

**FOOD SERVICE AGREEMENT**  
**Between**  
**SYLVAN UNION SCHOOL DISTRICT**  
**And**  
**STANISLAUS COUNTY OFFICE OF EDUCATION**  
**2018-2019**

This agreement is entered into on the first day of August 2018 by and between Stanislaus County Office of Education, hereinafter referred to as "COUNTY", and Sylvan Union School District, hereinafter referred to as "DISTRICT."

**WHEREAS**, it is not within the capability of COUNTY to prepare specified meals under the National School Lunch Program (NSLP) for enrolled participating children; and

**WHEREAS**, the facilities and the capabilities of the DISTRICT are adequate to supply specified meals to the COUNTY's facilities; and

**WHEREAS**, the DISTRICT is willing to enroll SCOE children in the National School Lunch (NSLP) and receive all reimbursements for eligible meals;

**WHEREAS**, The COUNTY agrees to pay DISTRICT for cost of meals prepared and delivered but not reimbursed by USDA food program as follows:

Reduced Price Student Breakfast	\$.30 each
Full Price Student Breakfast	\$1.80 each <sup>1</sup>
Unclaimed/Adult Breakfast	\$3.00 each <sup>2</sup>

Reduced Price Student Lunch	\$.40 each
Full Price Student Lunch	\$3.00 each <sup>3</sup>
Unclaimed/Adult Lunch	\$4.00 each <sup>4</sup>

Extra Milk \$.50 each

Juice \$.50 each

Mileage Fee \$.75 per meal

Administrative Fee \$1.16 per meal<sup>5</sup>

Indirect Cost Fee: 2%

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<sup>1</sup> Subject to change once the 2018/2019 reimbursement rates are released to ensure compliance with USDA regulations.

<sup>2</sup> Subject to change once the 2018/2019 reimbursement rates are released to ensure compliance with USDA regulations.

<sup>3</sup> Subject to change once the 2018/2019 reimbursement rates are released to ensure compliance with USDA regulations.

<sup>4</sup> Subject to change once the 2018/2019 reimbursement rates are released to ensure compliance with USDA regulations.

<sup>5</sup> Subject to change to maintain fiscal solvency for the district as described in Section 2.

**THEREFORE**, both parties hereto agree as follows:

**Section 1. DISTRICT's Responsibilities:**

1. The DISTRICT will prepare and supply meals to include milk and utensils, to the following sites:

John F Kennedy School (JFK) &  
Margaret L. Annear Head Start (MLA)  
1336 Stonum Road  
Modesto, CA 95351

Stanislaus County Institute of Learning (SCIL)  
3113 Mitchell Road  
Ceres, CA 95307

Peterson Alternative Center for  
For Education (PACE)  
2209 Blue Gum Ave.  
Modesto, CA 95358

Valley Charter High School (VCHS)  
108 Campus Way  
Modesto, CA 95350

John B. Allard School (JBA)  
(Patterson)  
350 North Kilroy Road  
Turlock Ca 95380

Stanislaus Industrial Technology Institute  
From the JBA Site  
Stanislaus Culinary Arts Institute (Oakdale)  
From the JBA Site

2. The DISTRICT shall purchase, prepare and serve a variety of high quality, wholesome, and nutritious foods and beverages for students, faculty, staff, employees, and others at the designated sites listed above in accordance with the terms and conditions of this agreement.
3. The DISTRICT agrees that it will perform the work described in this agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.
4. The DISTRICT agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this agreement.
5. The DISTRICT agrees to conduct program operations in accordance with all State and Federal regulations and guidelines.
6. The DISTRICT shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible students. Both the DISTRICT and the COUNTY shall be responsible for protecting the anonymity of students receiving free or reduced price meals.
7. The DISTRICT shall determine eligibility and verify applications for free and reduced price meal benefits and conduct any hearings related to such determinations.
8. The DISTRICT agrees to comply with the storage and inventory management requirements for donated foods.

