



PROCEDURE PR.649.SCO

TITLE: USE OF EXTERNAL FOOD PROVIDERS IN ELEMENTARY SCHOOLS

Date issued: 5 June 2006

Last revised: 10 September 2008

Authorization: Senior Staff: 10 May 2006

1.0 OBJECTIVE

To provide direction governing the use of a regular external food provider in elementary schools.

2.0 DEFINITIONS

In this procedure,

- 2.1 **Regular provision of food** refers to more than one day per week by the same service provider.
- 2.2 **External** food provider refers to a provider that prepares food off-site.

Note: This procedure does not apply to the provision of milk in schools.

3.0 RESPONSIBILITY

- 3.1 The elementary school principal and the superintendent of instruction.

4.0 PROTOCOL

Decision to Provide Food

- 4.1 The principal, in consultation with staff and the school council, will determine whether to select a food provider from the qualified list for the regular provision of lunches for students in his or her school.

Qualified Food Providers

- 4.2 Interested food providers are required to submit a request for prequalification to the OCDSB Purchasing Department. The OCDSB Purchasing Department will accept prequalification applications from those wishing to be eligible as a food provider in one or more elementary schools. A list of qualified food providers will be developed and updated on an annual basis.
- 4.3 Interested food providers will be required to meet rigorous standards to ensure the safety of students in our schools, including, but not limited to:

- a) demonstrate compliance with the *Healthy Food for Healthy Schools Act, 2008*, O.Reg. 200-08;
 - b) demonstrated compliance with the *Ontario Health Protection and Promotion Act*, R.R.O. 1990, Regulation 562;
 - c) a business license to operate a food catering business in Ontario (or the equivalent);
 - d) a copy of a most recent Food Premises/Inspection Report;
 - e) a Safe Food Handling certificate;
 - f) a description of the location and facility used to prepare food
 - g) a description of vehicles used to transport food; and
 - h) proof of commercial general liability insurance of a minimum of \$3,000,000.00.
- 4.4 Interested food providers must meet the requirements outlined in the OCDSB's *Protocol for Creating Safe and Healthy Schools for Anaphylactic Students, 2005*.
- 4.5 Applications will be accepted on an annual basis.

Contract for Food Services

- 4.6 It is the sole responsibility of the principal to confirm the specific term and pricing components of a contract with the food providers utilizing the standard form of contract for food providers. (See Appendix A).
- 4.7 All contract documents must be reviewed by the Board's legal counsel before being executed.
- 4.8 A principal may only enter into an agreement with one or more food provider(s) from the list of qualified food providers.
- 4.9 A principal is responsible for adhering to the terms and conditions of the contract.
- 4.10 A principal is ultimately responsible for the payment for services to the food provider. A principal may arrange for the collection of monies by an adult volunteer (may be a parent but not exclusive to parents) or payment directly to the food provider.

Selection of a Food Provider

- 4.11 Any school interested in providing food services to students on a regular basis must select a food provider from the OCDSB's list of qualified food providers.
- 4.12 The principal may involve staff and the school council in the selection process. Input from staff and the school council may be sought regarding the selection of the provider, selection of menu items, determination of frequency, recruitment of volunteers, and processes for administering the food program.
- 4.13 The principal shall ensure that the food provider functions within the parameters established in Procedure PR.548.SCO for the protection of anaphylactic students.

Preparation of Food

- 4.14 All food shall be prepared off-site in a commercial establishment that is licensed in Ontario.
- 4.15 Food providers are not to prepare, heat, or reheat food in the school.

Transportation of Food

- 4.16 The food provider shall ensure the safe transportation of food to the school. The food provider will be required to have the appropriate equipment to ensure the temperature control of the food while transporting to a school site.

