



# MAGNOLIA PUBLIC SCHOOLS

## Board Of Directors

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Board Agenda Item #	II B - Consent Agenda
Date:	June 14, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	David Yilmaz, Chief Accountability Officer
RE:	Approval of Agreement with Schools In Action for 2017-18

### Proposed Board Recommendation

I move that the board approve the agreement with Schools In Action for 2017-18.

### Background

In order to be in compliance with National School Lunch Program and School Breakfast Program, MPS has contracted with Schools in Action Charter School for the following services:

- Complete audit of each school's current lunch program processes through an on-site monitoring review as well as ongoing compliance oversight.
- Set up under our processing using Meal Time with training and support.
- Accurate and timely monthly lunch claim form submission and reimbursement.

We are asking the board to approve a contract with Schools In Action for the 2017-18 school year so that there is no interruption student meal program reporting and reimbursements.

### Budget Implications

The cost of these services are: • Annual Audit Fee: \$500.00 (down from \$750)-due upon execution and yearly renewal of agreement • Per Pupil Fee: \$2.75 (down from \$3.00) -per student participating in lunch program on monthly average, due within 30 days of invoicing (Free and Reduced eligibility)

Eight of our schools have budgeted this cost since they will be part of the contract, with the exception of MSA-5 and Bell, since the meal program at those two schools are managed by LAUSD.



# MAGNOLIA PUBLIC SCHOOLS

13950 Milton Ave. 200B Westminster, CA 92683

P: (714) 892-5066 F: (714) 362-9588

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	Estimated Per Site 2017-18 Fees	Rough Estimate of Yearly Reimbursement after Admin Costs
<b>MPS</b>		
Magnolia 1	\$ 7,701.91	\$ 259,787.66
Magnolia 2	\$ 10,029.31	\$ 288,850.32
Magnolia 3	\$ 8,098.59	\$ 310,662.37
Magnolia 4	\$ 2,184.80	\$ 74,547.57
Magnolia 6	\$ 2,895.58	\$ 107,100.80
Magnolia 7	\$ 3,010.78	\$ 75,067.19
Magnolia SA	\$ 12,145.21	\$ 372,513.80
Magnolia SD	\$ 1,995.58	\$ 47,999.38
<b>TOTALS</b>	<b>\$ 48,061.75</b>	<b>\$ 1,536,527.08</b>

Name of Staff Originator:

David Yilmaz (Chief Accountability Officer) and Lydiett Vega (Executive Office Manager)

Attachments

-Contracts for eight schools: MSA-1, 2, 3, 4, 6, 7, Santa Ana, and San Diego



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California Department of Education  
Nutrition Services Division

School Nutrition Programs  
2017-2018

## FOOD SERVICE AGREEMENT

Administering Sponsor: <b>Schools in Action</b>	
Agreement Number: 2017-1	Vendor Number: 521800

Receiving Charter School: <b>Magnolia Science Academy # 1</b>	
Agreement Number: 2017-1	Vendor Number:

This Agreement, executed in duplicate and entered into on 7/1/2017 between **SCHOOLS IN ACTION**, hereinafter referred to as the **School Food Authority (SFA)**, and **Magnolia Public Schools** hereinafter referred to as [**Charter School**], is created for the purpose of the **SFA** representing the **Charter School** as the Child Nutrition Program “Sponsor”.

### It is hereby agreed that:

As a site under the **SFA**’s child nutrition program agreement(s), the **Charter School** will provide meals to enrolled students under the (check all that apply):

- National School Lunch Program
- School Breakfast Program
- Meal Supplements in the National School Lunch Program

- (1) The **SFA** will include all participating sites from the **Charter School** in its application/agreement with the California Department of Education (CDE).
- (2) The **SFA** will represent the **Charter School** as the Child Nutrition Program “Sponsor” and will



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claim reimbursement from the CDE for all meals served to participating children enrolled in the **Charter School**. Reimbursement will be claimed at the rate of one breakfast/lunch/snack per child per day, only for complete meals/snacks counted at the point of service, and according to each child's eligibility category.

