



# DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

## Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/794-2221 Fax: 813/794-2111

727/774-2221 TDD: 813/794-2484

352/524-2221 email: mwoodall@pasco.k12.fl.us

August 20, 2013

## MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

RE: Meal Service Agreements, 2013-2014 School Year  
Countryside Montessori  
Athenian Academy  
Imagine School  
Dayspring Academy  
Florida Autism Center  
Academy at the Farm  
Elfers Christian School  
Raintree Christian Academy  
AMIkids  
First Christian Academy  
Grace Christian Academy  
Esther School  
PACE Center for Girls  
Sacred Heart Early Child

Food and Nutrition Services is requesting approval of the attached agreements with the above-listed schools for the 2013-2014 fiscal school year. The District School Board of Pasco County will provide meals to the schools at the rates shown on the attached agreements.

These agreements have been reviewed and approved by Nancy Alfonso, School Board attorney, on August 8, 2013.

Should you have any questions regarding this matter, please contact Ms. Julie Hedine, Director of Food, Nutrition and Distribution Services, or me at your earliest convenience.

MJW/plh

Attachments

Date/Time: August 14, 2013 08:30:00

(813) 794-2000 • (352) 524-2000 • (727) 774-2000 • www.pasco.k12.fl.us



# DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Food and Nutrition Services  
Julia D. Hedine, Director  
813/ 794-2435 727/ 774-2435  
352/ 524-2435 Fax: 813/ 794-2118  
e-mail: jhedine@pasco.k12.fl.us

**MEMORANDUM**  
FNS-006-14

August 5, 2013

**TO:** Michael J. Woodall, CPPO, Purchasing Agent

**FROM:** Julie Hedine, Director *JDH*  
Food, Nutrition and Distribution Services

**SUBJECT:** 2013-2014 MEAL SERVICE CONTRACTS

Please request the Board's approval at the August 20, 2013, meeting for the Food and Nutrition Services Department to provide meals for the sites listed below. Prices reflect the cost of providing meals including milk, condiments, paper goods and storage containers.

The following schools have indicated their intent to participate during the 2013-2014 school year; the contracts are attached.

Charter Meals	Preparation Site
Countryside Montessori	Pine View Middle School
Athenian Academy	Trinity Elementary School
Imagine School	Charles S. Rushe Middle School
Dayspring Academy	Schrader Elementary
Florida Autism Center	West Zephyrhills Elementary School
Academy at the Farm	West Zephyrhills Elementary School
Vended Meals	Preparation Site
Elfers Christian School	Anclote Elementary School
ECS Preschool	Anclote Elementary School
Raintree	Anclote Elementary School
AMilkids	Gulf High School
First Christian Academy	James M. Marlowe Elementary School
Grace Christian Academy	Fivay High School
Esther School	James M. Marlowe Elementary School
PACE	Bayonet Point Middle School
Sacred Heart Early Child	San Antonio Elementary School

Attachments

JDH/jam

xc: Nicole Westmoreland, FNS Senior Manager

**DISTRICT SCHOOL BOARD OF PASCO COUNTY  
AGREEMENT TO VEND MEALS  
FOR THE NATIONAL SCHOOL BREAKFAST AND LUNCH PROGRAM**

**THIS AGREEMENT** is made and entered into between the District School Board of Pasco County and ELFERS CHRISTIAN SCHOOL.

**WHEREAS** the District School Board of Pasco County agrees to supply unitized meals inclusive of milk and juice where applicable to ELFERS CHRISTIAN SCHOOL with and for the rates herein listed:

Elementary	Students	Adults	Unaccounted
Breakfast	\$ 1.40	\$ 1.80	\$ 1.40
Lunch	\$ 2.60	\$ 4.10	\$ 2.60
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

Secondary	Students	Adults	Unaccounted
Breakfast	\$ 1.50	\$ 1.80	\$ 1.50
Lunch	\$ 3.10	\$ 4.10	\$ 3.10
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

It is further agreed that the District School Board of Pasco County, pursuant to the provisions of the National School Breakfast and Lunch Program regulations, attached copy of which is part of this agreement, will assure that said meals meet Food Based Menu Plan minimum meal pattern requirements as to components and portion sizes. The Board will maintain proper temperatures prior to pick up and package meals to maintain temperatures during transportation.

ELFERS CHRISTIAN SCHOOL will need to meet its' responsibility including menu records containing the amount of food received, daily number of meals delivered by type and monthly meal claims.

The BOARD's Food and Nutrition Services Accounting Department will send an invoice to ELFERS CHRISTIAN SCHOOL each month setting forth the amounts payable to the BOARD for meals provided. The invoice shall be based upon food delivery reports generated by the BOARD's Food and Nutrition Services Department. ELFERS CHRISTIAN SCHOOL will pay the BOARD the invoiced amount within thirty (30) days of receipt of the invoice.


The District School Board of Pasco County agrees also to retain records required under the preceding clause for a period 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress) and upon request, to make all accounts and records pertaining to the Program available to representative of the U.S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

This agreement shall be effective as of August 19, 2013 – July 31, 2014. It may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the dates indicated below:

\_\_\_\_\_  
District School Board of Pasco County  
Kurt Browning

\_\_\_\_\_  
Superintendent  
Title Date

  
\_\_\_\_\_  
District School Board of Pasco County  
Julia Hedine, Food and Nutrition Services

\_\_\_\_\_  
Director  
Title Date 8/5/13

\_\_\_\_\_  
ELFERS CHRISTIAN SCHOOL

\_\_\_\_\_  
Title Date

CONTRACT REVIEWED  
AND APPROVED:  
*W* 8-8-13

**DISTRICT SCHOOL BOARD OF PASCO COUNTY  
 AGREEMENT TO VEND MEALS  
 FOR THE NATIONAL SCHOOL BREAKFAST AND LUNCH PROGRAM**

**THIS AGREEMENT** is made and entered into between the District School Board of Pasco County and RAINTREE CHRISTIAN ACADEMY.

**WHEREAS** the District School Board of Pasco County agrees to supply unitized meals inclusive of milk and juice where applicable to RAINTREE CHRISTIAN ACADEMY with and for the rates herein listed:

Elementary	Students	Adults	Unaccounted
Breakfast	\$ 1.40	\$ 1.80	\$ 1.40
Lunch	\$ 2.60	\$ 4.10	\$ 2.60
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

Secondary	Students	Adults	Unaccounted
Breakfast	\$ 1.50	\$ 1.80	\$ 1.50
Lunch	\$ 3.10	\$ 4.10	\$ 3.10
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

It is further agreed that the District School Board of Pasco County, pursuant to the provisions of the National School Breakfast and Lunch Program regulations, attached copy of which is part of this agreement, will assure that said meals meet the Food Based Menu Plan minimum meal pattern requirements as to components and portion sizes. The Board will maintain proper temperatures prior to pick up and package meals to maintain temperatures during transportation.

RAINTREE CHRISTIAN ACADEMY will need to meet its' responsibility including menu records containing the amount of food received, daily number of meals delivered by type and monthly meal claims.

The BOARD's Food and Nutrition Services Accounting Department will send an invoice to RAINTREE CHRISTIAN ACADEMY each month setting forth the amounts payable to the BOARD for meals provided. The invoice shall be based upon food delivery reports generated by the BOARD's Food and Nutrition Services Department. RAINTREE CHRISTIAN ACADEMY will pay the BOARD the invoiced amount within thirty (30) days of receipt of the invoice.

The District School Board of Pasco County agrees also to retain records required under the preceding clause for a period 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress) and upon request, to make all accounts and records pertaining to the Program available to representative of the U.S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

This agreement shall be effective as of August 19, 2013 – July 31, 2014. It may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the dates indicated below:

\_\_\_\_\_  
 District School Board of Pasco County  
 Kurt Browning

\_\_\_\_\_  
 Superintendent  
 Title Date

*Julia Hedine*  
 \_\_\_\_\_  
 District School Board of Pasco County  
 Julia Hedine, Food and Nutrition Services

\_\_\_\_\_  
 Director  
 Title Date *8/5/13*

\_\_\_\_\_  
 RAINTREE CHRISTIAN ACADEMY

\_\_\_\_\_  
 Title Date

CONTRACT REVIEWED  
 AND APPROVED:  
*rw 8-8-13*

**DISTRICT SCHOOL BOARD OF PASCO COUNTY  
AGREEMENT TO VEND MEALS  
FOR THE NATIONAL SCHOOL BREAKFAST AND LUNCH PROGRAM**

**THIS AGREEMENT** is made and entered into between the District School Board of Pasco County and AMi Kids.

**WHEREAS** the District School Board of Pasco County agrees to supply unitized meals inclusive of milk and juice where applicable to AMi Kids with and for the rates herein listed:

Elementary	Students	Adults	Unaccounted
Breakfast	\$ 1.40	\$ 1.80	\$ 1.40
Lunch	\$ 2.60	\$ 4.10	\$ 2.60
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

Secondary	Students	Adults	Unaccounted
Breakfast	\$ 1.50	\$ 1.80	\$ 1.50
Lunch	\$ 3.10	\$ 4.10	\$ 3.10
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

It is further agreed that the District School Board of Pasco County, pursuant to the provisions of the National School Breakfast and Lunch Program regulations, attached copy of which is part of this agreement, will assure that said meals meet the Food Based Menu Plan minimum meal pattern requirements as to components and portion sizes. The Board will maintain proper temperatures prior to pick up and package meals to maintain temperatures during transportation.

AMi Kids will need to meet its' responsibility including menu records containing the amount of food received, daily number of meals delivered by type and monthly meal claims.

The BOARD's Food and Nutrition Services Accounting Department will send an invoice to AMi Kids each month setting forth the amounts payable to the BOARD for meals provided. The invoice shall be based upon food delivery reports generated by the BOARD's Food and Nutrition Services Department. AMi Kids will pay the BOARD the invoiced amount within thirty (30) days of receipt of the invoice.

The District School Board of Pasco County agrees also to retain records required under the preceding clause for a period 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress) and upon request, to make all accounts and records pertaining to the Program available to representative of the U.S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

This agreement shall be effective as of August 19, 2013 – July 31, 2014. It may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the dates indicated below:

\_\_\_\_\_  
District School Board of Pasco County  
Kurt Browning

\_\_\_\_\_  
Superintendent  
Title Date

  
\_\_\_\_\_  
District School Board of Pasco County  
Julia Hedine, Food and Nutrition Services

\_\_\_\_\_  
Director  
Title Date 8/5/13

\_\_\_\_\_  
AMi Kids

\_\_\_\_\_  
Title Date

CONTRACT REVIEWED  
AND APPROVED:  
*luw 8-8-13*

**DISTRICT SCHOOL BOARD OF PASCO COUNTY  
 AGREEMENT TO VEND MEALS  
 FOR THE NATIONAL SCHOOL BREAKFAST AND LUNCH PROGRAM**

**THIS AGREEMENT** is made and entered into between the District School Board of Pasco County and FIRST CHRISTIAN ACADEMY.

