


**CONTRACT NAME: AGREEMENT BETWEEN ROBLA
SCHOOL DISTRICT AND DAVIS JOINT UNIFIED SCHOOL
DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This inter-agency agreement between Robla School District and DJUSD allows the District to become a vendor for a specific time period due to an emergency at an elementary school in the Robla School District.

DJUSD will provide 600 lunches and 400 breakfasts to be prepared and delivered to the school through the end of the current school year.

The term of this contract is from April 18, 2016 to June 14, 2016. The fiscal impact will be \$78,000 for Fund 13.

Check Appropriate Box Below	
We did not change this sample:	
We changed this sample and highlighted our changes:	X

Return a signed copy through one of the following methods:

- Upload to CNIPS in "Checklist Items"
- E-mail to: SFSContracts@cde.ca.gov
- Fax to: 916-445-5731
- Postal mail to:

School Food Service Contracts Unit
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95816



INTERAGENCY AGREEMENT

This Interagency Agreement between the parties named below authorizes the school food authority (SFA) to claim reimbursement in the Child Nutrition Information and Payment System (CNIPS) for meals it serves to students enrolled in the recipient school or agency. Both parties agree that the recipient school or agency is listed as a site under the administering SFA's Permanent Single Agreement (PSA) with the California Department of Education (CDE) Nutrition Services Division (NSD) to operate the federal child nutrition programs.

Name of SFA:	
Davis Joint Unified School District	
CNIPS ID: 726700	Vendor Number: 5772678
Name of Recipient School/Agency:	
Robla School District	
CNIPS ID (if applicable): 02262	Vendor Number (if applicable): 674200
If the Recipient School/Agency was previously operating under the Permanent Single Agreement of another SFA, identify the full name of that SFA below.	
SFA:	CNIPS ID: Vendor Number:

This Agreement begins on April 18, 2016 and ends on June 14, 2016 (Note: Must not exceed one year term; no extensions [e.g., July 1, 2016, to June 30, 2017]).

The undersigned hereby agree to all terms and conditions of this Interagency Agreement:

Name and Title of SFA Official: Dominic Machi, Director of Student Nutrition Services		Phone Number: (530) 759-2186
Signature of SFA Official: 	Date: 4/18/16	Fax Number: (530) 757-5321
E-mail Address: dmachi@djud.net		
Name and Title of Recipient School or Agency Official: Cathy Green		Phone Number: (916)649-5024
Signature of Recipient School or Agency Official: 	Date: 4/18/2016	Fax Number: (916)991-0466
E-mail Address: cgreen@robla.k12.ca.us		

This Interagency Agreement (hereinafter referred to as **Agreement**) executed in duplicate and entered into on April 15, 2016 between the **School Nutrition Program Sponsor**, hereinafter referred to as the **SFA**, and the **Recipient School District or Agency**, hereinafter referred to as **Recipient**, is created for the purpose of providing (check all that apply):

- ☒ Lunches served under the:
 - ☒ National School Lunch Program
 - ☐ Seamless Summer Feeding Option
 - ☐ Child and Adult Care Food Program
 - ☐ Summer Food Service Program
- ☒ Breakfasts served under the:
 - ☒ School Breakfast Program
 - ☐ Seamless Summer Feeding Option
 - ☐ Child and Adult Care Food Program
 - ☐ Summer Food Service Program
- ☐ Snacks served under the:
 - ☐ National School Lunch Program
 - ☐ Child and Adult Care Food Program
- ☐ Suppers served under the Child and Adult Care Food Program

Both parties hereby agree that:

- (1) If at any time the **Recipient** no longer meets the eligibility requirements to participate in the federal child nutrition programs (CNP), they will immediately notify the **SFA** and the **SFA** will drop the **Recipient** from participation under its PSA.
- (2) The **Recipient** will represent the **SFA** as the CNP sponsor and will claim reimbursement from the CDE for all meals served to children enrolled in the **Recipient's** meal program(s). **SFA will provide Breakfast a \$1.00 and the Lunch at \$2.60.**
- (3) Once approved by the CDE, **the term of this Agreement is 41 Days** as indicated on the cover page. Either party may terminate this Agreement for cause with 10 days' written notice. The **SFA** will provide a written notice of termination to the CDE NSD.
- (4) The **Recipient** will conduct the free and reduced-price meal application process, including the distribution, review, and approval of applications for

sites belonging to the **Recipient**. The **Recipient** will create and update the eligibility roster and provide current lists of students and their eligibility category to the **Recipient** as soon as possible after changes occur.

