

**Memorandum of Understanding  
Healthy Lunch & Lifestyle Project  
Blue Oak Charter School**

This Memorandum of Understanding (MOU), defines the terms under which the Healthy Lunch & Lifestyle Project (Vendor) will provide daily meal service to Blue Oak Charter School (School.)

**Vendor Responsibilities:**

- Set up and maintain a system for ordering and billing.
- Collect and retain all payments made for meals ordered.
- Provide a credit to a student's account for any meal(s) cancelled by 8:30a on or before the date of the requested cancellation.
- Provide nutritious meals which meet or exceed the 2005 Dietary Guidelines for Americans.
- Prepare, properly package, and deliver meals by 12:10pm each day, unless another otherwise mutually agreed upon time is established.
- Communicate with parents regarding menus and cancelled or changed meal requests.
- Assist school with initial application, required documentation, and continued participation in the Federal Free and Reduced Lunch program.

**School Responsibilities:**

- Report field trip or no-lunch days with at least 5 business days' notice.
- Collect any check payments for meals in the school office and forward to vendor.
- Take receipt of foods, either from the kitchen or upon delivery at the school site, at the agreed upon time.
- Print daily distribution reports and distribute meals to students, accordingly, each day.
- Maintain proper storage and handling of foods until delivered to students.
- Recollect and properly store all bags, cooling/heating packs, insulation sleeves, and meal service containers after meal service is completed each day.
- Maintain and pay for any school health inspection fees which may be required by Butte County Environmental Health.

▪ **Additional Terms:**

- Non-compete: Vendor will be the only food service provider during the length of the contract with exception of Blue Oak's weekly "Thursday Marketplace".
- Either Vendor or School may terminate services provided with ninety (90) days notice. Service will terminate on the last day of the calendar month.
- Vendor will properly package foods with temperature-stabilizing equipment (insulation, hot/cold packs, and thermoses) intended to maintain the food at proper serving temperatures for at least one (1) hour. Foods that are not served in a timely manner should be refrigerated and/or reheated, as necessary. School assumes full responsibility for the proper handling and service of meals upon receipt.

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Bridgette Brick-Wells, Vendor Date

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Heather Altfeld Date  
Blue Oak Charter Council Chair