

REQUEST FOR PROPOSAL
for the Provision of
Cafeteria Food Services
for
English Language School Board

Issued by : English Language School Board

Date : May 21, 2013

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1.0 INTENT

1.1 Locations

It is the intent of this Request for Proposal to contract cafeteria food services for the following English Language School Board (ELSB) schools (**this could be for all schools or any number of individual schools**):

Athena Consolidated
Bluefield High
Colonel Gray High
Hernewood Intermediate
Kinkora High School
Montague Regional High
** Souris Regional High
Summerside Intermediate

Birchwood Intermediate
Charlottetown Rural High
East Wiltshire Intermediate
Kensington Intermediate/Sr High
M. E. Callaghan Intermediate
Queen Charlotte Intermediate
Stonepark Intermediate
Westisle Composite High

1.2 Duration and Management of Agreement

This Agreement shall be effective as of September 1, 2013 and shall continue until June 30, 2016 (Initial Term). It is anticipated that, initially, a three (3) year agreement will be developed with annual reviews. Following the Initial Term, this Agreement may be renewed on a yearly basis, unless notice of non-renewal shall have been given by one party to the other no later than ninety (90) days prior to the expiry of the Initial Term or of the then current renewal term. This agreement will be managed by the English Language School Board. The ELSB would reserve the right to cancel the contract based on performance of the Contractor's Responsibilities outlined in Appendix 2.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

2.1 One Response

All proposals **must** be signed by an authorized representative of the company.

Submissions must follow the format and order laid out in Section 3.0 - Proposal Content Requirements. The submission must be in English. Please quote prices in Canadian Funds excluding HST. A submission index should be provided at the beginning of the document. All pages should be consecutively numbered.

2.2 Submission Closing Date

Proposals **must** be received no later than **June 10, 2013 1:30 p.m.** in accordance with the instructions set out herein. Any proposals submitted after the Submission Closing Date will not be evaluated. **Facsimile transmissions will not be accepted.**

2.3 Address for Submission

Respondents are requested to provide six (6) copies of their proposal, of which one (1) shall be unbound, on or before the Submission Closing Date.

Deliver proposals to:

or

Mail to:

English Language School Board
234 Shakespeare Dr.
Stratford, PE
C1B 2V8

English Language School Board
P. O. Box 8600
Charlottetown, PE
C1A 8V7

Attention: John Cummings

Attention: John Cummings

Proposals submissions must be in a sealed package clearly showing the Request for Proposal Cafeteria Food Services and the Submission Closing Date on the outside of the package so as to be clearly visible.

2.4 Costs and Expenses of Respondent

Payment for preparation of Proposals and all other costs and expenses incurred by the Respondents relating to the Proposals will be borne by the Respondents.

2.5 Clarification of Proposals

The English Language School Board reserves the right following receipt of the Proposals to request that each Respondent clarify its Proposal, and Respondents shall submit responses to such request within two (2) business days following receipt of such request. The English Language School Board may choose to meet with some or all of the Respondents to discuss aspects of their Proposals. Respondents may be required to submit supplementary documentation clarifying any matters contained in their Proposals, or the English Language School Board may prepare a written interpretation of any aspect of a Proposal and seek the respective Respondent's acknowledgment of that interpretation. All bids submitted will remain valid for a period of 120 days from the time of closing of this proposal.

2.6 Incomplete Proposals

The English Language School Board reserves the right to reject or accept any Proposal whether or not completed properly and whether or not it contains all required information. Without prejudice to this right, the English Language School Board may request clarification where any Respondent's intent is unclear and may waive or request amendment where, in the opinion of the English Language School Board representatives, there is a minor irregularity or omission in information that is to be submitted in a Proposal. The Bidder shall make their own estimate of the facilities and difficulties to be encountered. The Bidder is not to claim at any time after the submission of their bid that there was any misunderstanding of the terms and conditions of the Contract relating to the site conditions.

2.7 Proposal Submission Process and Schedule

Issue Date of Request for Proposal: May 21, 2013

Tours: May 27, 2013 - appointments must be arranged with Alva Coade (569-0596) prior to 4 p.m. on May 23, 2013

Due Date of Proposals: June 10, 2013 at 1:30 p.m.

2.8 Withdrawal of Proposal

The Respondent may alter or withdraw its Proposal any time before the Submission Closing Date.

2.9 Notice of Revisions to Request For Proposal

Any changes or revisions to this Request For Proposal (RFP) will be issued to all Respondents in writing as a formal addendum to this RFP.

2.10 Right to Cancel

The English Language School Board is not bound to accept any Proposal and may proceed as, in its sole discretion, it determines following receipt of the Proposals. The English Language School Board reserves the right to accept or reject Proposals in whole or in part, to discuss different or additional terms to those included in this RFP or in any Proposal, or to amend or modify any term of this RFP.

2.11 School Location

The response should clearly indicate which school or schools the proposal is for. While it is not mandatory for proposals to serve all schools, the Board reserves the right to factor this into its evaluation process. Site locations may be added or deleted. In the event that any of the specified schools close temporarily or permanently, the contractor shall continue to be bound by the terms of this contract for the remaining sites. Please see Appendix A for the list of school cafeteria locations. Site visitations dates and times are as per 2.7.

3.0 PROPOSAL CONTENT REQUIREMENTS

3.1 Corporate Profile

The English Language School Board is interested in developing an understanding of the Respondent company's philosophy, history in the food service industry, and commitment to providing quality food services in schools throughout the Board.

3.1.1 Provide the name, address and telephone number of the company or of all companies if the submission is on behalf of a group of companies.

3.1.2 If a group, identify the principal or lead organization and individual(s) that would assume the role of contractor.

3.1.3 Indicate where the company is incorporated. If a subsidiary, indicate where the

parent company is incorporated.

3.1.4 Provide a brief history of the company.

3.1.5 Briefly describe the competitive advantage your company has as it relates to this project.

3.2 Experience

To evaluate your company's previous experience and expertise in school food services or in providing food services to school-aged customers, please provide:

3.2.1 A brief description of relevant, related experience where your company has been responsible for the development and/or implementation of innovations and new technologies for this market segment.

3.2.2 A minimum of three names of individuals and/or organizations that may be contacted to verify your company's ability to effectively provide the services requested.

3.2.3 A list of sites, including a brief description of the operation(s), you currently operate which may be available for English Language School Board representatives to visit.

3.3 Proposed Relationship

To understand the skills and experience you would bring to schools, please provide the following:

3.3.1 Briefly describe the management and organization of your company including roles and responsibilities of staff who will have management or supervisory positions for this project.

3.3.2 Indicate your expectations of the English Language School Board Administration Office and individual schools as partners in cafeteria food services.

3.4 Student Centered

Effective student involvement and participation will be a key element to the success of the cafeteria food service. Please describe how you propose to increase participation in cafeteria food services at our schools.

3.5 Quality

To develop a sense of the organization's commitment to quality and your appreciation and respect for the English Language School Board needs, comment on the following:

- 3.5.1 What is your corporate philosophy and organizational commitment to quality management? If you have a policy or value statement, please include a copy.
- 3.5.2 Describe the processes used to ensure quality management activities.
- 3.5.3 What mechanisms do you currently use to solicit customer input in decision making?
- 3.5.4 Describe the process that you would use to assess the quality of products and services offered and to encourage school customer involvement in the process. Describe how you would indicate freshness date on products such as sandwiches and wraps.

3.6 Healthy Eating Policy

The English Language School Board requires food service providers to adhere to our Healthy Eating Policy. This policy outlines the expectations for food service in schools. A copy of the policy is attached as an appendix. Please explain how you would comply with this policy.

3.7 Financial Capacity and Commitment

- 3.7.1 In order to ascertain the willingness of your company to provide the necessary products and services, please indicate what technical and financial resources the company is prepared to commit for the implementation of innovations in regards to healthy eating and environmental responsibility.
- 3.7.2 The Board does not guarantee sales volumes or against the possibility of school closure. The Board cannot be held responsible for loss of sales due to, weather related closures, general power outages and interruptions in the supply of natural gas outside of the control of the Board.

3.8 Operational Model

To gain confidence that your company has an understanding of the school food service industry, please:

- 3.8.1 Briefly describe the advantages of your proposal.
- 3.8.2 Indicate how you see your plan evolving over time.
- 3.8.3 Describe your plan for cafeteria food services:
 - menu development - include sample menus with prices and serving sizes,
 - support for locally grown food products (meats and vegetables) in season
 - portion sizes specific to type of school (elementary, intermediate or senior high)
 - specials,
 - communications with customers,
 - pricing and sales promotions (percentage of sales that would be provided to the school),
 - rate of return to the school,
 - support for other school functions or activities,
 - proposed hours of operation,

- method of payment for students.
- 3.8.4 Describe any services which may be available to assist in fund raising.
- 3.8.5 Describe the process you would use to increase participation on an ongoing basis.
- 3.8.6 Specifically, indicate how you would propose to meet the following food service and nutrition requirements:
- encourage sales of nutritious foods,
 - ensure availability and promotion of core menu items,
 - sell “student friendly,” nutritionally balanced meal deals,
 - be accountable to the English Language School Board for compliance to the terms of the Agreement.
- 3.8.7 Describe your staff allocation for each school including a discussion regarding:
- how and when staff allocation is increased or decreased,
 - substitutes when permanent staff are out,
 - staff training and qualifications,
 - how staff are supervised.
- 3.8.8 Describe the type of vending service your company would be willing to provide if a school requested vending service.

4.0 PROPOSAL EVALUATION CRITERIA

A review committee composed of representatives from the English Language School Board will review and evaluate the Proposals. Proposals will be evaluated based on, but not limited to the criteria set out below. Final selection will be made in consultation with representatives of the schools involved.

- A. Corporate Profile and Experience
- evidence of food service market share for school-aged customers
 - commitment to developing a school food services program
 - confidence that the organization has the required skills and resources to deliver as proposed
 - previous referable experience in managing and operating food services while adhering to healthy eating policies
 - evidence of successful relationships in schools or other public sector organizations
- B. Financial Capacity and Commitment
- demonstrated willingness to provide necessary technical and physical resources to support the development of a school food services program
 - evidence that the company has an ongoing commitment to innovation and research and development
- C. Student Centered
- understanding of and acceptance of a student centered program
 - evidence of commitment to quality management
 - demonstrated ability to understand/meet school based customer needs
- D. Operational Model

- a reasonable plan based on the schools' needs, and ability to achieve it

E. Agreement and Project Schedule

- roles and responsibilities envisioned
- evidence of ability to complete the plan and to effect start-up in a time frame compatible with the school's requirements and expectations

F. Profit to Schools

- percentage of sales that would be returned to each individual school

5.0 AGREEMENT

Selection of the successful company will be based on which company(s) has/have provided a Proposal which best meets the needs of the English Language School Board and individual schools as may be proposed. The acceptance of a Proposal or any part thereof will be made in writing.

The contractor specifically acknowledges and agrees that the School / Board currently runs or may in the future run a hospitality program for its students in respect of which the School / Board retains the right to permit students to offer food for sale in or around the school premises. The contractor acknowledges that such sales by students enrolled in any hospitality course or program shall not constitute a breach of the agreement. The School / Board shall indemnify and save harmless the contractor from any and all damages arising directly or indirectly from the sale of food by students. Where there is not a mutual agreement where prior notice is not required, 48 hours notice should be given to the cafeteria operator notifying when and what will be served by the hospitality program.

