

GENERAL SERVICES AGREEMENT

This Consulting Services Agreement (“**Agreement**”), effective as of the 1st day of July 2022, (“**Effective Date**”) is entered into by and between Ocean Charter School, a California non-profit organization, whose business address is 12870 Panama Street, Los Angeles, CA 90066 (hereinafter “**OCS**”) and School Food and Wellness Group LLC, a Louisiana limited liability company whose business address is 804 Main St., Ste. C-322, Baton Rouge, LA 70802 (hereinafter “**SFWG**”). SFWG and OCS may be referred to herein individually as a “Party” or together as the “Parties.”

This agreement is created for the purposes of providing assistance to schools authorized to serve as School Food Authorities in conducting and managing the administrative aspects of the National School Lunch Program (“**NSLP**”). SFWG has agreed to provide such services on the terms and conditions set forth in this Agreement.

The parties hereby agree to the following:

1. Services: SFWG shall provide the Services to OCS as described in **Exhibit A**. The Services may be modified from time to time by agreement in writing between OCS and SFWG. SFWG’s proposal is attached hereto as **Exhibit A** and incorporated by this reference as though fully set forth herein.
2. Compensation:
 - a. In consideration of the Services provided by SFWG, OCS shall pay SFWG according to the schedule set forth in **Exhibit B** attached hereto and made a part hereof.
 - b. All amounts due to SFWG shall be paid within thirty (30) days of submission of the invoice by SFWG. If any payment owed to SFWG is not timely paid, in addition to the payment owed, OCS shall also pay SFWG a delinquency fee equal to one (1%) percent of the delinquent payment. Upon the termination of this Agreement for any reason, OCS shall pay SFWG for all Services rendered prior to termination of the Agreement not later than thirty (30) days from the date of termination.
 - c. In addition to the payments made for Services, SFWG shall be eligible for reimbursement for all reasonable and approved documented expenses related to SFWG’s performance of the Services in furtherance of the terms of this Agreement for items such as printing, postage, courier fees, duplicating, required or requested state training expenses, and similar expenses and fees. All expenses must be approved by OCS administration in order to be eligible for reimbursement.

3. Term: This Agreement shall be in effect from July 1, 2022, through June 30, 2023, unless sooner terminated. The Term of this Agreement shall automatically renew for up to four (4) additional one (1) year periods, unless either party notifies the other no later than thirty (30) days prior to the applicable expiration date that it intends to not renew this Agreement. At the conclusion of each school year, the annual administrative fee shall be reviewed by both parties to reflect anticipated enrollment increase (or reduction).

4. Relationship of the Parties:

- a. Independent Contractor Status: SFWG understands and agrees that it is acting as an independent contractor and is not an agent or employee of OCS by virtue of this Agreement. SFWG will perform the requested Services, under the general direction of OCS, but will determine, in its reasonable discretion, the manner and means by which the Services are delivered.
- b. Relationship with Vendor: SFWG acknowledges and understands that Vendor shall be providing the food and any other agreed upon contract services pursuant to the Vendor Contract. OCS shall authorize Vendor to communicate directly with SFWG to the extent necessary for SFWG to perform the Services hereunder. OCS's use of Vendor or any other subcontractor or supplier, or the failure of performance thereof by such parties, shall not relieve, release, or affect in any manner any of OCS's duties, liabilities, or obligations hereunder.

5. Confidentiality and Non-Disclosure:

- a. Confidential Information: As used herein, the term "Confidential Information" shall mean all information, compilations, business plans, technical and financial information, which relate to the products, services, or business of OCS, and which have not been disclosed by OCS to the general public or which SFWG knows are not generally known to the public. Confidential information also includes all information relating to OCS students and families, including but not limited to, student and family information, financial documents, and all other student and family data.
- b. Nondisclosure: SFWG acknowledges that it shall not obtain any right or license to any Confidential Information. SFWG agrees to use commercially reasonable efforts not to allow any unauthorized person access to Confidential Information and to protect such Confidential Information. SFWG acknowledges The Family Educational Rights Privacy Act (FERPA) and agrees to be bound by its terms in the course and scope of its performance under this agreement.

