



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

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

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

352/ 524-2221 e-mail: nwestmor@pasco.k12.fl.us

July 22, 2014

MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent

NW/pem

SUBJECT: Meal Service Agreements

Food and Nutrition Services is requesting approval of the attached agreements with the fourteen (14) schools for the 2014-2015 school year. The District 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 June 29, 2014. Please reference the attached memo from Susan Zanatta, Senior Program Manager, Food and Nutrition Services, for further information.

Should you have any questions regarding this matter, please contact Debra Reaves, Purchasing Services, at your earliest convenience.

NW/dr

Attachments

Date/Time: July 15, 2014 10:41:00



**DISTRICT SCHOOL BOARD
OF PASCO COUNTY**

Kurt S. Browning, Superintendent of Schools

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

MEMORANDUM
FNS

June 24, 2014

TO: Nicole Westmoreland, Purchasing Agent

FROM: Susan Zanatta, Senior Program Manager
Food and Nutrition Services

SUBJECT: 2014-2015 MEAL SERVICE CONTRACTS

Please request the Board's approval 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 2014-2015 school year; the contracts are attached.

Charter Reimbursable Meals	Preparation Site
Academy at the Farm	West Zephyrhills Elementary
Athenian Academy	Trinity Elementary
BayCare	Bayonet Point Middle
Classical Preparatory	Mary Giella Elementary
Countryside Montessori	Pine View Middle School
Daysprings Middle	Schrader Elementary & Bayonet Point Middle
Imagine School	Charles S. Rushe Middle
Learning Lodge Academy	James M. Marlowe Elementary

Vended Meals	Preparation Site
AmiKids	Gulf High School
Elfers Christian School	Ancolte Elementary School
Esther School	James M. Marlowe Elementary
First Christian Academy	James M. Marlowe Elementary
Grace Christian Academy	Fivay High School
PACE Girls Center	Bayonet Point Middle

Attachments

xc: Julia D. Hedine, FNS Director



RECEIVED
6/27/2014

DISTRICT SCHOOL BOARD OF PASCO COUNTY
CHARTER SCHOOL FOOD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of this 18th day of August, 2014, 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 18, 2014.

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 Sciences 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:

WJW 7-3-14

- 2.03 Meal Applications.** Provide on-line applications as determined by the BOARD, through the website, (<http://www.pasco.k12.fl.us/nutrition/>) and where applicable, provide free and reduced price applications to the SCHOOL'S administration prior to the beginning of each school year. 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. There are two options for providing meals to the SCHOOL:
- a) The BOARD will plan, prepare and document the meals provided. Packaged food will be delivered, or picked up, as agreed upon. West Zephyrhills 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 delivery. Refer to 2.10 for additional information. Meal counts will be called in by the SCHOOL to West Zephyrhills 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 will provide adult supervision during the meal service period(s) and will be responsible for assisting, serving and counting and claiming the meals. 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 counting and claiming complete reimbursable meals and will send completed paperwork back to the BOARD in a timely manner. The BOARD will provide training on this procedure. The SCHOOL is responsible for meeting all guidelines provided.
 - b) The BOARD will plan and prepare bulk meals provided. The meals will be delivered or picked up, as agreed upon. Meals will be served, claimed and documented by the BOARD. The BOARD will send a staff member responsible for serving, claiming and counting meals and the SCHOOL will provide a staff member to assist with serving, claiming or counting meals, as warranted.
- 2.05 Competitive Foods.** The BOARD will adhere to "National School Lunch and School Breakfast Programs: Nutrition Standards for All Foods Sold in School, also known as Smart Snacks in School, as required by the Healthy, Hunger-Free Kids Act of 2010" (*Docket ID: FNS-2011-0019*). 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.) A failure of the SCHOOL to comply with these policies governing competitive food sales jeopardizes funding through the National School Lunch Program and SCHOOL would be responsible to reimburse BOARD for any resulting loss of funding.



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	\$1.50	\$0.30	\$1.50	\$1.95
Lunch	\$2.60	\$0.40	\$2.60	\$4.35
Extra Milk	\$0.50			

Grades 6 – 12 (Secondary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.60	\$0.30	\$1.60	\$1.95
Lunch	\$3.25	\$0.40	\$3.25	\$4.35
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 federal, state and local rules and procedures pertaining to the administration of the Program. The SCHOOL will comply with all procedures required under the Program to ensure accuracy at the point of service, including the BOARD's Out of Cafeteria Meal Procedure to record meals on a roster, unless a cashier is provided. The BOARD will provide training on this procedure. It is the SCHOOL'S responsibility to adhere to this procedure. Failure to comply jeopardizes funding; therefore, the SCHOOL will be responsible to reimburse the BOARD for any resulting loss of funding. If warranted, the BOARD may provide a cashier and Point of Service (POS) computer to the SCHOOL to record meal counts during meal service. The BOARD will accurately maintain all records associated with the PROGRAM.