**WHEREAS** the District School Board of Pasco County agrees to supply unitized meals inclusive of milk and juice where applicable to FIRST CHRISTIAN ACADEMY with and for the rates herein listed:

<b>Elementary</b>	Students	Adults	Unaccounted	<b>Secondary</b>	Students	Adults	Unaccounted
Breakfast	\$ 1.40	\$ 1.80	\$ 1.40	Breakfast	\$ 1.50	\$ 1.80	\$ 1.50
Lunch	\$ 2.60	\$ 4.05	\$ 2.60	Lunch	\$ 3.10	\$ 4.10	\$ 3.10
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50	Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

It is further agreed that the District School Board of Pasco County, pursuant to the provisions of the National School Breakfast and Lunch Program regulations, attached copy of which is part of this agreement, will assure that said meals meet the Food Based Menu Plan minimum meal pattern requirements as to components and portion sizes. The Board will maintain proper temperatures prior to pick up and package meals to maintain temperatures during transportation.

FIRST CHRISTIAN ACADEMY will need to meet its' responsibility including menu records containing the amount of food received, daily number of meals delivered by type and monthly meal claims.

The BOARD's Food and Nutrition Services Accounting Department will send an invoice to FIRST CHRISTIAN ACADEMY each month setting forth the amounts payable to the BOARD for meals provided. The invoice shall be based upon food delivery reports generated by the BOARD's Food and Nutrition Services Department. FIRST CHRISTIAN ACADEMY will pay the BOARD the invoiced amount within thirty (30) days of receipt of the invoice.

The District School Board of Pasco County agrees also to retain records required under the preceding clause for a period 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress) and upon request, to make all accounts and records pertaining to the Program available to representative of the U.S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

This agreement shall be effective as of August 19, 2013 – July 31, 2014. It may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the dates indicated below:

\_\_\_\_\_  
 District School Board of Pasco County  
 Kurt Browning

\_\_\_\_\_  
 Superintendent  
 Title Date

*Julia Hedine*  
 \_\_\_\_\_  
 District School Board of Pasco County  
 Julia Hedine, Food and Nutrition Services

\_\_\_\_\_  
 Director  
 Title Date *8/5/13*

\_\_\_\_\_  
 FIRST CHRISTIAN ACADEMY

\_\_\_\_\_  
 Title Date

CONTRACT REVIEWED  
 AND APPROVED:  
*10-8-13*

**DISTRICT SCHOOL BOARD OF PASCO COUNTY  
AGREEMENT TO VEND MEALS  
FOR THE NATIONAL SCHOOL BREAKFAST AND LUNCH PROGRAM**

**THIS AGREEMENT** is made and entered into between the District School Board of Pasco County and GRACE CHRISTIAN ACADEMY.

**WHEREAS** the District School Board of Pasco County agrees to supply unitized meals inclusive of milk and juice where applicable to GRACE CHRISTIAN ACADEMY with and for the rates herein listed:

<b>Elementary</b>	Students	Adults	Unaccounted
Breakfast	\$ 1.40	\$ 1.80	\$ 1.40
Lunch	\$ 2.60	\$ 4.10	\$ 2.60
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

<b>Secondary</b>	Students	Adults	Unaccounted
Breakfast	\$ 1.50	\$ 1.80	\$ 1.50
Lunch	\$ 3.10	\$ 4.10	\$ 3.10
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

It is further agreed that the District School Board of Pasco County, pursuant to the provisions of the National School Breakfast and Lunch Program regulations, attached copy of which is part of this agreement, will assure that said meals meet the Food Based Menu Plan minimum meal pattern requirements as to components and portion sizes. The Board will maintain proper temperatures prior to pick up and package meals to maintain temperatures during transportation.

GRACE CHRISTIAN ACADEMY will need to meet its' responsibility including menu records containing the amount of food received, daily number of meals delivered by type and monthly meal claims.

The BOARD's Food and Nutrition Services Accounting Department will send an invoice to GRACE CHRISTIAN ACADEMY each month setting forth the amounts payable to the BOARD for meals provided. The invoice shall be based upon food delivery reports generated by the BOARD's Food and Nutrition Services Department. GRACE CHRISTIAN ACADEMY will pay the BOARD the invoiced amount within thirty (30) days of receipt of the invoice.

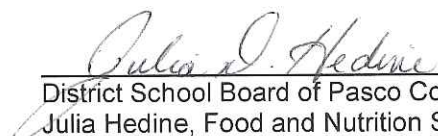
The District School Board of Pasco County agrees also to retain records required under the preceding clause for a period 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress) and upon request, to make all accounts and records pertaining to the Program available to representative of the U.S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

This agreement shall be effective as of August 19, 2013 – July 31, 2014. It may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the dates indicated below:

\_\_\_\_\_  
District School Board of Pasco County  
Kurt Browning

\_\_\_\_\_  
Superintendent  
Title Date

  
\_\_\_\_\_  
District School Board of Pasco County  
Julia Hedine, Food and Nutrition Services

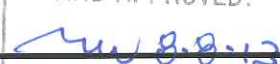
\_\_\_\_\_  
Director  
Title Date

8/5/13

\_\_\_\_\_  
GRACE CHRISTIAN ACADEMY

\_\_\_\_\_  
Title

Date

CONTRACT REVIEWED  
AND APPROVED:  
  
8-8-13

**DISTRICT SCHOOL BOARD OF PASCO COUNTY  
AGREEMENT TO VEND MEALS  
FOR THE NATIONAL SCHOOL BREAKFAST AND LUNCH PROGRAM**

**THIS AGREEMENT** is made and entered into between the District School Board of Pasco County and ESTHER SCHOOL.

**WHEREAS** the District School Board of Pasco County agrees to supply unitized meals inclusive of milk and juice where applicable to ESTHER SCHOOL with and for the rates herein listed:

Breakfast	\$ 1.40	\$ 1.80	\$ 1.40
Lunch	\$ 2.60	\$ 4.10	\$ 2.60
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

Breakfast	\$ 1.50	\$ 1.80	\$ 1.50
Lunch	\$ 3.10	\$ 4.10	\$ 3.10
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

It is further agreed that the District School Board of Pasco County, pursuant to the provisions of the National School Breakfast and Lunch Program regulations, will assure that said meals meet the Food Based Menu Plan minimum meal pattern requirements as to components and portion sizes. The Board will maintain proper temperatures prior to pick up and package meals to maintain temperatures during transportation.

ESTHER SCHOOL will need to meet its' responsibility including menu records containing the amount of food received, daily number of meals delivered by type and monthly meal claims.

The BOARD's Food and Nutrition Services Accounting Department will send an invoice to ESTHER SCHOOL each month setting forth the amounts payable to the BOARD for meals provided. The invoice shall be based upon food delivery reports generated by the BOARD's Food and Nutrition Services Department. ESTHER SCHOOL will pay the BOARD the invoiced amount within thirty (30) days of receipt of the invoice.

The District School Board of Pasco County agrees also to retain records required under the preceding clause for a period 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress) and upon request, to make all accounts and records pertaining to the Program available to representative of the U.S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

This agreement shall be effective as of August 19, 2013 – July 31, 2014. It may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the dates indicated below:

\_\_\_\_\_  
District School Board of Pasco County  
Kurt Browning

\_\_\_\_\_  
Superintendent  
Title Date

*Julia D. Hedine*  
\_\_\_\_\_  
District School Board of Pasco County  
Julia Hedine, Food and Nutrition Services

\_\_\_\_\_  
Director  
Title Date 8/5/13

\_\_\_\_\_  
ESTHER SCHOOL

\_\_\_\_\_  
Title Date

CONTRACT REVIEWED  
AND APPROVED:  
*lw 8-8-13*



**DISTRICT SCHOOL BOARD OF PASCO COUNTY  
 AGREEMENT TO VEND MEALS  
 FOR THE NATIONAL SCHOOL BREAKFAST AND LUNCH PROGRAM**

**THIS AGREEMENT** is made and entered into between the District School Board of Pasco County and PACE GIRLS CENTER.

**WHEREAS** the District School Board of Pasco County agrees to supply unitized meals inclusive of milk and juice where applicable to PACE GIRLS CENTER with and for the rates herein listed:

<b>Elementary</b>	Students	Adults	Unaccounted
Breakfast	\$ 1.40	\$ 1.80	\$ 1.40
Lunch	\$ 2.60	\$ 4.10	\$ 2.60
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

<b>Secondary</b>	Students	Adults	Unaccounted
Breakfast	\$ 1.50	\$ 1.80	\$ 1.50
Lunch	\$ 3.10	\$ 4.10	\$ 3.10
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

It is further agreed that the District School Board of Pasco County, pursuant to the provisions of the National School Breakfast and Lunch Program regulations, attached copy of which is part of this agreement, will assure that said meals meet the Food Based Menu Plan minimum meal pattern requirements as to components and portion sizes. The Board will maintain proper temperatures prior to pick up and package meals to maintain temperatures during transportation.

PACE will need to meet its' responsibility including menu records containing the amount of food received, daily number of meals delivered by type and monthly meal claims.

The BOARD's Food and Nutrition Services Accounting Department will send an invoice to PACE each month setting forth the amounts payable to the BOARD for meals provided. The invoice shall be based upon food delivery reports generated by the BOARD's Food and Nutrition Services Department. PACE will pay the BOARD the invoiced amount within thirty (30) days of receipt of the invoice.

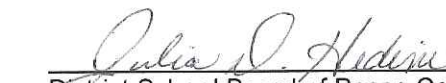
The District School Board of Pasco County agrees also to retain records required under the preceding clause for a period 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress) and upon request, to make all accounts and records pertaining to the Program available to representative of the U.S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

This agreement shall be effective as of August 19, 2013 – July 31, 2014. It may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the dates indicated below:

\_\_\_\_\_  
 District School Board of Pasco County  
 Kurt Browning

\_\_\_\_\_  
 Superintendent  
 Title Date

  
 \_\_\_\_\_  
 District School Board of Pasco County  
 Julia Hedine, Food and Nutrition Services

\_\_\_\_\_  
 Director  
 Title 8/5/13 Date

\_\_\_\_\_  
 PACE GIRLS CENTER

\_\_\_\_\_  
 Title Date

CONTRACT REVIEWED  
 AND APPROVED:  
 8-8-13

**DISTRICT SCHOOL BOARD OF PASCO COUNTY  
 AGREEMENT TO VEND MEALS  
 FOR THE NATIONAL SCHOOL BREAKFAST AND LUNCH PROGRAM**

**THIS AGREEMENT** is made and entered into between the District School Board of Pasco County and SACRED HEART DAY CARE.

**WHEREAS** the District School Board of Pasco County agrees to supply unitized meals inclusive of milk and juice where applicable to SACRED HEART DAY CARE with and for the rates herein listed:

<b>Elementary</b>	Students	Adults	Unaccounted
Breakfast	\$ 1.40	\$ 1.80	\$ 1.40
Lunch	\$ 2.60	\$ 4.10	\$ 2.60
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

<b>Secondary</b>	Students	Adults	Unaccounted
Breakfast	\$ 1.50	\$ 1.80	\$ 1.50
Lunch	\$ 3.10	\$ 4.10	\$ 3.10
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

It is further agreed that the District School Board of Pasco County, pursuant to the provisions of the National School Breakfast and Lunch Program regulations, attached copy of which is part of this agreement, will assure that said meals meet the Food Based Menu Plan minimum meal pattern requirements as to components and portion sizes. The Board will maintain proper temperatures prior to pick up and package meals to maintain temperatures during transportation.

SACRED HEART DAY CARE will need to meet its' responsibility including menu records containing the amount of food received, daily number of meals delivered by type and monthly meal claims.

