

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, CA 92501

**MASTER AGREEMENT FOR STUDENT MEAL SERVICES
SPECIAL EDUCATION PROGRAM**

This Agreement is entered into, by and between, the **Riverside County Superintendent of Schools**, hereinafter referred to as “SUPERINTENDENT,” and **Alvord Unified School District**, hereinafter referred to as “DISTRICT”, each being a “Party” and collectively the “Parties”.

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **July 1, 2020** to **June 30, 2021**.
2. **SERVICES:** DISTRICT will represent SUPERINTENDENT as their “Child Nutrition Program Sponsor” and will claim reimbursement from the California Department of Education for all meals served to children enrolled in SUPERINTENDENT’S operated program(s), as listed below. DISTRICT shall prepare and deliver student meals that comply with the School Breakfast Program and the National School Lunch Program, including, but not limited to:

A. **DISTRICT RESPONSIBILITY**

1. **Location of Services:**

- | | | |
|----|--------------------------------------|--|
| a. | Foothill Elementary: | 8230 Wells Avenue, Riverside, CA |
| b. | Hillcrest High School: | 11800 Indiana Avenue, Riverside, CA |
| c. | La Granada South Elementary: | 10353 Gramercy, Riverside, CA |
| d. | Norte Vista High School: | 6585 Crest Street, Riverside, CA |
| e. | Phillip M. Stokoe Elementary: | 4501 Amb Drive, Riverside, CA |

2. **Reimbursement:** Reimbursement shall be claimed at the rate of one (1) 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.
3. **Applications:** DISTRICT will conduct the free and reduced-price application process, including the distribution, review, and approval of applications for the school sites belonging to SUPERINTENDENT. DISTRICT will create and update the eligibility roster and provide current lists to SUPERINTENDENT, as soon as possible, after changes occur.
4. **Point-of-Service Meal Counts Training:** DISTRICT will provide training as necessary to SUPERINTENDENT’S school site staff regarding point-of-service meal counts and completion of all required documents.
5. **Edit Checks:** DISTRICT will perform the required daily and monthly edit checks.
6. **Meal Counts:** DISTRICT will ultimately be responsible for meal counts and claiming accountability, with the exception of **La Granada South Elementary**.
7. **Verification:** DISTRICT will perform the verification process and will notify SUPERINTENDENT of its findings.
8. **Participating School Sites:** DISTRICT will include all participating school sites from SUPERINTENDENT on its application/agreement with the California Department of Education.

9. **Compliance:** DISTRICT will provide meals that comply with nutritional standards established by the United States Department of Agriculture for the approved menu planning option.
10. **Preparation:** DISTRICT will prepare the meals/snacks in the DISTRICT Child Nutrition Center located at 10365 Keller Avenue, Riverside, CA 92505. This preparation site will maintain the appropriate state and local health certifications for the facility.
11. **Equipment and Supplies:** DISTRICT will provide all the equipment necessary to transport the meals/snacks. In addition, DISTRICT will provide the necessary trays, dishes, utensils, straws, and napkins.
12. **Transporting, Temperature and Delivery:** DISTRICT shall be responsible for transporting meals/snacks from DISTRICT'S cafeteria and for maintaining the proper temperature of the meals until SUPERINTENDENT accepts delivery.
13. **Delivery and Acceptance:** DISTRICT shall have no responsibility for the condition or care of said student meals after SUPERINTENDENT accepts delivery.
14. **Menus:** No later than one (1) week prior to the end of each month, DISTRICT will provide to SUPERINTENDENT a menu consisting of the meals/snacks to be served the following month.
15. **Field Trip Lunches:** When requested by SUPERINTENDENT, DISTRICT will provide sack lunches for field trips that meet the meal pattern requirements. The cost per sack lunch will remain the same as for regular lunch.

