

AGREEMENT

This Agreement is made this _____ day of _____, 2018, by and between ERIE COUNTY TECHNICAL SCHOOL (hereinafter referred to as "Technical School") and the FORT LEOBOEUF SCHOOL DISTRICT (hereinafter referred to as "School District").

WHEREAS, the Technical School desires to purchase student meals for Career Alternative Education Program (CAEP) students for the 2018/2019 school year, and

WHEREAS, the School District desires to assist the Technical School with its food service needs by agreement to provide these student meals, with the following terms and conditions:

- I. Term – This Agreement will commence on July 1, 2018 and end on June 30, 2019.
- II. Fee – The Technical School will pay the School District \$3.00 per student meal.
- III. Menu – The School District will provide a monthly menu to the Technical School.
- IV. Meal Count – The Technical School will provide a count of student meals needed by Friday at 3:00 p.m. for the upcoming week. This count will be sent via email to Justin Tech at techj@fortleboeuf.net.
- V. Meal Count Changes – The Technical School agrees to provide one day notice for any change in the count of meals requested. If one day notice is not provided, the School District will bill for the count on record due to insufficient time to modify the meal count.
- VI. Invoice – The School District will invoice the Technical School monthly for the number of meals sold the previous month at \$3.00 per meal.
- VII. Transportation – The Technical School agrees to pick-up and transport meals each day. Meals must be picked up by 3:00 p.m. daily at Robison Elementary School located at 1651 Robison Road West, Erie, PA.
- VIII. Independent Contractor – The Technical School agrees that the School District will act as an Independent Contractor for purposes of this Agreement and insurance liability will be on the part of the Technical School.
- IX. 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 the Agreement, the Technical School agrees to pay the School District for any outstanding meal counts.
- X. Assignment – Neither party will assign its interest in this Agreement to a third party. This agreement supersedes any and all other agreements between the parties.

ERIE COUNTY TECHNICAL SCHOOL FORT LEOBOEUF SCHOOL DISTRICT

By: _____
President, Joint Operating Committee

By: _____
President, Board of School Directors