

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 Academy of Alameda hereinafter referred to as AOA 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 is not required to provide any breakfasts or lunches on days when SFA schools are not in session or when however, with prior notice the SFA shall make all reasonable attempts to provide meals on days when SFA schools are not in session. SFA will also adhere to all Federal, State, County or City COVID-19 restrictions or orders which may disrupt normal service. AOA is responsible to develop an alternative meal plan for these instances.

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

Parents/Guardians and Students will be able to pay for meals online by credit card at (myschoolbucks.com), cash or check at the point of sale or cash or check at the SFA District Office. Students cannot be denied a breakfast or lunch as per the National School Lunch/Breakfast Program Guidelines and therefore can carry a negative balance, SFA will provide weekly updates on negative balances to AOA and all reasonable attempts shall be made by AOA to remedy negative balances including weekly emails 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. AOA will be responsible for all outstanding meal charges at the end of the school year.

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 current phone number and address of all students.

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 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.

### **4. Audit and Compliance**

SFA Director and the account representative will provide continuous support to AOA 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 AOA 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 AOA as soon as possible regarding any determination of eligibility or any other information that AOA may reasonably need to know in order to ensure that AOA’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 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 contents 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.

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

AOA 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.

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 employees are normally entitled.

## **5. Indemnification**

AOA agrees to defend, indemnify and hold harmless the SFA, its Board of Trustees, officers, agents and employees, volunteers, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any negligent acts from or during or be alleged to be caused by the undersigned's officers, agents, employees and volunteers.

The SFA agrees to defend, indemnify and hold harmless AOA, its officers, agents and employees, volunteers, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise from any negligent acts from or during or be alleged to be caused by the SFA, its Board of Trustees, officers, agents and employees, volunteers.

## **6. Insurance**

AOA 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 AOA.

## 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

AOA REP  
Name: Matt Huxley  
Title: Executive Director  
Phone: 510-748-4017  
Email: mhuxley@aoaschools.org  
Address: 401 Pacific Avenue, 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 Academy of Alameda (AOA)**

DocuSigned by:  
  
Sharif Khan, CBO

Date: 6/18/2020

DocuSigned by:  
  
Matt Huxley, Executive Director

Date: 6/17/2020