NEW LOS ANGELES CHARTER SCHOOLS

GOVERNING BOARD SPECIAL MEETING ORDER OF BUSINESS
Teleconference Meeting
4:00 pm, June 30, 2021

This meeting will be by teleconference pursuant to Executive Orders N-25-20 and N-29-20. The Board of Directors ("Board") and employees of New Los Angeles Charter Schools shall meet via the Zoom meeting platform. Members of the public who wish to access this Board meeting may do so by calling a conference telephone line:

Phone Number: 1-669-900-6833

Access Code: 88020119130#

Passcode: 410595

Members of the public may not comment on non-agenda items during this special meeting. Individuals wishing to provide public comment on the agenda items must send their comments in writing to Board@newlosangeles.org prior to the meeting or prior to the discussion of the Agenda item during the meeting – comments received after that point in the meeting will not become part of the record. Comments submitted by email will be read aloud during the Board meeting for up to three (3) minutes. If comments are in Spanish or another language, they will be translated to English and such comments will be limited to six (6) minutes. The Board may limit the total time for public comment to a reasonable time. The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board meeting.

Access to Board Materials: A copy of the written materials which will be submitted to the School Board may be reviewed by any interested persons on New Los Angeles Charter School's website along with this agenda following the posting of the agenda at least 24 hours in advance of this meeting.

Disability Access: Requests for disability-related modifications or accommodations to participate in this public meeting should be made 24 hours prior to the meeting by emailing Dr. Xochitl Lira, Director of Operations xlira@newlosangeles.org. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

Agenda

1. Call to order
2. Public Comment
3. Consideration of Approval of Vendor Contract for Revolution Foods
4. Consideration of Approval of End-Year Stipends Related to Learning Loss
5. Closed Session
   Recess to Closed Session for Discussion and/or Action on the following items in accordance with the Brown Act, Government Code Section 54950 et esq., and the Education Code and pursuant to Government Code Section 54954.5. The closed session will be held pursuant to Section 54956.7 as follows:

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (Gov. Code section 54956.9(d)(2).): (one (1) case).

6. Adjourn

AGREEMENT TO PROVIDE MEALS

Receiving Sponsor: New Los Angeles Charter Schools
1919 S. Burnside Ave, Los Angeles, CA 90016

Meal Vendor: Revolution Foods, Inc.
16932 Valley View Avenue, La Mirada, CA 90638

This Agreement to Provide Meals ("**Agreement**" or "**Contract"**) dated June 28, 2021 is made by and between New Los Angeles Charter Schools ("**Partner**") and the Vendor ("**Vendor**" or "**Revolution Foods**"). Partner and Vendor may be individually referred to herein as a "Party" or collectively referred to as the "Parties."

A. **Services.** Vendor shall furnish to Partner the services, as fully described in the attached Exhibit "A" and incorporated into this Agreement by reference ("**Services**" or "**Statement of Work**").

B. **Term and Termination**

1. This Agreement will begin on July 1, 2021 and will end June 30, 2022 ("**Term")**.

2. The Parties may renew this Agreement for additional Terms, provided that no additional Term exceeds one (1) calendar year ("**Renewal Term**"). The first Term and any subsequent Renewal Term(s) are collectively referred to as the "Term" and are subject to the provision for early termination set forth below. At time of Vendor and Partner shall execute an addendum to this Agreement indicating the Renewal Term.

3. Either Party may terminate this Agreement for default:

   a. The non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have thirty (30) days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement for cause by giving fifteen (15) days additional written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Agreement.

   b. Immediately upon written notice if the party becomes insolvent or the subject of any other proceeding, receivership, liquidation or assignment for the benefit of creditors.

4. Either party may terminate this Agreement for convenience by giving sixty (60) days written notification to the other party, setting forth the reason and the effective date of termination.

5. Partner shall pay Vendor for Services provided through the effective termination date and all outstanding balances, not in dispute, within fifteen (15) days of the Termination Date.