The BOARD's Food and Nutrition Services Accounting Department will send an invoice to SACRED HEART DAY CARE each month setting forth the amounts payable to the BOARD for meals provided. The invoice shall be based upon food delivery reports generated by the BOARD's Food and Nutrition Services Department. SACRED HEART DAY CARE will pay the BOARD the invoiced amount within thirty (30) days of receipt of the invoice.

The District School Board of Pasco County agrees also to retain records required under the preceding clause for a period 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress) and upon request, to make all accounts and records pertaining to the Program available to representative of the U.S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

This agreement shall be effective as of August 21, 2013 – July 31, 2014. It may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the dates indicated below:

\_\_\_\_\_  
 District School Board of Pasco County  
 Kurt Browning

\_\_\_\_\_  
 Superintendent  
 Title Date

*Julia Hedine*  
 \_\_\_\_\_  
 District School Board of Pasco County  
 Julia Hedine, Food and Nutrition Services

\_\_\_\_\_  
 Director  
 Title Date *8/5/13*

\_\_\_\_\_  
 SACRED HEART DAY CARE

\_\_\_\_\_  
 Title Date

CONTRACT REVIEWED  
 AND APPROVED:  
*WJ 8.8.13*

**DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
**CHARTER SCHOOL FOOD SERVICE AGREEMENT**

*THIS AGREEMENT* is made and entered into as of this 21<sup>st</sup> day of August, 2013, by and between

**THE DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
(hereinafter referred to as "BOARD")  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

and

**COUNTRYSIDE MONTESSORI ELEMENTARY**  
(hereinafter referred to as "SCHOOL")  
whose principal place of business is  
5852 Ehren Cut-Off  
Land O' Lakes, Florida 34639

**WHEREAS**, the SCHOOL has been granted a contract by the BOARD to operate a charter school in Pasco County, Florida pursuant to Section 228.056, Florida Statutes; and

**WHEREAS**, the charter school contract provides that the SCHOOL may contract with the BOARD for the provision to the charter school of additional services beyond those provided under the charter school contract; and

**WHEREAS**, the SCHOOL is desirous of obtaining food services from the BOARD and the BOARD is willing to provide such services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other food and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties (the BOARD and the SCHOOL) hereby agree as follows:

**ARTICLE 1 – RECITALS**

- 1.01** **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2 – SPECIAL CONDITIONS**

- 2.01** **Effective Date.** The effective date of this original Agreement shall be August 19, 2013.
- 2.02** **Program Participation.** The BOARD will include the SCHOOL in the Agreement existing between the BOARD and the Florida Department of Education as a public school participating in the National School Lunch Program and the National School Breakfast Program (collectively referred to herein as "Program")



- 2.03 Meal Applications.** The SCHOOL will provide a free and reduced price meal application to all students enrolled in the charter school. The SCHOOL will designate a representative who will serve as its' Program Designee and be responsible for distributing the applications. The BOARD's Food and Nutrition Services Department will be responsible for final processing of all applications.
- 2.04 Meal Provided.** The BOARD will provide the SCHOOL meals that meet the minimum meal pattern requirements for the Program as to components and portions sizes. Pine View Middle School cafeteria will prepare the meals and claim the documented meals served. The meals will be picked up by the SCHOOL in a timely manner. The SCHOOL may elect to contract with an independent party for meal service. Refer to 2.09 for additional information. Meal counts will be called in by the SCHOOL to Pine View Middle School's Food and Nutrition Services Manager in a timely manner. The BOARD will provide paper products, serving utensils, and food transport containers. All pans, serving utensils, and transport containers will be cleaned as best as possible by SCHOOL. The SCHOOL must follow the Food Safety Zone handbook. The BOARD will provide the SCHOOL with a complete Food Safety Zone manual and training. The SCHOOL is responsible for meeting all guidelines provided.
- 2.05 Competitive Foods.** The BOARD shall establish rules or regulations as are necessary to control the sale of foods in competition with meals served under the National School Lunch and School Breakfast programs. The BOARD's ultimate objective of competitive food regulations is to restrict the sale of other foods which might compete with healthy school meals during official meal periods. Restriction of food and beverage items includes those classified as "foods of minimum nutritional value" listed in Code of Federal Regulations 210, Appendix B. Middle and High schools can sell competitive food or beverage items one hour after the last lunch period. Elementary schools cannot sell any competitive food or beverage items during the school day. (Reference the BOARD Policy 8550.)
- 2.06 Meal Rates.** The SCHOOL shall be charged by the BOARD the following rates for the meals provided under the Program:

Grades Pre-K – 5 (Elementary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.40	\$0.30	\$1.40	\$1.80
Lunch	\$2.60	\$0.40	\$2.60	\$4.10
Extra Milk	\$0.50			

Grades 6 – 12 (Secondary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.50	\$0.30	\$1.50	\$1.80
Lunch	\$3.10	\$0.40	\$3.10	\$4.10
Extra Milk	\$0.50			

Note: The SCHOOL may increase meal prices to paid category students up to 15% to cover meal pick-up and delivery cost.

CONTRACT REVIEWED  
AND APPROVED:  
*lw 8-8-13*

- 2.07 **Point of Service Procedures.** The SCHOOL will comply with all procedures required under the Program to ensure accuracy at the point of service. The SCHOOL will comply with all federal, state and local rules and procedures pertaining to the administration of the Program including Food and Nutrition Services Emergency Meal Loan collection procedures.
- 2.08 **Meal Reports.** The SCHOOL shall collect and keep track of students' payments for meals. The SCHOOL will provide daily reports to Pine View Middle School's Food and Nutrition Services Manager containing any and all information necessary for the BOARD to include the SCHOOL's participation within meal claims submitted under Program requirements. The SCHOOL's records regarding the provision of meals, meal payments, and Program participation shall be subject to inspection and audit by the BOARD and its' designees upon reasonable advance notice.
- 2.09 **Meal Invoices.** The BOARD's Food and Nutrition Services Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts payable to the BOARD for meals provided and equipment charges, if applicable. The invoice shall be based upon food delivery reports generated by the BOARD's Food and Nutrition Services Department. The SCHOOL will pay the BOARD the invoiced amount within ten (10) days of receipt of the invoice. The BOARD's records regarding the SCHOOL's program participation shall be open to inspection and audit by the SCHOOL and its' designees upon reasonable advance notice. The SCHOOL shall pay the BOARD for each unclaimed breakfast and/or lunch meal requested by the SCHOOL under this Agreement. An unclaimed meal is a breakfast or lunch delivered to the SCHOOL and not accounted for on the SCHOOL's roster as having been served to a student.
- 2.10 **Meal Delivery.** The SCHOOL will pick up meals from Pine View Middle. Failure to meet food temperature guidelines specified in the Food Safety Zone manual may require multiple meal pick-ups. The SCHOOL will be responsible for payment to the Delivery Company and/or person who is designated to pick up meals from Pine View Elementary.

**Based on meal program BOARD will consider a vehicle, monthly delivery fee of \$35.00 will be applied.**

Delivery Fee- \$35.00/month

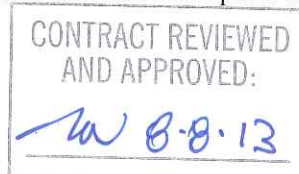
- 2.11 **Equipment Rental.** The SCHOOL may rent from the BOARD the following equipment at the monthly rates noted. Failure to meet food temperature guidelines specified in the Food Safety Zone manual may require rental of proper holding equipment.

Food Handling Equipment- \$50.00/month

Computer Hardware/Software- \$50.00/month

Failure to meet food temperature guidelines specified in the Food Safety Zone manual may require rental of proper holding equipment from the BOARD's Food and Nutrition Services Department. The BOARD's Food and Nutrition Services Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts due based on equipment rented. The SCHOOL will pay the BOARD the invoiced amount within ten (10) days of receipt of invoice.

- 2.12 **Program Supervision.** SCHOOL is responsible for all supervision of students active during meal program hours. The BOARD's Food and Nutrition Services at the SCHOOL's site is exclusively responsible for the providing meal service and/or computer accountability.



2.13 **Program Monitoring and Audits.** The BOARD's Food and Nutrition Services Accounting Department will monitor and observe the SCHOOL's implementation of the Program and will provide technical assistance to the SCHOOL to ensure Program compliance. With regard to any inspection or audit of records pursuant to this Agreement, each Party agrees that the other Party and its' designee(s) shall have full access to inspect and copy any records reasonably necessary to conduct such inspection and audit. Such inspection shall be conducted at the place where such records are usually kept and during normal business hours. The Parties agree that all records maintained concerning the duties, responsibilities and obligations imposed under this Agreement shall be kept in Pasco County, Florida. The SCHOOL agrees to provide a reasonable and sufficient workspace for the District staff for the purpose of inspecting or auditing Party's food service personnel files and meal service procedures.

2.14 **Wellness Policy.** The BOARD is committed to providing a school environment that enhances learning and development of lifelong wellness practices. The SCHOOL shall promote school environments that encourage and protect children's health, well-being, and ability to learn, by supporting healthful nutrition and physical activities, which are aligned with the BOARD's approved Wellness Policy.

Your school is included as part of the District's Food and Nutrition Services (FNS) agreement with the Florida Department of Agriculture and Consumer Services to participate in the National School Lunch Program. With the District as the official sponsor, all charter schools should be following the District's Wellness Policy and Procedures as referenced in your contract with FNS. The 2012-2013 school year survey information collected for charter schools will be considered as baseline.

The Wellness Policy Council is required to gather information from each school and submit an annual report to the Superintendent and School Board regarding implementation of the District Wellness Policy 8550 at the school level. In order to complete the report, please be aware of the following:

- o An annual review of school-level implementation of Wellness Policy Procedures is **required** under Public Law 108-265.
- o The online self-assessment survey should be completed by one administrator, school wellness champion or person familiar with how the Wellness Policy and Procedures were implemented at your school.
- o **Aggregate data as well as optional program descriptions from the self-assessments will be included in the Wellness Policy Council's report to the Superintendent and School Board and will be shared publicly.**

The Wellness Policy Procedures are available at <http://www.neola.com/pasco-fl/search/AP/AP8510.htm>.

2.15 **Indemnification.** Each Party agrees to be fully responsible for its' acts of negligence or its' agent's act of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.



### ARTICLE 3 – GENERAL CONDITIONS

- 3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.
- 3.02 **No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third Party by this Agreement. The Parties agree that there are no third Party beneficiaries to this Agreement and that no third Party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.
- 3.03 **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.
- 3.04 **Termination.** This Agreement may be canceled by either Party during the term hereof upon thirty (30) days written notice to the other Parties of its' desire to terminate this Agreement.
- 3.05 **Records.** Each Party shall maintain its' own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07 and/or 119.0701, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.
- 3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.
- 3.08 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein, expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.