2.08 Meal Reports. It is recommended that parents utilize the online prepayment system, www.myLunchMoney.com, to add funds to their student's meal account. 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. There are two options for meal invoicing, which will be agreed upon between the BOARD and the SCHOOL and adjusted accordingly.

a) If the BOARD sends Packaged meals:

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 packaged meals provided and equipment rental 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 packaged breakfast or lunch delivered to the SCHOOL and not accounted for on the SCHOOL's roster as having been served to a student.

- b) If the BOARD delivers or SCHOOL picks up Bulk meals:
Bulk meals are charged directly to the student account and equipment charges will be invoiced monthly, if applicable.

2.10 Meal Delivery. There are two options for meal delivery:

- a) The SCHOOL will pick up meals from the BOARD. 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 the BOARD.
- b) The BOARD will deliver meals. However, this is based on meal program, availability and participation. The BOARD will consider a **vehicle** and a monthly delivery fee of \$50.00 will be applied.

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

Food Handling Equipment- \$50.00/per piece/month
Computer Hardware/Software- \$55.00/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' activities 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 **Student Wellness Policy and Procedures.** 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 Student Wellness Policy 8550.

The 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.

The Student 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 Student Wellness Policy 8550 at the school level.

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

- 2.15 **Potable Water.** The SCHOOL shall have available potable water, at no charge, for students in the meal service area. The SCHOOL may implement this requirement by offering water pitchers and paper cups on lunch tables, a water fountain in the food service area, or a water fountain that allows students to fill their own bottles or cups in adherence to "*National School Lunch Program and School Breakfast Program: Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010*"-7 CFR Parts 210 and 220.

- 2.16 **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. Annually the SCHOOL shall post Justice for All posters in the food service areas as required by USDA. Posters will be provided by the BOARD.

- 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 6th 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: 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.

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: _____
Alison Crumbley, Chairwoman

Attest: _____
Kurt Browning, Superintendent of Schools

Approved as to Form: _____
Dennis Alfonso, School Board Attorney

FOR SCHOOL
Academy at the Farm

(Corporate Seal)

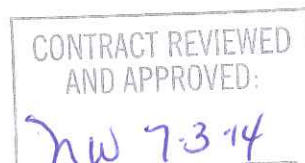
By: _____
Name and Title

Signature

Attest: _____
Name and Title

Signature

Academy at the Farm 2014-15



-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.

CONTRACT REVIEWED
AND APPROVED:
NW 7.3.14

DISTRICT SCHOOL BOARD OF PASCO COUNTY



RECEIVED

6/24/2014

CHARTER SCHOOL FOOD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of this 18th day of August, 2014, 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

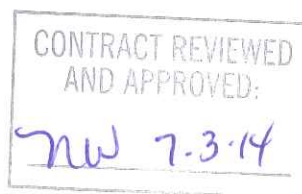
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- a) The BOARD will plan, prepare and document the meals provided. Packaged food will be delivered, or picked up, as agreed upon. Trinity Elementary School cafeteria will prepare the meals and claim the documented meals served. The meals will be picked up by the SCHOOL in a timely manner. The SCHOOL may elect to contract with an independent party for meal delivery. Refer to 2.10 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 will provide adult supervision during the meal service period(s) and will be responsible for assisting, serving and counting and claiming the meals. 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 counting and claiming complete reimbursable meals and will send completed paperwork back to the BOARD in a timely manner. The BOARD will provide training on this procedure. The SCHOOL is responsible for meeting all guidelines provided.
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Grades Pre-K – 5 (Elementary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.50	\$0.30	\$1.50	\$1.95
Lunch	\$2.60	\$0.40	\$2.60	\$4.35
Extra Milk	\$0.50			

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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.

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CONTRACT REVIEWED
AND APPROVED:
NW 7.3.14

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 packaged breakfast or lunch delivered to the SCHOOL and not accounted for on the SCHOOL's roster as having been served to a student.

b) **If the BOARD delivers or SCHOOL picks up Bulk meals:**

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a) The SCHOOL will pick up meals from the BOARD. 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 the BOARD.

b) The BOARD will deliver meals. However, this is based on meal program, availability and participation. The BOARD will consider a **vehicle** and a monthly delivery fee of \$50.00 will be applied.

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

Food Handling Equipment- \$50.00/per piece/month
Computer Hardware/Software- \$55.00/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' activities 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 Student Wellness Policy and Procedures. 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 Student Wellness Policy 8550.

The 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.

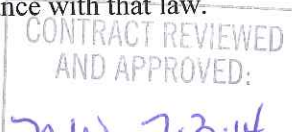
The Student Wellness Policy Council is required to gather information from each school and submit an annual report to the Superintendent and School Board regarding implementation of the Student Wellness Policy 8550 at the school level.

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

- 2.15 **Potable Water.** The SCHOOL shall have available potable water, at no charge, for students in the meal service area. The SCHOOL may implement this requirement by offering water pitchers and paper cups on lunch tables, a water fountain in the food service area, or a water fountain that allows students to fill their own bottles or cups in adherence to "National School Lunch Program and School Breakfast Program: Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010"-7 CFR Parts 210 and 220.
- 2.16 **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. Annually the SCHOOL shall post Justice for All posters in the food service areas as required by USDA. Posters will be provided by the BOARD.
- 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 6th 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.



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: _____
Alison Crumbley, 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:
NW 7-3-14

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.

