

SPUSD FOOD SERVICE DIVISION

FOOD SERVICE AGREEMENT

With

Institute for Redesign of Learning (Almansor Center)

This agreement, executed in duplicate, entered into on July 01, 2016, and effective thru June 30, 2017, between the South Pasadena Unified School District hereinafter referred to as **School Food Authority (SFA)** and the Los Angeles County Office of Education hereinafter referred to as **LACOE** is made for the purpose of providing breakfast and lunches, hereinafter referred to as “meals”, which meet the National School Meal Program requirements to *Institute for Redesign of Learning* hereinafter referred to **IRL**.

1. *BASIS OF THE AGREEMENT*

IRL has requested the SFA to provide food services for pupils enrolled in special education programs and classes at IRL. The District has agreed to provide the required services subject to the terms and conditions as specified herein.

2. *FINANCIAL MATTERS*

For the 2016-2017 school year, the SFA and IRL mutually agree that the price per lunch will be \$3.25 for grades 1 thru 5, \$3.50 for grades 6-8 and \$3.75 for grades 9-12. The reduced-price lunch is .40 cents. Adult meals will also be available for \$5.00. Price for breakfast will be \$1.75 for all students. The reduced price is 30 cents.

Further, it is agreed that there will be a service and delivery charge of \$20. per day, which includes delivery of both breakfast and lunch, in excess of meal sales receipts. The SFA will bill IRL on a **monthly** basis for the reduced and full price meals, as well as service and delivery fees. IRL will submit rosters monthly to support meal counts reported.

It is understood that IRL is responsible for notifying the SFA of the number of free, reduced and full price meals to be served each day; and, that if more meals are ordered than consumed, IRL will be responsible for paying those discrepancies at the specified meal rate. Additional meals will be charged at \$1.75 for breakfast and \$3.50 for lunch. Please see procedures attached. IRL agrees to process and pay invoices from the SFA within 30 days of receipt.

3. *SERVICES PROVIDED BY THE DISTRICT*

- a) SFA agrees to provide meals that comply with the nutrition standards as established by the United States Department of Agriculture for the National School Breakfast and Lunch Program to IRL. Meals will be prepared in the South Pasadena High School Central Kitchen located at 1402 Diamond Ave, South Pasadena, CA. This preparation site will maintain the appropriate state and local health certifications for the facility. Meals will include the necessary utensils, straws and napkins.
- b) The number of meals prepared by the SFA will be equal to the number of meals ordered by IRL. IRL will notify the SFA of the number of breakfasts by 9:00 a.m. on the day of service. IRL will pick-up breakfasts from SFA by 9:20. Counts will be confirmed and signed off on by IRL representative. Any shortages reported after IRL has left with

SPUSD FOOD SERVICE DIVISION

confirmed count will be subject to full charge. Lunch counts will be faxed to the SFA no later than 9:30 a.m. on the day of service. SFA is not obligated to provide any meals on days when the SFA is not in session, but will work with IRL on a case by case basis to do so. SFA will provide the IRL with an annual school year calendar so as to have notice when lunches will not be available.

- c) SFA will be responsible for transporting the meals from the South Pasadena High School Central Kitchen to the designated area at the IRL. The delivery will be no later than 11:10 a.m. for lunch. Both parties will be responsible for maintaining the proper temperature of the meal components until they are consumed.
- d) SFA will provide all the equipment necessary to transport the meals. Any property left in the care of IRL for delivery and distribution purposes, will be returned in good condition in a timely manner. Damage over and above normal wear and tear may be charged to IRL, to be determined on a case by case basis.
- e) When requested by IRL, SFA will provide compliant sack lunches for field trips. Sack lunches should be requested at least 3 working days prior to field trip. Further, it is agreed that if the field trip lunches are needed before 8 a.m., the SFA may deliver those lunches the day before.
- f) SFA will oversee and implement the eligibility process for the National School Meal Program and will provide the IRL with applications in English and Spanish by July 20th of the current school year to distribute to their students. The district agrees to process applications within 10 working days of date of application and complete all documentation required. SFA will provide IRL with eligibility rosters for accurate reporting. One application applies to both breakfast and lunch meals.
- g) SFA will represent IRL as the “Sponsor” and will claim reimbursement from the California Department of Education for all meals served to children enrolled in IRL. Reimbursement will be claimed at the rate of no more than one breakfast and lunch per child per day and according to each child’s eligibility category. Reimbursement may only be claimed for qualifying meals taken by eligible children. **IRL will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly.**
- h) No later than one week prior to the end of each month, the SFA will provide to IRL a monthly menu covering the meals to be served for the following month.

