



**TRI-COUNTY REGIONAL SCHOOL BOARD
POLICY and PROCEDURES**

Title	Effective Date	Revision Date	No. of Pages
NO. 529 FOOD SERVICE DELIVERY IN SCHOOLS	<i>June 2008</i>	<i>March 2, 2010</i>	<i>Page 1 of 14</i>

It is the policy of the Tri-County Regional School Board to ensure schools that provide food service delivery do so in accordance with the following procedures.

Rationale

The Tri-County Regional School Board believes that school cafeterias, whether they are major operations or small operations run by volunteers, play a vital role in providing food programs for students. The procedures outlined in this policy provide schools with a framework that addresses liability and financial issues.

PROCEDURE under Policy 529

There are two types of food service programs that are offered in schools; School Operated and Contracted Out.

A School Operated food service program provider may register as a Society with Registry of Joint Stock Companies. A School Operated food service program provider that is registered as a Society must have a *Cafeteria Society Memorandum of Agreement* to operate that is signed by the Tri-County Regional School Board (Appendix A).

If a School Operated food service program provider does not register as a Society, it must form a school based Management Team, convened by the Principal, which acts on behalf of the school, to oversee the operation. A School Operated food service program provider that is NOT registered as a Society, but chooses to operate as a Management Team, must have a *Cafeteria Management Team Memorandum of Agreement* to operate that is signed by the Tri-County Regional School Board (Appendix B).

A Contracted Out food service program provider must be overseen by a school based Committee, convened by the Principal, which acts on behalf of the school. A *Contractor Template* for a Contracted Out food service program provider is included as Appendix C.

PROCEDURE under Policy 529

All proposals from prospective Contracted Out food service program providers are to be submitted to the SAC Chair. The SAC chooses a selection committee, which should be comprised of, but not exclusive to, principal, staff, community member, central office staff. If any member of the selection committee has a conflict of interest, they shall excuse themselves from the process.

Members of the Society, Management Team, and Committee should be comprised of, but not exclusive to, school administration, staff, School Advisory Council Member, parents or community members, Student Council Member.

1. Registration with the Registry of Joint Stock Companies includes the filing of minutes of the Annual Meeting, year end financial statement, the list of the members of the Society as well as the payment of an annual registration fee.
 - a) A copy of the registration is to be forwarded to the Director of Finance who will provide a report to the Corporate Services Committee in June and December of each year.
2. A template for the *Cafeteria Society Memorandum of Agreement* between the Tri-County Regional School Board and the Cafeteria Society is included as 'Appendix A' and must include:
 - a) Provision for the distribution of any profits.
 - b) Provision to the School Board of an annual financial statement.
3. A School Operated food service program will be insured through the School Insurance Program (SIP). The Management Team will be responsible for the selection of staff and volunteers, establishing hourly rates of pay, assisting in the development of menus and pricing, arranging for the appropriate Department inspections, ensuring that Fire Regulations are adhered to.

APPENDIX A

THIS MEMORANDUM OF AGREEMENT made as of the ____ day of _____, 20__.

BETWEEN:

TRI-COUNTY REGIONAL SCHOOL BOARD, a body corporate pursuant to the Education Act of Nova Scotia;

(hereinafter called the “Board”)

OF THE FIRST PART

- and -

_____ **CAFETERIA SOCIETY**, a registered society incorporated under the provisions of the *Societies Act* with headquarters at _____ in the County of _____ and Province of Nova Scotia;

(hereinafter called the “Society”)

OF THE SECOND PART

WHEREAS the Society has agreed with the Board to provide cafeteria service at _____

_____ in _____ Nova Scotia (the “School”) on the

terms and conditions herein set out.

