

Alameda Unified School District
Food Service Agreement
2023-2024

This agreement is entered into between Alameda Unified School District hereinafter referred to as SFA (School Food Authority), and NEA Community Learning Center hereinafter referred to as NEA is made this 2nd day of June 2023 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, 2023, through June 30, 2024, 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 Kitchen**. The delivery will arrive 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 NEA. NEA will notify **Wood Kitchen** of the number of breakfasts and lunches needed no later than 2:00 PM prior to the day of delivery by phone or email (Wood Kitchen at 510-748-4086 and email: DLangowski@alamedaunified.org). NEA will not be obligated to pay for any meals more than the number specified by NEA 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 Kitchen located at 420 Grand St. 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 NEA. NEA will notify **Wood Kitchen** of the number of breakfasts and lunches needed no later than 2:00 PM prior to the day of delivery by phone or email (**Wood Kitchen at 510-748-4086** and email: DLangowski@alamedaunified.org). NEA will not be obligated to pay for any meals more than the number specified by NEA as of 2:00 PM prior to the day of delivery.

SFA will provide all the equipment necessary to transport the breakfasts and lunches and NEA will return daily all property owned by SFA. NEA will provide all staff or volunteer personnel necessary to serve and supervise the consumption of the breakfasts and lunches. SFA will provide the staff necessary to operate the point-of-sale system, meal counts, and completion of all documents required by the

National School Lunch and/or School Breakfast Programs.

The SFA will provide NEA with sack lunches for field trips, which meet the National School Lunch/School Breakfast Program meal requirements when requested by NEA. Meals for field trips must be requested at least seven (7) working days in advance.

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.

Beginning in School Year (SY) 2022–23, California became the first state to implement a statewide Universal Meals Program for school children. California’s Universal Meals Program (Universal Meals) is designed to build on the foundations of the federal National School Lunch Program (NSLP) and School Breakfast Program (SBP). Universal Meals, at this point, is here to stay. It will continue in the 2023/24 school year.

Commencing in school year 2022–23, Education Code (EC) 49501.5 requires public school districts, county offices of education, and charter schools serving students in grades TK–12 to provide two meals free of charge (breakfast and lunch) during each school day to students requesting a meal, regardless of their free or reduced-price meal eligibility. A second meal for breakfast or lunch must be charged at a full rate (listed below).

Although not expected, should the planned Universal Meals program cease, meal prices will be as following:

Breakfast - \$2.50 – All Grade Levels

Lunch - \$3.75 – Elementary School; \$4.25 – Middle School; \$4.50 – High School

SFA will represent NEA 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. NEA will provide SFA with current phone number and address of all students.

Audit and Compliance

SFA Director and the account representative will provide continuous support to NEA 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 NEA 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 Mosaic 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 NEA as soon as possible regarding any determination of eligibility or any other information that NEA may reasonably need to know in order to ensure that NEA'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 NEA 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 NEA 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 NEA. It may not be sold, given away, or exchanged for other goods.

NEA 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.

NEA understands and agrees that it and all 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.

4. Indemnification

NEA 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. NEA 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 NEA in connection with the performance of the Agreement. This provision survives termination of this Agreement.

5. Insurance

NEA 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 NEA.

6. 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

NEA REP

Name: Theresa Quigley
Title: COO
Phone: 510-995-4300
Email: theresa.quigley@clcschools.org
Address: 1900 3rd St, Alameda, CA 94501

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that the respective parties authorize them to execute this agreement.

For Alameda Unified School District (SFA)

**For NEA Community Learning Center
(NEA)**



Shariq Khan (Jun 9, 2023 09:58 PDT)

Shariq Khan, Assistant Superintendent

Date: 06/09/2023



Theresa Quigley (Jun 9, 2023 09:41 PDT)

Theresa Quigley, COO

Date: 06/09/2023