

## **Food Services Agreement**

This agreement made this 1<sup>st</sup> day of July 2018 by and between Meade School District, hereinafter referred to as MSD and Janelle Peterson hereinafter referred to as JP. In consideration of the mutual promises set forth in this Agreement, it is agreed by and between MSD and JP as follows:

JP shall provide supervision, guidance, training, and technical assistance to MSD Food Services employees to ensure compliance with the rules and regulations of the SD DOE Child and Adult Nutrition Services.

JP shall notify MSD's authorized representative of all proposed operational and changes of a general nature in the MSD "Food Services Program" and obtain approval before implementation of proposed changes.

JP shall provide oversight and training to MSD Food Services employees to ensure compliance with the rules and regulations of the South Dakota Department of Education/Child and Adult Nutrition Services Agency (CANS-DOE), the United States Department of Agriculture (USDA), including a HACCP (Hazard Analysis and Critical Control Point) food safety program, as required by USDA.

JP shall provide menu writing assistance to ensure menus that meet the USDA requirements for child nutrition programs and utilize products from the RCHCLDM contract.

JP shall provide guidance and training to MSD site manager on food ordering and procurement (bidding) requirements.

JP shall provide work with MSD site manager to identify key performance indicators that will assist MSD in budgeting and fiscal responsibility.

JP shall provide supervision, guidance, and training to MSD food services employees to enable them to maintain accurate meal counts.

JP shall provide onsite training, one on one with food service staff twice a month (total of 10 hours a month on site). Topics will include production records, food safety, and sanitation, identifying a reimbursable meal, meal pattern/meal components, offer vs. serve, teambuilding, standardization of processes, customer service, smart snacks, and other topics necessary to meet the annual training requirements of USDA's professional standards.

JP shall provide supervision, guidance, and training to MSD food services employees to enable them to maintain accurate production records.

JP will periodically conduct an onsite Edit Check Audit at MSD sites to verify accurate point of service procedures.

JP shall recommend equipment purchases to the MSD Authorized Representative or designee for approval. JP will provide MSD with recommended specification for each piece of equipment. MSD is responsible for the purchase and installation of new equipment.

JP will work with MSD site manager to select which Federally Donated USDA Foods will be utilized by MSD. JP's shall recommend food items based on MSD menu and available space at MSD. JP will assist in completing annual survey. MSD will accept delivery, and return all necessary paperwork to CANS-DOE via I-CAN.

JP will work with MSD site manager to order Department of Defense (DOD) produce. Shipments will be received by MSD. Signed receipts for these items shall be forwarded by the site manager to the MSD Business Office.

JP shall assist the MSD authorized representative in interviewing potential candidates for MSD food service openings if requested.

JP shall report employee issues to MSD authorized representatives and assist with disciplinary actions (if requested) using MSD policies and regulations regarding personnel action.

JP will assist (if requested) MSD Superintendent or Authorized Representative, using MSD forms and procedures, with annual evaluation of MSD site manager. JP will assist (if requested) MSD site manager with evaluations of MSD food service employees. These evaluations shall be reviewed and signed by the MSD Superintendent or Authorized Representative.

The final responsibility for the disciplinary actions of all MSD food services employees rests with the MSD superintendent or authorized representative.

MSD shall be responsible for obtaining and posting all licenses, permits, and notices as required by federal, state, or local law. These include, but are not limited to: "And Justice for All Poster", and kitchen health inspection reports. A copy of each MSD health inspection report will be sent to JP. JP shall offer professional assistance and training for any violation(s) noted in the MSD kitchen inspection report. Ultimate responsibility for violation correction lies with the MSD.

JP shall offer professional assistance to MSD site manager, superintendent, or authorized representative with completion of FFVP grant, and other child nutrition grants.

JP shall offer professional assistance to MSD business office to design, implement, and maintain financial records that display the profit or loss of the MSD school kitchen operation.

JP shall submit, in writing, to MSD Superintendent, proposals of recommended changes necessary to maintain the financial solvency of the "Food Services Program". These changes may include but are not limited to: meal price increases, labor hour cuts, salary schedule adjustments, serving line adjustments, use of USDA donated foods. JP and MSD representatives shall meet to negotiate and implement any changes that both parties agree are necessary.

JP shall receive, in consideration for the services described herein, a sum of \$12,000. A \$6,000 payment from MSD to JP shall be due in July and January. JP will be required to submit an invoice before payment is received.

The term of this contract shall be July 1, 2018 and terminate on June 30, 2019. In the event that either party breaches a provision of the agreement, the non-breaching party may terminate the agreement for cause if the breach is not remedied within thirty (30) days after the breaching party's receipt of written notice of the breach and the demand from the non-breaching party that it be remedied. The MSD financial commitments in this agreement are subject to annual appropriation of funds by the MSD Board of Education. Failure of said appropriation shall be considered as termination without cause. Contract may be automatically renewed annually upon agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first written above.

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_  
(MSD Authority)

Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_  
(Consultant)

Date \_\_\_\_\_