- 3.09 **Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 3.10 **Compliance with Laws.** Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the 6<sup>th</sup> Judicial Circuit in and for Pasco County, Florida. By entering into this Agreement, each Party hereby expressly waives any rights either Party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.
- 3.12 **Binding Effect.** The Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and assigns.
- 3.13 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party.
- 3.14 **Force Majeure.** Neither Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.
- 3.15 **Place of Performance.** All obligations of the BOARD under the terms of this Agreement are reasonably susceptible of being performed in Pasco County, Florida and shall be payable and performable in Pasco County, Florida.
- 3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provisions had never been included herein.
- 3.17 **Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designated the following as the respective place for giving notice:





To DSBPC: Superintendent of Schools  
District School Board of Pasco County, Florida  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

With a Copy to: Director of Food and Nutrition Services  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

To SCHOOL: Countryside Montessori  
5852 Ehren Cut-Off  
Land O'Lakes, Florida 34639

With a Copy to: \_\_\_\_\_  
Name to be provided by SCHOOL

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**3.18** Captions. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**3.19** Authority. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

CONTRACT REVIEWED  
AND APPROVED:  
*W 8-8-13*

*IN WITNESS WHEREOF*, The Parties hereto have made and executed this Agreement on the date first above written.

**FOR BOARD**  
**DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
**FLORIDA**

(Corporate Seal)

By: \_\_\_\_\_  
Cynthia Armstrong, Chairwoman

Attest: \_\_\_\_\_  
Kurt Browning, Superintendent of Schools

Approved as to Form: \_\_\_\_\_  
Dennis Alfonso, School Board Attorney

**FOR SCHOOL**  
**COUNTRYSIDE MONTESSORI**

(Corporate Seal)

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

-or-

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature



*The Following Notarization is Required for Every Agreement Without Regard to Whether the School Chooses to Use a Secretary's Attestation or Two (2) Witnesses.*

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_ by \_\_\_\_\_ of \_\_\_\_\_  
Name of Person Name of Corporation or Agency

on behalf of the corporation/agency. He/She is personally known to me or produced

\_\_\_\_\_ as identification and did/did not first take an oath.

My Commission Expires:

\_\_\_\_\_  
Signature- Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.



**DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
**CHARTER SCHOOL FOOD SERVICE AGREEMENT**

*THIS AGREEMENT* is made and entered into as of this 21<sup>st</sup> day of August, 2013, by and between

**THE DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
(hereinafter referred to as "BOARD")  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

and

**ATHENIAN ACADEMY**  
(hereinafter referred to as "SCHOOL")  
whose principal place of business is  
3118 Seven Springs Boulevard  
New Port Richey, Florida 34655

**WHEREAS**, the SCHOOL has been granted a contract by the BOARD to operate a charter school in Pasco County, Florida pursuant to Section 228.056, Florida Statutes; and

**WHEREAS**, the charter school contract provides that the SCHOOL may contract with the BOARD for the provision to the charter school of additional services beyond those provided under the charter school contract; and

**WHEREAS**, the SCHOOL is desirous of obtaining food services from the BOARD and the BOARD is willing to provide such services.


**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other food and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties (the BOARD and the SCHOOL) hereby agree as follows:

**ARTICLE 1 – RECITALS**

- 1.01** Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2 – SPECIAL CONDITIONS**

- 2.01** Effective Date. The effective date of this original Agreement shall be August 19, 2013.
- 2.02** Program Participation. The BOARD will include the SCHOOL in the Agreement existing between the BOARD and the Florida Department of Education as a public school participating in the National School Lunch Program and the National School Breakfast Program (collectively referred to herein as "Program").
- 2.03** Meal Applications. The SCHOOL will provide a free and reduced price meal application to all students enrolled in the charter school. The SCHOOL will designate a representative who

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will serve as its' Program Designee and be responsible for distributing the applications. The BOARD's Food and Nutrition Services Department will be responsible for final processing of all applications.

**2.04 Meal Provided.** The BOARD will provide the SCHOOL meals that meet the minimum meal pattern requirements for the Program as to components and portions sizes. Trinity Elementary School cafeteria will prepare the meals and claim the documented meals served. The meals will be picked up by the SCHOOL in a timely manner. The SCHOOL may elect to contract with an independent party for meal service. Refer to 2.09 for additional information. Meal counts will be called in by the SCHOOL to Trinity Elementary School's Food and Nutrition Services Manager in a timely manner. The BOARD will provide paper products, serving utensils, and food transport containers. All pans, serving utensils and transport containers will be cleaned as best as possible by the SCHOOL. The SCHOOL must follow the Food Safety Zone handbook. The BOARD will provide the SCHOOL with a complete Food Safety Zone manual and training. The SCHOOL is responsible for meeting all guidelines provided.

**2.05 Competitive Foods.** The BOARD shall establish rules or regulations as are necessary to control the sale of foods in competition with meals served under the National School Lunch and School Breakfast programs. The BOARD's ultimate objective of competitive food regulations is to restrict the sale of other foods which might compete with healthy school meals during official meal periods. Restriction of food and beverage items includes those classified as "foods of minimum nutritional value" listed in Code of Federal Regulations 210, Appendix B. Middle and High schools can sell competitive food or beverage items one hour after the last lunch period. Elementary schools cannot sell any competitive food or beverage items during the school day. (Reference the BOARD Policy 8550.)

**2.06 Meal Rates.** The SCHOOL shall be charged by the BOARD the following rates for the meals provided under the Program:

Grades Pre-K – 5 (Elementary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.40	\$0.30	\$1.40	\$1.80
Lunch	\$2.60	\$0.40	\$2.60	\$4.10
Extra Milk	\$0.50			

Grades 6 – 12 (Secondary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.50	\$0.30	\$1.50	\$1.80
Lunch	\$3.10	\$0.40	\$3.10	\$4.10
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Note: The SCHOOL may increase meal prices to paid category students up to 15% to cover meal pick-up and delivery cost.

**2.07 Point of Service Procedures.** The SCHOOL will comply with all procedures required under the Program to ensure accuracy at the point of service. The SCHOOL will comply with all federal, state and local rules and procedures pertaining to the administration of the Program including Food and Nutrition Services Emergency Meal Loan collection procedures.

**2.08 Meal Reports.** The SCHOOL shall collect and keep track of students' payments for meals. The SCHOOL will provide daily reports to Trinity Elementary School's Food and Nutrition

CONTRACT REVIEWED  
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*[Signature]* 8-8-13

Services Manager containing any and all information necessary for the BOARD to include the SCHOOL's participation within meal claims submitted under Program requirements. The SCHOOL's records regarding the provision of meals, meal payments, and Program participation shall be subject to inspection and audit by the BOARD and its' designees upon reasonable advance notice.

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Delivery Fee- \$35.00/month

2.11 **Equipment Rental.** The SCHOOL may rent from the BOARD the following equipment at the monthly rates noted.

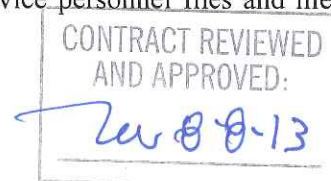
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The Wellness Policy Council is required to gather information from each school and submit an annual report to the Superintendent and School Board regarding implementation of the District Wellness Policy 8550 at the school level. In order to complete the report, please be aware of the following:

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- o The online self-assessment survey should be completed by one administrator, school wellness champion or person familiar with how the Wellness Policy and Procedures were implemented at your school.
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The Wellness Policy Procedures are available at <http://www.neola.com/pasco-fl/search/AP/AP8510.htm>.

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### ARTICLE 3 – GENERAL CONDITIONS

**3.01 No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

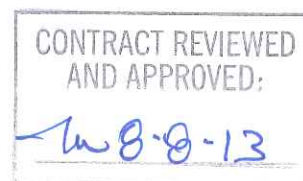
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- 3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the 6<sup>th</sup> Judicial Circuit in and for Pasco County, Florida. By entering into this Agreement, each Party hereby expressly waives any rights either Party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.
- 3.12 **Binding Effect.** The Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and assigns.



- 3.13 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party.
- 3.14 **Force Majeure.** Neither Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.
- 3.15 **Place of Performance.** All obligations of the BOARD under the terms of this Agreement are reasonably susceptible of being performed in Pasco County, Florida and shall be payable and performable in Pasco County, Florida.
- 3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provisions had never been included herein.
- 3.17 **Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designated the following as the respective place for giving notice:



To DSBPC: Superintendent of Schools  
District School Board of Pasco County, Florida  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

With a Copy to: Director of Food and Nutrition Services  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

To SCHOOL: Athenian Academy  
3118 Seven Springs Boulevard  
New Port Richey, Florida 34655

With a Copy to: \_\_\_\_\_  
Name to be provided by SCHOOL

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**3.18** Captions. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**3.19** Authority. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

CONTRACT REVIEWED  
AND APPROVED:  
LW 8-8-13

*IN WITNESS WHEREOF*, The Parties hereto have made and executed this Agreement on the date first above written.

**FOR BOARD**  
**DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
**FLORIDA**

(Corporate Seal)

By: \_\_\_\_\_  
Cynthia Armstrong, Chairwoman

Attest: \_\_\_\_\_  
Kurt Browning, Superintendent of Schools

Approved as to Form: \_\_\_\_\_  
Dennis Alfonso, School Board Attorney

**FOR SCHOOL**  
**ATHENIAN ACADEMY**

(Corporate Seal)

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

-or-

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

CONTRACT REVIEWED  
AND APPROVED:  
*uw 8.8.13*

*The Following Notarization is Required for Every Agreement Without Regard to Whether the School Chooses to Use a Secretary's Attestation or Two (2) Witnesses.*

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_ by \_\_\_\_\_ of \_\_\_\_\_  
Name of Person Name of Corporation or Agency

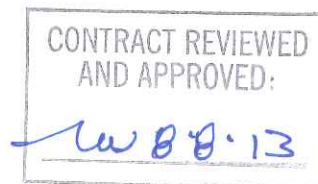
on behalf of the corporation/agency. He/She is personally known to me or produced  
\_\_\_\_\_ as identification and did/did not first take an oath.

My Commission Expires:

\_\_\_\_\_  
Signature- Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.



**DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
**CHARTER SCHOOL FOOD SERVICE AGREEMENT**

*THIS AGREEMENT* is made and entered into as of this 21st day of August, 2013, by and between

**THE DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
(hereinafter referred to as "BOARD")  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

and

**ACADEMY AT THE FARM**  
(hereinafter referred to as "SCHOOL")  
whose principal place of business is  
9500 Alex Lange Way  
Dade City, Florida 33525

**WHEREAS**, the SCHOOL has been granted a contract by the BOARD to operate a charter school in Pasco County, Florida pursuant to Section 228.056, Florida Statutes; and

**WHEREAS**, the charter school contract provides that the SCHOOL may contract with the BOARD for the provision to the charter school of additional services beyond those provided under the charter school contract; and

**WHEREAS**, the SCHOOL is desirous of obtaining food services from the BOARD and the BOARD is willing to provide such services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other food and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties (the BOARD and the SCHOOL) hereby agree as follows:

**ARTICLE 1 – RECITALS**

- 1.01** **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2 – SPECIAL CONDITIONS**

- 2.01** **Effective Date.** The effective date of this original Agreement shall be August 9, 2013.
- 2.02** **Program Participation.** The BOARD will include the SCHOOL in the Agreement existing between the BOARD and the Florida Department of Education as a public school participating in the National School Lunch Program and the National School Breakfast Program (collectively referred to herein as "Program").
- 2.03** **Meal Applications.** The SCHOOL will provide a free and reduced price meal application to all students enrolled in the charter school. The SCHOOL will designate a representative

CONTRACT REVIEWED  
AND APPROVED:

*aw 8-8-13*

who will serve as its' Program Designee and be responsible for distributing the applications. The BOARD's Food and Nutrition Services Department will be responsible for final processing of all applications.