An agreement will be prepared which will be in a form and with terms and conditions acceptable to the English Language School Board and the individual school(s). Companies will be asked to identify terms, conditions or arrangements which represent the minimum requirements to be incorporated into the agreements.

As well, all companies will adhere to the following terms and conditions:

- All costs incurred by the company(s) in the development and start-up of the school food services business are the sole responsibility of the company(s).
- Guidelines for accounting of sales and returns, confidentiality and release of information will be agreed and adhered to.
- A mechanism for decision making and dispute resolution will be mutually established.
- Liability and all costs for staff working on behalf of the company(s) will be the sole responsibility of the company(s),
- The company(s) will identify any potential conflicts of interest prior to the formalization of the agreements and detail how such conflict(s) will be resolved,
- All time lines and specified outcomes as proposed by the company in its Proposal and agreed to by the English Language School Board are to be met.
- The selected company(s) will cooperate with and support the schools in developing product and service requirements.
- Grounds for termination based upon non-performance will be mutually agreed based on established terms and conditions.
- To employ only staff who have had a criminal records (vulnerable sector) check completed with resulting records indicating no past convictions which would be inappropriate to their working in a school setting;
- The company(s) will be asked to provide proof of insurance acceptable to the English

Language School Board.

Indemnification and Assumption of Liability

- The Vendor shall indemnify and hold harmless the English Language School Board, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of work (herein called the "claims"), provided that any such claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence of the Vendor or anyone directly or indirectly employed by the Vendor or anyone for whom the Vendor may be liable.
- The Vendor shall, without limiting its obligations or liabilities herein, and at its own expense, provide and maintain the following insurances in forms and amounts acceptable to the English Language School Board.
- The Vendor shall have Commercial General Liability coverage in an amount not less than \$5,000,000 inclusive per occurrence against bodily injury and property damage. The English Language School Board is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
 - Products & Completed Operations Liability
 - Blanket Written Contractual Liability;
 - Personal Injury Liability;
 - Non-owned Automobile Liability;
 - Cross Liability;

Commercial General Liability insurance shall be endorsed to provide the English Language School Board with thirty (30) days advance written notice of cancellation or material change and fifteen (15) days notice in the event of non-payment.

- All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the English Language School Board nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund.
- A Certificate of Insurance and any renewals thereof, shall be furnished to the English Language School Board prior to commencement of work by the Vendor and must be updated as required during the Term

Subject to the development of an operations plan which outlines the concept, financial arrangements, and meal service format acceptable to the schools and the Board, it is intended that the company(s) would enter into a contractual Agreement relating to the provision of cafeteria food services for designated schools in the ELSB.

The English Language School Board and the participating schools must maintain the right to oversee the ongoing implementation of the program to ensure that the price, quality standards, and expectations established during the agreement process are realized and maintained.

6.0 GENERAL INFORMATION AND CONDITIONS

6.1 Disclosure of Information

The English Language School Board has the right to make copies of all Proposals received for its internal review and to provide such copies to its representatives, legal and financial advisors.

All requirements, designs, documentation, plans, and information obtained by the Respondent in connection with this process are the property of the English Language School Board and must be treated as confidential and not used for any other purpose other than replying to this RFP and the fulfillment of any subsequent contract.

6.2 Legislation, Regulations, By-laws, Rules, and Codes

Any Private Sector Company(s) or any person acting under its direction will be required to comply with all laws, regulations, by-laws, rules, and codes relating to the Project imposed by any relevant governmental authority. This will include compliance with regulatory requirements to the Government of Canada, the Province of Prince Edward Island, and the relevant municipalities.

6.3 Respondent to Ensure Understanding of Project

It is each Respondent's responsibility to ensure that it has all necessary information concerning the intent and requirements of this RFP.

6.4 Enquiries

Any Respondent who has questions as to the meaning of any part of this RFP or the Project or who believes this RFP contains any error, inconsistency or omission should make an enquiry **in writing** prior to the Submission Closing Date requesting clarification, interpretation or explanation, to:

John Cummings
jacummings@edu.pe.ca
English Language School Board
P. O. Box 8600
Charlottetown, PEI C1A 8V7

The Board reserves the right to distribute any or all questions and answers to the other Respondents.

The Respondents are requested not to make verbal enquiries of school principals or the staff. Oral information to any Respondent provided by the principal will not be binding.

Written enquiries will be responded to within 48 hours or two business days. Respondents desiring responses by fax are to include a fax number with the enquiry.

6.5 Appendix

The attached Appendix 1 and Appendix 2 to the RFP are incorporated herein by reference and form part hereof.

APPENDIX 1

School Enrollment

School	Grades	2010-11	2011-12	Enrollment 2012-13	Projected Sales 2012 - 2013
Athena Consolidated	K-8	\$68,213	\$62,735	379	\$64,937.85
Birchwood Intermediate	7-9	\$45,537	\$36,873	232	\$43,011.96
Bluefield High	10-12	\$103,024	\$90,048	774	\$82,026.35
Charlottetown Rural High School	10-12	\$159,629	\$133,181	995	\$145,565.77
Colonel Gray High	10-12	\$97,761	\$76,313	947	\$71,509.45
East Wiltshire Intermediate	7-9	\$80,385	\$63,873	546	\$67,485.23
Hernewood Intermediate	7-9	\$160,236	\$144,413	262	\$142,130.46
Kensington Intermediate/Sr High	7-12	\$100,174	\$76,620	379	\$70,982.75
Kinkora Regional High	9-12	\$00	\$00	161	00
M. E. Callaghan Intermediate	7-9	\$113,915	\$118,513	242	\$113,741.69
Montague Regional High	10-12	\$150,956	\$128,521	565	\$109,833.23
Queen Charlotte Intermediate	7-9	\$78,104	\$78,987	456	\$82,465.00
** Souris Regional High	**8-12	\$69,386	\$57,463	**272	\$52,891.54
Stonepark Intermediate	7-9	\$127,874	\$104,733	773	\$106,114.90
Summerside Intermediate	7-9	\$117,207	\$96,484	519	\$104,178.95
Westisle Composite High	10-12	\$168,454	\$147,175	628	\$144,105.47
TOTAL		\$1,640,855.00	\$1,415,932.00		\$1,400,980.60

**** Souris Regional High**The food service at Souris High School would be required from September 2013 until approximately April 17, 2014 to accommodate construction time lines as renovations are completed at the school. Food service would not resume until approximately 2015.

APPENDIX 2

GENERAL RESPONSIBILITIES

Contractor's Responsibilities:

1. Management and operation of the kitchen, servery and food service facilities including but not necessarily limited to:
 - (a) the planning of menu patterns;
 - (b) the purchasing of all food and other supplies;
 - (c) the maintenance of adequate inventories;
 - (d) the production, preparation and processing of cafeteria services food;
 - (e) the cash flow to maintain an adequate inventory of food and other supplies necessary for the operation of the Food Services Facilities;
 - (f) the hiring, training, supervision and discipline of the personnel necessary for the efficient operation of the Food Services Facilities;
 - (g) provide and maintain at all times an adequate amount of staff on duty for efficient operation of the food and beverage services;
 - (h) the cash flow to pay the salaries, wages and benefits of the food service personnel employed in the operation of the Food Service Facilities;
 - (i) the day to day cleaning of kitchen (including floors, ceilings and walls as needed), servery and other Food Service Equipment;
 - (j) taking all reasonable measures to prevent waste or damage to supplies, material and the Schools, and the safe operation of the Food Services Equipment, and informing the Client of all required repairs and replacements of the Food Service Equipment.
2. To provide monthly financial statements and annual inventory list;
3. To ensure that all employees meet all legal medical requirements;
4. To employ only staff who have had a criminal records (vulnerable sector) check completed with resulting records indicating no past convictions which would be inappropriate to their working in a school setting;
5. To secure all permits and licenses;
6. To maintain a blanket insurance policy which shall include public liability and property damage insurance to a minimum of \$5,000,000 for each occurrence;
7. To provide adequate fire, theft insurance to cover its own supplies and property;
8. To supply all replacement for dishes, flatware, portable equipment, cutlery, cooking utensils;
9.
 - (a) To be responsible for cleanliness in the entire food preparation area;
 - (b) To ensure the wrapping of all wet garbage, and placing same in containers;
 - (c) To ensure all dry garbage is kept in containers;
 - (d) To be responsible for pest control within the cafeteria area;

10. To provide maintenance to all equipment supplied by the contractor;
11. To provide telephone service at contractor's expense;
12. To secure kitchen area and such equipment as refrigerators, etc. - as the area may be used at other times by groups other than the contractor.
13. To have all prices charged clearly posted;

Board's Responsibilities:

1. To provide electricity and hot and cold water as required for operation of the food preparation area;
2. To provide tables, chairs and counters in the kitchen and eating areas;
3. To provide access to washrooms for staff employed by the contractor;
4. To provide an area for storage of garbage and disposal of garbage as required;
5. To provide necessary and suitable fire extinguishers for kitchen area;
6. To provide custodial services in eating areas.
7. To provide and maintain fixed equipment.
8. Adequate security in line with other areas of the School.

Food Services Proposal Evaluation Criteria

A review committee composed of representatives from the English Language School Board will review and evaluate the Proposals. All proposals meeting the criteria set out below will be considered. Final selection will be made in consultation with representatives of the schools involved.

Criteria

A. Corporate Profile and Experience	30%
<ul style="list-style-type: none">• evidence of food service market share for school-aged customers• commitment to developing a school food services program• confidence that the organization has the required skills and resources to deliver as proposed• previous referable experience in managing and operating food services while adhering to healthy eating policies• evidence of successful relationships in schools or other public sector organizations	
B. Financial Capacity and Commitment	15%
<ul style="list-style-type: none">• demonstrated willingness to provide necessary technical and physical resources to support the development of a school food services program• evidence that the company has an ongoing commitment to innovation and research and development	
C. Student Centered	15%
<ul style="list-style-type: none">• understanding of and acceptance of a student centered program• evidence of commitment to quality management• demonstrated ability to understand/meet school based customer needs	
D. Operational Model	15%
<ul style="list-style-type: none">• a reasonable plan based on the schools' needs, and ability to achieve it	
E. Agreement and Project Schedule	15%
<ul style="list-style-type: none">• roles and responsibilities envisioned• evidence of ability to complete the plan and to effect start-up in a time frame compatible with the school's requirements and expectations	
F. Profit to Schools	10%
<ul style="list-style-type: none">• percentage of sales that would be returned to each individual school	
	<u>100%</u>

**Upon site visit, you will see the following equipment on site owned by current provider.
This equipment will not be remaining at the site.**

Equipment/Smallwares List – Updated April, 2013

Summerside Intermediate School

2 - Cash Registers UP 700
1 - Proofer / Warmer
1 - Bakers Display Cabinet
1 - Desk top computer with Printer
Baskets to run our program
Green and Red Sani buckets
3 - Squeeze Bottles
1 - Dough Docker
15 - 19" Pizza Pans
4 Cup Measures (2)
Loaf Pan (1)
1 - Grater
1 - 3pc Knife Set
1 - Bread knife
1 - Knife Sharpening Steel

Kensington Intermediate Senior High School

1 - Cash register Sharp 420
1 - Snack Machine with Validator
1 - Proofer Warmer
1 - Bakers Display Cabinet
1 - Sandwich / Sub Refrigerated Unit
Baskets to run programs
1 - Dough Docker
10 - 19" Pizza pans
8 - Squeeze Bottles
4 Cup Measures (2)
Loaf Pan (2)
1 - Grater
1 - Can opener
1 - Pastry Brush
1 - Frying Pan
1 - Microwave

