

# CATERING CONTRACT

## FOR MEALS CATERED TO A SCHOOL THAT PARTICIPATES IN USDA SCHOOL NUTRITION PROGRAMS

A school that participates in U.S. Department of Agriculture (USDA) Child Nutrition Programs must meet program requirements for catered meals that will be claimed for program reimbursements, as included in this catering contract between School and Caterer.

### I. PURPOSE AND AUTHORITY

This contract, dated 9/1/10, between Lake Superior High School (School) and ISD # 109 - Duluth Public Schools (Caterer) authorizes that Caterer shall provide meals to School, in accordance with applicable regulations for USDA Child Nutrition Programs referred to below, for the period, not to exceed one year, from 9/10/09 through 09/10/2010.

Caterer will provide meals to the following School locations:

Lake Superior High School

### Federal Regulations for USDA Child Nutrition Programs

National School Lunch Program: 7 CFR 210

School Breakfast Program: 7 CFR 220

Special Milk Program: 7 CFR 215

Child and Adult Care Food Program: 7 CFR 226

### II. MEALS

#### A. Caterer will provide the following types of meals:

(Indicate breakfasts, lunches, snacks, suppers, milk. If more than one site, indicate any differences between sites.)

Lunch in hinged trays for service

#### B. Caterer will also provide:

(Indicate items such as condiments, eating utensils, paper items, extra milk, transportation containers, if applicable. If more than one site, indicate any differences between sites.)

One complete hinged tray serving meal of the day along with necessary condiments, utensils, paper supplies with milk.

#### C. Caterer will provide meals that meet USDA meal pattern requirements, in accordance with meal patterns in program regulations and attached to this contract, for the following USDA Child Nutrition program(s):

(Indicate which USDA programs will provide reimbursements for catered meals— National School Lunch Program, School Breakfast Program, NSLP Afterschool Care Snack Program, Child and Adult Care Food Program, Special Milk Program. If more than one site, indicate any differences between sites.)

National School Lunch Program

Caterer has attached to this contract at least two weeks of menus for each meal type that will be provided.

The meal pattern for the National School Lunch Program is attached to this contract. If Caterer will provide meals or snacks that will be claimed through any other child nutrition programs, the applicable meal patterns have been attached to this contract.

**D. Caterer will prepare meals for School in the following manner:**

(Describe whether caterer will serve meals, or provide unitized meals, or provide bulk quantities accompanied by written instruction regarding the planned portion size to be served of each food component needed to meet meal pattern requirements. If more than one site, indicate any differences between sites.)

Unitized meals for 15 to 18 year olds

---

**E. Caterer will utilize any USDA donated foods and processed commodity end products made available by School to the maximum extent possible and solely for the purpose of providing benefits for the School's food service operation.**

**III. ORDERING AND DELIVERY**

**A. School will notify Caterer in advance of the number of meals needed, as described:**

(Indicate deadline(s) for School to send meal orders, such as by a set time on the previous day or the same day of the meal service, and how notice will be provided, by telephone or in person. Also indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites.)

Meals will be of a standing order adjusted up or down with no later than an 8:00 a.m. call to Central High School

---

**B. Caterer will deliver meals as described:**

(For each site and meal service, indicate time(s) that each meal will be delivered, or time(s) that School will pick up meals at Caterer's site. If more than one site, indicate any differences between sites.)

School will pick-up meals at Central High School Cafeteria

---

**C. Responsibility for transport containers will be as described:**

(Indicate whether Caterer or School will be responsible for cleaning transport containers and, if applicable, schedule for Caterer to pick up or School to return transport containers. If more than one site, indicate any differences between sites.)

All transport containers will be returned to Central High School to rewash and sanitize daily.

Will pay the free meal rate of reimbursement for all meals picked up at Central \$2.86 2010-2011

---

**IV. MEAL CHARGES AND BILLING**

**A. School will pay the following charges for meals:**

(Indicate charge for each meal type. If applicable, indicate charges for extra milk, adult meals, or other. If more than one site, indicate any differences between sites.)

Will pay the free meal rate of reimbursement for all meals picked up at Central \$2.86 2010-2011

---

**B. Caterer will bill School as described:**

(Indicate whether Caterer will bill on weekly, bi-weekly, or monthly basis and when payment is due.)  
Meal counts for meals picked up will be billed at month end within 10 days and payment will be expected within 30 days

---

---

**V. CANCELLATION**

Either party may cancel this Contract as described:

(Indicate the number of days notice required for School or Caterer to cancel, which may not exceed 60 days.)