- (3) The **Charter School** will provide to the **SFA** by the 5<sup>th</sup> day of each month daily meal count records for the **SFA's** use in claiming reimbursement. The **Charter School** understands that failure to submit daily meal count records may result in loss of reimbursement to the **Charter School**.
- (4) The **SFA** will distribute the child nutrition program reimbursement funds to the **Charter School** within 15 days of its receipt from the CDE.
- (5) The **SFA** and the **Charter School** will ensure that all reimbursement funds and other Program revenues are utilized solely for the operation and improvement of the school food service program. The **Charter School** will maintain an accounting system that clearly documents the receipt and use of program revenues.
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- (7) The **Charter School** will distribute and accept Free and Reduced Price Meal applications to all households. The **Charter School** will process and updated the Eligibility Roster with the eligibility status as soon as possible.
- (8) The **Charter School** will review and approve all Free and Reduced Price Meal applications within 10 days of receipt.
- (9) The **Charter School** will designate a Fair Hearing Officer in order to collect any concerns from parents and guardians regarding their eligibility.
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recommended or another approved means. The **SFA** will provide training as necessary to **Charter School** staff regarding point-of-service meal counts and completion of all required documents.

- (11) The **Charter School** will perform the required daily and monthly edit checks.
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- (14) The **SFA** will reimburse the CDE for over-claims and other fiscal sanctions imposed by the CDE resulting from errors identified during audits and/or reviews.
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- (16) The **Charter School** will perform the meal eligibility verification process and will notify the **SFA** of its findings. The **SFA** will submit report to CNIPS.
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- (18) The **Charter School** will conduct all federally required procurement processes and approve vendor(s) to provide meals to the **Charter School** that comply with the nutrition standards established by the United States Department of Agriculture for the Nutrient Standard menu planning option.
- (19) The **Charter School** will provide copies of the meal vendor agreement to the **SFA**.
- (20) The **Charter School** will notify the vendor of the number of meals/snacks needed no later than the time indicated on the vendor/charter school agreement each day. The **Charter School** will be obligated to accept and pay for the number of meals requested except that the **Charter School** may not accept meals that are spoiled or unwholesome at time of delivery and will ensure that those



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meals are not included in invoices from the vendor.

- (21) The **Charter School** will be responsible for payment to the meal vendors.
- (22) The **Charter School** will be responsible for maintaining the proper temperature of the meals/snacks post delivery.
- (23) The **Charter School** will make vendor equipment/property ready for pickup on a basis indicated in the vendor/charter school agreement.
- (24) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all commodities remain the property of the **SFA**.
- (25) The **Charter School** will comply with all mandatory training and certification requirements including, but not limited to annual health certification of each site, completion of CDE food handler training, and yearly **SFA** training.
- (26) The **Charter School** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any claims or liability relating to the preparation, transportation, storage, or delivery of food.
- (27) The **Charter School** will pay the **SFA** a Non-Refundable, Annual Audit Fee and Per Pupil Fee as delineated below:

The cost of these services is:

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- Per Pupil Fee: \$2.75 -per student participating in lunch program, per monthly average, due within 30 days of invoicing (Free & Reduced eligibility)
- Per Pupil Fee: \$0.75 -per student participating in lunch program on monthly average, due within 30 days of



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Invoicing (Paid eligibility)

- (28) The **Charter School** if interested will acquire directly from any meal count system provider the Point of Sale software and hardware to be implemented in accurate and efficient monitoring of the school lunch program.
- (29) The **Charter School** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$5 million for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the **SFA**.
- (30) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, 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 both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (31) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Meal Program Manager, **SFA**.
- (32) The estimated amount of administrative fees that will be paid to the **SFA** for the 2017-18 school year is **\$7,201.91**, and the estimated amount of reimbursement from the CDE to the **Charter School** after the administrative fees are paid is **\$259,787.66**. These estimated amounts are based on average meal counts provided by the **Charter School**. *The actual amount paid to the **SFA** and/or the amount of the reimbursement may be higher or lower depending on the amount of students participating in the program and the amount of meals claimed.*

Once site addition is approved by the California Department of Education, this agreement is permanent and automatically renewable each year. Either party may terminate this agreement for cause upon thirty days written notice or in a mutually agreeable time frame. Notice of termination will be provided in writing to both parties and to the California Department of Education, Nutrition Services Division.



