

Redlands Unified School District

Phone (909) 307-5300

Fax (909) 307-5325

THIS AGREEMENT is made effective on 07/01/24, and it is made by and between Food Safety Systems
 _____ date _____ consultant name
 _____ hereafter called "Consultant OR Contractor," and the Redlands Unified School District, hereafter called "District."

RECITALS

- A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.
- Accordingly, the parties agree with the above and as follows:

AGREEMENTS

1. PERIOD OF AGREEMENT: Shall be from 07/01/24 through 06/30/25.
 _____ date _____ date
2. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:
 Provide routine oversight and assessment to school cafeterias in the area of food safety and sanitation per CalCode regs; provide a minimum of 4 hours of USDA approved continuing education credits required for C.N. professionals in school cafeterias;

Please check if applicable:

- ☒ A statement of work is attached.
- ☐ A specification is attached.
- ☐ Other attachment described as: _____

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

3. The Consultant will commence providing services under this Agreement on 07/01/24, and will diligently, properly date and in full compliance perform as required and complete the performance of services by 06/30/2025. Time shall be of date the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the originating department, copying the notification to Purchasing in writing at 20 W. Lugonia, Redlands, CA 92374.
4. INDEPENDENT CONTRACTOR: The Consultant is an independent Contractor and will perform said services as an independent calling and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes, State Unemployment Compensation or Worker's Compensation, or any other purpose.
5. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
6. PAYMENT: The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed: \$ 80,000.00 (dollar amount).

If this is an Agreement to pay the Consultant by the hour, then this box shall be checked and the hourly rate indicated as follows: _____

(i.e. # of hours X \$rate per hour/day)

It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

The total not-to-exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, worker's compensation, mileage, travel, incidentals, food and the like.

Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.

7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. **TERMINATION:** The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. **INDEMNIFICATION:** The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - c. Any and all claims under worker's compensation acts and other employee benefit acts with respect to Consultant's employees or sub Consultant(s) arising out of Consultant's work under this Agreement.
 - d. Any and all loss, liabilities, actions, judgments, interest awards, reasonable attorneys' fees, costs, fines, penalties, damages or expenses from any third party claim against the District arising out of or resulting from Provider's failure to comply with any of the obligations under Section 8 of this Agreement.

The Consultant, at the Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

10. MINIMUM INSURANCE REQUIREMENTS: Consultant shall obtain and maintain the policies of insurance or equivalent program of self insurance and limits as shown below for the duration of this Contract.

- a. Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, unless otherwise agreed in writing by the District.
- b. Automobile liability insurance in an amount not less than \$1,000,000 per accident for all owned, hired and non-owned vehicles.
- c. Workers Compensation as required under California State law.
- d. Professional Liability insurance in an amount not less than \$5,000,000 per occurrence. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement.
- e. If Consultant may be providing services to District on District facilities during the time that District students could be present or if Consultant is providing services to District for the benefit of District student, Consultant shall provide specific coverage for Abuse or Molestation with limits not less than \$2,000,000 per occurrence and \$5,000,000 aggregate either by separate policy or by an endorsement to User's Commercial General Liability coverage.
- f. The Provider shall provide a Certificate(s) of Liability Insurance using ACORD Form 25, indicating the required insurance coverages within ten (10) days of the effective date of this Agreement NAMING THE DISTRICT AS ADDITIONAL INSURED on the Commercial General Liability policy using endorsements CG 20 10 and CG 20 37.
- g. The policies indicated in paragraphs 10.a., 10.b. 10.c. 10.d. and 10.e. shall include a waiver of subrogation endorsement in favor of District.
- h. The policies indicated in paragraphs 10.a. and 10.b. shall include a primary, non-contributory endorsement in favor of District or District's insurance or self-insurance program.

- ☒ Certificate of Insurance Attached with endorsements as specified
- ☒ Workers Compensation Certificate Attached OR
- ☐ Sole Proprietor/ NO Workers Comp. Certificate Needed
- ☐ Proof of TB clearance for all employees working individually with students
- ☒ Criminal records check...Department of Justice Fingerprint Clearance is required before commencement of services, see form attached IF working individually with students
- ☐ Site must run consultant/s thru Meganslaw.ca.gov search if consultant is on a school site. Site shall attach proof of this to contract

11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.

12. ASSIGNMENT: This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.

13. COMPLIANCE AND CERTIFICATION: The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. The consultant and any of its employees and/or sub Consultant(s) are NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency.

14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.

15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:

- a. Increase dollar amounts
- b. Effect administrative changes
- c. Effect other changes as required by law.

16. CONFLICT OF INTEREST: Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Consultant. Consultant will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.

17. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.