With a (5) day notice. Any cost to collect any past dues bills will be charged 15 cents a meal.

---

---

**VI. ADDITIONAL PROVISIONS AT OPTION OF SCHOOL AND CATERER**

Lake Superior High School may purchase additional food or supplies upon request.

---

---

---

**VII. SCHOOL CONTROL OF FOOD SERVICE**

School will maintain its responsibilities for administration of the food service, in accordance with regulations and policies for USDA School Nutrition Programs. School will:

- A. Retain control of the quality, extent, and general nature of the food service, including counting and claiming meals, and ordering and accounting for USDA commodities.
- B. Ensure that the food service operation is in conformance with School's agreement with the Minnesota Department of Education to participate in School Nutrition Programs.
- C. Retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation.
- D. Retain signature authority on the School Nutrition Programs agreement. Retain signature authority for the annual School Nutrition Programs application and monthly claims by electronically submitting required information to the Minnesota Department of Education.
- E. Retain control of the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals.
- F. Retain title to USDA donated foods. Ensure that all USDA donated foods made available to Caterer accrue only to the benefit of School's nonprofit school food service.

- G. Review, approve or deny, and verify applications for free and reduced-price school meals in accordance with 7 CFR 245. Provide hearings related to eligibility determinations in accordance with 7 CFR 245.7. Provide hearings related to adverse actions resulting from verification in accordance with 7 CFR 245.6a(e).
- H. Prepare all catering contract documents.
- I. Maintain all applicable health certifications and assure that all state and local health regulations are being met by Caterer if preparing or serving meals at a School facility.
- J. Monitor catered meals to ensure the food service is in conformance with program regulations.

#### VIII. HEALTH AND SANITATION

- A. School and Caterer agree that state and local health and sanitation requirements will be met at all times. Caterer will meet all state and local health regulations that apply to school facilities and any other facilities in which meals are prepared. Caterer will maintain applicable health certifications for any facilities outside the school in which meals are prepared. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. School will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

#### IX. RECORDKEEPING

- A. Caterer agrees to maintain full and accurate records, which School needs to meet its responsibility for claiming reimbursements through School Nutrition Programs. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; 3) daily number of meals furnished, by type of meal.
- B. Caterer shall submit at the end of each month copies of the records of menus and numbers of meals furnished to the Institution. Caterer shall submit copies of food production records to School upon request.
- C. Caterer agrees that books and records pertaining to the Caterer's food service fund will be made available to School upon request and agrees to retain all records for inspection and audit by representatives of the School, Minnesota Department of Education, U.S. Department of Agriculture, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except that in circumstances where audit findings have not been resolved the records must be retained beyond the 3-year period until resolution of the audit.

## X. ADDITIONAL CATERER RESPONSIBILITIES

Caterer agrees to the following, required by regulations for USDA School Nutrition Programs. Caterer will:

- A. Not offer a la carte food service unless free, reduced price and full price reimbursable meals are offered to all eligible children.
- B. Buy American domestic commodities and products for school meals to the maximum extent practicable. Domestic products are those that are produced in the United States and those that are processed in the United States substantially (51 percent or more) using agricultural commodities produced in the United States.
- C. Comply with the following as applicable, incorporated into the contract by reference:
  - i. All applicable parts of state energy conservation standards (Minn. Rules Chapter 216C) and the Minnesota Energy Code (Minn. Rules chapter 7670);
  - ii. The requirements established in USDA regulations concerning USDA rights to copyrights, patent rights and rights in data and reporting of discoveries and inventions.
  - iii. For contracts in excess of \$2,500: Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5);
  - iv. For contracts in excess of \$10,000: Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60);
  - v. For contracts in excess of \$100,000: All applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329).

## XI. CATERER CERTIFICATION STATEMENTS

- A. If the contract is for more than \$25,000 Caterer has completed and attached a signed copy of the "Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" form.
- B. If the contract is for more than \$100,000, Caterer has completed and attached the "Certification Regarding Lobbying" form and, if applicable as described on the "Certification Regarding Lobbying" form, the "Disclosure of Lobbying Activities" form.