71005 - Callaghan Composite Junior High School

2 - Cash Register Sharp ER 420
1 - Cash Register Sharp 470
1 - Proofer / Warmer
1 - 2 Tier Red Pizza warmer
1 - Food Prep table 48"
1 - 15 Cu Feet Deep Freeze
2 - Convection Ovens
1 - Panini press

71006 - Hernewood Composite Junior High School

2 - Cash Register Sharp ER 420
1 - Proofer / Warmer
1 - 2 Tier Red Pizza warmer
1 - Food Prep table 48"
1 - 15 Cu Feet Deep Freeze
1 - 10" Electric Slicer
1 - Double 2 tier Convection oven
1 - Lap top computer with Printer
Assorted Smallwares to run program

71007 - Westisle Composite High School

1 - Cash Register Sharp ER 420
1 - Cash Register Sharp ER 470
1 - Cash Register UP 700
1 - Proofer / Warmer
1 - Proofer
1 - 2 Tier Red Pizza warmer
1 - Food Prep table 48"
1 - Lap top computer with Printer
1 - Hatco Pass through Pizza Warmer
Assorted Smallwares to run program

71008 - Athena Consolidated School

1 - Cash Register Sharp ER 420
1 - Proofer / Warmer
1 - Convection oven
1 - Lap top computer with Printer
1 - Sandwich Table 48"
1 - Drop in Steam table
1 - Microwave
1 - Blender
1 - Fax Machines
1 - Panini grill
Assorted Smallwares to run programs

Birchwood Jr High School

1 - Cash Register Sharp ER 420
1 - Pizza Warmer
1 - Pastry Cabinet
1 - Panini Press
1 - Food Processor

Bluefield High School

2 - Sharp 420 Cash Registers
1 - Bakers Display
1 - Coffee Brewer
1 - Pizza Warmer
1 - Lap Top computer with printer

Charlottetown Rural Senior High School

2 - Sharp Cash Registers 420
1 - Coffee Brewer
2 - Snack machines with Validators
2 - Pizza Warmers
2 - Bakers Display Cabinets
1 - Navy Blue Cooler
1 - Lap top and Printer

Colonel Gray High School

1 - Pizza Display
1 - Pastry Cabinet
1 - Sharp ER420 Cash Register
1 - Coffee Brewer
1 - Navy Blue Cooler
2 - Hand mixers

East Wiltshire Jr High

1 - Pizza Display
1 - Sharp Cash Register
1 - Pastry Cabinet
1 - Coffee Brewer
1 - Navy Blue Cooler

Queen Charlotte Intermediate School

- 1 - Sharp 420 Cash Registers
- 1 - Pizza Warmer

Stonepark Intermediate School

- 1 - Pizza Display
- 1 - Pastry Display
- 1 - Coffee Brewer
- 2 - Sharp 420 Cash Register's
- 1 - Proofer
- 1 - Small Chest Freezer
- 1 - Mop Bucket with Handle

Montague Regional High School

- 1 - Pizza Warmers
- 1 - Pastry Cabinet
- 1 - Coffee Brewer
- 1 - Snack Vendor with Validator
- 1 - Sharp 420 Cash Registers
- 1 - Dell Laptop Computer & Printer
- 1 - Panini press

Souris Regional

- 1 - Snack Center with Validator
- 1 - Sharp 420 Cash Register
- 1 - Pizza Display
- 1 - Coffee Brewer

Smallwares to run programs would be:

- Pizza pans
- Dough dockers
- Baskets
- Mini loaf pans
- Mini muffin pans
- Etc.

EASTERN SCHOOL DISTRICT

POLICY STATEMENT

SUBJECT: **School Nutrition**

DATE OF ADOPTION: April 6, 2011

EFFECTIVE DATE: April 6, 2011

REVIEW DATE:

SUPERSEDES: January 12, 2005

CROSS REFERENCE: Administrative Regulation ADG-R – School Nutrition

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The Eastern School District believes, and research has shown, that nutrition has a significant impact on the health and academic achievement rates of students. Good nutrition is essential for healthy growth and development, and reduces the risk of, obesity, heart disease, cancer, diabetes and osteoporosis. The District believes it critical to establish healthy eating behaviours in childhood so as to provide children and youth with the opportunity to develop healthy eating behaviours for life. Healthy eating behaviours begin at home in early childhood and later become a cooperative effort between the home and the school.

The Eastern School District Board will mandate schools to encourage and maintain supportive environments which promote healthy food choices, both in the foods available at school and through educational programs. The Board provides regulations to assist schools in achieving the objectives of this policy

The Eastern School District will improve student access to food by improving access by all students to healthy, safe, reasonably priced, attractively presented food choices; and will attempt to reduce hunger among children living with food insecurity, through enhanced access to healthy foods within the school setting, provided in a non-stigmatizing manner.

The Eastern School District recognizes that the quality of food available at school is an important determinant of healthy eating in children. Enhanced healthy eating will be achieved by providing healthy food and beverage choices in cafeterias, vending machines, canteens and school food programs and using healthy food choices, or non-food items for fundraising activities and campaigns. The regulations are not meant to be used by teachers and administrators as a tool to evaluate students' lunches from home.

The Eastern School District believes that nutrition education is important and most effective if a comprehensive approach involving the school and broader community is used.

Teachers and school staff are a valuable resource in helping students understand the relationship between nutrition, health and physical activity and developing the knowledge, positive attitudes and skills necessary to make healthy food choices for life.

While recognizing that parents are ultimately responsible for their child's nutritional health, schools should work with their parent groups and other community partners to encourage and support parents to:

- Ensure that their children eat a healthy breakfast.
- Pack healthy lunches.
- Eat healthy meals at home.

Official Trustee

Superintendent of Education

EASTERN SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

SUBJECT: **School Nutrition**
(For all Grade Levels – K-12)

EFFECTIVE DATE: April 7, 2011

REVIEW DATE:

SUPERSEDES: May 12, 2005

CROSS REFERENCE: Policy ADG – School Nutrition

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The following regulations are set out to assist schools to achieve the objectives of the Eastern School District Nutrition Policy. These were identified in consultation with lead schools in the Eastern School District. There are several documents available to support schools with these regulations; these are listed at the end of the “Regulations” section.

Three sections follow: 1) Student Access to Food; 2) Quality of Food Available at School; and 3) Nutrition Education.

1 Student Access to Food

Programming

- All schools will continue to participate in and promote the PEI School Milk Program.
- All schools are encouraged to stock an emergency food cupboard with healthy choices for students in need.
- Schools are encouraged to provide breakfast or snack programs when a need is identified, which will:
 - 1) Be open to all students but will not be promoted as a replacement for breakfast eaten at home; and will
 - 2) Follow the Keys to Success (best practice program standards) from *Breakfast for Learning*. (Appendix A)

Pricing

Schools will support healthy food and beverage choices by pricing approaches which encourage students to choose healthy foods and beverages over less healthy foods and beverages when these are sold at school.

Promotion and Advertising

Schools will work to develop an environment that promotes healthy eating by:

- 1) Promoting and/or advertising only healthy food and beverage choices [those in the “Foods to Serve Most Often” (Appendix B) and “Foods to Serve Sometimes” (Appendix C) lists in the *Guide to Food Choices*. Also refer to the Healthy Eating Alliance’s Smart Eating Guide Poster].
- 2) Not accepting advertising of food products for unhealthy food and beverage choices [those in the “Foods to Serve Least Often” list (Appendix D)].
- 3) Giving priority display space to foods from the “Foods to Serve Most Often” and “Foods to Serve Sometimes” food lists over the “Foods to Serve Least Often”(e.g. placement of fruits and vegetables at student eye level, counter-top refrigerators, etc.).
- 4) Displaying attractive, current promotional materials (e.g. posters, displays, etc) related to healthy eating throughout schools.
- 5) Carrying materials that support the Nutrition Policy and Regulations in school resource centres (e.g. books, videos, pamphlets).
- 6) Participating in PEI Healthy Eating Alliance and Nutrition Month activities, where possible.

Time to Eat

Schools shall:

- 1) Allow a minimum of 20 minutes for students to eat lunch.
- 2) In the elementary setting, encourage that foods are eaten after outside play, whenever possible.
- 3) Assure that lunch is eaten in a calm positive environment.

Student Choice

- 1) School staff, cafeteria staff and parent groups should involve students in planning school food choices.
- 2) Students should be encouraged to choose food from the “Foods to Serve Most Often” and “Foods to Serve Sometimes” lists.
- 3) Schools may provide microwaves in classrooms and/or cafeteria settings to broaden the range of food choices for students.

2. Quality of Food and Beverages Available at SchoolCriteria for Food and Beverages Available in Canteens, Cafeterias, School Lunch, Breakfast Programs, and Snack Programs

- 1) Foods and beverages sold or made available at school for lunch, canteen, breakfast and snack programs will be selected from the “Foods to Serve Most Often” or “Foods to Serve Sometimes” lists and will emphasize vegetables and fruit; lower fat white and chocolate milk; whole grain products; lean meats; foods prepared with little or no fat; and foods low in salt, sugar, and caffeine.
- 2) Foods would rarely come from the *Foods to Serve Least Often List*.
- 3) Energy drinks, such as Red Bull, Full Throttle, Rockstar, Amp, Stoked, SoBe Adrenaline Rush and the like are prohibited from being on School Board property.
- 4) Teachers and administrators will encourage students to drink water.
- 5) Schools should try to use local products first, where possible.

Criteria for Vending Machines

- 1) All food and beverages in vending machines which are accessible to students will be selected from the "Healthy Vending Machine and Canteen Foods" list (Appendix E). Vending machines will not be used to sell carbonated soft drinks, fruit drinks, fruit juices with less than 100% juice, sports drinks or energy drinks.
- 2) Schools will manage and operate vending machines in accordance with the terms of this Policy.

Special Functions

- 1) Although healthy foods should be promoted for daily consumption, as well as on celebration days, it is recognized that schools need to be flexible for celebration days/events.
- 2) Schools are encouraged to offer healthy foods or non-food items as rewards to students for good behaviour, or achievement.

Food Safety

- 1) Administrators will ensure that school staff and parent volunteers are familiar with safe food handling practices.
- 2) Schools will adhere to the Provincial Anaphylaxis Policy.
- 3) Students should wash their hands properly before eating or preparing food.

3. Nutrition EducationCurriculum

- 1) The Eastern School District will work with the Department of Education and Early Childhood Development and community partners to promote the further development and enhancement of a current, relevant nutrition education curriculum and enhance resources available to teachers to support nutrition education activities.
- 2) Schools should use a comprehensive approach to nutrition education involving the whole school community (families, individuals and organizations in the community) in nutrition education activities to positively influence students nutrition knowledge, attitudes, skills and eating habits.
- 3) When possible, schools should incorporate nutrition education into other subject areas and outside classroom activities.
- 4) Schools should capitalize on the educational opportunities school food services provide and coordinate these services with classroom teaching.
- 5) Schools will support opportunities for staff development and training for effective delivery of nutrition curriculum.

Role Models

Recognizing the importance of role modelling in promoting healthy eating:

- 1) Teachers, administrators, and school staff should act as positive role models to promote healthy eating within the classroom and school environment.

