

AGREEMENT TO PROVIDE MEALS

Between Revolution Foods, Inc. and Holyoke Community Charter School

Meal Vendor: Revolution Foods, Inc. 50-60 Parkway Pl. Edison, NJ 08837	
Receiving Sponsor: Holyoke Community Charter School 2200 Northampton St, Holyoke, MA 01040	
Agreement Number:	Vendor Number:

This agreement made this June 27, 2016 between the Meal Vendor, Revolution Foods, Inc., hereinafter referred to as Revolution Foods and the receiving sponsor, Holyoke Community Charter School, hereinafter referred to as Holyoke, is created for the purpose of providing: (check all that apply)

- 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

It is hereby agreed that:

A. Statement of Work

Revolution Foods will provide meals to Holyoke that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the National School Lunch Program and the Child and Adult Care Food Program. Holyoke will be responsible for claiming reimbursement from the appropriate State agency for all meals served to children enrolled in Holyoke schools.

Both Revolution Foods and Holyoke will comply with all applicable Federal, State and local statutes and regulations with regard to the preparation and consumption of meals which meet the National School Lunch Program and the Child and Adult Care Food Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by Revolution Foods and Holyoke with bearing to the agreement will be open to inspection by proper Federal, State, and local authorities in accordance with applicable statutes and regulations.

Additional details on Revolution Foods operating procedures can be found in the School Handbook.

A.1. Meal Ordering and Meal Components

- a. The number of meals prepared by Revolution Foods will be determined by the quantity ordered by Holyoke. Holyoke will notify Revolution Foods of the quantity needed for each week no later than 5:00 p.m. of each Tuesday for the following week of service. Holyoke will place orders using Revolution Foods online ordering system.
- b. Revolution Foods will provide the following in sufficient quantity for the number of meals ordered:
 - Entrées and vegetables will be provided in individually packaged portions
 - Sides including fruit will be provided in bulk
 - Utensils
 - Napkins
 - Serving utensils as needed
 - Paper trays/boats for bulk lunch vegetable service
 - Condiments as designed with the meal

*Holyoke shall provide milk as required for a compliant meal following the National School Lunch Program

- c. **Field Trips:** Revolution Foods will provide Holyoke with sack lunches for field trips when requested at the standard order time of no later than 5:00 p.m. of each Tuesday for the following week of service.
- d. **Offer vs. Serve:** Revolution Foods will provide breakfast and lunch meals following Offer vs. Serve (OVS), a system designed to reduce waste and give students greater flexibility and choice. Revolution Foods 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.
- e. **Special Scheduling:** Special scheduling of meal serving times will require two weeks advance notice. Fees may apply.
- f. Refer to Section C – Meal Price and associated assumptions, and Section D – Fees.

A.2. Delivery and Service of Meals

- a. Revolution Foods will transport meals from the preparation site to the school site. The delivery time to Holyoke will be agreed upon by both parties.
- b. Revolution Foods will provide all of the equipment necessary to transport the meals to Holyoke. Holyoke shall make available for next day pickup any and all property owned by Revolution Foods.
- c. Holyoke will provide all personnel necessary to accept delivery, serve, and supervise the consumption of meals.
- d. See attached Exhibit A: Sites Where Program Will Operate.

A.3. Equipment and Care of Meals

- a. Revolution Foods will be responsible for the condition and care of meals until Holyoke accepts delivery and, thereafter, Holyoke will be responsible for maintaining the proper temperature of the meal components until they are consumed.
- b. Revolution Foods will provide two refrigerators, owned by Revolution Foods, to hold meals at food safe temperatures. Holyoke shall be responsible for installing appropriate electrical outlets. See attached Exhibit C: Memorandum of Understanding for Equipment.
- c. Holyoke shall clean and return all equipment in the event service ends.
- d. Other than equipment listed above and in the attached Exhibit C, Holyoke shall be responsible for providing all equipment at Holyoke location(s) needed for Revolution Foods to provide Services.