9
CONTRACT REVIEWED
AND APPROVED:
nw 7.3.14

DISTRICT SCHOOL BOARD OF PASCO COUNTY
CHARTER SCHOOL FOOD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of this 18th day of August, 2014, 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

Baycare
(hereinafter referred to as "SCHOOL")
whose principal place of business is
8132 King Helie Blvd
New Port Richey, Fl 34653

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

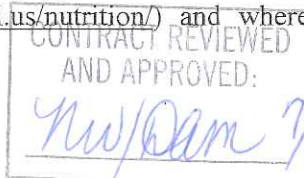
1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Effective Date. The effective date of this original Agreement shall be August 18, 2014.

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 Sciences 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. Provide on-line applications as determined by the BOARD, through the website, (<http://www.pasco.k12.fl.us/nutrition/>) and where applicable, provide free and



reduced price applications to the SCHOOL'S administration prior to the beginning of each school year. 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. There are two options for providing meals to the SCHOOL:

- a) The BOARD will plan, prepare and document the meals provided. Packaged food will be delivered, or picked up, as agreed upon. Bayonet Point 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 delivery. Refer to 2.10 for additional information. Meal counts will be called in by the SCHOOL to Bayonet Point 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 will provide adult supervision during the meal service period(s) and will be responsible for assisting, serving and counting and claiming the meals. 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 counting and claiming complete reimbursable meals and will send completed paperwork back to the BOARD in a timely manner. The BOARD will provide training on this procedure. The SCHOOL is responsible for meeting all guidelines provided.
- b) The BOARD will plan and prepare bulk meals provided. The meals will be delivered or picked up, as agreed upon. Meals will be served, claimed and documented by the BOARD. The BOARD will send a staff member responsible for serving, claiming and counting meals and the SCHOOL will provide a staff member to assist with serving, claiming or counting meals, as warranted.

2.05 Competitive Foods. The BOARD will adhere to "National School Lunch and School Breakfast Programs: Nutrition Standards for All Foods Sold in School, also known as Smart Snacks in School, as required by the Healthy, Hunger-Free Kids Act of 2010" (*Docket ID: FNS-2011-0019*). 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.) A failure of the SCHOOL to comply with these policies governing competitive food sales jeopardizes funding through the National School Lunch Program and SCHOOL would be responsible to reimburse BOARD for any resulting loss of funding.



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	\$1.50	\$0.30	\$1.50	\$1.95
Lunch	\$2.60	\$0.40	\$2.60	\$4.35
Extra Milk	\$0.50			

Grades 6 – 12 (Secondary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.60	\$0.30	\$1.60	\$1.95
Lunch	\$3.25	\$0.40	\$3.25	\$4.35
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 federal, state and local rules and procedures pertaining to the administration of the Program. The SCHOOL will comply with all procedures required under the Program to ensure accuracy at the point of service, including the BOARD's Out of Cafeteria Meal Procedure to record meals on a roster, unless a cashier is provided. The BOARD will provide training on this procedure. It is the SCHOOL'S responsibility to adhere to this procedure. Failure to comply jeopardizes funding; therefore, the SCHOOL will be responsible to reimburse the BOARD for any resulting loss of funding. If warranted, the BOARD may provide a cashier and Point of Service (POS) computer to the SCHOOL to record meal counts during meal service. The BOARD will accurately maintain all records associated with the PROGRAM.

2.08 **Meal Reports.** It is recommended that parents utilize the online prepayment system, www.myLunchMoney.com, to add funds to their student's meal account. The SCHOOL shall collect and keep track of students' payments for meals. The SCHOOL will provide daily reports to Bayonet Point 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.** There are two options for meal invoicing, which will be agreed upon between the BOARD and the SCHOOL and adjusted accordingly.

a) If the BOARD sends Packaged meals:

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 packaged meals provided and equipment rental 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

CONTRACT REVIEWED
AND APPROVED:
gnw/Ram 7/15/14

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 packaged breakfast or lunch delivered to the SCHOOL and not accounted for on the SCHOOL's roster as having been served to a student.

- b) If the BOARD delivers or SCHOOL picks up Bulk meals:
Bulk meals are charged directly to the student account and equipment charges will be invoiced monthly, if applicable.

2.10 Meal Delivery. There are two options for meal delivery:

- a) The SCHOOL will pick up meals from the BOARD. 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 the BOARD.
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CW/Dam 7/15/14

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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: BayCare
8132 King Helie Blvd
New Port Richey, Florida 34653

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:
mu/dam 7/15/14

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: _____
Alison Crumbley, Chairwoman

Attest: _____
Kurt Browning, Superintendent of Schools

Approved as to Form: _____
Dennis Alfonso, School Board Attorney

FOR SCHOOL
Baycare (Corporate Seal)

By: _____
Name and Title

Signature

Attest: _____
Name and Title

Signature

-or-

Witness Name

Signature

Witness Name

Signature

CONTRACT REVIEWED
AND APPROVED:

[Handwritten Signature]

7/15/14

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:
NW/Adam 7/15/14

DISTRICT SCHOOL BOARD OF PASCO COUNTY



RECEIVED
6/24/2014

CHARTER SCHOOL FOOD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of this 18th day of August, 2014, 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

CLASSICAL PREPARATORY SCHOOL
(hereinafter referred to as "SCHOOL")
whose principal place of business is
12830 Shady Hills Rd.
Land O' Lakes, Florida 34610

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 18, 2014.