C. **Payment Terms**

Vendor shall issue itemized electronic invoices by the tenth (10^{th}) calendar day of each month for Services provided during the previous month. Partner shall submit payment in such form as reasonably requested by Vendor within thirty (30) days of receipt of Vendor's invoice.

Vendor reserves the right to levy a seven percent (7%) interest rate (compounded monthly) or the maximum interest rate permitted by law, whichever is lower, on any and all balance(s) not in dispute and left unpaid on any invoice. For avoidance of doubt, failure to pay any invoice amount due is considered a material breach of this Agreement.

Partner shall provide written notice of invoice disputes no later than fifteen (15) calendar days of receipt of Vendor's invoice. Partner's failure to give notice of any invoice dispute within the stated timeframe shall constitute an unqualified waiver of all disputes or claims for the period the invoice covers.

No payment shall be made for meals affected by delivery or fulfilment errors if such delivery or fulfilment error affects Partner's claim for reimbursement, provided that Partner provides detailed written notice of spoiled or delivery or fulfillment errors no later than twenty-four (24) hours after the delivery. Partner shall preserve evidence of meals for inspection by Vendor. Partner's failure to give written notice of any delivery or fulfillment error within the stated timeframe shall constitute an unqualified waiver of all errors or claims for that period.

D. Compliance with Laws

1. Vendor shall maintain state and local health certifications for the facility where meals are prepared for the Term.

2. Vendor shall comply with the Buy American Provision.

3. Partner shall maintain all appropriate state and local health certifications for each Partner site Vendor provides Services for the Term.

4. Vendor and Partner will comply with all applicable Federal, State and local statutes and regulations with regard to the preparation and consumption of Meals.

5. Partner shall maintain responsibility for claiming reimbursement from the appropriate State agency for all meals served to children enrolled in Partner schools.

E. Monthly Menu Planning

1. No later than one (1) week prior to the end of each month, Vendor shall provide a monthly menu and menu documentation for the Meals scheduled to be served the following month. Menu documentation includes:

    - Monthly Menu Production Records - demonstrates compliance with National School Lunch Program meal patterns for grades PK, K-5, 6-8, 9-12 OR the Child and Adult Care Food Program meal patterns for ages 6-18 years.
    - Carbohydrate Report - to assist parents and staff in ordering for students with diabetes.
    - Allergen Report - tracks the eight commonly recognized allergen components (wheat, dairy, eggs, soy, shellfish, fish, peanuts, tree nuts) as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA).

2. Unforeseen circumstances may require that the Vendor occasionally make menu changes or provide substitutions in the Vendor's discretion. In the event such change or substitution is required, Vendor shall communicate the need in writing to Partner.

3. Partner shall keep on file a signed statement by a medical doctor or a recognized medical authority for students with special dietary needs.

4. Subject to an additional fee, Vendor shall accommodate special dietary needs only regarding food allergies resulting from the eight (8) major allergens as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA): dairy, soy, peanut, tree nut, fish, shellfish, egg, and wheat.

5. Partner shall provide all meals for students with special dietary needs other than those specifically provided for in this Agreement.

F. Records and Audit

1. Partner shall administer and manage all aspects of the application process for free and reduced price meals under the National School Lunch Program for all program participants.

2. Partner is responsible for all point of service meal counts and completion of all documents required by the applicable Child Nutrition Program, including making claims for reimbursements.

3. Vendor shall, in the event of an audit or administrative review of Partner's participation in a Child Nutrition Program for which the Vendor has provided meals, provide audit/administrative review document requisition support to Partner, provided that Partner notifies Vendor of the full and complete scope of the audit or administrative review within three (3) business days of receiving notice of the administrative review or audit.

4. Vendor shall retain all records pertaining to the nutritional components and quantities of meals provided to Partner during the Term ("**Records"**) for a period of three (3) years after the date of final payment made for Services provided under this Agreement ("**Retention Period**"). Partner may, upon written request and no later than sixty (60) days prior to the end of the Retention Period request that Vendor retain Records for a reasonable time beyond the Retention Period.

