

**FOOD SERVICE/VENDING AGREEMENT**  
Between  
**SYLVAN UNION SCHOOL DISTRICT**  
And  
**STANISLAUS COUNTY OFFICE OF EDUCATION**  
2020-2021

This agreement is entered into the first day of July 2020 by and between Stanislaus County Office of Education Head Start Program, hereinafter referred to as "COUNTY," and Sylvan Unified School District, hereinafter referred to as the "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 Head Start children in the National School Lunch Program (NSLP) and receive all reimbursements for eligible meals;

**WHEREAS**, The COUNTY agrees to pay the DISTRICT for cost of meals prepared and delivered but not reimbursed by USDA food program. Reimbursement rates are as follows and are subject to current rates at the time of the contract terms:

Snack \$0.96

**WHEREAS**, The COUNTY agrees to pay the DISTRICT for cost of meal plans and meal components not reimbursed by the USDA food program during district holiday closures.

**WHEREAS**, The COUNTY agrees to pay the DISTRICT for child-sized adult modeling meals prepared and delivered. Cost are as follows:

Breakfast \$3.00                      Lunch \$4.00                      Transportation cost \$1.71 per mile

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

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

A. Prepare and supply the meals to include milk and utensils to the following sites:

CF Brown Head Start  
1401 Celeste Dr.  
Modesto, CA 95355

Chrysler Head Start  
2818 Conant Avenue  
Modesto, CA 95350

Muncy Head Start  
1941 Silvaire Drive  
Modesto, CA 95350

Muncy Early Head Start  
2410 Janna Avenue  
Modesto, CA 95350

Oakdale Head Start  
1235 East D. Street  
Oakdale, CA 95361

Oakdale Child Development Center  
345 North 6<sup>th</sup> Street  
Oakdale, CA 95361

M.L. Annear Head Start  
1336 Stonum Road  
Modesto, CA 95351

Riverbank Head Start  
6200 Claus Road  
Riverbank, CA 95367

Sylvan Head Start  
2908 Coffee Road  
Modesto, CA 95350

- B. Deliver breakfast and lunch to Head Start classrooms according to the agreed upon schedule. COUNTY reserves the right to revise delivery schedule as needed to meet the needs of the children served. If a schedule change is necessary, COUNTY will make the request to the DISTRICT at least two weeks in advance:

**Daily:**

Breakfast-Delivered between 7:00 am - 8:00 am

AM Lunch - Delivered between 10:00 am - 11 :00 am

- C. Any changes to the menu made after COUNTY approval must be agreed upon by COUNTY and documented on the menu records.
- D. Provide COUNTY with a monthly menu one (1) week prior to the beginning of the month covered by said menu. Maintain all necessary records on the nutritional components and numbers of breakfasts and lunches prepared for the Early Head Start/Head Start programs and make said records available for inspection by State, Federal and COUNTY authorities upon request. Transport sheets must indicate total and per child amounts of food provided each day. All meal planning should be consistent with SCOE Head Start Child Nutrition Policy (PO-D03) (Attachment A).
- E. Assure that each meal provided to COUNTY under this contract meets the minimum nutritional requirements as specified by the USDA Summary of Current and Proposed Meal Pattern Revision (Attachment B) found on the USDA website [www.fns.usda.gov](http://www.fns.usda.gov). Be responsible for meeting the food-based meal pattern requirements for a child care food program as set forth by the Department of Agriculture and for the temperature and quality of the food at the time of delivery. In addition, meals requirements must meet Head Start Nutritional Performance Standards.
- F. Prepare each meal appropriate to children's ages and developmental levels. Food items considered to be choking hazards for infants, toddlers, and preschoolers will not be included in any meal. It is requested that the DISTRICT provide meal sizes to accommodate larger portion sizes to accommodate for spillage and waste in family style serving containers.

