# Alta Public Schools

## Meeting of the Alta Public Schools Board

**Date and Time**

Wednesday August 13, 2025 at 6:00 PM PDT

**Location**

ZOOM: https://altaps-org.zoom.us/j/87134661055, Meeting ID: 871 3466 1055, Telephone: (312) 626-6799

In Person:
8001 Santa Fe Ave., Walnut Park, CA 90255
2410 Broadway, Walnut Park, CA 90255
2547 Flower St., Huntington Park, CA 90255
6350 N Laurel Canyon Blvd, #201, North Hollywood CA 91606
9850 Wilshire Blvd., Beverly Hills, CA 90201

**Agenda**

| | | Purpose | Presenter | Time |
|---|---|---|---|---|
| **I.** | **Opening Items** | | | **6:00 PM** |
| | Opening Items | | | |
| | **A.** Record Attendance and Guests | | Greg Tanner | 3 m |
| | **B.** Call the Meeting to Order | | Greg Tanner | 1 m |
| **II.** | **Public Comment** | | | **6:04 PM** |

| | | Purpose | Presenter | Time |
|---|---|---|---|---|
| **A.** | Public Comment | FYI | Greg Tanner | 2 m |

2 minutes speaking time; 4 minutes with translation; total 45 minutes

## III. Consent Agenda — 6:06 PM

| | | | | |
|---|---|---|---|---|
| **A.** | Approve Minutes of the June 13, 2025 Board Meeting | Approve Minutes | Xavier Reyes | 2 m |
| **B.** | Approve Minutes of APS Board meeting of June 11, 2025 | Approve Minutes | Greg Tanner | 5 m |
| **C.** | Approve MInutes of Special Board meeting on May 28, 2025 | Approve Minutes | Greg Tanner | 5 m |
| **D.** | Approve New Hires | Vote | Guadalupe Mendez | 1 m |

AMCS:
Teachers: Linares Salma, Magana Azucena, Mellado Janet, Gustavo Morales, Pedroza Ricardo, Renteria Erick
EXL Youth Leaders; Abarca Fatima, Bernstein Drew, Chavez Remijia, Herrera Phillip, Heu Kaylah, Urgel Marilynn, Velasquez Aniston.

PTMS:
Teachers: Villalon Marisol (Spanish), Hamilton Spencer (Science), Serpas Maritza (SpEd), Estrada Angelica(P.E.)
EXL Youth Leader: Rios Kevin

## IV. Academic Report — 6:19 PM

| | | | | |
|---|---|---|---|---|
| **A.** | Academic Report Presentation | FYI | Rachel Villalobos | 10 m |

- AMCS & PTLA Suspensions/Expulstions
- AMCS & PTLA Summer School Attendance/Enrollment
- AMCS & PTLA Beginning of the School Year Update
- AMCS & PTLA LAUSD Notice to Cure
- Review & Approval Vendor - Math Educatin Consultant

| | | Purpose | Presenter | Time |
|---|---|---|---|---|
| | • Review & Approval for repurchase - Playworks<br>• Review & Approve AB 10 for PTLA | | | |
| **V.** | **Action Items** | | | **6:29 PM** |
| **A.** | Review & Approve AB 10 | Vote | Rachel Villalobos | 2 m |
| **B.** | Review & Approve Math Vendor | Vote | Rachel Villalobos | 2 m |
| **C.** | Review & Approve Playworks | Vote | Rachel Villalobos | 2 m |
| **D.** | Review & Approve the APS Organizational Chart for FY2025-2026 | Vote | Xavier Reyes | 10 m |
| **E.** | Review & Approve the Resolution Appointing Lead Petitioners, Xavier Reyes, Rachel VIllalobos, Marquis Newell, and Jason Sitomer for the Renewal Application for PTLAMS to LAUSD | Vote | Xavier Reyes | 10 m |
| **F.** | Discuss and Approve Employment Contract for Xavier Reyes, CEO | Vote | Guadalupe Mendez | 5 m |
| **G.** | Review and Approval to Request Proposals for a Food Service Management Company | Vote | Glenda Aleman | 5 m |
| **VI.** | **Organization Management, Programs and Operations Report** | | | **7:05 PM** |
| **A.** | OMPO Report<br>a. Board Terms, Officers, Committees Discussion<br>b. Prepa Tec LA Charter Renewal Update<br>a. Outreach, Enrollment and Retention Report<br>b. Meal Program update<br>c. HR update | Discuss | Xavier Reyes | 10 m |
| **VII.** | **Closed Session** | | | **7:15 PM** |
| **A.** | Personnel Matters (1 Item) | Discuss | Greg Tanner | 5 m |
| **VIII.** | **Closing Items** | | | **7:20 PM** |

| | | Purpose | Presenter | Time |
|---|---|---|---|---|
| **A.** | Adjourn Meeting | Vote | Greg Tanner | 1 m |
| **B.** | NEXT BOARD MEETING: September 10, 2025 | FYI | Greg Tanner | 1 m |

# Coversheet

## Approve Minutes of the June 13, 2025 Board Meeting

| | |
|---|---|
| **Section:** | III. Consent Agenda |
| **Item:** | A. Approve Minutes of the June 13, 2025 Board Meeting |
| **Purpose:** | Approve Minutes |
| **Submitted by:** | |
| **Related Material:** | Minutes for SPECIAL BOARD MEETING on June 13, 2025 |

APPROVED

# Alta Public Schools

# Minutes

## SPECIAL BOARD MEETING

**Date and Time**
Friday June 13, 2025 at 5:00 PM

**Location**
Zoom: https://altaps-org.zoom.us/j/86808703481?jst=3

In Person:
8001 Santa Fe Avenue., Walnut Park, CA 90255
2410 Broadway Walnut Park, CA 90255
2547 Flower Street, Huntington Park, CA 90255
6350 N. Laurel Canyon Blvd. #201, North Hollywood, CA 91606
9850 Wilshire Blvd, Beverly Hills, CA 90201

**Directors Present**
G. Tanner (remote), M. Castro (remote), M. Porras (remote), R. Carranza (remote)

**Directors Absent**
L. Castellanos, S. Cortez

**Guests Present**
N. Saenz

### I. Opening Items

**A.**

**Record Attendance and Guests**

### B. Call the Meeting to Order

G. Tanner called a meeting of the board of directors of Alta Public Schools to order on Friday Jun 13, 2025 at 5:00 PM.

## II. Public Comment

### A. Public Comment

Members of the public were present however we did not receive a request for public speaking.

## III. Action Items

### A. Review & Approve the FY25-26 Budgets for Academia Moderna, Prepa Tec LA and Central Office

R. Carranza made a motion to Approve the FY 25/26 Budget as is with the understanding that the budget will be reviewed in the next board meeting with the adjustments suggested and review of the org chart.
M. Porras seconded the motion.
Presentation and staff report was presented by APS Superintendent, Ms. Rachel Villalobos.
Board member Dr. Raul Carranza did report on the discussion that took place on 06/12.

Motion to Approve FY 25/26 budget for Central Office as is with the understanding that we revisit in next meeting along with the org chart.
Moved: Dr. Raul Carranza
Second: Mary Porras

Ayes:
Greg Tanner
Mario Castro
Mary Porras
Dr. Raul Carranza

Absent:
Sam Cortez
Luz Maria Castellanos

Noes:
None

Motion to Approve FY 25/26 budget for Prepa Tec LA Middle School as is with the understanding that we revisit in next meeting address situation with staff with adjustments that were made along with the org chart.
Moved: Dr. Carranza
Second: Mary Porras

Ayes:
Greg Tanner
Mario Castro
Mary Porras
Dr. Raul Carranza

Absent:
Sam Cortez
Luz Maria Castellanos

Noes:
None

Motion to Approve FY 25/26 budget for Academia Moderna as is with the understanding that we revisit in next meeting talk about proposed as presented along with the org chart.
Moved: Dr. Raul Carranza
Second: Mary Porras

Ayes:
Greg Tanner
Mario Castro
Mary Porras
Dr. Raul Carranza

Absent:
Sam Cortez
Luz Maria Castellanos

Noes:
None

The board **VOTED** to approve the motion.

**Roll Call**

| | |
|---|---|
| M. Porras | Aye |
| M. Castro | Aye |
| L. Castellanos | Absent |
| R. Carranza | Aye |
| S. Cortez | Absent |

**Roll Call**

| | |
|---|---|
| G. Tanner | Aye |

### B. Review & Approve the Resolution Appointing Lead Petitioners, Rachel Villalobos and Taylor Evans for the Renewal Application for PTLAMS to LAUSD.

M. Castro made a motion to Approve resolution appointing Lead Petitioners APS Superintendent of Instructions Rachel Villalobos and Head of School Taylor Evans and updated the date from June 11 to June 13.
M. Porras seconded the motion.
Presentation and staff report was presented to the board by Superintendent Ms. Rachel Villalobos.

Board members and staff ensued in a discussion.
The board **VOTED** to approve the motion.

**Roll Call**

| | |
|---|---|
| M. Castro | Aye |
| S. Cortez | Absent |
| G. Tanner | Aye |
| L. Castellanos | Absent |
| R. Carranza | Aye |
| M. Porras | Aye |

## IV. Closing Items

### A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:26 PM.

Respectfully Submitted,
M. Porras

### B. NEXT BOARD MEETING: June 16, 2025

# Coversheet

## Approve Minutes of APS Board meeting of June 11, 2025

| | |
|---|---|
| **Section:** | III. Consent Agenda |
| **Item:** | B. Approve Minutes of APS Board meeting of June 11, 2025 |
| **Purpose:** | Approve Minutes |
| **Submitted by:** | |
| **Related Material:** | Minutes for Meeting of a APS Board Meeting on June 11, 2025 |

APPROVED

# Alta Public Schools

# Minutes

## Meeting of a APS Board Meeting

**Date and Time**
Wednesday June 11, 2025 at 6:00 PM

**Location**
Zoom: https://altaps-org.zoom.us/j/85950702827; ID: 859 5070 2827; Telephone: (669) 900-6833,,85950702827#

In Person:
8001 Santa Fe Ave., Walnut Park, CA 90255
2410 Broadway, Walnut Park, CA 90255
2547 Flower St., Huntington Park, CA 90255
10616 S. Western Ave., Los Angeles CA 900047
6350 N Laurel Canyon Blvd, #201, North Hollywood CA 91606
9850 Wilshire Blvd., Beverly Hills, CA 90201

**Directors Present**
G. Tanner, L. Castellanos, M. Castro, M. Porras, R. Carranza, S. Cortez

**Directors Absent**
*None*

**Guests Present**
N. Saenz, X. Reyes

### I. Opening Items

**A.**

**Record Attendance and Guests**

### B. Call the Meeting to Order

G. Tanner called a meeting of the board of directors of Alta Public Schools to order on Wednesday Jun 11, 2025 at 6:08 PM.

## II. Public Comment

### A. Public Comment

No public comments.

## III. Consent Agenda

### A. Approve Minutes of the March 19, 2025 Board Meeting

L. Castellanos made a motion to approve the minutes from APS Board Meeting from March 19, 2025.
R. Carranza seconded the motion.
The board **VOTED** to approve the motion.

**Roll Call**

| | |
|---|---|
| L. Castellanos | Aye |
| S. Cortez | Aye |
| G. Tanner | Aye |
| R. Carranza | Aye |
| M. Castro | Aye |
| M. Porras | Aye |

### B. Approve New Hires

L. Castellanos made a motion to Approved Consent agenda Items A and B.
R. Carranza seconded the motion.
The board **VOTED** unanimously to approve the motion.

**Roll Call**

| | |
|---|---|
| M. Castro | Aye |
| M. Porras | Aye |
| G. Tanner | Aye |
| R. Carranza | Aye |
| L. Castellanos | Aye |
| S. Cortez | Aye |

## IV. Academic Report

### A. Academic Report Presentation

Staff report and presentation was presented to the board by APS Superintendent, Ms. Rachel Villalobos.

Academic report will be by Ms. Evans for AMCS and Dr. Newell will provide academic report for PTMS on the following subjects:

- Employee and student recognition
- Suspension/Expulsion
- WASC
- PYP IB Renewal
- Summer Program
- Reclassification
- iReady
- CAASP

Ms. Marisa Rascon reported on the summer school program.

**B. Review and Discuss AMCS and PTLA LCAP (available for comment until 1 day before the Board adoption meeting)**

Staff report and presentation was presented to the board by APS Superintendent, Ms. Rachel Villalobos and Dr. Newell.

## V. Action Items

**A. Review and Approve APS Independent Studies Master Agreement**

M. Porras made a motion to Approve APS Independent Studies Master Agreement.
R. Carranza seconded the motion.
Staff report and presentation was presented to the board by APS Superintendent, Ms. Rachel Villalobos.
The board **VOTED** to approve the motion.

| **Roll Call** | |
|---|---|
| M. Castro | Aye |
| M. Porras | Aye |
| R. Carranza | Aye |
| G. Tanner | Aye |
| L. Castellanos | Aye |
| S. Cortez | Aye |

**B. Review & Approve the FY25-26 Education Protection Account (EPA) Plans for AMCS and PTLAMS**

Item was tabled.

**C.**

**Review & Approve the FY25-26 Budgets for Academia Moderna, Prepa Tec LA and Central Office**

Item has been tabled for a special board meeting.