A.4. Holidays

Revolution Foods will not provide food service for the following holidays. Revolution Foods will notify Holyoke should holidays change. Revolution Foods may offer a shelf stable meal for any or all of these listed holidays and will work with interested parties to make specific arrangements.

- November 24-25, 2016 – Thanksgiving
- December 26-30, 2016 – Winter Holiday
- January 16, 2017 – Martin Luther King Jr. Day
- May 29, 2017 – Memorial Day
- July 4, 2017 – Independence Day

A.5. Monthly Menu Planning

- a. No later than one (1) week prior to the end of each month, Revolution Foods will provide to Holyoke a monthly menu covering the meals to be served for the following month. Revolution Foods will provide menu documentation no later than one (1) week in advance of service upon written request. This will include:
 - Monthly Menu Portion Detail to demonstrate compliance with Meal Patterns: National School Lunch Program for grades PK, K-5, 6-8, 9-12, and the Child and Adult Care Food Program for ages 6-12+ years.
 - Carbohydrate Report to assist parents and staff in ordering for students with diabetes.
 - Allergen Report tracking 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) to assist staff in ordering for special meal accommodations.
- b. Menu changes or substitutions may be required due to unforeseen circumstances; in the event a substitution is required, Revolution Foods will communicate the need in writing.
- c. Students with special dietary needs must have on file a signed statement by a medical doctor or a recognized medical authority. Revolution Foods can provide a vegetarian and a dairy-free meal alternative. Revolution Foods is not capable of modifying texture, providing items outside of those we source (i.e. nutritional supplements), or changing the nutritional profile of individual menu items or foods to meet any of the needs associated with disabilities. These types of accommodation must be addressed at the school level, by Holyoke. As mutually agreed upon, there may be an additional charge for meal accommodations outside the vegetarian and dairy-free meal alternatives.

A.6. Records and Audit

- a. Holyoke will conduct the free and reduced-price application process, including the distribution, review, approval, and verification of applications for the sites belonging to Holyoke. All applications and eligibility requirements will be handled at the site by Holyoke. Holyoke 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.
- b. Revolution Foods will maintain all necessary records on the nutritional components and quantities of the meals delivered to Holyoke and make said records available for inspection by Holyoke, State and Federal authorities upon written request. Revolution Foods will retain records for a period of three years from the date of final payment hereunder; except that if any audit finding has not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.
- c. Revolution Foods will provide to Holyoke document requisition support in the event of an audit by the State Department of Education, or local governing entity for reimbursable Child Nutrition Programs, including Administrative Review circumstances. Holyoke shall be responsible for notifying Revolution Foods within three (3) business days of receiving any information from a State Agency of an audit, technical assistance or other action. Holyoke shall be responsible for forwarding the complete written notification from the governing entity so that Revolution Foods is positioned to best support the requisition request and tailor the support to exactly what is required. Typical document requisition in a formal audit includes support with menus, production records, recipes, labels and product formulation statements.

A.7. Licenses and Permits

- a. Revolution Foods will prepare meals at a site that maintains the appropriate state and local health certifications for the facility, and will maintain certification at all times.

- b. Holyoke shall have state or local health certifications as needed for each of their school sites and shall maintain certification for the duration of the agreement.

B. Agreement Period

As allowed by Federal procurement guidelines, contracts may be renewed by mutual agreement for up to four additional one-year periods (a.k.a. Option Years) following the Base Year, with price negotiable. At time of renewal, both Revolution Foods and Holyoke shall execute an agreement addendum/amendment stating the extended agreement period.

Base Year: This agreement will begin July 1, 2016 and will end June 30, 2017.

C. Meal Price

Revolution Foods will charge Holyoke the following:

Meal Exclusive of Milk*	# of Full Serving Days	Average Minimum # of Meals per Day	Price per Meal
Breakfast, cold unitized	180	500	\$1.40
Lunch	180	600	\$2.38

*Holyoke shall provide milk as required for a compliant meal following the National School Lunch Program

C.1 Assumptions

Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitation, changes to the following assumptions, the financial terms of the Agreement shall be adjusted to compensate for such change through a formal contract revision or addendum. All pricing arrangements will remain confidential between Holyoke and Revolution Foods.