**For School:**

School Lake Superior High School

Responsible Authority Name & Position Mike Degen - Principal

Responsible Authority Signature *Michael Degen*

Date 9/1/10

Contact Name & Phone Number Mike Degen - 218-529-2468

**For Caterer:**

Catering Company ISD #709 - Duluth Public Schools

Responsible Authority Name & Position William C. Hanson - Director of Business Services

Responsible Authority Signature *WCHanson*

Date 9/28/10

Contact Name & Phone Number Pamela Bowe, R.D. L.D. - 218-336-8700 x 1019

# Chart 1B

# SCHOOL LUNCH PATTERNS

## ENHANCED FOOD-BASED MENU PLANNING — Meal Pattern

FOOD COMPONENTS AND FOOD ITEMS	MINIMUM REQUIREMENTS				OPTION 1
	AGES 1 and 2	PRESCHOOL	GRADES K-6	GRADES 7-12	GRADES
<b>Milk</b> , fluid (as a beverage)	6 fl oz (3/4 cup)	6 fl oz (3/4 cup)	8 fl oz (1 cup)	8 fl oz (1 cup)	8 fl oz (1 c
<b>Meat or Meat Alternate</b> <sup>4,2,3,4,5</sup> (quantity of the edible portion as served):					
Lean meat, poultry, or fish	1 oz	1-1/2 oz	2 oz	2 oz	1-1/2 oz
Alternate protein products <sup>3</sup>	1 oz	1-1/2 oz	2 oz	2 oz	1-1/2 oz
Cheese	1 oz	1-1/2 oz	2 oz	2 oz	1-1/2 oz
Egg (large)	1/2 large egg	3/4 large egg	1 large egg	1 large egg	3/4 large e
Cooked dry beans or peas <sup>4</sup>	1/4 cup	3/8 cup	1/2 cup	1/2 cup	3/8 cup
Peanut butter or other nut or seed butters	2 Tbsp	3 Tbsp	4 Tbsp	4 Tbsp	3 Tbsp
Yogurt, plain or flavored, unsweetened, or sweetened – commercially prepared	4 oz or 1/2 cup	6 oz or 3/4 cup	8 oz or 1 cup	8 oz or 1 cup	6 oz or 3/
The following may be used to meet no more than 50% of the requirement and must be used in combination with any of the above: Peanuts, soynuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternate (1 oz of nuts/seeds = 1 oz of cooked lean meat, poultry, or fish). <sup>5</sup>	1/2 oz = 50% <sup>5</sup>	3/4 oz = 50% <sup>5</sup>	1 oz = 50%	1 oz = 50%	3/4 oz = 5
<b>Vegetable or Fruit</b> <sup>4,6</sup> Two or more servings of different vegetables, fruits, or both	1/2 cup	1/2 cup	3/4 cup plus an extra 1/2 cup over a week	1 cup	3/4 cup
<b>Grains/Breads</b> <sup>7</sup> (Servings per week): Must be enriched or whole-grain or made from enriched or whole-grain flour or meal that may include bran and/or germ. A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc., or 1/2 cup of cooked rice, macaroni, noodles, other pasta products, or cereal grains.	5 per week <sup>8</sup> -minimum of 1/2 per day	8 per week <sup>8</sup> -minimum of 1 per day	12 per week <sup>8</sup> -minimum of 1 per day <sup>9</sup>	15 per week <sup>8</sup> -minimum of 1 per day <sup>9</sup>	10 per we of 1 per d

<sup>1</sup> Must be served in the main dish or the main dish plus only one other menu item.

<sup>2</sup> Enriched macaroni with fortified protein may be used to meet part of the meat or meat alternate requirement.

<sup>3</sup> Alternate protein products must meet requirements in Appendix A of 7 CFR Part 210.

<sup>4</sup> Cooked dry beans or peas may be used as a meat alternate or as a vegetable, but not as both components in the same meal.

<sup>5</sup> Nuts and seeds are generally not recommended to be served to children ages 1-3 since they present a choking hazard. If served, nuts and seeds should be finely minced.

<sup>6</sup> No more than one-half of the total requirement may be met with full-strength fruit or vegetable juice.

<sup>7</sup> Enriched macaroni with fortified protein may be used as a meat alternate or as a grains/breads item, but not as both components in the same meal.

<sup>8</sup> For the purposes of this chart, a week equals 5 school days.

<sup>9</sup> Up to one grains/breads serving per day may be a grain-based dessert.