



## FOOD SERVICE SAFETY AND SANITATION PROGRAM SERVICE AGREEMENT

### Overview

This agreement is made between Food Safety Systems ("FSS") and Palos Verdes Peninsula School District ("School District"), effective as of July 1, 2019. Under this agreement, FSS will provide School District with a complete and sustainable food safety and sanitation system, inclusive of oversight, safety and sanitation training, education, and inventory control as detailed in **Schedule A**.

Schedule A includes trade secrets of FSS, which derive independent economic value from not being generally known to the public or by FSS competitors, and are the subject of reasonable efforts to maintain their secrecy. Therefore, School District will not, except as required in the conduct of School District's business or as required under California State or other laws, use, publish or disclose any of FSS's trade secrets (e.g., Schedule A) until at least such time that the information are no longer trade secrets. If School District discloses any of FSS's trade secrets, School District will notify FSS of such disclosure or use.

### Term and Termination

This agreement is year three (3) of a five (5) year agreement and may be extended at the discretion and consensus of both parties for the stated additional two (2) one-year term(s). The pricing submitted for the SY19-20 will remain fixed until June 30, 2020. Pricing agreed to for each renewal will remain fixed throughout each annual agreement period ending June 30. FSS may petition a price increase annually for each renewal period. The School District reserves the right to accept or reject any price increase, and terminate the agreement, without penalty.

The term of this agreement is one year, unless terminated by either party for any reason with thirty (30) days advanced written notice. All materials, dispensers, accessories and instructional charts that are provided as part of this program remain the property of Food Safety Systems and may be removed if, and when, the program is cancelled.

### Services

FSS will visit each of the schools listed in **Schedule B** during each service visit cycle unless otherwise specified here. There will be a total of eight (8) service visit cycles during each full school year.

School District will pay a total agreement cost of \$30,000.00 for this school year, which will be divided into installment payments of \$3,750.00, to be paid upon being invoiced after the completion of each of the service visit cycles. If the term of this agreement includes a partial school year, the district will only be invoiced for the service visit cycles completed. Schedule B may be modified to add additional schools, which in turn may affect total agreement cost.

### Billing and Remittance

All billing will be from FSS unless otherwise notified. Remittance should be made payable to:

Food Safety Systems  
5405 Alton Parkway, Suite 5A-539  
Irvine, CA 92604

### Accepted By:

#### ***Palos Verdes Peninsula School District***

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

  
Stacy Sagowitz, President

Date 3/4/19

**YOUR TRUSTED RESOURCE. MAKING COMPLIANCE SIMPLE.**

5405 Alton Pkwy, Suite 5A-539, Irvine, CA 92604 • P: (949) 725-9114 • [www.foodsafetysystems.com](http://www.foodsafetysystems.com)

Exhibit A

6/12/19

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## SCHEDULE A

### SCOPE OF SERVICES

All services, materials, and consultation are included in the total cost provided under the Food Safety and Sanitation Service Agreement, offering complete budget control and predictability to School District. Food Safety Systems (FSS) will prepare a Service Schedule with objectives and timelines; and provide education, training, materials, services and reports as follows.

#### a) Education

- a) FSS's food safety and sanitation education program includes district in-service education, site-based education, and educational materials for the Participating Schools. The goal of the FSS education program is to provide education for managers and employees of the School District, and standardize sanitation and safety procedures in each Participating School's kitchen facility.
- b) Education training modules will be provided during each service cycle at each of the Participating Schools. Each educational training module complies with mandated USDA Professional Standards as well as for School Nutrition Association (SNA) Certification Programs.
  - i) The modules will indicate the appropriate USDA Professional Standards Key Area Section designation and the Learning Topic code.
  - ii) A minimum of 4 hours of training will be offered annually, and will include an ongoing curriculum of sanitation, safety and workplace topics.
- c) As required by California State Mandate, CalCode Article 2, Sections 113947 and 113947.1-3, FSS will offer N.R.A. (National Restaurant Association) ServSafe® training to School District employees at an additional cost of \$100.00 per employee.
  - i) FSS can offer additional courses for eligible employees at an additional cost, if requested by the School District.
  - ii) The education provided through ServSafe® courses will complement the services provided by FSS, and fulfill 10-hours of Sanitation and Safety training required by Food Service Directors and Persons in Charge (PIC) per CalCode
  - iii) Testing materials will be in addition to the total cost under the Food Safety and Sanitation Service Agreement

#### b) Materials

- a) Sufficient cleaning products and OSHA approved dispensing systems will be inventoried and replenished as needed at each Participating School by the Service Technician during each site visit
  - i) Concentrated liquid detergents include Pot and Pan Detergent, All Purpose Cleaner, Degreaser, Oven Cleaner
    - (1) Package labeling will exhibit clear dilution and use directions in English and Spanish
    - (2) These detergents are *Green Seal Certified*\*
  - ii) Concentrated Quaternary Ammonia Sanitizer will be provided for required sanitizing of equipment and warewashing per CalCode



*\*Green Seal offers third-party certification based on leadership sustainability standards that help protect the natural world and human health. Green Seal has been identifying and promoting sustainability to industries, purchasers and consumers and helping organizations be greener in real and effective ways since 1989.*



- b) SDS, posters, binders, procedure guides, and ancillary items (e.g., pac cutters, sanitizer test strips) will be provided and replenished as needed at each Participating School.
- c) Each of the Participating Schools is granted a non-exclusive license to use the program and the program materials. FSS will take steps to safeguard use of the program content by entities operating without an agreement from FSS or a related entity.

c) Service

- a) FSS certified service technicians will visit each of the Participating schools eight (8) times per full school year in accordance with the Service Schedule. FSS service technicians are certified in the administration, instruction and recognition of HACCP program integrity and verification. Per Section 111 of the 2004 USDA Reauthorization Act, School Food Authorities (SFAs) are required to implement and maintain a food safety program based on Hazard Analysis and Critical Control Point (HACCP) principles.
- b) FSS service technicians will survey and audit, of each Participating School's kitchen, and provide immediate corrective action, staff training, action documentation, and supervisor notifications for follow ups. The survey and audit is intended to measure due-diligence and verify system execution and staff motivation
- c) The audit will include a review of the School District's specific HACCP guidelines at each Participating school
- d) The audit will follow site inspection protocol as offered by State and County regulatory authorities

d) Reports / Review

- a) FSS will provide documentation of the education received for School District due diligence files.
- b) All materials required for OSHA compliance will be placed in and kept current in each of the Participating Schools.
- c) After completion of each survey and audit, FSS will generate:
  - i) A Post Site Visit report documenting only areas requiring immediate attention by the School District will be sent within 48 hours of completing the service cycle, including critical violations, areas at risk and maintenance and repair requirements
  - ii) A complete electronic service report that documents program compliance and areas where further management action is required will be sent within 7 working days of completing the service cycle. These reports can serve as critical due-diligence confirmation, and provide the School District with an electronic record of program compliance.
- d) After each full school year, FSS's general manager will meet with district administrators to review the year's accomplishments and make recommendations for program improvement.



## SCHEDULE B

### PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT SY 19-20 PARTICIPATING SITES

	Elementary Schools	Middle Schools	High Schools	Central Kitchens Warehouse
1	Cornerstone ES	Miraleste IS	Palos Verdes HS	
2	Dapplegray ES	Palos Verdes IS	PV Peninsula HS	
3	Lunada Bay ES	RidgeCrest IS		
4	Mira Catalina ES			
5	Montemalaga ES			
6	Point Vicente ES			
7	Rancho Vista ES			
8	Silver Spur ES			
9	Soleado ES			
10	Vista Grande ES			
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