



California Department of Education  
Nutrition Services Division

School Nutrition Programs  
2022-23

### FOOD SERVICE AGREEMENT

<b>Administering Sponsor: Alta Public Schools</b>	
Agreement Number: 2021-1	Vendor Number:

<b>Receiving Public School:</b>	
Agreement Number:	Vendor Number:

This Food Service Agreement (“Agreement”), is entered into on \_\_\_\_\_ between **Alta Public Schools**, hereinafter referred to as the **School Food Authority or SFA**, and \_\_\_\_\_, hereinafter referred to as **Public School**, for the purpose of allowing the **SFA** to represent the **Public School** as its Child Nutrition Program “Sponsor” under the following Child Nutrition Program(s), hereinafter referred to as the Program, (check all that apply):

- National School Lunch Program
- School Breakfast Program
- Meal Supplements in the National School Lunch Program (Snack)
- Supper Program

(1) The **SFA** will include all participating sites from the **Public School** in its application/agreement with the California Department of Education (“CDE”) and will submit this Agreement to CDE for approval.



- (2) The **SFA** will represent the **Public School** as the Child Nutrition Program “Sponsor” and will claim reimbursement from the CDE for all meals served to participating children enrolled in the **Charter School**. 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.
- (3) The **SFA** will receive and retain all Program reimbursement funds. The **SFA** will pay meal vendors directly.
- (4) The **SFA** and the **Public School** will ensure that all reimbursement funds and other Program revenues are utilized consistent with applicable state and federal limitations on the use of cafeteria funds. The **SFA** will maintain an accounting system that clearly documents the receipt and use of reimbursement funds and Program revenues.
- (5) The **SFA** will investigate the feasibility of the **Public School** to participate in either the Provision 2 or Community Eligibility Program (CEP). If the **Public School** qualifies and agrees to participate in either program, the **Public School** will be responsible for paying the percentage determined by the CDE. The **SFA** will invoice the **Public School** on a quarterly basis.
- (6) The **Public School** will provide to the **SFA** by the 10<sup>th</sup> day of each month any Personnel Activity Reports (PARs), meal counts, and any other approved allowable cost, as applicable. The **SFA** will retain these records for a period of not less than 3 years, including the current year, in accordance with its agreement with the CDE.
- (7) The **Public School** will distribute Free and Reduced Price Meal applications to all school households and will collect completed applications. The **Public School** will make available to parents information on how to complete online meal applications. **Public School** will scan and upload completed paper applications to the meal program software within 2 business days of receipt in order to ensure timely processing and benefit issuance to eligible students.
- (8) The **SFA** will conduct a minimum of two site monitoring visits, per meal type, with participation from the **Public School** to ensure compliance with applicable regulations and procedures.
- (9) The **Public School** will designate a Fair Hearing Officer responsible for collecting and forwarding to the **SFA** any concerns from parents and guardians regarding Program eligibility and to ensure communication with the **SFA** is site-based.
- (10) The **SFA** will perform the required daily and monthly edit checks.



