

AGREEMENT FOR AFTER SCHOOL SNACK PROGRAM
SUNCOAST SCHOOL FOR INNOVATIVE STUDIES, INC.

This Agreement is made and entered into this ____ day of September, 2010, by and between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "School Board"), and the Suncoast School for Innovative Studies, Inc. ("SSIS"), a charter school in Sarasota County, Florida.

WITNESSETH:

WHEREAS, SSIS provides an After School program at its facility and is desirous of a snack program in conjunction with the After School program; and

WHEREAS, the School Board's Food and Nutrition Services Department has the capability to provide a snack program.

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

1. The School Board, in cooperation with SSIS, shall make snacks available to children enrolled in the After School program at SSIS at no charge for students as SSIS is an area eligible school to receive free after school snacks under current National School Lunch Program (NSLP) guidelines.
2. The term of this Agreement shall commence on September 27, 2010, and terminate on June 6, 2011, unless sooner terminated as provided herein.
3. The snack service shall be in accordance with United States Department of Agriculture, (U.S.D.A.) snack requirements, as set forth in the "After School Snack Menu Requirements." SSIS shall be responsible for maintaining accurate daily snack counts as required by the U.S.D.A.' s requirements.
4. The School Board Food and Nutrition Services manager at Alta Vista Elementary School shall receive accurate daily snack counts from SSIS personnel. SSIS personnel shall gather and submit information, following procedures outlined under the National School Lunch Program After School Snack Program. Actual snack counts will be submitted to the Food and Nutrition Services Manager on a daily basis for filing a claim with the National School Lunch Program (NSLP) for reimbursement to the School Board.
5. Snacks ordered but not used by eligible students nor returned to Alta Vista Elementary shall be invoiced to SSIS at the rate of \$.80 per snack. SSIS shall remit payment to the School Board to the attention of the Director, Food and Nutrition Services Department, 101 Old Venice Road, Osprey, Florida 34229, within thirty (30) days of receipt of invoices.

6. SSIS personnel shall be responsible each day for picking up the snacks prior to 2:00 p.m. at Alta Vista Elementary School, and for properly storing them at SSIS until they are consumed by students in the after school program.

7. SSIS 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 SSIS in connection with the provision of snacks 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.

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

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

To SSIS: Suncoast School for Innovative Studies, Inc.
1300 South Tuttle Avenue
Sarasota, Florida 34239

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

10. 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: _____
Shirley Brown, Chair

Approved for Legal Content
September 7, 2010, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

SUNCOAST SCHOOL FOR INNOVATIVE
STUDIES, INC.

By: _____
Steven Evans, Director