**D. Review & Approve the ConApps for Academia Moderna and Prepa Tec LA**

R. Carranza made a motion to Approve ConApps for Academia Moderna and Prepa Tec LA Middle School.
S. Cortez seconded the motion.
Presentation and staff report was presented to the board by Mr. Xavier Reyes

Board members and staff ensued in a discussion.
Board moved to approve for AMCS and PTMS. Votes are as follows:

Moved to approved ConApps for Academia Moderna
Moved by Dr. Raul Carranza
Second by Sam Cortez

Ayes:
Greg Tanner
Sam Cortez
Mario Castro
Luz Maria Castellanos
Dr. Raul Carranza

Absent:
Mary Porras

Noes:
None

Moved to approved ConApps for Prepa Tec Middle School
Moved by Dr. Raul Carranza
Second by Greg Tanner

Ayes:
Greg Tanner
Sam Cortez
Mario Castro
Luz Maria Castellanos
Dr. Raul Carranza
Mary Porras

Noes:

None

The board **VOTED** to approve the motion.

**Roll Call**

| | |
|---|---|
| M. Porras | Aye |
| G. Tanner | Aye |
| S. Cortez | Aye |
| R. Carranza | Aye |
| M. Castro | Aye |
| L. Castellanos | Aye |

**E. Review & Approve the APS Organizational Chart for FY2025-2026**

Item was tabled for the next board meeting

**F. Review & Approval of Revised APS Financial Policies and Procedures Manual**

Item was tabled for the next board meeting

**G. Review & Approve Answer to the LAUSD Fiscal Letter of Concern for Prepa Tec LA**

Item was tabled for the next board meeting

**H. Review & Approve the Resolution Appointing Lead Petitioners, Xavier Reyes, Rachel VIllalobos, and Esther Cuevas for the Renewal Application for PTLAMS to LAUSD**

Item was tabled for the next board meeting

## VI. Organization Management, Programs and Operations Report

**A. OMPO Report**

Staff report and presentation was provided by the following staff members per subject item.

A. Outreach, Enrollment, and Retention Report was presented Ms. Matamoros.
B. Meal Program was presented by Glenda Aleman
C. HR Update was presented by Ms. Guadalupe Mendez, HR Director.

## VII. Closed Session

**A. Personnel Matters (1 Item).**

Nothing to report.

## VIII. Closing Items

**A.**

### Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:16 PM.

Respectfully Submitted,
M. Porras

## B. NEXT BOARD MEETING: July , 2025

# Coversheet

## Approve MInutes of Special Board meeting on May 28, 2025

| | |
|---|---|
| **Section:** | III. Consent Agenda |
| **Item:** | C. Approve MInutes of Special Board meeting on May 28, 2025 |
| **Purpose:** | Approve Minutes |
| **Submitted by:** | |
| **Related Material:** | Minutes for Special Board Meeting on May 28, 2025 |

APPROVED

# Alta Public Schools

# Minutes

## Special Board Meeting

**Date and Time**
Wednesday May 28, 2025 at 5:00 PM

**Location**
Zoom: https://altaps-org.zoom.us/j/86557082028

In Person:
8001 Santa Fe Ave., Walnut Park, CA 90255
2410 Broadway, Walnut Park, CA 90255
2547 Flower St., Huntington Park, CA 90255
10616 S. Western Ave., Los Angeles CA 900047
6350 N Laurel Canyon Blvd, #201, North Hollywood CA 91606
9850 Wilshire Blvd., Beverly Hills, CA 90201

**Directors Present**
G. Tanner, L. Castellanos, M. Porras, R. Carranza

**Directors Absent**
M. Castro, S. Cortez

**Guests Present**
N. Saenz

### I. Opening Items

**A.**

**Record Attendance and Guests**

### B. Call the Meeting to Order

G. Tanner called a meeting of the board of directors of Alta Public Schools to order on Wednesday May 28, 2025 at 5:06 PM.

## II. Public Comment

### A. Public Comment

No public speakers.

## III. Closing Items

### A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:48 PM.

Respectfully Submitted,
G. Tanner

### B. NEXT BOARD MEETING: June 11, 2025

# Coversheet

## Academic Report Presentation

**Section:** IV. Academic Report
**Item:** A. Academic Report Presentation
**Purpose:** FYI
**Submitted by:**
**Related Material:** 2. APS Board Presentation 08.13.2025.pdf

# Alta Public Schools

# Academia Moderna | Prepa Tec

## Board Meeting

08/13/2025

# Academia- Students of the Month

# Academia- Staff of the Month

# Academia- Updates

- Suspensions/Expulsions
  - 0 Suspensions/Expulsions
- Summer School
  - Talent Show: Instrument Recital
  - Cadet Sleepover USS Battleship Iowa
  - Galaxy Soccer Clinic
  - Coding Classes

# Prepa Tec- Students of the Month

# Prepa Tec- Staff of the Month

# Prepa Tec- Updates

- Suspensions/Expulsions
  - 0 Suspension/Expulsions
- Summer School
  - Cadet Sleepover USS Battleship Iowa
  - Galaxy Soccer Clinic
  - Coding Classes

# Expanded Learning

# Academic Report

- **Beginning of the School Year Update**
  - AMCS 376
  - PTLA 315
- **Math Vendor**
  - 1-year contract to increase student achievement, engagement, and confidence in all math areas
- **Playworks - $29,500**
  - The Playworks program offers numerous benefits for children, schools, and communities. It enhances physical activity, promotes social and emotional learning, and fosters a more positive and engaging learning environment.
- **LAUSD - Notice to Cure**
  - Working through the communication and support from LAUSD

# Academic Report

## AB 10

- The purpose of this policy is to comply with **California Assembly Bill 10 (AB 10)**, which requires schools to implement measures that protect students from discrimination, harassment, and shaming based on body size, shape, weight, or appearance. This policy affirms our commitment to fostering an educational environment in which all students feel safe, respected, and supported, regardless of their physical appearance.

# Coversheet

## Review & Approve AB 10

**Section:** V. Action Items
**Item:** A. Review & Approve AB 10
**Purpose:** Vote
**Submitted by:**
**Related Material:** AB 10 Policy 2025-26.pdf

# Prepa Tec - Los Angeles Body Shaming Prevention Policy AB 10

**Policy Number:** [Insert]
**Adopted:** 08.13.2025
**Reviewed/Revised:** 08.10.2025

## I. Purpose

The purpose of this policy is to comply with **California Assembly Bill 10 (AB 10)**, which requires schools to implement measures that protect students from discrimination, harassment, and shaming based on body size, shape, weight, or appearance. This policy affirms our commitment to fostering an educational environment in which all students feel safe, respected, and supported, regardless of their physical appearance.

## II. Scope

This policy applies to:

- All students enrolled at Prepa Tec - Los Angeles
- All school employees, contractors, and volunteers
- All school-sponsored programs, events, and activities, both on and off campus
- Digital communications and online school platforms

## III. Definitions

For the purposes of this policy:

- **Body Shaming:** Verbal, nonverbal, or digital communication that mocks, insults, criticizes, or demeans an individual based on their body size, shape, weight, appearance, or perceived physical characteristics.
- **Harassment:** Unwanted conduct related to physical appearance that creates a hostile, intimidating, or offensive educational environment.
- **Cyber Body Shaming:** Use of digital platforms, social media, or electronic communication to body shame.

## IV. Prohibited Conduct

The following behaviors are strictly prohibited:

1. Making derogatory or mocking comments about a person's body size, shape, weight, or appearance.
2. Spreading rumors or false information about someone's appearance.
3. Engaging in exclusionary behavior or social isolation based on physical appearance.
4. Using nicknames, labels, or stereotypes that demean an individual's body.
5. Sharing unflattering images or edited photos with intent to harm.

## V. Prevention Measures

To prevent body shaming and foster a culture of respect, Prepa Tec - Los Angeles will:

- Integrate **body positivity and self-esteem education** into health and wellness curriculum.
- Provide **annual staff training** on preventing and addressing body shaming and related harassment.
- Promote **inclusive representation** in school materials, posters, and activities.
- Encourage student-led initiatives promoting diversity in body image.

## VI. Reporting and Response Procedures

1. **Reporting:** Students, staff, and parents/guardians may report incidents of body shaming to any teacher, counselor, administrator, or through the school's anonymous reporting system.
2. **Investigation:** Reports will be investigated promptly, confidentially, and in a manner that protects all parties.
3. **Disciplinary Actions:** Consequences for confirmed violations will follow the school's discipline policy, which may include restorative practices, counseling, and other corrective actions.
4. **Support Services:** Victims will be offered access to counseling and support resources.

## VII. Confidentiality and Non-Retaliation

All reports will be handled with strict confidentiality to the extent permitted by law. Retaliation against any person who reports body shaming or participates in an investigation is strictly prohibited.

## VIII. Compliance & Review

- This policy will be reviewed annually by school leadership to ensure compliance with state laws and alignment with best practices.
- Updates will be communicated to students, parents, and staff.

## IX. References

- California Assembly Bill 10 (Body Shaming Prevention)
- California Education Code §§ 220, 234 et seq.
- Prepa Tec - Los Angeles Student and Family Handbook
- Prepa Tec - Los Angeles Anti-Bullying Policy

# Coversheet

## Review & Approve Math Vendor

**Section:** V. Action Items
**Item:** B. Review & Approve Math Vendor
**Purpose:** Vote
**Submitted by:**
**Related Material:** scanner@prepatec.org_20250810_115635.pdf

# Proposal: A Year-Long Plan for Alta Public Schools, Walnut Park, CA

**Caline Khavarani Smith**
**Math Education Consultant**

Caline Khavarani Smith has experience evaluating, supporting, and improving school systems in the area of mathematics. With experience ranging from the primary grades to the university levels and a passion for social justice, Caline is well prepared to support growth within the Alta Public Schools mathematics program. Additionally, Caline participated in a nationwide project for the Smarter Balanced Assessment Consortium (SBAC) from 2014-2016 in which she led a team of middle school teachers to write Performance Tasks used for the CAASPP.
*NOTE: Please see Appendix A for additional details about Caline's work and education experience.*

This proposal outlines a plan for professional development in mathematics for the teachers and students of Academia Moderna Elementary School and Prepa Tec Middle School during the 2025-2026 school year.

## Overarching Goal

The goal of this work is to increase student achievement, engagement, and confidence in all mathematics courses, and continue to build the capacity of the Academia Moderna and Prepa Tec teachers by increasing their content knowledge, improving their ability to implement effective instructional routines, and assisting them to use classroom management strategies that best support student growth. We will measure the effectiveness of this work by analyzing various forms of data, including standardized test scores, grades, and teacher/student surveys.

## Areas of Focus

This proposed plan will focus on three prongs:

- **Content** – How deeply do the teachers understand the mathematics they are teaching? How confident are the teachers with their curriculum? Do the teachers see themselves as mathematicians?

- **Instruction** – How are teachers teaching their content? How are they delivering the curriculum? Are students engaged, having fun, and learning? What instructional strategies might teachers use to increase student achievement, engagement, and confidence?

- **Management** – Are teachers and students benefiting from every instructional minute? Are there any classroom management strategies that could help teachers maximize their effectiveness in the classroom?

## Action Plan

Our support days can include:

- **Summer Planning with Administration** – scheduled time over the summer to meet with the administration and clarify what each school's goals are in math. This will help us determine a clear direction for the teachers and for our work together.

- **Math Kickoff** – in the summer or at the beginning of the school year for all teachers at Academia Moderna and the mathematics teachers of Prepa Tec Middle School. The kickoff will focus on teambuilding, using mathematical thinking and instruction as our path to getting to know each other.

- **In-School Support** – A flexible combination of coaching, co-planning, co-teaching, observation, lesson debriefs, or data reflection with teachers.

- **PD workshops** where teachers participate as learners in engaging, fun, and mathematically rigorous activities with the purpose of building their content knowledge and also giving them ideas they can adapt for use in their classrooms. These events can include all staff (TK-5 or TK-8) or can be split up as TK-2, 3-5, and 6-8. Content will be planned accordingly.

- **Administration check-in meetings** to evaluate the effectiveness and direction of our plan, reflect on the impact, or discuss next steps.

## Budget Considerations

Each support day costs $2,375, which includes the extensive pre-planning and design. Sessions can be flexibly delivered in person or online, as needed.

This work is meant to meet the needs of the Alta Public Schools teachers and students. Thus, it is essential to consider what type(s) of support best meet those needs. Below are two options of how days can be allocated. Support days can be flexibly scaled up or down as the school sees fit.

- **Option A** allows for 22 support days. Given that there are two school sites, this would result in about one visit per campus per month plus two days for planning and other needs. Another option would be to work with only one school this year, so that they would get two visits per month, making a bigger impact with those teachers in our first year partnering together. The total for Option A would be $52,250.

- **Option B** allows for 42 support days, which would equate to about two visits per campus per month plus two days for planning and other needs. These visits could be divided, with weeks in between, allowing teachers to work on something and come back to debrief. Or we could plan tighter coaching cycles, like two consecutive days per month, for example. The total for Option B would be $99,750.

Caline welcomes the opportunity to discuss with the administration what they think best fits the needs of their students. Together, they can craft a plan that is different from both Options A and B, but that best serves the district.