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Name and Title of SFA Official <b>Glenda Alemán, Executive Director</b>	Telephone Number ( 323) 266-4371 x1009
Signature of SFA Official	Date
Name and Title of Receiving Charter School Official Dr. Caprice Young, CEO & Superintendent	Telephone Number (213) 628-3464
Signature of Receiving Charter School Official	Date





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California Department of Education  
Nutrition Services Division

School Nutrition Programs  
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## FOOD SERVICE AGREEMENT

Administering Sponsor: <b>Schools in Action</b>	
Agreement Number: 2017-2	Vendor Number: 521800

Receiving Charter School: <b>Magnolia Science Academy # 2</b>	
Agreement Number: 2017-2	Vendor Number:

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### It is hereby agreed that:

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- (30) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, 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 both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (31) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Meal Program Manager, **SFA**.
- (32) The estimated amount of administrative fees that will be paid to the **SFA** for the 2017-18 school year is **\$9,529.31**, and the estimated amount of reimbursement from the CDE to the **Charter School** after the administrative fees are paid is **\$310,662.37**. These estimated amounts are based on average meal counts provided by the **Charter School**. *The actual amount paid to the **SFA** and/or the amount of the reimbursement may be higher or lower depending on the amount of students participating in the program and the amount of meals claimed.*

Once site addition is approved by the California Department of Education, this agreement is permanent and automatically renewable each year. Either party may terminate this agreement for cause upon thirty days written notice or in a mutually agreeable time frame. Notice of termination will be provided in writing to both parties and to the California Department of Education, Nutrition Services Division.



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Name and Title of SFA Official <b>Glenda Alemán, Executive Director</b>	Telephone Number ( 323) 266-4371 x1009
Signature of SFA Official	Date
Name and Title of Receiving Charter School Official <b>Dr. Caprice Young, CEO &amp; Superintendent</b>	Telephone Number (213) 628-3464
Signature of Receiving Charter School Official	Date



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California Department of Education  
Nutrition Services Division

School Nutrition Programs  
2017-2018

## FOOD SERVICE AGREEMENT

Administering Sponsor: <b>Schools in Action</b>	
Agreement Number: 2017-3	Vendor Number: 521800

Receiving Charter School: <b>Magnolia Science Academy # 3</b>	
Agreement Number: 2017-3	Vendor Number:

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Name and Title of SFA Official <b>Glenda Alemán, Executive Director</b>	Telephone Number ( 323) 266-4371 x1009
Signature of SFA Official	Date
Name and Title of Receiving Charter School Official <b>Dr. Caprice Young, CEO &amp; Superintendent</b>	Telephone Number (213) 628-3464
Signature of Receiving Charter School Official	Date



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# FOOD SERVICE AGREEMENT

Administering Sponsor: <b>Schools in Action</b>	
Agreement Number: 2017-4	Vendor Number: 521800

Receiving Charter School: <b>Magnolia Science Academy # 4</b>	
Agreement Number: 2017-4	Vendor Number:

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- National School Lunch Program
- School Breakfast Program
- Meal Supplements in the National School Lunch Program

- (1) The **SFA** will include all participating sites from the **Charter School** in its application/agreement with the California Department of Education (CDE).
- (2) The **SFA** will represent the **Charter School** as the Child Nutrition Program “Sponsor” and will



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claim reimbursement from the CDE for all meals served to participating children enrolled in the **Charter School**. Reimbursement will be claimed at the rate of one breakfast/lunch/snack per child per day, only for complete meals/snacks counted at the point of service, and according to each child's eligibility category.

- (3) The **Charter School** will provide to the **SFA** by the 5<sup>th</sup> day of each month daily meal count records for the **SFA's** use in claiming reimbursement. The **Charter School** understands that failure to submit daily meal count records may result in loss of reimbursement to the **Charter School**.
- (4) The **SFA** will distribute the child nutrition program reimbursement funds to the **Charter School** within 15 days of its receipt from the CDE.
- (5) The **SFA** and the **Charter School** will ensure that all reimbursement funds and other Program revenues are utilized solely for the operation and improvement of the school food service program. The **Charter School** will maintain an accounting system that clearly documents the receipt and use of program revenues.
- (6) The **Charter School** will provide to the **SFA** by the 5<sup>th</sup> day of each month copies of all records pertaining to the receipt and distribution of all Program revenues. The **SFA** will retain these records for a period of not less than 3 years, including current year, in accordance with their agreement with the CDE.
- (7) The **Charter School** will distribute and accept Free and Reduced Price Meal applications to all households. The **Charter School** will process and updated the Eligibility Roster with the eligibility status as soon as possible.
- (8) The **Charter School** will review and approve all Free and Reduced Price Meal applications within 10 days of receipt.
- (9) The **Charter School** will designate a Fair Hearing Officer in order to collect any concerns from parents and guardians regarding their eligibility.
- (10) The **Charter School** will perform the point of service meal counts utilizing the *Meal Time* software



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recommended or another approved means. The **SFA** will provide training as necessary to **Charter School** staff regarding point-of-service meal counts and completion of all required documents.

