

# **CONTRACT NAME: AGREEMENT BETWEEN YOLO COUNTY OFFICE OF EDUCATION AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement between Yolo County Office of Education and DJUSD will allow the District to serve meals to YCOE students that attend DJUSD.

The USDA requires School Food Authorities (DJUSD) and the County Office of Education (YCOE) to enter into an Interagency Agreement permitting the School Food Authorities (SFA) to claim meals under the National School Lunch Program when serving students from the county.

The Interagency Agreement will require the California Department of Education, Nutrition Services Division to be notified and will require a signed copy of the Interagency Agreement to be kept on file.

## INTERAGENCY AGREEMENT

<b>Administering School/Agency (SFA):</b> Davis Joint Unified School District	
<b>Agreement Number or CNIPS ID:</b> 5772678	<b>Vendor Number:</b> 726700

<b>Receiving School/Agency:</b> Yolo County Office of Education	
<b>Agreement Number or CNIPS ID:</b>	<b>Vendor Number:</b>

This Agreement, executed in duplicate and entered into on January 7, 2016, between the **Administering Sponsor**, Davis Joint Unified School District, hereinafter referred to as **School Food Authority (SFA)**, and the receiving sponsor, Yolo County Office of Education, hereinafter referred to as, **County**, is created for the purpose of providing: (check ☒ all that apply)

- ☒ Lunches under the National School Lunch Program
- ☐ Breakfasts under the School Breakfast Program
- ☐ Snacks under the Meal Supplements in the National School Lunch Program

**It is hereby agreed that:**

- (1) The **SFA** will represent the Yolo County Office of Education as the Child Nutrition Program "Sponsor" and will claim reimbursement from the California Department of Education for all meals served to children enrolled in the Davis Joint Unified School District. Reimbursement will be claimed at the rate of one breakfast/lunch/snack per child per day, only for complete meals/snacks counted at the point of service, and according to each child's eligibility category.
- (2) Once approved by the California Department of Education, this agreement is permanent. Either party may terminate this agreement for cause upon thirty days written notice. Notice of termination will be provided in writing to the California Department of Education, Nutrition Services Division.
- (3) The **SFA** will conduct the free and reduced-price application process, including the distribution, review, and approval of applications for the sites belonging to **County**. The **SFA** will create and update the eligibility roster and provide current lists to the **County** as soon as possible after changes occur.
- (4) The **SFA** will perform the point of service meal count and completion of all required documents.
- (5) The **SFA** will perform the required daily and monthly edit checks.
- (6) The **SFA** will ultimately be responsible for meal count and claiming accountability.
- (7) The **SFA** will perform the verification process and will notify the County of its findings.
- (8) The **SFA** will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly.
- (9) The **SFA** will include all participating sites from the Davis Joint Unified School District in its application/agreement with the California Department of Education.

- (10) The **SFA** will provide meals to the **County** that comply with the nutrition standards established by the United States Department of Agriculture for the Final Rule Nutrition Standards menu planning option.
- (11) The **Davis Joint Unified School District** will prepare the meals/snacks in the **District Central Kitchen** located at 1919 5<sup>th</sup> Street, Davis, CA 95616. This preparation site will maintain the appropriate state and local health certifications for the facility.
- (12) The **SFA** will provide all the equipment necessary to transport the meals/snacks.
- (13) The **SFA** will be responsible for transporting the meals/snacks from the Central Kitchen to school site cafeteria.
- (14) Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.
- (15) The **County** will return any and all property owned by the **SFA**.
- (16) The **SFA** will provide the necessary trays, dishes, utensils, straws, and napkins.
- (17) No later than one (1) week prior to the end of each month the **SFA** will provide to the **County** a monthly menu consisting of the meals/snacks to be served the following month.
- (18) The **SFA** will submit annually to the **County** itemized invoices for the meals/snacks provided by the **SFA**. The invoices shall be for \$3.50 per lunch for students that have accumulated uncollected debt according to DJUSD Meal Charge Policy. The **County** will submit payment to the **SFA** in such form as required by the **SFA** annually for unpaid student lunches at the end of the school year.
- (19) When requested by the **County**, the **SFA** will provide sack lunches for field trips that meet the meal pattern requirements. Sack lunches for field trips will be requested at least 7 working days in advance. The cost per lunch will remain the same as for the regular lunch. The **County** will be responsible for maintaining the appropriate temperature of lunches until served.
- (20) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all food remains the property of the **SFA**.
- (21) The **County** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the **SFA**.
- (22) The **SFA** 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**.
- (23) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.

- (24) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Director of Food Services, **SFA**.

Name and Title of SFA Official		Telephone Number
Signature of SFA Official	Date	Fax
Name and Title of RECEIVING School/agency Official		Telephone Number
Signature of RECEIVING School/Agency Official	Date	Fax

CDE Use	
This interagency agreement is <input type="checkbox"/> Denied <input type="checkbox"/> Approved	
Signature of Nutrition Services Division Representative	Date
<b>Processing:</b> <input type="checkbox"/> Enter CNIPS Note <input type="checkbox"/> signed copy faxed to school/agency <input type="checkbox"/> Original to permanent file	