B. SUPERINTENDENT RESPONSIBILITY

1. **Daily Meal Count Notification:** The number of student meals varies each day depending upon daily attendance of students. SUPERINTENDENT shall notify DISTRICT Child Nutrition Center at (951) 509-6200, extension 20011, of the number of meals/snacks by **9:00 am each school day**. SUPERINTENDENT will be obligated to accept and pay for the number of meals requested. SUPERINTENDENT will not be obligated to provide any meal counts on days when DISTRICT is not open for business.
2. **Receive and Accept:** SUPERINTENDENT shall ensure that an individual from the school site is available each school day, to receive and sign for the requested number of meals, milk, and ice cream products and verify the quality of said meals.
3. **Point-of-Service Meal Counts:** SUPERINTENDENT will perform the point-of-service meal counts.
4. **Over-Claims:** SUPERINTENDENT will assume responsibility for any over-claims identified during a review or audit, and reimburse the state accordingly.
5. **Temperature:** SUPERINTENDENT shall be responsible for maintaining the proper temperature of the meals/snacks until they are served.
6. **Equipment Return:** SUPERINTENDENT will return, on a daily basis, any and all property owned by DISTRICT.
7. **Requesting Field Trip Lunches:** SUPERINTENDENT will contact DISTRICT to request sack lunches for field trips at least ten (10) days in advance. SUPERINTENDENT will be responsible for and maintain the appropriate temperature of sack lunches until served.
8. **Gift or Exchange of Commodities:** The gift or exchange of commodities is not permitted. All food commodities remain the property of DISTRICT until student meals are served.

3. **PAYMENT:**

A. For and in consideration of the services rendered, SUPERINTENDENT agrees to pay DISTRICT, for fully paid students at La Granada South Elementary, as follows:

1. **List of Fees:**

Name	Cost	Description
Lunch Meal: Student	\$3.00	Per student, per day
Breakfast Meal: Student	\$2.00	Per student, per day
Milk	\$0.50	Per student, per day

Daily Meals Ordered: SUPERINTENDENT will be obligated to accept and pay for the number of meals requested each school day.

B. In the event DISTRICT receives payment for services under this Agreement which is later disallowed by SUPERINTENDENT due to DISTRICT'S nonconformance with the terms and conditions herein, DISTRICT shall promptly upon request refund the disallowed amount to SUPERINTENDENT, or, at its option, SUPERINTENDENT may offset the amount disallowed from any payment due or that becomes due to DISTRICT under any agreement it has with SUPERINTENDENT.

4. **INVOICES:** DISTRICT shall submit an itemized invoice, each month, for the previous month's meals and services. All invoices shall be sent to Riverside County Superintendent of Schools, attention: **Accounts Payable**, P.O. Box 868, Riverside, California 92502 or via email to accountspayable@rcoe.us.

5. **SKILLS AND EXPERIENCE:** DISTRICT hereby represents and warrants that it has the skills, experience and knowledge necessary to perform in a competent and timely manner the services to be performed under this Agreement, and DISTRICT acknowledges that SUPERINTENDENT shall rely on such representations by DISTRICT. Acceptance by SUPERINTENDENT of the services performed under this Agreement shall not operate as a release of DISTRICT from responsibility for such services. To the extent DISTRICT assigns the performance of the services to any of its employees, each shall, as applicable, hold the proper credentials authorizing him or her to perform such service.

6. **INDEPENDENT DISTRICT:** With respect to the services to be performed pursuant to this Agreement, DISTRICT is acting as an independent contractor and not as an agent or employee of SUPERINTENDENT. Any and all personnel performing the services under this Agreement on behalf of DISTRICT shall at all times be under DISTRICT'S exclusive direction and control. DISTRICT shall pay all the wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. DISTRICT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. With respect to the performance of its obligations hereunder, DISTRICT is subject to the control or direction of SUPERINTENDENT merely as to the results to be accomplished and not as to the means and methods for accomplishing such results. If DISTRICT is an entity that does not have a permanent place of business in California or is an individual who does not reside in California, and unless an exception applies, all payments from SUPERINTENDENT to DISTRICT pursuant to this Agreement shall be subject to withholding in accordance with Section 18662 of the California Revenue and Taxation Code and /or other applicable law.

7. **SUBCONTRACT:** DISTRICT shall not subcontract the performance of any of the work or services to be performed pursuant to this Agreement without the prior written approval of SUPERINTENDENT. The foregoing shall not be deemed or construed to require SUPERINTENDENT approval of: (i) agreements of employment between DISTRICT and its employees; or (ii) of subcontracts with Parties named in the proposal by DISTRICT that resulted in this Agreement.

8. **NON-DISCRIMINATION:** CONTRACTOR shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. CONTRACTOR shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.

