

## Board Meeting Agenda Item Executive Summary

*Supt.'s Office Use Only*

Board Meeting \_\_\_\_\_

Agenda \_\_\_\_\_

Item No. \_\_\_\_\_

<b>Board Meeting Date:</b>	June 17, 2008
<b>Submitted By:</b>	Maria Eunice, Director Food and Nutrition Services
<b>Item Description:</b>	Agreement with St. Patrick Interparish School for pilot food service, 2008-09

**Purpose and Explanation:** The Department of Education (Food and Nutrition Management) representatives and Program Administration at St. Patrick Interparish School have requested that the School Board enter into an agreement to operate the St. Patrick Food Service program beginning this Fall Term. The school presently is self-operated and does not receive funding under the National School Lunch Program. St. Patrick's will pay any losses (in excess of program revenues) sustained by Alachua Food and Nutrition Services; any net proceeds may be retained by Alachua Food and Nutrition Services.

One potential benefit to the Board would be an increase in the annual allowable indirect costs amount that accrues to the School Board from Food Service. Additionally, it is projected at this time that Alachua Food and Nutrition Services could generate as much as \$10,000.00 to \$20,000.00 in additional net revenues at the end of the first year of operation. The addition of this program will incur no cost to the Board's general fund.

An evaluation of the partnership will be performed in the spring of 2009 to measure program acceptance and mutual benefit to both parties. If the results of the evaluation are overall negative or if either party is not satisfied with the program's progress, then the agreement will not be renewed at end of the 2008/2009 school year.

**Recommended Action:** The Superintendent recommends that the School Board approve the agreement with St. Patrick Interparish School for a one year "pilot" period beginning this Fall, as presented.

Strategic Planning	Budgetary Impact
	<b>Funding Source (Description):</b>
	<b>General Fund:</b>
	<b>Federal Projects:</b>
	<b>Food Service:</b>
	<b>Capital Projects:</b>
	<b>Other:</b>
	<b>Amount:</b>

**Staff Attorney** (Review and approval required for contracts, agreements, and policies.)

Date: 6/4/08      Initial: *TZW*

**AGREEMENT FOR FOOD SERVICE**

**The School Board of Alachua County, Florida  
and**

**St. Patrick Interparish School**

***July 1, 2008 – June 30, 2009***

THIS AGREEMENT is made by and between The School Board of Alachua County, Florida ("School Board"), 620 East University Avenue, Gainesville, Florida 32601, and St. Patrick Interparish School ("St. Patrick's"), 550 N. E. 16<sup>th</sup> Avenue, Gainesville, Florida 32601.

WHEREAS, St. Patrick's is obligated to provide breakfast, lunch and snack to its students at its food service facility at the above-stated address pursuant to the requirements of the School Food Service Program, Rule 6-7.042(1) and (2), F.A.C.; and

WHEREAS, in addition to its students, St. Patrick's desires to serve breakfast and lunch to its staff at said location; and

WHEREAS, all or a portion of St Patrick's cost of providing student meals is reimbursable in accordance with the terms and conditions of Rule 6-7.042(1)(c), F.A.C.; and

WHEREAS, the School Board is agreeable to provide the staff, food and supplies necessary to prepare and serve St. Patrick's students and staff at said location, and St. Patrick's desires that the School Board provide such services and supplies, all on the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School Board and St. Patrick's represent and agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.
2. The meals shall be prepared and served in such manner as will satisfy the meal pattern requirements set forth in 7 CFR 210(k) and 220.8(g).
3. The School Board will collect child meal payments and file monthly meal claims with the State of Florida, Department of Education based on the number of reimbursable meals served for that month.
4. The School Board will be responsible solely for direct operating expenses associated with its services under this Agreement, including cost of food and supplies, food service employee salaries, and associated employee insurance and other expenses. St. Patrick's will be solely responsible for all other costs and expenses associated with its receipt of services pursuant to this Agreement, including without limitation all expenses of owning, operating, maintaining, remodeling, repairing, and insuring the premises where such services will be rendered. St. Patrick's will reimburse the School Board for any losses (in excess of program revenues) sustained by the School Board; any net proceeds may be retained by the School Board.

5. The School Board shall receive and store shipments of USDA commodities allocated to the St. Patrick's program for use in the meal program, but shall not be held liable for loss or replacement in the event of theft or spoilage.

6. The term of this Agreement shall be for one (1) pilot year commencing on July 1, 2008, and ending on June 30, 2009.

7. The School Board will provide periodic financial reports during the year to indicate a reasonable measure of financial performance. The financial reports will be monitored on a quarterly basis. If the financial reports show that the program's costs incurred exceed revenue, an assessment will be made to evaluate if this Agreement needs to be terminated. The School Board will apply financial management practices and make program changes as reasonably necessary to reduce excess operational costs.

8. St. Patrick's assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of St. Patrick's and the officers, employees, servants, and agents thereof while acting within the scope of their employment by St. Patrick's. The School Board assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the School Board and the officers, employees, servants, and agents thereof while acting within the scope of their employment by the School Board. Nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the School Board or of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes.

9. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and may not be modified or amended except in writing signed by the duly authorized representatives of both the School Board and St. Patrick's.

10. This Agreement shall be governed by the laws of the State of Florida and venue for purposes of any action brought to enforce or construe this Agreement shall lie in Alachua County, Florida.

11. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days' written notice to the other party.

DATED this \_\_\_\_\_ day of June, 2008.

THE SCHOOL BOARD OF ALACHUA  
COUNTY, FLORIDA

ST. PATRICK INTERPARISH  
SCHOOL

By: \_\_\_\_\_  
Janie S. Williams, Chairman

By:   
Sandy Vahl, Principal

Attest: \_\_\_\_\_  
W. Daniel Boyd, Jr., Superintendent