4. RESPONSIBILITIES OF THE INSTITUTE FOR REDESIGN OF LEARNING

- a) IRL will disseminate Meal Applications with the Letter to Households to all its families and encourage full participation in the return of the applications regardless of eligibility status. IRL will send in completed applications to the SFA within five days of receiving the application.
- b) IRL will maintain confidentiality on all National School Meal Program matters; all related documents will be maintained in the IRL confidential filing cabinet.

SPUSD FOOD SERVICE DIVISION

- c) IRL will submit to the SFA an annual school year calendar for regular and summer sessions, including holidays, pupil free days, etc.
- d) IRL will notify the SFA of the number of meals needed by fax no later than 9:30 a.m. on the day of service. Special requests and field trips will require advance notice as stated above.
- e) IRL will cooperate with the SFA in providing all the information that the SFA will need to complete the National School Meal Program required documentation, including monthly updated student enrollment information.
- f) IRL agrees to verify lunch counts when meals are received from the SFA and when distributed at the Point of Service, as outlined in the meal counting procedures. Transport sheets are to be completed on a daily basis confirming the meal count and food temperatures. Food is counted when it arrives and counts are confirmed by signing the Transport sheets. SFA is not accountable for shortages if food is not counted prior to distribution to class containers. Driver is free to leave once count has been confirmed.
- g) IRL will provide the SFA with a roster by classroom that includes eligibility codes of all students eligible to receive a reimbursable meal. Copies of actual rosters with meals received by classroom will be sent by the 7th day of the following month to the SFA. Rosters indicating meals served will be required in the event of a site audit by the state of California; IRL is responsible for maintaining and storing these records for 3 years plus current year. The last month of the school year roster should be received within 5 working days of completion of the school year.
- h) Establish and maintain collection procedures that are in accordance with State and Federal Regulations relating to the overt identification of needy pupils and keep accurate records of the number of free, reduced, and paid lunches served daily.
- i) Participate annually in training of meal serving and counting procedures, as well as temperature control and food safety regulations.
- j) Gifts or exchanges of commodities are not permitted. Until the students consume the food, it remains the property of the state and federal governments. It cannot be sold, given away, or exchanged for other goods.

5. AMENDMENTS

This Agreement may be amended or modified, in whole or part, only by an Agreement in writing developed in the same manner as this Agreement by mutual consent of both parties.

6. INDEMNIFICATION

Both parties agree to defend, indemnify, save, and hold harmless the each party, its governing board and the individuals thereof, and all its officers, agents, employees, representatives and volunteers from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including but not by way of limitation, reasonable fees, and costs actually

SPUSD FOOD SERVICE DIVISION

incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in connection to any bodily injury (including death), property damage, personal injury or loss sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity arising out of, caused by, incidental to, occurring as a result of, or relating to the negligence, error, or omission of either party in the performance or nonperformance of services, operations, duties, and other obligations pertaining to this Agreement. The provisions of this clause shall not be limited to the availability or collect-ability of insurance coverage.

7. *INSURANCE*

Both parties shall keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$1,000,000 for each occurrence.

8. *INDEPENDENT CONTRACTOR*

While performing the obligations under this Agreement, the SFA is an independent contractor and not an officer, employee or agent of IRL. The SFA shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of IRL.

9. *RECORD RETENTION AND INSPECTION*

SFA will provide to IRL access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Agreement. All records shall be kept and maintained by the SFA and made available to IRL during the entire term of this Agreement and for a period not less than current *plus* three years after final payment hereunder by IRL.

10. *NOTIFICATIONS*

All notices, requests, and other communications under this Agreement shall be in writing and sent by mail or by fax to the proper addresses below:

<p><u>Institute for Redesign of Learning</u> Managing Director Edward Amey 1317 East Huntington Drive South Pasadena, CA 91030 Tel: (213) 607-4413</p>
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<p><u>South Pasadena USD</u> Food and Nutrition Dept., Business Services Michelle Curry, Director 1020 El Centro Street South Pasadena, CA 91030 Phone: 626 441-5820 ext 2950 Fax: 626 441-5828</p>

IN WITNESS THEREOF, the parties to this Agreement have duly executed it on the day and year set forth below:

Date: _____

Signed Name: _____

Date: _____

Signed Name: _____

Printed Name: Dave Lubs
Title: Asst. Superintendent, Business Services
South Pasadena USD

Printed Name: Edward Amey
Title: Managing Director, Institute for
Redesign of Learning