9. **INSURANCE:** At all times during the performance of this Agreement, DISTRICT shall maintain in force such insurance policies as provide the coverage required by this Agreement. **All insurance policies required by this Agreement shall name, or be endorsed to name, the Riverside County Superintendent of Schools as additional insured for the purpose of this Agreement.** The Commercial Liability Policy and the Automobile Policy described below must include a waiver by the insurers of any and all subrogation rights against SUPERINTENDENT. In all cases, DISTRICT'S insurance shall be primary, and any insurance providing coverage for SUPERINTENDENT, the Riverside County Board of Education, and/or their respective officers, employees and/or agents shall be secondary and non-contributing. Prior to commencing the services required pursuant to this Agreement, DISTRICT must provide to SUPERINTENDENT such certificates issued by DISTRICT'S insurer(s) as evidence that the insurance policies required by this Agreement are in full force and effect, and DISTRICT must provide an updated certificate of insurance to SUPERINTENDENT following each renewal and/or update of such policies. Within fifteen days of any request by SUPERINTENDENT, DISTRICT must provide to SUPERINTENDENT a certified copy of any one or more of such insurance policies. DISTRICT shall have in effect any and all insurance as may be required by applicable law. However, notwithstanding anything to the contrary, DISTRICT shall, for the purpose of the Agreement, have in effect the following minimum levels of insurance coverage:
 - A. **Commercial General Liability:** \$1,000,000 combined single limit, on account of bodily injuries, including death resulting therefrom and property damage resulting from any accident which may arise in the operations of DISTRICT in the performance of the work herein provided.
 - B. **Automobile Insurance:** Equal to state minimum requirements shall be obtained for each vehicle(s) used in the performance of the Agreement covering any personal or property damage which may arise in or out of the Agreement obligation.
 - C. **Workers' Compensation Insurance:** If DISTRICT has employees as defined by the State of California, DISTRICT shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of California.

10. **TERMINATION:**
 - A. SUPERINTENDENT may terminate this Agreement, in whole or in part, and without need for cause, by giving written notice to DISTRICT stating the extent and effective date of the termination. However, if any such termination notice does not set forth a date upon which the

termination will take effect, the termination shall take effect on the date that is thirty days after receipt of the notice by DISTRICT. Upon any termination pursuant to this Paragraph A taking effect, DISTRICT shall cease all work and services to the extent specified in the termination notice, and SUPERINTENDENT shall pay DISTRICT, in accordance with this Agreement, for all work and services satisfactorily performed prior to termination.

B. DISTRICT shall be in default of its obligations pursuant to this Agreement if DISTRICT refuses or fails to comply, or to timely comply, with any one or more of the provisions of this Agreement. In any such event, SUPERINTENDENT in its sole discretion may provide written notice to DISTRICT setting forth the nature of the default, the actions that DISTRICT must take (if there are any or any are known) in order to cure the default, and the deadline by which DISTRICT must cure the default. If DISTRICT does not cure a default within the time specified in an applicable notice of default, SUPERINTENDENT may terminate this Agreement, in whole or in part, by giving written notice of termination to DISTRICT, and the termination shall take effect immediately upon receipt of such notice by DISTRICT. In the event of any termination pursuant to this Paragraph B, SUPERINTENDENT may cause the terminated portion of the work to be completed in any manner SUPERINTENDENT deems proper. In the event of any default by DISTRICT or termination by SUPERINTENDENT pursuant to this Paragraph B, neither Party's remedies shall be limited. Notwithstanding anything to the contrary, in connection with any default by DISTRICT, SUPERINTENDENT in its sole discretion may, by providing written notice to DISTRICT:

1. Discontinue reimbursement to DISTRICT for, and during the period in which DISTRICT is in default, the reimbursement of which DISTRICT shall not be entitled to recover later; and/or
2. Withhold funds pending a cure of the default; and/or
3. Offset against any monies billed by DISTRICT but yet unpaid by SUPERINTENDENT.

11. **WAIVER:** Absent an applicable waiver, no failure by a Party to require compliance by the other Party with any provision or requirement of this Agreement shall be deemed or construed to preclude subsequent enforcement of that or any other provision or requirement of this Agreement. Each waiver of any provision, requirement, or breach of this Agreement must be in writing and signed by the waiving Party. Oral waivers shall not be binding or enforceable. Except as expressly provided in the waiver, a waiver of any provision, requirement, or breach shall not be construed as: (i) a waiver of any other provision, requirement, or breach; or (ii) as a continuing waiver.

12. **FORCE MAJEURE:**

- A. In the event DISTRICT is unable to comply with any provision of this Agreement due to causes beyond its control such as acts of God, acts of war, civil disorders, or other similar acts, DISTRICT shall not be held liable to SUPERINTENDENT such failure to comply.
- B. In the event SUPERINTENDENT is unable to comply with any provision of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, SUPERINTENDENT shall not be held liable to DISTRICT for such failure to comply.