Receipt of the Food

- 4.17 The principal shall determine the process for receiving the food on site. Students are not to be used for this purpose. An adult volunteer(s) shall receive the food on site.
- 4.18 An identified location should be determined for receiving and testing the food as described in 4.7(c) and (4.7(d) below.
- 4.19 The receiver of the food must ensure that:
- a) the food is covered;
 - b) hot food is 60 degrees Celsius or hotter;
 - c) cold food is 4 degrees Celsius or colder; and
 - d) potentially hazardous food groups (i.e. meat, fish, poultry and dairy) that do not meet the required temperatures must be rejected.
- 4.20 The receiver shall take the temperature of a sampling of the food order as directed by Ottawa Public Health. Training with respect to checking the temperature of potentially hazardous food will be provided by Ottawa Public Health. The receiver shall use a probe thermometer, cleaning the thermometer with an alcohol swab after each use. The temperatures shall be recorded in a recording log. The recording log shall be kept in a secure location in the school office.
- 4.21 The receiver of the food shall have close access to a hand-washing sink, soap and paper towels to ensure appropriate hygiene while monitoring the temperature on arrival of the food.
- 4.22 Disposable, individual containers are permitted. Reusable, dishwasher safe individual containers, and utensils are permitted. The food provider must remove all reusable serving containers and utensils from school sites immediately following the lunch period for cleaning in a commercial dishwasher in accordance with the *Ontario Health Protection and Promotion Act*, R.R.O. 1990, Regulation 562.

Distribution of Food

- 4.23 The principal is responsible for ensuring the safe distribution of food to the students once the food arrives on site.
- 4.24 The principal shall determine the process for distributing food. Students are not to be used for this purpose. Adult volunteers (may be a parent but not exclusive to parents) shall distribute the food to students.

4.25 Employees of the external food provider contracted to distribute the food directly to students must have a valid Criminal Background Check.

5.0 APPENDICES

Appendix A: Standard contract form to be used with a qualified external food provider.

Appendix B: Food Temperature Recording Log.

6.0 REFERENCE DOCUMENTS

Procedure PR.548.SCO Severe, Life-threatening Allergies

Protocol for Creating Safe and Healthy Schools for Anaphylactic Students, 2005

Ontario Health Protection and Promotion Act, R.R.O. 1990, Regulation 562

Healthy Food for Healthy Schools Act, 2008, O.Reg. 200-08



THIS AGREEMENT made on the day of 20

BETWEEN

(the Vendor)

and

(the School)

WHEREAS the School and the Vendor wish to enter into an agreement for the provision of hot lunch service by the Vendor to students at the School;

AND WHEREAS the Vendor has been prequalified as a service provider by the Ottawa-Carleton District School Board;

THEREFORE in consideration of the mutual promises contained in this contract, the parties agree as follows:

TERM

- 1.1 The term of this contract will be from , 20 to , 20 ;
- 1.2 The contract may be extended for a further year period by mutual agreement between the parties. Should the parties not reach a mutual agreement to extend, the contract shall end on 20 .
- 1.3 Despite any extension of this agreement pursuant to clause 1.2, the total length of the term shall not exceed five (5) years.

SERVICES

- 2.1 The Vendor agrees to provide hot lunches to the School in accordance with the schedule attached as Appendix “A” to this agreement. It is understood and agreed that Appendix “A” forms part of this agreement and is specifically incorporated as a term of this agreement.

VENDOR SPECIFIC REQUIREMENTS

- 3.1 The Vendor shall demonstrate, to the satisfaction of the School and the Ottawa-Carleton District School Board that is in compliance with the *Healthy Food for Healthy Schools Act, and Regulation 200 of the Act*;
- 3.2 The Vendor shall demonstrate, to the satisfaction of the School and the Ottawa-Carleton District School Board that it is in compliance with the *Ontario Health Protection and Promotion Act, and Regulation 562 of the Act*;
- 3.3 The Vendor shall provide proof to the Principal that it is licensed to operate a food catering business in the Province of Ontario, or that it holds an equivalent license from another province;
- 3.4 The Vendor shall provide proof to the Principal that it holds a valid Safe Food Handling certificate;
- 3.5 The Vendor shall provide to the Ottawa-Carleton District School Board, upon request, a copy of its most recent Food Premises Inspection Report;

- 3.6 The Vendor shall prepare all food off-site in a commercial establishment that is licensed in Ontario or holds the equivalent license in another province
- 3.7 The Vendor shall not prepare, heat or reheat any food in the school;
- 3.8 The Vendor shall ensure the safe transportation of food to the school, including, but not limited to, ensuring that food temperature is properly maintained at all times during transit from the preparation facility to the school;
- 3.9 The Vendor agrees to comply with the direction of the Principal with respect to the process of receiving and storing food on the school premises.