AND WHEREAS the parties hereto have agreed as follows:

1. The Society shall provide cafeteria services at the School and shall have exclusive right to provide cafeteria services and the sale of all food and beverages in the School, on the terms and conditions herein contained.
2. Food services provided by the Society shall include preparation and service of meals, sale of beverages and the sale of all other food items in the School, all such items of food and beverages as shall be required and approved by the Board, for such persons as authorized to be served by the Board. The only exception to this is special fund raising events approved by the School Principal.
3. The parties hereto agree that the financial terms of this Agreement shall be as follows:
 - a) The Society shall retain all the gross revenues from the cafeteria sales, sales of food and beverages in the School and any special events in the School catered to by the Society.
 - b) The Society shall operate all food services at its sole cost and expense and at no cost to the Board (except as may be set out expressly in this Agreement).

- c) The Society shall maintain proper accounts and records of all transactions of the Society in accordance with generally accepted accounting principles, which accounts and records shall be opened for inspection by any person authorized by the Board at any time or times.
 - d) The Society shall not be required to pay the Board a percentage of gross revenues from cafeteria sales; however, the Society shall be responsible for the cost of all equipment and replacement of same.
4. The Society shall at all times comply with all the legal requirements of any competent body, whether Municipal, Provincial or Federal relating to health and sanitation and shall ensure that all areas of the School occupied by the Society under the terms of this Agreement shall at all times be kept clean and sanitary. The parties hereto recognize that the Board shall provide custodial services provided herein, but the Society shall be responsible to report to the proper officer of the Board if any unsanitary conditions exist at any time in the areas occupied by the Society.
5. The Society shall comply with any legal requirement of the Province of Nova Scotia with respect to any employees of the Society, including, without limiting the generality of the foregoing, the Worker's Compensation Act and the Labour Standards Code.
6. The Society shall at all times maintain an adequate staff of employees on duty at the premises for efficient operation thereat, and provide administrative, purchasing, and personnel advice and supervision. The Society will offer employment, wherever possible, to local residents. All employees/volunteers will have completed the Child Abuse Registry and RCMP Police Check and submitted such forms to the School for review. The Society will not be required to retain those who do not meet its standards, nor those in excess of the number required for efficient operation.
7. The Board shall provide and supply at its own expense the following:
- a) Telephone service (excluding long distance service), heat, light, power, fuel, water (both hot and cold), sufficient to meet sanitary standards for dish washing;
 - b) Electric lights, including fixtures and light bulbs;
 - c) Custodial service as defined in their Collective Agreement.
8. The Society shall provide and supply at its own expense the following:
- a) Keep the equipment in the facilities in a clean and sanitary condition and allow any authorized representative of the Board access to the facilities at any reasonable time to examine the condition thereof;
 - b) Take all reasonable measures to prevent waste or damage to supplies, materials, equipment and premises; ensure proper care and maintenance of equipment and premises;
 - c) Keep kitchen, storage areas, and serving areas in a clean and sanitary condition including walls to the height of ten (10) feet.
9. The Board shall at all times comply with the legal requirements of any competent body whether Municipal, Provincial, Federal or otherwise relating to the supply of space and equipment and the supply of electricity, gas, plumbing and drainage services and the required equipment and maintenance for cleaning and painting of walls, ceilings, pest control and garbage removal.