5. Vendor shall make Records available for inspection by Partner and State and Federal authorities upon written request.

G. Notices

All notices or reports permitted or required under this Agreement will be in writing and will be sent by email or personal delivery or reputable expedited delivery service with signature required. All such notices or reports will be deemed given upon receipt. Such notices shall be addressed to the Party concerned at the addresses set forth below.

Notices to Partner shall be sent to:
New Los Angeles Charter Schools
1919 S. Burnside Ave, Los Angeles, CA 90016
Attn: Emily Chatelain

Notices to Vendor shall be sent to:
Revolution Foods
Attn: Regional Partnership Manager
16932 Valley View Avenue, La Mirada, CA 90638
(Copy to: Legal Department, 985 3rd Street, Unit C, Oakland, CA 94607)

H. Confidentiality and Rights In Data

During the Term, Vendor may grant to Partner a nonexclusive right to access Vendor's confidential information ("**Confidential Information**"). As used in this Agreement, Vendor's Confidential Information shall mean any and all technical and non-technical information disclosed or provided to Partner by or on behalf of Vendor in written, oral or electronic form in connection with this Agreement. Confidential Information will include, without limitation: trade secrets as defined by law, strategic and product development plans, sales and training methods, financial statements, Service details,, project records, employee lists or compensation information, marketing plans, existing and/or contemplated recipes/menus/food development strategies or plans, management and business manuals, handbooks, forms, policies and procedures, ideas, and/or studies not generally made available to the public. Without limiting the foregoing and except for software provided by Partner, Partner specifically agrees that all software used by Vendor to provide Services, including without limitation, menu systems, accounting systems, and other software, are owned by or licensed to Vendor and not to Partner. Furthermore, Partner's access to or use of such software shall not create any right, title interest, or copyright in such software and Partner shall not retain such software beyond the termination of the Agreement. Any discovery, invention, software, or programs paid for by Partner shall be the property of Partner.

Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to Vendor's disclosure; (ii) becomes publicly known and made generally available after Vendor's

disclosure through no action or inaction of Partner; (iii) is already in Partner's possession at the time of Vendor's disclosure as shown by Partner's files and records immediately prior to Vendor's disclosure.

Partner shall not use the Confidential Information for any purpose other than performing this Agreement. Partner shall hold the Confidential Information in strict confidence, and shall take all reasonable precautions to protect the Confidential Information at all times from unauthorized disclosure, publication, or use, including, without limitation, using at least the same degree of care as it employs to protect its own Confidential Information of like nature (but in any event no less than a reasonable degree of care), acting in a manner consistent with Partner's obligations under this Agreement.

Unless otherwise required by law, subpoena or court order, Partner shall not disclose any of Vendor's Confidential Information, directly or indirectly, until such Confidential Information becomes publicly known and made generally available through no action or inaction of Partner. Unless otherwise required by law, subpoena or court order, Partner shall not photocopy or otherwise duplicate any Confidential Information without Vendor's prior written consent. Partner shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods to those of Vendor. Partner agrees to notify Vendor immediately in writing as soon as is practicable, upon any loss, misuse, misappropriation, or other unauthorized disclosure of the Confidential Information that comes to Partner's attention.

This provision shall survive termination of this Agreement. All Confidential Information shall remain the Vendor's exclusive property and Partner shall return all Confidential Information to Vendor upon termination of this Agreement. In the event of any breach of this provision, Vendor shall be entitled to all remedies, including an injunction or specific performance available at law or in equity.

I. Force Majeure and Inclement Weather

1. Force Majeure.

a. Neither Party shall be liable to the other for any unforeseeable interruption, delay, or failure to perform any covenant or promise contained in this Agreement caused directly by acts of God, network failures, acts of civil or military authorities, government orders, war, civil disturbances, energy crises, transportation contingencies, interruptions in third-party telecommunications, epidemics, pandemics, quarantines, or other catastrophes or occurrences which are reasonably beyond such Party's control; provided that any such delay or failure shall be remedied by such Party using commercially reasonable efforts as soon as possible after removal of the cause of such delay or failure. Disruptions to the supply chain that prevent performance by Vendor will be considered a force majeure event.

b. The Parties shall use reasonable care to protect against the effects of force majeure, and the Party seeking relief under this provision shall promptly notify the other Party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by force majeure have been removed.

c. Interruption, delay, or failure to perform any covenant or promise contained in this Agreement caused directly by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither Party shall recover any claim for damages from the other if that claim for damages is caused directly by force majeure.

