

Alameda Unified School District
Food Service Agreement
2020-2021

This agreement is entered into between Alameda Unified School District hereinafter referred to as SFA (School Food Authority), and THE PHILLIPS ACADEMY hereinafter referred to as THE PHILLIPS ACADEMY is made this 23rd day of June, 2020 for the purpose of providing student lunches and/or breakfast which meet the National School Lunch/School Breakfast Program meal requirements.

1. Services

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.

2. Terms

The term of this agreement will be from July 1, 2020 through June 30, 2021 unless terminated by either party on 30 days' written notice with cause.

SFA will not provide any breakfasts or lunches on days when SFA schools are not in session or logistically unable due to Federal, State, County or City COVID-19 restrictions or orders.

SFA will be responsible for transporting the breakfast and lunches from Wood School Cafeteria. The delivery will be made daily between 10:30 AM and 10:45 AM. 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 by phone or email (Wood Middle School Kitchen at 510-748-4086 and email: dlangowski@alamedaunified.org). THE PHILLIPS ACADEMY will not be obligated to pay for any meals in excess of the number specified by THE PHILLIPS ACADEMY as of 2:00 PM prior to the day of delivery. SFA will not be obligated to provide any breakfasts or lunches on days when SFA schools are not in session.

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 by phone or email (Wood Middle School Kitchen at 510-748-4086 and email: dlangowski@alamedaunified.org). THE PHILLIPS ACADEMY will not be obligated to pay for any meals in excess of the number specified by THE PHILLIPS ACADEMY as of 10:00 AM each day.

SFA will provide all the equipment necessary to transport the breakfasts and lunches and THE PHILLIPS ACADEMY will return on a daily basis any and all property owned by SFA. THE

PHILLIPS ACADEMY will provide all staff or volunteer personnel necessary to serve and supervise the consumption of the breakfasts and lunches.

THE PHILLIPS ACADEMY will not allow full pay students to carry a negative balance. Reduced students cannot be denied a breakfast or lunch as per the National School Lunch/Breakfast Program Guidelines therefore can carry a negative balance.

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 must be requested at least seven (7) working days in advance. The cost per lunch will remain the same as of the regular lunches.

3. Compensation

Students served breakfasts that include an entrée, fruit and beverage and lunches that include an entrée, side dish, and milk, in portion sized by age group. Breakfasts and lunches made per Healthy, Hunger-Free Kids Act. Reduced pay breakfasts will cost \$.30 and reduced pay lunch will cost \$.40. Full pay breakfasts will cost \$2.00 each, and full pay lunches will cost \$3.50 for elementary, \$4.00 middle school, and \$4.25 for high school groups. THE PHILLIPS ACADEMY will not allow full pay students to carry a negative balance. Reduced students cannot be denied a breakfast or lunch as per the National School Lunch/Breakfast Program Guidelines therefore can carry a negative balance.

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

4. Audit and Compliance

SFA Director and the account representative will provide continuous support to THE PHILLIPS ACADEMY pertaining to certification, audits and validations. SFA ensures that the schools will be well supported and documentation is accurate for a successful experience with the California Department of Education.

SFA will maintain all necessary records to support CRE and SMI reviews. Once THE PHILLIPS ACADEMY is made aware of an audit, SFA, should be notified immediately so that all documents requested can be provided in a timely manner. SFA will maintain records supported by transport and central kitchen production records for this contract or other evidence for inspection and reference to support payments and claims, (for a period of three years).

SFA utilizes Nutrikids software for menu planning and nutritional analysis as well as production, planning & records.

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. SFA will be responsible for an auditing finding if SFA fails to comply with all rules and regulations pertaining to the National School Breakfast/Lunch Program. All applications and eligibility requirements will be handled by the SFA and the SFA will notify THE PHILLIPS ACADEMY as soon as possible regarding any determination of eligibility or any other information that THE PHILLIPS ACADEMY may reasonably need to know in order to ensure that THE PHILLIPS ACADEMY's students are provided meals in accordance with the National School Lunch/Breakfast Program or in order to otherwise comply with the terms of this Food Service Agreement.

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.

Gifts or exchange of commodities is not permitted. Until the student consumes it, 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 will not provide or sell any food or beverage on campus without permission from the SFA in accordance with the National School Lunch/Breakfast Program.

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 employees are normally entitled.

5. Indemnification

THE PHILLIPS ACADEMY agrees to hold harmless, indemnify, and defend SFA and its officers, agents, and employees from all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. THE PHILLIPS ACADEMY also agrees to hold harmless, indemnify, and defend SFA and its elective board, officers, agents, and employees from all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to THE PHILLIPS ACADEMY in connection with the performance of the Agreement. This provision survives termination of this Agreement.

6. Insurance

THE PHILLIPS ACADEMY shall maintain general liability insurance coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to SFA and shall name SFA as an additional insured with endorsement. Inclusion of SFA as an additional insured shall not affect SFA's right to a claim, demand, suit or judgment made, brought or recovered against THE PHILLIPS ACADEMY.

7. Notices

All notices, inquiries and invoices provided for under this Agreement shall be directed as set forth below:

SFA REP
 Name: James Assia
 Title: Director of Food & Nutrition Services
 Phone: 510-337-7044
 Email: jassia@alamedaunified.org
 Address: 2060 Challenger Drive, Alameda, CA 94501

THE PHILLIPS ACADEMY REP
 Name: Gladys Sanchez
 Title: Office Manager
 Phone: 510-769-7100
 Email: gsanchez@thePhillipsAcademy.org
 Address: 1910 Central Ave Alameda CA 94501

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this agreement.

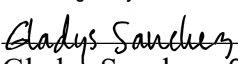
For Alameda Unified School District (SFA)

For THE PHILLIPS ACADEMY

DocuSigned by:

 AE76BF3178424B1...
 Shariq Khan, CBO

Date: 6/18/2020

DocuSigned by:

 Gladys Sanchez
 Gladys Sanchez Office Manager

Date: 6/9/2020