

Exhibit A

Scope of Work

Personnel

Contractor will supply Client with on-site consultant(s) as set forth in Section- of the Party's Food Service Consulting Agreement. The on-site consultant (s) will generally be available on Client's premises and working with Client's employees on 2 days per week as mutually agreed upon days each week and at time when the Client's food service program is open and operating. District Manager will be there 2 days first week of operations and 1 day every other week. Client acknowledges that the on-site consultant(s) may be off-site from time to time to attend meetings and for other purposes. Contractor reserves the right to select, appoint, and withdraw its own personnel as it deems necessary in its sole and exclusive discretion.

Services

Contractor, through its appointed personnel, will provide the following services:

- Train Client's employees on complying with USDA and State requirements regarding school districts food service programs.
- Assist and make recommendations to Client's employees with record-keeping and book-keeping.
- Train Client's employees on best practices for inventory control and assist Client's employees in implementing such practices
- Train Client's employees on developing compliant recipes and assist Client's compliance issues
- Make recommendation to Client for menus and production records.
- Make recommendations regarding meal pricing, a la carte pricing, staffing levels, personnel, and related matters
- Make recommendations on procurement with utilization of current vendors.

Limitations on Services Provided by Contractor

Contractor is an independent contractor and consultant only. Contractor provides advice and suggestions, but has no authority to supervise or direct Client's employees or to dictate Client's operations or finances. Client maintains ultimate control, authority, and responsibility over all aspects of its operations and finances, including without limitation compliance with applicable laws and regulations, signature requirements, reporting and correspondence requirements, meal and recipe selections (including for students with disabilities), meal preparation, delivery and service, eligibility rosters, certifications, financial matters, pricing, accounts, books, records, personnel matters, and

equipment, tools and proper maintenance thereof, and any matters on which Contractor is providing consulting services.

Financials

Consultation fees shall be invoiced at \$1,400 per week for 16 weeks, beginning December 1, 2014 and ending April 10, 2015. The weeks the district is closed over Winter Holiday and Spring Break shall not be charged. Client shall be invoiced monthly and payment shall be due 15 days from the date of the invoice.