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 Sciences 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. Provide on-line applications as determined by the BOARD, through the website, (<http://www.pasco.k12.fl.us/nutrition/>) and where applicable, provide free and

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reduced price applications to the SCHOOL'S administration prior to the beginning of each school year. 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. There are two options for providing meals to the SCHOOL:

- a) The BOARD will plan, prepare and document the meals provided. Packaged food will be delivered, or picked up, as agreed upon. Mary Giella 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 delivery. Refer to 2.10 for additional information. Meal counts will be called in by the SCHOOL to Mary Giella 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 will provide adult supervision during the meal service period(s) and will be responsible for assisting, serving and counting and claiming the meals. 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 counting and claiming complete reimbursable meals and will send completed paperwork back to the BOARD in a timely manner. The BOARD will provide training on this procedure. The SCHOOL is responsible for meeting all guidelines provided.
- b) The BOARD will plan and prepare bulk meals provided. The meals will be delivered or picked up, as agreed upon. Meals will be served, claimed and documented by the BOARD. The BOARD will send a staff member responsible for serving, claiming and counting meals and the SCHOOL will provide a staff member to assist with serving, claiming or counting meals, as warranted.

2.05 Competitive Foods. The BOARD will adhere to "National School Lunch and School Breakfast Programs: Nutrition Standards for All Foods Sold in School, also known as Smart Snacks in School, as required by the Healthy, Hunger-Free Kids Act of 2010" (*Docket ID: FNS-2011-0019*). 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.) A failure of the SCHOOL to comply with these policies governing competitive food sales jeopardizes funding through the National School Lunch Program and SCHOOL would be responsible to reimburse BOARD for any resulting loss of funding.

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	\$1.50	\$0.30	\$1.50	\$1.95
Lunch	\$2.60	\$0.40	\$2.60	\$4.35
Extra Milk	\$0.50			

Grades 6 – 12 (Secondary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.60	\$0.30	\$1.60	\$1.95
Lunch	\$3.25	\$0.40	\$3.25	\$4.35
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 federal, state and local rules and procedures pertaining to the administration of the Program. The SCHOOL will comply with all procedures required under the Program to ensure accuracy at the point of service, including the BOARD’s Out of Cafeteria Meal Procedure to record meals on a roster, unless a cashier is provided. The BOARD will provide training on this procedure. It is the SCHOOL’S responsibility to adhere to this procedure. Failure to comply jeopardizes funding; therefore, the SCHOOL will be responsible to reimburse the BOARD for any resulting loss of funding. If warranted, the BOARD may provide a cashier and Point of Service (POS) computer to the SCHOOL to record meal counts during meal service. The BOARD will accurately maintain all records associated with the PROGRAM.

2.08 Meal Reports. It is recommended that parents utilize the online prepayment system, www.myLunchMoney.com, to add funds to their student’s meal account. The SCHOOL shall collect and keep track of students’ payments for meals. The SCHOOL will provide daily reports to Mary Giella 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. There are two options for meal invoicing, which will be agreed upon between the BOARD and the SCHOOL and adjusted accordingly.

- a) If the BOARD sends Packaged meals:
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 packaged meals provided and equipment rental 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

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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 packaged breakfast or lunch delivered to the SCHOOL and not accounted for on the SCHOOL's roster as having been served to a student.

- b) If the BOARD delivers or SCHOOL picks up Bulk meals:
Bulk meals are charged directly to the student account and equipment charges will be invoiced monthly, if applicable.

2.10 Meal Delivery. There are two options for meal delivery:

- a) The SCHOOL will pick up meals from the BOARD. 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 the BOARD.
- b) The BOARD will deliver meals. However, this is based on meal program, availability and participation. The BOARD will consider a **vehicle** and a monthly delivery fee of \$50.00 will be applied.

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

Food Handling Equipment- \$50.00/per piece/month
Computer Hardware/Software- \$55.00/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' activities 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 Student Wellness Policy and Procedures. 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 Student Wellness Policy 8550.

The 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.

The Student 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 Student Wellness Policy 8550 at the school level.

