



2024/25 BC School Fruit and Vegetable Nutritional Program Agreement

BC Agriculture in the Classroom Foundation is working to bring BC agriculture and food education to students throughout the province. The BC School Fruit and Vegetable Nutritional Program supports schools to achieve their Feeding Futures goals by sourcing fresh local food at bulk prices from BC Farmers and providing regular deliveries of food through our distribution network to all corners of the province.

This agreement is between:

BC Agriculture in the Classroom Foundation

202-2313 West Railway Street, Abbotsford, BC V2S 2E3 And

School Name _____ ("The School") District _____
 Address _____

1. Scope of Services

BC Agriculture in the Classroom Foundation will deliver fresh healthy local; product servings for _____ weeks of the school year delivered directly to The School. (6 weeks minimum)

The School agrees to pay a \$1500.00 deposit which is payable on commencement of the program on September 3, 2024. This will become a credit which is applied to the first invoice. Invoices will be issued to the school every two months beginning in October 2024.

The School agrees to pay \$0.85 per serving to maintain service of the BC School Fruit and Vegetable Nutritional Program products to _____ students for _____ weeks of the school year.

The product will be delivered directly to the school once a week for the weeks noted above.

The costs are outlined below:

Number of Students
 Number of weeks of delivery for the year
 Number of different products delivered each week

= \$ _____ students x _____ weeks x \$ _____ per product serving x _____ of products
 (The estimated total for the school year based on the above agreement)

2. Conditions and Organization Commitments:

1. BC Agriculture in the Classroom Foundation agrees to deliver the order outlined above for _____ weeks of the school year to the school. In the event BC Agriculture is unable to fulfill any of the agreed upon deliveries, BC Agriculture will not charge **The School** for the undelivered portions, including orders cancelled by BC Agriculture in the Classroom Foundation.
2. The School reserves the right to cancel any or all deliveries where such cancellations are a result of school closure due to external events beyond the control of the school district ("External Events"). External Events include, but are not limited to, extreme weather, labor strikes, and Government or health closures (i.e. COVID-19 or similar). The School District will not pay for missed deliveries or cancellation fee for closure days resulting from External Events.
3. Schedule of deliveries per school and products to be delivered will be provided to Schools or District Feeding Futures Management Team in advance in August & January of each academic year.
4. Deliveries must be received by an In-school Food Program Coordinator or staff member; deliveries will be made to the school office unless otherwise agreed upon and not be left unattended or outside the school building.
5. In the event of issues arising during the execution of the agreement (delivery, quality, invoicing, etc.) every effort will be made by both parties to resolve the matter in a timely and mutually acceptable manner. If such a resolution cannot be made, either party can terminate the agreement.
6. The volumes presented are based on current projections, but should the volumes needed to run the program change, invoicing projections included will be adjusted. Four weeks advance notice of change is required.
7. Either party can terminate the agreement with a minimum 60 days written notice or a mutually agreed upon winddown schedule as agreed to by both parties.
8. Serving size is determined as per the BCSFVNP Coordinator Guide sent to schools and school food coordinators annually.
9. Both parties will comply with all laws, regulations and other obligations including Provincial Health food safety requirements.
10. **The School** will pay the above outlined deliverable costs invoiced every two months beginning in October, for deliveries provided. Invoicing will provide details

regarding the ordered products.

11. Both parties will comply with and observe all applicable laws and regulations of any government or authority, including all laws, regulations, and standards with respect to food and beverage quality, sanitation hygiene, fire, safety and employment practices and best practices in the food service industry.
12. BC Agriculture in the Classroom Foundation, their employees, agents and vehicles shall have, maintain and pay for valid permits, licenses and inspection fees, etc. as required by law for the execution of services as outlined in this agreement.
13. Motor vehicles on school grounds must not exceed eight (8) kilometers per hour when on school property. Where possible, the use of trucks on school grounds at times when children are at play (i.e., before school, recess, noon hour and after school) should be avoided. Under no circumstances should a truck be backed on school grounds when children are at play unless a responsible adult is available on the grounds at the rear of the truck for guidance. Any vehicle proceeding in the vicinity of children playing shall utilize a responsible adult as safety watcher to walk the vehicle through the area. Vehicles are prohibited from school grounds unless on school business.
14. No amendment or modification of this agreement shall become effective unless written and signed by both parties.

3. Indemnification

BC Agriculture in the Classroom Foundation hereby agrees to indemnify and save harmless **The School**, its successors, assigns and authorized representatives and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as "Claims") that the school district may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of BC Agriculture in the Classroom Foundation or their subcontractors, servants, agents or employees under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of **The School**, its other contractors, assigns and authorized representatives or any other person.

4. Insurance

BC Agriculture in the Classroom Foundation shall, at its own expenses and without limiting its liabilities herein, have and maintain continuously a comprehensive or commercial general liability policy, with an insurer licensed in British Columbia, in an amount not less than \$2,000,000.00 (two million dollars) per occurrence (annual general aggregate, if any, not less than \$2,000,000.00 (two million dollars)) insuring

against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall extend to include but not be limited to blanket contractual liability and automotive liability.

5. Signatures

Please indicate your acceptance of the above agreement by signing and returning to BC Agriculture in the Classroom Foundation whereupon the agreement will become effective.

The School (name)

Name _____ Position _____

Signature _____ Date _____

BC Agriculture in the Classroom Foundation

Pat Tonn, Executive Director Signature _____