Attachment B

SNP Memo No. 2023-2024-30

October 12, 2023

**Sample Memorandum of Agreement**

**Between**

**The Virginia Department of Education**

**and**

**School Division**

**Section I**

**Purpose**

To document the responsibilities of the School Food Authority and the Virginia Department of Education, Office of School Nutrition Programs (VDOE-SNP) for participation in the Virginia Standardized Recipe Development Program beginning in the school year (SY) 2023–2024.

#### Background

The VDOE-SNP is implementing a Recipe Development Team comprised of VDOE-SNP team members and four Virginia school division teams (of two) representing different regions across the Commonwealth. A team consists of one school nutrition director and one additional school nutrition team member (chef, nutritionist, menu planner, field supervisor, manager, etc.) Over the course of a 12-month period, each school division team will develop, test with students, standardize, and implement/menu two new recipes featuring one or more Virginia Harvest of the Month items.

The Recipe Development Team will build on the work completed from the FY 21 USDA Team Nutrition Training Grant (TNTG) which was charged to:

1. Build state agency capacity and sustainable infrastructure to develop and evaluate standardized recipes in accordance with USDA guidance.
2. Develop appealing standardized recipes that utilize local agricultural products and meet USDA requirements.
3. Engage students and the school community in the process of developing standardized recipes.
4. Provide nutrition education to students on local agricultural products featured in the new school meal recipes.

#### Scope of Work

The school food authority (SFA) (Contractor) shall be responsible for providing the following deliverable(s) between December 2023–December 2024:

* Attend monthly virtual meetings with the VDOE-SNP and other Recipe Development Team members to develop recipe concepts, share updates on the testing, standardization, and implementation of recipes, and troubleshoot any challenges along the way.
* Develop, test, standardize, and implement a minimum of two recipes, each featuring a minimum of one Virginia Harvest of the Month item, according to the procedure below:
  + Identify each recipe, source/confirm ingredients, write and review the recipe in detail, and prepare it in a small-batch quantity (less than 25 servings), verifying its yield.
  + Conduct a minimum of one informal recipe test (25 servings) per recipe to solidify the recipe concept, confirm the ingredients and preparation methods, and reconfirm the yield.
  + Conduct nutrient analysis of each recipe to verify alignment with the school meal pattern and confirm meal pattern contributions. Repeat nutrient analysis as needed each time recipes are modified.
  + Submit completed nutrient analyses to the VDOE via email.
  + Conduct 1–3 formal recipe tests (50 students or more try the recipe and complete a taste test ballot) per recipe.
  + Meet a minimum student acceptance rate of 70 percent by the third formal test (i.e., a minimum of 70 percent of students tested indicate that they want the recipe featured on the school menu). If the minimum acceptance rate is not reached by the third formal test, the team will return to the recipe concept development phase to rework the recipe or develop a new recipe concept.
  + If not already completed, conduct quantity adjustment to 50 and 100 servings using the Factor Method.
* Scan and submit to the VDOE-SNP via email all student taste test ballots completed during formal taste tests.
* Submit invoices and supporting documentation required to receive reimbursement for taste test food/supplies.
* Promote the recipes and the Virginia Harvest of the Month items used in the recipes to students and the school community using Virginia Harvest of the Month or other signage.
* Feature recipes on the school division's menu(s) (elementary, middle, and or high school menus).
* Submit final standardized recipes to the VDOE via email using the standardized recipe template provided by the VDOE.
* Submit menus featuring recipes to the VDOE via email.
* Agree to participate/be featured in one or more recipe demonstration videos.
* Complete and submit documents required to receive the stipend.

**Contract Period of Performance**

Date of Contract Execution through December 31, 2024.

**Section II**

**Price (All Inclusive):**

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| **Activity** | **Total Cost** | **Milestone/Timeline of Deliverables** |
| Student taste tests | Up to $500 | School division will conduct 1–3 formal student taste tests. Upon completion of the taste tests, the division will submit documentation of the cost of food and supplies used for tests and will be reimbursed up to $500 for all tests. |
| Recipe implementation | $9,600 | Upon the standardization and implementation (i.e., menuing) of two recipes, each team member (total of 2) will receive a $4,800 stipend. |

**Method of Payment:**

For the student taste test reimbursement, the Contractor shall submit an invoice along with supporting documentation (i.e., receipts for food and supplies purchased) via email to the VDOE-SNP at Crystal.Christmas@doe.virginia.gov.

For the recipe implementation stipend, the Contractor shall submit an invoice along with supporting documentation (i.e., school menu(s)) via email to the VDOE-SNP at Crystal.Christmas@doe.virginia.gov.

The Contractor shall submit final invoices no later than the last day of the period of performance (December 31, 2024).

Invoices must include the current eVA Purchase Order Number. Electronic invoices must be remitted in a locked (non-modifiable) format.

**Contractor Point of Contact: VDOE SNP Point of Contact:**

Name: Name: Kelly Shomo

Training, Program Improvement, & Grants Supervisor

VDOE, Office of School Nutrition Programs

101 N. 14th Street

Richmond, VA 23219

Ph: Ph. 804-786-6883

Email: Email: Kelly.Shomo@doe.Virginia.gov

**Work Location:** Remote

**Section III**

#### Responsibilities of VDOE

The VDOE-SNP will:

* Schedule and host all virtual meetings with the Recipe Development Team.
* Receive and verify nutrient analyses.
* Receive and verify student taste test ballot data to confirm the 70 percent acceptance rate is achieved for each recipe.
* Receive and verify menus featuring recipes.
* Collect and process paperwork for paying stipends.
* Process grant award notifications (GANs) and reimbursement for taste test food/supplies.
* Feature the standardized recipes in the Virginia Standardized Recipe Development Manual and on the Virginia Harvest of the Month website.

**Section IV**

**Terms and Conditions**

1. INTELLECTUAL PROPERTY: The parties agree that no Intellectual Property will be created in performance of this contract.
2. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of VDOE.
3. CANCELLATION OF AGREEMENT: VDOE reserves the right to cancel and terminate this Agreement, in whole or in part, without penalty, upon 60 days written notice to the contractor. In the event the initial Agreement period is for more than 12 months, the Agreement may also be terminated by the contractor, without penalty, after the initial 12 months of the Agreement period upon 60 days written notice to the other party. Any Agreement cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding deliverables unless otherwise agreed to in writing by the VDOE prior to the effective date of cancellation.
4. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
5. CHANGES TO THE AGREEMENT: The parties may agree in writing to modify the scope of the Agreement.
6. RENEWAL OF AGREEMENT: This Agreement may be renewed by the Virginia Department of Education upon written agreement of both parties for four (4) successive one-year periods, under the terms and conditions of the Agreement, and at a reasonable time (approximately 90 days) prior to the expiration.

**IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.**

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| **Division Name** | |  | **Virginia Department of Education** | |
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| By: |  |  | By: |  |
| *Signature/Date* | |  | *Signature/Date* | |
|  | |  |  | |
| Title: **School Nutrition Director** | |  | Title: **Deputy Superintendent of Budget, Finance, and Operations** | |
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| Email: | |  |  | |

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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| *Signature/Date* | |
|  | |
| Title: **School Division Superintendent** | |
|  | |
| Email: | |