

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 Phillips Academy 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 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.

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

SFA will prepare the breakfasts and lunches in the Wood School Cafeteria located at 420 Grand Street. This preparation site will maintain the appropriate state and local health certifications for the facility.

The number of breakfasts 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 The Phillips Academy. The Phillips Academy will notify Wood School of the number of breakfasts and lunches needed no later than 10:00 AM each day (Wood Middle School Kitchen at 748-4086). The Phillips Academy will be obligated to accept and pay for the number of breakfasts and lunches ordered regardless of whether they are served or consumed. SFA will not be obligated to provide any lunches on days when SFA schools are not in session.

SFA will provide all the equipment necessary to transport the breakfasts and lunches. The Phillips Academy will provide all personnel necessary to serve and supervise the consumption of the breakfasts and lunches. SFA will provide training to staff of The Phillips Academy on point of service meal counts and completion of all documents required by the National School Lunch and/or School Breakfast Programs.

SFA will be responsible for transporting the breakfast and lunches from Wood School Cafeteria. The delivery will be between 10:30 AM and 10:45 AM.

Students will be served breakfasts that include an entree, fruit and beverage and lunches that include entree, side dish, and milk, in portion sized by age group. Breakfasts 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 each, and lunches will cost \$3.25 for elementary, \$3.75 middle school, and \$4.00 for high school groups.

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

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

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.

**The Phillips Academy will pay for lunch provided by the SFA on a monthly basis.** Each month, 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.

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.

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.

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.

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.

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.

SFA and The Phillips Academy will comply with all applicable Federal, State and Local statutes and regulation 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.

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 Child Nutrition and Food Services, SFA.

ALAMEDA UNIFIED SCHOOL DISTRICT  
(Name of School Food Authority)

Shariq Khan - Chief Business Officer  
(Name and title of school/agency official)

Shariq Khan  
(Signature of school/agency official)

6-19-19  
Date

Joanna Wing, Staff Accountant  
(Name and title of The Phillips Academy official)

Joanna Wing 6/17/19  
(Signature of The Phillips Academy official)