter referred to as School Food Authority (SFA), and the receiving sponsor, Learning Without Limits and ASCEND, hereinafter referred to as Learning Without Limits and ASCEND created for the purpose of providing: (check ☒ all that apply)

- X Lunches under the National School Lunch Program
- X Breakfasts under the National School Lunch Program
- 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 LEARNING WITHOUT LIMITS AND ASCEND 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 LEARNING WITHOUT LIMITS AND ASCEND. 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 proceeding 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 LEARNING WITHOUT LIMITS AND ASCEND. LEARNING WITHOUT LIMITS AND ASCEND 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. However, meal applications will be submitted and processed throughout the school year.



- (4) Learning Without Limits and ASCEND shall provide SFA a list of directly certified students from CALPADS. Student list shall be emailed to [Flynn.ing@ousd.org](mailto:Flynn.ing@ousd.org) and [Jennifer.lebarre@ousd.org](mailto:Jennifer.lebarre@ousd.org) prior to the start of the school year and as needed throughout the school year to identify students that should be receiving free meals as part of the direct certification program.
- (5) LEARNING WITHOUT LIMITS AND ASCEND 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](mailto:Jennifer.lebarre@ousd.org). In turn the SFA will create and update eligibility rosters and provide current lists to LEARNING WITHOUT LIMITS AND ASCEND as soon as possible after changes occur.
- (6) If the SFA used/uses computerized POS (Point of Service) at LEARNING WITHOUT LIMITS AND ASCEND for meal counting purposes, students will use the food services number provided by the SFA.
- (7) The SFA will perform the required daily and monthly edit checks.
- (8) The SFA shall be responsible for meal count accountability. LEARNING WITHOUT LIMITS AND ASCEND shall support the SFA in these efforts by ensuring that the approved collection procedures are followed at all times. If LEARNING WITHOUT LIMITS AND ASCEND directs SFA staff to not follow approved collection procedures, LEARNING WITHOUT LIMITS AND ASCEND will be charged and shall pay SFA for all meals that the SFA is not able to claim due to non-compliance. LEARNING WITHOUT LIMITS AND ASCEND will be charged and shall pay SFA at the paid student meal rates outlined in section 23.
- (9) LEARNING WITHOUT LIMITS AND ASCEND will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly when LEARNING WITHOUT LIMITS AND ASCEND staff completes the point-of-service meal counts.
- (10) The SFA will provide meals (breakfast, lunch, snack and supper) to LEARNING WITHOUT LIMITS AND ASCEND 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 Prescott Central Kitchen, 920 Campbell, 874-3342 for ASCEND and Global Family Elementary School, 2035 40<sup>th</sup> Ave., 879-1280 for Learning Without Limits. This preparation site will maintain the appropriate state and local health certifications for the facility.

- (11) Breakfast counts will be established by the 2<sup>nd</sup> week of school and that number of meals will be sent daily until LEARNING WITHOUT LIMITS AND ASCEND notifies Rudsdale. The After School Snack counts will be established by LEARNING WITHOUT LIMITS AND ASCEND and will be sent as ordered until LEARNING WITHOUT LIMITS AND ASCEND

notifies Prescott Central Kitchen. The adjustment must be made 2-3 business days prior to effective date.