# Appendix A
# Work and Education Experience

**C A L I N E  K H A V A R A N I  S M I T H**

101 North Vista Street ♦ Los Angeles, CA 90036 ♦ 310.422.0680 ♦ calineksmith@gmail.com

**EDUCATION**

**University of California, Los Angeles, CA**
*Master of Arts*, Education (June 2005)
4.0 grade point average

**University of California, Los Angeles, CA**
*Bachelor of Science*, Mathematics with a Specialization in Computing (June 2004)
*Bachelor of Science*, French (June 2004) (Including one semester at the Sorbonne University in Paris, Fall 2001)
*Summa Cum Laude* with a 3.9 grade point average
Honors: Phi Beta Kappa, UCLA College, UCLA Math Department, and recipient of the Sherwood Prize

**Harvard-Westlake School, Los Angeles, CA**
*Cum Laude* with a 4.7 grade point average (June 1999)

**WORK HISTORY**

**Independent Consultant**
Supporting teachers and administrators with math instruction and curriculum at:
Da Vinci Communications High School, El Segundo, CA (2023-Present)
Crete Academy Elementary School, Los Angeles, CA (2022-2025)
Learning Works, Pasadena, CA (2016-2022)

**UCLA Graduate School of Education and Information Studies, Los Angeles, CA**
Teaching in-person and online workshops to teachers on various math subjects and levels (2019-Present)
Leading a team ("Cadre") of grade 3-6 teachers in professional development through Learning Labs (2022-2024)
STEM Coach at LAUNCH Summer Academy for 5-8th graders in South Los Angeles (Summer 2022)
Supporting math teachers from various schools within the Partner Schools Network: Emerson Community Charter School, Mark Twain Middle School, and University High School Charter (2019)
Observing and providing feedback for student teachers in the Teacher Education Program (2019)
Embedded at Watts Learning Center Charter Middle School to improve student performance in math (2017-2018)

**Public Works, Pasadena, CA**
Observing classrooms and writing reports for Public Works, selected by LAUSD as the evaluation contractor to assist in examining whether single gender education is beneficial to students (in response to AB 23) (2019-2020)

**Callahan Consulting, Los Angeles, CA**
Professional development and in-class coaching for math teachers (2019-2021)

**UCLA Mathematics Department, Los Angeles, CA**
Professional development trainer of math teachers for the Curtis Center (2013-2020)
Lead Editor of the Middle School Performance Task Writing Team for the Smarter Balanced Exam (2015-2016)
Director of Professional Development for the Curtis Center (2015-2016)

**Da Vinci Science High School, Hawthorne, CA**
Mathematics teacher: Algebra I and Geometry (2012-2015)
Struggling student supporter for the ninth-grade team (2013-2015)

**El Paso Community College, El Paso, TX**
Adjunct Instructor: College Prep Math (Spring 2012)

**Juvenile Detention Center (Delta Academy), El Paso, TX**
Mathematics and GED tutor (2011-2012)

**Ithaca High School, Ithaca, NY**
Mathematics teacher: Algebra I and Math Support Lab (2009-2011); PLC Lead for Math Support Labs (2010-2011)
AVID teacher: AVID I and AVID II (2009-2011)
**Hawthorne High School, Hawthorne, CA**
Mathematics teacher: Pre-Algebra, Algebra I, Algebra II, Geometry, Precalculus, and ESL Algebra (2004-2009)
AVID teacher: AVID I through AVID IV (2005-2009)
Mathematics department chairperson (2008-2009)

## SPEAKING ENGAGEMENTS AND WORKSHOPS

**California Mathematics Council-South Annual Conference**
*Partnering with Parents to Strengthen Math Education* (November 2023 and 2024)
*Let's Do Math Together! Teaching Strategies that Spark Joy* (November 2022)
*Engaging All Students so They Have Fun While Learning Math* (November 2021)
*Engaging Struggling Students: Make Class Fun and Effective* (November 2020)
*Testing: Using Assessments to Help Students Who Struggle* (November 2019)
*No More Badminton in Watts* (November 2018)
**UCLA Math Project**
*Building Fluency through Playful Collaboration* (June 2022)
*Connecting Geometry Through the Grades: Concepts from Elementary to Secondary* (August 2021, July 2019)
**Orange County Math Council Symposium**
*Engaging All Students so They Have Fun While Learning Math* (March 2022)
**UCLA Writing Project and Center X**
*Engaging Struggling Students in the Mathematics Classroom: Make Class Fun and Effective* (November 2020)
*Maximizing the Benefits of Collaborative Learning in the Mathematics Classroom* (November 2019)
**Da Vinci Innovation Academy Parent Educator Conference**
*Ensuring Strong Foundations in Math* (February 2020, February 2017)
**UCLA Curtis Center Math and Teaching Conference**
*Maximizing the Benefits of Collaborative Learning for Struggling Students* (March 2019)
*Making Math Accessible to Struggling Students* (March 2017)
*Panel on Access, Equity, and the Standards for Mathematical Practice* (March 2015)
*Mathematical Modeling in Geometry* (March 2015, March 2013) and *Modeling in Algebra* (March 2014)
*Classroom Management Tips for Teachers* (February 2009, March 2008)
**Math Education and Social Justice Conference**
*Panel on Creating Balance in an Unjust World* (January 2014)
**Cornell University and Ithaca City School District**
*Social Justice in Mathematics* (March 2010, November 2010)

## CREDENTIALS

California Clear Single Subject Teaching Credential, Mathematics & Mathematics for English Language Learners
Prerequisites satisfied for California Preliminary Administrative Services Credential

## SKILLS

Fluent in English and Farsi; conversational in Spanish and French; can read and write Hebrew

## INTERESTS

Reading books with my 11- and 9-year-old boys, dance, yoga, and cello

**References Available Upon Request**

2 of 2



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# Coversheet

## Review & Approve Playworks

**Section:** V. Action Items
**Item:** C. Review & Approve Playworks
**Purpose:** Vote
**Submitted by:**
**Related Material:** Payworks 2025-26 (1).pdf

**FYE25 Total: $29,500**

- **Recess Reboot** **(4 consecutive days onsite) | $13,500**
- **Consultation Visit** (full Day) **$2500 x4 | $10,000**
  - ***Opt into as many as needed***
    - ***#1- Sept/Oct***
    - ***#2- Dec/Jan***
    - ***#3- March***
    - ***#4- April/May***
- **Power of Play and Group Management | $6,000**
  - ***1 day, 6hr day, Up to 35 participants***
  - ***Summer PD or at any time***

The Playworks program offers numerous benefits for children, schools, and communities. It enhances physical activity, promotes social and emotional learning, and fosters a more positive and engaging learning environment.

Here's a breakdown of the key benefits:

For Children:

**Increased Physical Activity:**

.

Opens in new tab

Playworks ensures students are more active during recess, leading to improved physical health and cognitive function.

**Development of Social and Emotional Skills:**

.

Opens in new tab

Through games and activities, children learn to cooperate, resolve conflicts, build relationships, and develop leadership skills.

**Improved Academic Performance:**

.

Opens in new tab

By creating a more engaging and positive learning environment, Playworks can contribute to increased focus, motivation, and academic success.

**Conflict Resolution:**

.

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Playworks provides tools and strategies for students to resolve conflicts independently, reducing the need for teacher intervention.

**Enhanced Sense of Belonging:**

.

Opens in new tab

A more inclusive and positive recess environment can lead to increased feelings of belonging and connection among students.

For Schools and Communities:

**Positive School Climate:**

Playworks helps create a more positive and engaging school climate, reducing bullying and disruptive behavior.

**Reduced Conflicts:**

By teaching conflict resolution skills, Playworks can lead to fewer conflicts and disciplinary issues.

**Improved Teacher Morale:**

With fewer behavior issues to address, teachers can focus more on instruction and less on managing conflicts.

**Increased Parent Engagement:**

A positive school environment can lead to increased parent involvement and support.

**More Effective Learning Environment:**

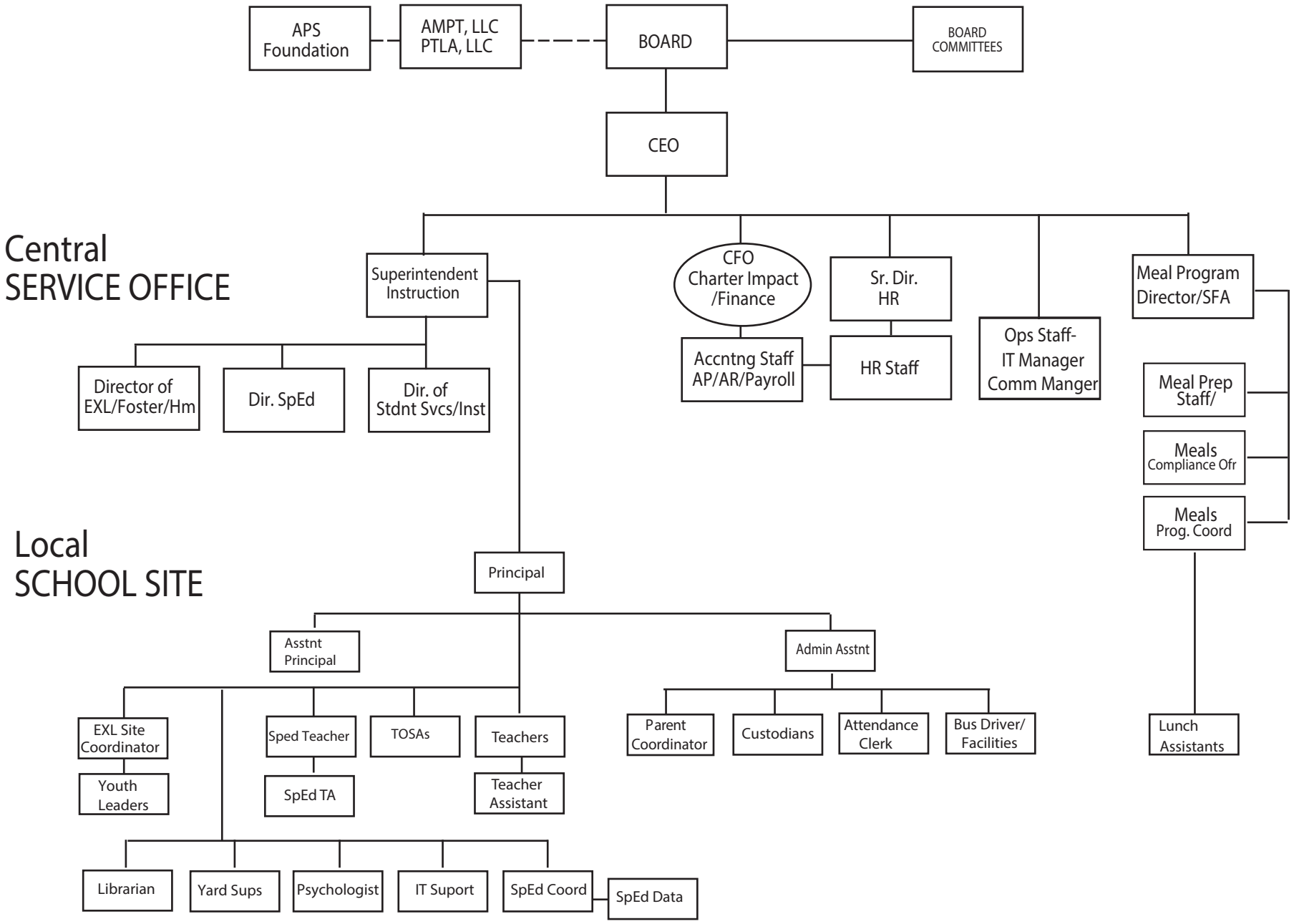
By promoting physical activity, social-emotional learning, and a positive school climate, Playworks contributes to a more effective learning environment for all students.

# Coversheet

## Review & Approve the APS Organizational Chart for FY2025-2026

**Section:** V. Action Items
**Item:** D. Review & Approve the APS Organizational Chart for FY2025-2026
**Purpose:** Vote
**Submitted by:**
**Related Material:** Org_Chart_2025-26.pdf

# Alta Public Schools Organizational Structure 2025-2026



# Coversheet

## Review & Approve the Resolution Appointing Lead Petitioners, Xavier Reyes, Rachel VIllalobos, Marquis Newell, and Jason Sitomer for the Renewal Application for PTLAMS to LAUSD

**Section:** V. Action Items
**Item:** E. Review & Approve the Resolution Appointing Lead Petitioners, Xavier Reyes, Rachel VIllalobos, Marquis Newell, and Jason Sitomer for the Renewal Application for PTLAMS to LAUSD
**Purpose:** Vote
**Submitted by:**
**Related Material:** Lead_Petitioners.pdf

BOARD RESOLUTION - 6.11.25.1
ASSIGNING LEAD PETITIONERS FOR THE RENEWAL OF THE
PREPA TEC, LOS ANGELES MIDDLE SCHOOL AT LAUSD

WHEREAS, Alta Public Schools is an IRS 501c3 tax exempt non-profit corporation and a non-profit California corporation for the purposes of developing, managing and servicing charter schools, including Academia Moderna charter elementary school; and

WHEREAS, Alta Public Schools has a mission to "provide a world class education to every child" in underserved communities; and

WHEREAS, Academia Moderna and Prepa Tec LA parents have continued to support both schools with a plan to matriculate their children in a public charter middle school administered by Alta Public Schools when their children promote to the sixth grade; and

WHEREAS, Alta Public Schools provides a specific rigorous curriculum aligned with the International Baccalaureate educational program for all students.

NOW THEREFORE BE IT RESOLVED, that Alta Public Schools' Board of Directors deems it to be in the best interest of the local students, parents and community to submit a charter petition to re-establish or renew the Prepa Tec, Los Angeles Middle School charter serving the South and Southeast Los Angeles communities.

BE IT ALSO RESOLVED that the Board Members authorize, direct and designate Xavier Reyes, APS CEO; Rachel Villalobos, APS Superintendent of Instruction; Marquis Newell, Principal; and Jason Sitomer, APS Finance Manager, as the Prepa Tec, Los Angeles Middle School "Lead Petitioners."