13. **INDEMNIFICATION:** DISTRICT shall save, defend, hold harmless and indemnify SUPERINTENDENT, the Riverside County Board of Education, and their respective officers, employees and agents, and each of them, with respect to any and all claims, demands, actions, damages, judgements, costs, expenses, (including, without limitation, attorneys' fees), and other liabilities of whatever kind and nature that arise from negligence, recklessness or willful misconduct of any person in performing work or services pursuant to this Agreement on behalf of DISTRICT, including, without limitation, liabilities attributable to the injury (including death) of any person and/or to the loss or damage of any property. With respect to each act or incident that occurs while this Agreement is in effect, DISTRICT'S obligations pursuant to this section shall survive termination of this Agreement.

14. **ASSIGNMENT:** DISTRICT shall not assign this Agreement or any of its rights or obligations under this Agreement without prior written consent of SUPERINTENDENT, which consent SUPERINTENDENT may grant, condition or deny at its sole discretion. Any assignment by DISTRICT without prior written consent of SUPERINTENDENT shall be void and of no force or effect.
15. **LICENSES/PERMITS:** DISTRICT and, as applicable, each of its employees or agents shall secure and maintain in force at all times while this Agreement is in effect such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services to be provided pursuant to this Agreement.
16. Attention is directed to the provisions of Business and Professional Code, Division 3, which relates to, among other things, the licensing of certain vocations and professions. DISTRICT and, as applicable, the individuals performing the services required by this Agreement must be licensed, if required, in accordance with the Business and Professions Code and other laws of the State of California.
17. DISTRICT hereby represents that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and DISTRICT warrants that it shall maintain such licenses and permits throughout the term of this Agreement.
18. **CONFLICT OF INTEREST:** DISTRICT covenants that is presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. DISTRICT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by DISTRICT.
19. **DISPUTES:** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement that is not resolved by agreement of the Parties hereto shall be disposed by SUPERINTENDENT, which shall furnish the decision in writing. The decision of SUPERINTENDENT shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. DISTRICT shall in each case proceed diligently with the performance of the Agreement pending SUPERINTENDENT'S decision. As a condition precedent to the filing of any action arising from a dispute between the Parties hereto, the Parties shall be obligated to attend and participate in a mediation session with a third Party mediator in an attempt to resolve the dispute.
20. **GOVERNING LAW; VENUE; AND SEVERABILITY:** This Agreement shall be governed by and enforced in accordance with the laws of the State of California, notwithstanding any conflict-of-laws, choice-of-laws, or similar provision set forth in any state or federal law. Each action arising from this Agreement shall be filed and conducted only in an applicable state or federal court located in the County of Riverside, California, and the Parties hereto waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing Party shall be entitled to attorneys' fees in addition to whatever other relief are granted.
21. **COMPLIANCE WITH LAWS AND DIRECTIVES:** Without limiting anything else in this Agreement, DISTRICT must perform the services required by this Agreement in compliance with all applicable federal, state and local laws, regulations, ordinances and other governmental requirements. DISTRICT

shall be responsible for ensuring that each of its employees, agents, and other representatives who enter in and upon any of SUPERINTENDENT’S properties fully comply with; (i) all rules, policies or other policies prohibiting the use of drugs, alcohol, and tobacco); and (ii) reasonable directives from SUPERINTENDENT’S representatives.

- 22. **DUE AUTHORITY:** Each person that has signed this Agreement on behalf of a Party thereby represents that he or she has been duly authorized by that Party to sign, and thereby bind that Party to, this Agreement.
- 23. **ENTIRE AGREEMENT:** This Agreement, including any attachments, exhibits, or documents incorporated herein, constitutes the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.
- 24. **AMENDMENTS:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto, except that SUPERINTENDENT may amend this Agreement to accomplish the below-listed changes:
 - A. Increase in dollar amounts.
 - B. Administrative changes that do not affect the contractual rights of the Parties.
 - C. Changes as required by law.
- 25. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below. Each notice shall be deemed to have been given or served only upon actual receipt by the addressee, and notices may be delivered by one of the following methods: (i) registered or certified United States Mail, postage prepaid by sender and return receipt requested; (ii) FedEx, U.P.S. or other reliable private delivery service, delivery charge paid by sender and signature on delivery receipt required/ or (iii) personal delivery, delivery charge paid by sender and signature on delivery receipt required.

SUPERINTENDENT:
Riverside County Office of Education
Contracts and Purchasing Services
3939 Thirteenth Street
Riverside, CA 92501

DISTRICT:
Alvord Unified School District
9 KPC Parkway
Corona, CA 92879

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as evidenced by the signatures below of their respective duly-authorized representatives.

Riverside County Superintendent of Schools

Alvord Unified School District

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Reginald Thompkins, Associate Superintendent
Division of Student Programs and Services

Printed Name and Title

Printed Name and Title

Date _____

Date _____