



DAVIS JOINT UNIFIED SCHOOL DISTRICT FOOD SERVICE AGREEMENT WITH LIGHTHOUSE CHARTER SCHOOL.

This agreement, entered into on September 17, 2015, between the **Davis Joint Unified School District**, 526 B Street, Davis, CA 95616, herein after referred to as **School Food Authority (SFA)** and **Lighthouse Charter School**, P.O. Box 303, Clarksburg, CA 95612, herein after referred to as (**LCS**) is made for the purpose of providing lunches and breakfasts hereinafter referred to as “meals”, which meet the National School Lunch and/or School Breakfast Program meal requirements. It is hereby agreed that:

- **SFA** will provide meals that comply with the nutrition standards as established by the United State Department of Agriculture for the National School Lunch and/or School Breakfast Program to the **LCS**. **SFA** will provide the necessary utensils, straws and napkins.
- **SFA** will prepare the meals in the (Davis Joint USD/Central Kitchen) located at (1919 5th Street, Davis, CA 95616). This preparation site will maintain the appropriate State and local health certifications for the facility.
- The number of meals prepared by the **SFA** will be equal to the number of meals requested by **LCS**. The **LCS** will notify the **SFA** of the number of meals needed the afternoon before by 1:00 p.m. for next day. **KSA/KKC** will be obligated to accept and pay for the number of meals requested but not served and a minimum of 50 meals per day must be ordered. **SFA** will not be obligated to provide any meals on days when **LCS or SFA** schools are not in session.
- **SFA** will provide all the equipment necessary to transport the meals and eating utensils for daily meals ordered. **LCS** will provide all personnel necessary to serve and supervise the consumption of the meals.
- **SFA** will be responsible for transporting the meals from the Central Kitchen. The delivery will be no later than 10:45 a.m.
- Both parties will be responsible for maintaining the proper temperature of the meal components until they are consumed.
- **LCS** will return on a daily basis any and all property owned by the **SFA**.
- No later than one (1) week prior to the end of each month the **SFA** will provide to **LCS** a monthly menu covering the meals to be served for the following month. The **SFA** will submit to the **LCS** itemized invoices for the meals provided by the **SFA**. The invoiced meals will be for a cost of **\$2.65**. The **LCS** will submit payment to the **SFA** in such form as required by the **SFA** on or before the 30th day of the following month. Also, Field Trip meals may be requested at least 3 working days in advance. The cost per meal will remain the same as for the regular meal at **\$2.65**.

- The **LCS** will indemnify and hold the **SFA** 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 **LCS** as a result of operating under the terms of this agreement.
- The **SFA** will indemnify and hold the **LCS** 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 **SFA** as a result of operating under the terms of this agreement.
- The **LCS** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$1,000,000 for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the **SFA**.
- The term of this agreement will be from September 17, 2014 until June 30, 2015, unless terminated by either party on 30-days written notice with cause.
- All business and information relating to the execution of this agreement and services thereof, including kitchen visitations, will be directed to the Director of Food Services, **SFA**.

Name of school food authority:	
Davis Joint Unified School District	
Name and title of school/agency official:	Telephone No:
Bruce Colby Associate Superintendent of Business Services	(530) 757-5300, ext. 122
Signature of school/agency official:	Date:
Name of receiving school/agency:	
Lighthouse Charter School	
Name and title of receiving school/agency official:	Telephone No:
Peter Stone, Chief Business Official	(510) 798-9434
Signature of receiving school agency official:	Date: