

## **Vended Meal Agreement with A National School Lunch Program (NSLP) Vendor**

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

### **A. Intent**

This contract is for entering into an agreement to purchase vended, served on site, meals for Little Lynx Preschool, referred to as the Sponsor. The party preparing meals, ISD 709-Lakewood Elementary School, Site ID 100002244, referred to as the Vendor, as the agreement will be between the Vendor and the Sponsor.

### **B. Meals, Meal Requirements**

The Vendor will prepare the following meals, Breakfast and lunch, which are consumed in the preschool classroom.

1. Meals will be served homestyle with the classroom teacher portioning food. Appropriate number of servings will arrive in bulk pans/bowls. Milk will arrive in individual cartons.
2. All meals provided shall conform with the U.S. Department of Agriculture's NSBP (National School Breakfast Program) and NSLP (National School Lunch Program) minimum meal requirements for those meals and the age group served.
3. The Vendor shall be liable for meals that do not meet the meal pattern requirements specified in the agreement or are unwholesome at the delivery time. The Sponsor shall not pay for such meals.

### **C. Meal Charges**

Each meal type is priced separately:

Meal Type	Estimated Servings Per Day	Estimated Annual Number of Serving Days	Price per Meal (Completed by Vendor)	Total Price
Breakfast	10	170	\$2.00	\$3400.00
Lunch	8	170	\$3.75	\$5100.00
<b>TOTAL</b>				<b>\$8500.00</b>

### **Ordering, and Payment**

1. The Sponsor shall notify the Vendor by telephone or in-person each Monday before 9:30 of the estimated number of meals needed for that week, per day. This helps with overproduction.

2. The Vendor shall, monthly, invoice the Sponsor. The Vendor shall bill the Sponsor each month by the 15th of the month following the delivery of meals.
3. The Vendor shall receive a fixed price per meal provided.

#### **D. Health & 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 appropriate temperatures. The Vendor's kitchen manager is certified in food safety through the Minnesota Department of Health.

The expectation after delivery of food to the room, is that it will be served immediately and not held for any length of time, as to avoid food safety issues. Once food had been delivered to the room, the responsibility becomes the Sponsors to serve the food as expected.

#### **E. Recordkeeping**

1. The Vendor agrees to keep all records related to this agreement, including food purchased, daily quantities prepared and daily menu records.
2. Individual student meal accounts will be retained and kept by the Sponsor, as needed. The Vendor does not need to know what students ate on what days.

#### **F. Terms and Termination**

1. This agreement shall be for one school year, effective 9/5/2023 to 6/6/24.
2. The Sponsor or the Vendor may terminate the agreement with or without cause by giving sixty (60) days written notice.

## AGREEMENT PAGE

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

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

This agreement shall be in effect for one year.

### SPONSOR:

\_\_\_\_\_  
Signature of Sponsor Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### VENDED MEAL COMPANY:

*Simone Zurich*  
\_\_\_\_\_  
Signature of Company Representative

*Simone Zurich*  
\_\_\_\_\_  
Name

*Exec. Dir. Finance, Business*  
\_\_\_\_\_  
Title

*August 10, 2023*  
\_\_\_\_\_  
Date

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



# State of Minnesota

## Joint Powers Agreement

SWIFT Contract Number: \_\_\_\_\_

This Agreement is between the State of Minnesota, acting through its Commissioner of the Office of Higher Education (“State”) and Duluth Public School District 0709-01 (“Governmental Unit”, SWIFT Vendor number VN0000194009\_6 ).

### Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of high schools and/or school districts to participate in free pilot program to promote college application and attendance for enrolled high school seniors (grade 12). Under Minnesota Statutes § 136A.84, the Direct Admissions Minnesota pilot program is designed to encourage all seniors to consider themselves “college material” by proactively notifying them of the colleges and universities that are eager to admit them. Students will receive a letter in early fall that lets them know which Minnesota colleges and universities will directly admit them, information about how to apply, and other essential next steps. High schools play a critical role in this process by working with OHE to review academic data, submit transcripts to colleges, communicate with students, parents, staff, and the local community, and assist with program operations and maintenance.

### Agreement

#### 1. Term of Agreement

- 1.1 Effective Date: September 15, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

## 2. Agreement between the Parties

The Governmental Unit agrees to perform the following tasks:

- Provide staff to administer the program
- Participate in training for school staff involved in the program
- Develop a roster of students eligible for and willing to participate in the program
- Complete the academic review for eligible students
- Confirm the dates that notifications will go out
- Test the software to make sure that appropriate functionality for the notifications
- Disseminate information to appropriate staff and stakeholders prior to notifications being sent
- Launch the program by sending paper and email notifications to students
- Track student selections via the student information system report and transmit data to the Minnesota Office of Higher Education on an agreed upon schedule
- Provide feedback to the Minnesota Office of Higher Education on program operations and student response
- Send transcripts for each student selecting one or more colleges for Direct Admissions to each college selected by the student within the timeframe indicated by the Office of Higher Education. The Governmental Unit may contract with a third party for e-transcript services to carry out this task.