CERTIFICATION OF SECRETARY

I, Mary Porras, Secretary of Alta Public Schools Board of Directors do hereby certify that the above is a true and correct excerpt from the minutes of the meeting of the board of directors of the Alta Public Schools, held on the 11th day of June, 2025, at which meeting a quorum was present.

_____

Mary Porras, Board Secretary signature

# Coversheet

## Review and Approval to Request Proposals for a Food Service Management Company

| | |
|---|---|
| **Section:** | V. Action Items |
| **Item:** | G. Review and Approval to Request Proposals for a Food Service Management Company |
| **Purpose:** | Vote |
| **Submitted by:** | |
| **Related Material:** | Alta2025RFP.rev.docx<br>Alta2025RFP.rev.docx.pdf |

**Notice of Request for Proposals**
**Food Service Management Company**
**RFP** Alta2025RFP

Notice is hereby given that the Governing Board of the Alta Public Schools (hereinafter referred to as **SFA**) is requesting proposals for a food service management company (hereinafter referred to as **Respondent[s]**) to assist with the SFA's food service program.

Respondents should not construe from this legal notice that the SFA intends to enter into a fixed-price contract with the Respondent unless, in the opinion of the SFA, it is in the best interest of the SFA to do so. The SFA reserves the right to negotiate final contractual terms with the successful Respondent.

The Request for Proposal (RFP) documents are available at
Alta Public Schools Web site at www.altaps.org

To request the RFP documents by email, postal mail, or fax, please contact
Jesse Gutierrez and Glenda Aleman
email jes.gutierrez@altaps.org and g.aleman@altaps.org
Postal Mail 1314 w. 12th Street, Los Angeles, CA 90015

The SFA will record and provide answers to any questions or requests for clarifying information about the RFP during the question and answer period.

The SFA will hold a **Mandatory Tour** of the SFA facilities on
Wednesday, September 3rd, 2025 at 9 am
Location: 1855 East Valley Parkway, Escondido, CA 92027
All potential Respondents must attend in order to submit a proposal

Respondents must submit written proposals in a sealed package labeled
"Proposal - Food Service Management Company Alta2025RFP
Addressed to the SFA at 1314 w. 12th Street, Los Angeles, CA 90015
ATTN: Jesse Gutierrez and Glenda Aleman

The SFA will accept all proposals received on or before Tuesday, September 23rd, 2025 at 10 am. The SFA will not accept proposals that are received after the deadline. The SFA will open proposals at Tuesday, September 23rd, 2025 at 10:30 am.

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to their governing board, as applicable, at its regularly scheduled meeting.

Alta Public Schools

**REQUEST FOR PROPOSAL**
**FOOD SERVICE MANAGEMENT COMPANY**
**Cover Page**

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CONTACT INFORMATION

Alta2025RFP
by

Alta Public Schools
FOOD SERVICE PROGRAM

ADDRESS ALL PROPOSALS TO:

Jesse Gutierrez and Glenda Aleman

Email: jes.gutierrez@altaps.org and g.aleman@altaps.org

Postal Mail: 1314 w. 12th Street, Los Angeles, CA 90015

Phone Number: 323-629-9665

Alta Public Schools

alta public schools

# Request for Proposal

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## Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a food service management company (FSMC) that will provide Alta Public Schools (hereinafter referred to as the school food authority [SFA]) with food service management assistance for their food service operation. The FSMC will provide services to the SFA as described in the Scope of Work in the Model Fixed-price Contract.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the breakfast and lunch NSLP program to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program (Title 7, *Code of Federal Regulations* program [7 CFR, sections 210.10 and 220.8, if applicable].

General food service goals are to:

- Provide an appealing and nutritionally sound program for students as economically as possible
- Stimulate both student and adult participation in the program through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, offering menu variations, and improving planning
- Maintain reasonable prices for students and adults participating in the food service program
- Maintain student and staff morale at a high level

All procurement transactions are to be conducted in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations* (2 *CFR*), Section 200.319(a)(1-7). The SFA must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable California state and federal statutes and regulations.

Outlined below are competitive bidding basic standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
- The SFA released this RFP to benefit the SFA and not the Respondents.
- Fulfillment of RFP specifications is based on full and fair competition and acceptance by the SFA of the most responsive and responsible Respondent to the SFA's requirements, as determined by the SFA when evaluating proposals based on the criteria contained in the RFP.

- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

The above four points are for illustrative purposes only, and do not include all California state and federal requirements to achieve competitive bidding.

To respond to this RFP, interested FSMCs must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The SFA will measure this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

To be competitive in this solicitation, the Respondent must:

- Carefully read the entire RFP, attachments, exhibits, addenda, and SFA responses to questions before submitting a proposal
- Ask appropriate questions or request clarification before the deadline in the RFP
- Submit all required responses by the required deadlines
- Follow all instructions and requirements of the RFP thoroughly and appropriately

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Respondent shall immediately notify the SFA of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the SFA of the error prior to the date for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

Alta Public Schools

**Schedule of Events**
**for**
**RFP #** Alta2025RFP

| | | |
|---|---|---|
| Board Meeting – RFP Approval | Wednesday | August 13,2025 |
| Release of RFP | Friday | August 15,2025 |
| First Public Notice | Friday | August 15, 2025 |
| Second Public Notice | Friday | August 22, 2025 |
| Mandatory Tour | Wednesday | September 3, 2025 |
| Respondent Question Submission Deadline | Monday | September 8, 2025 |
| SFA Provides Answers | Tuesday | September 9, 2025 |
| Deadline for Submission of Sealed Proposal | Tuesday | September 23, 2025 |
| Proposals Opened | Tuesday | September 23, 2025 |
| Proposals Evaluated | Tuesday | September 30, 2025 |
| Board Meeting – Proposal Approval | Wednesday | October 8, 2025 |
| Anticipated Contract Award Date | Thursday | October 9, 2025 |

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at www.altaps.org

All interested Respondents must attend the Mandatory Tour. The SFA will reject proposals from Respondents that do not attend (Attachment B).

## General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.

2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.

3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. The SFA may reject any or all proposals or waive any immaterial deviation in a proposal. The SFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract. The SFA may reject a proposal if it is deemed overly responsive or contains language that provides any added value not requested in the RFP.

4. Respondents are responsible for the costs of developing proposals, and shall not charge the SFA for any preparation costs.

5. The SFA asks Respondents that do not intend to submit a proposal to notify the SFA in writing.

6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.

7. The Respondent shall include a 21–Day Cycle menu for all programs to be served (7 *CFR*, sections 210.16[b][1] and 220.7[d][2][i], if applicable).

8. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or their authorized agent, through the contact person named in the "Contact Information" provided on page iv of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.

9. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on www.altaps.org. The SFA will notify Respondents so they can obtain any addenda from the SFA's web site, or request it by email, postal mail, or fax.

10. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, the SFA is not required to award a contract.

11. The SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the SFA to reject all proposals submitted by the Respondent.

If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.

12. The SFA will not consider a joint proposal submitted by two or more entities.

13. Additional charges for regular or express delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be included (and separately identified) in the proposal.

14. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.

15. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.

16. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.

17. Respondents may submit their questions regarding the information presented in this RFP to Jesse Gutierrez and Glenda Aleman in writing by postal mail at 1314 w. 12th Street, Los Angeles, CA 90015, e-mail at jes.gutierrez@altaps.org, no later than Monday, September 8th at 9 am. The SFA will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions.

18. SFA representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.

19. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents. A material change will require the SFA to rebid the contract.

20. Interested Respondents are required to inspect the SFA's premises prior to submitting a proposal in order to determine all requirements associated with the proposed contract. The inspection of premises will occur during the Mandatory Tour (if applicable).

21. Respondents shall submit one paper copy and one digital copy via email.

    a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled "Master Copy".

b. The Respondent must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.

c. The sealed proposal envelopes must be marked legibly with the SFA's RFP number and title, and the SFA name and address, as shown in the following example:

Proposal—Food Service Management Company

Alta2025RFP

by

Alta Public Schools
FOOD SERVICE PROGRAM

ADDRESS ALL PROPOSALS TO:

Jesse Gutierrez and Glenda Aleman

Email: jes.gutierrez@altaps.org and g.aleman@altaps.org

Postal Mail: 1314 w. 12th Street, Los Angeles, CA 90015

Phone Number: 323-629-9665

## Proposal Requirements

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Respondents must complete, label, and separate each section, and number all pages. The content and sequence of the proposal will be as follows:

### Section 1 - Administrative Requirements

### A. Cover Letter

Only the individual(s) authorized to bind the Respondent contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, the SFA will reject the proposal. The SFA may reject the proposal if the Respondent fails to include the following required information:

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent’s Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title, phone number, fax number, and email address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and email address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent’s willingness to perform the services described in this RFP
- A statement expressing the Respondent’s ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP
- A statement regarding the Respondent’s proprietary information; if applicable, the Respondent must clearly mark in the upper right-hand corner those pages to be considered proprietary (**Note**: The Respondent cannot consider the entire proposal to be proprietary)
- The following certification:

  > By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

### B. Table of Contents

Immediately following the cover letter, include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

## Section 2 – Required Attachments

### A. Attachment Checklist

The Respondent shall include a checklist containing all documents identified in the Attachments Checklist (as listed on Attachment A). The SFA may reject proposals that do not include the proper required attachments.

### B. Mandatory Tour (optional)

It is optional for the SFA to hold a mandatory tour (Attachment B). The tour schedule includes the sites. Prospective Respondents may not contact any sites or employees outside of the scheduled visit. The SFA requests that Respondents do not take pictures during the tour as the SFA has not obtained releases from parents, students, and employees.

### C. Minimum Qualifications

The SFA will only consider Respondents that **meet all minimum qualifications** (as listed on Attachment C).

### D. FSMC Professional Standards

Establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs (as listed on Attachment D).

### E. Proposal Questionnaire

The Proposal Questionnaire (as listed on Attachment E) is intended to provide the SFA with specific information concerning the Respondent’s capability to provide services as described in this RFP. Respondents should limit their responses to the number of pages noted in the questionnaire and answer each question in the same order.

### F. Respondent References

Respondents must provide three references on the Respondent References form (Attachment F). The SFA reserves the right to contact any of the references listed, and retains the right to conduct reference checks with individuals and entities beyond those listed.

## G. Authorization Agreement

The Respondent or their authorized representative must sign the Authorization Agreement (Attachment G) and return it with the proposal package.

## H. Fee Proposal

The Respondent must complete the Fee Proposal (Attachment H) and return it with the proposal package.

## I. Certifications

The Respondent must complete the certifications (Attachment I) and return them with the proposal package.

## J. Certificate of Independent Price Determination

The Respondent must complete the certifications (Attachment J) and return them with the proposal package.

## K. 21–Day Cycle Menu

The Respondent must submit a 21 Day Cycle menu (Attachment K) for all programs to be served (7 *CFR*, sections 210.16[b][1] and 220.7[d][2][i], if applicable) for the proposal package.

## Evaluation of Proposals

Proposals will be opened on or after the date and time specified in the Schedule of Events. During the evaluation process, the SFA may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

An error in the proposal may cause the SFA to reject that proposal; however, the SFA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the SFA will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the SFA may choose to correct errors such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

The SFA will open proposals to determine if they contain all the required information in accordance with this RFP. The SFA will evaluate qualifying proposals using the following criteria:

| CRITERIA | MAXIMUM POINTS |
|---|---|
| **Cost** | 25 |
| **Administrative Requirements: Did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?** | 15 |
| **Experience with School Breakfast and National School Lunch Programs.** | 10 |
| **Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA’s food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA’s satisfaction.** | 20 |
| **The financial stability of the Respondent.** | 15 |
| **Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.** | 15 |
| **TOTAL POINTS** | 100 |

The SFA will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion. The SFA will recommend awarding the contract to the most responsive and responsible Respondent with the highest total proposal score.

# Attachment A

## Attachment A: Attachments Checklist

_____
Respondent Company Name

Please complete this checklist to confirm that the items listed below have been included in your proposal. Place a checkmark or “x” next to each item submitted to the SFA. For your proposal to be considered, all required attachments must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

| Attachment | Attachment Name |
|---|---|
| _____ A | Attachments Checklist |
| _____ B | Mandatory Tour |
| _____ C | Minimum Qualifications |
| _____ D | FSMC Professional Standards |
| _____ E | Proposal Questionnaire |
| _____ F | Respondent References |
| _____ G | Authorization Agreement |
| _____ H | Fee Proposal |
| _____ I | Certifications Regarding Lobbying Activities, Debarment, Suspension and Other Responsibility Matters |
| _____ J | Certificate of Independent Price Determination |
| _____ K | 21–Day Cycle Menu (Include) |

## Attachment B: Mandatory Tour

The Mandatory Tour will include an escorted tour.

- The tour schedule includes the sites listed below.
- Prospective Respondents may not contact any sites or employees outside of the scheduled visit.
- The SFA requests that Respondents do not take pictures during the tour as the SFA has not obtained releases from parents, students, and employees.

TOUR SCHEDULE

Tour begins at 9:00 am
Where: 1855 East Valley Parkway, Escondido, CA 92027

Second Site Tour begins at 9:30 am
Where: 2255 East Valley Parkway, Escondido, CA 92027

Third Site Tour begins at 10:00 am
Where: 2269 East Valley Parkway, Escondido, CA 92027

The SFA thanks all Respondents for abiding by our request to keep the disruption caused by the visit to a minimum.

## Attachment C: Minimum Qualifications

A Respondent must meet all of the following minimum qualifications to the SFA's satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of 7/1/2025, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least 5 years of experience with food service programs.