4. Evaluation

- 1) The Eastern School District will monitor adherence to and review the effectiveness of this policy.

Supportive documents available in *The School Healthy Eating Toolkit* which is available online at www.healthyeatingpei.ca:

- Fund-raising alternatives
- Microwave safety
- Peanut alternatives
- Practical suggestions for emergency food cupboard
- Lunch program options
- Plain language document explaining the guidelines for parents (one page)
- Short summary piece available for schools to use in their newsletters and handbook
- A comprehensive Q&A document that provides the rationale for each item of the guidelines.

GUIDE TO FOOD CHOICES

The Eastern School District encourages choosing the healthiest options from all four food groups from *Eating Well with Canada's Food Guide* for a balanced and healthy diet. Schools should strive to serve foods that are whole, minimally or un-processed, locally-sourced, seasonally available and prepared in a healthy way (e.g., baked, steamed).

This *Guide to Food Choices* accompanies the Eastern School District's Nutrition Policy. It consists of three food lists which have been developed based on *Eating Well with Canada's Food Guide*.

The three lists are: 1) *Foods to Serve Most Often*; 2) *Foods to Serve Sometimes*; and 3) *Foods to Serve Least Often*. A list of Healthier Vending Machine and Canteen Foods is also included. These lists are meant to assist schools in selecting healthy choices for when food is available (e.g. canteen, lunch program, snack program, breakfast program, emergency food cupboard, etc.). These food lists can also be used as a guide for parents when selecting foods for lunches. Condiments are not included in the food lists; however, it is recommended when consuming condiments, to consume in small amounts (i.e., 1 tsp., 1 tbsp.).

Note: The food lists are not meant to be used by teachers and administrators as a tool to evaluate students' lunches from home. However, they can be used in the classroom to support learning and teach healthy eating.

Breakfast for Learning (Appendix A)

Programs and Events: Best Practices Project

Beginning in 2000, *BREAKFAST FOR LEARNING* invited communities to participate in discussions to support quality delivery of child nutrition programs throughout the country. This country-wide consultation, in association with several partners and funded by Health Canada, provided participants with the opportunity to share their experiences and stories, successes and challenges, and their own best practices.

At the end of this process, a national conference was held in Ottawa. Child nutrition volunteers and community leaders from across the country met to develop consistent, country-wide guidelines for best practices that ultimately ensure nutritional health for our children.

Keys to Success

The next several years were spent analyzing, evaluating and piloting these standards. The best practices required an effective, accessible and barrier-free delivery vehicle that allowed programs to implement and self-assess at their own pace - resulting in the Keys to Success program.

In September 2006, Keys to Success was launched through the Eat Right! Be Bright! Club Website - a one-stop interactive website dedicated to child nutrition. Through The Club website, hundreds of programs have registered and are working through the Keys - achieving excellence in child nutrition!

Keys at a Glance

- Key 1: Menu for Learning - Food Quality
- Key 2: Effective Program Management - Partnerships and Collaboration
- Key 3: Who is Served - Access & Participation
- Key 4: Staff and Volunteers - Inclusive and Efficient
- Key 5: Creating a Positive Environment for Children - Safe, Nurturing and Fun
- Key 6: Money Matters - Financial Accountability
- Key 7: Measuring Success - Evaluation

To access and learn more about Breakfast for Learning and the Keys to Success, visit www.breakfastforlearning.ca

Appendix B - Foods to Serve Most Often: Serve These Foods Daily

These foods should be the main focus in a healthy diet, with special emphasis on Vegetables and Fruit and Grain Products. Foods on this list tend to be rich in essential nutrients (vitamins, minerals, protein, carbohydrates, etc.), and **are generally low in fat, sugar and sodium (salt)**. **These foods are primarily found in the four food groups of *Eating Well with Canada's Food Guide***. Choose foods that are whole, minimally or un-processed, locally-sourced, seasonally available and prepared in a healthy way to serve/sell in schools most often.

Vegetables and Fruit	Grain Products	Milk and Alternatives	Meat and Alternatives	Combination Foods*
<ul style="list-style-type: none"> -Fresh vegetables and fruit -Frozen vegetables (no added fat) -Low sodium canned vegetables -Tomato sauce (low in sodium) -Vegetable soups (homemade, frozen or canned, low fat/low sodium) -Vegetable stir-fried -Baked, boiled or mashed potatoes (with little or no fat) -Green salads (without high fat dressing) -Canned fruit (packed in 100% juice or water) -100% dried fruit (e.g. raisins, cranberries) -100% fruit/veggie leathers or bars (no sugar added) -Applesauce or fruit blended applesauce products (no sugar added) -Frozen fruit (no sugar added) -Frozen fruit bars (100% real fruit juice) -Fruit smoothies (made with real fruit or 100% fruit juice) -100% fruit or vegetable juice or 100% juice blends 	<ul style="list-style-type: none"> -100% whole grain or whole wheat breads, buns, rolls, bagels, English muffins, pita bread, wraps, tortillas, bannock, naan, roti, waffles, pancakes or pizza dough -Whole grain, whole wheat crackers, breadsticks or flatbreads (low fat) -Whole grain, unsweetened or low-sugar, ready-to-eat cold cereals -Hot cereals (e.g. oatmeal) -Rice cakes, plain popcorn -Corn bread -Whole wheat noodles or pasta -Brown or wild rice -Barley, bulger, quinoa, or other whole grains -Low fat, high fibre muffins made with vegetables or fruit -Cookies (made with oatmeal or dried fruit and whole wheat flour) 	<ul style="list-style-type: none"> -White or chocolate milk, 2% milk fat (M.F.) or less -Flavoured milks (2% M.F. or less, 28 g sugar/ 250 ml) -Soya beverages (original and flavoured, 2% M.F. or less) -Fresh or frozen yogurt (2% M.F. or less) -Yogurt tubes (2% M.F. or less) -Cheese (21% M.F. or less; e.g. part skim mozzarella, cheddar) -Cheese strings (21% M.F. or less) -Cottage cheese (2% M.F. or less) -Milk-based soups and chowders (2% M.F. or less; homemade, or canned low fat/low in sodium) -Smoothies made with milk products (2% M.F. or less) 	<ul style="list-style-type: none"> -Chicken or turkey (unbattered) -Fish or seafood (fresh or frozen, unbattered) -Lean or extra lean beef or pork -Low sodium lean deli meats (ham, chicken, turkey, roast beef) -Meatballs or meatloaf made with lean or extra lean meat -Canned fish (packed in water) -Eggs or egg substitutes -Tofu -Legumes (e.g. beans, peas and lentils) -Bean based dips (e.g. hummus) -Peanut butter -Soy nut or almond butter -Nuts and seeds (unsalted) 	<ul style="list-style-type: none"> -Stir fry (chicken/beef/vegetable) -Fajitas, quesadillas, soft tacos (made with whole wheat wrap) -Wraps/pitas (made with whole wheat shell) -Submarine/sandwiches with lean deli meats made with whole grain breads -Grilled cheese sandwich (made with whole wheat bread, lower fat cheese) -Meatballs and brown rice/whole wheat noodles -Spaghetti or macaroni and cheese (made with whole wheat noodles) -Shepherds pie -Cabbage rolls -Salads (vegetable, pasta, etc.) -Soup, stew or chili -Noodle or rice soup (homemade or canned low fat/low sodium) -Cheese/veggie/chicken pizza made on whole wheat crust -Panzarotti with vegetables and lower fat cheese -Souvlaki -Falafel (not fried) -Yogurt (2% M.F. or less) and fruit parfaits -Trail mix <p style="text-align: right;">*Foods in this category should be made with 'Serve Most Often' ingredients</p>

Appendix B - Foods to Serve Most Often: (Continued)**Use these Nutrient Criteria:**

Total Fat:	Maximum 5 g per serving – Vegetables and Fruit, Grain Products & Milk and Alternatives Maximum 10 g per serving – Combination Foods & Meat and Alternatives, with the <u>exception</u> of the following: - If permitted, schools can serve peanut/nut butters, and unsalted/unsweetened nuts and seeds (not roasted in oil). Refer to school's allergy policy.
Saturated Fat:	Maximum 3 g per serving
Trans Fat Free:	Maximum 0.5 g per serving
Fibre:	Minimum 2 g per serving - This applies only to grain products, and with <u>exception</u> of the following: - Brown or wild rice is exempt from fibre criteria. A minimum of 1.5 g fibre per serving is permitted for whole grain/whole wheat breads.
Sugar:	Maximum 10 g per serving - with the <u>exception</u> of the following: - Fresh vegetables and fruit, canned vegetables and fruit (packed in water/100% juice), frozen vegetables and fruit, 100% dried fruit, 100% vegetable and fruit juices may contain natural sugar exceeding 10 g per serving. - Lower fat (2% M.F. or less) flavoured milks may contain a maximum of 28 g sugar per 250 ml serving. - Lower fat (2% M.F. or less) yogurts may contain a maximum of 15 g sugar per 100 g serving.
Sodium:	Maximum 200 mg per serving - Vegetables and Fruit, Grain Products, Milk and Alternatives & Meat and Alternatives Maximum 480 mg per serving - Combination Foods

**Appendix C - Foods to Serve Sometimes:
Serve No More Than 2 Food Items From Each Column Per Week**

The foods featured on this list are also healthy choices, but they may be higher in calories, fat, sugar, sodium (salt) or more processed than the foods found on the "Foods to Serve Most Often" list.

Vegetables and Fruit	Grain Products	Milk and Alternatives	Meat and Alternatives	Combination Foods
<ul style="list-style-type: none"> -Regular canned vegetables, drained -Vegetables with sauces (e.g. cheese sauce) -Vegetable soup (canned, frozen, regular) -Canned fruit (in light syrup) -Applesauce or fruit blends with sugar added -Fruit crisps (e.g. apple, strawberry- rhubarb) -Oven baked french fries 	<ul style="list-style-type: none"> -White, 60% whole wheat, enriched breads, buns, rolls, bagels, English muffins, pita bread, wraps, tortillas, bannock, naan, waffles, pancakes or pizza dough -Bread stuffing -Loaf breads or sweet breads (e.g. banana, zucchini, pumpkin) -Sweetened cereal made with oats or whole grains -Cereal bars and granola bars (low fat) -Cereal snack mix -Non whole grain crackers -Low fat cookies -Graham wafers or digestive cookies -Melba toast or white bread sticks -Biscuits, scones, bannock -Pretzels -Fruit bars (e.g. fig newtons) -Date squares -White or flavoured noodles or pasta -White rice or rice noodles -Couscous 	<ul style="list-style-type: none"> -Whole milk -Ice milk -Hot chocolate made with milk (2% M.F. or less) -Milk based puddings -Yogurt and yogurt drinks (more than 2% M.F.) -Frozen yogurt (more than 2% M.F.) -Yogurt dips -Cheese (>21% M.F. and <32% M.F.) -Processed cheese products (e.g. slices, spreads) -Custards 	<ul style="list-style-type: none"> -Baked chicken/veggie burgers or nuggets; battered and not fried -Baked fish; battered and not fried -Fish canned in oil -Baked ham -Nuts and seeds (salted) 	<ul style="list-style-type: none"> -Lasagna -Macaroni and cheese (made with white noodles) -Pastas made with cream sauces -Grilled cheese (made with white bread) -“Salad-type” sandwiches made with full fat mayonnaise (e.g. egg, tuna, chicken) -Soups, (canned, regular) -Lower fat hot dogs or veggie dogs with bun - Noodle or rice soup (canned or instant) -Pizza with lean meats (ham or ground beef) made on white crust -Hard tacos -Sloppy Joes -Garlic bread, garlic slice, garlic fingers (made with lower fat cheese, <21% M.F.) -Quiche
<p>* Choose <u>no more than 2 food items from this list per week</u></p>	<p>* Choose <u>no more than 2 food items from this list per week</u></p>	<p>* Choose <u>no more than 2 food items from this list per week</u></p>	<p>* Choose <u>no more than 2 food items from this list per week</u></p>	<p>* Choose <u>no more than 2 food items from this list per week</u></p>

Use These Nutrition Criteria:

Total Fat:	Maximum 10 g per serving
Saturated Fat:	Maximum 6 g per serving
Trans Fat Free:	Maximum 0.5 g per serving
Fibre:	Less than 2 g per serving for grain products. This criteria applies to only grain products, with the exception of less than 1.5 g for bread products.
Sugar:	Maximum 20 g per serving
Sodium:	Maximum 480 mg per serving - Vegetables and Fruit, Grain Products, Milk and Alternatives & Meat and Alternatives Maximum 1000 mg per serving - Combination Foods

**Appendix D - Foods to Serve Least Often:
Serve These Foods Infrequently
(Serve No More Than 2 Food Items from This Entire List Per Month)**

The foods on this list tend to be quite high in fat, sugar, sodium(salt), calories or offer little nutritional value. The foods on this list should be avoided most of the time, but can fit, once in a while, in a healthy diet.