- (11) The **Charter School** will perform the required daily and monthly edit checks.
- (12) The **SFA** will assist the **Charter School** in computing their Paid Lunch Equity amount.
- (13) The **SFA** will maintain Errors and Omissions Coverage for its role as the Sponsor.
- (14) The **SFA** will reimburse the CDE for over-claims and other fiscal sanctions imposed by the CDE resulting from errors identified during audits and/or reviews.
- (15) The **Charter School** will ultimately be responsible for meal count and claiming accountability and will assume financial responsibility for any over-claims or other program exceptions identified during a review or audit, and promptly reimburse the **SFA** accordingly.
- (16) The **Charter School** will perform the meal eligibility verification process and will notify the **SFA** of its findings. The **SFA** will submit report to CNIPS.
- (17) The **SFA** will conduct one Site Monitoring visit with participation from the **Charter School** to ensure compliance of all regulations and procedures.
- (18) The **Charter School** will conduct all federally required procurement processes and approve vendor(s) to provide meals to the **Charter School** that comply with the nutrition standards established by the United States Department of Agriculture for the Nutrient Standard menu planning option.
- (19) The **Charter School** will provide copies of the meal vendor agreement to the **SFA**.
- (20) The **Charter School** will notify the vendor of the number of meals/snacks needed no later than the time indicated on the vendor/charter school agreement each day. The **Charter School** will be obligated to accept and pay for the number of meals requested except that the **Charter School** may not accept meals that are spoiled or unwholesome at time of delivery and will ensure that those



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meals are not included in invoices from the vendor.

- (21) The **Charter School** will be responsible for payment to the meal vendors.
- (22) The **Charter School** will be responsible for maintaining the proper temperature of the meals/snacks post delivery.
- (23) The **Charter School** will make vendor equipment/property ready for pickup on a basis indicated in the vendor/charter school agreement.
- (24) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all commodities remain the property of the **SFA**.
- (25) The **Charter School** will comply with all mandatory training and certification requirements including, but not limited to annual health certification of each site, completion of CDE food handler training, and yearly **SFA** training.
- (26) The **Charter School** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any claims or liability relating to the preparation, transportation, storage, or delivery of food.
- (27) The **Charter School** will pay the **SFA** a Non-Refundable, Annual Audit Fee and Per Pupil Fee as delineated below:

The cost of these services is:

- Annual Audit Fee: \$500.00 -due upon execution and yearly renewal of agreement
- Per Pupil Fee: \$2.75 -per student participating in lunch program, per monthly average, due within 30 days of invoicing (Free & Reduced eligibility)
- Per Pupil Fee: \$0.75 -per student participating in lunch program on monthly average, due within 30 days of





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Invoicing (Paid eligibility)

- (28) The **Charter School** if interested will acquire directly from any meal count system provider the Point of Sale software and hardware to be implemented in accurate and efficient monitoring of the school lunch program.
- (29) The **Charter School** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$5 million for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the **SFA**.
- (30) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, 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 both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (31) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Meal Program Manager, **SFA**.
- (32) The estimated amount of administrative fees that will be paid to the **SFA** for the 2017-18 school year is **\$1,684.80**, and the estimated amount of reimbursement from the CDE to the **Charter School** after the administrative fees are paid is **\$74,547.57**. These estimated amounts are based on average meal counts provided by the **Charter School**. *The actual amount paid to the **SFA** and/or the amount of the reimbursement may be higher or lower depending on the amount of students participating in the program and the amount of meals claimed.*

Once site addition is approved by the California Department of Education, this agreement is permanent and automatically renewable each year. Either party may terminate this agreement for cause upon thirty days written notice or in a mutually agreeable time frame. Notice of termination will be provided in writing to both parties and to the California Department of Education, Nutrition Services Division.