**2.04 Meal Provided.** The BOARD will provide the SCHOOL meals that meet the minimum meal pattern requirements for the Program as to components and portions sizes. West ZephyrhillsSchool cafeteria will prepare the meals and claim the documented meals served. The meals will be picked up by the SCHOOL in a timely manner. The SCHOOL may elect to contract with an independent party for meal service. Refer to 2.09 for additional information. Meal counts will be called in by the SCHOOL to West ZephyrhillsSchool's Food and Nutrition Services Manager in a timely manner. The BOARD will provide paper products, serving utensils, and food transport containers. All pans, serving utensils and transport containers will be cleaned as best as possible by the SCHOOL. The SCHOOL must follow the Food Safety Zone handbook. The BOARD will provide the SCHOOL with a complete Food Safety Zone manual and training. The SCHOOL is responsible for meeting all guidelines provided.

**2.05 Competitive Foods.** The BOARD shall establish rules or regulations as are necessary to control the sale of foods in competition with meals served under the National School Lunch and School Breakfast programs. The BOARD's ultimate objective of competitive food regulations is to restrict the sale of other foods which might compete with healthy school meals during official meal periods. Restriction of food and beverage items includes those classified as "foods of minimum nutritional value" listed in Code of Federal Regulations 210, Appendix B. Middle and High schools can sell competitive food or beverage items one hour after the last lunch period. Elementary schools cannot sell any competitive food or beverage items during the school day. (Reference the BOARD Policy 8550.)

**2.06 Meal Rates.** The SCHOOL shall be charged by the BOARD the following rates for the meals provided under the Program:

Grades Pre-K – 5 (Elementary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.40	\$0.30	\$1.40	\$1.80
Lunch	\$2.60	\$0.40	\$2.60	\$4.10
Extra Milk	\$0.50			

Grades 6 – 12 (Secondary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.50	\$0.30	\$1.50	\$1.80
Lunch	\$3.10	\$0.40	\$3.10	\$4.10
Extra Milk	\$0.50			

Note: The SCHOOL may increase meal prices to paid category students up to 15% to cover meal pick-up and delivery cost.

**2.07 Point of Service Procedures.** The SCHOOL will comply with all procedures required under the Program to ensure accuracy at the point of service. The SCHOOL will comply with all federal, state and local rules and procedures pertaining to the administration of the Program including Food and Nutrition Services Emergency Meal Loan collection procedures.

CONTRACT REVIEWED  
AND APPROVED:  
*Am 8-8-13*

- 2.08 **Meal Reports.** The SCHOOL shall collect and keep track of students' payments for meals. The SCHOOL will provide daily reports to West Zephyrhills Elementary School's Food and Nutrition Services Manager containing any and all information necessary for the BOARD to include the SCHOOL's participation within meal claims submitted under Program requirements. The SCHOOL's records regarding the provision of meals, meal payments and Program participation shall be subject to inspection and audit by the BOARD and its' designees upon reasonable advance notice.
- 2.09 **Meal Invoices.** The BOARD's Food and Nutrition Services Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts payable to the BOARD for meals provided and equipment charges, if applicable. The invoice shall be based upon food delivery reports generated by the BOARD's Food and Nutrition Services Department. The SCHOOL will pay the BOARD the invoiced amount within ten (10) days of receipt of the invoice. The BOARD's records regarding the SCHOOL's program participation shall be open to inspection and audit by the SCHOOL and its' designees upon reasonable advance notice. The SCHOOL shall pay the BOARD for each unclaimed breakfast and/or lunch meal requested by the SCHOOL under this Agreement. An unclaimed meal is a breakfast or lunch delivered to the SCHOOL and not accounted for on the SCHOOL's roster as having been served to a student.
- 2.10 **Meal Delivery.** The SCHOOL will pick up meals from West Zephyrhills Elementary Failure to meet food temperature guidelines specified in the Food Safety Zone manual may require multiple meal pick-ups. The SCHOOL will be responsible for payment to the delivery company and/or person who is designated to pick up meals from West Zephyrhills Elementary. **Based on meal program BOARD will consider a vehicle, monthly delivery fee of \$35.00 will be applied.**

Delivery Fee- \$35.00/month

- 2.11 **Equipment Rental.** The SCHOOL may rent from the BOARD the following equipment at the monthly rates noted.

Food Handling Equipment- \$50.00/month  
Computer Hardware/Software- \$50.00/month

Failure to meet food temperature guidelines specified in the Food Safety Zone manual may require rental of proper holding equipment from the BOARD's Food and Nutrition Services Department. The BOARD's Food and Nutrition Services Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts due based on equipment rented. The SCHOOL will pay the BOARD the invoiced amount within ten (10) days of receipt of invoice.

- 2.12 **Program Supervision.** SCHOOL is responsible for all supervision of students active during meal program hours. The BOARD's Food and Nutrition Services at the SCHOOL's site is exclusively responsible for the providing meal service and/or computer accountability.
- 2.13 **Program Monitoring and Audits.** The BOARD's Food and Nutrition Services Accounting Department will monitor and observe the SCHOOL's implementation of the Program and will provide technical assistance to the SCHOOL to ensure Program compliance. With regard to any inspection or audit of records pursuant to this Agreement, each Party agrees that the other Party and its' designee(s) shall have full access to inspect and copy any records reasonably necessary to conduct such inspection and audit. Such inspection shall be conducted at the place where such records are usually kept and during normal business hours. The Parties agree that all records maintained concerning the duties, responsibilities

and obligations imposed under this Agreement shall be kept in Pasco County, Florida. The SCHOOL agrees to provide a reasonable and sufficient workspace for the District staff for the purpose of inspecting or auditing Party's food service personnel files and meal service procedures.

- 2.14 **Wellness Policy.** The BOARD is committed to providing a school environment that enhances learning and development of lifelong wellness practices. The SCHOOL shall promote school environments that encourage and protect children's health, well-being, and ability to learn, by supporting healthful nutrition and physical activities, which are aligned with the BOARD's approved Wellness Policy.

Your school is included as part of the District's Food and Nutrition Services (FNS) agreement with the Florida Department of Agriculture and Consumer Services to participate in the National School Lunch Program. With the District as the official sponsor, all charter schools should be following the District's Wellness Policy and Procedures as referenced in your contract with FNS. The 2012-2013 school year survey information collected for charter schools will be considered as baseline.

The Wellness Policy Council is required to gather information from each school and submit an annual report to the Superintendent and School Board regarding implementation of the District Wellness Policy 8550 at the school level. In order to complete the report, please be aware of the following:

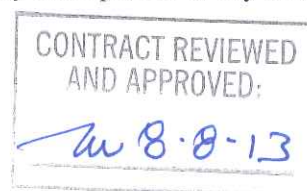
- o An annual review of school-level implementation of Wellness Policy Procedures is **required** under Public Law 108-265.
- o The online self-assessment survey should be completed by one administrator, school wellness champion or person familiar with how the Wellness Policy and Procedures were implemented at your school.
- o **Aggregate data as well as optional program descriptions from the self-assessments will be included in the Wellness Policy Council's report to the Superintendent and School Board and will be shared publicly.**

The Wellness Policy Procedures are available at <http://www.neola.com/pasco-fl/search/AP/AP8510.htm>.

- 2.15 **Indemnification.** Each Party agrees to be fully responsible for its' acts of negligence or its' agent's act of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

### ARTICLE 3 – GENERAL CONDITIONS

- 3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.
- 3.02 **No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third Party by this Agreement. The Parties agree that there are no third Party beneficiaries to this Agreement and that no third Party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.





- 3.03 **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.
- 3.04 **Termination.** This Agreement may be canceled by either Party during the term hereof upon thirty (30) days written notice to the other Parties of its' desire to terminate this Agreement.
- 3.05 **Records.** Each Party shall maintain its' own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07 and/or 119.0701, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.
- 3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.
- 3.08 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein, expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 3.09 **Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 3.10 **Compliance with Laws.** Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the 6<sup>th</sup> Judicial Circuit in and for Pasco County, Florida. By entering into this Agreement, each Party hereby expressly waives any rights either Party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.
- 3.12 **Binding Effect.** The Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and assigns.

CONTRACT REVIEWED  
AND APPROVED:

*ra* 8.8.13

- 3.13 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party.
- 3.14 **Force Majeure.** Neither Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.
- 3.15 **Place of Performance.** All obligations of the BOARD under the terms of this Agreement are reasonably susceptible of being performed in Pasco County, Florida and shall be payable and performable in Pasco County, Florida.
- 3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provisions had never been included herein.
- 3.17 **Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designated the following as the respective place for giving notice:



To DSBPC: Superintendent of Schools  
District School Board of Pasco County, Florida  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

With a Copy to: Director of Food and Nutrition Services  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

To SCHOOL: Academy At the Farm  
9500 Alex Lange Way  
Dade City, Florida 33525

With a Copy to: \_\_\_\_\_  
Name to be provided by SCHOOL  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
Address

- 3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- 3.19 **Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

CONTRACT REVIEWED  
AND APPROVED:  
*Ms B.D. 13*

*IN WITNESS WHEREOF*, The Parties hereto have made and executed this Agreement on the date first above written.

**FOR BOARD**  
**DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
**FLORIDA**

(Corporate Seal)

By: \_\_\_\_\_  
Cynthia Armstrong, Chairwoman

Attest: \_\_\_\_\_  
Kurt Browning, Superintendent of Schools

Approved as to Form: \_\_\_\_\_  
Dennis Alfonso, School Board Attorney

**FOR SCHOOL**  
**ACADEMY AT THE FARM**

(Corporate Seal)

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

-or-

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

CONTRACT REVIEWED  
AND APPROVED:  
2008-0-13

*The Following Notarization is Required for Every Agreement Without Regard to Whether the School Chooses to Use a Secretary's Attestation or Two (2) Witnesses.*

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_  
Name of Person Name of Corporation or Agency

on behalf of the corporation/agency. He/She is personally known to me or produced  
\_\_\_\_\_ as identification and did/did not first take an oath.

My Commission Expires:

\_\_\_\_\_  
Signature- Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.



**DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
**CHARTER SCHOOL FOOD SERVICE AGREEMENT**

*THIS AGREEMENT* is made and entered into as of this 21<sup>th</sup> day of August, 2013, by and between

**THE DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
(hereinafter referred to as "BOARD")  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

and

**DAYSPRING ACADEMY**  
(hereinafter referred to as "SCHOOL")  
whose principal place of business is  
Elementary: 8911 Timber Oaks Avenue, Port Richey 34668  
Middle: 9509 Palm Avenue, Port Richey 34668

**WHEREAS**, the SCHOOL has been granted a contract by the BOARD to operate a charter school in Pasco County, Florida pursuant to Section 228.056, Florida Statutes; and

**WHEREAS**, the charter school contract provides that the SCHOOL may contract with the BOARD for the provision to the charter school of additional services beyond those provided under the charter school contract; and

**WHEREAS**, the SCHOOL is desirous of obtaining food services from the BOARD and the BOARD is willing to provide such services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other food and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties (the BOARD and the SCHOOL) hereby agree as follows:

**ARTICLE 1 – RECITALS**

**1.01 Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2 – SPECIAL CONDITIONS**

**2.01 Effective Date.** The effective date of this original Agreement shall be August 19, 2013.

**2.02 Program Participation.** The BOARD will include the SCHOOL in the Agreement existing between the BOARD and the Florida Department of Agriculture and Consumer Services as a public school participating in the National School Lunch Program and the National School Breakfast Program (collectively referred to herein as "Program").