   Yes _____ No _____

2. The Respondent has the resources and ability to provide 151,200 of meals per fiscal year.

   Yes _____ No _____

3. The Respondent has knowledge and experience with the National School Lunch and School Breakfast Programs.

   Yes _____ No _____

4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.

   Yes _____ No _____

5. The Respondent is licensed to do business in the state of California.

   Yes _____ No _____

# Attachment D: FSMC Professional Standards

## FSMC Employees Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the “Final Rule,” establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

1. **School Nutrition Program Director**. The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.

2. **School Nutrition Program Manager**. The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).

3. **School Nutrition Program Staff**. School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the school food service structure, and that the definitions apply whether or not the school food service is operated by an FSMC. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to FSMC staff performing any of the duties described above.

The FSMC shall only place staff for work in the school district that meet the minimum professional standards outlined in 7 *CFR,* Section 210.30, which can be viewed at the following web page: http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

- The SFA shall ensure that all staff the FSMC proposes for placement meet the minimum professional standards.

- The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSMC shall remove from the SFA premises any staff who fail to take the required annual training.

- The FSMC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

## Attachment E: Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses **to no more than two pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.**

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.

2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing food service management services (consulting, food purchase, etc.), and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food management services.

3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.

4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five years and the reason(s) why.

5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.

6. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.

7. Provide a description of promotional and marketing materials you will use to attract students to the program.

8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

9. Provide information on the company's participation in the USDA and/or DOD commodities program. How long has the company participated in the program? How many current schools have participated, and what is the average savings per meal for participating schools?

## Attachment F: Respondent References

List three references to which the Respondent has provided food service management services within the past three year(s).

Failure to complete and return this Attachment will cause your proposal to be rejected.

| Reference 1 | | |
|---|---|---|
| Name of Reference | | |
| Street Address | | |
| City | State | Zip Code |
| Contact Person | Contact Title | Contact Phone Number |
| Brief Description of Services Provided | | |
| Dates of Service | | |

| Reference 2 | | |
|---|---|---|
| Name of Reference | | |
| Street Address | | |
| City | State | Zip Code |
| Contact Person | Contact Title | Contact Phone Number |
| Brief Description of Services Provided | | |
| Dates of Service | | |

| Reference 3 | | |
|---|---|---|
| Name of Reference | | |
| Street Address | | |
| City | State | Zip Code |
| Contact Person | Contact Title | Contact Phone Number |
| Brief Description of Services Provided | | |
| Dates of Service | | |

## Attachment G: Authorization Agreement

Request for Proposal for Food Service Management Company
RFP Number: Alta2025RFP

We, Alta Public Schools, by our signature on this document certify the following:

1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.

2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.

3. That the proposal submitted is a firm and irrevocable offer good for one year.

4. That we have carefully examined all terms and conditions set forth in the Model Fixed-price Contract issued by Alta Public Schools.

5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for Alta Public Schools.

6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

FSMC Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

_____
Signature of Authorized Representative

Date Signed: _____

# Attachment H: Fee Proposal

All costs are based on average daily participation of 840 number of meals served on 180 number of school days.

| COST BREAKDOWN | | | |
|---|---|---|---|
| Respondent Instructions<br>♋ **Provide a breakdown of all costs included in the fixed price, including personnel costs.**<br>♋ **Provide the cost per meal; base all food costs** on the attached 21–day cycle menu**.**<br>♋ Clearly identify all costs | | | |
| Item # | **Description**<br>*(Include All Goods and Services included in the Fixed Price)* | | Annual Cost |
| **1.** | Breakfast | | **$** |
| **2.** | Lunch | | **$** |
| **3.** | | | **$** |
| **4.** | | | **$** |
| | Sub Total | | **$** |
| | **Personnel Costs** | | Annual Cost |
| **5.** | Food servers | $ | |
| **6.** | | $ | |
| | **Sub Total** | $ | |
| | **GRAND TOTAL** | | **$** |

| COST PER MEAL | | | |
|---|---|---|---|
| Respondent Instructions:<br>♋ **Provide the cost per meal; base all food costs** on the attached 21–day cycle menu**.**<br>♋ **Prices must not include values for donated foods and must include all meal programs applicable.** | | | |
| **1. LINE ITEM** | 2. UNITS | 3. RATE | 4. TOTAL |
| Breakfast | 61,200 | $ | $ |
| Lunch | 90,000 | $ | $ |
| **TOTAL** | 151,200 | $ | $ |

Personnel Cost

Include the hourly cost for each food server.

| **1 Server per Site** | **Per Hour Cost** |
|---|---|
| Site 1 | |
| Site 2 | |
| Site 3 | |

## Attachment I: Certification Regarding Lobbying

**The undersigned certifies, to the best of their knowledge and belief, that:**

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Organization:

_____

Street address:

_____

City, State, Zip:

_____

Certified by: (type or print)

_____

Title

_____

Signature

_____

Date

Approved by OMB 0348-004

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| 1. Type of Federal Action:<br>☐ contract<br>☐ grant<br>☐ cooperative agreement loan<br>☐ loan guarantee<br>☐ loan insurance | 2. Status of Federal Action:<br>☐ bid/offer/application<br>☐ initial award<br>☐ post-award | 3. Report Type:<br>☐ initial filing<br>☐ material change<br>For material change only:<br>**Year _____quarterDate of last report_____** |
|---|---|---|

| 4. Name and Address of Reporting Entity:<br>**_____Prime ____Subawardee**<br>**Tier_____, if Known:**<br>Congressional District, if known: | 5. If Reporting Entity in No. 4 is Subawardee,<br>**Enter Name and Address of Prime:**<br>Congressional District, if known: |
|---|---|
| 6. Federal Department/Agency: | 7. Federal Program Name/Description:<br>**CFDA Number, *if applicable*: _____** |
| 8. Federal Action Number, ***if known:*** | 9. Award Amount, ***if known:***<br>**$** |
| 10a. Name and Address of Lobbying Registrant<br>***(if individual, last name, first name, MI):*** | 10b. Individuals Performing Services ***(including address if different from No. 10a)***<br>***(last name, first name, MI):*** |

| | |
|---|---|
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. | Signature: Print Name: Title:<br><br>Telephone No.:_____Date:<br><br>_____ |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.

Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

---

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

## Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

A. The Respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

_____

Contractor/Company Name

_____

Award Number, Contract Number, or Project Name

_____

Name(s) and Title(s) of Authorized Representatives

_____

Signature(s)

_____

Date

## Attachment J: Certificate of Independent Price Determination

The Respondent(s) shall execute this Certificate of Independent Price Determination.

| | | |
|---|---|---|
| Name of Respondent | | |

A. By submission of this offer, the offeror (Respondent/FSMC) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:

1. The prices in this offer have been arrived at independently without, for the purposes of restricting competition, any consultation, communication, with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor, before a bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.

B. Each signature on the offer is considered to be a certification by the signatory that the signatory:

1. Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that they have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; or

2. (i) Has been authorized, in writing, to act as agent for the following principals in offering that those principals have not participated in, and will not participate in any action contrary to paragraphs (A)(1) through (A)(3) above.

    - Insert full names of person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of their position in the offeror’s organization.

(ii) As an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to paragraphs
(A)(1) through (A)(3) above; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above, and

C. If the offeror deletes or modifies subparagraph (A)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

| | | | | | |
|---|---|---|---|---|---|
| Signature of FSMC's Authorized Representative | | Title | | Date | |

*In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.*

**Attachment K: 21–Day Cycle Menu**
Please attach to your Proposal

Exhibit 1

Alta Public Schools

**Exhibit 1: Model Fixed-Price Contract**
FOOD SERVICE MANAGEMENT COMPANY

---

Alta2025RFP
by

Alta Public Schools
FOOD SERVICE PROGRAM

Jesse Gutierrez and Glenda Aleman

Email: jes.gutierrez@altaps.org and g.aleman@altaps.org

Postal Mail: 1314 w. 12th Street, Los Angeles, CA 90015

Phone Number: 323-629-9665

Alta Public Schools

# Model Fixed-Price Contract

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# Contract Summary

| FOOD SERVICES CONTRACT | CONTRACT NUMBER |
|---|---|
| | |
| | REGISTRATION NUMBER |
| | |

| | | | |
|---|---|---|---|
| 1 | This contract is entered into between the school food authority and the food service management company named below: | | |
| | **SCHOOL FOOD AUTHORITY NAME** | | |
| | Alta Public Schools | | |
| | **FOOD SERVICE MANAGEMENT COMPANY NAME AND FEDERAL TAX IDENTIFICATION NUMBER** | | |
| | | | |
| 2 | **The term of this Contract is for one year, commencing on** | 10/13/2025 **and ending on** June 30,2026 | |
| 3 | The maximum dollar amount of this Contract is equal to the fixed price per meal multiplied by the number of meals served | **$** | |
| 4 | The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract. | | |
| | Request for Proposal Released | *Enter* page(s) | |
| | Contractor Proposal Received | *Enter* page(s) | |
| | Attached Terms and Conditions | *Enter* page(s) | |
| | Exhibit A: Scope of Work | *Enter* page(s) | |
| | Exhibit B: Schedule of Fees | *Enter* page(s) | |
| | | | |

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

| **FOOD SERVICE MANAGEMENT COMPANY** | | *California Department of Education Use Only* |
|---|---|---|
| NAME of FSMC *(if other than an individual, state whether a corporation, partnership, etc.)* | | |
| | | |
| **BY *(Authorized Signature)*** ✍ | **DATE SIGNED** *(do not type)* | |
| **PRINTED NAME AND TITLE OF PERSON SIGNING** | | |
| | | |
| **ADDRESS** | | |
| | | |
| **SCHOOL FOOD AUTHORITY** | | |
| **NAME of SFA** | | |
| Alta Public Schools | | |
| **BY *(Authorized Signature)*** ✍ | **DATE SIGNED** *(do not type)* | |
| **PRINTED NAME AND TITLE OF PERSON SIGNING** | | ☐ Exempt per: |
| | | |
| | | |

# Model Fixed-Price Contract

## I. Introduction

The Alta Public Schools, hereinafter referred to as the school food authority (SFA), enters into this Contract with [food service management company name], hereinafter referred to as the FSMC to provide food service management assistance for the SFA's food service program, hereinafter referred to as "Services." **During the term of this Contract, the FSMC will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.**

## II. General Terms and Conditions

### A. Term

The term of this contract is one year. The FSMC shall commence providing Services under the Contract on 10/13/2025, and continue through 6/30/3026. After careful consideration, the SFA may annually renew this Contract for four additional one-year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations (Title 7. Code of Federal Regulations (7 *CFR*), Section 210.16[d]).

### B. Designated Contract Liaisons [Enter information]

| SFA Liaison for Services | | FSMC Liaison for Services | |
|---|---|---|---|
| **Name:** Jesse Gutierrez | | **Name:** | |
| **Title:** Director of Kitchen Operations | | **Title:** | |
| **Phone:** 323-629-9665 | **Cell Phone:** | **Phone:** | **Cell Phone:** |
| **Fax:** | **E-mail:** Jes.gutierrez@altaps.org | **Fax:** | **E-mail:** |

Respondents shall serve or deliver by postal mail all legal notices to:

| SFA | FSMC |
|---|---|
| **Name:** Xavier Reyes | **Name:** |
| **Title:** CEO | **Title:** |
| **Address:** 2410 Broadway Avenue, Walnut Park, CA 90255 | **Address:** |

## C. Fees

1. Fixed-price Contracts

   The SFA will pay the FSMC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The SFA must determine, and the FSMC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSMC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in 7 *CFR*, parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The FSMC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract (Title 2, Code of Federal Regulations (2 *CFR*), Section 200.406[a]).

2. Payment Terms

   The FSMC shall submit monthly invoices by 15th of the following month that reflect all activity for the previous calendar month. The FSMC must submit detailed cost documentation monthly to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC, and must be allowable costs consistent with the cost principles in 2 *CFR*, Part 200, as applicable. The SFA will pay invoices submitted by the FSMC within 30 days of the invoice date. The SFA will pay invoices received by its accounting department by the 30th day, if the invoices pass the SFA's audit. The SFA will notify the FSMC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA.

3. Interest, Fines, Penalties, Finance Charges, Income and Expenses

   Interest, fines, penalties, finance charges, income and expenses that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund) (2 *CFR*, Section 200.441). The SFA is prohibited from paying unallowable expenses from the SFA's cafeteria fund.

4. Spoiled or Unwholesome Food, Food Not Meeting Detailed Food Component Specifications or Contract Requirements.

   The SFA shall make no payment to the FSMC for meals that, in the SFA's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by the SFA for the meal pattern, or do not otherwise meet the requirements of this Contract (7 *CFR,* Section 210.16[c][3]).

## D. Contract Cost Adjustment

The contract price (which can include General and Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home San Diego (CPI). The June CPI value will be used as a representation of the change in CPI. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA. Of note, the CPI fee increases should be applied to individual meal or unit costs.

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the SFA to rebid the Contract.

## E. Availability of Funds

Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

## F. Timeliness

Time is of the essence in this Contract.

## G. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE (7 *CFR*, Section 210.19[a][5]).

## H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral



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understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party (7 *CFR*, Section 210.19[a][5]).

## I. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the SFA to rebid the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract:

- The addition of a program
- A major shift in responsibilities for FSMC or SFA staff

## J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA. If subcontracts are let, the FSMC should have taken steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible.