SCHOOL SPECIFIC REQUIREMENTS

- 4.1 The Principal shall determine the process for receiving the food on site and shall communicate this process to the Vendor;
- 4.2 The Principal shall ensure appropriate supervision is provided and that all food received at the school is covered, hot food is heated to sixty (60) degrees Celsius or hotter, and cold food is at a temperature of four (4) degrees Celsius or cooler;
- 4.3 The Principal shall determine a location within the school for receiving and testing the food to ensure compliance with the requirements of 4.2 above;
- 4.4 The Principal shall determine the process by which the food is distributed to students following its arrival at the school;
- 4.5 The Principal shall have the authority to accept or reject food provided by the Vendor. The Principal's decision shall be final.

COMPENSATION

- 5.1 The Vendor shall be paid by the School for services rendered pursuant to this contract in accordance with the terms of Appendix "B" to this agreement.

INSURANCE

- 6.1 The Vendor shall provide and maintain during the term of this contract Commercial General Liability insurance in a form acceptable to the School and the Ottawa-Carleton District School Board and subject to limits of not less than three million (\$3,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.
- 6.2 The Vendor shall provide evidence of the aforementioned insurance coverage at the request of the School or the Ottawa-Carleton District School Board. It is understood and agreed that the coverage provided by the policy of insurance will not be changed or amended in any way nor cancelled until thirty (30) days after written notice of such change or cancellation has been given to both the School and the Ottawa-Carleton District School Board.
- 6.3 In the event that the contract period extends beyond the term of the insurance policy, the Vendor shall provide to the School and to the Ottawa-Carleton District School Board a renewed insurance certificate thirty (30) days prior to the policy's expiry date.

INDEMINIFICATION

- 7.1 The Vendor shall indemnify, defend and save harmless the School and the Ottawa-Carleton District School Board, its members and employees, from and against any liability, claims, damages, losses, expenses, actions and suits howsoever arising from the performance, act or omission of any terms of this contract. This indemnification shall survive the termination or expiry of this contract.

TERMINATION

- 8.1 Where the Vendor is in default in carrying out any of its obligations under this Contract, the School may, upon giving written notice to the Vendor, terminate for default the whole or any part of the Contract, either immediately or at the expiration of a cure period in the notice if the Vendor has not rectified the default to the satisfaction of the School.
- 8.2 Either party may terminate this contract without cause, in whole or in part, upon giving sixty (60) days written notice to the other party.

COMPLIANCE WITH APPLICABLE LAWS

- 9.1 The Vendor shall comply with all laws applicable to the performance of this contract.
- 9.2 This contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

CRIMINAL BACKGROUND CHECKS

- 10.1 The Vendor shall provide criminal background checks for its employees who may come into direct contact with students on a regular basis at the school site, in compliance with Ontario Regulation 521/01 of the *Education Act*.

ASSIGNMENT AND SUBCONTRACTING

- 11.1 This Contract shall not be assigned or sub-contracted in whole or in part, without the prior written consent of the Principal of the School and the Ottawa-Carleton District School Board.

BANKRUPTCY OR INSOLVENCY

- 12.1 If the Vendor becomes bankrupt, either by way of assignment or by way of a receiving order, or if the Vendor becomes insolvent, the School may, at its option, immediately employ another proponent to complete the contract and the School and the Ottawa-Carleton District School Board shall have a claim against the Vendor or its estate for any additional cost over and above the original contract price, necessary to complete the contract and to remedy any defects.

DISPUTES

- 13.1 In the event of any dispute or claim arising between the parties to this agreement as to their respective rights and obligations under this agreement, either party may give the other written notice of such dispute or claim. The notifications of dispute or claim shall be made within thirty-one (31) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, either of the parties may submit the particular matter to arbitration in accordance with the *Arbitration Act of Ontario*.

Date: _____
Vendor

Date: _____
Principal

