

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 8/31/11, between Harbor City International 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 9/8/2011 through 07/11/2011.

Caterer will provide meals to the following School locations:

Harbor City International 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 will be served in bulk to be distributed by the staff at Harbor City International School

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 Denfeld 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 Denfeld 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 or reimbursement for all meals picked up at Central \$3.00 2011-2012

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 \$3.00 2011-2012

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

Harbor City International 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.

For School:

School Harbor City International School

Responsible Authority Name & Position Emma Rustan-332 W. Michigan St. Duluth, MN

Responsible Authority Signature 

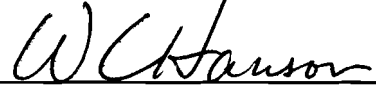
Date 9/1/2011

Contact Name & Phone Number Emma Rustan 218-428-1189

For Caterer:

Catering Company ISD #709 - Duluth Public Schools

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

Responsible Authority Signature 

Date 9/7/11

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 FOR GRADES K-6
	AGES 1 and 2	PRESCHOOL	GRADES K-6	GRADES 7-12	GRADES K-6	
Milk, 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 cup)	
Meat or Meat Alternate ^{1, 2, 3, 4, 5} (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 ⁶	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 egg	
Cooked dry beans or peas ⁴	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 3/4 c	
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, soy nuts, tree nuts, or seeds, as listed in the plan guide, or an equivalent quantity of any combination of the above meat or meat alternate, 1/2 oz of nuts/seeds = 1 oz of cooked lean meat, poultry, or fish.	1/2 oz = 50%	3/4 oz = 50%	1 oz = 50%	1 oz = 50%	3/4 oz = 50%	
Vegetable or Fruit ⁷ (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	
Grains/Breads ⁸ (Serving per week. Must be enriched or whole-grain or 100% whole-grain)	5 per week - minimum	8 per week - minimum	12 per week - minimum	15 per week - minimum	10 per week	

**Duluth Public School District
AND
Edison Charter Schools**

**AGREEMENT FOR PURCHASE OF SERVICE FOR
DEAF/HARD OF HEARING
SPECIAL EDUCATION TEACHER SERVICES**

The following is an Agreement between *Duluth Public Schools*, (hereafter referred to as the Service Provider) and Edison Charter Schools. This Agreement shall be effective *September 1, 2011 – June 30th 2012*.

I. The Service Provider Agrees:

- A. To provide evaluation, treatment and consultation services for students with a disability and who have IEP/IFSP/IIPs documenting the need for such services under contract at Edison Charter Schools. Services shall also be provided to assist in the evaluations of students identified in the evaluations process. Treatment services shall be provided as prescribed by the students IEP in order to meet the goals as determined by the IEP team.

- B. Not to exceed (185) hours of Deaf/Hard of Hearing Special Education teacher for Edison Charter School.

II. Edison Charter Schools Agrees:

- A. To pay Duluth Public Schools for Deaf/Hard of Hearing Special Education Teacher at the contract rate of \$60.00 per hour.
- B. To remit to the Service Provider, upon receipt yearly invoice, the amount due and owing for the services provided.
- C. The Director of Special Education at Edison Charter Schools shall supervise the contracted services to ensure that services are provided in accordance with students IEPs.

ADDITIONAL CONDITIONS

- 1. The Service Provider and Edison Charter School will comply with all state and federal reporting requirements. The Service Provider and Edison Charter School will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.

- 2. The Service Provider will consent to disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.

3. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the contractor to file tax returns, pay delinquent taxes or other state liabilities.
4. Services must be provided to the satisfaction of the Edison Charter Schools and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Service Provider will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.

CANCELLATION

This agreement may be cancelled by The Service Provider or Edison Charter School at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, the contractor shall be entitled to payment, determined on a pro rata basis, for work performed to Edison Charter Schools satisfaction.

AMENDMENTS

Amendments must be in writing and indicate approval by both parties to the amended terms.

STATE AUDIT

The books, records, documents and accounting procedures of the contractor and its employees relevant to this agreement must be made available by the STATE for a minimum of 6 years from the end of the agreement.

LIABILITY

The contractor agrees to indemnify, save and hold the district/agency; its employees harmless from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the contractor and its agents or employees.

Agreed to by:

Edison Charter School

**Duluth Public Schools
ISD 709**

By _____

By WCHanson

Title _____

Title CFO

Date _____

Date 9/14/11