

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 07-24-12	Open Agenda Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Special Order Request Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Agenda Item Number E-1
---------------------------------	---	---	----------------------------------

TITLE: **Recommendation on Charter School Food Service Agreements**

REQUESTED ACTION:
 Approve the Charter School Food Service Agreements with: Broward Charter School of Science and Technology, Inc.; Eagles' Nest Community Charter Schools, Inc.; Paragon Academy of Technology, Inc.; The Red Shoe, Inc., d/b/a Urban Academy (Obama School for Boys); The Red Shoe, Inc., d/b/a Urban Academy (The Red Shoe Charter School for Girls); and Sunshine Elementary Charter School, Inc.

SUMMARY EXPLANATION AND BACKGROUND:
 The agencies listed are desirous of obtaining food for the food service programs they are sponsoring, and are requesting that their meals be vended by the Food and Nutrition Services Department.

 These agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

<input type="checkbox"/> •Goal One:	Raise achievement of all students to ensure graduation from high school and readiness for post-secondary education.
<input checked="" type="checkbox"/> •Goal Two:	Improve the health and wellness of students and personnel.
<input type="checkbox"/> •Goal Three:	Provide a safe and secure physical and technological environment for all students and employees.
<input type="checkbox"/> •Goal Four:	Promote innovation which focuses on best practices and quality efforts that improve our best-in-class position.
<input type="checkbox"/> •Goal Five:	Recruit, develop, retain, and recognize high performing and diverse faculty and personnel.
<input checked="" type="checkbox"/> •Goal Six:	Build strong partnerships with family, business, community and government at the classroom, school, area, and district level.
<input type="checkbox"/> •Goal Seven:	Ensure district's leadership as an environmental steward through innovative ecology and energy conservation programs.

FINANCIAL IMPACT:
 The costs of these vended meals will be covered by the revenue received from the agencies. There is no financial impact to the District.

EXHIBITS: (List)


1. Agreement with Broward Charter School of Science and Technology, Inc.
2. Agreement with Eagles' Nest Community Charter Schools, Inc.
3. Agreement with Paragon Academy of Technology, Inc.
4. Agreement with The Red Shoe, Inc., d/b/a Urban Academy (Obama School for Boys)
5. Agreement with The Red Shoe, Inc., d/b/a Urban Academy (The Red Shoe Charter School for Girls)
6. Agreement with Sunshine Elementary Charter School, Inc.

BOARD ACTION: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">APPROVED</div>	SOURCE OF ADDITIONAL INFORMATION: Mary Mulder 754-321-0215
(For Official School Board Records' Office Only)	Name Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Jeffrey S. Moquin 
Task Assigned Chief of Staff

Approved in Open Board Meeting on: **JUL 24 2012**

By:  School Board Chair

Form #4189
 Revised 10/11
 RWR/JSM/MM:mw

FOOD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of July, 2012, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BROWARD CHARTER SCHOOL OF SCIENCE AND TECHNOLOGY, INC.

(hereinafter referred to as "SCHOOL"),
whose principal place of business is

WHEREAS, the SCHOOL is desirous of obtaining food services for a School Breakfast and Lunch Program (hereinafter referred to as "Program") from SBBC and SBBC is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on August 20, 2012 and conclude on June 6, 2013.

2.02 **Meal Service.** All schools contracting with the SBBC Food & Nutrition Services for meals are required to provide both breakfast and lunch meals. SBBC will provide the SCHOOL meals that meet the minimum meal pattern requirements for the Program as to components and portion sizes. Meals will be provided to the sites listed on Exhibit "A".

Meal Application Processing Fee - \$8.00 per application.

The Meal Plan provided is a Pre-packaged cold meal for both breakfast and lunch.

August 3, 2012 is the deadline for the school to meet all requirements in the agreement in order to receive food beginning August 20, 2012, unless arrangements have been made with the Food and Nutrition Services Department, Broward County School District.

2.03 **Meal Rates.**

1. Meal Rates: Based on student eligibility Meal/Price Categories are free, reduced and full paid.
2. Administrative Fee: \$.60 added to all Breakfast and Lunch Meals

School	Breakfast		Lunch	
	Reduced	Paid	Reduced	Paid
Elementary	.30	1.60	.40	2.15
Middle	.30	1.70	.40	2.50
High	.30	1.70	.40	2.65
Adults		2.10		3.15

Note: The SCHOOL is charged an Administrative Fee for all meals provided (free, reduced and paid). The SCHOOL may not pass these fees on to free and reduced students. The SCHOOL may set the meal prices for full paid students and adults.

A SCHOOL serving pre-packaged cold meals is required to pick up meals from the production site.

Example of a full paid elementary lunch meal delivered to the SCHOOL:

Meal	\$2.15
Administrative Fee	\$.60
Total	\$2.75

2.04 **Health Department Requirements.** The Broward County Health Department regulations for transporting meals to offsite locations.

1. All sites receiving food of any type must have the following equipment.
 - a. Hand wash sink, in the food preparation and serving area, with hot and cold running water
 - b. Janitorial sink
 - c. Dumpster pad with drain and water supply
 - d. Restroom convenient to the serving area
 - e. Refrigeration
2. All schools contemplating providing food service either by preparing food on premises or having food catered by a third party must submit a floor plan, including equipment lay-out and a site plan, to the Broward County Health Department, attention Mr. Imad Madi, R.S. Environmental Specialist II, 954-467-4237, prior to commencing any food service operations.

3. All facilities must meet all of Broward County Health Department (BCHD) requirements and be permitted prior to operating.

Note: Contact SBBC'S Food and Nutrition Services Department prior to purchasing equipment to insure that commercial equipment will support the volume of meals served at your SCHOOL.

2.05 **Additional Equipment Requirement.** In addition to the Health Department requirements, SBBC'S Food and Nutrition Services Department has requirements for the SCHOOL serving hot food. The following list is a guide and additional equipment may be needed. The Charter School is responsible for providing this equipment.

Milk cooler

Ice cream freezer

Stainless steel worktable

Small kitchen supplies (pans, serving utensils)

Garbage can and lid

*Specifications will be provided upon request.

2.06 **U.S.D.A. and D.O.E. Regulations.** Any school previously removed from this agreement for non-compliance, will not be permitted to participate in future agreements with the Food and Nutrition Services Department. Any school found not in compliance with United States Department of Agriculture (U.S.D.A.) and Department of Education (DOE) regulations will have the Child Nutrition Program removed from the school or will be required to pay a fine to cover the cost of disallowed meals. *The sale of foods other than food provided by the approved Child Nutrition Program during meal service times is prohibited.* Schools are required to restrict student access to concession, extra sales, vending and fundraisers that are in direct competition with the Child Nutrition Program during meal services anywhere on campus. If income from such sales occurs, the revenue is required to be deposited into the Child Nutrition account.

When the SCHOOL enters into this agreement, SBBC'S Food and Nutrition Services Department becomes the sole provider of meals to the SCHOOL. Meals will be provided on all school days students are in session according to the School Board of Broward County's 180 day School Calendar. The SCHOOL may not pick and choose which days they want SBBC'S Food and Nutrition Services to provide meal service.

2.07 **Inspections.** SBBC'S Food & Nutrition Services Department requires the SCHOOL to have an on-site inspection by the SBBC'S Safety Department prior to initiating Food Service. The SBBC'S Food & Nutrition Services Department will conduct an on-site review to assure all necessary requirements are met prior to providing food services.

2.08 **Sanitation Reports.** The SCHOOL must satisfactorily complete quarterly health inspections each year and submit a copy to the Food & Nutrition Services Manager.

2.09 **Permits.** The SCHOOL is required to have a Broward County Health Department Food Service Operating Permit and submit a copy of the permit to the coordinator of the Food and Nutrition Services Department no later than August 3, 2012. Attention Food Service Coordinator Fax #754-321-0235.

2.10 **Meal Accountability.** The SCHOOL will follow required procedures for assuring accuracy at the point of service and comply with all federal, state, and local rules and procedures pertaining to the administration of the program.

2.11 **Free and Reduced Price Meal Application Processing.** The SCHOOL will be responsible for distributing Free and Reduced Price Meal applications to all students and reviewing applications for completeness before forwarding to the Food and Nutrition Services Department for approval of students receiving free and reduced price meals. The designee who reviews applications for completeness will attend the pre-school workshop provided by the SBBC.