## K. Written Commitments

Any written commitment by the FSMC relative to the services herein shall be binding upon the FSMC. Failure of the FSMC to fulfill any such commitment shall render the FSMC liable for damages due to the SFA. Such written commitments include, but are not limited to:

- Any warranty or representation made by the FSMC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal

- Any written notifications, affirmations, or representations made by the FSMC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

## L. Trade Secrets/Copyrights

The FSMC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and FSMC regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and the SFA, and the FSMC and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency

reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use the work for federal purposes (7 *CFR*, Section 200.315[b]).

## M. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

## N. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

## O. Silence/Absence/Omission

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

## P. Indemnification

The FSMC shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the FSMC's acts or omissions, willful misconduct, negligence, or breach of the FSMC's obligations under this Contract by the FSMC, its agents, employees, or other persons under its supervision and direction.

The FSMC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

## Q. Sanctions

If the FSMC fails to perform the contract terms, the following penalties may be imposed:

- FSMC will be required to provide in writing to the SFA how they will ensure future contract compliance
- Continued nonperformance will result in termination of this contract
- FSMC may be prohibited from bidding on future contracts with the SFA

## R. Breach of Contract

For the breach of the Contract and associated benefits:

If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

## S. Penalties

Cost resulting from the SFA's violations, alleged violations of, or failure to comply with federal, state, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency (2 *CFR*, Section 200.441).

## T. Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

2. Force majeure does not include any of the following occurrences:

    - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market

    - Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence

    - Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits

3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause

such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR*, Section 210.16(d).

4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

## U. Nondiscrimination

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP) will be discriminated against on the basis of race, color, national origin, age, sex, or disability. State agencies and SFAs shall comply with the requirements of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 *CFR*, parts 15, 15a, and 15b); and FNS Instruction 113-1 (7 *CFR,* Section 210.23[b]).



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### V. Compliance with the Law

The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, in the FSMC's compliance efforts.

The FSMC shall comply with all applicable federal regulations in 2 *CFR,* parts 200 and 400 and 7 *CFR,* parts 210 (NSLP), 220 (SBP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), USDA FNS Instructions and policy, federal laws and regulations, California *Education Code* (*EC*), and California laws and regulations, where applicable.

### W. Choice of Law

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

### X. Advice of Counsel

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract.

## III. Relationship of the Parties

**A.** The FSMC's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The FSMC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the FSMC for taxes, all of which will be the FSMC's responsibility. The FSMC agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The FSMC will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA.

**B.** When the SFA is a public school district or program operated by the county Office of Education, the FSMC, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, or Afterschool Meal Supplements (AMS) under the NSLP (*EC* Section 45103.5).



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**C.** All services to be performed by the FSMC will be as agreed between the FSMC and the SFA. The FSMC will be required to report to the SFA concerning the services performed under this Contract. The SFA shall determine the nature and frequency of these reports.

**D.** The SFA is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

## IV. Food Service Program

### A. Food Service Management Company Responsibilities

1. The FSMC will not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event (7 *CFR*, Section 210.21[e]).

2. The FSMC shall have state or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract (7 *CFR*, Section 210.16[c][2]).

### B. School Food Authority Responsibilities

1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (7 *CFR*, sections 210.16[a][2] and 210.16[a][3]).

2. The SFA retains control of the quality, extent, and the general nature of its food service; the prices children are charged for meals (7 *CFR*, Section 210.16[a][4]), and a la carte prices. The SFA may not contract with the FSMC to provide only nonprogram food (e.g., a la carte and adult meals) unless the FSMC offers free, reduced-price, and paid reimbursable lunches to all eligible children (7 *CFR*, Section 210.16[a]).

3. SFAs with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by

the CDE under 7 *CFR,* Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (7 *CFR,* Section 210.8[a][1]).

4. The SFA shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (7 *CFR*, Section 210.10[m]).

5. The SFA shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (7 *CFR,* Section 210.16[a][5]).

6. The SFA shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (7 *CFR*, Section 210.21).

7. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).

8. The SFA shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk (7 *CFR,* Section 245.6).

9. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least three times annually.

10. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and shall disclose the eligibility status of individual students or confidential information provided on the application for free or reduced-price meals to the FSMC, to the extent that such information is necessary for the FSMC to fulfill its obligations under this Contract. The FSMC will not disclose the eligibility status of individual students or confidential information provided (*EC* Section 49558).

11. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (7 *CFR*, Section 245.7).

12. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (7 *CFR*, sections 245.6 and 245.6[a]).

13. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning (7 *CFR*, Section 210.16[a][8]).

14. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met by the FSMC preparing meals offsite or serving meals on-site at an SFA facility (7 *CFR,* Section 210.16[a][7]).

## V. Buy American and California Agricultural Preference Requirements

### A. Food Service Management Company Responsibilities

1. The FSMC will provide meals and snacks purchased with domestic commodities and products to the greatest extent practicable, document exceptions when nondomestic products are purchased, adhere to nondomestic cap for exceptions, and adhere to all other Buy American regulations for the provision of meals and snacks. (7 *CFR* 220.16(d) and 7 *CFR* 210.21(d))

2. The FSMC must submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo SP 38-2017). (7 CFR 220.16(d)(1)(ii) and 7 CFR 210.21(d)(1)(ii))

3. The FSMC must notify the SFA in writing at least 3 days **prior** to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

    a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or

    b) Per Final Rule (*FR)* 31962, the product is listed on the Federal Acquisitions Regulations Nonavailable articles list found at 48 *CFR,* Section 25.104 Nonavailable articles list and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; and/or

c) Why competitive bids reveal the cost of the domestic product is significantly higher (25%) than the nondomestic product

4. Note that per California Food and Agriculture Code *(FAC)* 58596.3, if the SFA receives $1 million or more annually in federal SNP reimbursement, significantly higher must be defined as 25 percent, otherwise the SFA can choose their definition.

5. *FAC* 58596.3 imposes additional requirements for the preference of California agricultural products:

   a) The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic agricultural food product produced outside the state.

   b) The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state

6. The FSMC will provide certification of domestic origin for products which do not have country of origin labels.

7. Per 7 *CFR* 220.16(d)(5)(ii) the FSMC must adhere to the cap on non-domestic food purchases:

   a) Beginning in SY 2025-26, the non-domestic food purchase cap will be 10 percent

   b) Beginning in SY 2028-29, the non-domestic food purchases cap will be 8 percent

   c) Beginning in SY 2031-32, the non-domestic food purchases cap will be 5 percent

## B. School Food Authority Responsibilities

1. The SFA shall maintain documentation provided by the FSMC of the meal and snack components that were comprised of domestic and non-domestic products, including assurance that components were processed domestically. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an on-site administrative review and an off-site procurement review.

2. The SFA shall monitor the contract to ensure the FSMC's adherence to the Buy American and California FAC requirements, including documentation of nondomestic exceptions and associated caps. 2 *CFR*, Section 200.318(b)

3. The SFA must Buy American Provision and California FAC requirements are included in their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as California FAC preferences.

## VI. U.S. Department of Agriculture Foods

### A. Food Service Management Company Responsibilities

1. The FSMC shall fully use, to the maximum extent possible, donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 *CFR,* Section 210.16[a][6]).

2. In accordance with 7 CFR, Section 250.53, the FSMC shall comply with the following provisions relating to the use of donated foods, as applicable:

   a) The FSMC must credit the SFA for the value of all donated foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of donated foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the donated foods value of processed end products to the SFA (7 *CFR,* Section 250.51[a]).

   b) The FSMC shall account for the full value of donated foods (7 *CFR,* Section 250.51) by:

      i) Subtracting the value of all donated foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and

      ii) Using the Average Price File for the school year in which the donated foods are received by the SFA. This listing is available from the USDA Food Distribution web page at http://www.fns.usda.gov/fdd/processor-pricing-reports.

3. The FSMC will be responsible for any activities relating to donated foods in accordance with 7 *CFR*, Section 250.50(d), as applicable, and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR*, Part 250.

4. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.

5. The FSMC must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 *CFR*, Section 250.51[d]).

6. The FSMC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of donated foods contained in end products (7 *CFR*, Section 250.53[a][7]).

7. The method and frequency of crediting donated foods will be in accordance with 7 *CFR*, Section 250.51(b). The FSMC must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties.

8. The FSMC will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR*, Part 250 (7 *CFR*, Section 250.53[a][8]).

9. The FSMC will provide assurance that it will comply with the storage and inventory requirements for donated foods (7 *CFR*, Section 250.53[a][9]).

10. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 *CFR,* Section 250.54(b).

## B. School Food Authority Responsibilities

1. The SFA shall retain title to all donated foods and ensure that all donated foods received by the SFA and made available to the FSMC accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein (7 *CFR*, Section 210.16[a][6]).

2. The SFA shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 *CFR*, Section 210.9[b][15]).



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3. The SFA will maintain records to document its compliance with requirements relating to donated foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all donated foods in accordance with 7 *CFR*, sections 250.54(a) and (c).

4. The SFA will not extend or renew any Contract if the FSMC did not fulfill all Contract provisions relating to donated foods (7 *CFR*, Section 250.53[a][12]).

## VII. Meal Responsibilities

### A. The FSMC shall:

1. Serve meals on such days and at such times as requested by the SFA.

2. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program.

3. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR*, parts 210 and 220, as applicable.

## VIII. Food Service Management Company Employees

**A.** The FSMC shall only place employees for work at the SFA that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30 which can be viewed at the following web page: School Nutrition Program Professional Standards.

The SFA shall ensure that all employees the FSMC proposes for placement meet the minimum professional standards. The FSMC shall ensure their employees take the required annual training as outlined in the professional standards. The FSMC shall track the trainings completed by each employee and maintain documentation to validate that training was completed. The FSMC shall remove from the SFA premises any employee who fails to take the required training.

The FSMC shall provide the SFA with a list of employees and evidence that they meet the professional standards.

**B.** The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s).

**C.** The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSMC will provide specific locations and assignments to the SFA one calendar week prior to the commencement of operation.

**D.** The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC will be responsible for supervising and training their personnel.

**E.** The FSMC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.

**F.** The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.

**G.** The FSMC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSMC shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The FSMC shall indemnify, defend, and hold the SFA harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

## IX. Books and Records

**A.** The SFA and the FSMC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FSMC shall maintain such records as the SFA will need to support its Claims for Reimbursement. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 *CFR,* Section 210.16(c)(1).

**B.** The SFA and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE, USDA FNS and Office of Inspector General of the United States for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR*, Section 210.9[b][17]).

**C.** The FSMC shall not remove state or federally required records from the SFA premises upon contract termination.

**D.** The USDA, Inspector General, the Comptroller of the United States, and the CDE, or any of their duly authorized representatives must have the right of access to any documents, papers, or other records of the FSMC and the SFA which are pertinent to the federal award, in



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order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the FSMC and SFA's personnel for the purpose of interview and discussion related to such documents (2 *CFR*, Section 200.336[a]).

**E.** The distributing agency/CDE, recipient agency/SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for management and use of donated foods (7 *CFR*, Section 250.53[a][10]).

## X. Monitoring and Compliance

**A.** The FSMC shall monitor the food service operation of the SFA through periodic on-site visits in order to develop recommendations for improvement of the food service program.

**B.** The FSMC warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.

**C.** The SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 *CFR,* S*ec*tion 210.8(a). At a minimum, these internal controls shall include all of the following:

- An on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA (7 *CFR,* Section 210.8[a][1])
- Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced-price, and paid lunches served each day to children eligible for such lunches
- A system for following up on lunch counts that suggest the likelihood of lunch counting problems

## XI. Equipment, Facilities, Inventory, and Storage

**A.** The SFA will make available to the FSMC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSMC shall render its services. The SFA shall provide the FSMC with local telephone service. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA's premises.

**B.** The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA's premises within 10 days of its placement on the SFA's premises.

**C.** The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.

**D.** Ownership of the beginning inventory of food and supplies shall remain with the SFA.

**E.** Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FSMC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

## XII. Certifications

**A.** The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR,* parts 200 and 400, and 7 *CFR*, parts 210, 215, 220, 245, 250, and USDA FNS Instruction and policy, as applicable. The FSMC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.

**B.** The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations, and statutes.

**C.** The SFA and FSMC shall comply with all applicable standards, orders, or regulations issued.

For contracts in excess of $150,000, the SFA and FSMC shall comply with the Clean Air Act (42 U.S.C. sections 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251) as amended (Appendix II to 2 *CFR*, Part 200).

**D.** Debarment and Suspension

The parties shall not enter into contracts with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement programs (Executive Orders 12549 and 12689 and 2 *CFR*, Part 200, Appendix II).

**E.** Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 *CFR*, Section 418) must accompany each subsequent four (4) additional one-year renewals. Contract renewals that do not include this certification will not be accepted for consideration (Appendix II to 2 *CFR* Part 200 Section [I]: Byrd Anti-Lobbying [31 U.S.C 1352]).

## XIII. Insurance

The parties shall maintain the following insurances:

**A.** Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars ($1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.

**B.** Comprehensive or Commercial Insurance

The FSMC shall maintain during the term of this Contract, for protection of the SFA and the FSMC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars ($5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSMC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under the Contract and, upon request, shall provide the SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the SFA. With the exception of Workers’ Compensation Insurance, the SFA shall be named as an additional insured under the FSMC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

**C.** Property Insurance

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

## XIV. Termination

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 *CFR*, sections 210.16[d] and 250.12[f][9]). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Section 200.339[a][3]). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety (2 *CFR*, Section 200.339[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.



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Exhibit A

## Scope of Work

### 1. Overview of Alta Public Schools' Food Service Program at the American Heritage Schools

A. **Scale**. Currently the SFA employs 5 persons who will provide food service to approximately 1,280 children at 3 school sites in Escondido, California.