Vegetables and Fruit	Grain Products	Milk and Alternatives	Meat and Alternatives	Combination Foods	Other
<ul style="list-style-type: none"> -Fried vegetables -Deep fried french fries -Fruit drinks and juices with less than 100% real fruit juice -Canned fruit in heavy syrup -Fruit pies -Fruit leather (made with less than 100% real fruit) 	<ul style="list-style-type: none"> -High fat muffins (cake-like, commercially prepared) -Sweetened breakfast cereals -Crackers (not low fat) -Granola bars (dipped, not low fat) -Cookies (commercial or higher fat, regular recipe) -Noodles (canned or instant "fried type") -Toaster pastries, pop tarts 	<ul style="list-style-type: none"> -Cream soups, regular -Milkshakes -Ice cream, regular -Frozen novelty ice cream (e.g. Drumsticks) -Cheese (>32% M.F.) 	<ul style="list-style-type: none"> -Regular fat processed meats (e.g. pepperoni, salami, bacon, bologna, etc) -Sausages, regular -Battered/ breaded, and fried meat, fish or chicken (e.g. deep fried chicken nuggets/ burgers) -Regular ground beef -Sesame snaps 	<ul style="list-style-type: none"> -Pizza with processed meats (e.g. pepperoni, salami, bacon) -Hot dogs, regular with bun -Bacon, Lettuce and Tomato (BLT) sandwiches -Noodle soup (canned or instant "fried type") -Donairs -Chicken wings -Egg rolls, fried -Poutine -Fries with the works 	<ul style="list-style-type: none"> -Potato or nacho chips -Sun Chips -Chocolate bars -Pastries, pies and cakes -Doughnuts -Squares (e.g. brownies) -Candy -Soft drinks (carbonated soda) -Iced tea -Lemonade -Sweetened fruit drinks -Sports drinks -Slushies, regular -Popsicles and freezies -Frozen fruit bars (less than 100% real fruit juice) -Hot chocolate made with water -Meal replacement bars, protein/energy bars

Use These Nutrition Criteria

Total Fat:	More than 10 g per serving
Saturated Fat:	More than 6 g per serving
Trans Fat:	More than 0.5 g per serving
Fibre:	Less than 2 g per serving - Criteria applies to only grain products
Sugar:	More than 20 g per serving
Sodium:	More than 480 mg per serving - Vegetables and Fruit, Grain Products, Milk and Alternatives & Meat and Alternatives
	More than 1000 mg per serving - Combination Foods

Appendix E - Healthier Vending Machine and Canteen Foods

The foods included on this list are healthy choices that can be included in vending machines or school canteens.

Beverages	Snacks
-Milk (2% M.F. or less) -Chocolate or flavoured milk (2% M.F. or less; ≤ 28 g sugar/250ml) -Soya beverages (original and flavoured, 2% M.F. or less, ≤ 28 g sugar/250ml) -100% fruit or vegetable juices (≤ 28g sugar/250ml) -Water (plain or flavoured)	-Raw vegetables and low fat dip -Fresh fruit - whole, pre-cut with dip, or fruit salad -Fruit cups (packed in 100% juice or water) -Applesauce or applesauce blend cups (no sugar added) -Pudding -Fresh or frozen yogurt; yogurt tubes -Frozen fruit juice bars with 100% real fruit juice -Raisins and other dried fruit (apricots, apple slices, cranberries, pineapple, etc.) -Fruit and veggie bars -Date, raspberry or fig cookies (e.g. fig newtons) -Breadsticks and cheese -Whole grain bread, bagels, rolls and muffins -Pretzels -Baked chips -Salsa portion cups -Rice cakes or rice crisps -Pita puffs/pita minis -Cereal snack mix -Cereal bars -Crackers & topping (e.g. cheese, peanut butter, jam, etc.) -Cheese strings/portions -Granola bars (low fat, not dipped) -Rice Crispy Squares -Nuts & seeds (peanuts, sunflowers, pumpkin seeds, almonds, soy nuts, etc.) -Tuna snacks* (exception 6 g fat/serving) -Soup @ Hand -Trail mix (combination of dried cereal, dried fruit, nuts and seeds)

Use These Nutrition Criteria:

Total Fat:	Maximum 5 g per serving
Saturated Fat:	Maximum 3 g per serving
Trans Fat:	Maximum 0.5 g per serving
Sugar:	Maximum 15 g per serving, with the exception of: - Fresh vegetables and fruit, canned vegetables and fruit (packed in water/100% juice), frozen vegetables and fruit, 100% dried fruit, 100% vegetable and fruit juices - Lower fat (2% M.F. or less) flavoured milks may contain a maximum of 28 g sugar per 250 ml serving
Sodium:	Maximum 480 mg per serving



**Western School Board
of Prince Edward Island**

Policy: EF
Subject: Nutrition

Approval Date: June 2005
Revision Date: December 2010
Review Date: December 2013

Page: 1 of 12

Policy Statement: The Western School Board believes that nutrition has a significant impact on the health and academic achievement rates of students. Good nutrition is essential for healthy growth and development, and reduces the risk of obesity, heart disease, cancer, diabetes and osteoporosis. The Board believes it is critical to establish healthy eating behaviours in childhood so as to provide children and youth with the opportunity to develop healthy eating behaviours for life. Healthy eating behaviours begin at home in early childhood and later become a cooperative effort between the home and the school.

The Board will mandate schools to encourage and maintain supportive environments which promote healthy food choices, both in the foods available at school and through educational programs. The Board provides regulations to assist schools in achieving the objectives of this policy.

The Board will improve **student access to food** by: improving access by all students to healthy, safe, reasonably priced, attractively presented food choices; and will attempt to reduce hunger among children living with food insecurity, through enhanced access to healthy foods within the school setting, provided in a non-stigmatizing manner.

The Board **recognizes that the quality of food available** at school is an important determinant of healthy eating in children. Enhanced healthy eating will be achieved by providing healthy food and beverage choices in cafeterias, vending machines, canteens and school food programs and using healthy food choices, or non-food items for fundraising activities and campaigns. The regulations are not meant to be used by teachers and administrators as a tool to evaluate students' lunches from home.

The Board believes that **nutrition education** is important and most effective if a comprehensive approach involving the school and broader community is used. Teachers and school staff are a valuable resource in helping students understand the relationship between nutrition, health and physical activity and developing the knowledge, positive attitudes and skills necessary to make healthy food choices for life.

While recognizing that parents are ultimately responsible for their child's nutritional health, schools should work with their parent groups and other community partners to encourage and support parents to:

- ensure that their children eat a healthy breakfast,
- pack healthy lunches, and
- eat healthy meals at home.

The following regulations are set out to assist schools to achieve the objectives of the Western School Board Nutrition Policy. These were identified in consultation with lead schools in the Western School Board. There are several documents available to support schools with adherence to these regulations; these are listed at the end of the "Regulations" section.

Regulations:

1.0 Student Access to Food

Programming

- All schools will continue to participate in and promote the PEI School Milk Program.
- All schools are encouraged to stock an emergency food cupboard with healthy choices for students in need.
- Schools are encouraged to provide breakfast or snack programs when a need is identified, which will:
 - be open to all students but will not be promoted as a replacement for breakfast eaten at home; and will
 - follow the Keys to Success (best practice program standards) from *Breakfast for Learning*. (Appendix A)

2.0 Pricing

Schools will support healthy food and beverage choices by pricing approaches which encourage students to choose healthy foods and beverages over less healthy foods and beverages when they are sold at school.

3.0 Promotion and Advertising

Schools will work to develop an environment that promotes healthy eating by:

- promoting and/or advertising only healthy food and beverage choices [those in the “Foods to Serve Most Often” (Appendix B) and “Foods to Serve Sometimes” (Appendix C) lists in the *Guide to Food Choices*; also refer to the Healthy Eating Alliance’s Smart Eating Guide Poster].
- not accepting advertising of food products for unhealthy food and beverage choices [those in the “Foods to Serve Least Often” list (Appendix D)].
- giving priority display space to foods from the “Foods to Serve Most Often” and “Foods to Serve Sometimes” food lists over the “Foods to Serve Least Often”(e.g. placement of fruits and vegetables at student eye level, counter-top refrigerators, etc.).
- displaying attractive, current promotional materials (e.g. posters, displays, etc) related to healthy eating throughout schools.
- carrying materials that support the Nutrition Policy and Regulations in school resource centres (e.g. books, videos, pamphlets).
- participating in PEI Healthy Eating Alliance and Nutrition Month activities, where possible.

4.0 Time to Eat

Schools shall:

- allow a minimum of 20 minutes for students to eat lunch.

- encourage that foods are eaten after outside play in the elementary setting, whenever possible.
- assure that lunch is eaten in a calm positive environment.

5.0 Student Choice

- School staff, cafeteria staff and parent groups should involve students in planning school food choices.
- Students should be encouraged to choose food from the “Foods to Serve Most Often” and “Foods to Serve Sometimes” lists.
- Schools may provide microwaves in classrooms and/or cafeteria settings to broaden the range of food choices for students.

6.0 Quality of Food and Beverages Available at School

6.1 Criteria for Food and Beverages Available in Canteens, Cafeterias, School Lunch, Breakfast Programs, and Snack Programs.

- Foods and beverages sold or made available at school for lunch, canteen, and breakfast and snack programs will be selected from the “Foods to Serve Most Often” or “Foods to Serve Sometimes” lists and will emphasize vegetables and fruit; lower fat white and chocolate milk; whole grain products; lean meats; foods prepared with little or no fat; and foods low in salt, sugar, and caffeine.
- Foods would rarely come from the *Foods to Serve Least Often* List.
- Energy drinks, such as Red Bull, Full Throttle, Rockstar, Amp, Stoked, SoBe Adrenaline Rush and the like are prohibited from being on School Board property.
- Teachers and administrators will encourage students to drink water.
- Schools should try to use local products first, where possible.

