

**AGREEMENT WITH IMMACULATE CONCEPTION STEM ACADEMY**

This agreement is entered into on this **22<sup>nd</sup> day of September, 2021** by and between Immaculate Conception STEM Academy, hereinafter referred to as the “Agency”, and Monrovia Unified School District’s Food Services Department, hereinafter referred to as the “District”.

WHEREAS, IT IS NOT WITHIN THE CAPABILITY OF THE Agency to prepare specified Meals under the National School Lunch Program (NSLP) for enrolled participating children; and the facilities and capabilities of the District are adequate to supply specified meals to the Agency's facilities. The District is willing to provide such services to the Agency on a cost reimbursement basis; therefore both parties hereto agree as follows:

**THE DISTRICT AGREES TO:**

1. Prepare and supply the meals inclusive of milk (additionally bottled water or 8 oz. juice are available for adult meals), eating utensils, serving utensils and meal trays to the aforementioned school site in accordance with the number of meals requested and at the cost(s) per meal listed below. Every effort will be made to offer meals at the price listed below. The District will make a claim to the California Department of Education (CDE) against each meal provided. However, if this agreement becomes fiscally infeasible for the District, prices will be subject to change with a 30-day notice to the Agency.

**CHILD'S MEAL/S (Delivery charge per day).....\$1.00**

**ONE ADULT LUNCH** (WITH or W/O MILK 8OZ., BOTTLED WATER 16.9OZ. or 100% FRUIT JUICE 8OZ.).....**\$5.70**

2. Provide the Agency, for approval, a proposed menu for each month at least five (5) days prior to the beginning of the month to which the menu applies. Any changes to the menu made after the Agency approval must be agreed upon by the Agency and documented on the menu records.
3. Assure that each meal provided to the Agency under this agreement meets the minimum nutritional requirements as specified by the National School Lunch Program (NSLP) guidelines outlined in the Final Rule “Nutrition Standards in the National School Lunch and School Breakfast Programs” – May 26, 2016 as part of, “The Healthy, Hunger-Free Kids Act of 2010 (S.3307/P.L.111-296).
4. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the term of this agreement, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The District agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.

5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the District, of the meal components and quantities itemized in the meal preparation records.
6. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.
7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within thirty (30) days of the scheduled delivery time. However, the District reserves the right to cancel the agreement if the meal count falls below 25 children meals or is no longer feasible to continue to provide services.
8. Present to the Agency an invoice accompanied by reports no later than the first Wednesday of each month that itemizes the previous month's deliveries. The District agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time of 10:30 am to 11:00 am; are spoiled or unwholesome (milk) at the time of delivery, are short of components (milk), or do not otherwise meet the meal requirements contained in this Agreement.
9. Provide the Agency with a copy of current health certifications for the food service facility in which it prepares meals for use in K-12 facilities. The Vendor shall ensure that all health and sanitation requirements of the California Retail Food Code (2020) are met at all times.
10. Operate in accordance with current CDE regulations.
11. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review (AR) is in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the CDE, the U.S. Department of Agriculture and the U.S. General Accounting Office for audit or AR at a reasonable time and place. The District will maintain a record of each meal's temperature, quality and quantity delivered each day.
12. Not subcontract for the total meal, with or without milk (bottled water or 8 oz. juice for adult meals only), or for the assembly of the meal.
13. The District certifies, that in its' operation of a NSLP, neither it nor its' principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal dept. or agency.
14. Where the District is unable to certify to any of the statements in this certification, the District shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510. (Lower Tier).

15. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 ET. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.
16. Provide optimum customer service at all times, continuous process improvement, and a three-week cycle menu.
17. Provide meals in approved transport containers and will exchange the previously delivered transport containers on a daily basis. Additional arrangements will be made with the Agency to pickup all containers and utensils prior to extended weekends or on the last school day that precedes a holiday.
18. In the event of food shortages due to supply chain interruptions; local and national emergencies the District agrees to notify and work with the Agency to exercise alternative food procurement methods, however additional charges may be assessed and passed to the Agency.