- (12) LEARNING WITHOUT LIMITS AND ASCEND will be obligated to accept and pay for the number of meals requested (see # 23 for prices).
- (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 and staff will not be provided.
- (14) The SFA will provide all the equipment necessary to transport meals.
- (15) LEARNING WITHOUT LIMITS AND ASCEND will provide all equipment for storage & preparation of meals once delivered.
- (16) The delivery of prepared meals will be no later than the day before service, unless otherwise agreed upon by the SFA and LEARNING WITHOUT LIMITS AND ASCEND .
- (17) The SFA will provide staffing only if the number of meals supports the labor costs associated with meal service. This will be established and determined by the SFA based on SFA's staffing standards and requirements. If SFA determines that staffing cannot be provided, LEARNING WITHOUT LIMITS AND ASCEND shall be responsible for all aspects of meal service, including but not limited to meal counting procedures. LEARNING WITHOUT LIMITS AND ASCEND may also elect to pay the salary for SFA employee(s), with an hourly rate charged by the SFA that will cover all salary and benefits of SFA employee(s).
- (18) The SFA will be responsible for maintaining the proper temperature of the meals/snacks until they are served.
- (19) LEARNING WITHOUT LIMITS AND ASCEND will return on a daily basis any and all property owned by the SFA.
- (20) The SFA will provide the necessary trays, dishes, utensils, straws, and napkins.
- (21) No later than one (1) week prior to the end of each month the SFA will provide to LEARNING WITHOUT LIMITS AND ASCEND 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)
- (22) The SFA will submit to LEARNING WITHOUT LIMITS AND ASCEND 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 \$3.25; Lunch Reduced Students \$0.40. LEARNING WITHOUT LIMITS AND ASCEND 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.
- (23) For all schools on Provision 2 or Community Eligibility Provision (CEP) the base year percentage will be used to determine the number of meals charged at the reduced and paid rate (Provision 2) or paid rate (CEP).



- (24) When requested by LEARNING WITHOUT LIMITS AND ASCEND , 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 ten (10) school days in advance. The cost per sack lunch will be the same as for the regular lunch. LEARNING WITHOUT LIMITS AND ASCEND is responsible for maintaining the appropriate temperature of lunches until served and for correct meal counting procedures. All meals ordered by LEARNING WITHOUT LIMITS AND ASCEND , but not consumed, will be charged and payable to SFA at the paid student rate: \$1.50 for Breakfast, \$3.25 for Lunch, and \$0.95 for Snack. LEARNING WITHOUT LIMITS AND ASCEND will submit payment to the SFA in such form as required by the SFA on or before the 15th day of the month following the prior month's ordering and provision of meals. LEARNING WITHOUT LIMITS AND ASCEND and the SFA agree that prices for meals are subject to change annually, at a minimum, as determined by the SFA, and may increase during the school year based on food costs, as determined by the SFA. LEARNING WITHOUT LIMITS AND ASCEND agrees that the SFA may unilaterally change the prices for meals ordered by LEARNING WITHOUT LIMITS AND ASCEND and payable to the SFA pursuant to this Agreement.
- (25) LEARNING WITHOUT LIMITS AND ASCEND shall ensure compliance with Federal, State, and Local requirements related to competitive food sales. Specifically, LEARNING WITHOUT LIMITS AND ASCEND 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.
- (26) LEARNING WITHOUT LIMITS AND ASCEND , 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. LEARNING WITHOUT LIMITS AND ASCEND 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.
- (27) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all food remains the property of the SFA.
- (28) LEARNING WITHOUT LIMITS AND ASCEND 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 LEARNING WITHOUT LIMITS AND ASCEND .
- (29) LEARNING WITHOUT LIMITS AND ASCEND 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.
- (30) The SFA will indemnify and hold LEARNING WITHOUT LIMITS AND ASCEND 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.
- (31) 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 LEARNING WITHOUT LIMITS AND ASCEND with a certificate evidencing insurance in

the amount, naming LEARNING WITHOUT LIMITS AND ASCEND as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to LEARNING WITHOUT LIMITS AND ASCEND. The parties agree that SFA is permissibly self-insured and shall provide evidence thereof to LEARNING WITHOUT LIMITS AND ASCEND upon request.

- (32) 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.
- (33) 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.

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| Name and Title of SFA Official<br><i>Derin Dillon, Interim Superintendent</i>  | Telephone Number<br><i>(510) 879-8200</i> |
| Signature of SFA Official<br><i>[Signature]</i>  | Date<br><i>5-22-17</i>                    |
| Name and Title of Receiving Agency Official<br><i>Fabiola Harvey, COO</i>  | Telephone Number<br><i>(702) 521 4167</i> |
| Signature of Receiving Agency Official<br><i>[Signature]</i>   | Date<br><i>5/11/17</i>                    |
| California Department of Education <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied<br>Signature<br><i>[Signature]</i> | Date<br><i>6/29/17</i>                    |

*James Harris*  
President, Board of Education

Approved *[Signature]*  
Initial *vermont*

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By: *[Signature]*  
Attorney at Law  
*MICHAEL S. SMITH*