9. The DISTRICT will provide a proposed menu for each month at least seven (7) business days prior to the beginning of the month to which the menu applies.
10. Any changes to the menu made after COUNTY approval must be agreed upon by COUNTY and documented on the menu records.
11. Assure that each meal provided to COUNTY under this contract meets the minimum nutritional requirements as specified by the USDA Current Meal Patterns.
12. Be responsible for meeting the food-based meal pattern requirements for programs as set forth by the Department of Agriculture and for the temperature and quality of the food at the time of delivery.
13. Prepare breakfasts and lunches appropriate to children's ages and developmental levels.
14. The DISTRICT shall supply special diets for students when the proper medical accommodation form for that student is on file and is prescribed and signed by a licensed physician.
15. The DISTRICT will enroll students in the National School Lunch Program (NSLP) as of August 1, 2017 and receive and process all meal reimbursements and meal applications.
16. The DISTRICT will maintain all necessary records to support the above information.
17. The DISTRICT will provide required professional standards training to COUNTY food service workers.
18. Maintain full and accurate records that document: (1) the menus listing all meals provided to COUNTY during the term of this contract, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The DISTRICT agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying guide or the CNFDD Simplified Food Buying Guide (SFDB) when calculating and recording the quantity of food prepared each meal.
19. Maintain such cost records as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the DISTRICT, of the meal components and quantities itemized in the meal preparation records.
20. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for COUNTY. Meal count documentation must include the number of meals requested by COUNTY.
21. Present COUNTY with an invoice for the delivery of breakfasts and lunches within thirty (30) days of the previous month to be paid within 30 days upon receipt of the invoice.
22. Provide COUNTY with a copy of current health certifications for the food service facility in which it prepares meals for use in USDA food program.
23. The DISTRICT shall ensure that all health and sanitation requirements of the California Retail Food Facilities Law, and Chapter 4 of the California Health and Safety Code, are met at all times.

24. Operate in accordance with current USDA regulations and keep informed regarding new dictates.
25. DISTRICT will install a Point of Service (POS) system at JFK/MLA site, and SCIL site to record meals served at all county locations.
26. The DISTRICT commits to fiscally responsible management of the program.
27. DISTRICT will retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review is in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by COUNTY, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place.
28. The DISTRICT will not subcontract for the total meal, with or without milk, or for the assembly of the meal.
29. The DISTRICT shall furnish the necessary smallwares, including but not limited to trays, dishes, utensils and any other items needed to properly prepare and serve meals.
30. The DISTRICT certifies that in its operation of a USDA Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or COUNTY.
31. Where the DISTRICT is unable to certify to any of the statements in this certification, DISTRICT shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.10. (Lower Tier)
32. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 at Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, certify that it will continue to provide a drug-free workplace.
33. The DISTRICT agrees to defend, indemnify and hold harmless the COUNTY, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments arising from personal or bodily injuries, property damage or otherwise, or recovered against any of the above that may arise from or be alleged to be caused by the negligence or willful acts of DISTRICT.
34. "Buy American" Provision. Section 104(d) of the William F Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products with nonprofit school food service account funds.

**Section 2. COUNTY's Responsibilities:**

1. The COUNTY shall be responsible for providing and paying for staff to prepare and serve meals at the COUNTY sites listed above on a daily basis.
2. The COUNTY shall be responsible for providing properly trained food service substitutes to prepare meals, serve meals, and complete required paperwork at the COUNTY sites listed above when needed.
3. The COUNTY shall be responsible for providing and paying for substitute staff to prepare and serve meals at the COUNTY sites listed above on a daily basis.
4. The COUNTY shall be responsible for providing the proper facilities to prepare, store, and serve meals at the COUNTY sites listed above.
5. The COUNTY may make reasonable regulations with regard to all matters under its supervision and control, and the DISTRICT shall comply with them as soon as reasonably possible after proper notification is given.
6. The COUNTY shall distribute, collect, and send the completed applications for free and reduced price meals to the DISTRICT food service office located at 1300 E. Rumble Road, Modesto, CA within 24 hours of receipt. Completed applications should be sent to Food Server at each site for pick-up by the DISTRICT driver.
7. The COUNTY is responsible for payment for all meals ordered that are not assigned to a free and reduced status student at the prices listed on page 1.
8. The COUNTY is responsible for payment of a per meal mileage fee.
9. The COUNTY is responsible for payment of a per meal administration fee.
10. Student Meal participation for this contract is estimated on providing and billing for:

54,360 Breakfasts  
59,760 Lunches

If student meal participation numbers are not adequate for the DISTRICT to maintain between a 2-3% profit (fiscal solvency) then the COUNTY will be responsible for paying additional administrative fees at an amount that will guarantee that the DISTRICT earn a minimum of a 2% profit for this program.