2.12 **Program Compliance.** The SBBC will be responsible for monitoring the program to provide technical assistance and ensure program compliance.

2.13 **Meal Reports.** SBBC'S Food and Nutrition Services Department will maintain full and accurate records specifying menu records and identifying the amount of food prepared and the daily number of meals delivered by type. SBBC will provide meal reports to the SCHOOL promptly at the end of each month. SBBC will retain such records for a period of three (3) years from the date of receipt of final payment under this agreement (or longer, if SBBC has been notified of an audit in progress). Upon request, SBBC will make all accounts and records pertaining to the Program available to representatives of the United States Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

2.14 **Meal Deposits/Invoices.**
Deposits: A deposit is required for any SCHOOL that was delinquent in payments at any time during the prior 12 months. A deposit based on three month's projected meal service will be required to be paid to the Food and Nutrition Services Department before meal service is to begin. The deposit will be held until the end of the contract and all invoices have been paid. At that time the deposit will be returned to the SCHOOL.

Invoices: SBBC's School Food Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts payable to SBBC for the meals provided along with applicable fees and costs of all meals contained in this contract. The invoice shall be based upon food delivery reports generated by SBBC's Food and Nutrition Services Department, money collected at the SCHOOL and applicable fees and costs. **The SCHOOL will pay SBBC the invoiced amount within ten (10) days of receipt of the invoice.** Failure to pay the invoiced amount within ten (10) days and/or a delinquent account may result in termination of meal service. SBBC'S records regarding the delivery of meals and the SCHOOL'S Program participation shall be open to inspection and audit by the SCHOOL and its designees upon reasonable advance notice.

2.15 **Inspection of SCHOOL'S Records by SBBC.** SCHOOL shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SCHOOL'S Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by SCHOOL or any of SCHOOL'S payees pursuant to this Agreement. SCHOOL'S Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. SCHOOL'S Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) SCHOOL'S Records Defined. For the purposes of this Agreement, the term "SCHOOL'S Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SCHOOL'S Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SCHOOL pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SCHOOL reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to SCHOOL'S facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by SCHOOL to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any SCHOOL'S claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by SCHOOL in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SCHOOL. If the audit discloses billings or charges to which SCHOOL is not contractually entitled, SCHOOL shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. SCHOOL shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by SCHOOL to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to SCHOOL pursuant to this Agreement and such excluded costs shall become the liability of SCHOOL.

(h) Inspector General Audits. SCHOOL shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.16 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Food and Nutrition Services
7720 West Oakland Park Boulevard, Suite 204
Sunrise, FL 33351

To SCHOOL: Dr. Ronnie L. Hunter
Broward Charter School of Science and Technology
421 N. W. 201st Avenue
Pembroke Pines, Florida 33029

2.17 **Background Screening:** SCHOOL agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of SCHOOL or its personnel providing any services under the conditions described in the previous sentence. SCHOOL shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to SCHOOL and its personnel. The parties agree that the failure of SCHOOL to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. SCHOOL agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in SCHOOL'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.18 **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By SCHOOL. SCHOOL agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by SCHOOL, its agents, servants or employees; the equipment of SCHOOL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of SCHOOL or the negligence of SCHOOL'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by SCHOOL, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

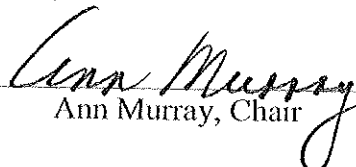
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

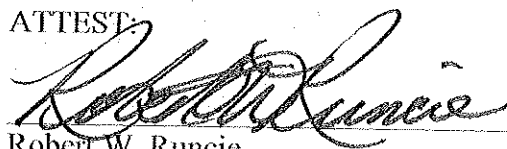
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

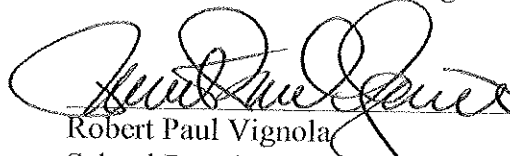
By


Ann Murray, Chair

ATTEST:


Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:


Robert Paul Vignola
School Board Attorney

FOR SCHOOL

(Corporate Seal)

BROWARD CHARTER SCHOOL OF
SCIENCE AND TECHNOLOGY, INC.

ATTEST:

By Ronnie L. Hunter
Ronnie L. Hunter, Board Chair

Linda S. Smith, Secretary
-or-
Witness

Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of
May, 2012 by Ronnie Hunter of
Name of Person
Board, on behalf of the corporation/agency.

Name of Corporation or Agency

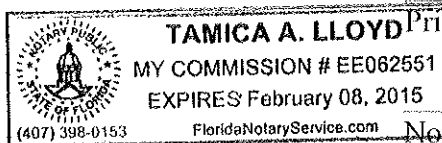
He/She is personally known to me or produced identification and did/did not first take an oath. as
Type of Identification

My Commission Expires:

Tamica A. Lloyd
Signature Notary Public

TAMICA A. LLOYD

(SEAL)



Printed Name of Notary

Notary's Commission No.

Exhibit A

BROWARD CHARTER SCHOOL OF SCIENCE AND TECHNOLOGY, INC.

Broward Charter School of Science and Technology
421 N. W. 201st Avenue
Pembroke Pines, Florida 33029

FOOD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of July, 2012, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

EAGLES' NEST COMMUNITY CHARTER SCHOOLS, INC.

(hereinafter referred to as "SCHOOL"),
whose principal place of business is

WHEREAS, the SCHOOL is desirous of obtaining food services for a School Breakfast and Lunch Program (hereinafter referred to as "Program") from SBBC and SBBC is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on August 20, 2012 and conclude on June 6, 2013.

2.02 **Meal Service.** All schools contracting with the SBBC Food & Nutrition Services for meals are required to provide both breakfast and lunch meals. SBBC will provide the SCHOOL meals that meet the minimum meal pattern requirements for the Program as to components and portion sizes. Meals will be provided to the sites listed on Exhibit "A".

Meal Application Processing Fee - \$8.00 per application.

The Meal Plan provided is a Pre-packaged cold meal for both breakfast and lunch.

August 3, 2012 is the deadline for the school to meet all requirements in the agreement in order to receive food beginning August 20, 2012, unless arrangements have been made with the Food and Nutrition Services Department, Broward County School District.

2.03 **Meal Rates.**

1. Meal Rates: Based on student eligibility Meal/Price Categories are free, reduced and full paid.
2. Administrative Fee: \$.60 added to all Breakfast and Lunch Meals

School	Breakfast		Lunch	
	Reduced	Paid	Reduced	Paid
Elementary	.30	1.60	.40	2.15
Middle	.30	1.70	.40	2.50
High	.30	1.70	.40	2.65
Adults		2.10		3.15

Note: The SCHOOL is charged an Administrative Fee for all meals provided (free, reduced and paid). The SCHOOL may not pass these fees on to free and reduced students. The SCHOOL may set the meal prices for full paid students and adults.

A SCHOOL serving pre-packaged cold meals is required to pick up meals from the production site.

Example of a full paid elementary lunch meal delivered to the SCHOOL:

Meal	\$2.15
Administrative Fee	\$.60
Total	\$2.75

2.04 **Health Department Requirements.** The Broward County Health Department regulations for transporting meals to offsite locations.

1. All sites receiving food of any type must have the following equipment.
 - a. Hand wash sink, in the food preparation and serving area, with hot and cold running water
 - b. Janitorial sink
 - c. Dumpster pad with drain and water supply
 - d. Restroom convenient to the serving area
 - e. Refrigeration
2. All schools contemplating providing food service either by preparing food on premises or having food catered by a third party must submit a floor plan, including equipment lay-out and a site plan, to the Broward County Health Department, attention Mr. Imad Madi, R.S. Environmental Specialist II, 954-467-4237, prior to commencing any food service operations.

3. All facilities must meet all of Broward County Health Department (BCHD) requirements and be permitted prior to operating.

Note: Contact SBBC'S Food and Nutrition Services Department prior to purchasing equipment to insure that commercial equipment will support the volume of meals served at your SCHOOL.

2.05 **Additional Equipment Requirement.** In addition to the Health Department requirements, SBBC'S Food and Nutrition Services Department has requirements for the SCHOOL serving hot food. The following list is a guide and additional equipment may be needed. The Charter School is responsible for providing this equipment.

Milk cooler	Small kitchen supplies (pans, serving utensils)
Ice cream freezer	Garbage can and lid
Stainless steel worktable	

*Specifications will be provided upon request.

2.06 **U.S.D.A. and D.O.E. Regulations.** Any school previously removed from this agreement for non-compliance, will not be permitted to participate in future agreements with the Food and Nutrition Services Department. Any school found not in compliance with United States Department of Agriculture (U.S.D.A.) and Department of Education (DOE) regulations will have the Child Nutrition Program removed from the school or will be required to pay a fine to cover the cost of disallowed meals. *The sale of foods other than food provided by the approved Child Nutrition Program during meal service times is prohibited.* Schools are required to restrict student access to concession, extra sales, vending and fundraisers that are in direct competition with the Child Nutrition Program during meal services anywhere on campus. If income from such sales occurs, the revenue is required to be deposited into the Child Nutrition account.

When the SCHOOL enters into this agreement, SBBC'S Food and Nutrition Services Department becomes the sole provider of meals to the SCHOOL. Meals will be provided on all school days students are in session according to the School Board of Broward County's 180 day School Calendar. The SCHOOL may not pick and choose which days they want SBBC'S Food and Nutrition Services to provide meal service.

2.07 **Inspections.** SBBC'S Food & Nutrition Services Department requires the SCHOOL to have an on-site inspection by the SBBC'S Safety Department prior to initiating Food Service. The SBBC'S Food & Nutrition Services Department will conduct an on-site review to assure all necessary requirements are met prior to providing food services.

2.08 **Sanitation Reports.** The SCHOOL must satisfactorily complete quarterly health inspections each year and submit a copy to the Food & Nutrition Services Manager.

2.09 **Permits.** The SCHOOL is required to have a Broward County Health Department Food Service Operating Permit and submit a copy of the permit to the coordinator of the Food and Nutrition Services Department no later than August 3, 2012. Attention Food Service Coordinator Fax #754-321-0235.

2.10 **Meal Accountability.** The SCHOOL will follow required procedures for assuring accuracy at the point of service and comply with all federal, state, and local rules and procedures pertaining to the administration of the program.

2.11 **Free and Reduced Price Meal Application Processing.** The SCHOOL will be responsible for distributing Free and Reduced Price Meal applications to all students and reviewing applications for completeness before forwarding to the Food and Nutrition Services Department for approval of students receiving free and reduced price meals. The designee who reviews applications for completeness will attend the pre-school workshop provided by the SBBC.

2.12 **Program Compliance.** The SBBC will be responsible for monitoring the program to provide technical assistance and ensure program compliance.

2.13 **Meal Reports.** SBBC'S Food and Nutrition Services Department will maintain full and accurate records specifying menu records and identifying the amount of food prepared and the daily number of meals delivered by type. SBBC will provide meal reports to the SCHOOL promptly at the end of each month. SBBC will retain such records for a period of three (3) years from the date of receipt of final payment under this agreement (or longer, if SBBC has been notified of an audit in progress). Upon request, SBBC will make all accounts and records pertaining to the Program available to representatives of the United States Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

2.14 **Meal Deposits/Invoices.**
Deposits: A deposit is required for any SCHOOL that was delinquent in payments at any time during the prior 12 months. A deposit based on three month's projected meal service will be required to be paid to the Food and Nutrition Services Department before meal service is to begin. The deposit will be held until the end of the contract and all invoices have been paid. At that time the deposit will be returned to the SCHOOL.

Invoices: SBBC's School Food Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts payable to SBBC for the meals provided along with applicable fees and costs of all meals contained in this contract. The invoice shall be based upon food delivery reports generated by SBBC's Food and Nutrition Services Department, money collected at the SCHOOL and applicable fees and costs. **The SCHOOL will pay SBBC the invoiced amount within ten (10) days of receipt of the invoice.** Failure to pay the invoiced amount within ten (10) days and/or a delinquent account may result in termination of meal service. SBBC'S records regarding the delivery of meals and the SCHOOL'S Program participation shall be open to inspection and audit by the SCHOOL and its designees upon reasonable advance notice.

2.15 **Inspection of SCHOOL'S Records by SBBC.** SCHOOL shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SCHOOL'S Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by SCHOOL or any of SCHOOL'S payees pursuant to this Agreement. SCHOOL'S Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. SCHOOL'S Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) SCHOOL'S Records Defined. For the purposes of this Agreement, the term "SCHOOL'S Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SCHOOL'S Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SCHOOL pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SCHOOL reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to SCHOOL'S facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by SCHOOL to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any SCHOOL'S claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by SCHOOL in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SCHOOL. If the audit discloses billings or charges to which SCHOOL is not contractually entitled, SCHOOL shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. SCHOOL shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by SCHOOL to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to SCHOOL pursuant to this Agreement and such excluded costs shall become the liability of SCHOOL.

(h) Inspector General Audits. SCHOOL shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.16 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Food and Nutrition Services
7720 West Oakland Park Boulevard, Suite 204
Sunrise, FL 33351

To SCHOOL: Ms. Christine Mentis, Principal
Eagles' Nest Community Charter Schools
201 University Drive
Coral Springs, FL 33071

2.17 **Background Screening:** SCHOOL agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of SCHOOL or its personnel providing any services under the conditions described in the previous sentence. SCHOOL shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to SCHOOL and its personnel. The parties agree that the failure of SCHOOL to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. SCHOOL agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in SCHOOL'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.18 **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By SCHOOL. SCHOOL agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by SCHOOL, its agents, servants or employees; the equipment of SCHOOL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of SCHOOL or the negligence of SCHOOL'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by SCHOOL, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

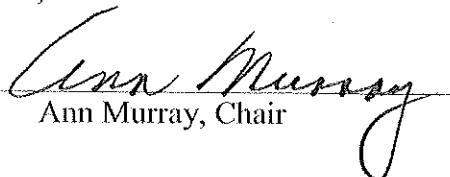
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

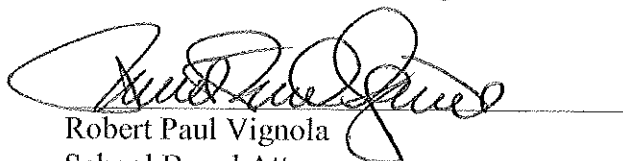
By


Ann Murray, Chair

ATTEST:


Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:


Robert Paul Vignola
School Board Attorney

FOR SCHOOL

(Corporate Seal)

EAGLES' NEST COMMUNITY CHARTER SCHOOLS, INC.

ATTEST:

Sandra Banksley

Secretary

-or-

By Christine Mentis
Christine Mentis, Principal

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24 day of May, 2012 by Christine A. Mentis of _____
Name of Person

Eagles Nest Community Charter Schools, on behalf of the corporation/agency.
Name of Corporation or Agency

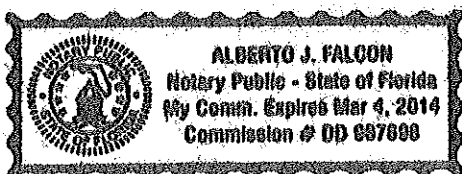
He/She is personally known to me or produced FLDL as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Alberto J. Falcon
Signature - Notary Public

(SEAL)

Alberto J Falcon
Printed Name of Notary



DD 967 898
Notary's Commission No.

Exhibit A

EAGLES' NEST COMMUNITY CHARTER SCHOOLS, INC.

Eagles' Nest Elementary Charter School (K – 5)
201 N. University Drive
Coral Springs, FL 33071

Eagles' Nest Middle Charter School (6 – 8)
201 N. University Drive
Coral Springs, FL 33071

FOOD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of July, 2012, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

PARAGON ACADEMY OF TECHNOLOGY, INC.

(hereinafter referred to as "SCHOOL"),
whose principal place of business is

WHEREAS, the SCHOOL is desirous of obtaining food services for a School Breakfast and Lunch Program (hereinafter referred to as "Program") from SBBC and SBBC is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on August 20, 2012 and conclude on June 6, 2013.

2.02 **Meal Service.** All schools contracting with the SBBC Food & Nutrition Services for meals are required to provide both breakfast and lunch meals. SBBC will provide the SCHOOL meals that meet the minimum meal pattern requirements for the Program as to components and portion sizes. Meals will be provided to the sites listed on Exhibit "A".

Meal Application Processing Fee - \$8.00 per application.

The Meal Plan provided is a Pre-packaged cold meal for both breakfast and lunch.

August 3, 2012 is the deadline for the school to meet all requirements in the agreement in order to receive food beginning August 20, 2012, unless arrangements have been made with the Food and Nutrition Services Department, Broward County School District.

2.03 **Meal Rates.**

1. Meal Rates: Based on student eligibility Meal/Price Categories are free, reduced and full paid.
2. Administrative Fee: \$.60 added to all Breakfast and Lunch Meals

School	Breakfast		Lunch	
	Reduced	Paid	Reduced	Paid
Elementary	.30	1.60	.40	2.15
Middle	.30	1.70	.40	2.50
High	.30	1.70	.40	2.65
Adults		2.10		3.15

Note: The SCHOOL is charged an Administrative Fee for all meals provided (free, reduced and paid). The SCHOOL may not pass these fees on to free and reduced students. The SCHOOL may set the meal prices for full paid students and adults.

A SCHOOL serving pre-packaged cold meals is required to pick up meals from the production site.

Example of a full paid elementary lunch meal delivered to the SCHOOL:

Meal	\$2.15
Administrative Fee	\$.60
Total	\$2.75

2.04 **Health Department Requirements.** The Broward County Health Department regulations for transporting meals to offsite locations.

1. All sites receiving food of any type must have the following equipment.
 - a. Hand wash sink, in the food preparation and serving area, with hot and cold running water
 - b. Janitorial sink
 - c. Dumpster pad with drain and water supply
 - d. Restroom convenient to the serving area
 - e. Refrigeration
2. All schools contemplating providing food service either by preparing food on premises or having food catered by a third party must submit a floor plan, including equipment lay-out and a site plan, to the Broward County Health Department, attention Mr. Imad Madi, R.S. Environmental Specialist II, 954-467-4237, prior to commencing any food service operations.

3. All facilities must meet all of Broward County Health Department (BCHD) requirements and be permitted prior to operating.

Note: Contact SBBC'S Food and Nutrition Services Department prior to purchasing equipment to insure that commercial equipment will support the volume of meals served at your SCHOOL.

2.05 **Additional Equipment Requirement.** In addition to the Health Department requirements, SBBC'S Food and Nutrition Services Department has requirements for the SCHOOL serving hot food. The following list is a guide and additional equipment may be needed. The Charter School is responsible for providing this equipment.

Milk cooler	Small kitchen supplies (pans, serving utensils)
Ice cream freezer	Garbage can and lid
Stainless steel worktable	

*Specifications will be provided upon request.

2.06 **U.S.D.A. and D.O.E. Regulations.** Any school previously removed from this agreement for non-compliance, will not be permitted to participate in future agreements with the Food and Nutrition Services Department. Any school found not in compliance with United States Department of Agriculture (U.S.D.A.) and Department of Education (DOE) regulations will have the Child Nutrition Program removed from the school or will be required to pay a fine to cover the cost of disallowed meals. *The sale of foods other than food provided by the approved Child Nutrition Program during meal service times is prohibited.* Schools are required to restrict student access to concession, extra sales, vending and fundraisers that are in direct competition with the Child Nutrition Program during meal services anywhere on campus. If income from such sales occurs, the revenue is required to be deposited into the Child Nutrition account.

When the SCHOOL enters into this agreement, SBBC'S Food and Nutrition Services Department becomes the sole provider of meals to the SCHOOL. Meals will be provided on all school days students are in session according to the School Board of Broward County's 180 day School Calendar. The SCHOOL may not pick and choose which days they want SBBC'S Food and Nutrition Services to provide meal service.

2.07 **Inspections.** SBBC'S Food & Nutrition Services Department requires the SCHOOL to have an on-site inspection by the SBBC'S Safety Department prior to initiating Food Service. The SBBC'S Food & Nutrition Services Department will conduct an on-site review to assure all necessary requirements are met prior to providing food services.

2.08 **Sanitation Reports.** The SCHOOL must satisfactorily complete quarterly health inspections each year and submit a copy to the Food & Nutrition Services Manager.

2.09 **Permits.** The SCHOOL is required to have a Broward County Health Department Food Service Operating Permit and submit a copy of the permit to the coordinator of the Food and Nutrition Services Department no later than August 3, 2012. Attention Food Service Coordinator Fax #754-321-0235.

2.10 **Meal Accountability.** The SCHOOL will follow required procedures for assuring accuracy at the point of service and comply with all federal, state, and local rules and procedures pertaining to the administration of the program.

2.11 **Free and Reduced Price Meal Application Processing.** The SCHOOL will be responsible for distributing Free and Reduced Price Meal applications to all students and reviewing applications for completeness before forwarding to the Food and Nutrition Services Department for approval of students receiving free and reduced price meals. The designee who reviews applications for completeness will attend the pre-school workshop provided by the SBBC.

2.12 **Program Compliance.** The SBBC will be responsible for monitoring the program to provide technical assistance and ensure program compliance.

2.13 **Meal Reports.** SBBC'S Food and Nutrition Services Department will maintain full and accurate records specifying menu records and identifying the amount of food prepared and the daily number of meals delivered by type. SBBC will provide meal reports to the SCHOOL promptly at the end of each month. SBBC will retain such records for a period of three (3) years from the date of receipt of final payment under this agreement (or longer, if SBBC has been notified of an audit in progress). Upon request, SBBC will make all accounts and records pertaining to the Program available to representatives of the United States Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

2.14 **Meal Deposits/Invoices.**
Deposits: A deposit is required for any SCHOOL that was delinquent in payments at any time during the prior 12 months. A deposit based on three month's projected meal service will be required to be paid to the Food and Nutrition Services Department before meal service is to begin. The deposit will be held until the end of the contract and all invoices have been paid. At that time the deposit will be returned to the SCHOOL.

Invoices: SBBC's School Food Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts payable to SBBC for the meals provided along with applicable fees and costs of all meals contained in this contract. The invoice shall be based upon food delivery reports generated by SBBC's Food and Nutrition Services Department, money collected at the SCHOOL and applicable fees and costs. **The SCHOOL will pay SBBC the invoiced amount within ten (10) days of receipt of the invoice.** Failure to pay the invoiced amount within ten (10) days and/or a delinquent account may result in termination of meal service. SBBC'S records regarding the delivery of meals and the SCHOOL'S Program participation shall be open to inspection and audit by the SCHOOL and its designees upon reasonable advance notice.

2.15 **Inspection of SCHOOL'S Records by SBBC.** SCHOOL shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SCHOOL'S Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by SCHOOL or any of SCHOOL'S payees pursuant to this Agreement. SCHOOL'S Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. SCHOOL'S Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) SCHOOL'S Records Defined. For the purposes of this Agreement, the term "SCHOOL'S Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SCHOOL'S Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SCHOOL pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SCHOOL reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to SCHOOL'S facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by SCHOOL to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any SCHOOL'S claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by SCHOOL in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SCHOOL. If the audit discloses billings or charges to which SCHOOL is not contractually entitled, SCHOOL shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. SCHOOL shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by SCHOOL to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to SCHOOL pursuant to this Agreement and such excluded costs shall become the liability of SCHOOL.