18. GOVERNING LAW: This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in San Bernardino County, California.

19. CONFIDENTIALITY: All communications and information obtained by the Consultant from the District relating to this Agreement and all information developed by Consultant under this Agreement are confidential. Should there be a need for the Consultant to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA) or the Health Insurance Portability and Accountability Act (HIPAA), Consultant must take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations.

Authorized representatives of the parties have executed this Agreement as indicated below.

Consultant:

Food Safety Systems

Consultant/Firm Name

5325 Alton Parkway, Ste C539

Consultant Address

Irvine, CA 92604

City, State, Zip

Stacy Sagowitz

Digitally signed by Stacy

Sagowitz

Date: 2024.05.07 05:02:40 -07'00'

(Signature, Authorized Representative)

949-725-9114

(Telephone)

Stacy@foodsafetysystemsca.com

(email address)

05/07/24

(Date)

District Board of Education Approval Date: _____

District Requisition Number: _____

District:

Redlands Unified School District 20

West Lugonia Ave. Redlands, CA 92374

Assistant

Superintendent, Business Services

Chief Business Official

Supervisor/ Principal/ District Administrator

Funding Administrator (if Applicable)

(Date)

P.O. Number: _____



FOOD SERVICE SAFETY AND SANITATION PROGRAM SERVICE AGREEMENT

Overview

This agreement is made between Food Safety Systems ("FSS") and Redlands Unified School District ("School District"), effective as of July 1, 2024. Under this agreement, FSS will provide School District with a complete and sustainable food safety and sanitation system, inclusive of oversight, safety and sanitation training, education, and inventory control as detailed in **Schedule A**.

Schedule A includes trade secrets of FSS, which derive independent economic value from not being generally known to the public or by FSS competitors and are the subject of reasonable efforts to maintain their secrecy. Therefore, School District will not, except as required in the conduct of School District's business or as required under California State or other laws, use, publish or disclose any of FSS's trade secrets (e.g., Schedule A) until at least such time that the information are no longer trade secrets. If School District discloses any of FSS's trade secrets, School District will notify FSS of such disclosure or use.

Terms and Termination

This agreement is an annual agreement and may be extended at the discretion and consensus of both parties. The pricing submitted for the SY 24-25 will remain fixed until June 30, 2025.

Pricing agreed to for each renewal will remain fixed throughout each annual agreement period ending June 30. FSS may petition a price increase annually for each renewal period. The School District reserves the right to accept or reject any price increase, and terminate the agreement, without penalty. This agreement is the second extension of four possible one year extensions per CA Education Code Article 3 Section 17596

The term of this agreement is one year, unless terminated by either party for any reason with thirty (30) days advanced written notice. All materials, dispensers, accessories, and instructional charts that are provided as part of this program remain the property of Food Safety Systems and may be removed if, and when, the program is cancelled.

Services

FSS will visit each of the schools listed in **Schedule B** during each service visit cycle unless otherwise specified here. There will be a total of eight (8) service visit cycles during each full school year.

School District will pay a total agreement cost of \$79,000.00 for this school year, which will be divided into installment payments of \$9,875.00, to be paid upon being invoiced after the completion of each of the service visit cycles. If the term of this agreement includes a partial school year, the district will only be invoiced for the service visit cycles completed. Schedule B may be modified to add or delete schools, which in turn may affect total agreement cost.

In the event FSS is unable to provide full service at all sites during any service visit cycle, School District will only be invoiced for the services rendered and materials provided.

Billing and Remittance

All billing will be from FSS unless otherwise notified. Remittance should be made payable to

Food Safety Systems
5325 Alton Parkway, Suite C-539
Irvine, CA 92604

Accepted By:

Redlands Unified School District

Signature / Date _____

Name / Title _____

Food Safety Systems

Stacy

Sagowitz

Digitally signed by
Stacy Sagowitz
Date: 2024.04.06
07:30:45 -07'00'

Stacy Sagowitz, President

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All services, materials, and consultation are included in the total cost provided under the Food Safety and Sanitation Service Agreement, offering complete budget control and predictability to the School District. Food Safety Systems (FSS) will prepare a Service Schedule with objectives and timelines; and provide education, training, materials, services, and reports as follows.