6.2 Criteria for vending machines

- All food and beverages in vending machines which are accessible to students will be selected from the “Healthy Vending Machine and Canteen Foods” list (Appendix E). Vending machines will not be used to sell carbonated soft drinks, fruit drinks, fruit juices with less than 100% juice, sports drinks or energy drinks.
- Schools will manage and operate vending machines in accordance with the terms of this Policy.

7.0 Special Functions

Although healthy foods should be promoted for daily consumption, as well as on celebration days, it is recognized that schools need to be flexible for celebration days. Schools are encouraged to offer healthy foods or non-food items as a

reward to students for good behaviour, achievement, or participation in fundraising activities.

8.0 Fundraising

Fundraising activities by schools and parent groups will centre on non-food products or healthy food choices from the “Foods to Serve Most Often” or “Foods to Serve Sometimes” lists.

9.0 Food Safety

- Administrators will ensure that school staff and parent volunteers are familiar with safe food handling practices.
- Schools will adhere to the Provincial Anaphylaxis Policy.
- Students should wash their hands properly before eating or preparing food.

10.0 Nutrition Education

10.1 Curriculum

- The Board will work with the Department of Education and Early Childhood Development and community partners to promote the further development and enhancement of a current, relevant nutrition education curriculum and enhance the resources available to teachers to support their nutrition education activities.
- Schools should use a comprehensive approach to nutrition education involving the whole school community (families, individuals and organizations in the community) in nutrition education activities to positively influence students’ nutrition knowledge, attitudes, skills and eating habits.
- When possible, schools should incorporate nutrition education into other subject areas and outside classroom activities.
- Schools should capitalize on the educational opportunities school food services provide and coordinate these services with classroom teaching.
- Schools will support opportunities for staff development and training for effective delivery of nutrition curriculum.

10.2 Role Models

Recognizing the importance of role modelling in promoting healthy eating, teachers, administrators, and school staff should act as positive role models to promote healthy eating within the classroom and school environment.

11.0 Evaluation

School districts/boards will monitor adherence to and review the effectiveness of this policy.

Supportive documents available in *The School Healthy Eating Toolkit* which is available online at www.healthyeatingpei.ca:

- Fund-raising Alternatives

- Microwave Safety
- Peanut Alternatives
- Practical suggestions for emergency food cupboard
- Lunch program options
- Plain language document explaining the guidelines for parents (one page)
- Short summary piece available for schools to use in their newsletters and handbook
- A comprehensive Q&A document that provides the rationale for each item of the guidelines.

Breakfast for Learning (Appendix A)

Programs and Events: Best Practices Project

Beginning in 2000, *BREAKFAST FOR LEARNING* invited communities to participate in discussions to support quality delivery of child nutrition programs throughout the country. This country-wide consultation, in association with several partners and funded by Health Canada, provided participants with the opportunity to share their experiences and stories, successes and challenges, and their own best practices.

At the end of this process, a national conference was held in Ottawa. Child nutrition volunteers and community leaders from across the country met to develop consistent, country-wide guidelines for best practices that ultimately ensure nutritional health for our children.

Keys to Success

The next several years were spent analyzing, evaluating and piloting these standards. The best practices required an effective, accessible and barrier-free delivery vehicle that allowed programs to implement and self-assess at their own pace - resulting in the Keys to Success program.

In September 2006, Keys to Success was launched through the Eat Right! Be Bright! Club Website - a one-stop interactive website dedicated to child nutrition. Through The Club website, hundreds of programs have registered and are working through the Keys - achieving excellence in child nutrition!

Keys at a Glance

Key 1: Menu for Learning - Food Quality

Key 2: Effective Program Management - Partnerships and Collaboration

Key 3: Who is Served - Access & Participation

Key 4: Staff and Volunteers - Inclusive and Efficient

Key 5: Creating a Positive Environment for Children - Safe, Nurturing and Fun

Key 6: Money Matters - Financial Accountability

Key 7: Measuring Success - Evaluation

To access and learn more about Breakfast for Learning and the Keys to Success, visit www.breakfastforlearning.ca [Eat Right! Be Bright! the Club site.](#)

FOOD SERVICES AGREEMENT

Made as of the 1st day of September, _____

B E T W E E N:

a company established under the laws of Prince Edward Island

(the “**Client**”)

- and -

_____”

a company incorporated under the laws of Canada

(“_____”)

RECITALS

1. _____ carries on the business of providing food service management and submitted a proposal (the “**Proposal**”) to the Client for the management of its food services at the Schools listed on Schedule “A” attached hereto (each a “**School**” and collectively referred to as the “**Schools**”).

2. The Client wishes to accept the Proposal and to appoint _____ to operate such food services and _____ has agreed to accept such appointment all on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants contained herein, the parties hereto agree as follows:

1. Effective Date and Term

This Agreement shall be effective as of the 1st day of September, _____ (the “**Effective Date**”), and shall continue in full force until the 30th day of June, _____ (the “**Initial Term**”), unless terminated as hereinafter provided.

Following the Initial Term, this Agreement may be renewed on a yearly basis, unless notice of non-renewal shall have been given by one party to the other no later than ninety (90) days prior to the expiry of the Initial Term or of the then current renewal term.

Notwithstanding that this Agreement has not been renewed or replaced in writing by the parties, if the Initial Term or the then current renewal term of this Agreement expires and _____ continues to provide the Food Services, then, unless otherwise agreed to in writing by the parties, the terms and conditions of this Agreement, other than Subsections (a), (b) and (c) of Section 13 “Termination”, shall continue in full force and effect until the earlier of: (i) the

Initials	
Client	_____

effective date of an agreement entered into by the parties for a new term for the provision of the Food Services and (ii) thirty (30) days after the date on which either the Client or _____ provides written notice of termination of this Agreement to the other.

2. **Services to be provided by _____**

_____ shall provide all food and beverage services as shall be required by the Client (“**Food Services**”) for such persons as the Client authorizes to be served by _____ at the Schools all on the terms and conditions as herein set out.

The Food Services shall include the following:

- (a) management and operation of the kitchen, servery and restaurant (the “**Food Service Facilities**”);
- (b) the planning of menu patterns and the development of all formulae combining high standards of nutrition and appetizing goodness;
- (c) the purchasing of all food and other supplies, maintenance of adequate inventories and the production and processing of all goods, utilizing proven formulae and exacting food preparation controls;
- (d) the cash flow to maintain an adequate inventory of food and other supplies necessary for the operation of the Food Services Facilities;
- (e) the hiring, training, supervision and discipline of the personnel necessary for the efficient operation of the Food Services Facilities;
- (f) provide and maintain at all times an adequate amount of staff on duty for efficient operation of the food and beverage services;
- (g) the cash flow to pay the salaries, wages and benefits of the food service personnel employed in the operation of the Food Service Facilities;
- (h) the application of hygiene and sanitary procedures and controls;
- (i) the day to day cleaning of kitchen (including floors, ceilings and walls as needed), servery and other Food Service Equipment (as such term is defined herein);
- (j) taking all reasonable measures to prevent waste or damage to supplies, material and the Schools, and the safe operation of the Food Services Equipment (as defined herein), and informing the Client of all required repairs and replacements of the Food Service Equipment.

Initials	
Client	_____

- (k) the provision of the following vending services at one or more of the Schools, as mutually agreed upon by both parties (the “**Vending Services**”):
 - (i) the provision, maintenance, and repair of all vending machines placed at the Schools and operated by _____ (the “**Vending Equipment**”);
 - (ii) the regular restocking of the Vending Equipment to ensure the availability of products offered through the Vending Equipment;
 - (iii) the cleaning of the exterior and dispensing functions of the Vending Equipment;
 - (iv) the ensuring that _____ employees are available to provide refunds and to address complaints with respect to Vending Services during normal business hours;
 - (v) the collecting of the money from the Vending Equipment on a daily basis; and
 - (vi) the monitoring of sales from the Vending Equipment to determine customer preference.

3. Facilities and Services to be provided by the Client

The Client shall provide the following:

- (a) the Food Service Facilities which can be locked and secured;
- (b) all equipment required for the provision of the Food Services (unless otherwise specified herein) (the “**Food Service Equipment**”) and the maintenance, repair and replacement of such Food Service Equipment as required;
- (c) the provision and maintenance of an adequate inventory of cutlery, china, glassware, pots, pans, silverware, trays, smallwares, and other cooking and serving utensils;
- (d) adequate means of garbage storage, disposal and/or removal;
- (e) heat, light, power, fuel, hot and cold water sufficient to meet sanitary standards for dish and pot washing, together with outlets and connections (collectively “**Utilities**”);
- (f) the maintenance, decoration and repair of the Schools as the Client considers reasonably necessary all at times and in a manner that will not unreasonably interfere with the operation of the Food Service Facilities;

Initials	
Client	_____

- (g) the regular cleaning of floors, ceilings, walls and light fixtures in the dining area, and twice yearly deep cleaning of the dining area, servery and kitchen, including floors, ceilings, walls, light fixtures, grease traps, filters, hoods, and canopies;
- (h) washroom facilities for _____ employees including the provision of paper towels, hand soap and garbage bags;
- (i) the replacement of drapes and light bulbs;
- (j) permission for the _____ to have installed at _____'s expense and in _____'s name, high speed internet and telephone service;
- (k) rodent and pest control for the Schools, including the Food Service Facilities;
- (l) adequate storage facilities to permit the maintenance of appropriate product inventory as determined by the client;
- (m) adequate access for _____ to the Food Service Facilities and to the locations of the Vending Equipment in the Schools;
- (n) all electrical power and water to operate the Vending Equipment together with all necessary outlets and connections therefor;
- (o) janitorial and security services in the areas around the Vending Equipment to the same level as is provided with respect to the rest of the Schools; and
- (p) adequate security for the Schools.

4. Workplace Safety Insurance

_____ is responsible for the safe operation of the Food Service Equipment and the Food Service Facilities. It is, however, the Client's responsibility to maintain the Food Service Equipment and the Food Service Facilities and any associated access or egress routes at the Schools used by _____ personnel, agents, suppliers, or invitees in a safe condition at all times and in a manner to ensure their compliance with all applicable health, sanitary, safety and other laws, regulations, by-laws and directions of any competent governmental authority having jurisdiction over the Client or the Schools.

5. Hours of Operation

_____ shall operate the Food Service Facilities on Monday through Friday inclusive, statutory holidays excepted, between the hours of 8 a.m. and 1:30 p.m. Catering services may be arranged through mutual agreement between _____ and Client. Hours shall be subject to change by mutual agreement based on the level of sales and usage of Food Service Facilities.

Initials	
Client	_____

6. **Exclusivity**

_____ shall be the preferred, but not exclusive, provider for catering services at the Schools for any of its fundraising or other events. During the occasions when an outside caterer has been selected to provide such catering, _____ will have the right to have one of its employees present, the cost of which will be reimbursed by the Client. _____ shall not use the facilities for other than cafeteria services provided to the Client without first having obtained the Client’s prior written permission.