- a. Changes in Holyoke’s policies, practices and service requirements shall result in an appropriate adjustment.
- b. The annual number of full serving days shall not be less than the numbers specified above.
- c. Menu patterns follow the National School Lunch Program for grades PK, K-5, 6-8, 9-12, and the Child and Adult Care Food Program for ages 6-12+ years.
- d. Under Offer vs. Serve, fruits and vegetables provided during breakfast and lunch to each school are enough such that any student receiving a lunch may have the fruit and/or vegetable if so desired. Revolution Foods will monitor fruits and vegetables consumption and minimize the amount of extra fruits and vegetables provided. Fruits and vegetables are intended to be consumed during the specified meal and shall not be used for other programs and activities.
- e. There shall be no competitive food and beverage sales during the meal service times for breakfast, lunch, snack and/or supper. Competitive foods are defined as all foods not provided by Revolution Foods during the assigned meal period for the duration of the contract. Suspended service shall result in damages paid to Revolution Foods in the amount equal to the average minimum number of meals per day multiplied by the number of days of suspended service multiplied by the price per meal affected.
- f. Holyoke and its representatives, including principals, teachers and staff, shall fully cooperate with Revolution Foods in the implementation of the food program.
- g. Legislation, regulations and reimbursement rates that create changes in the nonprofit food service shall remain consistent.
- h. The government reimbursement rates in effect as of July 1 shall remain consistent throughout the year.

- i. Changes to meal components and quantities required by the National School Lunch Act or the National School Lunch Program shall result in an appropriate adjustment.
- j. See Exhibit A: Sites Where Program Will Operate. This list may be added to or deleted from as appropriate upon mutual agreement.
- k. Revolution Foods meals are not intended or labeled for retail sale.

C.2 Economic Price Adjustment and Price Negotiation

At the end of each term, the contract may be renewed in which the meal price will be adjusted, at a maximum, no more than 50% of the Consumer Price Index for all Urban Consumers (CPI-U) for Food Away from Home.

D. Fees

Fees described below shall apply to each affected delivery site location(s) as listed in Exhibit A: Sites Where Program Will Operate.

D.1. Calendar Management

- a. Holyoke shall provide Revolution Foods with a calendar for the school year no later than thirty (30) days prior to the beginning of service. Failure of Holyoke to provide Revolution Foods with the calendar thirty (30) days prior to the beginning of service will result in a \$50 fee. Failure to provide the calendar prior to the service start date will result in a \$250 fee. At a minimum, the calendar shall provide the following:
 - Field trip days
 - Minimum days
 - Testing days
 - Days in which meal participation is expected to be less than 50% of the norm
 - Days in which meals will not be ordered and the reason
- b. Holyoke shall block out non-service off-days accordingly for each site no later than thirty (30) days prior to the beginning of service using the systems and tools provided by Revolution Foods' online ordering system. Revolution Foods may block out non-service off-days on behalf of Holyoke and will charge a \$250 fee.
- c. Holyoke shall notify Revolution Foods of additional events not captured on the initial calendar in which meal times or normal operations may be affected for the following month. For example, Holyoke shall notify Revolution Foods by September 1st for events occurring in October. Failure of Holyoke to notify Revolution Foods of additional events will result in a fee equal to 50% of the meal price times the average minimum number of meals per day as listed in Section C for the applicable meal. If the average minimum number of meals per day is a combined minimum across multiple delivery sites, the number shall be divided evenly across sites for the purpose of this calculation only.

D.2. New Order Placement after Deadline

- a. New orders placed after the stated deadline of Tuesday 5:00 p.m. will be charged the following:
 - First time orders placed after the deadline will not incur an additional charge.
 - Late order placements occurring the second and third time will incur a \$50 charge.
 - Late order placements occurring on/after the fourth incident will incur a \$100 charge.
- b. As a valued partner, Revolution Foods will do its best to accommodate the request. All late orders are subject to product availability – Revolution Foods may suggest an alternative meal if the requested meal is not available.