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

- 2.15 **Potable Water.** The SCHOOL shall have available potable water, at no charge, for students in the meal service area. The SCHOOL may implement this requirement by offering water pitchers and paper cups on lunch tables, a water fountain in the food service area, or a water fountain that allows students to fill their own bottles or cups in adherence to "*National School Lunch Program and School Breakfast Program: Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010*"-7 CFR Parts 210 and 220.
- 2.16 **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. Annually the SCHOOL shall post Justice for All posters in the food service areas as required by USDA. Posters will be provided by the BOARD.
- 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 6th 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: CLASSICAL PREPARATORY SCHOOL
12830 Shady Hills Rd.
Land O' Lakes, Florida 34610

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: _____
Alison Crumbley, Chairwoman

Attest: _____
Kurt Browning, Superintendent of Schools

Approved as to Form: _____
Dennis Alfonso, School Board Attorney

FOR SCHOOL
CLASSICAL PREPARATORY SCHOOL

(Corporate Seal)

By: _____
Name and Title

Signature

Attest: _____
Name and Title

Signature

-or-

Witness Name

Signature

Witness Name

Signature

Classical Preparatory 2014-15

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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 # 201500011

DISTRICT SCHOOL BOARD OF PASCO COUNTY

RECEIVED

6/24/2014

CHARTER SCHOOL FOOD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of this 18th day of August, 2014, 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

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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:

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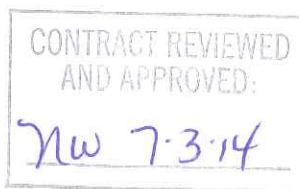
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- a) The BOARD will plan, prepare and document the meals provided. Packaged food will be delivered, or picked up, as agreed upon. Pine View Middle School cafeteria will prepare the meals and claim the documented meals served. The meals will be picked up by the SCHOOL in a timely manner. The SCHOOL may elect to contract with an independent party for meal delivery. Refer to 2.10 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 the SCHOOL. The SCHOOL will provide adult supervision during the meal service period(s) and will be responsible for assisting, serving and counting and claiming the meals. 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 counting and claiming complete reimbursable meals and will send completed paperwork back to the BOARD in a timely manner. The BOARD will provide training on this procedure. The SCHOOL is responsible for meeting all guidelines provided.
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Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
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Lunch	\$2.60	\$0.40	\$2.60	\$4.35
Extra Milk	\$0.50			

Grades 6 – 12 (Secondary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.60	\$0.30	\$1.60	\$1.95
Lunch	\$3.25	\$0.40	\$3.25	\$4.35
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.

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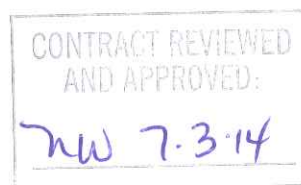
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- 2.15 **Potable Water.** The SCHOOL shall have available potable water, at no charge, for students in the meal service area. The SCHOOL may implement this requirement by offering water pitchers and paper cups on lunch tables, a water fountain in the food service area, or a water fountain that allows students to fill their own bottles or cups in adherence to "*National School Lunch Program and School Breakfast Program: Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010*"-7 CFR Parts 210 and 220.
- 2.16 **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. Annually the SCHOOL shall post Justice for All posters in the food service areas as required by USDA. Posters will be provided by the BOARD.
- 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 6th 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 ELEMENTARY
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.

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: _____
Alison Crumbley, Chairwoman

Attest: _____
Kurt Browning, Superintendent of Schools

Approved as to Form: _____
Dennis Alfonso, School Board Attorney

FOR SCHOOL
COUNTRYSIDE MONTESSORI ELEMENTARY

(Corporate Seal)

By: _____
Name and Title

Signature

Attest: _____
Name and Title

Signature

-or-

Witness Name

Signature

Witness Name

Signature

CONTRACT REVIEWED
AND APPROVED:
NW 7-3-14

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

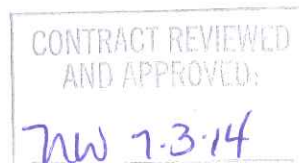
on behalf of the corporation/agency. He/She is personally known to me or produced
_____ as identification and did/did not first take an oath.

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 18th day of August, 2014, 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 18, 2014.
- 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 Sciences 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:
NW 7-3-14

2.03 **Meal Applications.** Provide on-line applications as determined by the BOARD, through the website, (<http://www.pasco.k12.fl.us/nutrition/>) and where applicable, provide free and reduced price applications to the SCHOOL'S administration prior to the beginning of each school year. 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. There are two options for providing meals to the SCHOOL:

- a) The BOARD will plan, prepare and document the meals provided. Packaged food will be delivered, or picked up, as agreed upon. Schrader Elementary School and Bayonet Point 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 delivery. Refer to 2.10 for additional information. Meal counts will be called in by the SCHOOL to Schrader Elementary and Bayonet Point 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 will provide adult supervision during the meal service period(s) and will be responsible for assisting, serving and counting and claiming the meals. 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 counting and claiming complete reimbursable meals and will send completed paperwork back to the BOARD in a timely manner. The BOARD will provide training on this procedure. The SCHOOL is responsible for meeting all guidelines provided.
- b) The BOARD will plan and prepare bulk meals provided. The meals will be delivered or picked up, as agreed upon. Meals will be served, claimed and documented by the BOARD. The BOARD will send a staff member responsible for serving, claiming and counting meals and the SCHOOL will provide a staff member to assist with serving, claiming or counting meals, as warranted.

2.05 **Competitive Foods.** The BOARD will adhere to "National School Lunch and School Breakfast Programs: Nutrition Standards for All Foods Sold in School, also known as Smart Snacks in School, as required by the Healthy, Hunger-Free Kids Act of 2010" (*Docket ID: FNS-2011-0019*). 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.) A failure of the SCHOOL to comply with these policies governing competitive food sales jeopardizes funding through the National School Lunch Program and SCHOOL would be responsible to reimburse BOARD for any resulting loss of funding.



