



Minidoka County School District #331

"We will increase instructional intensity in all classrooms through the use of Idaho Core Standards and by incorporating 21st century strategies to improve academic achievement and demonstrate growth for all students."

Board Members

Tammy Stevenson, Chairman

Bonnie Heins, Trustee

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Jason Gibbons, Vice Chairman

Administration

Dr. Kenneth Cox, Superintendent

Kerri Tibbitts, Board Clerk

Michelle DeLuna, Business Manager

FOOD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between Minidoka County School District (hereafter "District") and St. Nicholas School (hereafter "St. Nicholas").

WHEREAS, St. Nicholas has requested the District to operate the Child Nutrition Program; and,

WHEREAS, District agrees to operate the Child Nutrition Program at St. Nicholas, under the terms and conditions set forth below.

NOW, THEREFORE, The parties hereto agree as follows:

1. District agrees to operate the Child Nutrition Program at St. Nicholas, supplying meals inclusive of milk to St. Nicholas for the rates set forth below and as District rates increase in the future as set forth by the USDA:

- Lunch.....\$1.65 each full price elementary student, \$.40 each reduced priced student
- \$3.55 each adult price meal (including Tax)
- \$2.55 each adult price breakfast (including Tax)

2. District agrees to operate the program pursuant to the provisions of the National School Lunch Program (7 CFR 210) and will assure that said meals meet the minimum meal pattern requirements as to copies of standardized recipes, copies of certified nutrition labels and production records which contain the amount of food prepared, portion sizes planned and daily number of meals provided.

3. District agrees to process all free and reduced applications, FS-4's, RACS, Verifications, Ethnic summary, National School Lunch Participation Data report, collections and meal accountability processes, including filing for reimbursement with the state. All state reimbursement for the St. Nicholas School Lunch Program will be given to the Minidoka County School District Nutrition Program.

4. St. Nicholas agrees to relinquish all funds pertaining to the National School Lunch Program to the District Nutrition Program, including meal reimbursements from the state and daily collections. St. Nicholas also agrees to turn over all commodity allotments to the District Nutrition Program. District also agrees to retain any other records required for the current school year plus the previous three years (or longer, if an audit is in progress) for the meals provided under this agreement and upon request, to make all accounts and records pertaining to the program available to representatives of the U.S. Department of Agriculture (USDA) and the General Accounting Office (GAO) for audit or administrative review at a reasonable time and place.

5. St. Nicholas agrees to pay any necessary district matching funds to District to compensate for payroll (FICA) for the employees of the St. Nicholas National School Lunch Program if applicable.

6. District shall take reasonable and proper care of all premises and equipment when in its custody and control and shall use them in a manner that will not cause undue wear or damage. If District determines that additional kitchen equipment is required for the program, St. Nicholas agrees to pay the purchase and any installation costs. St. Nicholas agrees to provide janitorial services in the cafeteria, including set up and take down of tables.

7. St. Nicholas agrees to provide or purchase a computer (to be approved by the District), Nutri-Kids software licensing, and a pin pad, for the meal accountability system for operation of the program at St. Nicholas.

8. District would like to provide breakfast to the students of St. Nicholas School and may request approval from the State Department of Education to allow Provision II Base year for school year 2016-2017. District reserves the right to terminate the Provision II breakfast program at St. Nicholas School.

9. St. Nicholas shall reimburse District for unpaid meals or snacks from funds authorized by the National School Lunch Program regulations.

10. This agreement shall be effective during the 2016-2017 school year, from August 1, 2016 to June 30, 2017. The agreement may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination.

11. With the exception of payment obligations for prior performance under this agreement, neither party shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, act of God or inevitable accident, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or other like causes beyond the reasonable control of the party, nor for any real or personal property destroyed or damaged due to such causes.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

Minidoka County School District

St. Nicholas School

Title

Title

Date

Date