CHARTER SCHOOL FOOD SERVICE AGREEMENT

THE STUDENT LEADERSHIP ACADEMY

This Agreement is made and entered into this _____ day of July, 2008, 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 Student Leadership Academy ("Leadership Academy"), a charter school in Sarasota County, Florida, pursuant to Section 1002.33, Florida Statutes.

WITNESSETH:

- 1.1. WHEREAS, Leadership Academy is operating a charter school within Sarasota County; and
- 1.2. WHEREAS, Leadership Academy is desirous of a lunch program at its school; and
- 1.3. WHEREAS, the School Board's Food and Nutrition Services Department has the capability to provide a 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 Leadership Academy, shall make lunch available to students at a rate of \$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 \$3.00 (lunch). All provisions of the National School Lunch Program ("NSLP") guidelines will be strictly adhered to.
- 2.2. The term of this Agreement shall commence on August 18, 2008, and terminate on May 29, 2009, unless sooner terminated as provided herein.

TERMS AND CONDITIONS

3.1. Meals Provided

The School Board shall provide Leadership Academy meals that meet the minimum meal pattern requirements for the NSLP Program, as to components and portion sizes.

3.2. Free and Reduced Priced Meal Application Processing

Leadership Academy 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. Leadership Academy 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

Leadership Academy 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. <u>Program Compliance</u>

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 an employee to accurately collect cash and record meal counts and categories during lunch service. The School Board employee will return lunch cash collections, and lunch meal counts and categories to Venice High School's Food and Nutrition Services program.

3.6. Computer Equipment

Leadership Academy 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 Leadership Academy is the express property of the School Board. A replacement fee will be assessed to Leadership Academy 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 Leadership Academy. Replacement fees will be assessed to Leadership Academy if the items are lost or pilfered.

3.9. Transportation of Food and Supplies

Leadership Academy will pick up lunches in bulk at Venice High School and immediately return to Leadership Academy. Food must be transported in approved hot and cold food holding equipment.

3.10. Meal Service

Leadership Academy shall be responsible for contacting Venice High School two hours prior to lunch pick-up with an accurate count for lunches. Lunches will be served from the cafeteria facility at Leadership Academy immediately following arrival of the food. Leadership Academy will provide personnel to assist in the serving of lunch.

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.

3.12. Indemnity

Leadership Academy 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 Leadership Academy in connection with the provision of lunches under this Agreement. 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.

- 3.13. This Agreement may be terminated without cause by either party upon thirty (30) days' written notice.
- 3.14. Any notice given pursuant to this Agreement shall be as follows:

To Leadership Academy: The Student Leadership Academy

200 Field Avenue E Venice, Florida 34285

To the School Board: Director, Food and Nutrition

Services Department

The School Board of Sarasota

County, Florida 101 Old Venice Road Osprey, Florida 34229

3.15.		tire agreement of the parties hereto and no prior all be binding upon either of the parties until
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:
		Dr. Kathy Kleinlein, Chair
May 20, Hardy, C The Sch	d for Legal Content 2008, by Matthews, Eastmoore, Frauwels & Garcia, Attorneys for ool Board of Sarasota County, Florida ASH_	
		SARASOTA LEADERSHIP ACADEMY
		Ву:

Vickie Marble, Director