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Name and Title of SFA Official <b>Glenda Alemán, Executive Director</b>	Telephone Number ( 323) 266-4371 x1009
Signature of SFA Official	Date
Name and Title of Receiving Charter School Official <b>Dr. Caprice Young, CEO &amp; Superintendent</b>	Telephone Number (213) 628-3464
Signature of Receiving Charter School Official	Date



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California Department of Education  
Nutrition Services Division

School Nutrition Programs  
2017-2018

# FOOD SERVICE AGREEMENT

Administering Sponsor: <b>Schools in Action</b>	
Agreement Number: 2017-6	Vendor Number: 521800

Receiving Charter School: <b>Magnolia Science Academy # 6</b>	
Agreement Number: 2017-6	Vendor Number:

This Agreement, executed in duplicate and entered into on 7/1/2017 between **SCHOOLS IN ACTION**, hereinafter referred to as the **School Food Authority (SFA)**, and Magnolia Public Schools hereinafter referred to as [**Charter School**], is created for the purpose of the **SFA** representing the **Charter School** as the Child Nutrition Program “Sponsor”.

### It is hereby agreed that:

As a site under the **SFA**’s child nutrition program agreement(s), the **Charter School** will provide meals to enrolled students under the (check all that apply):

- National School Lunch Program
- School Breakfast Program
- Meal Supplements in the National School Lunch Program

- (1) The **SFA** will include all participating sites from the **Charter School** in its application/agreement with the California Department of Education (CDE).
- (2) The **SFA** will represent the **Charter School** as the Child Nutrition Program “Sponsor” and will



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claim reimbursement from the CDE for all meals served to participating children enrolled in the **Charter School**. Reimbursement will be claimed at the rate of one breakfast/lunch/snack per child per day, only for complete meals/snacks counted at the point of service, and according to each child's eligibility category.

- (3) The **Charter School** will provide to the **SFA** by the 5<sup>th</sup> day of each month daily meal count records for the **SFA's** use in claiming reimbursement. The **Charter School** understands that failure to submit daily meal count records may result in loss of reimbursement to the **Charter School**.
- (4) The **SFA** will distribute the child nutrition program reimbursement funds to the **Charter School** within 15 days of its receipt from the CDE.
- (5) The **SFA** and the **Charter School** will ensure that all reimbursement funds and other Program revenues are utilized solely for the operation and improvement of the school food service program. The **Charter School** will maintain an accounting system that clearly documents the receipt and use of program revenues.
- (6) The **Charter School** will provide to the **SFA** by the 5<sup>th</sup> day of each month copies of all records pertaining to the receipt and distribution of all Program revenues. The **SFA** will retain these records for a period of not less than 3 years, including current year, in accordance with their agreement with the CDE.
- (7) The **Charter School** will distribute and accept Free and Reduced Price Meal applications to all households. The **Charter School** will process and updated the Eligibility Roster with the eligibility status as soon as possible.
- (8) The **Charter School** will review and approve all Free and Reduced Price Meal applications within 10 days of receipt.
- (9) The **Charter School** will designate a Fair Hearing Officer in order to collect any concerns from parents and guardians regarding their eligibility.
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recommended or another approved means. The **SFA** will provide training as necessary to **Charter School** staff regarding point-of-service meal counts and completion of all required documents.

- (11) The **Charter School** will perform the required daily and monthly edit checks.
- (12) The **SFA** will assist the **Charter School** in computing their Paid Lunch Equity amount.
- (13) The **SFA** will maintain Errors and Omissions Coverage for its role as the Sponsor.
- (14) The **SFA** will reimburse the CDE for over-claims and other fiscal sanctions imposed by the CDE resulting from errors identified during audits and/or reviews.
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- (16) The **Charter School** will perform the meal eligibility verification process and will notify the **SFA** of its findings. The **SFA** will submit report to CNIPS.
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- (18) The **Charter School** will conduct all federally required procurement processes and approve vendor(s) to provide meals to the **Charter School** that comply with the nutrition standards established by the United States Department of Agriculture for the Nutrient Standard menu planning option.
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- (23) The **Charter School** will make vendor equipment/property ready for pickup on a basis indicated in the vendor/charter school agreement.
- (24) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all commodities remain the property of the **SFA**.
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- (26) The **Charter School** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any claims or liability relating to the preparation, transportation, storage, or delivery of food.
- (27) The **Charter School** will pay the **SFA** a Non-Refundable, Annual Audit Fee and Per Pupil Fee as delineated below:

The cost of these services is:

- Annual Audit Fee: \$500.00 -due upon execution and yearly renewal of agreement
- Per Pupil Fee: \$2.75 -per student participating in lunch program, per monthly average, due within 30 days of invoicing (Free & Reduced eligibility)
- Per Pupil Fee: \$0.75 -per student participating in lunch program on monthly average, due within 30 days of



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Invoicing (Paid eligibility)

- (28) The **Charter School** if interested will acquire directly from any meal count system provider the Point of Sale software and hardware to be implemented in accurate and efficient monitoring of the school lunch program.
- (29) The **Charter School** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$5 million for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the **SFA**.
- (30) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, 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 both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (31) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Meal Program Manager, **SFA**.
- (32) The estimated amount of administrative fees that will be paid to the **SFA** for the 2017-18 school year is **\_\$2,395.58\_**, and the estimated amount of reimbursement from the CDE to the **Charter School** after the administrative fees are paid is **\_\$107,100.80\_**. These estimated amounts are based on average meal counts provided by the **Charter School**. *The actual amount paid to the **SFA** and/or the amount of the reimbursement may be higher or lower depending on the amount of students participating in the program and the amount of meals claimed.*

Once site addition is approved by the California Department of Education, this agreement is permanent and automatically renewable each year. Either party may terminate this agreement for cause upon thirty days written notice or in a mutually agreeable time frame. Notice of termination will be provided in writing to both parties and to the California Department of Education, Nutrition Services Division.



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Name and Title of SFA Official <b>Glenda Alemán, Executive Director</b>	Telephone Number ( 323) 266-4371 x1009
Signature of SFA Official	Date
Name and Title of Receiving Charter School Official <b>Dr. Caprice Young, CEO &amp; Superintendent</b>	Telephone Number (213) 628-3464
Signature of Receiving Charter School Official	Date





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California Department of Education  
Nutrition Services Division

School Nutrition Programs  
2017-2018

# FOOD SERVICE AGREEMENT

Administering Sponsor: <b>Schools in Action</b>	
Agreement Number: 2017-7	Vendor Number: 521800

Receiving Charter School: <b>Magnolia Science Academy #7</b>	
Agreement Number: 2017-7	Vendor Number:

This Agreement, executed in duplicate and entered into on 7/1/2017 between **SCHOOLS IN ACTION**, hereinafter referred to as the **School Food Authority (SFA)**, and Magnolia Public Schools hereinafter referred to as [**Charter School**], is created for the purpose of the **SFA** representing the **Charter School** as the Child Nutrition Program “Sponsor”.

### It is hereby agreed that:

As a site under the **SFA’s** child nutrition program agreement(s), the **Charter School** will provide meals to enrolled students under the (check all that apply):

- National School Lunch Program
- School Breakfast Program
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- (3) The **Charter School** will provide to the **SFA** by the 5<sup>th</sup> day of each month daily meal count records for the **SFA's** use in claiming reimbursement. The **Charter School** understands that failure to submit daily meal count records may result in loss of reimbursement to the **Charter School**.
- (4) The **SFA** will distribute the child nutrition program reimbursement funds to the **Charter School** within 15 days of its receipt from the CDE.
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Invoicing (Paid eligibility)

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- (31) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Meal Program Manager, **SFA**.
- (32) The estimated amount of administrative fees that will be paid to the **SFA** for the 2017-18 school year is **\$2,510.78**, and the estimated amount of reimbursement from the CDE to the **Charter School** after the administrative fees are paid is **\$75,067.19**. These estimated amounts are based on average meal counts provided by the **Charter School**. *The actual amount paid to the **SFA** and/or the amount of the reimbursement may be higher or lower depending on the amount of students participating in the program and the amount of meals claimed.*

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Name and Title of SFA Official <b>Glenda Alemán, Executive Director</b>	Telephone Number ( 323) 266-4371 x1009
Signature of SFA Official	Date
Name and Title of Receiving Charter School Official <b>Dr. Caprice Young, CEO &amp; Superintendent</b>	Telephone Number (213) 628-3464
Signature of Receiving Charter School Official	Date



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California Department of Education  
Nutrition Services Division

School Nutrition Programs  
2017-2018

# FOOD SERVICE AGREEMENT

Administering Sponsor: <b>Schools in Action</b>	
Agreement Number: 2017-9	Vendor Number: 521800

Receiving Charter School: <b>Magnolia Science Academy Santa Ana</b>	
Agreement Number: 2017-9	Vendor Number:

This Agreement, executed in duplicate and entered into on 7/1/2017 between **SCHOOLS IN ACTION**, hereinafter referred to as the **School Food Authority (SFA)**, and Magnolia Public Schools hereinafter referred to as [**Charter School**], is created for the purpose of the **SFA** representing the **Charter School** as the Child Nutrition Program “Sponsor”.