- (5) The **Recipient** will perform the point-of-service meal counts. The **Recipient** will provide training as necessary to the **Recipient's** staff regarding point-of-service meal counts and completion of all required documents; however, the **Recipient** will ultimately be responsible for meal counts and claiming accountability.
- (6) The **Recipient** will perform the required daily and monthly meal count edit checks.
- (7) The **Recipient** will conduct the annual Verification process, as well as perform any necessary eligibility verifications for cause,
- (8) The **Recipient** will assume responsibility for any overclaims identified during a review or audit, and reimburse the CDE accordingly.
- (9) The **Recipient** will obtain CDE approval for this Agreement and then include all participating **Recipient** sites in its PSA with the CDE.
- (10) The **SFA** will provide meals that comply with the nutrition standards established by the U.S. Department of Agriculture (USDA).
- (11) The **SFA** will prepare meals and snacks in the **Davis Joint Unified School District** kitchen located at **1919 5th Street Davis, California 95616**. This preparation site will maintain the appropriate state and local health certifications for the facility.
- (12) The **Recipient** will notify the **SFA** of the number of meals and snacks needed no later than **Monday by 2:00 for the following week**. The **SFA** is not obligated to provide any meals on days when the **SFA** is not open for business.
- (13) The **SFA** will provide all equipment necessary to prepare meals.
- (14) The **SFA** will provide all equipment necessary to transport meals and snacks to the **Recipient**.
- (15) All meals, including those for field trips, will be (choose one):
 - a. Transported from the SFA to the **Recipient**
 - b. Picked up by the **Recipient** from the **SFA**

Prepared meals will be available for transport or pickup no later than:

Breakfast: Day before meal service

Lunch: Day before meal service

Snacks: [enter time]

- (16) The **SFA** will store all food, including USDA Foods.
- (17) Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.
- (18) The **Recipient** will return on daily basis any and all equipment owned by the **SFA**.
- (19) The **SFA** will provide the necessary trays, dishes, utensils, straws, and napkins.
- (20) No later than one (1) week prior to the end of each month, the **SFA** will provide to the **Recipient** a monthly menu specifying the meals and snacks to be served the following month.
- (21) The **SFA** will submit to the **Recipient** itemized invoices for meals provided by the **SFA**. The **Recipient** will submit payment to the **SFA** in such form as required by the **SFA** on or before the 20th day of the following month.
- (22) When the **Recipient** requests meals for field trips, the **SFA** will provide sack lunches that meet the meal pattern requirements. The **Recipient** must request sack lunches for field trips at least 7 working days in advance. The **SFA** and **Recipient** shall negotiate the delivery time for field trip sack lunches on a case-by-case basis. The cost per lunch will remain the same as for the regular lunch. The **Recipient** will be responsible for maintaining the appropriate temperature of lunches until served.
- (23) The gifting or exchange of USDA Foods is not permitted. Until students are served a meal or snack, all USDA Foods remain the property of the **SFA**.
- (24) The **Recipient** 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**.
- (25) The **Recipient** will keep and maintain liability insurance, including extended coverage for product liability, in an amount no less than \$1,000,000.00 for each occurrence. The **Recipient** will provide the **SFA** with a certificate evidencing insurance in this 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**.

- (26) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of meals under the CNPs; 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.
- (27) All business and information relating to the execution of this Agreement and the services thereof, including kitchen visitations, will be conducted with the SFA's Director of Food Services.

CDE Use Only	
This Interagency Agreement is <input type="checkbox"/> Denied <input type="checkbox"/> Approved	
Name of Nutrition Services Division Representative	Title
Signature of Nutrition Services Division Representative	Date
Processing Steps: <input type="checkbox"/> Enter note in CNIPS (Date) _____ <input type="checkbox"/> Signed copy faxed to school or agency (Date) _____ <input type="checkbox"/> Original sent to permanent file (Date) _____	