(h) Inspector General Audits. SCHOOL shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.16 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Food and Nutrition Services
7720 West Oakland Park Boulevard, Suite 204
Sunrise, FL 33351

To SCHOOL: Dr. Steve Montes
Paragon Academy of Technology, Inc.
2210 Pierce Street
Hollywood, FL 33020

2.17 **Background Screening:** SCHOOL agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of SCHOOL or its personnel providing any services under the conditions described in the previous sentence. SCHOOL shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to SCHOOL and its personnel. The parties agree that the failure of SCHOOL to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. SCHOOL agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in SCHOOL'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.18 **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By SCHOOL. SCHOOL agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by SCHOOL, its agents, servants or employees; the equipment of SCHOOL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of SCHOOL or the negligence of SCHOOL'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by SCHOOL, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

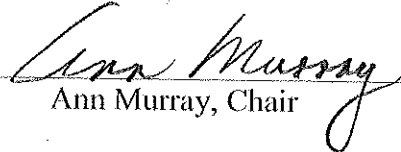
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

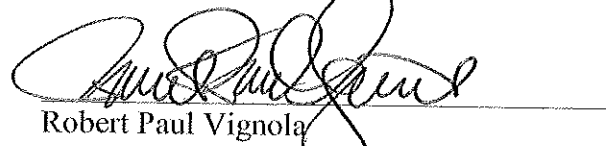
By


Ann Murray, Chair

ATTEST:


Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:


Robert Paul Vignola
School Board Attorney

FOR SCHOOL

(Corporate Seal)

Paragon Academy of Technology PARAGON ACADEMY OF TECHNOLOGY, INC.
Charter Middle School
2210 Pierce Street
Hollywood, FL 33020

ATTEST:

Laurie Manning

Secretary

-or-

By Dr. Steve Montes

Dr. Steve Montes, Principal

Witness

Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

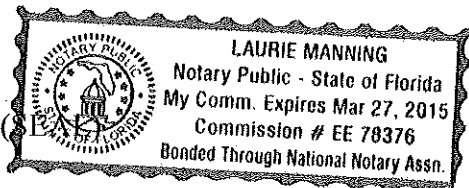
The foregoing instrument was acknowledged before me this 21st day of
May, 20 12 by Dr. Steven Montes of

Paragon Academy of Technology Name of Person

Name of Corporation or Agency on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. _____
Type of Identification

My Commission Expires: 3-27-15



Laurie Manning

Signature - Notary Public

Laurie Manning

Printed Name of Notary

EE 78376

Notary's Commission No.

Exhibit A

PARAGON ACADEMY OF TECHNOLOGY, INC.

Paragon Academy of Technology, Inc.
2210 Pierce Street
Hollywood, FL 33020

FOOD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of July, 2012, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE RED SHOE, INC. d/b/a URBAN ACADEMY

(hereinafter referred to as "SCHOOL"),

whose principal place of business is

WHEREAS, the SCHOOL is desirous of obtaining food services for a School Breakfast and Lunch Program (hereinafter referred to as "Program") from SBBC and SBBC is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on August 20, 2012 and conclude on June 6, 2013.

2.02 **Meal Service.** All schools contracting with the SBBC Food & Nutrition Services for meals are required to provide both breakfast and lunch meals. SBBC will provide the SCHOOL meals that meet the minimum meal pattern requirements for the Program as to components and portion sizes. Meals will be provided to the sites listed on Exhibit "A".

Meal Application Processing Fee - \$8.00 per application.

The Meal Plan provided is a Pre-packaged cold meal for both breakfast and lunch.

August 3, 2012 is the deadline for the school to meet all requirements in the agreement in order to receive food beginning August 20, 2012, unless arrangements have been made with the Food and Nutrition Services Department, Broward County School District.

2.03 **Meal Rates.**

1. Meal Rates: Based on student eligibility Meal/Price Categories are free, reduced and full paid.
2. Administrative Fee: \$.60 added to all Breakfast and Lunch Meals

School	Breakfast		Lunch	
	Reduced	Paid	Reduced	Paid
Elementary	.30	1.60	.40	2.15
Middle	.30	1.70	.40	2.50
High	.30	1.70	.40	2.65
Adults		2.10		3.15

Note: The SCHOOL is charged an Administrative Fee for all meals provided (free, reduced and paid). The SCHOOL may not pass these fees on to free and reduced students. The SCHOOL may set the meal prices for full paid students and adults.

A SCHOOL serving pre-packaged cold meals is required to pick up meals from the production site.

Example of a full paid elementary lunch meal delivered to the SCHOOL:

Meal	\$2.15
Administrative Fee	\$.60
Total	\$2.75

2.04 **Health Department Requirements.** The Broward County Health Department regulations for transporting meals to offsite locations.

1. All sites receiving food of any type must have the following equipment.
 - a. Hand wash sink, in the food preparation and serving area, with hot and cold running water
 - b. Janitorial sink
 - c. Dumpster pad with drain and water supply
 - d. Restroom convenient to the serving area
 - e. Refrigeration
2. All schools contemplating providing food service either by preparing food on premises or having food catered by a third party must submit a floor plan, including equipment lay-out and a site plan, to the Broward County Health Department, attention Mr. Imad Madi, R.S. Environmental Specialist II, 954-467-4237, prior to commencing any food service operations.

3. All facilities must meet all of Broward County Health Department (BCHD) requirements and be permitted prior to operating.

Note: Contact SBBC'S Food and Nutrition Services Department prior to purchasing equipment to insure that commercial equipment will support the volume of meals served at your SCHOOL.

2.05 **Additional Equipment Requirement.** In addition to the Health Department requirements, SBBC'S Food and Nutrition Services Department has requirements for the SCHOOL serving hot food. The following list is a guide and additional equipment may be needed. The Charter School is responsible for providing this equipment.

Milk cooler	Small kitchen supplies (pans, serving utensils)
Ice cream freezer	Garbage can and lid
Stainless steel worktable	

*Specifications will be provided upon request.

2.06 **U.S.D.A. and D.O.E. Regulations.** Any school previously removed from this agreement for non-compliance, will not be permitted to participate in future agreements with the Food and Nutrition Services Department. Any school found not in compliance with United States Department of Agriculture (U.S.D.A.) and Department of Education (DOE) regulations will have the Child Nutrition Program removed from the school or will be required to pay a fine to cover the cost of disallowed meals. *The sale of foods other than food provided by the approved Child Nutrition Program during meal service times is prohibited.* Schools are required to restrict student access to concession, extra sales, vending and fundraisers that are in direct competition with the Child Nutrition Program during meal services anywhere on campus. If income from such sales occurs, the revenue is required to be deposited into the Child Nutrition account.

When the SCHOOL enters into this agreement, SBBC'S Food and Nutrition Services Department becomes the sole provider of meals to the SCHOOL. Meals will be provided on all school days students are in session according to the School Board of Broward County's 180 day School Calendar. The SCHOOL may not pick and choose which days they want SBBC'S Food and Nutrition Services to provide meal service.

2.07 **Inspections.** SBBC'S Food & Nutrition Services Department requires the SCHOOL to have an on-site inspection by the SBBC'S Safety Department prior to initiating Food Service. The SBBC'S Food & Nutrition Services Department will conduct an on-site review to assure all necessary requirements are met prior to providing food services.

2.08 **Sanitation Reports.** The SCHOOL must satisfactorily complete quarterly health inspections each year and submit a copy to the Food & Nutrition Services Manager.

2.09 **Permits.** The SCHOOL is required to have a Broward County Health Department Food Service Operating Permit and submit a copy of the permit to the coordinator of the Food and Nutrition Services Department no later than August 3, 2012. Attention Food Service Coordinator Fax #754-321-0235.

2.10 **Meal Accountability.** The SCHOOL will follow required procedures for assuring accuracy at the point of service and comply with all federal, state, and local rules and procedures pertaining to the administration of the program.

2.11 **Free and Reduced Price Meal Application Processing.** The SCHOOL will be responsible for distributing Free and Reduced Price Meal applications to all students and reviewing applications for completeness before forwarding to the Food and Nutrition Services Department for approval of students receiving free and reduced price meals. The designee who reviews applications for completeness will attend the pre-school workshop provided by the SBBC.

2.12 **Program Compliance.** The SBBC will be responsible for monitoring the program to provide technical assistance and ensure program compliance.

2.13 **Meal Reports.** SBBC'S Food and Nutrition Services Department will maintain full and accurate records specifying menu records and identifying the amount of food prepared and the daily number of meals delivered by type. SBBC will provide meal reports to the SCHOOL promptly at the end of each month. SBBC will retain such records for a period of three (3) years from the date of receipt of final payment under this agreement (or longer, if SBBC has been notified of an audit in progress). Upon request, SBBC will make all accounts and records pertaining to the Program available to representatives of the United States Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

2.14 **Meal Deposits/Invoices.**
Deposits: A deposit is required for any SCHOOL that was delinquent in payments at any time during the prior 12 months. A deposit based on three month's projected meal service will be required to be paid to the Food and Nutrition Services Department before meal service is to begin. The deposit will be held until the end of the contract and all invoices have been paid. At that time the deposit will be returned to the SCHOOL.