11. The COUNTY will be responsible for the maintenance and repair of all food service equipment needed to prepare, store, and serve meals at the COUNTY sites.
12. The COUNTY shall be responsible for the processing and accountability of all cash, checks or other forms of currency accepted as payment for meals.
13. The COUNTY will pay for meals to students without adequate funds.

14. The COUNTY will pay for all unclaimed and adult meals served at the rates listed on page 1.
15. The COUNTY will pay for all reduced price student meals at the reduced price rates listed on page 1.
16. The COUNTY will request by email/fax/telephone, no later than 8:30 a.m., an accurate number of meals to be delivered by DISTRICT on each weekday (lunch count for the current day and breakfast count for the following day).
17. Errors in meal counts called in shall be the responsibility of the COUNTY and be charged at the unclaimed meal prices as detailed on page 1.
18. The COUNTY shall be responsible for paying the unclaimed meal price for all meals that the DISTRICT is not able to claim for reimbursement.
19. The COUNTY is responsible for providing accurate daily meal counts to avoid unclaimed meal charges. Unclaimed meals in excess of 10 per day will be charged to the COUNTY at the unclaimed meal rate as detailed on page 1.
20. The COUNTY will ensure a representative is available at each delivery site at the specified time and date to receive delivery of meals.
21. The COUNTY shall be responsible for the daily cleaning and sanitation of its facilities to the standards enforced and inspected by the County Environmental Services.
22. The COUNTY assures the DISTRICT that individuals operating the food program will be trained and knowledgeable in the record keeping and meal requirements of USDA, and in health and sanitation practices. COUNTY will assume cost of required outside training provided by the district.
23. The COUNTY will be responsible for the food once it is received by COUNTY. Any losses incurred after that point, due to any reason such as failure of storage equipment, loss of electricity, etc. will be the responsibility of the COUNTY to reimburse the DISTRICT for those losses.
24. Notify the DISTRICT within five (5) business days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
25. Pay the DISTRICT within 30 days of receipt of invoice the full amount as presented on the monthly itemized invoice. COUNTY agrees to notify the DISTRICT within reasonable amount of time from receipt regarding any discrepancy in the invoice.
26. Actual served meals will be reported at point of service as required by USDA and these numbers will be used for all reporting and billing. COUNTY will be billed for and pay for the number of meals served at the reduced price rate, full price pay rate, and unclaimed/adult rate for breakfasts and lunch.
27. Request for sack lunches for field trips two weeks in advance.
28. Gifts or exchanges of commodities are not permitted. Until it is consumed by the students the food prepared remains the property of the State and Federal governments and the DISTRICT. It cannot be sold, given away, or exchanged.

29. The COUNTY agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payment and judgments arising from personal or bodily injuries, property damage or otherwise, or recovered against any of the above that may arise from or be alleged to be caused by the negligence or willful acts of COUNTY.
30. Responsibility for the supervision of the COUNTY food service programs and staff shall be the COUNTY'S solely and exclusively.

### Section 3. Term

The term of this agreement for food service shall be August 1, 2018 – July 31, 2019. This agreement may be cancelled by either party upon (180) days written notice to the other party. It may be renewed under the same terms and conditions by mutual agreement of both parties.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:**

\_\_\_\_\_  
DISTRICT Official Signature  
Debra Hendricks  
Superintendent, Sylvan USD  
(209) 574-5000

\_\_\_\_\_  
Date

\_\_\_\_\_  
COUNTY Official Signature  
Don Gatti  
Deputy Superintendent, Business Services  
(209) 238-1957

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Maaske  
Director of Food Services  
(209) 574-5607

\_\_\_\_\_  
Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by  
(1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410;  
(2) fax: (202) 690-7442; or  
(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).