B. **Financial Goals**. The SFA is looking for an FSMC that can provide high-quality meals to these new school sites in Escondido at a reasonable price.

C. **Management Goals**. The SFA is in need of an FSMC that can employ qualified and trained food servers at each of the three new school sites.

**D. Food Service Office and Staff**. The food service office is located at 1314 w 12th Street, Los Angeles, CA 91105 and is under the direction of Jesse Gutierrez, Director of Kitchen Operations.

**E.** National School Lunch Program and School Breakfast Program:

**Overall Participation**

| PROGRAM | GRADES | MAX ENROLLMENT | AVERAGE DAILY PARTICIPATION |
|---|---|---|---|
| National School Lunch (NSLP) | TK-8 | 1,280 | 340 |
| School Breakfast Program (SBP) | TK-8 | 1,280 | 500 |

**Participation by Site**

| Name of Site | Address | Grade Levels | Max Enrollment | Average Bkfst Count | Average Lunch Count |
|---|---|---|---|---|---|
| Heritage Elementary School | 1855 Est Valley Parkway, Escondido, CA 92027 | TK-6 | 610 | 200 | 300 |
| Heritage Junior High School | 2255 East Valley Parkway, Escondido, CA 92027 | 7-8 | 270 | 80 | 120 |
| Heritage Flex Academy | 2269 East Valley Parkway, Escondido, CA 92027 | TK-8 | 400 | 60 | 80 |

### Servers Per Site

| Name of Site | Number of Servers | Number of Hours per day | Approx Work Hours |
|---|---|---|---|
| Heritage Elementary School | 1 | 3 | 10:45 am to 1:45 pm |
| Heritage Junior High School | 1 | 3 | 11:00 am to 2:00 pm |
| Heritage Flex Academy | 1 | 3 | 10:45 am to 1:45 pm |

### Meal Service Type

| Name of Site | Breakfast | Lunch | Heating on Site Capacity | Cooling on Site Capacity | Current Equipment |
|---|---|---|---|---|---|
| Heritage Elementary School | Cold, individually packaged | Hot, ready to serve individual meals | No | Yes | None |
| Heritage Junior High School | Cold, individually packaged | Hot, ready to serve individual meals | No | Yes | None |
| Heritage Flex Academy | Cold, individually packaged | Hot, ready to serve individual meals | No | Yes | None |

*School sites can purchase a cooler or refrigerator if needed.

## 2. Description of FSMC Responsibilities

General: Under the direction of the SFA's Food Service Director, the FSMC selected pursuant to this RFP will provide the following: high quality, visually appealing and tasty meals that meet the USDA menu planning requirements and promote the meal program to students in order to increase student participation. In addition, the FSMC will employ three qualified professional(s) to serve lunch meals to students on a daily basis.

Responsibilities of the FSMC shall include:

### A. Purchasing of Supplies for the Food Service Program

Be responsible for purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program**.**

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation**.**

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations**.**

Purchase food and/or supplies (if applicable); if authorized by the SFA, the FSMC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the FSMC**.**

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

### B. Contracting With Small, and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The FSMC shall comply with 2 *CFR*, Section 200.321 (as applicable).

### C. Facility or Site Operations

The FSMC shall recommend:

- Safety programs for employees
- Sanitation standards for housekeeping, preparation, storage, and equipment
- Adjustments to practices and operation of equipment as required



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- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan

- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities

- Hours and number of positions at each site to meet food service operational needs

## D. Menus

Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the FSMC may only make changes with the SFA's approval (7 *CFR*, sections 210.10, 210.16[b][1] and 220.8, if applicable)**.**

Provide recommendations for menu development that will result in the best quality of products and services at the lowest price for the food service program**.**

Seek student and parent input on successful menu variation and planning.

Provide, upon request by the SFA, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities.

## E. Quality Control

Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.

Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

## F. Staff

Recommend management staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.

Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional and health certifications, and consistent quality control both in production and service.

## G. Records

Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.

Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and the SFA.

## H. Education

Recommend actions or events to promote the nutrition education aspects of the food service program, and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the FSMC will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the FSMC and the Food Service Director, other SFA staff, and the school board, upon request.

## I. Reports

Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the SFA contact by the FSMC consultant/representative on or before the **5**th of each month (7 *CFR,* 210.16[c][1]).

Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs.

## J. Point of Service

Provide and/or implement an accurate point of service meal and milk count; such meal and milk counting system must eliminate the potential for the overt

identification of free and reduced-price eligible students under 7 *CFR,* Section 245.8.

## Exhibit B

## Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 *CFR*, Part 200.

**All costs are based on the average daily participation of 500 students in the district and 180 number of school days.**

### Cost per Meal

Note: Prices must **not** include values for donated foods, and must include all meal programs.

| LINE ITEM | UNITS* | RATE | TOTAL |
|---|---|---|---|
| **Breakfast** | 61,200 | $ | $ |
| **Lunch** | 90,000 | $ | $ |
| **Snacks** | | $ | $ |
| **Seamless Summer Feeding Option** | | $ | $ |
| **Nonreimbursable Meals** | | $ | $ |
| **TOTAL** | 151,200 | $ | $ |

### Personnel Cost

Include the hourly cost for each food server.

| 1 Server per Site | Per Hour Cost | Hours per day | Estimated Yearly Cost |
|---|---|---|---|
| Site 1 | | 3 | |
| Site 2 | | 3 | |
| Site 3 | | 3 | |
| **TOTAL** | | 9 | |

**Notice of Request for Proposals**
**Food Service Management Company**
**RFP** Alta2025RFP

Notice is hereby given that the Governing Board of the Alta Public Schools (hereinafter referred to as **SFA**) is requesting proposals for a food service management company (hereinafter referred to as **Respondent[s]**) to assist with the SFA's food service program.

Respondents should not construe from this legal notice that the SFA intends to enter into a fixed-price contract with the Respondent unless, in the opinion of the SFA, it is in the best interest of the SFA to do so. The SFA reserves the right to negotiate final contractual terms with the successful Respondent.

The Request for Proposal (RFP) documents are available at
Alta Public Schools Web site at www.altaps.org

To request the RFP documents by email, postal mail, or fax, please contact
Jesse Gutierrez and Glenda Aleman
email jes.gutierrez@altaps.org and g.aleman@altaps.org
Postal Mail 1314 w. 12th Street, Los Angeles, CA 90015

The SFA will record and provide answers to any questions or requests for clarifying information about the RFP during the question and answer period.

The SFA will hold a **Mandatory Tour** of the SFA facilities on
Wednesday, September 3rd, 2025 at 9 am
Location: 1855 East Valley Parkway, Escondido, CA 92027
All potential Respondents must attend in order to submit a proposal

Respondents must submit written proposals in a sealed package labeled
"Proposal - Food Service Management Company Alta2025RFP
Addressed to the SFA at 1314 w. 12th Street, Los Angeles, CA 90015
ATTN: Jesse Gutierrez and Glenda Aleman

The SFA will accept all proposals received on or before Tuesday, September 23rd, 2025 at 10 am. The SFA will not accept proposals that are received after the deadline. The SFA will open proposals at Tuesday, September 23rd, 2025 at 10:30 am.

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to their governing board, as applicable, at its regularly scheduled meeting.

Alta Public Schools

**REQUEST FOR PROPOSAL**
**FOOD SERVICE MANAGEMENT COMPANY**
**Cover Page**

---

CONTACT INFORMATION

Alta2025RFP
by

Alta Public Schools
FOOD SERVICE PROGRAM

ADDRESS ALL PROPOSALS TO:

Jesse Gutierrez and Glenda Aleman

Email: jes.gutierrez@altaps.org and g.aleman@altaps.org

Postal Mail: 1314 w. 12th Street, Los Angeles, CA 90015

Phone Number: 323-629-9665

Alta Public Schools

# Request for Proposal

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## Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a food service management company (FSMC) that will provide Alta Public Schools (hereinafter referred to as the school food authority [SFA]) with food service management assistance for their food service operation. The FSMC will provide services to the SFA as described in the Scope of Work in the Model Fixed-price Contract.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the breakfast and lunch NSLP program to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program (Title 7, *Code of Federal Regulations* program [7 CFR, sections 210.10 and 220.8, if applicable].

General food service goals are to:

- Provide an appealing and nutritionally sound program for students as economically as possible
- Stimulate both student and adult participation in the program through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, offering menu variations, and improving planning
- Maintain reasonable prices for students and adults participating in the food service program
- Maintain student and staff morale at a high level

All procurement transactions are to be conducted in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations* (2 *CFR*), Section 200.319(a)(1-7). The SFA must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable California state and federal statutes and regulations.

Outlined below are competitive bidding basic standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
- The SFA released this RFP to benefit the SFA and not the Respondents.
- Fulfillment of RFP specifications is based on full and fair competition and acceptance by the SFA of the most responsive and responsible Respondent to the SFA's requirements, as determined by the SFA when evaluating proposals based on the criteria contained in the RFP.
- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

The above four points are for illustrative purposes only, and do not include all California state and federal requirements to achieve competitive bidding.

To respond to this RFP, interested FSMCs must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The SFA will measure this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

To be competitive in this solicitation, the Respondent must:

- Carefully read the entire RFP, attachments, exhibits, addenda, and SFA responses to questions before submitting a proposal
- Ask appropriate questions or request clarification before the deadline in the RFP
- Submit all required responses by the required deadlines
- Follow all instructions and requirements of the RFP thoroughly and appropriately

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Respondent shall immediately notify the SFA of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the SFA of the error prior to the date for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

Alta Public Schools

**Schedule of Events**
**for**
**RFP #** Alta2025RFP

| | | |
|---|---|---|
| Board Meeting – RFP Approval | Wednesday | August 13,2025 |
| Release of RFP | Friday | August 15,2025 |
| First Public Notice | Friday | August 15, 2025 |
| Second Public Notice | Friday | August 22, 2025 |
| Mandatory Tour | Wednesday | September 3, 2025 |
| Respondent Question Submission Deadline | Monday | September 8, 2025 |
| SFA Provides Answers | Tuesday | September 9, 2025 |
| Deadline for Submission of Sealed Proposal | Tuesday | September 23, 2025 |
| Proposals Opened | Tuesday | September 23, 2025 |
| Proposals Evaluated | Tuesday | September 30, 2025 |
| Board Meeting – Proposal Approval | Wednesday | October 8, 2025 |
| Anticipated Contract Award Date | Thursday | October 9, 2025 |

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at www.altaps.org

All interested Respondents must attend the Mandatory Tour. The SFA will reject proposals from Respondents that do not attend (Attachment B).

## General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.

2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.

3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. The SFA may reject any or all proposals or waive any immaterial deviation in a proposal. The SFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract. The SFA may reject a proposal if it is deemed overly responsive or contains language that provides any added value not requested in the RFP.

4. Respondents are responsible for the costs of developing proposals, and shall not charge the SFA for any preparation costs.

5. The SFA asks Respondents that do not intend to submit a proposal to notify the SFA in writing.

6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.

7. The Respondent shall include a 21–Day Cycle menu for all programs to be served (7 *CFR*, sections 210.16[b][1] and 220.7[d][2][i], if applicable).

8. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or their authorized agent, through the contact person named in the "Contact Information" provided on page iv of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.

9. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on www.altaps.org. The SFA will notify Respondents so they can obtain any addenda from the SFA's web site, or request it by email, postal mail, or fax.

10. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, the SFA is not required to award a contract.

11. The SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the SFA to reject all proposals submitted by the Respondent.

If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.

12. The SFA will not consider a joint proposal submitted by two or more entities.

13. Additional charges for regular or express delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be included (and separately identified) in the proposal.

14. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.

15. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.

16. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.

17. Respondents may submit their questions regarding the information presented in this RFP to Jesse Gutierrez and Glenda Aleman in writing by postal mail at 1314 w. 12th Street, Los Angeles, CA 90015, e-mail at jes.gutierrez@altaps.org, no later than Monday, September 8th at 9 am. The SFA will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions.

18. SFA representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.

19. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents. A material change will require the SFA to rebid the contract.

20. Interested Respondents are required to inspect the SFA's premises prior to submitting a proposal in order to determine all requirements associated with the proposed contract. The inspection of premises will occur during the Mandatory Tour (if applicable).

21. Respondents shall submit one paper copy and one digital copy via email.

    a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled "Master Copy".

b. The Respondent must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.

c. The sealed proposal envelopes must be marked legibly with the SFA's RFP number and title, and the SFA name and address, as shown in the following example:

Proposal—Food Service Management Company

Alta2025RFP

by

Alta Public Schools
FOOD SERVICE PROGRAM

ADDRESS ALL PROPOSALS TO:

Jesse Gutierrez and Glenda Aleman

Email: jes.gutierrez@altaps.org and g.aleman@altaps.org

Postal Mail: 1314 w. 12th Street, Los Angeles, CA 90015

Phone Number: 323-629-9665

## Proposal Requirements

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Respondents must complete, label, and separate each section, and number all pages. The content and sequence of the proposal will be as follows:

### Section 1 - Administrative Requirements

### A. Cover Letter

Only the individual(s) authorized to bind the Respondent contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, the SFA will reject the proposal. The SFA may reject the proposal if the Respondent fails to include the following required information:

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title, phone number, fax number, and email address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and email address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent's willingness to perform the services described in this RFP
- A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP
- A statement regarding the Respondent's proprietary information; if applicable, the Respondent must clearly mark in the upper right-hand corner those pages to be considered proprietary (**Note**: The Respondent cannot consider the entire proposal to be proprietary)
- The following certification:

  > By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

### B. Table of Contents

Immediately following the cover letter, include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

## Section 2 – Required Attachments

### A. Attachment Checklist

The Respondent shall include a checklist containing all documents identified in the Attachments Checklist (as listed on Attachment A). The SFA may reject proposals that do not include the proper required attachments.