D.3. Order Increase

- a. Order increases made after the stated deadline of Tuesday 5:00 p.m. will be charged the full applicable meal price listed in Section C plus an additional \$50.
- b. Revolution Foods will do its best to accommodate the request. Order increases are subject to product availability – Revolution Foods may suggest an alternative meal if the requested meal is not available.

D.4. Order Cancellation or Decrease

Because our food is prepared fresh daily, Revolution Foods reserves the right to charge either a portion or the full price per meal for any order cancellations or decreases.

- a. Revolution Foods understands that extenuating circumstances may occur in which Holyoke shall have a need to decrease the number of meals ordered. Revolution Foods will partner with Holyoke to accommodate order decreases that occur after the stated deadline of Tuesday 5:00 p.m. in which meals are not needed within 48 hours. The order decrease shall not exceed 50% of the original order.

Order decreases occurring on/after the fourth incident will incur the full applicable meal price listed in Section C plus an additional 10% surcharge.

- b. For cancellations and decreases that that occur after the stated deadline of Tuesday 5:00 p.m., and within 48 hours of when meals are to be delivered:
 - First time order cancellations and decreases will be charged 50% of the applicable meal price listed in Section C.
 - Second time order cancellations and decreases will be charged the full applicable meal price listed in Section C.
 - Order cancellations and decreases occurring on/after the third incident will incur the full applicable meal price listed in Section C plus an additional 10% surcharge.

D.5. Convenience Fee

Revolution Foods reserves the right to charge a convenience fee of up to 10% per meal for changes after the stated deadline of Tuesday 5:00 p.m. that affect operations, but do not result in an increase or decrease in the number of meals originally ordered. An example of this may be changing regular lunch meals ordered to fieldtrip lunches.

D.6. Supplies

As stated in Section A, Revolution Foods will provide the necessary utensils, napkins, paper supplies and condiments in sufficient quantity for the number of meals ordered. Any depletion of supplies outside the meal program will be charged to Holyoke at full case value.

E. Payment Terms

Revolution Foods will issue itemized electronic invoices for the full cost of the breakfast, lunch, snack and/or supper, plus any additional items ordered, including, but not limited to, milk, snack items, additional utensils, supplies, etc., and any other applicable fees. Holyoke shall submit payment to Revolution Foods in such form as required by Revolution Foods within thirty (30) days of receipt of Revolution Foods invoice.

Revolution Foods reserves the right to charge up to a seven percent interest rate (compounded monthly) on any balance left unpaid on an invoice. No food service account funds shall be used for payment of interest or late fees. For avoidance of doubt, failure to pay an invoice is considered a material breach of this agreement.

No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, do not meet the specifications, or do not otherwise meet the requirement of the agreement. However, no deduction will be made unless Holyoke provides to Revolution Foods in writing of the meal service for which the deduction is to be made, specifying the number of meals for which Holyoke intends to deduct payment and setting forth the reasons for the deduction. Holyoke shall provide such notice no later than twenty-four hours after the date the meal was served. Holyoke shall keep evidence of food items for inspection by Revolution Foods. Credit may be withheld without proper evidence.

F. Confidentiality and Rights In Data

During the term of this agreement, Revolution Foods may grant to Holyoke a nonexclusive right to access certain proprietary materials of Revolution Foods, including signage, food service surveys and studies, allergen and carbohydrate reports, management guidelines and procedures, operating manuals, software (both owned by and licensed by Revolution Foods), and similar compilations regularly used in Revolution Foods' business operations (trade secrets). Holyoke shall not disclose any of Revolution Foods' trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. Holyoke shall not photocopy or otherwise duplicate any such material without the prior written consent of Revolution Foods. All trade secrets and other confidential information shall remain the exclusive property of Revolution Foods and shall be returned to Revolution Foods immediately upon termination of the agreement. Holyoke shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the forgoing and except for software provided by Holyoke, Holyoke specifically agrees that all software associated with the operation of the service, including without limitation, menu systems, accounting systems, and other software, are owned by or licensed to Revolution Foods and not Holyoke. Furthermore, Holyoke's access or use of such software shall not create any right, title interest, or copyright in such software and Holyoke shall not retain such software beyond the termination of the agreement. In the event of any breach of this provision, Revolution Foods shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.

