

FOOD SERVICE AGREEMENT

This Food Service Agreement ("*Agreement*") is entered into by and between the GALVESTON ISD School District ("*GALVESTON ISD*") and the ODYSSEY ACADEMY INC ("*ODYSSEY ACADEMY INC*").

Recitals

WHEREAS, GALVESTON ISD and ODYSSEY ACADEMY INC are independent school districts organized under the constitution and laws of the State of Texas; and

WHEREAS, ODYSSEY ACADEMY INC desires to contract with GALVESTON ISD for the preparation of meals for children attending ODYSSEY ACADEMY INC, and GALVESTON ISD is agreeable to providing such services.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements contained herein, and intending to be legally bound, GALVESTON ISD and ODYSSEY ACADEMY INC hereby agree as follows:

Section 1. Duration of Agreement

- 1.1 This Agreement shall commence on ODYSSEY ACADEMY INC's first day of instruction for the 2012-2013 school year and will end of the last day of instruction for the 2012-2013 school year.
- 1.2 This Agreement shall automatically terminate:
 - * Upon the terminating party providing the other party with thirty (30) day written notice of intent to terminate.
 - * at any time should the other party breach the provisions of this Agreement and fail to cure such breach within fifteen (15) days of being notified of such breach.
- 1.3 The parties contemplate that payment for the services and functions described herein are to be made from current revenues available to the paying party. In the event sufficient funds shall not be appropriated or made available for funding the operations of either party, this Agreement shall terminate.

Section 2. GALVESTON ISD's Responsibilities

- 2.1 *Food Preparation.* GALVESTON ISD will provide, direct, and conduct food preparation for ODYSSEY ACADEMY INC.
 - 2.1.1 GALVESTON ISD will purchase all food and supply items necessary to prepare breakfast and lunch.
 - 2.1.2 GALVESTON ISD personnel will prepare and serve breakfast and lunch meals only on those regular ODYSSEY ACADEMY INC school days (See the Official School Calendar, Appendix A). GALVESTON ISD will bill ODYSSEY ACADEMY INC monthly for all meals served based on the agreed pricing schedule. (See Appendix B)
 - 2.1.3 ODYSSEY ACADEMY INC will call GISD prep site prior to 8:15 a.m. to provide a lunch count for that day.

- 2.2 *Staff.* GALVESTON ISD will employ and maintain the staff to serve the ODYSSEY ACADEMY INC meals in the school cafeteria. Odyssey will provide a Child Nutrition manager to oversee the daily operation (over see the servers, production order, communicate with Oppe, serve as needed. Also provide staff to record the student meal accounts and maintain cafeteria supervision of students.
- 2.3 *Cleaning.* ODYSSEY ACADEMY INC will supply cleaning supplies and GALVESTON ISD will clean the ODYSSEY ACADEMY INC kitchen area on all days for which food service is provided.
- 2.4 *Equipment.* ODYSSEY ACADEMY INC will provide food service equipment necessary to the operation of the ODYSSEY ACADEMY INC cafeteria.
- 2.5 *State/Federal Requirements.* ODYSSEY ACADEMY INC shall be responsible for:
- preparation of monthly accu-claim reimbursement forms for and as required by the State of Texas
 - complete the meals served on the production records and maintain a copy of the completed production records and provide GALVESTON ISD with a weekly set of completed production records
 - reviewing and maintaining all free and reduced lunch application forms submitted by participants in the food service program
- State/Federal Requirements.* GALVESTON ISD shall be responsible for:
- operating the food service program in compliance with all applicable regulations of the U.S. Department of Agriculture and the Child Nutrition Program
 - initiating, producing and providing the production records with the food production report completed as required by the U.S. Department of Agriculture Child Nutrition Program
- 2.6 GALVESTON ISD will be responsible for only such liabilities as are directly incurred by GALVESTON ISD in the performance of the services as set forth in this Agreement.

Section 3. ODYSSEY ACADEMY INC's Responsibilities

- 3.1 *Meal Prices.* ODYSSEY ACADEMY INC will set and maintain the meal pricing schedule for the 2012-2013 school year.
- 3.2 *Maintenance and Cleaning.* GALVESTON ISD shall keep the kitchen area clean and in compliance with health regulations. ODYSSEY ACADEMY INC shall keep the cafeteria area in a state of good repair and shall clean eating areas on each and every regular or special ODYSSEY ACADEMY INC school day in which students attend ODYSSEY ACADEMY INC School. ODYSSEY ACADEMY INC shall promptly respond to reasonable requests by GALVESTON ISD personnel for repair to the kitchen premises or to fixtures and equipment utilized therein.
- 3.2.1 ODYSSEY ACADEMY INC shall provide maintenance personnel, supplies and equipment for the cafeteria.
- 3.2.2 ODYSSEY ACADEMY INC shall provide custodial personnel, supplies and equipment for cleaning eating areas.
- 3.2.3 ODYSSEY ACADEMY INC will be responsible for equipment repairs related to food service equipment
- 3.2.4 GALVESTON ISD will conduct monthly audit and review session with ODYSSEY ACADEMY INC personnel on the following areas:
- Cleanliness
 - Production Records

- Proper Functioning of all Equipment
- Safety Guidelines and
- Any other compliance or logistic issues.

