

# CHARTER SCHOOL FOOD SERVICE AGREEMENT

## SARASOTA MILITARY ACADEMY

This Agreement is made and entered into this \_\_\_\_ day of August, 2009, by and between The School Board of Sarasota County, Florida, a body corporate existing under the laws of the State of Florida (the "School Board") and the Sarasota Military Academy ("Sarasota Military"), a charter school in Sarasota County, Florida, pursuant to Section 1002.33, Florida Statutes.

### WITNESSETH:

- 1.1. WHEREAS, Sarasota Military is operating a charter school within Sarasota County; and
- 1.2. WHEREAS, Sarasota Military is desirous of a breakfast and lunch program at its school; and
- 1.3. WHEREAS, the School Board's Food and Nutrition Services Department has the capability to provide a breakfast and lunch program.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties agree as follows:

- 2.1. The School Board, in cooperation with Sarasota Military, shall make breakfast available to students at a rate of \$1.25 for students with a paid meal status, \$.30 for students eligible to receive reduced priced meals, and no charge for students eligible to receive free meals. Lunch will be available to students at \$2.25 for students with a paid meal status, \$.40 for students eligible to receive reduced priced meals, and no charge for students eligible to receive free meals. Adult meals and any other non-program meals are available for \$1.50 (breakfast) and \$3.00 (lunch). All provisions of the National School Breakfast Program ("NSBP") and the National School Lunch Program ("NSLP") guidelines will be strictly adhered to.
- 2.2. The term of this Agreement shall commence on August 24, 2009, and terminate on June 4, 2010, unless sooner terminated as provided herein.

### TERMS AND CONDITIONS

#### 3.1. Meals Provided

The School Board shall provide Sarasota Military meals that meet the minimum meal pattern requirements for the NSBP and NSLP Programs, as to components and portion sizes.

3.2. Free and Reduced Priced Meal Application Processing

Sarasota Military shall be responsible for providing names of enrolled students to the School Board. Free and Reduced Priced Meal Applications will be sent to all enrolled students, collected, and processed by the School Board. Sarasota Military shall assist in the collection of the applications, and in the collection of verification documentation. Eligibility decisions made by the School Board shall determine meal status.

3.3. Meal Accountability

Sarasota Military shall follow procedures for assuring accuracy at the point of meal service and will comply with all federal, state and local rules and procedures pertaining to administration of the program, including, but not limited to, reporting any known student food allergies.

3.4. Program Compliance

The School Board shall be responsible for monitoring the program to provide technical assistance and to ensure program compliance.

3.5. Cash Collection and Meal Counts

The School Board shall provide one employee (or up to two employees based on a minimum of 200 students participating in the school meal program), to accurately collect cash and record meal counts and categories during lunch service. Sarasota Military personnel shall provide one employee to accurately collect cash and record meal counts and categories during breakfast service, and those counts and categories will be provided to the School Board employee. Cash collected for the breakfast program will be turned over to the School Board employee who will return breakfast and lunch cash collections, and breakfast and lunch meal counts and categories to Booker High School's Food and Nutrition Services program.

3.6. Computer Equipment

Sarasota Military shall provide a complete computer set-up, including the required keyboard and keypad, as specified by the School Board. The School Board shall maintain all student status and account information.

3.7. Equipment

Any and all equipment owned by the School Board used for or at Sarasota Military is the express property of the School Board. A replacement fee will be assessed to Sarasota Military if equipment is damaged or destroyed due to negligence or vandalism.

3.8. Storage

The School Board will store a limited amount of stock items in a locked storage area at Sarasota Military. Replacement fees will be assessed to Sarasota Military if the items are lost or pilfered.

3.9. Transportation of Food and Supplies

Sarasota Military will pick up lunches in bulk and packaged breakfast items at Booker High School and immediately return to Sarasota Military. Food must be transported in approved hot and cold food holding equipment.

3.10 Meal Service

Sarasota Military shall be responsible for contacting Booker High School two hours prior to lunch pick-up with an accurate count for lunches and an estimate for the following morning's breakfast. Lunches will be served from the cafeteria facility at Sarasota Military immediately following arrival of the food. Sarasota Military will provide personnel to assist in the serving of lunch, and will assume full responsibility for breakfast meal service.

3.11. Competitive Foods

No food, snacks or beverages may be sold in competition with the School Board's Food and Nutrition Services meal service from one hour before the beginning of school to the end of the last lunch period. No vending machines may be located in or near the dining area. Failure to follow this directive jeopardizes funding through the National School Lunch Program, and will result in immediate discontinuance of service.

3.12. Meal Charge Policy

Sarasota Military will follow the same charge policy as all schools operated by the School Board.

3.13. Indemnity

Sarasota Military shall indemnify and hold harmless the School Board from and against all liabilities, claims, demands, suits, causes of action, loss and expenses including attorneys fees, of any and every kind and nature arising from the negligent or intentional act of agents or employees of the Sarasota Military in connection with the provision of lunches under this Agreement. Nothing herein shall be deemed to constitute a waiver of sovereign immunity on the part of the School Board or to reduce any protection from suit or judgment afforded to the School Board under Florida law. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.

3.14. This Agreement may be terminated without cause by either party upon thirty (30) days' written notice.

3.15. Any notice given pursuant to this Agreement shall be as follows:

To Sarasota Military: Sarasota Military Academy  
801 Orange Avenue N.  
Sarasota, Florida 34236

To the School Board: Director, Food and Nutrition  
Services Department  
The School Board of Sarasota  
County, Florida  
101 Old Venice Road  
Osprey, Florida 34229

3.16 This Agreement represents the entire agreement of the parties hereto and no prior or subsequent oral agreements shall be binding upon either of the parties until reduced to writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective undersigned duly authorized officials as of the day and year first above written.

THE SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA

By: \_\_\_\_\_

Caroline G. Zucker, Chair

Approved for Legal Content  
July 24, 2009, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH

SARASOTA MILITARY ACADEMY

By: \_\_\_\_\_

Dan Kennedy, Director