Sample Catering Agreement for Meals between a School System and Local Education Agency

School Breakfast/Lunch Agreement
For Meals to be Served

For the school year 2007 – 2008, _____Name of School System____ hereinafter known as the Food Service Management Company (SCHOOL SYSTEM) agrees to enter into a contract with _______Name of LEA____________, hereinafter known as Local Education Agency (LEA), for the purpose of providing nutritious meals to carry out the provisions of the National School Lunch Program (NSLP).

Effective dates of the contract are from July 1, 2007 to June 30, 2008, but no sooner than the contract is signed by both parties. Contract does not exceed one year (7CFR Part 210.16(d)).

A. School System Furnishing Meals agrees that:

1. Menus and meals shall be prepared which meet requirements as specified in 7CFR Parts 210.10 (NSLP) of USDA regulations. School personnel responsible for the preparation of menus will maintain a copy of these regulations to ensure proper menu planning is utilized in accordance with the LEA’s agreement and menu planning option to operate NSLP;

2. Meals shall be prepared and delivered to the following location:

____________________________

____________________________

3. The 21 day menu cycle attached to this Contract shall be adhered to for the first 21 days of meal service. Changes to the cycle may be made only with the approval of the Local Education Agency (7CFR Part 201.16(b)(1)). Menus with serving sizes must be submitted to the school one week in advance of service.

4. It will offer free, reduced price, and full price reimbursable meals to all eligible children in order to offer a la carte food service (7CFR Part 210.16(a));

5. School System agrees that it will comply with the “Buy American” when purchasing food.

6. All books and records pertaining to the school feeding operation shall be retained for a period of three (3) federal fiscal years after the LEA submits the final Claim for Reimbursement for the fiscal year. These records shall be maintained by (Name of School System) and are available to the Comptroller General, USDA, the SA or its designee, and the LEA at any reasonable time and place for the purpose of
making audit, examination, excerpts, and transcriptions (7CFR Part 210.23(c) and Part 3016.36). If audit findings have not been resolved, the records must be retained beyond the 3-year period for as long as required for the resolution of the issues raised by the audit (7CFR Part 210.16(c)(1) and 210.23(c));

7. Certification of compliance exists with the following Acts and regulations:

   Energy Policy and Conservation Act (Part 3016.36);

   Provisions of the Contract Work Hours and Safety Standards Act for those contracts involving food service workers whose duties are manual or physical in nature (Part 3016.36);

   Executive Order 11246 entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 and Department of Labor Regulations (Part 3016.36);

B. LEA Agrees that it Shall:

1. Retain signature authority for the agreement with the State agency to participate in NSLP including the LEA’s free and reduced price policy statement; and the monthly Claim for Reimbursement (7CFR Part 210.16(a)(5));

2. Retain responsibility to ensure that the food service operation is in conformance with the LEA’s agreement under the program (7CFR Part 210.16(a)(2));

3. Establish and maintain an advisory board made up of parents, teachers, and students to assist in menu planning (7CFR Part 210.16(a)(8));

4. Insure that no payment will be made for meals that do not meet detailed specifications as developed by the LEA for each food component or menu item specified in the meal pattern requirements of CFR Part 210; are spoiled or unwholesome at the time of delivery, or do not otherwise meet the requirements of this contract (7CFR Part 210.16(c)(3));

5. Retain responsibility to retain control of the quality, extent, and general nature of its food service (7CFR Part 210.16(a)(4)). LEA representatives have the option to discuss with the SCHOOL SYSTEM any area of non-performance in order to meet all requirements and regulations on a daily basis.

6. Payment shall be made to the SCHOOL SYSTEM at the rate of $___________ per meal.

7. Maintain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation (&CFR Part 210.16(a)(4));
8. Establish all prices, including price adjustments, for meals served under the nonprofit school food service account (e.g., pricing for all reimbursable meals, a la carte service and vending machines, and adult meals) (&CFR Part 210.16(a)(4)).

C. Further, the LEA and SCHOOL SYSTEM Mutually Agree That:

1. Either party may cancel for cause with a 60-day notification (7CFR Part 210.16(d));
2. That no child shall be discriminated against on the basis of race, color, national origin, age, sex, or disability. Both parties also mutually agree that no child’s eligibility category shall be overtly identified through actions of the LEA or the SCHOOL SYSTEM or any of their staff;
3. All applicable health certifications will be maintained and the parties assure that all State and local regulations are being met by a SCHOOL SYSTEM preparing or serving meals at a LEA facility (7CFR Part 210.16(a)(7));
4. Contracts may be renewed annually with no more that four (4) additional extensions from the initial year upon written agreement by both parties (7CFR 210.16(d)); Any price decrease or increase at time or renewal shall be based upon the Consumer Price Index.
5. Billing will be made monthly with payment being made no later than 20 days after billing.
6. No indebtedness of any kind incurred or created by (Name of LEA) shall constitute an indebtedness of the State or its political subdivision, and no indebtedness of (Name of LEA) shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivision.

Name of Local Education Agency                      Name of School System
By: ___________________________                      By: ___________________________
Title: ___________________________                    Title: ___________________________
Date: ___________________________                      Date: ___________________________

Please attach:
- A copy of Organizational Chart by LEA
- Copy of Menus from School System