

AGREEMENT

This Agreement is made this _____ day of August, 2011, by and between ERIE COUNTY TECHNICAL SCHOOL (hereinafter referred to as "Technical School") and FORT LEBOEUF SCHOOL DISTRICT (hereinafter referred to as "School District").

WHEREAS, the Technical School desires to utilize the School District's Food Service Supervisor to perform various tasks for the Technical School as set forth in this Agreement; and

WHEREAS, the School District desires to assist the Technical School in its food service operations by permitting its Food Service Supervisor to perform various tasks for the Technical School as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and with the intent to be legally bound hereby, the Technical School and the School District agree as follows:

I. Term

This Agreement will commence on September 1, 2011 and will end on June 30, 2012.

II. Fee

The Technical School will pay a fee of twenty-thousand dollars (\$20,000) to the School District for services to be rendered to the Technical School by the School District's Food Service Supervisor. The Technical School will make two (2) payments of \$10,000 each to the School District. The Technical School will make its first payment of \$10,000 to the School District no later than September 1, 2011. The Technical School will make its final payment of \$10,000 to the School District no later than June 1, 2012.

III. Representations of School District

The School District represents that its Food Service Supervisor will perform the following tasks for the Technical School:

- A. Purchase food on a weekly basis for both NSBP/NSLP(National School Breakfast Program/National School Lunch Program) and Culinary Arts Lab. The purchase of food may involve possible change in vendors in order to streamline the time it takes to process orders.
- B. Verify monthly inventory and maintain inventory records.
- C. Supervise the aides in order to ensure procedures are being followed and to ensure proper serving sizes are being satisfied. The supervision of the aides will occur on a weekly basis throughout the term of this Agreement.
- D. Approval of time and attendance records for aides to be supervised.

- E. Create, verify, and record production records.
- F. Maintain all records for government programs, including, but not limited to sales reports and production sheets.
- G. Coordinate free and reduced lunch program, which involves gathering of applications from outlying school districts and updating meal status in computer system.
- H. Prepare monthly edit checks for Business Manager of Technical School in order to process monthly claims.
- I. Ensure compliance with nutritional guidelines, including reviewing procedures for SNI (School Nutrition Initiative).
- J. Overseeing health and safety inspections.
- K. Handling special event ordering and costing.
- L. Preparing monthly menus, which includes updating recipes and creating new recipes as needed.
- M. Participating in all local and state food audits.
- N. Ordering and processing of commodities.
- O. Preparation of bills and reconciling monthly receipts to statements.
- P. Attend wellness meetings; and
- Q. Ordering of equipment and small wares.

IV. Independent Contractor

The parties acknowledge and agree that during the entire term of this Agreement the School District's Food Service Supervisor is an independent contractor and is not an employee or agent of the Technical School. The School District acknowledges and agrees that during the entire term of this Agreement the Food Service Supervisor is an employee of the School District and the School District is responsible for all wages, benefits, workers' compensation insurance coverage, and unemployment compensation insurance coverage for the Food Service Supervisor.

V. Hours of Service

The School District agrees that its Food Service Supervisor will perform the tasks to the Technical School as set forth in Article III of this Agreement. However, the Technical School acknowledges and agrees that the Food Service Supervisor will not render on average more than ten (10) hours of service per week to the Technical School during each and every week of this Agreement.

VI. Termination

Either party has the right to terminate this Agreement upon providing thirty (30) days written notice to the other party. In the event of termination of this Agreement, the Technical School agrees to pay the School District for services rendered by the Food Service Supervisor to the Technical School prior to the date of termination, on a pro-rata basis.

VII. Non-Assignment of Agreement

Neither party will assign its interest in this Agreement to a third party.

VIII. Amendment of Agreement

The parties agree that this Agreement may be amended at any time during its term by mutual agreement of the parties in a writing to be attached to the Agreement.

IX. Agreement Supersedes Previous Agreements

The parties agree that this Agreement supersedes any and all other agreements, either oral or in writing, between the parties and that no other agreement, statement or promise related to the subject matter of this Agreement that is not contained in it shall be valid and binding.

Executed at Waterford, Pennsylvania, on the day and year first written above, with the intent to be legally bound.

ATTEST:

ERIE COUNTY TECHNICAL SCHOOL

BY: _____

ATTEST:

FORT LEBOEUF SCHOOL DISTRICT

Kimberly J. Heller, Secretary of the
Board of School Directors

BY: _____
Marvin Cross, President of the
Board of School Directors