

## **Vended Partial Meal Agreement with a National School Lunch Program (NSLP)**

### **Vendor**

Child and Adult Care Food Program (CACFP) Sponsors purchasing partial meals from a National School Lunch Program Vendor.

#### **A. Intent**

This contract is for entering into an agreement to purchase partial meals-just the entrée, for Kidz Kollege Learning Center referred to as the Sponsor.

The party preparing the partial meals, ISD 709 Piedmont Elementary School, Site ID 1000002253, referred to as the Vendor, as the agreement will be between the Vendor and the Sponsor.

#### **B. Partial Meals Requirements**

The Vendor will prepare the main plate entrée for lunch.

Meals will be consumed at the Kidz Kollege Learning Center.

The entrees will be sent in heat conserving, health department approved carriers. They will be in bulk pans. The entrees will be ready for service and heated to food code requirements.

Meals will be picked up daily by the Sponsor at Piedmont Elementary School, at 10:30 am.

The entrée serving size will be the acceptable National School Lunch serving size for elementary students.

Food Transport containers are to be returned the next day upon pick up of meals, as well as any pans that may have been used.

No food is to be returned to the vendor. Food pans will be disposable and discarded at the Sponsor site.

Any changes to the menu will be made as necessary and communicated to the sponsor as soon as possible. All efforts to minimize menu changes will be made, but outages and equipment failures sometimes happen and could result in menu changes.

#### **C. Meal Charges**

The cost per entrée will be \$2.48 each.

This cost does not include any paper service products, such as plates or napkins.

The Vendor shall, monthly, invoice the Sponsor for meals. The vendor shall bill the Sponsor each month by the 15<sup>th</sup> of the month for the prior month entrees.

#### **D. Meal counts and changes**

The meal count prepared will be 70 per day unless notified by phone or email to change that amount.

This meal amount can be changed as often as necessary to circumvent waste and over production. The Sponsor shall notify the Vendor by telephone, or email the day before of any count changes.

**E. Health and Sanitation**

The Vendor agrees that the state and local health and sanitation requirements are met. Following Hazard Analysis and Critical Control Point (HACCP) guidelines, all food will be properly stored, prepared and served free of contamination and at the appropriate temperature. The Vendor's kitchen manager is certified in food safety through the Minnesota Department of Health and will document temperature of food as required.

The expectation after pick up of the food is that it will be served immediately and not held for any length of time, as to avoid food safety issues. Once the food has been picked up by the sponsor, the responsibility becomes the Sponsors to serve the food as expected.

**F. Recordkeeping**

The Vendor agrees to keep all records related to this agreement, including food purchased, daily menus and amounts prepared.

**G. Terms and termination**

This agreement shall be effective 7/1/25 to 6/30/26.

The dates of service will mirror the Duluth Public School Calendar. (Including any days school is cancelled due to weather.

Attached is a list of all days there will be no service according to the school calendar.

The Sponsor or the Vendor may terminate the agreement with or without cause by giving 30 day written notice.

## AGREEMENT PAGE

The Vendor certified that they shall operate per all applicable State and Federal laws and regulations.

This agreement, and the Vendors proposal, constitute the entire agreement between the Sponsor and the Vendor. The parties shall not execute any additional documents about this agreement except as permitted by applicable law.

The agreement shall be in effect until 6/30/25, at which time a new agreement can be decided upon by both parties.

### **Sponsor:**

Simone Zurich  
Signature of Sponsor Representative

Simone Zurich  
Name

Exec. Dir. Finance, Business Services  
Title

6.4.2025  
Date

### **Vended Meal Representative:**

\_\_\_\_\_  
Signature of representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Sponsors are responsible for assuring compliance with all applicable CACFP regulations.**

**Dates that there will be no meals per the Duluth Public Schools Calendar**

7/4/25

8/28/25 through 9/1/25

10/16/25, 10/17/25

11/3/25, 11/27/25, 11/28/25

12/8/25, 12/24/25 through 1/2/26

1/16/26, 1/19/26

2/16/26 through 2/20/26

3/2/26, 3/31/26, 3/31/26

4/1/26, 4/2/26, 4/3/26

5/4/26, 5/25/26

6/5/26 Through 6/12/26, 6/19/26