2. Inclement Weather.

a. Partner shall contact Vendor's Client Project Manager in writing to report inclement weather-related interruptions to Service, including multiple day events.

b. For meals properly cancelled by 10 a.m., the day preceding the scheduled day of delivery, Vendor shall credit Partner for all meals cancelled. Vendor shall assume that Service will occur on a given day if it is not cancelled.

c. Vendor may, in the interest of safety, alter routes, delivery times, and menus at Vendor's discretion during Inclement Weather.

J. Indemnity and Limitation of Liability

1. **Partner.** Partner shall defend, indemnify and hold harmless Vendor, its directors, officers, employees, suppliers, successors, and assigns from and against all liabilities, losses, damages, expenses, charges and fees (including reasonable attorney's fees) sustained or incurred by Vendor in connection with third-party claims arising out of or attributable to: (i) any breach of this Agreement by Partner; (ii) any breach of applicable law or regulation by Partner or Partner Workers; (iii) any negligence or willful misconduct by Partner or any of Partner Workers, in the performance of this Agreement; or (iv) any allegations that Services and/or Work Product infringes any third-party's intellectual property right, including without limitation, a copyright, patent or a trademark.

2. **Vendor.** Vendor shall defend, indemnify and hold harmless Partner, its directors, officers, employees, suppliers, successors, and assigns from and against all liabilities, losses, damages, expenses, charges and fees (including reasonable attorney's fees) sustained or incurred by Partner in connection with third-party claims arising out of or attributable to: (i) any breach of this Agreement by Vendor; (ii) any breach of applicable law or regulation by Vendor, or (iii) any negligence or willful misconduct by Vendor or its employees or contractors, as applicable, in the performance of this Agreement.

3. Excluding each Party's obligations above, if any Party incurs indemnification obligations under this section; or any expenses, damages, or other liabilities in connection with this Agreement, such Party's liability to the other Party shall not exceed the payments actually paid to the Vendor over the previous twelve (12) months. In no event will any Party be liable for any special, incidental, consequential, indirect damages, or damages for lost profits arising in any way out of this Agreement, however caused and on any theory of liability.

K. Insurance. The Parties to this Agreement will each maintain commercial general liability insurance for one million dollars ($1,000,000) or more for each occurrence and two million dollars ($2,000,000) or more in the aggregate. Coverage shall not be canceled or modified without providing thirty (30) days prior written notice to the other. Each party shall provide the other with an insurance certificate naming the other as additional insured under this policy within thirty (30) days of the date of this Agreement.

L. Severability. If any provision of this Agreement should be held invalid or unenforceable, then that provision only shall be modified to the extent necessary to make such provision valid and enforceable. All other provisions shall be unaffected and shall remain in full force and effect, to the extent consistent with the intent of the Parties as evidenced by this Agreement as a whole.

M. **Survival of Certain Terms.** The provisions of this Agreement which, by their nature should survive, shall survive expiration or termination of this Agreement for any reason.

N. Waiver. All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

O. Entire Agreement; Modification and Amendment

1. This Agreement constitutes the final, complete and exclusive agreement of the Parties with respect to the matters addressed in it and supersedes all prior and contemporaneous agreements, communications, negotiations or understandings between the Parties with respect to the matters addressed in it.

2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If changes in Federal or State law, or their implementing regulations require any provision(s) of this Agreement to be modified, such modification shall automatically be incorporated into and made part of this Agreement on the effective date of such required change.

3. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties.

4. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

P. **Cooperation of the Parties.** The Parties agree to cooperate fully, work in good faith, and mutually assist each other in the performance of this Agreement, and shall work to resolve problems associated with this agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary or desirable.