Unless otherwise required by law, subpoena or court order, Holyoke shall not disclose any of Revolution Foods' trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. Unless otherwise required by law, subpoena or court order, Holyoke shall not photocopy or otherwise duplicate any such material without the prior written consent of Revolution Foods.

Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure.

Any discovery, invention, software, or programs paid for by Holyoke shall be the property of Holyoke.

This provision shall survive termination of this agreement.

G. Indemnity

Revolution Foods agrees to defend, indemnify and hold harmless Holyoke and its directors, officers and employees for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of Revolution Foods in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.

Holyoke agrees to defend, indemnify and hold harmless Revolution Foods and its directors, officers and employees for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of Holyoke in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.

H. Limitation of Liability

Excluding either party's obligations in Section G above, in the event either party incurs any expenses, damages or other liabilities in connection with the performance or non-performance of any term or provision hereof or otherwise incurs indemnification obligations under this section, such party's liability to the other party shall not exceed the payments actually paid to Revolution Foods over the previous twelve months. In no event will either party be liable for any special, incidental, consequential or indirect damages or damages for lost profits arising in any way out of this Agreement, however caused and on any theory of liability. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the failure of essential purpose of any remedies available to either party.

I. Insurance

Holyoke will keep and maintain commercial general liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate. If requested, Holyoke will provide Revolution Foods with proof evidencing insurance in the amount, and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to Revolution Foods.

Revolution Foods will keep and maintain commercial general liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for any liability resulting from incidents of improper product preparation, contamination or transport and will provide Holyoke with a certificate, upon request, evidencing insurance in the amount, naming Holyoke as an additional insured and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to Holyoke.

J. Termination

1. Either party may terminate this agreement for cause:
 - a. Upon fifteen (15) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or
 - b. Immediately if either party becomes insolvent or becomes the subject of any other proceeding, receivership, liquidation or assignment for the benefit of creditors.
2. Either party may terminate this agreement at any time by giving sixty (60) days written notification to the other party, setting forth the reason and the effective date of termination. Upon such termination, Holyoke and Revolution Foods shall make settlement of all amounts due hereunder as follows.
3. The following shall occur upon termination, whether by cause or convenience:
 - a. Revolution Foods shall be paid according to the invoice issued to Holyoke for all meals and services provided through the effective termination date of service.
 - b. Holyoke shall pay Revolution Foods all outstanding balances, not in dispute, within fifteen (15) days of the effective date of termination.
 - c. For payments in dispute, Holyoke and Revolution Foods shall determine on a case-by-case basis the most equitable solution to both parties.
 - d. The total sum to be paid to Revolution Foods shall not exceed the total agreement price plus settlement costs, reduced by the amount of payments otherwise made, and the agreement price of work not terminated.
 - e. Holyoke will return all equipment owned by Revolution Foods immediately upon stoppage of service.

K. Force Majeure

Neither Revolution Foods nor Holyoke shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure”. As used in this agreement, “force majeure” means acts of God; acts of the public enemy; acts of a governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes, or illegality.

If any of the above causes an inability for Revolution Foods to deliver meals, Holyoke will not be responsible for the cost of undelivered meals. However, Revolution Foods may suggest an alternative meal solution e.g. delivery from a local sandwich shop, in which case, Holyoke shall be fully responsible for payment of the alternate meal solution unless otherwise noted. Holyoke shall also be fully responsible for meals delivered but damaged by any of the above causes.