- c. Data Privacy and Security:
- i. All records, including pupil records, provided by OCS to SFWG shall continue to be the property of and under the control of OCS.
 - ii. SFWG is prohibited from using any information in the records, including pupil records, for any purpose other than those required or specifically permitted by this Agreement.
 - iii. In the event that a parent, legal guardian or eligible pupil wishes to review personally identifiable information in the pupil's record and/or correct erroneous information, such individual shall submit a written request to OCS. OCS will notify SFWG if it makes any corrections to the pupil's record that is necessary for SFWG's performance of services under this Agreement.
 - iv. SFWG shall take the following actions to ensure the security and confidentiality of the records, including pupil records, provided that compliance with the following actions shall not absolve SFWG of liability in the event of an unauthorized disclosure of pupil records:
 - a. SFWG shall identify and designate those employees of SFWG who shall need access to the records in order for SFWG to perform its obligations under this agreement. Designated employees shall only access those particular records necessary to perform his or her responsibilities in the performance of this agreement. SFWG shall promptly provide this list of designated employees to OCS.
 - b. SFWG shall train its designated employees regarding the requirements of this Agreement and applicable law, including procedures to maintain the confidentiality of the records.
 - c. SFWG shall keep all physical records in a secured and locked location. Only designated employees shall have access to the physical records.
 - d. SFWG shall require a password in order to view or access the electronic records, or any information from the records. Individual passwords shall be issued to SFWG's designated and trained employees.
 - e. SFWG shall maintain a log-in history documenting which employees have accessed the records, including when, and for what purpose. SFWG will provide such documentation to OCS promptly upon OCS's request.
 - f. SFWG shall notify OCS in writing within twenty-four hours of the discovery of any unauthorized disclosure of pupil records. Email notification shall be sufficient for this purpose provided that there is a verification of receipt. OCS shall then notify the affected parent, legal guardian, or eligible pupil of such unauthorized disclosure.
 - v. SFWG certifies that no records, including pupil records, received from OCS shall be retained or available to it upon completion of the terms of this Agreement. This certification may be enforced by audit, inspection or other reasonable means agreed upon by the parties.

- vi. SFWG and OCS shall jointly ensure compliance with the federal Family Educational Rights and Privacy Program (20 U.S.C. Section 1232g) by the following:
 - a. OCS has determined that it is necessary to outsource to SFWG the institutional service or function described in this agreement for which OCS would otherwise use employees.
 - b. SFWG shall be under the direct control of OCS with respect to the use and maintenance of OCS's records.
 - c. SFWG agrees that it is subject to Code of Federal Regulations, Title 34, Section 99.3(a) governing the use and re-disclosure of personally identifiable information from educational records; and
- vii. SFWG shall obtain access to only those records necessary to perform the services under this agreement.
- viii. SFWG is prohibited from using personally identifiable information in the records to engage in targeted advertising.

6. Insurance: SFWG shall maintain commercial general liability insurance, including coverage for crime, and for data security breach, with a minimum limit of One Million Dollars (\$1,000,000) per occurrence, a \$100,000 sublimit for data security breach, and Two Million Dollars (\$2,000,000) aggregate. Such insurance shall be purchased from an insurance company with a current A.M. Best's rating of no less than A:VII unless otherwise agreed to in writing by OCS. SFWG shall provide proof of such coverage, including a certificate of insurance, a copy of the policy of insurance and any endorsements, to OCS upon OCS's request. SFWG shall also procure and maintain error and omissions insurance appropriate to its services, with a minimum limit of no less than (\$1,000,000) One Million Dollars per claim and aggregate. Such insurance shall be purchased from an insurance company with a current A.M. Best's rating of no less than A:VII unless otherwise agreed to in writing by OCS. SFWG shall provide proof of such coverage, including a certificate of insurance, a copy of the policy of insurance and any endorsements, to OCS upon OCS's request.

7. Representations and Warranties: SFWG represents and warrants that the Services described herein will be performed in a professional and workmanlike manner in accordance with reasonable industry standard. Notwithstanding anything to the contrary herein, to the extent required by applicable laws, SFA shall remain fully responsible and legally liable for the provision of any services necessary to comply with the Program. Neither this agreement nor any duties or obligations under this agreement may be assigned or subcontracted by SFWG without the prior written consent of OCS.

8. Indemnification: SFWG agrees to indemnify, defend and hold OCS, its affiliates, subsidiaries, assignees and licensees, harmless from and against any losses, costs, expenses (including reasonable attorney's fees), judgments, settlements, and damages resulting from any claim or action arising out of SFWG's willful misconduct or gross negligence.

OCS agrees to indemnify, defend and hold SFWG, its affiliates, subsidiaries, assignees and licensees, harmless from and against any losses, costs, expenses (including reasonable attorney's fees), judgments, settlements, and damages resulting from any claim or action arising out of OCS's willful misconduct or gross negligence.

9. Termination: This Agreement may be terminated for cause at any time by both SFWG and OCS and shall require thirty (30) days written notice. In the event of termination, SFWG shall be due its compensation through the effective date of termination unless its services are the subject of a dispute between the parties and OCS has provided written notice to SFWG of such dispute prior to the termination of the Agreement.

10. Non-solicitation of Employees: During the Term of this Agreement and for a period one year thereafter, neither party shall hire nor attempt to hire any persons that were employed by the other party in the previous twelve months without the written consent of the other party.

11. Force Majeure: Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, hurricane, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

12. Limitation of Liability: With the exception of cases including SFWG's gross negligence or willful misconduct and claims covered by insurance provided by SFWG as noted in Paragraph 7 above, in no event shall SFWG be liable for consequential, indirect, damages. Notwithstanding any provision of this Agreement to the contrary, SFWG shall not under any circumstances be liable for more than the aggregate amount of its fees received during the year in which an occurrence for which it is found liable takes place.

13. Severability: If any provision herein shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

14. Waiver of Contractual Right: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. Notices: Any notice or other communication required, or which may be given hereunder shall be in writing to the party to whom notice is to be given at the addresses first set forth above.