Invoices: SBBC's School Food Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts payable to SBBC for the meals provided along with applicable fees and costs of all meals contained in this contract. The invoice shall be based upon food delivery reports generated by SBBC's Food and Nutrition Services Department, money collected at the SCHOOL and applicable fees and costs. **The SCHOOL will pay SBBC the invoiced amount within ten (10) days of receipt of the invoice.** Failure to pay the invoiced amount within ten (10) days and/or a delinquent account may result in termination of meal service. SBBC'S records regarding the delivery of meals and the SCHOOL'S Program participation shall be open to inspection and audit by the SCHOOL and its designees upon reasonable advance notice.

2.15 **Inspection of SCHOOL'S Records by SBBC.** SCHOOL shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SCHOOL'S Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by SCHOOL or any of SCHOOL'S payees pursuant to this Agreement. SCHOOL'S Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. SCHOOL'S Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) SCHOOL'S Records Defined. For the purposes of this Agreement, the term "SCHOOL'S Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SCHOOL'S Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SCHOOL pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SCHOOL reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to SCHOOL'S facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by SCHOOL to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any SCHOOL'S claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by SCHOOL in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SCHOOL. If the audit discloses billings or charges to which SCHOOL is not contractually entitled, SCHOOL shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. SCHOOL shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by SCHOOL to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to SCHOOL pursuant to this Agreement and such excluded costs shall become the liability of SCHOOL.

(h) Inspector General Audits. SCHOOL shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.16 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Food and Nutrition Services
7720 West Oakland Park Boulevard, Suite 204
Sunrise, FL 33351

To SCHOOL: Mr. Corey Alston
The Obama Academy for Boys
501 S. E. 2nd Street #1312
Fort Lauderdale, Florida 33301

2.17 **Background Screening:** SCHOOL agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of SCHOOL or its personnel providing any services under the conditions described in the previous sentence. SCHOOL shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to SCHOOL and its personnel. The parties agree that the failure of SCHOOL to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. SCHOOL agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in SCHOOL'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.18 **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By SCHOOL. SCHOOL agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by SCHOOL, its agents, servants or employees; the equipment of SCHOOL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of SCHOOL or the negligence of SCHOOL'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by SCHOOL, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

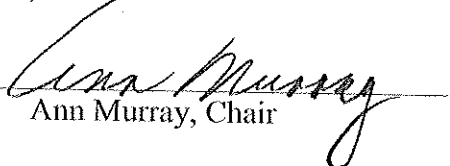
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

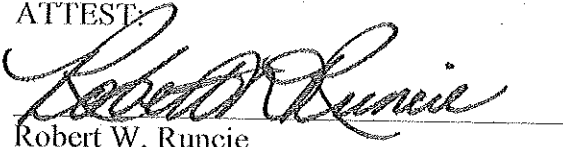
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

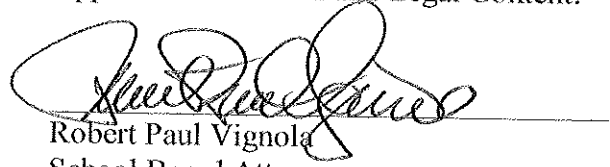
By


Ann Murray, Chair

ATTEST:


Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:


Robert Paul Vignola
School Board Attorney



FOR SCHOOL

THE RED SHOE, INC. d/b/a URBAN ACADEMY

ATTEST:

By Corey Alston
Corey Alston, Founder

_____, Secretary

-or-

And [Signature]
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

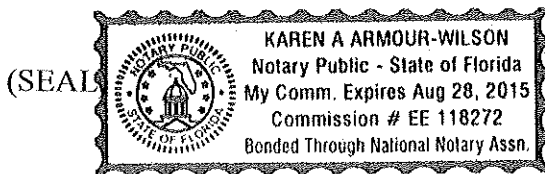
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of MAY, 2012 by COREY L ALSTON of THE RED SHOE, INC. d/b/a URBAN ACADEMY, on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced FL ID # A423112773460 as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 8/28/15

[Signature]
Signature - Notary Public



Karen Armour-Wilson
Printed Name of Notary

EE 118272
Notary's Commission No.

Exhibit A

THE RED SHOE, INC. d/b/a URBAN ACADEMY

The Obama Academy for Boys
901 Northwest 11th Avenue
Fort Lauderdale, Florida 33311

FOOD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of July, 2012, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE RED SHOE, INC. d/b/a URBAN ACADEMY

(hereinafter referred to as "SCHOOL"),
whose principal place of business is

WHEREAS, the SCHOOL is desirous of obtaining food services for a School Breakfast and Lunch Program (hereinafter referred to as "Program") from SBBC and SBBC is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on August 20, 2012 and conclude on June 6, 2013.

2.02 **Meal Service.** All schools contracting with the SBBC Food & Nutrition Services for meals are required to provide both breakfast and lunch meals. SBBC will provide the SCHOOL meals that meet the minimum meal pattern requirements for the Program as to components and portion sizes. Meals will be provided to the sites listed on Exhibit "A".

Meal Application Processing Fee - \$8.00 per application.

The Meal Plan provided is a Pre-packaged cold meal for both breakfast and lunch.

August 3, 2012 is the deadline for the school to meet all requirements in the agreement in order to receive food beginning August 20, 2012, unless arrangements have been made with the Food and Nutrition Services Department, Broward County School District.

2.03 **Meal Rates.**

1. Meal Rates: Based on student eligibility Meal/Price Categories are free, reduced and full paid.
2. Administrative Fee: \$.60 added to all Breakfast and Lunch Meals

School	Breakfast		Lunch	
	Reduced	Paid	Reduced	Paid
Elementary	.30	1.60	.40	2.15
Middle	.30	1.70	.40	2.50
High	.30	1.70	.40	2.65
Adults		2.10		3.15

Note: The SCHOOL is charged an Administrative Fee for all meals provided (free, reduced and paid). The SCHOOL may not pass these fees on to free and reduced students. The SCHOOL may set the meal prices for full paid students and adults.

A SCHOOL serving pre-packaged cold meals is required to pick up meals from the production site.

Example of a full paid elementary lunch meal delivered to the SCHOOL:

Meal	\$2.15
Administrative Fee	\$.60
Total	\$2.75

2.04 **Health Department Requirements.** The Broward County Health Department regulations for transporting meals to offsite locations.

1. All sites receiving food of any type must have the following equipment.
 - a. Hand wash sink, in the food preparation and serving area, with hot and cold running water
 - b. Janitorial sink
 - c. Dumpster pad with drain and water supply
 - d. Restroom convenient to the serving area
 - e. Refrigeration
2. All schools contemplating providing food service either by preparing food on premises or having food catered by a third party must submit a floor plan, including equipment lay-out and a site plan, to the Broward County Health Department, attention Mr. Imad Madi, R.S. Environmental Specialist II, 954-467-4237, prior to commencing any food service operations.

3. All facilities must meet all of Broward County Health Department (BCHD) requirements and be permitted prior to operating.

Note: Contact SBBC'S Food and Nutrition Services Department prior to purchasing equipment to insure that commercial equipment will support the volume of meals served at your SCHOOL.

2.05 **Additional Equipment Requirement.** In addition to the Health Department requirements, SBBC'S Food and Nutrition Services Department has requirements for the SCHOOL serving hot food. The following list is a guide and additional equipment may be needed. The Charter School is responsible for providing this equipment.

Milk cooler	Small kitchen supplies (pans, serving utensils)
Ice cream freezer	Garbage can and lid
Stainless steel worktable	

*Specifications will be provided upon request.

2.06 **U.S.D.A. and D.O.E. Regulations.** Any school previously removed from this agreement for non-compliance, will not be permitted to participate in future agreements with the Food and Nutrition Services Department. Any school found not in compliance with United States Department of Agriculture (U.S.D.A.) and Department of Education (DOE) regulations will have the Child Nutrition Program removed from the school or will be required to pay a fine to cover the cost of disallowed meals. *The sale of foods other than food provided by the approved Child Nutrition Program during meal service times is prohibited.* Schools are required to restrict student access to concession, extra sales, vending and fundraisers that are in direct competition with the Child Nutrition Program during meal services anywhere on campus. If income from such sales occurs, the revenue is required to be deposited into the Child Nutrition account.

When the SCHOOL enters into this agreement, SBBC'S Food and Nutrition Services Department becomes the sole provider of meals to the SCHOOL. Meals will be provided on all school days students are in session according to the School Board of Broward County's 180 day School Calendar. The SCHOOL may not pick and choose which days they want SBBC'S Food and Nutrition Services to provide meal service.