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claim reimbursement from the CDE for all meals served to participating children enrolled in the **Charter School**. Reimbursement will be claimed at the rate of one breakfast/lunch/snack per child per day, only for complete meals/snacks counted at the point of service, and according to each child's eligibility category.

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- (18) The **Charter School** will conduct all federally required procurement processes and approve vendor(s) to provide meals to the **Charter School** that comply with the nutrition standards established by the United States Department of Agriculture for the Nutrient Standard menu planning option.
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- (20) The **Charter School** will notify the vendor of the number of meals/snacks needed no later than the time indicated on the vendor/charter school agreement each day. The **Charter School** will be obligated to accept and pay for the number of meals requested except that the **Charter School** may not accept meals that are spoiled or unwholesome at time of delivery and will ensure that those



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meals are not included in invoices from the vendor.

- (21) The **Charter School** will be responsible for payment to the meal vendors.
- (22) The **Charter School** will be responsible for maintaining the proper temperature of the meals/snacks post delivery.
- (23) The **Charter School** will make vendor equipment/property ready for pickup on a basis indicated in the vendor/charter school agreement.
- (24) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all commodities remain the property of the **SFA**.
- (25) The **Charter School** will comply with all mandatory training and certification requirements including, but not limited to annual health certification of each site, completion of CDE food handler training, and yearly **SFA** training.
- (26) The **Charter School** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any claims or liability relating to the preparation, transportation, storage, or delivery of food.
- (27) The **Charter School** will pay the **SFA** a Non-Refundable, Annual Audit Fee and Per Pupil Fee as delineated below:

The cost of these services is:

- Annual Audit Fee: \$500.00 -due upon execution and yearly renewal of agreement
- Per Pupil Fee: \$2.75 -per student participating in lunch program, per monthly average, due within 30 days of invoicing (Free & Reduced eligibility)
- Per Pupil Fee: \$0.75 -per student participating in lunch program on monthly average, due within 30 days of



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Invoicing (Paid eligibility)

- (28) The **Charter School** if interested will acquire directly from any meal count system provider the Point of Sale software and hardware to be implemented in accurate and efficient monitoring of the school lunch program.
- (29) The **Charter School** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$5 million for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the **SFA**.
- (30) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, 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 both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (31) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Meal Program Manager, **SFA**.
- (32) The estimated amount of administrative fees that will be paid to the **SFA** for the 2017-18 school year is **\_\$11,645.21\_**, and the estimated amount of reimbursement from the CDE to the **Charter School** after the administrative fees are paid is **\_\$372,513.80\_**. These estimated amounts are based on average meal counts provided by the **Charter School**. *The actual amount paid to the **SFA** and/or the amount of the reimbursement may be higher or lower depending on the amount of students participating in the program and the amount of meals claimed.*

Once site addition is approved by the California Department of Education, this agreement is permanent and automatically renewable each year. Either party may terminate this agreement for cause upon thirty days written notice or in a mutually agreeable time frame. Notice of termination will be provided in writing to both parties and to the California Department of Education, Nutrition Services Division.



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Name and Title of SFA Official <b>Glenda Alemán, Executive Director</b>	Telephone Number ( 323) 266-4371 x1009
Signature of SFA Official	Date
Name and Title of Receiving Charter School Official <b>Dr. Caprice Young, CEO &amp; Superintendent</b>	Telephone Number (213) 628-3464
Signature of Receiving Charter School Official	Date



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California Department of Education  
Nutrition Services Division

School Nutrition Programs  
2017-2018

## FOOD SERVICE AGREEMENT

Administering Sponsor: <b>Schools in Action</b>	
Agreement Number: 2017-8	Vendor Number: 521800

Receiving Charter School: <b>Magnolia Science Academy San Diego</b>	
Agreement Number: 2017-8	Vendor Number:

This Agreement, executed in duplicate and entered into on 7/1/2017 between **SCHOOLS IN ACTION**, hereinafter referred to as the **School Food Authority (SFA)**, and Magnolia Public Schools hereinafter referred to as [**Charter School**], is created for the purpose of the **SFA** representing the **Charter School** as the Child Nutrition Program “Sponsor”.