CONTRACT REVIEWED  
AND APPROVED:

*Len G. G. 13*

**2.03 Meal Applications.** The SCHOOL will provide a free and reduced price meal application to all students enrolled in the charter school. The SCHOOL will designate a representative who will serve as its' Program Designee and be responsible for distributing the applications. The BOARD's Food and Nutrition Services Department will be responsible for final processing of all applications.

**2.04 Meal Provided.** The BOARD will provide the SCHOOL meals that meet the minimum meal pattern requirements for the Program as to components and portions sizes. Schrader Elementary School cafeteria will prepare the meals and claim the documented meals served. The meals will be picked up by the SCHOOL in a timely manner. The SCHOOL may elect to contract with an independent party for meal service. Refer to 2.09 for additional information. Meal counts will be called in by the SCHOOL to Schrader Elementary School's Food and Nutrition Services Manager in a timely manner. The BOARD will provide paper products, serving utensils, and food transport containers. All pans, serving utensils and transport containers will be cleaned as best as possible by the SCHOOL. The SCHOOL must follow the Food Safety Zone handbook. The BOARD will provide the SCHOOL with a complete Food Safety Zone manual and training. The SCHOOL is responsible for meeting all guidelines provided.

**2.05 Competitive Foods.** The BOARD shall establish rules or regulations as are necessary to control the sale of foods in competition with meals served under the National School Lunch and School Breakfast programs. The BOARD's ultimate objective of competitive food regulations is to restrict the sale of other foods which might compete with healthy school meals during official meal periods. Restriction of food and beverage items includes those classified as "foods of minimum nutritional value" listed in Code of Federal Regulations 210, Appendix B. Middle and High schools can sell competitive food or beverage items one hour after the last lunch period. Elementary schools cannot sell any competitive food or beverage items during the school day. (Reference the BOARD Policy 8550.)

**2.06 Meal Rates.** The SCHOOL shall be charged by the BOARD the following rates for the meals provided under the Program:

Grades Pre-K – 5 (Elementary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.40	\$0.30	\$1.40	\$1.80
Lunch	\$2.60	\$0.40	\$2.60	\$4.10
Extra Milk	\$0.50			

Grades 6 – 12 (Secondary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.50	\$0.30	\$1.50	\$1.80
Lunch	\$3.10	\$0.40	\$3.10	\$4.10
Extra Milk	\$0.50			

Note: The SCHOOL may increase meal prices to paid category students up to 15% to cover meal pick-up and delivery cost.

**2.07 Point of Service Procedures.** The SCHOOL will comply with all procedures required under the Program to ensure accuracy at the point of service. The SCHOOL will comply with all federal, state and local rules and procedures pertaining to the administration of the Program including Food and Nutrition Services Emergency Meal Loan collection procedures.

CONTRACT REVIEWED  
AND APPROVED:  
*M. B. 8-8-13*

**2.08 Meal Reports.** The SCHOOL shall collect and keep track of students' payments for meals. The SCHOOL will provide daily reports to Schrader Elementary School's Food and Nutrition Services Manager containing any and all information necessary for the BOARD to include the SCHOOL's participation within meal claims submitted under Program requirements. The SCHOOL's records regarding the provision of meals, meal payments, and Program participation shall be subject to inspection and audit by the BOARD and its' designees upon reasonable advance notice.

**2.09 Meal Invoices.** The BOARD's Food and Nutrition Services Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts payable to the BOARD for meals provided and equipment charges, if applicable. The invoice shall be based upon food delivery reports generated by the BOARD's Food and Nutrition Services Department. The SCHOOL will pay the BOARD the invoiced amount within ten (10) days of receipt of the invoice. The BOARD's records regarding the SCHOOL's program participation shall be open to inspection and audit by the SCHOOL and its' designees upon reasonable advance notice. The SCHOOL shall pay the BOARD for each unclaimed breakfast and/or lunch meal requested by the SCHOOL under this Agreement. An unclaimed meal is a breakfast or lunch delivered to the SCHOOL and not accounted for on the SCHOOL's roster as having been served to a student.

**2.10 Meal Delivery.** The SCHOOL will pick up meals from Schrader Elementary. Failure to meet food temperature guidelines specified in the Food Safety Zone manual may require multiple meal pick-ups. The SCHOOL will be responsible for payment to the Delivery Company and/or person who is designated to pick up meals from Schrader Elementary.

**Based on meal program BOARD will consider a vehicle, monthly delivery fee of \$35.00 will be applied.**

Delivery Fee- \$35.00/month

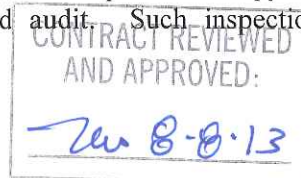
**2.11 Equipment Rental.** The SCHOOL may rent from the BOARD the following equipment at the monthly rates noted.

Food Handling Equipment- \$50.00/month  
Computer Hardware/Software- \$50.00/month

Failure to meet food temperature guidelines specified in the Food Safety Zone manual may require rental of proper holding equipment from the BOARD's Food and Nutrition Services Department. The BOARD's Food and Nutrition Services Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts due based on equipment rented. The SCHOOL will pay the BOARD the invoiced amount within ten (10) days of receipt of invoice.

**2.12 Program Supervision.** SCHOOL is responsible for all supervision of students active during meal program hours. The BOARD's Food and Nutrition Services at the SCHOOL's site is exclusively responsible for the providing meal service and/or computer accountability.

**2.13 Program Monitoring and Audits.** The BOARD's Food and Nutrition Services Accounting Department will monitor and observe the SCHOOL's implementation of the Program and will provide technical assistance to the SCHOOL to ensure Program compliance. With regard to any inspection or audit of records pursuant to this Agreement, each Party agrees that the other Party and its' designee(s) shall have full access to inspect and copy any records reasonably necessary to conduct such inspection and audit. Such inspection shall be





conducted at the place where such records are usually kept and during normal business hours. The Parties agree that all records maintained concerning the duties, responsibilities and obligations imposed under this Agreement shall be kept in Pasco County, Florida. The SCHOOL agrees to provide a reasonable and sufficient workspace for the District staff for the purpose of inspecting or auditing Party's food service personnel files and meal service procedures.

- 2.14 **Wellness Policy.** The BOARD is committed to providing a school environment that enhances learning and development of lifelong wellness practices. The SCHOOL shall promote school environments that encourage and protect children's health, well-being, and ability to learn, by supporting healthful nutrition and physical activities, which are aligned with the BOARD's approved Wellness Policy.

Your school is included as part of the District's Food and Nutrition Services (FNS) agreement with the Florida Department of Agriculture and Consumer Services to participate in the National School Lunch Program. With the District as the official sponsor, all charter schools should be following the District's Wellness Policy and Procedures as referenced in your contract with FNS. The 2012-2013 school year survey information collected for charter schools will be considered as baseline.

The Wellness Policy Council is required to gather information from each school and submit an annual report to the Superintendent and School Board regarding implementation of the District Wellness Policy 8550 at the school level. In order to complete the report, please be aware of the following:

- o An annual review of school-level implementation of Wellness Policy Procedures is **required** under Public Law 108-265.
- o The online self-assessment survey should be completed by one administrator, school wellness champion or person familiar with how the Wellness Policy and Procedures were implemented at your school.
- o **Aggregate data as well as optional program descriptions from the self-assessments will be included in the Wellness Policy Council's report to the Superintendent and School Board and will be shared publicly.**

The Wellness Policy Procedures are available at <http://www.neola.com/pasco-fl/search/AP/AP8510.htm>.

- 2.15 **Indemnification.** Each Party agrees to be fully responsible for its' acts of negligence or its' agent's act of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

### ARTICLE 3 – GENERAL CONDITIONS

- 3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

- 3.02 **No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third Party by this Agreement. The Parties agree that there are no third Party beneficiaries to this Agreement and that no third Party shall be entitled to assert a claim against any of the parties based upon this

Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

- 3.03 Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.
- 3.04 Termination.** This Agreement may be canceled by either Party during the term hereof upon thirty (30) days written notice to the other Parties of its' desire to terminate this Agreement.
- 3.05 Records.** Each Party shall maintain its' own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07 and/or 119.0701, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.
- 3.06 Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.07 Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.
- 3.08 Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein, expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 3.09 Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 3.10 Compliance with Laws.** Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 3.11 Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the 6<sup>th</sup> Judicial Circuit in and for Pasco County, Florida. By entering into this Agreement, each Party hereby expressly waives any rights either Party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.



- 3.12 **Binding Effect.** The Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and assigns.
- 3.13 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party.
- 3.14 **Force Majeure.** Neither Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.
- 3.15 **Place of Performance.** All obligations of the BOARD under the terms of this Agreement are reasonably susceptible of being performed in Pasco County, Florida and shall be payable and performable in Pasco County, Florida.
- 3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provisions had never been included herein.
- 3.17 **Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designated the following as the respective place for giving notice:



To DSBPC: Superintendent of Schools  
District School Board of Pasco County, Florida  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

With a Copy to: Director of Food and Nutrition Services  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

To SCHOOL: Dayspring Academy  
Elementary: 8911 Timber Oaks Avenue  
Middle: 9509 Palm Avenue  
Port Richey, Florida 34668

With a Copy to: \_\_\_\_\_  
Name to be provided by SCHOOL

\_\_\_\_\_

Address

\_\_\_\_\_

Address

**3.18 Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**3.19 Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

CONTRACT REVIEWED  
AND APPROVED:  
*W8-8-13*

IN WITNESS WHEREOF, The Parties hereto have made and executed this Agreement on the date first above written.

**FOR BOARD**  
**DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
**FLORIDA**

(Corporate Seal)

By: \_\_\_\_\_  
Cynthia Armstrong, Chairwoman

Attest: \_\_\_\_\_  
Kurt Browning, Superintendent of Schools

Approved as to Form: \_\_\_\_\_  
Dennis Alfonso, School Board Attorney

**FOR SCHOOL**  
**DAYSRING ACADEMY**

(Corporate Seal)

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

-or-

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

CONTRACT REVIEWED  
AND APPROVED:  
*W 8-8-13*

*The Following Notarization is Required for Every Agreement Without Regard to Whether the School Chooses to Use a Secretary's Attestation or Two (2) Witnesses.*

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_ by \_\_\_\_\_ of \_\_\_\_\_  
Name of Person Name of Corporation or Agency

on behalf of the corporation/agency. He/She is personally known to me or produced  
\_\_\_\_\_ as identification and did/did not first take an oath.

My Commission Expires:

\_\_\_\_\_  
Signature- Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.



