

4013 - FOOD SERVICE POLICY AND MEMORANDUM OF UNDERSTANDING

THIS FOOD SERVICE POLICY AND MEMORANDUM OF UNDERSTANDING ("Policy") is established as of July 1 2024 regarding non-exclusive provision of food service, including breakfast and lunch, from Odyssey Charter School, Inc. ("OCS, Inc.") existing Food Service Program ("Program") authorized pursuant to the National School Lunch Program ("NSLP") for Odyssey Charter School and Odyssey Preparatory Charter Academy, collectively known as ("SCHOOLS").

1. PURPOSE, EFFECTIVE DATE AND ENDING DATE
 - a. PURPOSE: This Policy provides for OCS, Inc. to provide food services to SCHOOLS in exchange for 100% of all food service receipts and an additional \$80.00 per student fee.
 - b. EFFECTIVE DATE: July 1, 2024
 - c. RENEWAL AND TERMINATION: This policy will auto-renew annually, subject to annual review. In the event of the termination of either charter contract for SCHOOLS, this Policy shall be terminated.
2. MEALS PROVIDED: Meals provided will meet or exceed the minimum meal pattern requirements for the Program as to components and portion sizes.
3. FOOD SERVICE NOTIFICATION: SCHOOLS are responsible for communicating with the OCS, Inc. BASE KITCHEN on a daily basis or as needed; concerning daily counts, status of children payments, free and reduced applications, type(s) of meal service required, special needs, etc.
4. OCS, Inc. BASE KITCHEN: The base kitchen manager is responsible for the overall operation of the food service satellite at SCHOOLS. The base kitchen manager will visit SCHOOLS. A clear and direct line of communication between SCHOOLS and the base kitchen is imperative.
5. BASE KITCHEN RESPONSIBILITIES: In addition to the above paragraph, the base kitchen: plans, prepares, organizes meals, orders food and supplies, approves/disapproves free and reduced applications, conducts the application verification process, supervises staff, consolidates and files claims for reimbursement for meals served, and other responsibilities as required or assigned.
6. RESPONSIBILITIES OF SCHOOLS: Provides a food service person(s) to serve meals, based on USDA requirements. Collects children's payments if needed or required. Provides adequate space for meal services. Enforces discipline in the food service area. Collects past due meal payments from families. Distributes free and reduced blank applications to all children at the beginning of the school year, and to new students, (family applications may be mailed out to student households after July 1st). Returns completed applications to the base kitchen on a daily basis. Complies with all Florida Department of Health regulations. Provides minimum required serving/kitchen equipment, i.e. serving table(s), food warmers, refrigerator, etc.
7. MEAL ACCOUNTABILITY: SCHOOLS will follow the required procedures for assuring accuracy at point of service and comply with local rules and procedures pertaining to the administration of the program.
8. PROGRAM COMPLIANCE: OCS, Inc., will be responsible for monitoring the program to provide technical assistance and ensure program compliance. SCHOOLS will comply with the USDA

Competitive Food Rule. Vending Machines cannot be operational during meal service, and no other food other than the food provided by the Base Kitchen may be served during meal service. Failure to comply may jeopardize the Food Service Program.

9. MEAL REPORTS: OCS, Inc., will maintain full and accurate records specifying menu records compliance with the School Meals Initiative, and identifying the food prepared.

10. AUDITS: With regard to any inspection or audit of records pursuant to this memorandum of understanding, representatives of OCS, Inc. and SCHOOLS shall have full access to inspect and copy any records reasonably necessary for the conduct of such an inspection and audit. Such inspections shall be conducted at the place where such records are usually kept and during normal business hours.

11. RECORDS: OCS, Inc. and SCHOOLS shall maintain their own respective records and documents associated with this memorandum of understanding in accordance with the records retention requirements applicable to public records.

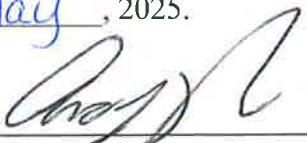
12. COMPLIANCE WITH LAWS: OCS, Inc. and SCHOOLS shall comply with all United States Department of Agriculture regulations, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this memorandum of understanding.

13. MEAL RATES: There will be a charge to SCHOOLS for meals as provided in Paragraph 16, below.

14. MANAGEMENT AND SERVICE FEE: There will be a management or service fee SCHOOLS for provision of food service.

15. COLLECTIONS BY THE FOOD SERVICE PROGRAM: All USDA reimbursements and cash payments by students and families are collected and received in a timely manner. 100% of collections will benefit the FSP.

The foregoing Food Service Policy and Memorandum of Understanding was approved by a majority of a quorum of the Governing Board of Odyssey Charter School, Inc. at a meeting held this 21st day of May, 2025.



Andrew Ziegler, President