**Meal Breakdown:** Age groups reflect anticipated ages and numbers (may be revised as enrollment dictates)

**CF Brown Head Start - Preschool Classroom (Ages 3-5 years old, follow approved menu)**

40 Breakfasts + 2 child-size meal

40 Lunches + 2 extra child-sized meal

40 PM Snacks + 2 extra child-size meal

**Chrysler Head Start - Preschool Classroom (Ages 3-5 years old, follow approved menu)**

40 Breakfasts + 2 child-size meal  
40 Lunches + 2 extra child-sized meal  
40 PM Snacks (M-TH) 20 (F) + 2 extra child-size meal

**Muncy Head Start - Preschool Classroom (Ages 3-5 years old, follow approved menu)**

20 Breakfasts + 1 child-size meal  
20 Lunches + 1 extra child-sized meal  
20 PM Snacks + 1 extra child-size meal

**Muncy Early Head Start – Infant Classroom (Ages 12-24 months)**

6 Breakfasts + 1 child-size meal  
6 Lunches + 1 extra child-sized meal  
6 PM Snacks + 1 extra child-size meal

**Muncy Early Head Start – Toddler Classroom (Ages 24-36 months)**

40 Breakfasts + 2 child-size meal  
40 Lunches + 2 extra child-sized meal  
40 PM Snacks + 2 extra child-size meal

**Oakdale Head Start - Preschool Classroom (Ages 3-5 years old, follow approved menu)**

17 Breakfast + 1 extra child-sized meal  
17 Lunches + 1 extra child-size meal  
17 PM Snacks (M-TH) + 1 extra child-size meal

**Oakdale Child Development Center - Preschool (Ages 3-5 years, follow approved menu)**

20 Breakfast + 1 extra child-sized meal  
20 Lunches + 1 extra child-size meal  
20 PM Snacks + 1 extra child-size meal

**Oakdale Child Development Center Early Head Start - Infant Classroom (12-24 mo.)**

6 Breakfasts + 1 child-size meal  
6 Lunches + 1 extra child-sized meal  
6 PM Snacks + 1 extra child-size meal

**Oakdale Child Development Center Early Head Start – Toddler Classroom (24-36 mo.)**

8 Breakfasts + 1 child-size meal  
8 Lunches + 1 extra child-sized meal  
8 PM Snacks + 1 extra child-size meal

**Riverbank Head Start - Preschool Classroom (Ages 3-5 years old, follow approved menu)**

40 Breakfast + 2 extra child-sized meal  
40 Lunches + 2 extra child-size meal  
40 PM Snacks (M-TH) + 2 extra child-size meal

**Sylvan Head Start - Preschool Classroom (Ages 3-5 years old, follow approved menu)**

40 Breakfast + 2 extra child-sized meal

40 Lunches + 2 extra child-size meal

40 PM Snacks (M-TH) + 2 extra child-size meal

**Margaret L. Annear Head Start -Preschool (Rm#106) (Ages 3-5 follow approved menu)**

20 Breakfast + 2 extra child-sized meal

20 Lunches + 2 extra child-size meal

20 PM Snacks + 2 extra child-size meal

- G. DISTRICT will enroll preschoolers, infants and toddlers in National School Lunch Program (NSLP) as of July, 1st 2020 and receive and process all meal reimbursements and meal applications, DISTRICT to maintain all necessary records to support the above information.
- H. 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.
- I. 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.
- J. 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.
- K. Allow COUNTY to increase or decrease the number of meal orders, as needed, when the request is made within a reasonable amount of time before the scheduled delivery time.
- L. Present COUNTY with an invoice for the delivery of breakfast and lunches within thirty (30) days of the previous month to be paid within 30 day upon receipt of invoice. Total Compensation by the COUNTY shall not exceed \$95,200 during the contract period for the Head Start Program. Any amounts exceeding these figures may be renegotiated.
- M. The DISTRICT agrees to forfeit payment for meals that are not ready within (1) one hour of the agreed upon delivery time, are expired or spoiled or do not meet guidelines as defined in the HS nutrition wellness attachment at time of delivery, are short of USDA components, or do not otherwise meet the meal requirements contained in this Agreement. Food not delivered with in safe food service temperature below 40° degrees for cold food and above 140° for hot foods will not be accepted.