L. Severability

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

M. Survival of Certain Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination or expiration date of the agreement shall survive such termination or expiration date and shall be enforceable as provided herein.

N. Modification and Amendment

This agreement is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

O. Cooperation of the Parties

Revolution Foods and Holyoke agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this agreement. In connection herewith, the parties shall meet 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.

Any material changes to contract requests will require a formal contract revision or addendum and prices will be adjusted accordingly.

P. Assignment

In the event all or substantially all of Revolution Foods’ assets are acquired by another company, Revolution Foods shall notify Holyoke in writing. Within 30 days, Holyoke has the right to continue service under the guidance of the acquirer, or terminate the agreement, effective immediately.

Q. Choice of Law

This agreement shall be construed under the laws of the State of Massachusetts.

R. Section Headings

The section headings or titles are for convenience only and shall have no substantive effect in the interpretation of the agreement.

The parties hereto are fully authorized and have executed this agreement:

Name and Title of Revolution Foods Official	Telephone Number
Rhonda Lesinski, Executive Vice President	(510) 596-9024
Signature of Revolution Foods Official	Date
Name and Title of Holyoke Official	Telephone Number
Signature of Holyoke Official	Date

Attached Exhibits:

- A. Sites Where Program Will Operate
- B. Inclement Weather Policy
- C. Memorandum of Understanding: Equipment
- D. Memorandum of Understanding: Day Ahead and Dark Drop Delivery

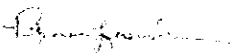

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Name and Title of Revolution Foods Official	Telephone Number
Rhonda Lesinski, Executive Vice President	(510) 596-9024
Signature of Revolution Foods Official 	Date 06/28/2016
Name and Title of Holyoke Official	Telephone Number
THOMAS G. PARVIN, Operations Director	413-533-0111 EXT. 240
Signature of Holyoke Official 	Date 6/28/16

Attached Exhibits:

- A. Sites Where Program Will Operate
- B. Inclement Weather Policy
- C. Memorandum of Understanding: Equipment
- D. Memorandum of Understanding: Day Ahead and Dark Drop Delivery

**EXHIBIT A:
SITES WHERE PROGRAM WILL OPERATE**

Site Name	Site Address	Enrollment
Holyoke Community Charter School	2200 Northampton St, Holyoke, MA 01040	702

**EXHIBIT B:
INCLEMENT WEATHER POLICY**

Revolution Foods operational contingency for the occurrence of weather related delays and cancellations are outlined below.

A. Inclement Situations

1. Forecasts Calling for Next Day Inclement Weather

Schools must contact the Revolution Foods' designated contact via telephone or email (in non-urgent cases) to report possible weather interruptions.

For All Schools Initiating Weather Closure Process – Revolution Foods will offer to refund the cost of the meals ordered *if cancelled by 10AM preceding the day of service.*

***Meals cancelled between 10AM and 5PM the previous day will receive a 50% refund.**

**** For day-ahead deliveries in Massachusetts, if Revolution Foods has either already delivered meals or is en-route to deliver meals before the 10am cancellation deadline, the school will not be responsible for payment of meals delivered.**

2. Local Announcement that School(s) will Remain Closed For Consecutive Days

Schools must contact Revolution Foods each day of closure by 10 AM to determine plans for the following day and to discuss the upcoming menus and delivery schedule for the when classes resume. The same weather related order cancellation and refund policy applies. Menus are subject to change.

B. Communication to School Administrators

To best serve students' needs, all communication to Revolution Foods regarding cancellation of planned meal services must be made in email/writing to the designated Revolution Foods contact. In the event that the school is open but road conditions are poor, Revolution Foods will do everything in its power to ensure that students have access to healthy, fresh meals in time for normal meal service. To do so, Revolution Foods reserves the right to alter routes and delivery times at its discretion. Revolution Foods team will work with Holyoke closely to ensure coordinated delivery in this instance.

