

## Attachment 6

### NUTRITION SERVICES AGREEMENT

THIS NUTRITION SERVICES AGREEMENT (“Agreement”) is made and entered into by and between Pueblo School District No. 60 (“District” or “Authorizer”) and Chavez / Huerta K-12 Preparatory Academy, a public charter school organized as a Colorado nonprofit corporation (“CHPA” or “School”) (collectively, the “Parties”).

In consideration of the covenants and promises described herein, the Parties agree as follows:

1. Term. Subject to earlier termination as provided in Paragraph 6 below, this Agreement shall be for a period of three (3) years, effective as of July 1, 2022, through June 30, 2025, provided that this Agreement shall be terminated automatically if the charter contract between the Parties terminates earlier.
2. District Nutrition Services. The District shall provide nutrition services to students enrolled at the School during each regular school day according to the standards set forth by the United States Department of Agriculture (“USDA”) and the Colorado Department of Education (“CDE”) for child nutrition programs. These nutrition services shall be provided through its independent contractor, Southwest Foodservice Excellence, LLC (“SFE”), according to the following terms and conditions and in the same manner as the District nutrition services for the District’s schools:
  - a. The District’s Director of Nutrition Services or designee shall be provided a key or access card allowing access to the School’s kitchen outside standard school hours during any time that meals are being provided.
  - b. The District shall contract with SFE that will purchase all food and paper products necessary to provide meals that meet applicable legal requirements and District standards.
  - c. The School shall charge District-approved meal prices, if applicable, at the same rate as other District students. If students are being charged for meals, the Parties agree that the District may increase meal costs at its discretion at any time during this Agreement upon providing thirty (30) days’ prior written notice and provided the District’s Board of Education has approved the increase.
  - d. The District shall purchase the nutrition services computer software, and such upgrades, modifications or new software packages as necessary during the term of this Agreement in order to maintain compatibility with nutrition services software operated by the District. The District shall provide a computer compatible with those maintained by the District’s nutrition services department for use/operation of the software. If the School determines to provide its own food services, it will return the District’s technology and be responsible for providing its own.

- e. The District shall be responsible for contracting with SFE to provide nutrition services under this Agreement. The District shall be entitled to receive and retain all meal revenues, as well as all federal and state reimbursements generated by the operation of the nutrition services at the School. The District shall pay SFE as provided in its contract with SFE and approved by the Colorado Department of Education.

3. School's Obligations.

- a. The School shall provide and maintain a kitchen space and cafeteria in a clean, healthy, and safe condition, and that meets all applicable code and safety requirements, as well as all federal, state, and local laws and regulations applicable to serving students at the School.
- b. The School shall maintain a satisfactory Pueblo City County Health Department inspection rating. All calls from Pueblo City County Health Department regarding the kitchen and the nutrition services shall be referred to the District's Director of Nutrition Services.
- c. The School shall participate in federal, state, and external audits.
- d. The School shall post any required licenses that are necessary to provide nutrition services to students through the School's kitchen and cafeteria.
- e. The School shall provide all wiring and communications connections necessary for the computer described in Section 2(d), to have ongoing effective Internet access to the District. The School must also provide a VPN connection to enable communication between the School and the District's Nutrition Service Office.
- f. The School shall be solely responsible for maintenance of the cafeteria space, including but not limited to setting up/tearing down tables, removing trash, supervision of students within the area where meals are served and the cleaning and maintenance of the cafeteria area.
- g. School students are eligible to participate in the Community Eligibility Provision ("CEP") along with other District students during the provisional cycle and so long as the School is contracting with the District for food services hereunder. If students choose to purchase additional food items, those items must be prepaid or paid for at the time of service.

- 4. Free and Reduced Meal Eligibility and Family Economic Data Surveys. The School shall make every effort to assist the District with the distribution of applications for free and reduced-price meals and Family Economic Data Surveys as required when participating in CEP. The School shall make diligent efforts to encourage parents to complete the applications and return them to the kitchen manager at the School or to the District's Director of Nutrition Services. School personnel involved in collection of completed applications shall maintain the confidentiality of all such information except as disclosure to third parties is expressly authorized in writing by the District's Director of Nutrition Services.

5. Insurance. The School shall not be responsible for any insurance related to Food Service Operations. The District shall be responsible for all insurance related to Food Service Operations, including but not limited to liability, workers' compensation, and errors and omissions insurance. To the extent permitted by law but without waiving any of the provisions of the Colorado Governmental Immunity Act, the District shall indemnify the School against any and all property damage or injuries arising from Food Service Operations.
6. Termination.
  - a. In the event the School determines not to utilize the Food Services of the District, it will notify the District in writing by no later than January 1 and then may utilize the services of another School Food Authority or create its own School Food Authority beginning with the following school year.
  - b. Either party may terminate this Agreement at any time for cause upon providing thirty (30) days' prior written notice to the other party followed by that party's failure to cure within ten (10) business days thereafter. "Cause" for termination shall include, but not be limited to, a breach by either party of a material term of this Agreement.
7. Authority. The undersigned represent that they are authorized to execute this Agreement as a binding legal agreement between the District and the School.

[Signature page follows this page.]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 28<sup>th</sup> day of June, 2022.

PUEBLO SCHOOL DISTRICT NO. 60

Approved as to form:

By: Margaret B. Wright  
Dr. Margaret B. Wright  
President, Board of Education

Richard Bump  
Richard Bump  
Caplan and Earnest LLC  
Attorneys for Pueblo City Schools

CHAVEZ/HUERTA K-12 PREPARATORY  
ACADEMY

Approved as to form:

By: [Signature]  
President, Board of Directors

[Signature]  
Brad Miller  
Miller Farmer Law  
Attorneys for the School

By: [Signature]  
HAL STEVENS  
President/CEO

8/8/22

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President, Board of Directors

Brad Miller

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Attorneys for the School

By: \_\_\_\_\_

President/CEO