10. The Society shall reimburse the Board for any damage occasioned to the property of the Board through the negligence or wilful act of the Society's officers and employees, but not for any loss or damage to property of the Board for normal wear and tear or damage or loss for which the Board is otherwise insured.
11. The Society shall ensure that during the existence of this Agreement:
 - a) Subject to the approval of the Board, provide during hours established by the School Principal, adequate supplies and staff to efficiently provide the required noon lunches and other refreshments and goods for sale to students and school staff and any guest of the school or of the School Board;
 - b) Observe all policies and regulations of the School Board and having regard to the fact that the cafeteria is incidental to the proper functioning of the School in general;
12. The Society may lock the kitchens but shall provide access and a key to the Principal of the School. Caretaking staff of the School shall have access at all times required for cleaning purposes.
13. The Society may cater any special student functions that have been approved by the Principal of the School.
14. Should there be default of either party in the obligations and provisions of the Agreement, the other party may serve written notice of such default or contravention to the parts in default. If within ten (10) days after receipt of the said written notification, the party so notified does not make good the default or cease the contravention, the parts not in default may terminate this Agreement by giving, in the case of the Board, five (5) days written notice of termination of the Society and in the case of the Society, by giving twenty (20) days written notice of termination to the Board.
15. The Board may immediately terminate this Agreement if the local medical officer of health or other competent authority notifies the Board that:
 - a) The preparation, packaging, storing or shipping of foods by the Society is condemned as unsanitary in any respect;
 - b) The bacteria content of any food fails to meet legal standards;
 - c) Any other condition exists which, in the opinion of such officer or competent authority, results in the food being unfit or unsafe for human consumption.
16. In the event of termination of this Agreement, all adjustments necessary shall be made between the parties to the date of termination.
17. The initial term of this Agreement shall be from the date hereof to _____. The Board shall have the right to terminate this Agreement on 30 days prior written notice to the Society and the Society shall have the right to terminate this Agreement on 60 days prior written notice to the Board, which notice of termination shall be given before the renewal of this Agreement, and failing receipt of such notice of termination, or failing termination as elsewhere provided in this Agreement, this Agreement shall renew annually from year to year.

18. Any notice required hereunder shall be sufficient if delivered personally, sent by fax or mailed by prepared registered mail to the Board:

Tri-County Regional School Board
79 Water Street
Yarmouth, NS
B5A 1L4
Fax Number: (902) 749-5660

or to the Society at:

or such other addresses as either party may give to the other by written notice.

19. The parties hereto recognize and agree that the Society may subcontract the supply of food services to a third party, but not withstanding any such subcontract, the Society shall be responsible to the Board for all of its obligations hereunder.

In witness whereof this Agreement has been executed by the authorized signing officers of the parties hereto the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of

TRI-COUNTY REGIONAL SCHOOL BOARD

PER: _____
Chair

PER: _____
Superintendent

CAFETERIA SOCIETY

PER: _____

PER: _____

APPENDIX B

THIS MEMORANDUM OF AGREEMENT made as of the ____ day of _____, 20__.

BETWEEN:

TRI-COUNTY REGIONAL SCHOOL BOARD, a body corporate pursuant to the Education Act of Nova Scotia;

(hereinafter called the “Board”)

OF THE FIRST PART

- and -

_____ **CAFETERIA MANAGEMENT TEAM** with
headquarters at _____ in the County of _____ and
Province of Nova Scotia;

(hereinafter called the “Management Team”)

OF THE SECOND PART

WHEREAS the Management Team has agreed with the Board to provide cafeteria service at
_____ in _____ Nova Scotia
(the “School”) on the
terms and conditions herein set out.

AND WHEREAS the parties hereto have agreed as follows:

1. The Management Team shall provide cafeteria services at the School and shall have exclusive right to provide cafeteria services and the sale of all food and beverages in the School, on the terms and conditions herein contained.
2. Food services provided by the Management Team shall include preparation and service of meals, sale of beverages and the sale of all other food items in the School, all such items of food and beverages as shall be required and approved by the Board, for such persons as authorized to be served by the Board. The only exception to this is special fund raising events approved by the School Principal.
3. The parties hereto agree that the financial terms of this Agreement shall be as follows:
 - a) The Management Team shall retain all the gross revenues from the cafeteria sales, sales of food and beverages in the School and any special events in the School catered to by the Management Team.
 - b) The Management Team shall operate all food services at its sole cost and expense and at no cost to the Board (except as may be set out expressly in this Agreement).

