

CONTRACT NAME: AGREEMENT BETWEEN UNIVERSITY OF CALIFORNIA, DAVIS AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This is an agreement between the University of California, Davis and DJUSD to allow university students who are enrolled in Food Service Management coursework to gain practical experience in quantity food production (laboratory sessions).

The District permits university students to work with District food production employees in preparing the regular food scheduled for students. The university works with District supervisors to coordinate and monitor student assignments.

This is a five-year agreement with no fiscal impact to the District.

AFFILIATION AGREEMENT
(Davis Joint Unified School District)

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), on behalf of its Davis campus department of Nutrition and DAVIS JOINT UNIFIED SCHOOL DISTRICT (District).

R E C I T A L S

WHEREAS, it is to the benefit of University and District to participate in the education of a future supply of qualified dietetic professionals for themselves, the surrounding communities, and the Northeastern California region.

WHEREAS, University conducts courses in Food Service Management as part of its undergraduate curriculum in Dietetics. In order to provide students enrolled in such courses, herein called "Students", an opportunity to gain practical experience in quantity food production ("laboratory sessions"), Students need access to kitchen facilities where such activities take place, District, agrees to permit Students to use its kitchen facilities at selected school locations for laboratory sessions.

NOW, THEREFORE, parties agree as follows:

1. General information

1.1. Both University and District agree not to discriminate in the selection or acceptance of any Student pursuant to this agreement in compliance with Titles VI and VII of the Civil Rights Act of 1964, Title IX and its Education Amendments of 1972, or Sections 503 and 504 of the Rehabilitation Act of 1973. The parties agree not to discriminate on the basis of race, color, national origin, religion, sex, handicap, or age in any of its policies, procedures, or practices in compliance with Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, and Section 12940 of the State of California Government Code, nor to discriminate because Students may be disabled veterans or veterans of the Vietnam era, or because of their medical condition(as defined in Section 12926 of the California Government Code), their ancestry, or their marital status; nor to discriminate on the basis of citizenship, within the limits imposed by law or University policy; nor shall the parties discriminate on the basis of sexual orientation.

1.2. Acceptance into laboratory sessions at District does not denote any promise of future employment.

1.3. Students will be subject to District's policies, rules, and regulations while participating in laboratory sessions at District's school.

1.4. District and University each reserve the right to refuse to accept or to terminate assignment of any Student participating under the terms of this agreement for any legal reason. A statement of reason for refusal or termination will be provided to the affected institution.

2. District Performance. The District shall:

2.1. Schedule laboratory sessions for classes in Food Services Management to take place at District's kitchen facilities at times and in a manner mutually acceptable to District and University subject to the following conditions:

a. Students and their University instructors or University teaching assistance ("University teachers") shall be granted access to District's cooking facilities and equipment and to dieticians and other Food Service personnel as necessary for the successful conduct of laboratory sessions in quantity food production.

b. Total Student participation in the quantity food production laboratory sessions at District's facilities shall not exceed forty-eight (48) Students per academic quarter. There will be no more than two working laboratory sessions per week scheduled in District's facility. Groups of no more than four Students shall be assigned to work with the food production employees of District's kitchen facility work unit in preparing the regular food scheduled on the menu for the day.

District shall not:

2.2. Decrease the normal complement of its staff as a result of the assignment of Students to the laboratory session in its facilities.

3. University Performance. University shall:

3.1. Assign a University teaching assistant to provide oversight of Student activities, to assist with instruction, and to coordinate practical experience activities with District's supervisors.

3.2. Make available to District evidence of tuberculosis clearance and rubella immunity for each Student and University teaching assistant in laboratory sessions at District's school under this agreement.

3.3. Provide to District no less than fourteen (14) days prior to commencement of each academic quarter, precise schedules of dates and assignments for laboratory session for the quarter. Such schedules must be mutually agreeable and in writing. Change to the schedule may be subject to the mutual agreement of the parties.

4. Term. The term of this agreement shall be from the last date of signature below through July 30, 2021.

5. Financial Obligations. Neither party shall have any financial obligation to the other party under the terms of this agreement.

6. Indemnification. The parties shall defend, indemnify, and hold one another, their officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

7. University Insurance. Each party, at its own cost and expense, shall insure its activities in connection with this agreement and obtain, keep in force, and maintain insurance in a form and with an insurer or self-insured arrangement that is acceptable to the other party. Such

coverages shall provide for 30 days advance written notice to the other party of any policy modification, change or cancellation.

7.1 General Liability Insurance. Comprehensive or commercial form general liability insurance. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

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| a. General Aggregate | \$1,000,000 |
| b. Each Occurrence | \$1,000,000 |

7.2. Workers' Compensation. University shall maintain workers' compensation insurance as required by California law.

It should be expressly understood, however, that the coverages and limits required under this section 7 shall not in any way limit the liability of either party. The coverages referred to under 7.1 of this section 7 shall be endorsed to include the indemnified party as an additional insured or to include an insurance policy endorsement for contracts liability. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of the indemnifying party, its officers, employees, students and agents. Upon request each party shall furnish the other party with certificates of insurance or self-insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) day advance written notice of any modification, change, or cancellation of any of the above insurance coverages.

8. Student Status. In connection with Workers' Compensation, it is understood:

- 8.1 The University and District are responsible for only the actions of their respective officers, agents, and employees;
- 8.2 Students assigned to District are not employees of the District or members of the District's organized staff; and
- 8.3 District does not assume any liability under any laws or otherwise on account of any act of such Student in performing services, receiving training or clinical experience, or traveling to or from the District or other activities carried on in pursuance of this Agreement.

9. Use of University's Name. District shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

10. Termination. This agreement may be terminated by either party upon ten days written notice to the other party.

11. Notices. Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY
Kay Cole
Business & Revenue Contracts
University of California, Davis
One Shields Avenue
Davis, California 95616
E-mail: kaycole@ucdavis.edu

DISTRICT
Dominic Machi
Davis Unified School District
526 B St
Davis, CA 95616
E-mail: dmachi@djud.net

12. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.
13. Entire Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

DAVIS JOINT UNIFIED
SCHOOL DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
(authorized signature)

By: _____
Kelly Gilmore

Print name: _____

Associate Director – Procurement & Contracting Services
Contracting Services
University of California, Davis

Title: _____

Date: _____

Date: _____