Education

- a) FSS's food safety and sanitation education program includes district in-service education, site-based education, and educational materials for the Participating Schools. The goal of the FSS education program is to provide education for managers and employees of the School District and standardize sanitation and safety procedures in each Participating School's kitchen facility.
- b) Education training modules will be provided during each service cycle at each of the Participating Schools. Each educational training module complies with mandated USDA Professional Standards as well as for School Nutrition Association (SNA) Certification Programs.
 - i) The modules will indicate the appropriate USDA Professional Standards Key Area Section designation and the Learning Topic code.
 - ii) A minimum of 4 hours of training will be offered annually, and will include an ongoing curriculum of sanitation, safety, and workplace topics.
- c) As required by California State Mandate, CalCode Article 2, Sections 113947 and 113947.1-3, FSS will offer N.R.A. (National Restaurant Association) ServSafe® Manager's training to School District employees at an additional minimum cost of \$1,500.00 for 12 employees. Each additional employee over 12, will be an additional charge of \$125 per employee. The maximum class size is 35 employees per class.
 - i) FSS can offer additional courses for eligible employees at an additional cost, if requested by the School District.
 - ii) The education provided through ServSafe® courses will complement the services provided by FSS, and fulfill 10-hours of Sanitation and Safety training required by Food Service Directors and Persons in Charge (PIC) per CalCode
 - iii) This service (National Restaurant Association ServSafe® Manager's training) will be **in addition to** the total cost stated under the Food Safety and Sanitation Service Agreement and will be invoiced separately from the completed service rotation invoice.
- d) If requested by the School District, FSS will offer the National Restaurant Association ServSafe® Food Handler's Class and exam at a cost of \$25.00 per student, with a minimum cost of \$500 for 20 employees. Each additional employee over 20, will be an additional charge of \$25.00 per employee. The maximum class size is 40 employees per class.
 - i) This service (National Restaurant Association ServSafe® Manager's training) will be **in addition to** the total cost stated under the Food Safety and Sanitation Service Agreement and will be invoiced separately from the completed service rotation invoice.

2) Service

- a) FSS certified service technicians will visit each of the Participating schools the number of times stated in the FSS Agreement per full school year in accordance with the Service Schedule stated in the agreement. FSS service technicians are certified in the administration, instruction and recognition of HACCP program integrity and verification. Per Section 111 of the 2004 USDA Reauthorization Act, School Food Authorities (SFAs) are required to implement and maintain a food safety program based on Hazard Analysis and Critical Control Point (HACCP) principles.
- b) FSS service technicians will survey and audit, of each Participating School's kitchen, and provide immediate corrective action, staff training, action documentation, and supervisor notifications for follow ups. The survey and audit are intended to measure due-diligence and verify system execution and staff motivation
- c) The audit will include a review of the School District's specific HACCP guidelines at each Participating school
- d) The audit will follow site inspection protocol as offered by State and County regulatory authorities

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SCHEDULE A
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3) Materials

- a) Sufficient cleaning products and OSHA approved dispensing systems will be inventoried and replenished as needed at each Participating School by the Service Technician during each site visit. Package labeling will exhibit clear dilution and use directions in English and Spanish
 - i) Concentrated liquid detergents include Pot and Pan Detergent, All Purpose Cleaner, Degreaser, Oven Cleaner
 - (a) These detergents are *Green Seal Certified**
 - ii) Concentrated All Purpose Germicide/Disinfectant
 - iii) Concentrated Quaternary Ammonia Sanitizer will be provided for required sanitizing of equipment and warewashing per CalCode
- b) SDS, posters, binders, procedure guides, and ancillary items (e.g., pac cutters, sanitizer test strips) will be provided and replenished as needed at each Participating School.
- c) Each of the Participating Schools is granted a non-exclusive license to use the program and the program materials. FSS will take steps to safeguard use of the program content by entities operating without an agreement from FSS or a related entity.



**Green Seal offers third-party certification based on leadership sustainability standards that help protect the natural world and human health. Green Seal has been identifying and promoting sustainability to industries, purchasers and consumers and helping organizations be greener in real and effective ways since 1989.*

4) Reports / Review

- a) FSS will provide documentation of the education received for School District due diligence files.
- b) All materials required for OSHA compliance will be placed in and kept current in each of the Participating Schools.
- c) After completion of each survey and audit, FSS will generate:
 - i) A Post Site Visit report documenting only areas requiring immediate attention by the School District will be sent within 48 hours of completing the service cycle, including critical violations, areas at risk and maintenance and repair requirements
 - ii) A complete electronic service report that documents program compliance and areas where further management action is required will be sent within 7 working days of completing the service cycle. These reports can serve as critical due diligence confirmation and provide the School District with an electronic record of program compliance.
 - iii) After each full school year, FSS will meet with district administrators to review the year's accomplishments and make recommendations for program improvement.

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SCHEDULE B

REDLANDS UNIFIED SCHOOL DISTRICT PARTICIPATING SCHOOLS SY 24-25

	Elementary Schools	Middle Schools	High Schools	Central Kitchens Other
1	Arroyo Verde	Beattie	Citrus Valley	Central Kitchen
2	Bryn Mawr	Clement	Redlands East Valley	Orangewood Continuing ED HS
3	Crafton	Cope	Redlands	
4	Cram	Moore		
5	Franklin			
6	Highland Grove			
7	Judson & Brown			
8	Kimberly			
9	Kingsbury			
10	Lugonia			
11	Mariposa			
12	McKinley			
13	Mentone			
14	Mission			
15	Smiley			
16	Victoria			
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SS 03/15/24

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