- N. 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. 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.
- O. Operate in accordance with current USDA regulations and keep informed regarding new dictates.
- P. 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.
- Q. Not to subcontract for the total meal, with or without milk, or for the assembly of the meal.
- R. 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.
- S. 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)
- T. 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.
- U. If at any time during the school year, the DISTRICT is not in session at the same time COUNTY Head Start Program is in session, COUNTY Head Start Program will be responsible for providing meals.
- V. 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.
- W. Allow the contracted Head Start Dietician access to the DISTRICT'S kitchen/ food preparation area for annual monitoring and check-up visits as needed.

- X. The DISTRICT will assure that no Title III (C) funds have been applied to the cost of or Title III (C) commodities used for the preparation of these meals.

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

- A. Request by 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). Errors in count called in shall be the responsibility of the COUNTY.
- B. Notify the DISTRICT of necessary increases or decreases in number of meal orders within reasonable amount of time of the scheduled delivery time. Errors in meal order counts made by COUNTY shall be the responsibility of COUNTY.
- C. Ensure that a COUNTY representative is available at each delivery at the specified time on each specified pick-up date to receive, inspect and sign for the requested number of meals. The individual will verify the temperature, quality and quantity of each meal service delivery. COUNTY assures the DISTRICT that this individual will be trained and knowledgeable in the record keeping and meal requirements of USDA, and in health and sanitation practices.
- D. Provide personnel to serve meals clean the serving and eating areas and assemble transport carts and auxiliary items for pick-up/ delivery by the COUNTY no later than 2 p.m.
- E. Be responsible for the food once it is received by COUNTY.
- F. 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.
- G. 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.
- H. Actual served meals will be reported at point of service as required by USDA and this number will be used for all reporting and billing.
- I. COUNTY will be billed for and pay for the number of modeling meals ordered.
- J. Request lunches for field trips two weeks in advance.
- K. 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.
- L. Responsibility for the supervision of Head Start program and staff shall be the COUNTY'S solely and exclusively.

**Section 3. Term**

The term of this agreement for food service shall be July 1, 2020-June 30, 2021. This agreement may be cancelled by either party upon one hundred eighty (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:

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

*Debra Hendricks*  
DISTRICT Official Signature  
Debra Hendricks  
Superintendent, Sylvan USD  
(209) 574-5000  
6/23/20  
Date

\_\_\_\_\_  
COUNTY Official Signature  
Don Gatti  
Deputy Superintendent, Business Services  
(209) 238-1900  
\_\_\_\_\_  
Date

Michael Maaske Digitally signed by Michael Maaske  
Date: 2020.06.23 12:58:06 -07'00'  
Michael Maaske  
Director of Food Services  
(209) 574-5607  
6/23/2020  
Date

<u>See attached</u> Account Number	<u>Hotchkiss, Jewelee</u> Digitally signed by Hotchkiss, Jewelee Date: 2020.06.15 13:24:35 -07'00' Department Approval / Director
<u>Trejo, Ramona</u> Digitally signed by Trejo, Ramona Date: 2020.06.17 12:58:08 -07'00' Budget Approval	<u>Tony Jordan</u> Digitally signed by Tony Jordan Date: 2020.06.17 18:02:03 -07'00' Division Approval

## Account Codes for 2020/2021 Sylvan Meals Contract

12-5320-0-5150-0001-1000-CFS-7053-ML	2.7250%
12-5320-1-5150-0001-1000-CFS-7053-ML	16.4112%
12-5230-1-5850-0001-1000-CFS-7053-ML	27.2504%
12-5210-1-5150-0001-1000-CFS-7002-ML	17.6920%
12-5210-1-5150-0001-1000-CFS-7003-ML	25.1978%
12-5220-1-5150-0001-1000-CFS-7004-ML	10.7236%