16. Entire Agreement; Amendments: This contract sets forth the entire Agreement between the parties with respect to the subject matter hereof, and it may only be changed in writing signed by both parties. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. The express terms in this Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms in this Agreement. This Agreement may be executed in counterparts and delivered by facsimile or electronic transmission, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

ACCEPTED AND AGREED:

Ocean Charter School

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED:

School Food and Wellness Group LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

SCOPE OF WORK

(Please initial next to each service item requested in this contract)

Service	Description	Client Initials	Date
SFA Application	<ul style="list-style-type: none"> • Manage School Food Authority application process in accordance with State Agency guidelines 	N/A	N/A
Procurement (Vended Meal & FSMC)	<ul style="list-style-type: none"> • Draft RFP or IFB for review, post newspaper ad, distribute to approved vendors • Manage all questions and answers • Assist with RFP/IFB evaluation • Submit all required documents to State Agency for review and final approval • Perform all other duties required to secure a Vended Meal contract or Food Service Management Company (FSMC) contract, as requested by the client 		
Startup and Ongoing Support	<ul style="list-style-type: none"> • Provide USDA required staff training • Assist SFA with POS purchase, installation and training (if applicable) • Assist SFA with creation of Wellness Policy, wellness assessment and quarterly meetings • Assist SFA with health department permit and inspection • Process meal applications; send home all notification letters to households • Perform second meal application review (if applicable) • Perform verification process, send home notification letters and submit report to the state • Monitor meal program compliance through on-site audits • Monitor vendor performance through on-site audits • Reconcile vendor invoices, meal production records and monthly meal counts • Submit monthly claim for reimbursement and provide finance report • Track monthly revenue and expense and provide quarterly budget reports • Submit end of year budget report to State Agency 		

EXHIBIT A (CONTINUED)

SCOPE OF WORK

(Please initial next to each service item requested in this contract)

Service	Description	Client Initials	Date
Administrative Review Support (NSLP & CACFP)	<ul style="list-style-type: none"> • Review the audit month daily meal production records, menu, claim, and daily meal count report • Full review of all free and reduced lunch forms to date (check for accuracy against your roster) • Review of verification to ensure all paperwork is in place and statuses were correctly changed • Completion of off-site assessment tool • Review of NSLP/CACFP monitoring forms, training agenda and sign in sheets • Wellness policy and the policy assessment/meetings • Observation of breakfast and lunch service, to ensure meal counting and claiming are following regulations • Observation of serving area to ensure all proper signs are posted • Observation of all kitchen equipment to ensure temperature logs are compliant and in place 		
Summer Food Service Program (SFSP)	<ul style="list-style-type: none"> • Management & Administration of the SFSP application and program in accordance with State Agency guidelines 		
Child and Adult Care Food Program (CACFP)	<ul style="list-style-type: none"> • Management & Administration of the CACFP application and program in accordance with State Agency guidelines 		
Fresh Fruit and Vegetable Program (FFVP)	<ul style="list-style-type: none"> • Management & Administration of the FFVP application and program in accordance with State Agency guidelines 		

EXHIBIT B

FEE SCHEDULE

- a. Optional: In the event OCS requests management of the Request for Proposal (RFP/IFB) process for a Vended Meal Contract, OCS shall pay SFWG a fee of \$1,000 for procurement of a Food Service Vendor per State Agency guidelines.

OR

Optional: In the event OCS requests management of the Request for Proposal (RFP/IFB) process for a Food Service Management Company (FSMC) Contract, OCS shall pay SFWG a fee of \$1,000 for procurement of a Food Service Vendor per State Agency guidelines.

- b. In the event OCS requests Startup & Ongoing Support, OCS shall pay SFWG an annual administrative fee for management and administration of the **National School Lunch Program (NSLP) and School Breakfast Program (SBP)**, according to the chart below. Fee shall be reevaluated prior to each successive school year to determine the appropriate pricing tier, based on enrollment:

<250 students: \$10,000
251-500 students: \$12,500
501-750 students: \$15,000
751-1000 students: \$17,500
>1,001 students: \$20,000

*****Planned enrollment is 560-580 students - discounted annual fee shall be set at \$12,500**

- c. Optional: In the event OCS elects to conduct the Summer Food Service Program (SFSP) or Seamless Summer Option (SSO), SWFG shall receive a one-time application fee of \$1,000; in addition, SFWG shall receive a monthly fee of \$500 per site for program management (applicable only to months of operation).
- d. Optional: In the event OCS elects to conduct the Child and Adult Care Food Program (CACFP), SWFG shall receive a one-time application fee of \$1,000; in addition, SFWG shall receive an annual fee of \$1,000 per site for program management (applicable to months in operation).
- e. Optional: In the event OCS elects to conduct the Fresh Fruit & Vegetable Program (FFVP), SWFG shall receive an administrative fee equal to 10% of the grant award for program management.
- f. Optional: In the event OCS is selected for a NSLP Administrative Review, to be conducted by State Agency, OCS shall pay SFWG a fee of \$1,000.
- g. Optional: In the event OCS is selected for a CACFP Administrative Review, to be conducted by State Agency, OCS shall pay SFWG a fee of \$1,000.