

# CONTRACT

## AGREEMENT FOR VENDED MEAL SERVICES

This AGREEMENT, for the period April 16, 2021, through September 30, 2021, is hereby entered into between Santa Rosa City Schools, hereinafter referred to as "CITY SCHOOLS" and: Piner-Olivet Union School District, hereinafter referred to as District.

WHEREAS, CITY SCHOOLS has the capability for providing vended meal services and Reimbursable Breakfasts and Lunches to various sites and programs on a cost-reimbursement basis:

NOW, THEREFORE: the parties hereto agree as

follows:CITY SCHOOLS SHALL:

Prepare and deliver reimbursable breakfasts and lunches, with the option to order milk in addition to reimbursable breakfast and lunches, using the Santa Rosa City Schools Choice Menu to:

See Attachment A

By 11:00 a.m. **EACH SCHOOL DAY**, including minimum days, in accordance with the number of meals requested for that day. Eating utensils, straws, and napkins will also be provided.

- (1) Be responsible for meeting the nutritional standards for Reimbursable Lunches as set forth by the United States Department of Agriculture for the National School Lunch Program and the quality of the lunches at the time of delivery.
- (2) Pick up transport baskets from the previous day's delivery at the time of the current day's delivery.
- (3) Present itemized invoice no later than the tenth working day of each month for the previous month's deliveries.

Reimbursable breakfasts, INCLUDING milk for elementary and secondary schools, will be billed at two dollars and five cents (\$2.05) each, including milk.

Reimbursable lunches INCLUDING milk will be billed at the rate of three dollars and thirty-five cents (\$3.35) each for elementary, INCLUDING milk, and three dollars and forty-five cents (\$3.45) each for secondary, INCLUDING milk.

Reimbursable breakfasts NOT INCLUDING milk for elementary and secondary schools will be billed at One Dollar and Seventy-Five Cents (\$1.75) each, NOT including milk.

Reimbursable lunches will be billed at the rate of three dollars (\$3.00) each for elementary, NOT including milk, and three dollars and twenty-five cents (\$3.25) each for secondary, NOT including milk.

- (4) Assume all liability for proper use and protection of surplus commodities assigned to DISTRICT. Commodities will only be used for the preparation of lunch meals and may not be sent to sites for snacks. Provide District with a monthly menu one week prior to the beginning of the month covered by said menu.
- (5) Maintain all necessary records on the nutritional components of the lunches and the number of lunches delivered to and make said records available for inspection by the State and Federal authorities upon request.
- (6) Shelf-stable meals will be provided in the event your District is open on a scheduled CITY SCHOOLS holiday.
- (7) CITY SCHOOLS shall charge for a minimum of fifteen (15) lunches at any given site. Fewer lunches may be received, but CITY SCHOOLS will not charge less for a regularly scheduled stop. This charge will be waived during COVID school closures and a hybrid learning schedule.
- (8) Sack lunches can be provided for field trips with ten(10) working days' notice to the site providing lunches.
- (9) Assume all liability for proper use and protection of surplus commodities assigned to DISTRICT. Commodities will only be used for the preparation of lunch meals and may not be sent to sites for snacks.
- (10) Provide District with a monthly menu one week prior to the beginning of the month covered by said menu.
- (11) Maintain all necessary records on the nutritional components of the lunches and the number of lunches delivered to and make said records available for inspection by the State and Federal authorities upon request.
- (12) Shelf-stable meals will be provided in the event your District is open on a scheduled CITY SCHOOLS holiday.

- (13) Assume all liability for proper use and protection of surplus commodities assigned to DISTRICT. Commodities will only be used for the preparation of lunch meals and may not be sent to sites for snacks.
- (14) Provide District with a monthly menu one week prior to the beginning of the month covered by said menu.
- (15) Maintain all necessary records on the nutritional components of the lunches and the number of lunches delivered to and make said records available for inspection by the State and Federal authorities upon request.
- (16) Shelf-stable meals will be provided in the event your District is open on a scheduled CITY SCHOOLS holiday.

DISTRICT SHALL:

- (1) **Orders must be placed by 9:30 AM five days in advance** to ensure we will have the number of lunch choices available and the efficient operation of services. Shelf-stable meals are available to purchase as a backup supply, should you ever need additional meals.
- (2) Ensure that adequate storage shall be provided for the lunches from the time of delivery until served to the student in accordance with Health and Safety Codes.
- (3) Ensure that lunches are heated to 165 degrees in accordance with Health and Safety Code #27601.
- (4) Ensure that an employee is available at sites each school day to verify the quality and quantity of said lunches. Errors in count called in shall be the responsibility of DISTRICT.
- (5) Ensure that lunches are delivered and served at sites approved on the DISTRICT National School Lunch Agreement.

Failure to comply shall constitute adequate reason for CITY SCHOOLS to cease providing lunches under this AGREEMENT immediately.

- (6) Provide CITY SCHOOLS with school calendars. Each site shall give notice to CITY SCHOOLS Central Kitchen Manager of calendar changes. **THIS NOTICE MUST BE GIVEN TWO (2) WORKING DAYS BEFORE SAID SCHEDULE CHANGE.**
- (7) Provide personnel to serve lunches, clean the serving and eating areas, assemble and deliver transport baskets by Santa Rosa City Schools delivery the next day.
- (8) Establish collection procedures according to State and Federal regulations relating to the overt identification of needy students and keep accurate records of the number of free, the reduced price paid, and adult lunches served daily.
- (9) Prepare all claims for reimbursement under its own agreement number, receive and approve all free and reduced-price meal applications, and maintain all necessary records to substantiate the above items.
- (10) Assign to CITY SCHOOLS one hundred percent (100%) of the commodities to which DISTRICT is entitled and the responsibility for proper use of such commodities. If there is a shortfall of commodities, cash-in-lieu of commodities shall be given to CITY SCHOOLS. Commodities may not be sent to school sites except as they appear on the listed menu.
- (11) Pay CITY SCHOOLS within 60 days of invoice, or a fee of 1% will be charged on balance due.

## TERM

This AGREEMENT becomes effective this day, April 16, 2021, and will continue until September 30, 2021. This AGREEMENT may be renegotiated and renewed as revised and agreed upon by both parties. This AGREEMENT is valid through September 30, 2021.

## TERMINATION/INDEMNIFICATION

### Termination

CITY SCHOOLS may terminate this AGREEMENT, with or without cause, upon 30 days written notice to DISTRICT.

### Indemnification

To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.

Each party to this agreement understands and is aware that the School and College Legal Services, Sonoma County Office of Education, provides legal advice and services to each of the parties on this and other matters. Each party has no objections to the representation of the other parties by the same legal counsel.

### APPROVED BY

By _____	_____
Signature	Title
_____	_____
School District/Agency	Date

### APPROVED BY

#### CITY OF SANTA ROSA HIGH SCHOOL DISTRICT

By _____	_____
Deputy Superintendent-Business Services	Date

### Board Approved:

_____	_____
Legal Counsel	Date

## ATTACHMENT A

### PINER-OLIVET UNION SCHOOL DISTRICT

Jack London Elementary School  
2707 Francisco Avenue  
Santa Rosa, CA 95403

Northwest Prep Charter School  
2590 Piner Rd.  
Santa Rosa, CA 95401

Olivet Elementary Charter School  
1825 Willowside Rd.  
Santa Rosa, CA 95401

Piner-Olivet Charter School  
2707 Francisco Ave.  
Santa Rosa, CA 95403

Schaefer Charter School  
1370 San Miguel Avenue  
Santa Rosa, CA 95403