- c) The Management Team shall maintain proper accounts and records of all transactions of the Management Team in accordance with generally accepted accounting principles, which accounts and records shall be opened for inspection by any person authorized by the Board at any time or times.
 - d) The Management Team shall not be required to pay the Board a percentage of gross revenues from cafeteria sales; however, the Management Team shall be responsible for the cost of all equipment and replacement of same.
4. The Management Team shall at all times comply with all the legal requirements of any competent body, whether Municipal, Provincial or Federal relating to health and sanitation and shall ensure that all areas of the School occupied by the Management Team under the terms of this Agreement shall at all times be kept clean and sanitary. The parties hereto recognize that the Board shall provide custodial services provided herein, but the Management Team shall be responsible to report to the proper officer of the Board if any unsanitary conditions exist at any time in the areas occupied by the Management Team.
5. The Management Team shall comply with any legal requirement of the Province of Nova Scotia with respect to any employees of the Management Team, including, without limiting the generality of the foregoing, the Worker's Compensation Act and the Labour Standards Code.
6. The Management Team shall at all times maintain an adequate staff of employees on duty at the premises for efficient operation thereat, and provide administrative, purchasing, and personnel advice and supervision. The Management Team will offer employment, wherever possible, to local residents. All employees/volunteers will have completed the Child Abuse Registry and RCMP Police Check and submitted such forms to the School for review. The Management Team will not be required to retain those who do not meet its standards, nor those in excess of the number required for efficient operation.
7. The Board shall provide and supply at its own expense the following:
- a) Telephone service (excluding long distance service), heat, light, power, fuel, water (both hot and cold), sufficient to meet sanitary standards for dish washing;
 - b) Electric lights, including fixtures and light bulbs;
 - c) Custodial service as defined in their Collective Agreement.
8. The Management Team shall provide and supply at its own expense the following:
- a) Keep the equipment in the facilities in a clean and sanitary condition and allow any authorized representative of the Board access to the facilities at any reasonable time to examine the condition thereof;
 - b) Take all reasonable measures to prevent waste or damage to supplies, materials, equipment and premises; ensure proper care and maintenance of equipment and premises;
 - c) Keep kitchen, storage areas, and serving areas in a clean and sanitary condition including walls to the height of ten (10) feet.
9. The Board shall at all times comply with the legal requirements of any competent body whether Municipal, Provincial, Federal or otherwise relating to the supply of space and equipment and the supply of electricity, gas, plumbing and drainage services and the required equipment and maintenance for cleaning and painting of walls, ceilings, pest control and garbage removal.

10. The Management Team shall reimburse the Board for any damage occasioned to the property of the Board through the negligence or wilful act of the Management Team's officers and employees, but not for any loss or damage to property of the Board for normal wear and tear or damage or loss for which the Board is otherwise insured.
11. The Management Team shall ensure that during the existence of this Agreement:
 - a) Subject to the approval of the Board, provide during hours established by the School Principal, adequate supplies and staff to efficiently provide the required noon lunches and other refreshments and goods for sale to students and school staff and any guest of the school or of the School Board;
 - b) Observe all policies and regulations of the School Board and having regard to the fact that the cafeteria is incidental to the proper functioning of the School in general;
12. The Management Team may lock the kitchens but shall provide access and a key to the Principal of the School. Caretaking staff of the School shall have access at all times required for cleaning purposes.
13. The Management Team may cater any special student functions that have been approved by the Principal of the School.
14. Should there be default of either party in the obligations and provisions of the Agreement, the other party may serve written notice of such default or contravention to the parts in default. If within ten (10) days after receipt of the said written notification, the party so notified does not make good the default or cease the contravention, the parts not in default may terminate this Agreement by giving, in the case of the Board, five (5) days written notice of termination of the Management Team and in the case of the Management Team, by giving twenty (20) days written notice of termination to the Board.
15. The Board may immediately terminate this Agreement if the local medical officer of health or other competent authority notifies the Board that:
 - a) The preparation, packaging, storing or shipping of foods by the Management Team is condemned as unsanitary in any respect;
 - b) The bacteria content of any food fails to meet legal standards;
 - c) Any other condition exists which, in the opinion of such officer or competent authority, results in the food being unfit or unsafe for human consumption.
16. In the event of termination of this Agreement, all adjustments necessary shall be made between the parties to the date of termination.
17. The initial term of this Agreement shall be from the date hereof to _____. The Board shall have the right to terminate this Agreement on 30 days prior written notice to the Management Team and the Management Team shall have the right to terminate this Agreement on 60 days prior written notice to the Board, which notice of termination shall be given before the renewal of this Agreement, and failing receipt of such notice of termination, or failing termination as elsewhere provided in this Agreement, this Agreement shall renew annually from year to year.