- 3.3 *Forms.* ODYSSEY ACADEMY INC shall print, disburse, and collect free and reduced lunch forms at the beginning of the applicable school year. GALVESTON ISD shall provide annual cafeteria menus and ODYSSEY ACADEMY INC will disbursement to students and faculty.
- 3.4 *Other Services.* ODYSSEY ACADEMY INC shall be responsible for providing and/or ensuring the provision of utilities (electricity, gas, and water), pest control, and garbage/waste disposal for each cafeteria and kitchen area.

Section 4. Independent Contractor Relationship

- 4.1 The parties intend and mutually agree that GALVESTON ISD is an independent contractor to ODYSSEY ACADEMY INC and that this Agreement shall not constitute the formation of a partnership, joint venture, employment or master/servant relationship. The parties intend and mutually agree that ODYSSEY ACADEMY INC, or any of its agents, servants, or employees shall not exercise any control or direction over the details or methods by which GALVESTON ISD performs the services set forth in this Agreement. Likewise, the parties intend and mutually agree that GALVESTON ISD, or any of its agents, servants, or employees shall not exercise any control of direction over the details or methods by which ODYSSEY ACADEMY INC performs the services set forth in this Agreement.

Section 5. General Provisions

- 5.1 If any term or provision of this Agreement is held to be illegal, unenforceable or invalid for any reason, the remaining terms or provisions shall not be affected or impaired thereby. Each term and provision of this Agreement shall be construed and interpreted so as to render it enforceable.
- 5.2 In construing this Agreement, none of the parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any provisions herein, construed against such party solely by reason of such party having drafted the same.
- 5.3 This Agreement constitutes the entire understanding of the parties to this Agreement, and supersedes all prior proposals, representations, communications, negotiations and agreements between the parties, whether oral or written.
- 5.4 This Agreement shall be governed exclusively by the laws of the State of Texas. Venue for any dispute arising between the parties with regard to this Agreement shall be in the district courts of Galveston County, Texas. If any judicial proceeding is necessary to enforce or interpret the terms of this Agreement, the prevailing party, as determined by the judge, shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such party is entitled.
- 5.5 The failure of either party to object to or to take affirmative action with respect to any conduct of the other which is a breach of this Agreement shall not be construed as a waiver of that breach or of any prior or future breaches of this Agreement.
- 5.6 This Agreement shall not be assigned to any other person or entity.
- 5.7 Any notice or other document authorized or required by this Agreement shall be in writing and delivered in person, evidenced by a signed receipt, or mailed by certified mail, return receipt requested, postage prepaid, to the addresses indicated below or to such other persons or addresses as the parties may provide by notice

Appendix B

GALVESTON ISD will bill ODYSSEY ACADEMY ISD monthly for all meals served based on agreed pricing schedule.

The following information is the pricing schedule based on the reimbursement rates Included will be the .2225 commodity value credit to ODYSSEY ACADEMY ISD (meal billing=Federal reimbursement –commodity allowance).

Per Meal: (pending reimbursement rates coming out in July 2012)

Breakfast - \$?

Lunch - \$?

Afterschool Snacks - \$.?

Staffing:

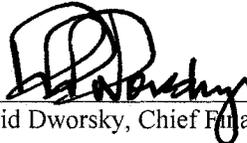
- GALVESTON ISD will supply 1 employee at Breakfast and 3 employees at Lunch (1 staff provided by Odyssey to assist with serving and serve as a liaison between GISD and Odyssey day to day operations.
- The expected time for the GISD staff to arrive 15 minutes prior to breakfast serving time.
- The expected time for GISD staff to arrive is 30 minutes prior to lunch serving time.

to the other. The date of the notice shall be the date of delivery if the notice is personally delivered, or the third day following the date of the mailing if the notice is mailed by certified mail.

GALVESTON ISD:
ATTN: Jennifer Douglas

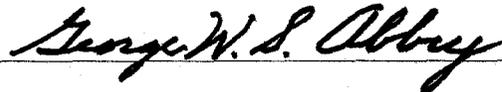
ODYSSEY ACADEMY INC:
ATTN: Karen Mowbray

GALVESTON ISD INDEPENDENT SCHOOL DISTRICT

BY: 
David Dworsky, Chief Financial Officer, GISD

Dated: 5/9/12

ODYSSEY ACADEMY ISD INDEPENDENT SCHOOL DISTRICT

BY: 
President, ODYSSEY ACADEMY INC Board of Trustees

Dated: 8/28/12

ATTEST:

Secretary, ODYSSEY ACADEMY INC Board of Trustees

Dated: 8/28/2012