

**ANNUAL FOOD SERVICE AGREEMENT
BETWEEN
THE ALAMEDA UNIFIED SCHOOL DISTRICT AND THE PHILLIPS ACADEMY**

This agreement, executed in duplicate, between Alameda Unified School District hereinafter referred to as School Food Authority (SFA), and The Phillips Academy is made for the purpose of providing lunches and/or breakfast which meet the National School Lunch/School Breakfast Program meal requirements.

THEREFORE, SFA AND PHILLIPS ACADEMY AGREE AS FOLLOWS:

SECTION 1: PURPOSES AND OBJECTIVES OF AGREEMENT

SFA will prepare breakfasts and lunches, which meet the National School Lunch/Breakfast Program meal requirements. Breakfast and lunches must comply with the nutritional standards as established by the United States Department of Agriculture.

SECTION 2: TERM

The term of this agreement will be from July 1, 2015 through June 30, 2016 unless terminated by either part on 30 days written notice with cause.

SECTION 3: OPERATING COSTS

3.1 Students will be served breakfasts that include an entrée, fruit and beverage and lunches that include entrée, side dish, and milk, portion-sized by age group. Breakfasts and lunches are made per Healthy, Hunger-Free Kids Act. Breakfasts will cost \$1.50 each, and lunches will cost \$2.50 for elementary, \$3.00 middle school, and \$3.25 for high school groups.

3.2 By the 30th of each month, The Phillips Academy will pay for lunch provided by the SFA. The Phillips Academy must pay SFA for meals during the preceding four (4) weeks. The Phillips Academy is provided a list of students which indicates eligibility (#1 indicates Free, #2 indicates Reduced and #3 indicates Full Pay). The Phillips Academy provides its own roster format – at Point of Service, a student's name and date of lunch marked. At the end of the week, The Phillips Academy provides a tally of meals and payment for that week. At the end of the week, The Phillips Academy provides the roster it uses to prove who ate when and how much it cost.

3.3 SFA will represent The Phillips Academy as the "sponsor" and include the lunch/breakfast participation as part of the National School Lunch/Breakfast Program in the process of claiming reimbursement from the California Department of Education.

SECTION 4: RESPONSIBILITIES OF PARTIES:

4.1 The Phillips Academy is responsible for maintaining the proper temperature of the lunch components after they are delivered by SFA.

4.2 The Phillips Academy will return on a daily basis any and all property owned by SFA.

4.3 The SFA will comply with all rules and regulations pertaining to the National School Lunch/Breakfast Program as outlined by the state and federal authorities. All applications and eligibility requirements will be handled by the SFA and will notify The Phillips Academy as soon as possible.

4.4 The SFA will provide The Phillips Academy with sack lunches for field trips, which meet the National School Lunch/School Breakfast Program meal requirements when requested by The Phillips Academy. Meals for field trips will be requested at least seven (7) working days in advance. The cost per lunch will remain the same as of the regular lunches and/or breakfast.

4.5 Gifts or exchange of commodities are not permitted. Until it is consumed by the student, the food prepared remains the property of the State and Federal governments and The Phillips Academy. It may not be sold, given away, or exchanged for other goods.

4.6 The Phillips Academy understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of SFA, and are not entitled to benefits of any kind or nature normally provided employees of SFA and/or to which SFA's employees are normally entitled.

4.7 All business and information relating the execution of the agreement and the services thereof, including kitchen visitations, will be directed to the Director of Child Nutrition and Food Services, SFA.

SECTION 5: INDEMNITY AND INSURANCE

5.1 The Phillips Academy will indemnify and hold the SFA and its officers, employees and agents harmless from any and all liability, cost, or expenses arising out of the performance of the agreement. The Phillips Academy will keep and maintain liability insurance, including extended coverage for product liability, in an amount not less than \$1,000,000 for each occurrence and will provide SFA with a certificate evidencing insurance in the amount, naming AUSD as an additional insured specifying that coverage will not be canceled or modified without 30 days prior written notice to SFA.

5.2 SFA and The Phillips Academy will comply with all applicable Federal, State and Local statutes and regulations with regard to the preparation and consumption of lunches and/or breakfasts which meet the National School Lunch/Breakfast Program meal requirements, including but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional contents of lunches and/or breakfasts, and nondiscrimination. All records maintained by SFA and The Phillips Academy will be open to inspection by proper Federal, State and Local authorities in accordance with applicable statutes and regulations.

IN WITNESS WHEREOF, SFA and THE PHILLIPS ACADEMY have executed this Agreement as of the date written in Section 2: Term of this Agreement.

Alameda Unified School District

Date: May 18 20 15

Signature: Robert Clark

Name: Robert Clark

Title: CBO

The Phillips Academy

Date: May 19th 20 15

Signature: Marian Kidder

Name: MARIAN KIDDER

Title: OPERATIONS MANAGER