



This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by the Davis Joint Unified School District Student Nutrition Services Department (“District”) and the United Way California Capital Region (“United Way”).

RECITALS

WHEREAS, the Davis Joint Unified School District seeks to work with the United Way California Capital Region producing meals for children in Summer and After School At-Risk Programs.

WHEREAS, District and United Way California Capital Region wish to enter into an agreement specifying as set forth below, certain services to be provided:

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

DJUSD Program Shall:

1. Prepare meals daily for the 2015-2016, 2016-2017, and 2017-18 school years in accordance with the number of meals requested for that day.
2. As a vendor for United Way, District will follow meal requirements as set under the National School Lunch Program, School Breakfast Program, After School At-Risk Program, and Summer Food Program. Meals shall be unitized, inclusive of milk, and appropriate for K-12th grade. Meals shall be comprised of high quality, minimally processed, nutrient dense foods. Meals shall be made with whole grains, heart healthy fats, whole fresh fruit and vegetables whenever possible, and beverages with no added sugars.
3. Provide United Way with menu to distribute to students 14 days prior to the beginning of the period to which the menu applies. Menu days may change without notice.
4. As a vendor for the United Way, District shall coordinate with the Sacramento Food Bank & Family Services for the timely and accurate distribution of meals and shall take responsibility for contacting United Way in case of emergency where delivery schedule cannot be kept. Delivery times may be adjusted due to unforeseen disaster. District and United Way may choose to subcontract delivery service to another organization, but District shall remain responsible for the coordination of such delivery.

5. Provide Lunch, Snack, and Supper only on those days the District are in session and the menu calendar will determine these days.
6. Shall not be able to claim any federal or state reimbursement for meals provided to United Way. All meals provided will be wholesome and meet the meal component requirements for the appropriate age.
7. Present United Way with an invoice before the (10) tenth day of each month listing the numbers of meals furnished for the past month.
8. Deliver meals to the Sacramento Food Bank & Family Services location located at :

**1951 Bell Ave
Sacramento, CA 95838**

9. Maintain records of all food and supplies purchased. District shall maintain all necessary records on the nutritional components and quantities of the meals provided to United Way and make said records available for inspection by United Way, State, and Federal authorities upon written request. DJUSD shall retain records for a period of three years from the date of final payment; except that is any audit finding has not been resolved, the records shall be retained beyond the three year period as long as required for the resolution of the issues raised by audit.
10. Operate with a food facility permit.
11. Adhere to the California Health Services Law in whom AB 1978 requires each food facility personnel to be certified in Sanitation & Safety.
12. The District will operate within the United States Department of Agriculture and California Department of Education, Food & Nutrition Division regulations.
13. Have liability insurance coverage for health and safety precautions.
14. Provide alternative meals for students who are determined by a licensed physician to have Special Dietary requirements.
15. District shall notify United Way of any significant change to the program, program structure, organization that could/would affect the Summer Food Service Program or After School At-Risk program.

United Way shall:

1. Have a designee furnish meal counts 48 hours in advance for the next day delivery of meal to the Central Kitchen Supervisor, Miyuki Carson at (530) 757-5389 with the day's total meal count. It is important that the meal count is as accurate as possible; this number will be used for monthly billing purposes.
2. Pay invoice within 30 days of billing. Included in meal pricing is a meal component, delivery, eating utensil, serving tray, straw and napkin for each Lunch/Supper/Snack provided.

Payment for the meals as follows:

Supplement/Snack:	\$.70
Lunch:	\$ 2.60
Supper:	\$ 2.60

3. Meal Prices in this agreement are for year (1) one. All subsequent years the CPI Food Index will be used to determine meal price increases. The meal price increases will be set at a ceiling cap and may not escalate past 3.5%.
4. No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, do not meet specifications, deemed non-reimbursable per provisions of the SFSP, or don't otherwise meet the requirement of this agreement. However, no deduction shall be made unless UWCCR provides to DJUSD in writing of the meal service which the deduction is to be made, specifying the number for which UWCCR intends to deduct payment and setting forth the reasons for the deduction.
4. The United Way will indemnify and hold the District and its officers, employees, and agents harmless from any and all liability, cost, or expense resulting from negligence, error, or omission on behalf of the as a result of operating under the terms of this agreement.
5. Shall return any property (wire racks, insulated bags, etc.) provided by the District for delivery of meals to be returned to the District.
6. United Way shall notify the District of any significant change to the program, program structure, or organization that could/would affect the Summer Food Service Program or After School At-Risk Program.

Terms and Conditions

1. The MOU shall be deemed to be executed with the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this MOU shall be filed and resolved in a California State court located in Woodland, California.
2. The term of this agreement will be from June 15, 2015 until June 30, 2018. At the end of this agreement a (3) year option will be included to determine if both parties desire to continue agreement.
3. After the first year of this agreement starting July 1, 2016 either party will be subject to 90 days written notification which may cancel this agreement.
4. Either party may terminate this agreement for cause upon 90 days written notice of a material breach to the other party if such breach remains uncorrected at the expiration of such period. Causes that would justify termination of this agreement may include: continued errors in accuracy or timeliness of deliveries, lapse in required documentation, inability to meet United Way and USDA nutritional requirements for itemized meals, or consistent inability to pay invoices in a timely manner.

June 11, 2015

Page 4 of 4

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date first written above by affixing their signatures hereafter.

District:

United Way California Capital Region:

By: _____

Bruce E. Colby
Associate Supt. of Business Services

Stephanie Bray
President & CEO

Date: _____

Date: _____