Q. **Assignment.** Partner may not assign its rights or obligations under this Agreement without the prior written consent of Vendor. Vendor may transfer or assign this Agreement or any of its rights and obligations, in whole or in part, without Partner's consent, to any third party with which it merges, or consolidates, or to which it transfers all or substantially all of its assets.

R. **Choice of Law.** This Agreement shall be construed and governed by the laws of the State of California. Any lawsuit relating to this Agreement shall be instituted in a state or federal court in the Northern District of California, and the Parties irrevocably consent and waive all objections to the jurisdiction of any such court.

S. **Section Headings.** Section headings or titles are for convenience only and shall have no substantive effect in the interpretation of this Agreement.

The Parties whose signatures are affixed below are fully authorized to and have executed this Agreement:

New Los Angeles Charter Schools		**Revolution Foods, Inc.**	
By:		By:	
Name:		Name:	ALVIN CRAWFORD
Title:		Title:	SVP OF SALES AND CUSTOMER SUCCESS
Date:		Date:	

Attachments: Exhibit A: Scope of Work

Exhibit A: Scope of Work

This Scope of Work #1 ("**SOW #1**") is effective **June 28, 2021** (the "**SOW #1 Effective Date**"), and is made by and between Partner ("Partner"), and **Revolution Foods, Inc.** ("Vendor"). Partner and Vendor are each individually referred to herein as a "**Party**" and collectively as the "**Parties**".

1. **Governing Agreement.** This SOW #1 constitutes a "**Scope of Work**" under that certain Agreement to Provide Meals by and between the Parties, dated **June 28, 2021,** (the "**Agreement**"). This SOW #1 and the Services contemplated include, and are subject to, the terms and conditions of the Agreement, which are incorporated by reference. Should any provision in this SOW conflict with any of the provisions in the Agreement, the Agreement shall control unless such conflicting provision specifically states otherwise.

2. **Scope of Services.** Vendor shall provide to Partner, meals compliant with the National School Lunch Program and the Child and Adult Care Food Program nutrition standards established by the United States Department of Agriculture (USDA) ("**Meals**") as specified below with such specific reasonable requirements as the Parties may mutually agree upon from time to time during the Term.

☒ Breakfast under the National School Lunch Program
☒ Lunch under the National School Lunch Program
☒ Snack under the National School Lunch Program
☒ Supper under the Child and Adult Care Food Program

a. **Site List.** Vendor shall provide Meals to the following sites ("**Site**"):

Site Name	Site Address	Start Date	Enrollment
New Los Angeles Charter School	1919 S. Burnside Ave, Los Angeles, CA 90016	8/16/2021	333
New Los Angeles Elementary School	5421 Obama Blvd, Los Angeles, CA 90016	8/16/2021	233

b. Meal Ordering and Meal Components

i. The number of meals prepared by Vendor will be determined by the quantity ordered by Partner. Partner shall place orders for Meals, including sack lunches for field trips, each week no later than 5:00 p.m. of each Tuesday for the following week of service. Partner shall place orders using Vendor online ordering system.

ii. Offer vs. Serve: Vendor will provide breakfast and lunch meals following Offer vs. Serve (OVS), a system designed to reduce waste and give students greater flexibility and choice. Vendor will monitor lunch fruit and vegetable quantities to ensure there is enough fruit and vegetables for all students who wish to partake, while reducing the amount of unnecessary waste and/or leftovers. Fruits and vegetables provided during lunch service are intended to be consumed during the specified meal and shall not be used for other programs and activities.

iii. For each Meal ordered, Vendor shall provide:

- Entrées in individual portions packaged with vegetables
- Fresh fruits in bulk
- White milk, choice of 1% or nonfat
- Chocolate milk, nonfat, offered two (2) days per week for lunch only
- Condiments as designed with the meal

c. Holidays

Vendor shall not be responsible for providing Meals on the following holidays. Vendor will notify Partner should holidays change.