2.07 **Inspections.** SBBC'S Food & Nutrition Services Department requires the SCHOOL to have an on-site inspection by the SBBC'S Safety Department prior to initiating Food Service. The SBBC'S Food & Nutrition Services Department will conduct an on-site review to assure all necessary requirements are met prior to providing food services.

2.08 **Sanitation Reports.** The SCHOOL must satisfactorily complete quarterly health inspections each year and submit a copy to the Food & Nutrition Services Manager.

2.09 **Permits.** The SCHOOL is required to have a Broward County Health Department Food Service Operating Permit and submit a copy of the permit to the coordinator of the Food and Nutrition Services Department no later than August 3, 2012. Attention Food Service Coordinator Fax #754-321-0235.

2.10 **Meal Accountability.** The SCHOOL will follow required procedures for assuring accuracy at the point of service and comply with all federal, state, and local rules and procedures pertaining to the administration of the program.

2.11 **Free and Reduced Price Meal Application Processing.** The SCHOOL will be responsible for distributing Free and Reduced Price Meal applications to all students and reviewing applications for completeness before forwarding to the Food and Nutrition Services Department for approval of students receiving free and reduced price meals. The designee who reviews applications for completeness will attend the pre-school workshop provided by the SBBC.

2.12 **Program Compliance.** The SBBC will be responsible for monitoring the program to provide technical assistance and ensure program compliance.

2.13 **Meal Reports.** SBBC'S Food and Nutrition Services Department will maintain full and accurate records specifying menu records and identifying the amount of food prepared and the daily number of meals delivered by type. SBBC will provide meal reports to the SCHOOL promptly at the end of each month. SBBC will retain such records for a period of three (3) years from the date of receipt of final payment under this agreement (or longer, if SBBC has been notified of an audit in progress). Upon request, SBBC will make all accounts and records pertaining to the Program available to representatives of the United States Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

2.14 **Meal Deposits/Invoices.**
Deposits: A deposit is required for any SCHOOL that was delinquent in payments at any time during the prior 12 months. A deposit based on three month's projected meal service will be required to be paid to the Food and Nutrition Services Department before meal service is to begin. The deposit will be held until the end of the contract and all invoices have been paid. At that time the deposit will be returned to the SCHOOL.

Invoices: SBBC's School Food Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts payable to SBBC for the meals provided along with applicable fees and costs of all meals contained in this contract. The invoice shall be based upon food delivery reports generated by SBBC's Food and Nutrition Services Department, money collected at the SCHOOL and applicable fees and costs. **The SCHOOL will pay SBBC the invoiced amount within ten (10) days of receipt of the invoice.** Failure to pay the invoiced amount within ten (10) days and/or a delinquent account may result in termination of meal service. SBBC'S records regarding the delivery of meals and the SCHOOL'S Program participation shall be open to inspection and audit by the SCHOOL and its designees upon reasonable advance notice.

2.15 **Inspection of SCHOOL'S Records by SBBC.** SCHOOL shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SCHOOL'S Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by SCHOOL or any of SCHOOL'S payees pursuant to this Agreement. SCHOOL'S Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. SCHOOL'S Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) SCHOOL'S Records Defined. For the purposes of this Agreement, the term "SCHOOL'S Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SCHOOL'S Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SCHOOL pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SCHOOL reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to SCHOOL'S facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by SCHOOL to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any SCHOOL'S claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by SCHOOL in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SCHOOL. If the audit discloses billings or charges to which SCHOOL is not contractually entitled, SCHOOL shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. SCHOOL shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by SCHOOL to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to SCHOOL pursuant to this Agreement and such excluded costs shall become the liability of SCHOOL.

(h) Inspector General Audits. SCHOOL shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.16 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Food and Nutrition Services
7720 West Oakland Park Boulevard, Suite 204
Sunrise, FL 33351

To SCHOOL: Ms. Jessica Rojas
The Red Shoe Charter School for Girls
501 S. E. 2nd Street #1312
Fort Lauderdale, Florida 33301

2.17 **Background Screening:** SCHOOL agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of SCHOOL or its personnel providing any services under the conditions described in the previous sentence. SCHOOL shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to SCHOOL and its personnel. The parties agree that the failure of SCHOOL to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. SCHOOL agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in SCHOOL'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.18 **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By SCHOOL. SCHOOL agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by SCHOOL, its agents, servants or employees; the equipment of SCHOOL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of SCHOOL or the negligence of SCHOOL'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by SCHOOL, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

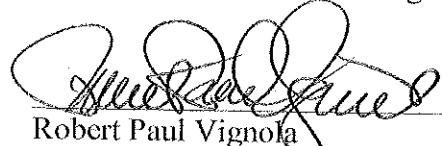
By


Ann Murray, Chair

ATTEST


Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:


Robert Paul Vignola
School Board Attorney



FOR SCHOOL

THE RED SHOE, INC. d/b/a URBAN ACADEMY

ATTEST:

By Jessica Rojas
Jessica Rojas, Founder

_____, Secretary

-or-

Arvid
Witness

W. J.
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FL

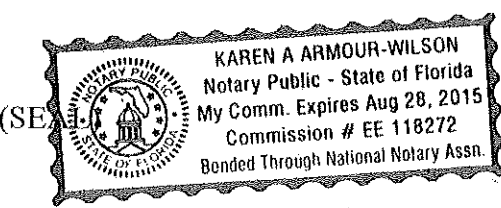
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd day of May, 2012 by Jessica Rojas of

The Red Shoe Inc. d/b/a Urban Academy, on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced Photo FL DL as
identification and did/did not first take an oath. Type of Identification

My Commission Expires: 8/08/15



Karen Armour-Wilson
Signature - Notary Public

Karen Armour-Wilson
Printed Name of Notary

EE 118272
Notary's Commission No.

Exhibit A

THE RED SHOE, INC. d/b/a URBAN ACADEMY

The Red Shoe Charter School for Girls
404 N. W. 7th Terrace
Fort Lauderdale, Florida 33311

FOOD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of July, 2012, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SUNSHINE ELEMENTARY CHARTER SCHOOL, INC.

(hereinafter referred to as "SCHOOL"),
whose principal place of business is

WHEREAS, the SCHOOL is desirous of obtaining food services for a School Breakfast and Lunch Program (hereinafter referred to as "Program") from SBBC and SBBC is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on August 20, 2012 and conclude on June 6, 2013.

2.02 **Meal Service.** All schools contracting with the SBBC Food & Nutrition Services for meals are required to provide both breakfast and lunch meals. SBBC will provide the SCHOOL meals that meet the minimum meal pattern requirements for the Program as to components and portion sizes. Meals will be provided to the sites listed on Exhibit "A".

Meal Application Processing Fee - \$8.00 per application.

The Meal Plan provided is a Pre-packaged cold meal for both breakfast and lunch.

August 3, 2012 is the deadline for the school to meet all requirements in the agreement in order to receive food beginning August 20, 2012, unless arrangements have been made with the Food and Nutrition Services Department, Broward County School District.

2.03 **Meal Rates.**

1. Meal Rates: Based on student eligibility Meal/Price Categories are free, reduced and full paid.
2. Administrative Fee: \$.60 added to all Breakfast and Lunch Meals

School	Breakfast		Lunch	
	Reduced	Paid	Reduced	Paid
Elementary	.30	1.60	.40	2.15
Middle	.30	1.70	.40	2.50
High	.30	1.70	.40	2.65
Adults		2.10		3.15

Note: The SCHOOL is charged an Administrative Fee for all meals provided (free, reduced and paid). The SCHOOL may not pass these fees on to free and reduced students. The SCHOOL may set the meal prices for full paid students and adults.

A SCHOOL serving pre-packaged cold meals is required to pick up meals from the production site.

Example of a full paid elementary lunch meal delivered to the SCHOOL:

Meal	\$2.15
Administrative Fee	\$.60
Total	\$2.75

2.04 **Health Department Requirements.** The Broward County Health Department regulations for transporting meals to offsite locations.

1. All sites receiving food of any type must have the following equipment.
 - a. Hand wash sink, in the food preparation and serving area, with hot and cold running water
 - b. Janitorial sink
 - c. Dumpster pad with drain and water supply
 - d. Restroom convenient to the serving area
 - e. Refrigeration
2. All schools contemplating providing food service either by preparing food on premises or having food catered by a third party must submit a floor plan, including equipment lay-out and a site plan, to the Broward County Health Department, attention Mr. Imad Madi, R.S. Environmental Specialist II, 954-467-4237, prior to commencing any food service operations.