### It is hereby agreed that:

As a site under the **SFA**’s child nutrition program agreement(s), the **Charter School** will provide meals to enrolled students under the (check all that apply):

- National School Lunch Program
- School Breakfast Program
- Meal Supplements in the National School Lunch Program

- (1) The **SFA** will include all participating sites from the **Charter School** in its application/agreement with the California Department of Education (CDE).
- (2) The **SFA** will represent the **Charter School** as the Child Nutrition Program “Sponsor” and will



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claim reimbursement from the CDE for all meals served to participating children enrolled in the **Charter School**. Reimbursement will be claimed at the rate of one breakfast/lunch/snack per child per day, only for complete meals/snacks counted at the point of service, and according to each child's eligibility category.

- (3) The **Charter School** will provide to the **SFA** by the 5<sup>th</sup> day of each month daily meal count records for the **SFA's** use in claiming reimbursement. The **Charter School** understands that failure to submit daily meal count records may result in loss of reimbursement to the **Charter School**.
- (4) The **SFA** will distribute the child nutrition program reimbursement funds to the **Charter School** within 15 days of its receipt from the CDE.
- (5) The **SFA** and the **Charter School** will ensure that all reimbursement funds and other Program revenues are utilized solely for the operation and improvement of the school food service program. The **Charter School** will maintain an accounting system that clearly documents the receipt and use of program revenues.
- (6) The **Charter School** will provide to the **SFA** by the 5<sup>th</sup> day of each month copies of all records pertaining to the receipt and distribution of all Program revenues. The **SFA** will retain these records for a period of not less than 3 years, including current year, in accordance with their agreement with the CDE.
- (7) The **Charter School** will distribute and accept Free and Reduced Price Meal applications to all households. The **Charter School** will process and updated the Eligibility Roster with the eligibility status as soon as possible.
- (8) The **Charter School** will review and approve all Free and Reduced Price Meal applications within 10 days of receipt.
- (9) The **Charter School** will designate a Fair Hearing Officer in order to collect any concerns from parents and guardians regarding their eligibility.
- (10) The **Charter School** will perform the point of service meal counts utilizing the *Meal Time* software



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recommended or another approved means. The **SFA** will provide training as necessary to **Charter School** staff regarding point-of-service meal counts and completion of all required documents.

- (11) The **Charter School** will perform the required daily and monthly edit checks.
- (12) The **SFA** will assist the **Charter School** in computing their Paid Lunch Equity amount.
- (13) The **SFA** will maintain Errors and Omissions Coverage for its role as the Sponsor.
- (14) The **SFA** will reimburse the CDE for over-claims and other fiscal sanctions imposed by the CDE resulting from errors identified during audits and/or reviews.
- (15) The **Charter School** will ultimately be responsible for meal count and claiming accountability and will assume financial responsibility for any over-claims or other program exceptions identified during a review or audit, and promptly reimburse the **SFA** accordingly.
- (16) The **Charter School** will perform the meal eligibility verification process and will notify the **SFA** of its findings. The **SFA** will submit report to CNIPS.
- (17) The **SFA** will conduct one Site Monitoring visit with participation from the **Charter School** to ensure compliance of all regulations and procedures.
- (18) The **Charter School** will conduct all federally required procurement processes and approve vendor(s) to provide meals to the **Charter School** that comply with the nutrition standards established by the United States Department of Agriculture for the Nutrient Standard menu planning option.
- (19) The **Charter School** will provide copies of the meal vendor agreement to the **SFA**.
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- (30) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, 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 both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (31) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Meal Program Manager, **SFA**.
- (32) The estimated amount of administrative fees that will be paid to the **SFA** for the 2017-18 school year is **\$1,495.58**, and the estimated amount of reimbursement from the CDE to the **Charter School** after the administrative fees are paid is **\$47,999.38**. These estimated amounts are based on average meal counts provided by the **Charter School**. *The actual amount paid to the **SFA** and/or the amount of the reimbursement may be higher or lower depending on the amount of students participating in the program and the amount of meals claimed.*

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