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	\$1.50	\$0.30	\$1.50	\$1.95
Lunch	\$2.60	\$0.40	\$2.60	\$4.35
Extra Milk	\$0.50			

Grades 6 – 12 (Secondary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.60	\$0.30	\$1.60	\$1.95
Lunch	\$3.25	\$0.40	\$3.25	\$4.35
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 federal, state and local rules and procedures pertaining to the administration of the Program. The SCHOOL will comply with all procedures required under the Program to ensure accuracy at the point of service, including the BOARD's Out of Cafeteria Meal Procedure to record meals on a roster, unless a cashier is provided. The BOARD will provide training on this procedure. It is the SCHOOL'S responsibility to adhere to this procedure. Failure to comply jeopardizes funding; therefore, the SCHOOL will be responsible to reimburse the BOARD for any resulting loss of funding. If warranted, the BOARD may provide a cashier and Point of Service (POS) computer to the SCHOOL to record meal counts during meal service. The BOARD will accurately maintain all records associated with the PROGRAM.

2.08 **Meal Reports.** It is recommended that parents utilize the online prepayment system, www.myLunchMoney.com, to add funds to their student's meal account. The SCHOOL shall collect and keep track of students' payments for meals. The SCHOOL will provide daily reports to Schrader Elementary and Bayonet Point 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.** There are two options for meal invoicing, which will be agreed upon between the BOARD and the SCHOOL and adjusted accordingly.

a) If the BOARD sends Packaged meals:

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 packaged meals provided and equipment rental 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

CONTRACT REVIEWED
AND APPROVED:
NW 7.3.14

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 packaged breakfast or lunch delivered to the SCHOOL and not accounted for on the SCHOOL's roster as having been served to a student.

- b) If the BOARD delivers or SCHOOL picks up Bulk meals:
Bulk meals are charged directly to the student account and equipment charges will be invoiced monthly, if applicable.

2.10 Meal Delivery. There are two options for meal delivery:

- a) The SCHOOL will pick up meals from the BOARD. 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 the BOARD.
- b) The BOARD will deliver meals. However, this is based on meal program, availability and participation. The BOARD will consider a **vehicle** and a monthly delivery fee of \$50.00 will be applied.

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

Food Handling Equipment- \$50.00/per piece/month
Computer Hardware/Software- \$55.00/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' activities 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 Student Wellness Policy and Procedures. 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 Student Wellness Policy 8550.

The 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.

The Student 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 Student Wellness Policy 8550 at the school level.

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

- 2.15 **Potable Water.** The SCHOOL shall have available potable water, at no charge, for students in the meal service area. The SCHOOL may implement this requirement by offering water pitchers and paper cups on lunch tables, a water fountain in the food service area, or a water fountain that allows students to fill their own bottles or cups in adherence to "*National School Lunch Program and School Breakfast Program: Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010*"-7 CFR Parts 210 and 220.
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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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- 3.03 **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. Annually the SCHOOL shall post Justice for All posters in the food service areas as required by USDA. Posters will be provided by the BOARD.
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- 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 6th 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.

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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, Port Richey 34668
Middle: 9509 Palm Avenue, Port Richey 34668

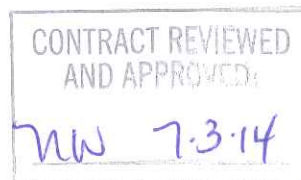
With a Copy to: _____
Name to be provided by SCHOOL

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.



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: _____
Alison Crumbley, 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:
NW 7.3.14

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

RECEIVED
6/29/2014

CHARTER SCHOOL FOOD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of this 18th day of August, 2014, 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

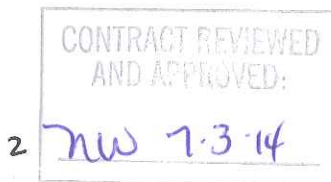
- 2.01** **Effective Date.** The effective date of this original Agreement shall be August 18, 2014.
- 2.02** **Program Participation.** The BOARD will include the SCHOOL in the Agreement existing between the BOARD and the Florida Department of Agriculture and Consumer Sciences as a public school participating in the National School Lunch Program and the National School Breakfast Program (collectively referred to herein as "PROGRAM").
- 2.03** **Meal Applications.** Provide on-line applications as determined by the BOARD, through the website, (<http://www.pasco.k12.fl.us/nutrition/>) and where applicable, provide free and

reduced price applications to the SCHOOL'S administration prior to the beginning of each school year. 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. There are two options for providing meals to the SCHOOL:

- a) The BOARD will plan, prepare and document the meals provided. Packaged food will be delivered, or picked up, as agreed upon. 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 delivery. Refer to 2.10 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 will provide adult supervision during the meal service period(s) and will be responsible for assisting, serving and counting and claiming the meals. 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 counting and claiming complete reimbursable meals and will send completed paperwork back to the BOARD in a timely manner. The BOARD will provide training on this procedure. The SCHOOL is responsible for meeting all guidelines provided.
- b) The BOARD will plan and prepare bulk meals provided. The meals will be delivered or picked up, as agreed upon. Meals will be served, claimed and documented by the BOARD. The BOARD will send a staff member responsible for serving, claiming and counting meals and the SCHOOL will provide a staff member to assist with serving, claiming or counting meals, as warranted.