- (11) The **SFA** will ultimately be responsible for meal count and claiming accountability and will assume financial responsibility for any over-claims or other Program exceptions identified during a review or audit and will reimburse CDE accordingly.
- (12) The **SFA** will conduct all federally required procurement processes and approve vendor(s) to provide meals to the **Public School** that comply with the nutrition standards established by the United States Department of Agriculture for the Nutrient Standard menu planning option.
- (13) The **Public School** may customize the vendor agreement only to the extent provided for in the agreement between the **SFA** and the vendor. The **Public School** will provide copies of any customized amended agreement to the **SFA**.
- (14) The **Public School** will collaborate with the vendor to order meals/snacks needed no later than the time indicated on the vendor/Public School agreement each day. The **SFA** will be obligated to accept and pay for the number of meals requested except for the following:
  - i. **Public School** may not accept meals that are spoiled or unwholesome at time of delivery and will ensure that those meals are reported to both the **SFA** and the vendor.
  - ii. **Public School** failed to inform the vendor later than 3 days before of any minimum days, school closures, field trips or any other programmatic changes that significantly impacts meal participation. The **Public School** will be invoiced by the SFA for wasted meals on those days.
  - iii. If the **Public School** participates in an FSMC contract—vendor provides meal servers, POS clerks and meal ordering management, and the **Public School** requests to increase meal orders beyond what is recommended by the vendor and there is significant meal waste due to the requested changes, the **Public School** will be invoiced by the **SFA** for those wasted meals.
- (15) The **SFA** will be responsible for payment to the meal vendors.
- (16) The **Public School** will be responsible for monitoring their food waste. The **SFA** will support the **Public School** in monitoring waste, however, any meal waste above 10% will be invoiced to the **Public School** for reimbursement.
- (17) The **Public School** will be responsible for maintaining the proper temperature of the meals/snacks post-delivery and keep a temperature log for review.
- (18) The **Public School** will make vendor equipment/property ready for pickup on a basis indicated in the vendor/Public School agreement.
- (19) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all commodities remain the property of the **SFA**.



- (20) The **Public School** will comply with all mandatory training and certification requirements including, but not limited to annual health certification of each site, completion of CDE food handler training, if applicable, and **SFA** training.
  
- (21) The **Public School** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any claims or liabilities relating to the preparation, transportation, storage, or delivery of food, or otherwise relating to the **Charter School's** obligations under this Agreement. The **SFA** will indemnify and hold the **Public School** and its officers, employees, and agents harmless from any claims or liabilities relating to the **SFA's** obligations under this Agreement. The **SFA** shall have no liability for the alleged misconduct of any food vendor.
  
- (22) The **Public School** and **SFA** will maintain at their own expense for the duration of this Agreement all appropriate and legally required insurance, including but not limited to the following:
  - (27.1) **Public School** will maintain liability insurance, including extended coverage for product liability, with limits not less than \$1 million per occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that **Public School** will provide **SFA** with 30 days prior written notice in the event of cancellation.
  
  - (27.2) The **SFA** will maintain Errors and Omissions Coverage for its role as the Sponsor with limits not less than \$1 million per occurrence.
  
- (23) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of Program meals/snacks, 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 requests for information relating to this Agreement and the services that are the subject of this Agreement, including kitchen visitations, will be directed to the **SFA**.
  
- (25) Any student records, including applications, obtained by the **SFA** pursuant to this Agreement shall be kept confidential and will not be open to examination for any purpose not directly connected with the administration of the Program, except as expressly required by law. All such records will be stored in a locked, secure location. Information collected regarding individual pupils certified to participate in the Program will be destroyed when it is no longer needed for its intended purpose.



(26) The **SFA** has partnered with School Nutrition Partners for support in the management of the meal program. The **Public School** will be communicating with School Nutrition Partners (SNP) in the operation of the meal program, and SNP will liaise with the **SFA** on behalf of the **Charter School**.

(27) Subject to approval by the California Department of Education, this agreement is effective from May 1, 2021 through June 30, 2022. Unless the **SFA** receives written notice of nonrenewal from the **Public School** on or before June 1st, this Agreement will automatically renew each year for an additional one-year term.

(28) Either party may terminate this Agreement without cause upon sixty days' notice. If **Public School** terminates the Agreement without cause, it must reimburse the **SFA** for the **Charter School's** proportionate cost of the meal program software for the remaining term of the Agreement, the amount of which shall be determined by the **SFA** in its sole discretion. Either party may terminate this Agreement for cause (defined as breach of the Agreement or Assurances) upon thirty days' notice or other mutually agreeable time frame. Following notice, the party allegedly in breach shall be provided 30 days to cure. Termination for cause shall only be effective in the event the party fails to remedy its breach within the cure period. Notice of termination must be provided in writing to both parties and to the California Department of Education, Nutrition Services Division.

Name and Title of SFA Official	Telephone Number
Signature of SFA Official	Date
Name and Title of Receiving Public School Official	Telephone Number  (     )
Signature of Receiving Public School Official	Date