**EXHIBIT C:
MEMORANDUM OF UNDERSTANDING – EQUIPMENT**

Both Revolution Foods and Holyoke to the following provisions regarding equipment provided by Revolution Foods, henceforth known as "Equipment."

- 1.) Revolution Foods will provide Holyoke with two (2) Refrigerators.
- 2.) Holyoke may request an extension of the rental term, via email or written correspondence, as long as the request is made 30 days to the end of the original term.
- 3.) Failure to return Equipment on time will result in charges of \$100.00 per item every month.
- 4.) Holyoke agrees to return Equipment to Revolution Foods in working condition and without damage, or be subject to cover the cost of the repairs or replacement of Equipment.
- 5.) Holyoke shall operate Equipment as per the Manufacturer's instructions, keep it clean and shall not alter Equipment in any way.
- 6.) Holyoke shall immediately notify Revolution Foods when Equipment is not in good working order. Revolution Foods will be responsible for coordinating any necessary repair work for the term of the rental.
- 7.) Damage to rental will result in Holyoke being required to pay the full purchase price for replacement of Equipment.
- 8.) Revolution Foods shall inspect Equipment twice per academic school year to ensure Equipment is in good condition and operating accordingly.
- 9.) Revolution Foods will not be responsible for any damage (to persons or property) caused by use of Equipment.

Invalidity or unenforceability of one or more provisions of this agreement shall not affect any other provision of this agreement.

**EXHIBIT D:
MEMORANDUM OF UNDERSTANDING – DAY AHEAD AND DARK DROP DELIVERY**

Revolution Foods, and Holyoke, henceforth known as “Partner,” agree to receive meals the day before meal service. Below is an overview of the details:

Revolution Foods’ Responsibilities	Partner Responsibilities
<p><u>Access</u></p> <ul style="list-style-type: none"> • Perform background checks on all drivers and sign requested security agreements to ensure security. • Conduct at least one “practice” delivery in order to gain familiarity with school and delivery needs. • Revolution Foods will maintain a key log and have the school administrator to sign confirming key designation to Revolution Foods. • Revolution Foods shall ensure doors are closed properly and securely. 	<p><u>Access</u></p> <ul style="list-style-type: none"> • Provide Revolution Foods with two keys to the building and access instructions. (Example: “My driver will go to the second door in the back of the building and enter code 2345.”) • Ensure doors are closed properly and securely to prevent pilferage.
<p><u>Paperwork</u></p> <ul style="list-style-type: none"> • Place packing slip and production records in a designated area. • Retrieve all signed paperwork; file for use in necessary audits. 	<p><u>Paperwork</u></p> <ul style="list-style-type: none"> • Assign a designated area for paperwork to be left. • Sign the forms either upon delivery OR upon arrival the following morning. • Place signed forms in the designated area for pick up.
<p><u>Storage</u></p> <ul style="list-style-type: none"> • Place all refrigerated components in the cooling unit (behind older product if there is any). • Product that does not need to be refrigerated will be placed on a designated counter or shelf space, along with the utensils needed to serve the product. 	<p><u>Storage</u></p> <ul style="list-style-type: none"> • Provide an exclusive, designated and labeled space for the driver to place the product. Other (non-Revolution Foods) products should not be kept in this space. • Discard any leftovers from the previous day and confirm there is sufficient room for each delivery. • Restrict access to prevent pilferage.
	<p><u>Confirm Delivery</u></p> <ul style="list-style-type: none"> • Check the delivery as the first task each day. Notify Revolution Foods of any issues a minimum of three hours prior to lunch service so each can be resolved.
<p><u>Leftovers</u></p> <ul style="list-style-type: none"> • Collect all used supplies (e.g. pans, trays, etc.) and used serving utensils daily from the designated cooling unit; return all components to Revolution Foods to be washed and sanitized. 	<p><u>Leftovers</u></p> <ul style="list-style-type: none"> • Place all used supplies and used serving utensils in a clear liner in the designated cooling unit (e.g. milk cooler or refrigerator) at the end of each service day.