2.05 Competitive Foods. The BOARD will adhere to "National School Lunch and School Breakfast Programs: Nutrition Standards for All Foods Sold in School, also known as Smart Snacks in School, as required by the Healthy, Hunger-Free Kids Act of 2010" (*Docket ID: FNS-2011-0019*). 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.) A failure of the SCHOOL to comply with these policies governing competitive food sales jeopardizes funding through the National School Lunch Program and SCHOOL would be responsible to reimburse BOARD for any resulting loss of funding.



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	\$1.50	\$0.30	\$1.50	\$1.95
Lunch	\$2.60	\$0.40	\$2.60	\$4.35
Extra Milk	\$0.50			

Grades 6 – 12 (Secondary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.60	\$0.30	\$1.60	\$1.95
Lunch	\$3.25	\$0.40	\$3.25	\$4.35
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 federal, state and local rules and procedures pertaining to the administration of the Program. The SCHOOL will comply with all procedures required under the Program to ensure accuracy at the point of service, including the BOARD's Out of Cafeteria Meal Procedure to record meals on a roster, unless a cashier is provided. The BOARD will provide training on this procedure. It is the SCHOOL'S responsibility to adhere to this procedure. Failure to comply jeopardizes funding; therefore, the SCHOOL will be responsible to reimburse the BOARD for any resulting loss of funding. If warranted, the BOARD may provide a cashier and Point of Service (POS) computer to the SCHOOL to record meal counts during meal service. The BOARD will accurately maintain all records associated with the PROGRAM.

2.08 Meal Reports. It is recommended that parents utilize the online prepayment system, www.myLunchMoney.com, to add funds to their student's meal account. 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. There are two options for meal invoicing, which will be agreed upon between the BOARD and the SCHOOL and adjusted accordingly.

a) If the BOARD sends Packaged meals:

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 packaged meals provided and equipment rental 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

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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 packaged breakfast or lunch delivered to the SCHOOL and not accounted for on the SCHOOL's roster as having been served to a student.

- b) If the BOARD delivers or SCHOOL picks up Bulk meals:
Bulk meals are charged directly to the student account and equipment charges will be invoiced monthly, if applicable.

2.10 Meal Delivery. There are two options for meal delivery:

- a) The SCHOOL will pick up meals from the BOARD. 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 the BOARD.
- b) The BOARD will deliver meals. However, this is based on meal program, availability and participation. The BOARD will consider a **vehicle** and a monthly delivery fee of \$50.00 will be applied.

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

Food Handling Equipment- \$50.00/per piece/month
Computer Hardware/Software- \$55.00/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' activities 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 Student Wellness Policy and Procedures. 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 Student Wellness Policy 8550.

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The 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.

The Student 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 Student Wellness Policy 8550 at the school level.

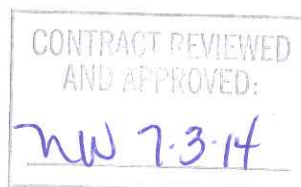
The Student Wellness Policy and Procedures are available at <http://www.neola.com/pasco-fl/search/AP/AP8510.htm>.

- 2.15 **Potable Water.** The SCHOOL shall have available potable water, at no charge, for students in the meal service area. The SCHOOL may implement this requirement by offering water pitchers and paper cups on lunch tables, a water fountain in the food service area, or a water fountain that allows students to fill their own bottles or cups in adherence to "*National School Lunch Program and School Breakfast Program: Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010*"-7 CFR Parts 210 and 220.
- 2.16 **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. Annually the SCHOOL shall post Justice for All posters in the food service areas as required by USDA. Posters will be provided by the BOARD.
- 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 6th 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: _____
Alison Crumbley, 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

8
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AND APPROVED:
NW 7-3-14

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 18th day of August, 2014, 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

LEARNING LODGE ACADEMY
(hereinafter referred to as "SCHOOL")
whose principal place of business is
5844 Pine Hill Rd.
Port Richey, Florida 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 18, 2014.
- 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 Sciences 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. Provide on-line applications as determined by the BOARD, through the website, (<http://www.pasco.k12.fl.us/nutrition/>) and where applicable, provide free and

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reduced price applications to the SCHOOL'S administration prior to the beginning of each school year. 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. There are two options for providing meals to the SCHOOL:

- a) The BOARD will plan, prepare and document the meals provided. Packaged food will be delivered, or picked up, as agreed upon. James M. Marlowe 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 delivery. Refer to 2.10 for additional information. Meal counts will be called in by the SCHOOL to James M. Marlowe 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 will provide adult supervision during the meal service period(s) and will be responsible for assisting, serving and counting and claiming the meals. 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 counting and claiming complete reimbursable meals and will send completed paperwork back to the BOARD in a timely manner. The BOARD will provide training on this procedure. The SCHOOL is responsible for meeting all guidelines provided.
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Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
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Extra Milk	\$0.50			

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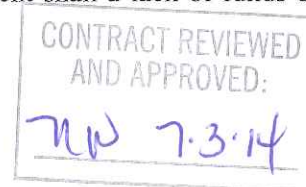
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- 3.05 **Records.** Each Party shall maintain its' own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to

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 6th 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: Learning Lodge Academy
5844 Pine Hills Rd
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.



