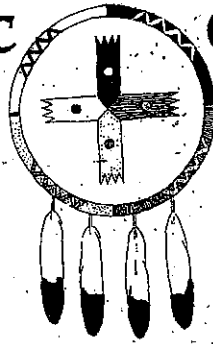


# SAN CARLOS APACHE

A MISSION IN THE HEART OF THE SAN CARLOS APACHE NATION

## CATHOLIC COMMUNITY



### AGREEMENT TO PROVIDE SCHOOL MEALS

This agreement between St. Charles School hereafter referred to as the "Sponsor", and San Carlos Unified School District hereafter referred to as the "District", do hereby enter into the following agreement:

#### A. Title of Agreement

The Title of this Agreement is The School Lunch Program.

#### B. Purpose of Agreement

The purpose of this agreement is to enable the District to provide catered meal service to the students and staff of the Sponsor according to the District's school calendar.

#### C. Duration of Agreement

This agreement shall be in effect for the school year to be effective June 01, 2012 to July 30, 2013. This agreement is to be reviewed each year and at least three quotes from other vendors obtained to insure the best rate.

#### Conditions of Agreement

1. District will provide lunch at a cost of \$2.80 per meal to all eligible students of the Sponsor in accordance with established procedures of the District.
2. Meals are to be prepared at the District site by the District.
3. Sponsor will provide free and reduced applications to the families of the Sponsor and will be responsible for verification. The Sponsor will be responsible for filing claims with the Arizona Department of Education for federal reimbursement.

St. Charles Church  
P.O.B. 28  
San Carlos, AZ 85550  
tel: 1.928.475.2210  
fax: 1.928.475.2050

Franciscan Friary  
P.O.B. 28  
San Carlos, AZ 85550  
tel: 1.928.475.2210

St. Charles School (K-6)  
P.O.B. 339  
San Carlos, AZ 85550  
tel: 1.928.475.2449  
fax: 1.928.475.2050

Sister's Home  
P.O.B 338  
San Carlos, AZ 85550  
tel: 1.928.475.2460

*To the N'nee' or Apache people, God's presence is to be experienced & loved within us and all around us. They image God's holy Presence as a cross pointing to the four directions of the earth: East, South, West & North, each directions with its own color.*

*This spirituality is the same as that of Francis & Clare of Assisi and of John the Evangelist who tells us strongly:*

*"All things were created in and through Him—Jesus!"*

*It is our work on earth to remain in the Center of God's Holy Presence at all times.*

4. Recordkeeping for Federal Reimbursement will be the responsibility of the Sponsor including required edit checks.
5. Cafeteria equipment provided by the District shall remain the property of the District.
6. Cafeteria equipment provided by the sponsor shall remain the property of the Sponsor.
7. Sponsor will call in a meal count by 10:00 a.m. and pick up the meals at the District site. Sponsor will provide accurate points of service (POS) to verify only reimbursable meals are served to eligible students. However, the District shall adjust the menus at the request of the Sponsor whenever the Sponsor determines certain items to be unacceptable. Such items can be determined to be unacceptable because of (1) a monotonous diet resulting from items served frequently or the similarity to other items; (2) the nutritional needs of the students; (3) susceptibility to spoilage; and (4) excessive waste resulting from unpopularity of items with students. Such adjustments shall be made at the earliest convenience of both parties, but in no instance later than one week after request.
8. All furnishings, equipment, and service areas are to be maintained by the district, in Compliance with the Arizona Department of Health Services.
9. If Sponsor agrees to provide USDA commodities to the District, commodities will only be used in the preparation of meals provided for the NSLP. District will retain control of the quality, extent and general nature of the food service, and accounting for USDA commodities.
  - District shall agree to accept commodities for storage at their facility, and a perpetual inventory record shall be maintained and submitted to the Sponsor on a monthly basis. Failure of the District to maintain a perpetual inventory shall be considered as evidence of improper distribution or loss of USDA-donated food.
  - Sponsor shall order commodities and ensure that a Sponsor representative is available at the delivery site, at the specified time on each specified delivery day to receive, inspect, and sign for the requested number of meals or food items. The District shall verify the items received with signature on invoice at that time.
  - The District shall reduce the price of the meals by the assessed value of commodities established by the USDA for the current school year. Price reductions shall be itemized on the invoice as a credit to the Sponsor. Freight charges or excess storage fees may be included as an additional charge if payable by the District. All commodities shall be the property of the Sponsor until used.

- The District must credit monthly for the value of all donated foods received for use in the school year (including both entitlement and bonus food), and including the market value of donated foods contained in processed end products. Credit issued by the District to the Sponsor for USDA donated commodity foods received shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled.
  - The District shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to the USDA-donated foods. The District shall credit the Sponsor for the value of all USDA-donated foods received for the use in Sponsor's meal service in the school year, including both entitlement and bonus foods, and including the value of donated foods contained in processed end products.
10. District is responsible for providing a clean and sanitary environment for the meal service and for ensuring that all state and federal regulations regarding obtaining permits and the handling of food are followed at its site. In addition, District will submit a copy of Food Safety Inspections to Sponsor for recordkeeping.
  11. District will be responsible for providing staff to oversee meal service and clean up of the serving area.
  12. District will maintain all records to validate production of meals required to maintain reimbursement of federal funds in accordance with applicable Federal and/or state regulations. Upon request District will make all accounts and records pertaining to the agreement available to the Arizona Department of Education (ADE), USDA, the US General Accounting Office, and the USDA Office of Inspector General ("OIG") for audits or administrative reviews at a reasonable time and place.
  13. On days when District schools are closed, they will not provide lunches to the Sponsor. Moreover, it is the responsibility of the Sponsor to notify the District of any concurrent school closures.
  14. Nothing in this agreement is intended to impair any statutory or common law right to indemnity that either party may have.
  15. The District will bill on a monthly basis to the Sponsor by the 15<sup>th</sup> of each month. If the District does not receive payments for the meals provided, it shall terminate this Agreement.

#### **D. Provisions for Termination of this Agreement**

Either party may cancel this agreement without cause by providing written notice of intent to terminate 30 calendar days in advance.

**E. Amendment to the Agreement**

This agreement may be amended at any time with the mutual written consent of both parties.

**F. Effective Date**

This agreement shall be recorded with the Gila County Recorder's Office and shall become effective on the date provided herein.

**G. Certification of Contracting Parties.**

Each party certifies that the undersigned has been authorized to enter into this agreement by its Governing Board. This agreement may be cancelled by either party for conflict of interest pursuant to A.R.S. Section 38.511.

\_\_\_\_\_  
Superintendent or Designee (Sponsor)

\_\_\_\_\_  
Superintendent or Designee (District)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date