3. All facilities must meet all of Broward County Health Department (BCHD) requirements and be permitted prior to operating.

Note: Contact SBBC'S Food and Nutrition Services Department prior to purchasing equipment to insure that commercial equipment will support the volume of meals served at your SCHOOL.

2.05 **Additional Equipment Requirement.**

In addition to the Health Department requirements, SBBC'S Food and Nutrition Services Department has requirements for the SCHOOL serving hot food. The following list is a guide and additional equipment may be needed. The Charter School is responsible for providing this equipment.

Milk cooler

Small kitchen supplies (pans, serving utensils)

Ice cream freezer

Garbage can and lid

Stainless steel worktable

*Specifications will be provided upon request.

2.06 **U.S.D.A. and D.O.E. Regulations.**

Any school previously removed from this agreement for non-compliance, will not be permitted to participate in future agreements with the Food and Nutrition Services Department. Any school found not in compliance with United States Department of Agriculture (U.S.D.A.) and Department of Education (DOE) regulations will have the Child Nutrition Program removed from the school or will be required to pay a fine to cover the cost of disallowed meals. *The sale of foods other than food provided by the approved Child Nutrition Program during meal service times is prohibited.* Schools are required to restrict student access to concession, extra sales, vending and fundraisers that are in direct competition with the Child Nutrition Program during meal services anywhere on campus. If income from such sales occurs, the revenue is required to be deposited into the Child Nutrition account.

When the SCHOOL enters into this agreement, SBBC'S Food and Nutrition Services Department becomes the sole provider of meals to the SCHOOL. Meals will be provided on all school days students are in session according to the School Board of Broward County's 180 day School Calendar. The SCHOOL may not pick and choose which days they want SBBC'S Food and Nutrition Services to provide meal service.

2.07 **Inspections.**

SBBC'S Food & Nutrition Services Department requires the SCHOOL to have an on-site inspection by the SBBC'S Safety Department prior to initiating Food Service. The SBBC'S Food & Nutrition Services Department will conduct an on-site review to assure all necessary requirements are met prior to providing food services.

2.08 **Sanitation Reports.**

The SCHOOL must satisfactorily complete quarterly health inspections each year and submit a copy to the Food & Nutrition Services Manager.

2.09 **Permits.**

The SCHOOL is required to have a Broward County Health Department Food Service Operating Permit and submit a copy of the permit to the coordinator of the Food and Nutrition Services Department no later than August 3, 2012. Attention Food Service Coordinator Fax #754-321-0235.

2.10 **Meal Accountability.**

The SCHOOL will follow required procedures for assuring accuracy at the point of service and comply with all federal, state, and local rules and procedures pertaining to the administration of the program.

2.11 **Free and Reduced Price Meal Application Processing.** The SCHOOL will be responsible for distributing Free and Reduced Price Meal applications to all students and reviewing applications for completeness before forwarding to the Food and Nutrition Services Department for approval of students receiving free and reduced price meals. The designee who reviews applications for completeness will attend the pre-school workshop provided by the SBBC.

2.12 **Program Compliance.** The SBBC will be responsible for monitoring the program to provide technical assistance and ensure program compliance.

2.13 **Meal Reports.** SBBC'S Food and Nutrition Services Department will maintain full and accurate records specifying menu records and identifying the amount of food prepared and the daily number of meals delivered by type. SBBC will provide meal reports to the SCHOOL promptly at the end of each month. SBBC will retain such records for a period of three (3) years from the date of receipt of final payment under this agreement (or longer, if SBBC has been notified of an audit in progress). Upon request, SBBC will make all accounts and records pertaining to the Program available to representatives of the United States Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

2.14 **Meal Deposits/Invoices.**
Deposits: A deposit is required for any SCHOOL that was delinquent in payments at any time during the prior 12 months. A deposit based on three month's projected meal service will be required to be paid to the Food and Nutrition Services Department before meal service is to begin. The deposit will be held until the end of the contract and all invoices have been paid. At that time the deposit will be returned to the SCHOOL.

Invoices: SBBC's School Food Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts payable to SBBC for the meals provided along with applicable fees and costs of all meals contained in this contract. The invoice shall be based upon food delivery reports generated by SBBC's Food and Nutrition Services Department, money collected at the SCHOOL and applicable fees and costs. **The SCHOOL will pay SBBC the invoiced amount within ten (10) days of receipt of the invoice.** Failure to pay the invoiced amount within ten (10) days and/or a delinquent account may result in termination of meal service. SBBC'S records regarding the delivery of meals and the SCHOOL'S Program participation shall be open to inspection and audit by the SCHOOL and its designees upon reasonable advance notice.

2.15 **Inspection of SCHOOL'S Records by SBBC.** SCHOOL shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SCHOOL'S Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by SCHOOL or any of SCHOOL'S payees pursuant to this Agreement. SCHOOL'S Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. SCHOOL'S Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) SCHOOL'S Records Defined. For the purposes of this Agreement, the term "SCHOOL'S Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SCHOOL'S Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SCHOOL pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SCHOOL reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to SCHOOL'S facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by SCHOOL to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any SCHOOL'S claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by SCHOOL in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SCHOOL. If the audit discloses billings or charges to which SCHOOL is not contractually entitled, SCHOOL shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. SCHOOL shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by SCHOOL to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to SCHOOL pursuant to this Agreement and such excluded costs shall become the liability of SCHOOL.

(h) Inspector General Audits. SCHOOL shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.16 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Food and Nutrition Services
7720 West Oakland Park Boulevard, Suite 204
Sunrise, FL 33351

To SCHOOL: Dr. Steve Montes
Sunshine Elementary Charter School, Inc.
2210 Pierce Street
Hollywood, FL 33020

2.17 **Background Screening:** SCHOOL agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of SCHOOL or its personnel providing any services under the conditions described in the previous sentence. SCHOOL shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to SCHOOL and its personnel. The parties agree that the failure of SCHOOL to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. SCHOOL agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in SCHOOL'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.18 **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By SCHOOL. SCHOOL agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by SCHOOL, its agents, servants or employees; the equipment of SCHOOL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of SCHOOL or the negligence of SCHOOL'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by SCHOOL, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

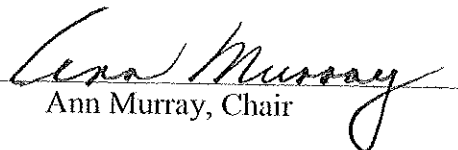
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By

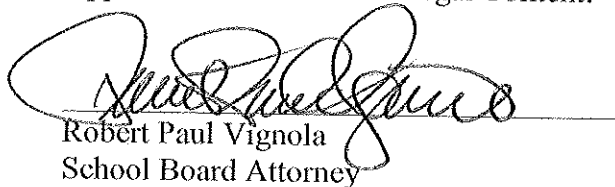

Ann Murray, Chair

ATTEST:



Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:


Robert Paul Vignola
School Board Attorney

FOR SCHOOL

(Corporate Seal)

Sunshine Charter Elementary
2210 Pierce Street
Hollywood, FL 33020
Phone: (954) 926-0123
Fax: (954) 926-0557

SUNSHINE ELEMENTARY CHARTER SCHOOL, INC.

ATTEST:

Laurie Manning
Secretary

-or-

By Dr. Steve Montes
Dr. Steve Montes, Principal

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

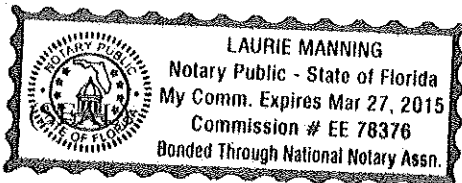
STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21st day of May, 2012 by Dr. Steven Montes of Sunshine Elementary Charter, on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced identification and did/did not first take an oath. _____ as
Type of Identification

My Commission Expires: 3-27-15



Laurie Manning
Signature – Notary Public

Laurie Manning
Printed Name of Notary

EE 78376
Notary's Commission No.

Exhibit A

SUNSHINE ELEMENTARY CHARTER SCHOOL, INC.

Sunshine Elementary Charter School, Inc.
2210 Pierce Street
Hollywood, FL 33020