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: _____
Alison Crumbley, Chairwoman

Attest: _____
Kurt Browning, Superintendent of Schools

Approved as to Form: _____
Dennis Alfonso, School Board Attorney

FOR SCHOOL
LEARNING LODGE ACADEMY

(Corporate Seal)

By: _____
Name and Title

Signature

Attest: _____
Name and Title

Signature

-or-

Witness Name

Signature

Witness Name

Signature

CONTRACT REVIEWED
AND APPROVED:
NW 7.3.14

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

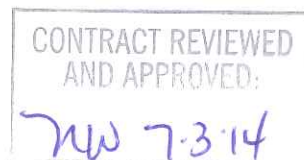
_____ as identification and did/did not first take an oath.

My Commission Expires:

Signature- Notary Public

Printed Name of Notary

Notary's Commission No.





RECEIVED

6/24/2014

**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	\$ 1.50	\$ 1.95	\$ 1.50
Lunch	\$ 2.75	\$ 4.35	\$ 2.75
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

Secondary	Students	Adults	Unaccounted
Breakfast	\$ 1.60	\$ 1.95	\$ 1.60
Lunch	\$ 3.25	\$ 4.35	\$ 3.25
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 18, 2014 – July 31, 2015. 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 *6/23/14*

AMi Kids

Title Date

CONTRACT REVIEWED
AND APPROVED:
NW 7-3-14



RECEIVED

6/24/2014

**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	\$ 1.50	\$ 1.95	\$ 1.50
Lunch	\$ 2.75	\$ 4.35	\$ 2.75
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

Secondary	Students	Adults	Unaccounted
Breakfast	\$ 1.60	\$ 1.95	\$ 1.60
Lunch	\$ 3.25	\$ 4.35	\$ 3.25
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 18, 2014 – July 31, 2015. 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 6/23/14

ELFERS CHRISTIAN SCHOOL

Title Date

CONTRACT REVIEWED
AND APPROVED:

NW 7-3-14



RECEIVED

6/24/2014

**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	\$ 1.50	\$ 1.95	\$ 1.50
Lunch	\$ 2.75	\$ 4.35	\$ 2.75
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

Breakfast	\$ 1.60	\$ 1.95	\$ 1.60
Lunch	\$ 3.25	\$ 4.35	\$ 3.25
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 18, 2014 – July 31, 2015. 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 6/23/14

ESTHER SCHOOL

Title Date

CONTRACT REVIEWED
AND APPROVED:
NW 7-3-14



RECEIVED

6/24/2014

**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:

Elementary	Students	Adults	Unaccounted
Breakfast	\$ 1.50	\$ 1.95	\$ 1.50
Lunch	\$ 2.75	\$ 4.35	\$ 2.75
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

Secondary	Students	Adults	Unaccounted
Breakfast	\$ 1.60	\$ 1.95	\$ 1.60
Lunch	\$ 3.25	\$ 4.35	\$ 3.25
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 18, 2014 – July 31, 2015. 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 6/23/14

FIRST CHRISTIAN ACADEMY

Title Date

CONTRACT REVIEWED
AND APPROVED:

7/10 7:314



RECEIVED

6/21/14

**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:

Elementary	Students	Adults	Unaccounted	Secondary	Students	Adults	Unaccounted
Breakfast	\$ 1.50	\$ 1.95	\$ 1.50	Breakfast	\$ 1.60	\$ 1.95	\$ 1.60
Lunch	\$ 2.75	\$ 4.35	\$ 2.75	Lunch	\$ 3.25	\$ 4.35	\$ 3.25
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.

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.

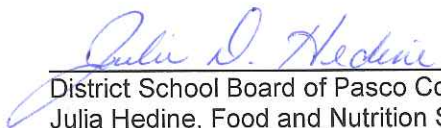
The District School Board of Pasco County agrees also to retain records required under the preceding clause for a period 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress) and upon request, to make all accounts and records pertaining to the 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 18, 2014 – July 31, 2015. 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 6/23/14

GRACE CHRISTIAN ACADEMY
Title Date

CONTRACT REVISED AND APPROVED;

7/3/14



RECEIVED

6/27/2014

**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:

Elementary	Students	Adults	Unaccounted
Breakfast	\$ 1.50	\$ 1.95	\$ 1.50
Lunch	\$ 2.75	\$ 4.35	\$ 2.75
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50

Secondary	Students	Adults	Unaccounted
Breakfast	\$ 1.60	\$ 1.95	\$ 1.60
Lunch	\$ 3.25	\$ 4.35	\$ 3.25
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 18, 2014 – July 31, 2015. 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 Hedene, Food and Nutrition Services

Director
Title Date 6/23/14

PACE GIRLS CENTER

Title Date

CONTRACT REVIEWED
AND APPROVED:

7/17/14