**THE AGENCY AGREES TO:**

1. Request by telephone, no later than 9:00 am, an accurate number of meals to be delivered to the Agency on each day. Notify the District of necessary increases or decreases in number of meal orders by 9:00 am of the scheduled delivery time. Errors in meal order counts made by the Agency shall be the responsibility of the Agency.
2. Ensure that an Agency representative is available at each delivery site, at the specified time on each delivery day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery. The Agency assures the District that this individual will be trained and knowledgeable in the record keeping and meal requirements of NSLP, and in health and sanitation practices.
3. Notify the Vendor within five (5) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Make efforts to align the meal service days to that of the District's regular school session days. However, if the Agency requires meal service outside of the District's regular school session, the Agency will receive an additional invoice for the labor cost, above and beyond the cost of the meals provided for that day or days.
5. Pay the District no later than the fifteenth (15<sup>th</sup>) day of each month the full amount as presented on the monthly itemized invoices. The Agency agrees to notify the District within 48 hours of receipt of any discrepancy in the invoice.

6. This agreement is governed under the laws of the State of California, venue exclusively in the County of Los Angeles.
7. **Alternative Dispute Resolution Ladder:** Both parties agree to utilize the below listed alternative dispute resolution methods and ladder in the order listed below to handle the any and all service or billing disputes.
  - A. **Informal Mediation Management Service:** Both parties agree to bring two (2) organizational management members to represent them in informal mediation. All parties agree to meet to mediate any and all business disputes that may develop from aforementioned services rendered by performance of the contract. Good Faith effort and cooperation is agreed upon by both parties and that all parties agree to conduct informal mediation within a maximum limit of 2 months. All informal mediations may take place using virtual, phone or in-person methods. Parties agree to schedule, attend and participate in a minimum of eight (8) mediation meetings to resolve disputes. Disputes not resolved within three (3) months of mediation start and after completion of eight (8) mediation meetings by all parties will be escalated to the next dispute resolution ladder step.
  - B. **Arbitration:** Both parties agree to utilize binding arbitration in the event that the dispute was not settled during informal mediation proceedings. The arbitrator will be selected mutually by both parties from a qualified and vetted list of arbitration companies or arbitrators listed within the resource directory of the “Los Angeles County Civil Courts Alternative Dispute Resolutions Programs” page. All parties agree that the dispute will be handled within the venue region of Los Angeles County, state of California. All parties agree to be legally bound by the final decision rendered by the arbitrator. Each party will share jointly in the total cost of the arbitration regardless of the decision rendered in one parties favor.
8. **Indemnification:** The Agency “ Immaculate Conception STEM Academy” shall indemnify, defend, and hold harmless the “Monrovia Unified School District” located in Los Angeles County, California; it’s board members, officers, administrators, directors, academic and classified staff employees, volunteers, interns and third-party vendors from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the District.
9. This service will begin on the 4<sup>th</sup> day of October, 2021 and will remain in effect through June 3, 2022. This agreement is subject to annual renewal. The agreement may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

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VENDOR OFFICIAL SIGNATURE  
Ryan D. Smith  
\_\_\_\_\_  
VENDOR OFFICIAL NAME (TYPED)  
Superintendent  
\_\_\_\_\_  
TITLE  
325 E. Huntington Drive  
\_\_\_\_\_  
ADDRESS  
Monrovia, CA 91016  
\_\_\_\_\_  
CITY STATE ZIP  
(626) 471-2000  
\_\_\_\_\_  
PHONE  
\_\_\_\_\_  
DATE

Miriam Rojas  
\_\_\_\_\_  
AGENCY OFFICIAL SIGNATURE  
Miriam Rojas  
\_\_\_\_\_  
AGENCY OFFICIAL NAME (TYPED)  
Principal  
\_\_\_\_\_  
TITLE  
726 S. Shamrock Ave  
\_\_\_\_\_  
ADDRESS  
Monrovia, CA 91016  
\_\_\_\_\_  
CITY STATE ZIP  
PHONE (626) 358-5129  
\_\_\_\_\_  
9/8/2021  
DATE