The State agrees to perform the following tasks:

- Work with Governmental Unit's student information system vendors to make sure academic criteria have been loaded into the system
- Work with Governmental Unit's staff to sign appropriate data sharing agreements
- Provide training for school staff involved in the program
- Provide content for the notifications to students and parents
- Disseminate information and provide training to staff, leadership, and others in preparation for initial notifications
- Disseminate information and provide info sessions to parents, programs, and community groups in preparation for initial notifications
- Receive information from schools on student selections
- Disseminate information on student selections to participating colleges
- Hold program meetings to gather feedback on program operations and student response
- Disseminate follow-up reports every 2 weeks for schools and districts on Direct Admissions participation rates across the pilot schools from September 15-November 30 yearly.

## 3. Payment

- a) The State will pay for all services performed by the Governmental Unit under this agreement based on the number of enrolled students receiving a student notification in the fall period of their senior year at each participating school as part of the Direct Admissions program.

Payment for services is limited to schools participating in Direct Admissions under the authority of the Governmental Unit, which include:

- Denfeld High School (MDE ORG # 0709-01-215),
- East High School (MDE ORG # 0709-01-220),
- Duluth Area Learning Center (MDE ORG # 0709-01-611), and
- Academic Excellence Online (MDE ORG # 0709-01-650).

The obligation of the State for services performed pursuant to Clause 2 is detailed in Exhibit 1 and will not exceed:

- \$2,500 per school for fiscal year 2024 with 1-99 students;
  - \$5,000 per school for fiscal year 2024 with 100-499 students;
  - \$7,500 per school for fiscal year 2024 with 500-799 students; or
  - \$10,000 per school for fiscal year 2024 with 800 or more students.
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- \$2,500 per school for fiscal year 2025 with 1-99 students;
  - \$2,500 per school for fiscal year 2025 with 100-499 students;
  - \$5,000 per school for fiscal year 2025 with 500-799 students; or
  - \$5,000 per school for fiscal year 2025 with 800 or more students.

- b) **Optional Services.** The State authorizes the Governmental Unit to contract for e-transcript services for use in Direct Admissions. The obligation of the State for contracted e-transcript services under this Agreement will not exceed \$7623 in fiscal year 2024, and \$7623 in fiscal year 2025.
- c) **Total Obligation.** The total obligation of the State under this agreement will not exceed \$25,000.
- d) **Payments.** Payments shall be made by the State after the Governmental Unit's presentation of request for payment for services performed as demonstrated by:
- Written notification of the number of students enrolled and receiving a student notification as part of the Direct Admissions program,
  - Transfers the first initial file of data per fiscal year collected by the Governmental Unit for Direct Admissions administration by the State, and
  - The written acceptance of such services by the State's Authorized Representative pursuant to Clause 4.

**Payments for Optional Services.** If the Government Unit requests payment for coverage of transcript costs for Direct Admissions, the Governmental Unit must submit a copy of the invoice for transcript services from the transcript vendor, and the invoice must be accepted by the State.

Request for payment shall be submitted timely and in a form prescribed by the State as shown in Exhibit 2 and according to the following schedule:

- By December 31, 2023 for services performed August 1, 2023-December 15, 2023, and
- By December 31, 2024 for services performed August 1, 2024-December 15, 2024.

#### **4. Authorized Representatives**

The State's Authorized Representative is Meredith Fergus, Director of Research/Co-Manager of Direct Admissions, 651-259-3963, meredith.fergus@state.mn.us, or his/her successor.

The Governmental Unit's Authorized Representative is Simone Zunich, Executive Director of Business Services, simone.zunich@isd709.org (218) 336-8700, or his/her successor.

#### **5. Assignment, Amendments, Waiver, and Contract Complete.**

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **6. Indemnification.**

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

## **7. State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

## **8. Government Data Practices.**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental

**Exhibit 1. Obligation by Participating School**

School Name	MDE ORG Number	Estimated 12th Grade Enrollment 2023-2024	Program Funding 2023-2024	Program Funding 2024-2025	Total
Denfeld High School	0709-01-215	257	\$5,000	\$2,500	\$7,500
East High School	0709-01-220	393	\$5,000	\$2,500	\$7,500
Duluth Area Learning Center	0709-01-611	28	\$2,500	\$2,500	\$5,000
Academic Excellence Online	0709-01-650	28	\$2,500	\$2,500	\$5,000
District Total			\$15,000	\$10,000	\$25,000

**Exhibit 2. Sample Invoice**

## Example Invoice

**Land of Ice and Snow High School**

Date: 12/01/2022

Contact Person: Jane Smith  
 234 Firewood Lane  
 Viking, MN 55108  
 555-444-333  
 business.office@LIS.k12.mn.us

SWIFT Contract

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**Bill To:**  
 Meredith Fergus, Direct Admissions  
 Minnesota Office of Higher Education  
 1450 Energy Park Drive Suite 350  
 St. Paul, MN 55108  
 651-259-3963  
 meredith.fergus@state.mn.us; ar.ohe@state.mn.us

DESCRIPTION	AMOUNT
Number of student notifications sent: 99	\$ 2,500.00
E-transcript Costs: Parchment Subscription & Set-Up	\$ 1,050.00
<b>Total</b>	<b>\$ 3,550.00</b>



**Signatures.**

**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

SWIFT Contract No. \_\_\_\_\_

**2. Governmental Unit**

Print Name: Simone Zimich

Signature: Erec Director PS Services

Title: Director Date: 9/5/23

**3. State Agency**

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Admin ID: \_\_\_\_\_