18. Any notice required hereunder shall be sufficient if delivered personally, sent by fax or mailed by prepared registered mail to the Board:

Tri-County Regional School Board
79 Water Street
Yarmouth, NS
B5A 1L4
Fax Number: (902) 749-5660

or to the Management Team at:

or such other addresses as either party may give to the other by written notice.

19. The parties hereto recognize and agree that the Management Team may subcontract the supply of food services to a third party, but not withstanding any such subcontract, the Management Team shall be responsible to the Board for all of its obligations hereunder.

In witness whereof this Agreement has been executed by the authorized signing officers of the parties hereto the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of

TRI-COUNTY REGIONAL SCHOOL BOARD

PER: _____
Chair

PER: _____
Superintendent

CAFETERIA MANAGEMENT TEAM

PER: _____

PER: _____

APPENDIX C

CONTRACTOR TEMPLATE

For

Cafeteria Services Provided by Outside Business

IMPORTANT: *All proposals from prospective Contracted Out food service program providers are to be submitted to the SAC Chair. The SAC chooses a selection committee, which should be comprised of but not excluding, principal, staff, community member, central office staff. If any member of the selection committee has a conflict of interest, they shall excuse themselves from the process.*

This Agreement made this _____ day of _____, 20____ by and between the School and Address hereinafter referred to as the School, and Name of the Company providing the cafeteria services, hereinafter referred to as the Service Provider having its principal place of business at Address of the Service Provider.

Witnessed That:

1. Grant to The Service Provider

The School hereby grants to the Service Provider the exclusive right to manage on its behalf the food service operation at its premises located at the School Address. The Service Provider shall be responsible for compliance with School Board and provincial policies (copies of which are hereby acknowledged to have been provided or available to the Service Provider) and with all Federal and Provincial and local health safety regulations with respect to food handling, preparation, service and all other aspects of food service operations.

2. Facilities and Equipment

The School agrees, at its expense, to provide the Service Provider with suitable cafeteria space (including adequate sanitary toilet facilities with such heat, refrigeration and utilities service as may be reasonably required for the efficient performance of this Agreement.) The School shall furnish building maintenance services for the premises and shall make all equipment repairs and replacement, and shall be responsible for compliance with all Federal, Provincial and local regulations.

3. Service Provider Agrees:

a) Food Service

To furnish nutritious, wholesome, palatable food in compliance with the Department of Education Food and Nutrition Policy to the students, teachers and visitors at a reasonable cost at such hours as the School may from time to time determine.

b) Menus

To submit at least twenty-four (24) hours in advance of offer for sale to such person(s) as the School shall designate. The School reserves the right to reject or refuse any menu item.

c) Personnel

At all times to maintain an adequate staff of employees on duty at the School's premises for efficient operation thereat, and to provide expert administrative, purchasing, and personnel advice and supervision. The Service Provider will offer employment wherever possible to local residents. All employees will have completed the Child Abuse Registry and RCMP Police Check and submitted such forms to the School for review. The Service Provider will not be required to retain those who do not meet its standards, nor those in excess of the number required for efficient operation.

d) Insurance

To purchase and keep in force at all times with an insurance company authorized by law to carry on business in all provinces and territories of Canada a general public legal liability insurance policy with an inclusive limit of liability of \$2,000,000.00 from any one accident or occurrence for bodily injury and/or death and/or public damage and to furnish to the School a certificate of insurance.