7. **Product Exclusivity and _____ Vendors**

- (a) **No Third Party Exclusivity:** The Client represents and warrants to _____ that it has not entered into any exclusivity arrangements with the suppliers of any food or beverage products. The Client agrees with _____ that should the Client be approached by a producer of such food or beverage products with a request to grant exclusivity rights, the Client will forthwith advise _____ accordingly.
- (b) **Vendor Pricing and Volume Allowance:** In connection with Food Services provided hereunder, _____ shall purchase inventory, equipment, and services from various sellers and vendors selected by _____ at its sole discretion (each a “Vendor”). Purchases from Vendors shall be made under such terms, including pricing and volume allowances, as _____ deems in its sole discretion as acceptable (“Vendor Terms”). All Vendor Terms are the exclusive obligation and property of _____. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client’s obligations under this Agreement.

8. **Financial Arrangements**

Both parties agree to the financial arrangements as contained in Schedule “B” attached hereto and forming part of this Agreement. The H.S.T. number for _____ Compliance with Governmental and Other Regulations

- (a) _____ shall comply with all applicable health, workplace safety, sanitary and other laws, regulations and directions of any applicable governmental authority relating to the operation of the Food Service Facilities, including the use of the Food Service Equipment.
- (b) Client acknowledges that it is responsible for compliance with all applicable federal, provincial and municipal laws, including those relating to environmental, health and safety regulations with respect to the Schools and the operation of the Food Service Facilities, including the use of the Food Service Equipment.
- (c) Further to the Client’s responsibility, including pursuant to Sub-section 3(a) and Section 4 of this Agreement, to repair, replace and maintain the Food Service Facilities, including the Food Service Equipment, _____ reserves the right to cease, in whole or in part, providing the Food Services, if the Client fails to correct a situation which is in violation of applicable governmental health, or

Initials	
Client	_____

safety regulations and such failure would, in _____' opinion acting reasonably, place the Client's or _____' employees at risk.

9. **Insurance**

_____ shall, at its own expense, have in place and effective during the term of this agreement, and renewals thereof, the following insurance:

- (A) Commercial General Liability in an amount not less than five million dollars inclusive per occurrence against bodily injury and property damages. The Client is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to Tenant's Legal Liability in the amount of five million dollars, Blanket Contractual, Personal Injury, Non-owned Automobile, Products Liability and Cross Liability.
- (B) Automobile Liability on all vehicles owned, operated or licensed in the name of _____ in an amount not less than one million dollars.

All required insurance shall be endorsed to provide the Client with 30 days advance written notice of cancellation or material change.

The policies required by this agreement shall be in a form and with insurers satisfactory to the Client. A copy of the policy shall be delivered to the Client either prior to or shortly after execution of the agreement. Default of delivery or receipt by the Client shall not be construed as acknowledgement or concurrence that there has been compliance with the terms of this agreement.

_____ will maintain at its own expense insurance coverage for the following:

- (a) Loss or damage for bodily injury including damages for care and loss of services resulting from such bodily injury and any sickness or disease or death at any time resulting therefrom sustained by any person by reason of the provision of the Food Services under this Agreement or arising out of the consumption, handling, or use of goods or products manufactured, sold, handled or distributed by _____.
- (b) Damage to or destruction of property resulting from the provision of the Food Services under this Agreement, subject however to the conditions, limitations and exclusions forming part of the policy, which shall not be inconsistent with this Agreement. The aggregate limits of such policy shall be \$2,000,000 (Two Million Dollars) inclusive of coverage for loss or damage resulting from bodily injury, sickness and disease or death sustained by any one or more persons and for damage to or destruction of property from any one accident. In the case of product liability such limits shall be for all occurrences in any one policy year.

Initials	
Client	_____

This clause shall not be construed as imposing any liability upon _____ herein other than its obligation to maintain a policy of insurance containing agreements to the same or like effect as aforesaid or as a waiver by Client of any rights it may have against _____.

Client shall obtain and maintain insurance for the Schools, including the Food Service Facilities and the Food Service Equipment, against risks covered by standard forms of policies against fire, theft, and extended coverage in such amounts under such policies as appropriate. Policies shall contain a waiver of subrogation endorsement in favour of _____.

10. Mutual Indemnification and Limitation on Liability

- (a) **Mutual Indemnification:** Each party shall indemnify, defend and hold harmless the other and each of their respective servants, employees and agents from and against all actions, suits, claims, demands, losses, costs, charges, damages and expenses incurred, sustained or claimed, including reasonable legal fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damages caused by any negligent act or omission or breach by the indemnifying party or its employees or agents (except to the extent caused by the negligent act or omission or breach of the other party, or its employees or agents).
- (b) Notification of an event giving rise to an indemnification claim (“**Notice**”) must (a) be given to the indemnifying party as soon as is reasonably possible after the date on which such event was or should have been discovered, and (b) include a brief factual summary of the damage and cause thereof. The validity of an indemnification claim is expressly subject to and conditioned upon its compliance with the Notice provisions hereunder.

11. Trade Secrets and Proprietary Information

During the term of this Agreement, _____ or personnel employed by _____ may have access to or become privy to information that the Client regards as sensitive or that is subject to information and privacy legislation or the Client's policies, including this Agreement. _____ shall not use or disclose any such confidential information directly or indirectly, during or subsequent to the term of this Agreement, and shall instruct each one of its employees not to disclose, photocopy, or otherwise duplicate and/or remove any material found at the Schools.

During the term of this Agreement, the Client may have access to or become acquainted with various trade secrets and confidential information of _____, including this Agreement, recipes, food service surveys and studies, management guidelines and procedures, operating manuals, software packages, and similar compilations regularly used in the operation of the business of _____. The Client shall not and shall instruct its employees not to use or disclose the terms of this Agreement or any such trade secrets or confidential information directly or indirectly during or subsequent to the term of this Agreement.

Initials	
Client	_____

12. **Protection of Trade Marks and Trade Names**

The Client acknowledges that the trade names and the trade marks, including logos, used by _____ in the provision of the Food Services (collectively, the “**Trade Marks**”) are the sole and exclusive property of _____ and _____’ affiliates or licensors. The Client further acknowledges that the layouts and decorative schemes (the “**Protected Designs**”) in the Food Service Facilities which are designated by the Trade Marks or any of them or from which products identified by the Trade Marks or any of them are sold, are unique to _____ or _____’ affiliates or licensors and constitute proprietary rights of _____ and _____’ affiliates or licensors. The Client agrees that the use of the Trade Marks and of the Protected Designs at the Schools shall not create in favour of the Client any right, title or interest in or to the same. All the Trade Marks and Protected Designs and the goodwill arising therefrom or associated therewith shall belong to and enure to the exclusive benefit of _____, _____’ affiliates or licensors and their respective successors and assigns. In the event of the cancellation or termination of this Agreement for whatever reason, _____ shall immediately remove all reference to the Trade Marks and shall permit the Client at the Client’s expense to alter the layout of the Food Service Facilities, and the Food Service Equipment at the Schools in a manner acceptable to _____’ reasonable satisfaction so that subsequent to the termination of this Agreement, such layout and decorative schemes will be sufficiently distinct from the Protected Designs so as not to be capable of being mistaken for same.

13. **Termination**

- (a) **Termination without Cause:** Either party may terminate this Agreement on ninety (90) days prior written notice to the other party.
- (b) **Termination for Cause:** Should either party hereto default in any of its obligations or contravene any provision in this Agreement, the other party may serve written notice of such default or contravention on the party in default. If within ten (10) days of the date of receipt of such notification the party so notified does not remedy the default or cease the contravention, the party not in default may, in addition to any and all remedies available under all applicable laws, at its option:
 - (i) remedy such default or contravention at the expense of the other party; or
 - (ii) terminate this Agreement by giving ten (10) days written notice of termination to the other party.
- (c) **Immediate Termination:** Either party may terminate this Agreement immediately in the event that the other party:
 - (i) becomes insolvent or unable to pay its debts as they become due;
 - (ii) ceases to do business as a going concern; or
 - (iii) makes an assignment for the benefit of creditors, applies to or petitions any tribunal for the appointment of a custodian, receiver or trustee for

Initials	
Client	_____

itself or any substantial part of its assets, or commences any proceeding with respect to itself under any bankruptcy, reorganization, readjustment of debt, insolvency, receivership, dissolution or liquidation law or statute of any jurisdiction, or if it files any such application or petition, or if such proceeding is commenced against a party.

- (d) **Consequences of Termination:** Termination of this Agreement shall not operate to limit, reduce, cancel, or otherwise modify any obligations then accrued or unpaid. In the event of the termination of this Agreement, _____ shall furnish the Client with the usual statements and other documents as at the date of termination and any monies owing by one party to the other shall be paid within thirty (30) business days. Failure of Client to pay any outstanding monies will result in interest charged on the sum, calculated at 2% per month above the prime rate of the Canadian Imperial Bank of Commerce. In taking such accounts, all credits accruing one to the other shall be included. Neither the Client nor _____ shall have any claim against the other for salaries, wages, employee compensation or allowances arising out of the termination of this Agreement.

Upon termination of this Agreement, _____ agrees to peaceably surrender the Food Service Facilities, including the Food Service Equipment in good substantial repair and condition provided, however, that _____ shall not be responsible for Reasonable Wear and Tear, damage by fire not caused by negligence of _____ or its employees, lightning, tempests, riots, insurrection, civil commotion, Acts of God or terrorism. "Reasonable Wear and Tear" shall have the meaning commonly attributed to such term and shall include all losses or damage to chinaware, glassware, flatware, trays, utensils, and other smallwares which may result from breakage, theft, over-use, or negligent misuse.

14. **Survival of Obligations**

The provisions of Sections 10, 11, 12, 13, 14, 15, **Error! Reference source not found.**, 0 and 0 shall survive the termination of this Agreement.

15. **Independent Contractor**

_____ agrees not to hold itself out as a servant or employee of the Client or to pledge the credit of the Client in any way whatsoever, it being understood that _____ is an independent contractor providing only the food service management on behalf of the Client. Neither party intends, and nothing contained in this Agreement shall be construed, to establish a partnership or joint venture between parties. Neither party shall, by reason of any provision herein contained, be deemed to be the partner, agent or legal representative of the other nor to otherwise have the ability, right or authority to assume or create, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of the other party.

Initials	
Client	_____

16. Right to Inspect

_____ agrees to permit an authorized representative of the Client to have the right to inspect the Food Service Facilities during business hours. The inspection will be conducted in a manner to avoid disruption to the Food Services.

17. Licenses, Permits and Business and Property Taxes

_____ shall arrange to acquire all licenses and permits of whatsoever nature required for the operation and maintenance of the Food Services. Client shall pay all property taxes which are in any way related to this Agreement.

18. Force Majeure

In case performance of any terms or provisions hereof (other than the payment of moneys) shall be delayed or prevented, without limitation, because of compliance with any law, decree, or order of any governmental agency or authority, or because of riots, war, public disturbances, power interruptions, fuel shortages, strikes, lockouts, differences with workmen, fires, floods, Acts of God, terrorism or any other reason whatsoever which is not within the reasonable control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder. The party so prevented, delayed or interrupted shall give notice to the other party of such events as soon as reasonably possible and both parties shall use their reasonable efforts to comply with the terms of this Agreement notwithstanding such prevention, delay, or interruption.

19. Inventory Shrinkage

Notwithstanding Section 18 (Force Majeure), if electrical or equipment failure which is caused by the negligence of the Client or its employees causes the loss of refrigerated or frozen products, the Client shall pay for the replacement or any other losses of such products up to a maximum of \$1000.

20. Client Consent

Whenever pursuant to the terms this Agreement the consent, approval or decision of the Client is required, _____ shall be entitled to rely on a letter or email from an authorized representative stating that such consent, approval or decision has been given by the Client and such letter shall not be unreasonably withheld or delayed. Any such consent, approval or decision given by the Client shall not, in any way, amend the terms of this Agreement.

