

ASSIGNMENT OF USDA DONATED FOOD

DIRECT DIVERSION PROJECT

This assignment is entered into between _____,

hereafter known as "Assignor", and Santa Clarita Valley School Food Service Authority,

hereafter known as "Assignee".

It is hereby agreed that:

1. Both parties must remain eligible for receipt of United States Department of Agriculture (USDA) donated commodity foods as determined by the California Department of Education, Nutrition Services Division.
2. Entitlement and "Fair Share" of USDA donated commodity foods, based on the Average Daily Participation (ADP) of the Assignor is assigned to the Assignee.
3. The Assignee is responsible for the ordering, receiving, storing and distribution of all USDA Donated Commodity Foods, on behalf of the Assignor, according to policy and regulation as designated by the California Department of Education, Nutrition Services Division and United States Department of Agriculture.
4. The Assignee will maintain an inventory management system that will fully account for all USDA donated commodity Foods, including all raw food items in storage as well as raw and processed product held at a processor.
5. Should a loss of USDA Donated Foods being held for the Assignor occur, due to/ but not limited to theft, spoilage, etc., the Assignee is responsible to the California Department of Education, Nutrition Services Division and/or the U.S. Department of Agriculture for the Fair Market Value of that food item(s). The reporting of any loss of USDA donated commodity food is the responsibility of the Assignee.
6. Both the Assignee and Assignor are responsible for compliance with United States Department of Agriculture and the California Department of Education, Child Services Division policies and regulations.

7. The Fee to be paid by Assignor directly to DJ Co-Ops will be:
- 1) Districts new to the Co-Op pay a (one-time only) Start-up Fee of \$0.10 per Average Daily Participation based on the states reported ADP for the prior school year.
 - 2) An Annual Renewal Fee beginning the 2nd year of membership based on the following: ADP of 1499 and under is \$310; ADP of 1500 and over is \$415.
 - 3) \$0.35 charge per case/sack of commodity accepted and diverted.
 - 4) \$1.00 per case/sack of commodity accepted and diverted for State fee (DJ Co-Ops collects and pays this fee to the State on behalf of the district).
8. This assignment will remain in force until such time as written notification has been given by the Assignor to the Assignee and California Food Distribution Division of its termination.

If this assignment is terminated for any reason by either party the Assignor will continue to receive their USDA Donated Food from the Assignee for the remainder of the school year in which the termination is made and for any food already ordered for the subsequent school year.

Administrative School District
(Assignee)

Recipient School District
(Assignor)

Pavel N. Matustik
(Print)

(Print)

(Signature)

(Signature)

DATE: _____

DATE: _____

Assignor's ADP: _____

(District Name)

(Address)

(City, State, Zip Code)

(Phone Number)

(Fax Number)

Email: _____