- September 7, 2020 – Labor Day
- November 26, 2020 - Thanksgiving
- December 25, 2020 – January 1, 2021 - Winter break
- January 18, 2021 - Martin Luther King Jr. Day
- May 31, 2021 - Memorial Day
- July 4, 2021 - Independence Day

d. Delivery and Service of Meals

i. Vendor will transport meals from the preparation site to two (2) school sites 5 times per week. The delivery time will be agreed upon by both Parties.

ii. Vendor shall maintain the proper temperature of the meal components until Partner accepts delivery. Thereafter, Partner will be responsible for maintaining the proper temperature of the meal components until they are consumed.

iii. Vendor will provide all equipment necessary to transport Meals to Partner.

iv. Partner will provide all personnel necessary to accept delivery, serve, and supervise the consumption of Meals.

v. Meals shall be consumed pursuant to Vendor's specifications and during the specified meal service only. Vendor's Meals are not intended or labeled for retail sale.

e. Pricing. Partner shall pay the prices listed below for the Term.

Meal	# of service days	Est. quantity per service day	Price per Meal
Breakfast	175	56	$2.19
Lunch	175	180	$3.59
Snack	175	500	$0.92
Supper	175	67	$3.49
Summer Breakfast	19	90	$2.19
Summer Lunch	19	90	$3.59

i. Pricing is based upon this SOW and, as applicable, federal laws and regulations governing certain commodities. Should this SOW be modified or amended per the Agreement or if such federal laws and regulations materially change, Vendor will adjust pricing to compensate for such changed circumstances. To the extent permitted by law, pricing shall remain confidential between Partner and Vendor.

ii. There shall be no competitive food and beverage sales during the times Vendor provides Services. Competitive foods are defined as meals, meal components, snacks, etc., served, but not provided by Vendor during the times Vendor provides Services. A breach of this section shall result in payment of lost profits to Vendor for such meals.

iii. Changes to requirements made by National School Lunch Act or the National School Lunch Program shall result in an appropriate adjustment, including an increase in pricing as dictated by the change in regulations.

f. Fees. Fees outlined below shall apply to each Site. Fees shall be paid from Partner's general funds and not from the non-profit school food service account.

i. Calendar Management

a. Failure of Partner to provide Vendor with a school calendar at least thirty (30) days before the first date of the Term or Renewal Term Vendor begins providing Services will result in a $250 fee. At a minimum, the school calendar shall include ALL non-service days for the school year, including:

- Holidays/school closures
- Field trip days
- Days when Meals will not be served or meal participation will be less than 50% of the amounts specified above (include minimum days, testing days, etc., as appropriate).

b. At least thirty (30) days before Vendor begins providing Services, Partner shall block out non-Service days in Vendor's online ordering system for each site Vendor will provide Services. If Partner fails to block out a non-service day and Vendor blocks out such day on behalf of Partner, Vendor shall charge $250 for each site.

ii. New Order Placements and Order Increases after Deadline

a. For the first three orders placed or increased after Tuesday 5:00 p.m., Partner shall pay an additional $50.00 per order, per Site. Thereafter, any order placed after Tuesday at 5:00 p.m. shall incur an additional $100.00 per order, per Site charge.

b. Partner acknowledges and accepts that all late orders are subject to product availability. Vendor may decline to provide meals or suggest an alternative meal if the requested meal is not available.

iii. Order Cancellation or Decrease. Subject to the Force Majeure and Inclement Weather provisions, Partner shall pay the full applicable meal price for any order cancellations or decreases made later than 48 hours after the order deadline.

iv. Order Adjustments. Partner shall pay a convenience fee of no more than 10% per Meal for changes made after Tuesday 5:00 p.m. that affect operations, but do not result in an increase or decrease in the number of Meals ordered (e.g., decreasing lunch meal orders by 50 meals and adding 50 field trip meals).

v. Supplies. Any additional supplies (e.g., utensils, napkins, trays) ordered by Partner shall be charged to Partner at full case value.

3. **Execution.** This SOW #1 may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

ACCEPTED AND AGREED TO:

New Los Angeles Charter Schools		**Revolution Foods, Inc.**	
By:		By:	
Name:		Name:	ALVIN CRAWFORD
Title:		Title:	SVP OF SALES AND CUSTOMER SUCCESS
Date:		Date:	