

Alameda Unified School District
Food Service Agreement
2019-2020

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

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

SFA will provide the necessary utensils, straws, and napkins.

SFA will prepare the lunches in The Academy of Alameda/AUSD School Cafeteria located at 401 Pacific Avenue. This preparation site will maintain the appropriate state and local health certifications for the facility.

The number of breakfast and lunches prepared by the SFA on a given day will be equal to the number of students enrolled and in attendance as reported to SFA by AoA. SFA will not be obligated to provide any breakfast and lunches on days when SFA schools are not in session.

SFA will provide all personnel necessary to serve and supervise the consumption of breakfast and lunches.

Students will be served breakfast that include an entrée, fruit and beverage and lunches that include an entrée, side dish, and milk, in portion sized by age group. Breakfast and Lunches are made per Healthy, Hunger-Free Kids Act. Reduced pay breakfasts will cost \$.30 and reduced pay lunch will cost \$.40. Full pay breakfast will cost \$2.00 and Lunches will cost \$3.25 for elementary, \$3.75 for middle school, and \$4.00 for high school groups.

SFA is responsible for maintaining the proper temperature of the lunch components

AoA will return on a daily basis any and all property owned by SFA.

SFA will represent AoA 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. SFA will process meal applications, and collect and retain all reimbursement funds. AOA will provide SFA with the current phone number, address and email address of all students. SFA will make a robo call and send an email once a week to parents/guardians of students who carry a negative balance. SFA will also provide letters to AOA to be sent home to parents/guardians once a month reminding them of their student’s negative balance. SFA will provide AOA with a list of students with negative balance upon request. AoA will be responsible for all outstanding meal charges at the end of the school year.

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 AoA as soon as possible.

The SFA will provide AoA with sack lunches for field trips, which meet the National School Lunch/School Breakfast Program meal requirements when requested by AoA. 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.

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 AoA. It may not be sold, given away, or exchanged for other goods.

AoA 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

AoA 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. AoA 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 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.

SFA and AoA 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 content of lunches and/or breakfasts, and nondiscrimination. All records maintained by SFA and AOA will be open to inspection by proper Federal, State and Local authorities in accordance with applicable statutes and regulations.

The term of this agreement will be from July 1, 2019 through June 30, 2020 unless terminated by either party on 30 days written notice with cause.

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

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of School Food Authority)

Shariq Khan – Chief Business Officer

(Name and title of school/agency official)

510-337-7066

(Phone Number)

Shariq Khan

(Signature of school/agency official)

6-19-12

Date

Matt Huxley, Executive Director

(Name and title of AoA official)

Matt Huxley

(Signature of AoA official)

6-17-19

Date