**DISTRICT SCHOOL BOARD OF PASCO COUNTY  
CHARTER SCHOOL FOOD SERVICE AGREEMENT**

*THIS AGREEMENT* is made and entered into as of this 21<sup>th</sup> day of August, 2013, by and between

**THE DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
(hereinafter referred to as "BOARD")  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

and

**IMAGINE SCHOOL**  
(hereinafter referred to as "SCHOOL")  
whose principal place of business is  
17901 Hunting Bow Circle  
Lutz, Florida 33538

**WHEREAS**, the SCHOOL has been granted a contract by the BOARD to operate a charter school in Pasco County, Florida pursuant to Section 228.056, Florida Statutes; and

**WHEREAS**, the charter school contract provides that the SCHOOL may contract with the BOARD for the provision to the charter school of additional services beyond those provided under the charter school contract; and

**WHEREAS**, the SCHOOL is desirous of obtaining food services from the BOARD and the BOARD is willing to provide such services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other food and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties (the BOARD and the SCHOOL) hereby agree as follows:

**ARTICLE 1 – RECITALS**

**1.01** Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2 – SPECIAL CONDITIONS**

**2.01** Effective Date. The effective date of this original Agreement shall be August 19, 2013.

**2.02** Program Participation. The BOARD will include the SCHOOL in the Agreement existing between the BOARD and the Florida Department of Education as a public school participating in the National School Lunch Program and the National School Breakfast Program (collectively referred to herein as "Program").

**2.03** Meal Applications. The SCHOOL will provide a free and reduced price meal application to all students enrolled in the charter school. The SCHOOL will designate a representative who will



serve as its' Program Designee and be responsible for distributing the applications. The BOARD's Food and Nutrition Services Department will be responsible for final processing of all applications.

**2.04 Meal Provided.** The BOARD will provide the SCHOOL meals that meet the minimum meal pattern requirements for the Program as to components and portions sizes. Charles S. Rushe Middle School cafeteria will prepare the meals and claim the documented meals served. The meals will be picked up by the SCHOOL in a timely manner. The SCHOOL may elect to contract with an independent party for meal service. Refer to 2.09 for additional information. Meal counts will be called in by the SCHOOL to Charles S. Rushe Middle School's Food and Nutrition Services Manager in a timely manner. The BOARD will provide paper products, serving utensils, and food transport containers. All pans, serving utensils, and transport containers will be cleaned as best as possible by the SCHOOL. The SCHOOL must follow the Food Safety Zone handbook. The BOARD will provide the SCHOOL with a complete Food Safety Zone manual and training. The SCHOOL is responsible for meeting all guidelines provided.

**2.05 Competitive Foods.** The BOARD shall establish rules or regulations as are necessary to control the sale of foods in competition with meals served under the National School Lunch and School Breakfast programs. The BOARD's ultimate objective of competitive food regulations is to restrict the sale of other foods which might compete with healthy school meals during official meal periods. Restriction of food and beverage items includes those classified as "foods of minimum nutritional value" listed in Code of Federal Regulations 210, Appendix B. Middle and High schools can sell competitive food or beverage items one hour after the last lunch period. Elementary schools cannot sell any competitive food or beverage items during the school day. (Reference the BOARD Policy 8550.)

**2.06 Meal Rates.** The SCHOOL shall be charged by the BOARD the following rates for the meals provided under the Program:

Grades Pre-K – 5 (Elementary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.40	\$0.30	\$1.40	\$1.80
Lunch	\$2.60	\$0.40	\$2.60	\$4.10
Extra Milk	\$0.50			

Grades 6 – 12 (Secondary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.50	\$0.30	\$1.50	\$1.80
Lunch	\$3.10	\$0.40	\$3.10	\$4.10
Extra Milk	\$0.50			

Note: The SCHOOL may increase meal prices to paid category students up to 15% to cover meal pick-up and delivery cost.

**2.07 Point of Service Procedures.** The SCHOOL will comply with all procedures required under the Program to ensure accuracy at the point of service. The SCHOOL will comply with all federal, state and local rules and procedures pertaining to the administration of the Program including Food and Nutrition Services Emergency Meal Loan collection procedures.

CONTRACT REVIEWED  
AND APPROVED:  
*awg-8-13*



- 2.08 **Meal Reports.** The SCHOOL shall collect and keep track of students' payments for meals. The SCHOOL will provide daily reports to Charles S. Rushe Middle School's Food and Nutrition Services Manager containing any and all information necessary for the BOARD to include the SCHOOL's participation within meal claims submitted under Program requirements. The SCHOOL's records regarding the provision of meals, meal payments and Program participation shall be subject to inspection and audit by the BOARD and its' designees upon reasonable advance notice.
- 2.09 **Meal Invoices.** The BOARD's Food and Nutrition Services Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts payable to the BOARD for meals provided and equipment charges, if applicable. The invoice shall be based upon food delivery reports generated by the BOARD's Food and Nutrition Services Department. The SCHOOL will pay the BOARD the invoiced amount within ten (10) days of receipt of the invoice. The BOARD's records regarding the SCHOOL's program participation shall be open to inspection and audit by the SCHOOL and its' designees upon reasonable advance notice. The SCHOOL shall pay the BOARD for each unclaimed breakfast and/or lunch meal requested by the SCHOOL under this Agreement. An unclaimed meal is a breakfast or lunch delivered to the SCHOOL and not accounted for on the SCHOOL's roster as having been served to a student.
- 2.10 **Meal Delivery.** The SCHOOL will pick up meals from Charles S. Rushe Middle. Failure to meet food temperature guidelines specified in the Food Safety Zone manual may require multiple meal pick-ups. The SCHOOL will be responsible for payment to the Delivery Company and/or person who is designated to pick up meals from Charles S. Rushe Middle.

**Based on meal program BOARD will consider a vehicle, monthly delivery fee of \$35.00 will be applied.**

Delivery Fee- \$35.00/month

- 2.11 **Equipment Rental.** The SCHOOL may rent from the BOARD the following equipment at the monthly rates noted.

Food Handling Equipment- \$50.00/month  
Computer Hardware/Software- \$50.00/month

Failure to meet food temperature guidelines specified in the Food Safety Zone manual may require rental of proper holding equipment from the BOARD's Food and Nutrition Services Department. The BOARD's Food and Nutrition Services Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts due based on equipment rented. The SCHOOL will pay the BOARD the invoiced amount within ten (10) days of receipt of invoice.

- 2.12 **Program Supervision.** SCHOOL is responsible for all supervision of students active during meal program hours. The BOARD's Food and Nutrition Services at the SCHOOL's site is exclusively responsible for the providing meal service and/or computer accountability.
- 2.13 **Program Monitoring and Audits.** The BOARD's Food and Nutrition Services Accounting Department will monitor and observe the SCHOOL's implementation of the Program and will provide technical assistance to the SCHOOL to ensure Program compliance. With regard to any inspection or audit of records pursuant to this Agreement, each Party agrees that the other Party and its' designee(s) shall have full access to inspect and copy any records reasonably necessary to conduct such inspection and audit. Such inspection shall be conducted at the place where such records are usually kept and during normal business hours. The Parties agree that all records maintained concerning the duties, responsibilities and obligations imposed under this Agreement



shall be kept in Pasco County, Florida. The SCHOOL agrees to provide a reasonable and sufficient workspace for the District staff for the purpose of inspecting or auditing Party's food service personnel files and meal service procedures.

- 2.14 **Wellness Policy.** The BOARD is committed to providing a school environment that enhances learning and development of lifelong wellness practices. The SCHOOL shall promote school environments that encourage and protect children's health, well-being, and ability to learn, by supporting healthful nutrition and physical activities, which are aligned with the BOARD's approved Wellness Policy.

Your school is included as part of the District's Food and Nutrition Services (FNS) agreement with the Florida Department of Agriculture and Consumer Services to participate in the National School Lunch Program. With the District as the official sponsor, all charter schools should be following the District's Wellness Policy and Procedures as referenced in your contract with FNS. The 2012-2013 school year survey information collected for charter schools will be considered as baseline.

The Wellness Policy Council is required to gather information from each school and submit an annual report to the Superintendent and School Board regarding implementation of the District Wellness Policy 8550 at the school level. In order to complete the report, please be aware of the following:

- o An annual review of school-level implementation of Wellness Policy Procedures is **required** under Public Law 108-265.
- o The online self-assessment survey should be completed by one administrator, school wellness champion or person familiar with how the Wellness Policy and Procedures were implemented at your school.
- o **Aggregate data as well as optional program descriptions from the self-assessments will be included in the Wellness Policy Council's report to the Superintendent and School Board and will be shared publicly.**

The Wellness Policy Procedures are available at <http://www.neola.com/pasco-fl/search/AP/AP8510.htm>.

- 2.15 **Indemnification.** Each Party agrees to be fully responsible for its' acts of negligence or its' agent's act of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

### ARTICLE 3 – GENERAL CONDITIONS

- 3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.
- 3.02 **No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third Party by this Agreement. The Parties agree that there are no third Party beneficiaries to this Agreement and that no third Party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.
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- 3.04 **Termination.** This Agreement may be canceled by either Party during the term hereof upon thirty (30) days written notice to the other Parties of its' desire to terminate this Agreement.
- 3.05 **Records.** Each Party shall maintain its' own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07 and/or 119.0701, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.
- 3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.
- 3.08 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein, expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 3.09 **Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 3.10 **Compliance with Laws.** Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the 6<sup>th</sup> Judicial Circuit in and for Pasco County, Florida. By entering into this Agreement, each Party hereby expressly waives any rights either Party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.
- 3.12 **Binding Effect.** The Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and assigns.
- 3.13 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party.



- 3.14 **Force Majeure.** Neither Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.
- 3.15 **Place of Performance.** All obligations of the BOARD under the terms of this Agreement are reasonably susceptible of being performed in Pasco County, Florida and shall be payable and performable in Pasco County, Florida.
- 3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provisions had never been included herein.
- 3.17 **Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designated the following as the respective place for giving notice:



To DSBPC: Superintendent of Schools  
District School Board of Pasco County, Florida  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

With a Copy to: Director of Food and Nutrition Services  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

To SCHOOL: IMAGINE SCHOOL  
17901 Hunting Bow Circle  
Lutz, Florida 33538

With a Copy to: \_\_\_\_\_  
Name to be provided by SCHOOL

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

- 3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- 3.19 **Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.



IN WITNESS WHEREOF, The Parties hereto have made and executed this Agreement on the date first above written.

**FOR BOARD**  
**DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
**FLORIDA**

(Corporate Seal)

By: \_\_\_\_\_  
Cynthia Armstrong, Chairwoman

Attest: \_\_\_\_\_  
Kurt Browning, Superintendent of Schools

Approved as to Form: \_\_\_\_\_  
Dennis Alfonso, School Board Attorney

**FOR SCHOOL**  
**IMAGINE SCHOOL**

(Corporate Seal)

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

-or-

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

CONTRACT REVIEWED  
AND APPROVED:  
W. B. B. 13

*The Following Notarization is Required for Every Agreement Without Regard to Whether the School Chooses to Use a Secretary's Attestation or Two (2) Witnesses.*

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_ of \_\_\_\_\_,  
Name of Person Name of Corporation or Agency

on behalf of the corporation/agency. He/She is personally known to me or produced  
\_\_\_\_\_ as identification and did/did not first take an oath.