e) Indemnity

To indemnify the School from any and all actions, suits, claims, losses, damages and demands, including any legal costs incurred, resulting from any violation or breach of this Agreement and any damage to property or injury to any person resulting or occasioned by any wrongful act, default, omission or negligence or the negligence of the Service Provider or its agents or employees.

f) Return of Equipment

To return to the School at the expiration of this Agreement the cafeteria premises and all equipment furnished by the School in the condition in which received, except for ordinary wear and tear.

g) License Fees and Taxes

To secure and pay for, all licenses and permits required for operation of the food service provided for hereunder, as well as pay all sales, excise or other business taxes attributable to the food service facilities herein. The costs of all such items shall be a direct cost of operation.

h) Worker's Compensation Compliance

Prior to execution of this Agreement, submit a certificate of good standing from the Workers' Compensation Board to the School and to provide additional certificates as often as is deemed necessary by the School during the term of this Agreement.

i) Cleanliness

To keep the areas of operation clean, clear of waste, paper, garbage, combustible materials and obstructions, and to not cause or permit any noises or odors which would constitute a nuisance to emanate from the areas of operation. Keep kitchen, storage areas, and serving areas in a clean and sanitary condition including walls to the height of **ten (10) feet**. Use cleaning products authorized by the School Board only.

4. Recruitment Prohibition

The Service Provider agrees that no supervisory employees of the School will be hired by the Service Provider without specific written permission of the School for the period of this Agreement and six (6) months thereafter. The School agrees that without specific written permission of the Service Provider, former supervisory employees of the Service Provider will neither be hired by the School for the period of this Agreement and six (6) months thereafter. The School agrees that no supervisory employees of the Service Provider will be hired by the School without specific written permission of the Service Provider for the period of the Agreement and six (6) months thereafter. The School will not permit former supervisory employees of the Service Provider to be employed in the School facilities for a period of six (6) months subsequent to the termination of this Agreement.

5. Additions and Alterations

The Service provider shall neither alter any part of the areas of operations nor install any fixtures thereto without the prior permission in writing of the Director of Operations. Upon termination of this Agreement the Service Provider shall leave the area of operation in good repair and in a safe, clean and neat condition, except for ordinary wear and tear.

6. Fiscal Arrangements

Net profit is defined as total revenue minus total expenditures, exclusive of the Management Fee that the Service Provider is responsible for. It is hereby agreed that the Service Provider shall receive for its service:

A Management Fee of _____% of Net Profit; and

The School to receive _____% Net Profit, or may negotiate with the School a monthly payment of \$_____.

7. Accounting

An accounting period shall be considered a quarterly period with the first accounting period ending 90 calendar days after the execution of this Agreement. Within thirty (30) days following the close of each accounting period, the Service Provider shall submit to the School an operating profit and loss statement based upon generally accepted accounting principles in connection with the food services covered by the Agreement. All such records shall be retained by the Service Provider for a period of two (2) years and may be audited by the School at any time during regular working hours.

8. Inventory

At the termination of the Agreement, the School agrees, if requested by the Service Provider, to purchase the Service Provider's usable inventory of food and supplies at the Service Provider's invoice cost.

9. Termination

This Agreement may, at any time more than ninety (90) days from the date that the Service Provider shall begin to provide food service hereunder, be terminated as of the end of any Service Provider accounting period by either party giving the other not less than sixty (60) days written notice of intention to terminate as of the date specified by registered mail.

10. Notices

Notices shall be given to the respective parties hereto in writing by registered mail to the addresses set out below, and shall be deemed to be received two (2) days after the date of mailing.

School Name & Address: _____

Service Provider Name & Address: _____

In Witness whereof, the parties hereto have caused this Agreement to be signed under corporate seal of their duly authorized officer the day and year first above written.

Signed Sealed and Delivered
In the present of:

School

_____ **By:** _____
Witness

Service Provider

_____ **By:** _____
Witness