

# CHARTER SCHOOL FOOD SERVICE AGREEMENT

SARASOTA MILITARY ACADEMY, INC.  
d/b/a SARASOTA MILITARY ACADEMY PREP

This Agreement is made and entered into this 5<sup>th</sup> day of August, 2014, 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, Inc., d/b/a Sarasota Military Academy Prep ("SMA Prep"), a charter school in Sarasota County, Florida, pursuant to Section 1002.33, Florida Statutes.

## WITNESSETH:

- 1.1. WHEREAS, SMA Prep is operating a charter school within Sarasota County; and
- 1.2. WHEREAS, SMA Prep 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 SMA Prep, 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 \$2.30 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 \$3.25 (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 18, 2014, and terminate on May 29, 2015 unless sooner terminated as provided herein.

## TERMS AND CONDITIONS

- 3.1. Meals Provided

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

3.2. Free and Reduced Priced Meal Application Processing

SMA Prep shall be responsible for providing names of enrolled students to the School Board. Notice of the availability of online Free and Reduced Priced Meal applications will be sent to all enrolled students, collected, and processed by the School Board. SMA Prep may 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

SMA Prep 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. SMA Prep 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 Tatum Ridge School's Food and Nutrition Services program. Failure to follow NSBP and NSLP reporting requirements may result in discontinuance of the program.

3.6. Computer Equipment

SMA Prep shall provide a complete laptop computer set-up, including the required keypad, as specified by the School Board. The user name and password must be available to operate the laptop. 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 SMA Prep is the express property of the School Board. A replacement fee will be assessed to SMA Prep if equipment is damaged or destroyed due to negligence or vandalism. Equipment must be operable and maintained, according to Department of Health Standards.

3.8. Storage

The School Board will store a limited amount of stock items in a locked storage area at SMA Prep. Replacement fees will be assessed to SMA Prep if the food or non-food items are lost or pilfered. Procedures must be in place to ensure that storage and handling of foods meet current Department of Health Standards.

3.9. Transportation of Food and Supplies

SMA Prep will pick up lunches in bulk and packaged breakfast items at Tatum Ridge School and immediately return to SMA Prep. Food must be transported in approved hot and cold food holding equipment.

3.10 Meal Service

SMA Prep shall be responsible for contacting Tatum Ridge 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 SMA Prep immediately following arrival of the food. SMA Prep will provide personnel to assist in the serving of lunch, and will assume full responsibility for breakfast meal service. At least 50 meals must be served during the lunch period within the defined serving times listed. If lunches served falls lower than 50, Food and Nutrition Services may exercise the option to discontinue the program.

Service time is limited to the minimum hours necessary to provide service, as listed below:

Serving time for breakfast: \_\_\_ am to \_\_\_ am

Serving time for lunch: \_\_\_ pm to \_\_\_ pm

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

SMA Prep will follow the same charge policy as all schools operated by the School Board.

3.13. Indemnity

SMA Prep 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 SMA Prep 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, Inc.  
d/b/a Sarasota Military Academy Prep  
3101 Bethel Lane  
Sarasota, Florida 34240

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: \_\_\_\_\_

Jane Goodwin, Chair

Approved for Legal Content,  
June 27, 2014, by Matthews Eastmoore,  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: \_\_\_\_\_ASH\_\_\_\_\_

SARASOTA MILITARY ACADEMY,  
INC., d/b/a Sarasota Military Academy Prep

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

Phillip Eddy, Director