22. Limited Cash on Hand

_____ shall keep only a minimal amount of cash on hand on the premises so as not to attract thieves or attempted thieves.

Initials	
Client	_____

23. **Security Clearance**

_____ shall provide security clearance documents in a form satisfactory to the Client for each of _____ employees whose duties include attendance at any of the Schools to which this Agreement applies and for any future such employees.

24. **Dispute Resolution**

- (a) **Good Faith Negotiation:** In the event of any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement, or the breach, termination, validity, or enforceability of any provision of this Agreement (each a “**Dispute**”), the parties shall use their best efforts to resolve and settle any Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties.
- (b) **Binding Arbitration:** If the parties fail to reach a solution under subparagraph 24(a) to any Dispute occurring under this Agreement, save and except for any Dispute relating to the parties reaching mutually acceptable financial terms for any renewal term as referred to in Section 1 of this Agreement, then upon thirty (30) days written notice by either party to the other, all Disputes shall be settled conclusively by submission to binding arbitration in accordance with the National Arbitration Rules of the ADR Institute of Canada, Inc. then in effect (the “**Rules**”). A panel of one arbitrator shall hear the arbitration. In the event the parties cannot agree to the appointment of a single arbitrator, each party shall appoint one arbitrator to the panel and the two appointed arbitrators shall appoint a third arbitrator, which third arbitrator will be the chair of the panel. The arbitration will be held in Prince Edward Island in the English language. The procedures for arbitration shall be governed by the *Arbitration Act*, R.S.P.E.I. 1985, Cap A-16, except to the extent that such procedures are inconsistent with the Rules.

25. **Representations, Warranties, and Covenants**

- (c) The following representations, warranties and covenants are made at the time and from the effective date hereof and shall survive the termination of this Agreement:
- (d) The execution, delivery, and performance by the parties of this Agreement are within their respective powers, have been duly authorized by all necessary action, and do not and will not contravene their respective charters, agreement of partnership, or by-laws. This Agreement constitutes the valid and legally binding obligations of the parties, enforceable in accordance with its terms;
- (e) The Client has no right, title, or interest in, and shall not assert or disturb rights, title, or interest to, any equipment, inventory, or other property furnished or installed by _____ at the Schools. Client shall not operate, remove, or tamper with such equipment, inventory or other property except as required for routine cleaning and/or maintenance; and

Initials	
Client	_____

- (f) The Client represents and warrants that the Food Service Equipment complies with all applicable laws.

26. Notice

All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid, or by prepaid registered mail addressed to the Client at:

Attention:

Fax No.:(902)

Attention:

to _____ at:

Attention:

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

Any such notices shall be deemed to have been given (a) upon delivery in the case of personal delivery, (b) upon the first business day following facsimile receipt, (c) one (1) business day after deposit with an overnight courier, or (d) three (3) business days after deposit in the mail, provided that if such mail service shall be interrupted by strike or other irregularity before the deemed receipt of such notice as aforesaid, then such notice shall not be effective unless delivered or transmitted via facsimile.

27. Entire Agreement

This Agreement and the Schedules attached hereto constitute the whole and entire agreement between _____ and the Client in connection with the subject matter hereof and supersedes the Proposal and any prior agreements, undertakings, declarations, commitments, representations, written or oral, in respect thereof, and there are no express or implied terms, conditions, agreements, undertakings, declarations, commitments, representations, or warranties between the parties not expressly provided herein.

28. No Modification

No modification or change to this Agreement shall be binding upon any party unless contained in writing signed by the other party. No course of dealing, course of performance, or trade usage, and no parol evidence of any nature, shall be used to supplement or modify such agreement and understanding.

29. No Waiver

No waiver or course of dealing between the parties shall extend to, or constitute a waiver of, any subsequent or other Defaults or impair any right consequent thereon. No failure or delay

Initials	
Client	_____

on the part of any party in exercising any right, power, or privilege hereunder and no course of dealing between the parties shall operate as a waiver of any Default or any such right, power, or privilege. No waiver to this Agreement shall be binding unless contained in a writing signed by the waiving party.

30. Severability

Any provisions of this Agreement found upon judicial interpretation or construction to be prohibited by law shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions hereof; so long as the economic and legal substance of the subject matter of this Agreement is not affected thereby in any manner materially adverse to any party.

31. Set-Off

Either party may deduct, set-off, and/or apply all or part of any such party's payment obligations against any sums due to such party from the other party.

32. Assignment

No party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. The Agreement shall be binding upon and enure to the benefit of the successors and assigns of each of the parties hereto.

33. Signatures – Facsimile and Counterparts

This Agreement may be executed by the parties in separate counterparts each of which, when so executed and delivered, shall be deemed to constitute an original but all of which together shall constitute one and the same agreement.

34. Governing Law

The laws of the Province of Prince Edward Island and the applicable laws of Canada shall govern this Agreement.

Initials	
Client	_____

IN WITNESS WHEREOF the parties have hereunto attested by the hands of their proper officers duly authorized in that behalf.

Date

Per: _____
Name: _____
Title: _____

Date

Per: _____
Name: _____
Title: _____

Date

Per: _____
Name: _____
Title: _____

Date

Per: _____
Name: _____
Title: _____

SAMPLE

Initials	
Client	_____

SCHEDULE "A"
LIST OF SCHOOLS

1.

SAMPLE

Initials	
Client	_____

SCHEDULE "B"

FINANCIAL TERMS – PROFIT & LOSS

1. Profit & Loss

_____ agrees to provide the Food Services on a profit and loss basis and shall retain for its own account all revenues and cash receipts from the operation of the Food Service Facilities, except as otherwise provided herein.

2. Commissions

_____ shall pay to the Client as commissions a sum equal to ___% of Net Sales at ___(“”), ___% of Net Sales at (“”) and___, in each case on a 4 or 5 week period depending on _____’ accounting calendar. For purposes of this Agreement, the term “Net Sales” shall mean the aggregate of the following amounts:

- (i) the total gross amount of all sales made by _____ at the Schools, excluding any vending sales and less all applicable sales taxes, refunds and gratuities.

3. Caf Cash Vouchers

_____ agrees to provide the Principal of ____ . In each case the Caf Cash vouchers will be delivered upon signing of this Agreement and thereafter, annually in September of each year. The Caf Cash vouchers may be presented by the Principals of the Schools in their discretion to needy or deserving students to spend in the School restaurant for food and beverage purposes only. The Caf Cash vouchers may also be used by the Principals of the Schools for staff and student functions. The Caf Cash vouchers have no cash value and cannot be used for a cash credit.

4. Price Increases

The selling prices for food and beverage items as shown in Schedule “C” attached to this Agreement shall be as agreed upon by _____ and the Client as of the Effective Date. _____ reserves the right to unilaterally adjust prices to the extent of sudden increases in factors which affect its pricing, including without limiting the generality of the foregoing, commodity prices, labour rate adjustments prompted by legislated changes (e.g. increase in minimum wage), or taxes or levies imposed on the Food Services operation after the start of the operations.

In addition, prices shall be adjusted automatically on an annual basis on the anniversary of the Effective Date, by the amount which is obtained by multiplying the previous year’s prices by the percentage increase in the Consumer Price Index (Food purchased from restaurants) Prince Edward Island (2002=100) published by Statistics Canada (“CPI”) between the two (2) calendar years immediately preceding the effective date of such increase. If the CPI shall cease to be published by Statistics Canada for any reason, a comparable price index shall be used for the purposes of the foregoing calculation.

Initials	
Client	_____

5. **Changes in Assumptions**

The financial terms described in this Agreement are based on certain assumptions, including, without limitation, statistics and other information provided by the Client including in its Request For Proposal to which the Proposal responded, a constant overall population level in aggregate at the Schools during the Initial Term, maintenance of projected catering sales, costs of labour, products and supplies, hours of operation and operational policies, no substantive changes to the applicable labour laws, licensing requirements, tax levies or ordinances applicable directly or indirectly to the operation of Food Service Facilities provided under this Agreement and no new or additional form of taxation (collectively, the “**Assumptions**”). Any changes to the Assumptions may adversely affect the financial stability of the operations covered under this Agreement.

The parties to this Agreement shall meet at least annually to review any and all changes to the Assumptions. In addition, in the event that any changes to the Assumptions arise at any time during the term of this Agreement, the parties shall, within ten (10) days of receipt of written notice of any such change by _____ to Client, meet (or otherwise communicate) to negotiate in good faith any and all necessary changes to this Agreement as a result of such changes in the Assumptions. In the event that the parties, acting reasonably, are unable to negotiate an amendment to the terms of this Agreement within twenty (20) days of receipt of such notice, then _____ may, upon ten (10) days written notice, forthwith terminate this Agreement.

6. **Title to Equipment and _____ Investment**

Both parties hereto agree that title to the equipment as detailed in Schedule “**D**” attached to this Agreement shall be vested with _____ (the “**Equipment**”). The total cost of the Equipment and the additional capital investment to be made by _____ is \$33,685 (“**_____ Investment**”). _____ agrees to depreciate the _____ Investment on a straight line basis from the respective dates of purchase of the Equipment or the date of advancement of the _____ Investment, as the case may be, over the period of the balance of the Initial Term. If the Client terminates this Agreement prior to the _____ Investment being fully depreciated, then, at the option of _____, the Client agrees to pay to _____ the undepreciated value of the _____ Investment as at the date of termination, plus applicable taxes. The Client agrees that such payment will be made within thirty (30) days of the date of termination of this Agreement. Upon such payment being made, the Client shall become the owner of the Equipment. Failing such payment being made at such time, _____ shall remove the Equipment from the Schools.

7. **Payment Terms**

Invoices for all catering functions will be submitted on a weekly basis for payment. Payment terms are that payment in full is required within fifteen (15) days after receipt of invoice. Any sums unpaid thereafter shall bear interest at the lesser of 3% per month above the prime rate of Canadian Imperial Bank of Commerce, or the highest rate permitted under applicable law, accruing from the date of billing to the date of payment. In the event of a disputed amount, the non-disputed part of the invoice shall be paid and

Initials	
Client	_____

subject to interest for late payment. The disputed part of the invoice shall not be subject to interest until two (2) days after the dispute is settled and the relevant amount is not paid, provided that the dispute is meritorious. Otherwise, interest shall accrue as though there was no disputed amount.

8. **Vending Equipment**

Any Vending Equipment placed at the Schools by _____ shall remain the absolute property of _____ and shall be removed from the Schools by _____ as soon as practicable after the termination or expiration of this Agreement.

9. **Capital Projects**

The parties agree that _____ shall have no liability for any capital projects undertaken at the Premises, including any build-out or any renovations of the Food Service Facilities, and the Client agrees to indemnify and hold harmless _____, and each of its servants, employees and agents from and against all actions, suits, claims, demands, losses, costs, charges, damages and expenses incurred, sustained or claimed, including reasonable legal fees, arising out of or resulting from claims or in connection with any such capital projects, whether or not _____ is involved in any capacity, except to the extent such loss or damage is caused by the sole negligence of _____.

SAMPLE

Initials	
Client	_____

SCHEDULE "C"

PRICE LIST

SAMPLE

Initials	
Client	_____

SCHEDULE "D"

Equipment List – Updated _____, _____

SAMPLE

Initials	
Client	_____