My Commission Expires:

\_\_\_\_\_  
Signature- Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

CONTRACT REVIEWED  
AND APPROVED:  
*ku8-8-13*

**DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
**CHARTER SCHOOL FOOD SERVICE AGREEMENT**

*THIS AGREEMENT* is made and entered into as of this 21st day of August, 2013, by and between

**THE DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
(hereinafter referred to as "BOARD")  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

and

**FLORIDA AUTISM CENTER OF EXCELLENCE**  
(hereinafter referred to as "SCHOOL")  
whose principal place of business is  
39735 Chancey Road  
Zephyrhills, Florida 33525

**WHEREAS**, the SCHOOL has been granted a contract by the BOARD to operate a charter school in Pasco County, Florida pursuant to Section 228.056, Florida Statutes; and

**WHEREAS**, the charter school contract provides that the SCHOOL may contract with the BOARD for the provision to the charter school of additional services beyond those provided under the charter school contract; and

**WHEREAS**, the SCHOOL is desirous of obtaining food services from the BOARD and the BOARD is willing to provide such services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other food and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties (the BOARD and the SCHOOL) hereby agree as follows:

**ARTICLE 1 – RECITALS**

**1.01 Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2 – SPECIAL CONDITIONS**

**2.01 Effective Date.** The effective date of this original Agreement shall be August 9, 2013.

**2.02 Program Participation.** The BOARD will include the SCHOOL in the Agreement existing between the BOARD and the Florida Department of Education as a public school participating in the National School Lunch Program and the National School Breakfast Program (collectively referred to herein as "Program").

**2.03 Meal Applications.** The SCHOOL will provide a free and reduced price meal application to all students enrolled in the charter school. The SCHOOL will designate a representative

CONTRACT REVIEWED  
AND APPROVED:

*WJ 8-8-13*



who will serve as its' Program Designee and be responsible for distributing the applications. The BOARD's Food and Nutrition Services Department will be responsible for final processing of all applications.

**2.04 Meal Provided.** The BOARD will provide the SCHOOL meals that meet the minimum meal pattern requirements for the Program as to components and portions sizes. West ZephyrhillsSchool cafeteria will prepare the meals and claim the documented meals served. The meals will be picked up by the SCHOOL in a timely manner. The SCHOOL may elect to contract with an independent party for meal service. Refer to 2.09 for additional information. Meal counts will be called in by the SCHOOL to West ZephyrhillsSchool's Food and Nutrition Services Manager in a timely manner. The BOARD will provide paper products, serving utensils, and food transport containers. All pans, serving utensils and transport containers will be cleaned as best as possible by the SCHOOL. The SCHOOL must follow the Food Safety Zone handbook. The BOARD will provide the SCHOOL with a complete Food Safety Zone manual and training. The SCHOOL is responsible for meeting all guidelines provided.

**2.05 Competitive Foods.** The BOARD shall establish rules or regulations as are necessary to control the sale of foods in competition with meals served under the National School Lunch and School Breakfast programs. The BOARD's ultimate objective of competitive food regulations is to restrict the sale of other foods which might compete with healthy school meals during official meal periods. Restriction of food and beverage items includes those classified as "foods of minimum nutritional value" listed in Code of Federal Regulations 210, Appendix B. Middle and High schools can sell competitive food or beverage items one hour after the last lunch period. Elementary schools cannot sell any competitive food or beverage items during the school day. (Reference the BOARD Policy 8550.)

**2.06 Meal Rates.** The SCHOOL shall be charged by the BOARD the following rates for the meals provided under the Program:

Grades Pre-K – 5 (Elementary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.40	\$0.30	\$1.40	\$1.80
Lunch	\$2.60	\$0.40	\$2.60	\$4.10
Extra Milk	\$0.50			

Grades 6 – 12 (Secondary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.50	\$0.30	\$1.50	\$1.80
Lunch	\$3.10	\$0.40	\$3.10	\$4.10
Extra Milk	\$0.50			

Note: The SCHOOL may increase meal prices to paid category students up to 15% to cover meal pick-up and delivery cost.

**2.07 Point of Service Procedures.** The SCHOOL will comply with all procedures required under the Program to ensure accuracy at the point of service. The SCHOOL will comply with all federal, state and local rules and procedures pertaining to the administration of the Program including Food and Nutrition Services Emergency Meal Loan collection procedures.



2.08 **Meal Reports.** The SCHOOL shall collect and keep track of students' payments for meals. The SCHOOL will provide daily reports to West Zephyrhills Elementary School's Food and Nutrition Services Manager containing any and all information necessary for the BOARD to include the SCHOOL's participation within meal claims submitted under Program requirements. The SCHOOL's records regarding the provision of meals, meal payments and Program participation shall be subject to inspection and audit by the BOARD and its' designees upon reasonable advance notice.

2.09 **Meal Invoices.** The BOARD's Food and Nutrition Services Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts payable to the BOARD for meals provided and equipment charges, if applicable. The invoice shall be based upon food delivery reports generated by the BOARD's Food and Nutrition Services Department. The SCHOOL will pay the BOARD the invoiced amount within ten (10) days of receipt of the invoice. The BOARD's records regarding the SCHOOL's program participation shall be open to inspection and audit by the SCHOOL and its' designees upon reasonable advance notice. The SCHOOL shall pay the BOARD for each unclaimed breakfast and/or lunch meal requested by the SCHOOL under this Agreement. An unclaimed meal is a breakfast or lunch delivered to the SCHOOL and not accounted for on the SCHOOL's roster as having been served to a student.

2.10 **Meal Delivery.** The SCHOOL will pick up meals from West Zephyrhills Elementary Failure to meet food temperature guidelines specified in the Food Safety Zone manual may require multiple meal pick-ups. The SCHOOL will be responsible for payment to the delivery company and/or person who is designated to pick up meals from West Zephyrhills Elementary. **Based on meal program BOARD will consider a vehicle, monthly delivery fee of \$35.00 will be applied.**

Delivery Fee- \$35.00/month

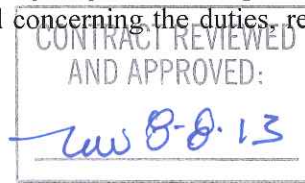
2.11 **Equipment Rental.** The SCHOOL may rent from the BOARD the following equipment at the monthly rates noted.

Food Handling Equipment- \$50.00/month  
Computer Hardware/Software- \$50.00/month

Failure to meet food temperature guidelines specified in the Food Safety Zone manual may require rental of proper holding equipment from the BOARD's Food and Nutrition Services Department. The BOARD's Food and Nutrition Services Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts due based on equipment rented. The SCHOOL will pay the BOARD the invoiced amount within ten (10) days of receipt of invoice.

2.12 **Program Supervision.** SCHOOL is responsible for all supervision of students active during meal program hours. The BOARD's Food and Nutrition Services at the SCHOOL's site is exclusively responsible for the providing meal service and/or computer accountability.

2.13 **Program Monitoring and Audits.** The BOARD's Food and Nutrition Services Accounting Department will monitor and observe the SCHOOL's implementation of the Program and will provide technical assistance to the SCHOOL to ensure Program compliance. With regard to any inspection or audit of records pursuant to this Agreement, each Party agrees that the other Party and its' designee(s) shall have full access to inspect and copy any records reasonably necessary to conduct such inspection and audit. Such inspection shall be conducted at the place where such records are usually kept and during normal business hours. The Parties agree that all records maintained concerning the duties, responsibilities



and obligations imposed under this Agreement shall be kept in Pasco County, Florida. The SCHOOL agrees to provide a reasonable and sufficient workspace for the District staff for the purpose of inspecting or auditing Party's food service personnel files and meal service procedures.

- 2.14 **Wellness Policy.** The BOARD is committed to providing a school environment that enhances learning and development of lifelong wellness practices. The SCHOOL shall promote school environments that encourage and protect children's health, well-being, and ability to learn, by supporting healthful nutrition and physical activities, which are aligned with the BOARD's approved Wellness Policy.

Your school is included as part of the District's Food and Nutrition Services (FNS) agreement with the Florida Department of Agriculture and Consumer Services to participate in the National School Lunch Program. With the District as the official sponsor, all charter schools should be following the District's Wellness Policy and Procedures as referenced in your contract with FNS. The 2012-2013 school year survey information collected for charter schools will be considered as baseline.

The Wellness Policy Council is required to gather information from each school and submit an annual report to the Superintendent and School Board regarding implementation of the District Wellness Policy 8550 at the school level. In order to complete the report, please be aware of the following:

- An annual review of school-level implementation of Wellness Policy Procedures is **required** under Public Law 108-265.
- The online self-assessment survey should be completed by one administrator, school wellness champion or person familiar with how the Wellness Policy and Procedures were implemented at your school.
- **Aggregate data as well as optional program descriptions from the self-assessments will be included in the Wellness Policy Council's report to the Superintendent and School Board and will be shared publicly.**

The Wellness Policy Procedures are available at <http://www.neola.com/pasco-fl/search/AP/AP8510.htm>.

- 2.15 **Indemnification.** Each Party agrees to be fully responsible for its' acts of negligence or its' agent's act of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

### ARTICLE 3 – GENERAL CONDITIONS

- 3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.
- 3.02 **No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third Party by this Agreement. The Parties agree that there are no third Party beneficiaries to this Agreement and that no third Party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.



- 3.03 **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.
- 3.04 **Termination.** This Agreement may be canceled by either Party during the term hereof upon thirty (30) days written notice to the other Parties of its' desire to terminate this Agreement.
- 3.05 **Records.** Each Party shall maintain its' own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07 and/or 119.0701, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.
- 3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.
- 3.08 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein, expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 3.09 **Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 3.10 **Compliance with Laws.** Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the 6<sup>th</sup> Judicial Circuit in and for Pasco County, Florida. By entering into this Agreement, each Party hereby expressly waives any rights either Party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.
- 3.12 **Binding Effect.** The Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and assigns.



- 3.13 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party.
- 3.14 **Force Majeure.** Neither Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.
- 3.15 **Place of Performance.** All obligations of the BOARD under the terms of this Agreement are reasonably susceptible of being performed in Pasco County, Florida and shall be payable and performable in Pasco County, Florida.
- 3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provisions had never been included herein.
- 3.17 **Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designated the following as the respective place for giving notice:



To DSBPC: Superintendent of Schools  
District School Board of Pasco County, Florida  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

With a Copy to: Director of Food and Nutrition Services  
7227 Land O' Lakes Boulevard  
Land O' Lakes, Florida 34638

To SCHOOL: Florida Autism Center of Excellence  
39735 Chancey Road  
Zephyrhills, Florida 33525

With a Copy to: \_\_\_\_\_  
Name to be provided by SCHOOL  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
Address

**3.18** Captions. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**3.19** Authority. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

CONTRACT REVIEWED  
AND APPROVED:  
*ZW 8-8-13*

IN WITNESS WHEREOF, The Parties hereto have made and executed this Agreement on the date first above written.

**FOR BOARD**  
**DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
**FLORIDA**

(Corporate Seal)

By: \_\_\_\_\_  
Cynthia Armstrong, Chairwoman

Attest: \_\_\_\_\_  
Kurt Browning, Superintendent of Schools

Approved as to Form: \_\_\_\_\_  
Dennis Alfonso, School Board Attorney

**FOR SCHOOL**  
**FLORIDA AUTISM CENTER OF EXCELLENCE**

(Corporate Seal)

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

-or-

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

CONTRACT REVIEWED  
AND APPROVED:  
*JWS 8-8-13*

*The Following Notarization is Required for Every Agreement Without Regard to Whether the School Chooses to Use a Secretary's Attestation or Two (2) Witnesses.*

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_  
Name of Person Name of Corporation or Agency

on behalf of the corporation/agency. He/She is personally known to me or produced  
\_\_\_\_\_ as identification and did/did not first take an oath.

My Commission Expires:

\_\_\_\_\_  
Signature- Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