### B. Mandatory Tour (optional)

It is optional for the SFA to hold a mandatory tour (Attachment B). The tour schedule includes the sites. Prospective Respondents may not contact any sites or employees outside of the scheduled visit. The SFA requests that Respondents do not take pictures during the tour as the SFA has not obtained releases from parents, students, and employees.

### C. Minimum Qualifications

The SFA will only consider Respondents that **meet all minimum qualifications** (as listed on Attachment C).

### D. FSMC Professional Standards

Establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs (as listed on Attachment D).

### E. Proposal Questionnaire

The Proposal Questionnaire (as listed on Attachment E) is intended to provide the SFA with specific information concerning the Respondent’s capability to provide services as described in this RFP. Respondents should limit their responses to the number of pages noted in the questionnaire and answer each question in the same order.

### F. Respondent References

Respondents must provide three references on the Respondent References form (Attachment F). The SFA reserves the right to contact any of the references listed, and retains the right to conduct reference checks with individuals and entities beyond those listed.

## G. Authorization Agreement

The Respondent or their authorized representative must sign the Authorization Agreement (Attachment G) and return it with the proposal package.

## H. Fee Proposal

The Respondent must complete the Fee Proposal (Attachment H) and return it with the proposal package.

## I. Certifications

The Respondent must complete the certifications (Attachment I) and return them with the proposal package.

## J. Certificate of Independent Price Determination

The Respondent must complete the certifications (Attachment J) and return them with the proposal package.

## K. 21–Day Cycle Menu

The Respondent must submit a 21 Day Cycle menu (Attachment K) for all programs to be served (7 *CFR*, sections 210.16[b][1] and 220.7[d][2][i], if applicable) for the proposal package.

## Evaluation of Proposals

Proposals will be opened on or after the date and time specified in the Schedule of Events. During the evaluation process, the SFA may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

An error in the proposal may cause the SFA to reject that proposal; however, the SFA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the SFA will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the SFA may choose to correct errors such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

The SFA will open proposals to determine if they contain all the required information in accordance with this RFP. The SFA will evaluate qualifying proposals using the following criteria:

| CRITERIA | MAXIMUM POINTS |
|---|---|
| **Cost** | 25 |
| **Administrative Requirements: Did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?** | 15 |
| **Experience with School Breakfast and National School Lunch Programs.** | 10 |
| **Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA’s food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA’s satisfaction.** | 20 |
| **The financial stability of the Respondent.** | 15 |
| **Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.** | 15 |
| **TOTAL POINTS** | 100 |

The SFA will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion. The SFA will recommend awarding the contract to the most responsive and responsible Respondent with the highest total proposal score.

# Attachment A

## Attachment A: Attachments Checklist

_____
Respondent Company Name

Please complete this checklist to confirm that the items listed below have been included in your proposal. Place a checkmark or “x” next to each item submitted to the SFA. For your proposal to be considered, all required attachments must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

| Attachment | Attachment Name |
|---|---|
| _____ A | Attachments Checklist |
| _____ B | Mandatory Tour |
| _____ C | Minimum Qualifications |
| _____ D | FSMC Professional Standards |
| _____ E | Proposal Questionnaire |
| _____ F | Respondent References |
| _____ G | Authorization Agreement |
| _____ H | Fee Proposal |
| _____ I | Certifications Regarding Lobbying Activities, Debarment, Suspension and Other Responsibility Matters |
| _____ J | Certificate of Independent Price Determination |
| _____ K | 21–Day Cycle Menu (Include) |

## Attachment B: Mandatory Tour

The Mandatory Tour will include an escorted tour.

- The tour schedule includes the sites listed below.
- Prospective Respondents may not contact any sites or employees outside of the scheduled visit.
- The SFA requests that Respondents do not take pictures during the tour as the SFA has not obtained releases from parents, students, and employees.

TOUR SCHEDULE

Tour begins at 9:00 am
Where: 1855 East Valley Parkway, Escondido, CA 92027

Second Site Tour begins at 9:30 am
Where: 2255 East Valley Parkway, Escondido, CA 92027

Third Site Tour begins at 10:00 am
Where: 2269 East Valley Parkway, Escondido, CA 92027

The SFA thanks all Respondents for abiding by our request to keep the disruption caused by the visit to a minimum.

## Attachment C: Minimum Qualifications

A Respondent must meet all of the following minimum qualifications to the SFA's satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of 7/1/2025, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least 5 years of experience with food service programs.

   Yes _____ No _____

2. The Respondent has the resources and ability to provide 151,200 of meals per fiscal year.

   Yes _____ No _____

3. The Respondent has knowledge and experience with the National School Lunch and School Breakfast Programs.

   Yes _____ No _____

4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.

   Yes _____ No _____

5. The Respondent is licensed to do business in the state of California.

   Yes _____ No _____

# Attachment D: FSMC Professional Standards

## FSMC Employees Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the "Final Rule," establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

1. **School Nutrition Program Director**. The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.

2. **School Nutrition Program Manager**. The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).

3. **School Nutrition Program Staff**. School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the school food service structure, and that the definitions apply whether or not the school food service is operated by an FSMC. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to FSMC staff performing any of the duties described above.

The FSMC shall only place staff for work in the school district that meet the minimum professional standards outlined in 7 *CFR,* Section 210.30, which can be viewed at the following web page: http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

- The SFA shall ensure that all staff the FSMC proposes for placement meet the minimum professional standards.

- The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSMC shall remove from the SFA premises any staff who fail to take the required annual training.

- The FSMC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

## Attachment E: Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses **to no more than two pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.**

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.

2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing food service management services (consulting, food purchase, etc.), and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food management services.

3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.

4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five years and the reason(s) why.

5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.

6. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.

7. Provide a description of promotional and marketing materials you will use to attract students to the program.

8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

9. Provide information on the company's participation in the USDA and/or DOD commodities program. How long has the company participated in the program? How many current schools have participated, and what is the average savings per meal for participating schools?

## Attachment F: Respondent References

List three references to which the Respondent has provided food service management services within the past three year(s).

Failure to complete and return this Attachment will cause your proposal to be rejected.

| Reference 1 | | |
|---|---|---|
| Name of Reference | | |
| Street Address | | |
| City | State | Zip Code |
| Contact Person | Contact Title | Contact Phone Number |
| Brief Description of Services Provided | | |
| Dates of Service | | |

| Reference 2 | | |
|---|---|---|
| Name of Reference | | |
| Street Address | | |
| City | State | Zip Code |
| Contact Person | Contact Title | Contact Phone Number |
| Brief Description of Services Provided | | |
| Dates of Service | | |

| Reference 3 | | |
|---|---|---|
| Name of Reference | | |
| Street Address | | |
| City | State | Zip Code |
| Contact Person | Contact Title | Contact Phone Number |
| Brief Description of Services Provided | | |
| Dates of Service | | |

## Attachment G: Authorization Agreement

Request for Proposal for Food Service Management Company
RFP Number: Alta2025RFP

We, Alta Public Schools, by our signature on this document certify the following:

1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.

2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.

3. That the proposal submitted is a firm and irrevocable offer good for one year.

4. That we have carefully examined all terms and conditions set forth in the Model Fixed-price Contract issued by Alta Public Schools.

5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for Alta Public Schools.

6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

FSMC Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

_____
Signature of Authorized Representative

Date Signed: _____

# Attachment H: Fee Proposal

All costs are based on average daily participation of 840 number of meals served on 180 number of school days.

| COST BREAKDOWN | | | |
|---|---|---|---|
| Respondent Instructions<br>□ **Provide a breakdown of all costs included in the fixed price, including personnel costs.**<br>□ **Provide the cost per meal; base all food costs** on the attached 21–day cycle menu**.**<br>□ Clearly identify all costs | | | |
| Item **#** | **Description**<br>*(Include All Goods and Services included in the Fixed Price)* | | Annual Cost |
| **1.** | Breakfast | | **$** |
| **2.** | Lunch | | **$** |
| **3.** | | | **$** |
| **4.** | | | **$** |
| | | Sub Total | **$** |
| | **Personnel Costs** | | Annual Cost |
| **5.** | Food servers | $ | |
| **6.** | | $ | |
| | | **Sub Total** $ | |
| | | **GRAND TOTAL** | **$** |

| COST PER MEAL | | | |
|---|---|---|---|
| Respondent Instructions:<br>□ **Provide the cost per meal; base all food costs** on the attached 21–day cycle menu**.**<br>□ **Prices must not include values for donated foods and must include all meal programs applicable.** | | | |
| **1. LINE ITEM** | 2. UNITS | 3. RATE | 4. TOTAL |
| Breakfast | 61,200 | $ | $ |
| Lunch | 90,000 | $ | $ |
| **TOTAL** | 151,200 | $ | $ |

Personnel Cost

Include the hourly cost for each food server.

| **1 Server per Site** | **Per Hour Cost** |
|---|---|
| Site 1 | |
| Site 2 | |
| Site 3 | |

## Attachment I: Certification Regarding Lobbying

**The undersigned certifies, to the best of their knowledge and belief, that:**

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Organization:

_____

Street address:

_____

City, State, Zip:

_____

Certified by: (type or print)

_____

Title

_____

Signature

_____

Date

Approved by OMB

-
0
0
4

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| 1. Type of Federal Action:<br>☐ contract<br>☐ grant<br>☐ cooperative agreement loan<br>☐ loan guarantee<br>☐ loan insurance | 2. Status of Federal Action:<br>☐ bid/offer/application<br>☐ initial award<br>☐ post-award | 3. Report Type:<br>☐ initial filing<br>☐ material change<br>For material change only:<br>Year_____<br>quarterDate of last report_____ |
|---|---|---|
| 4. Name and Address of Reporting Entity:<br>_____Prime ____Subawardee<br>Tier_____, if Known:<br>Congressional District, if known: | | 5. If Reporting Entity in No. 4 is Subawardee,<br>Enter Name and Address of Prime:<br>Congressional District, if known: |
| 6. Federal Department/Agency: | | 7. Federal Program Name/Description:<br>CFDA Number, *if applicable*: _____ |
| 8. Federal Action Number, *if known:* | | 9. Award Amount, *if known:*<br>$ |

| 10a. Name and Address of Lobbying Registrant<br>*(if individual, last name, first name, MI):* | 10b. Individuals Performing Services *(including address if different from No. 10a)* *(last name, first name, MI):* |
|---|---|
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. | Signature: Print Name: Title: Telephone No.:_____Date:____<br>_ |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

---

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to

the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

## Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

A. The Respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

_____

Contractor/Company Name

_____

Award Number, Contract Number, or Project Name

_____

Name(s) and Title(s) of Authorized Representatives

_____

Signature(s)

_____

Date

## Attachment J: Certificate of Independent Price Determination

The Respondent(s) shall execute this Certificate of Independent Price Determination.

| | | |
|---|---|---|
| Name of Respondent | | |

A. By submission of this offer, the offeror (Respondent/FSMC) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:

1. The prices in this offer have been arrived at independently without, for the purposes of restricting competition, any consultation, communication, with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor, before a bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.

B. Each signature on the offer is considered to be a certification by the signatory that the signatory:

1. Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that they have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; or

2. (i) Has been authorized, in writing, to act as agent for the following principals in offering that those principals have not participated in, and will not participate in any action contrary to paragraphs (A)(1) through (A)(3) above.

    - Insert full names of person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of their position in the offeror’s organization.

(ii) As an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to paragraphs
(A)(1) through (A)(3) above; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above, and

C. If the offeror deletes or modifies subparagraph (A)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

| | | | | | |
|---|---|---|---|---|---|
| Signature of FSMC's Authorized Representative | | Title | | Date | |

*In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.*

**Attachment K: 21–Day Cycle Menu**
Please attach to your Proposal

Exhibit 1

Alta Public Schools

**Exhibit 1: Model Fixed-Price Contract**
FOOD SERVICE MANAGEMENT COMPANY

---

Alta2025RFP
by

Alta Public Schools
FOOD SERVICE PROGRAM

Jesse Gutierrez and Glenda Aleman

Email: jes.gutierrez@altaps.org and g.aleman@altaps.org

Postal Mail: 1314 w. 12th Street, Los Angeles, CA 90015

Phone Number: 323-629-9665

Alta Public Schools

# Model Fixed-Price Contract

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# Contract Summary

| FOOD SERVICES CONTRACT | CONTRACT NUMBER |
|---|---|
| | |
| | **REGISTRATION NUMBER** |
| | |

| | | | |
|---|---|---|---|
| **1** | This contract is entered into between the school food authority and the food service management company named below: | | |
| | **SCHOOL FOOD AUTHORITY NAME** | | |
| | Alta Public Schools | | |
| | **FOOD SERVICE MANAGEMENT COMPANY NAME AND FEDERAL TAX IDENTIFICATION NUMBER** | | |
| | | | |
| **2** | **The term of this Contract is for one year, commencing on** | 10/13/2025 **and ending on** June 30,2026 | |
| **3** | The maximum dollar amount of this Contract is equal to the fixed price per meal multiplied by the number of meals served | **$** | |
| **4** | The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract. | | |
| | Request for Proposal Released | *Enter* page(s) | |
| | Contractor Proposal Received | *Enter* page(s) | |
| | Attached Terms and Conditions | *Enter* page(s) | |
| | Exhibit A: Scope of Work | *Enter* page(s) | |
| | Exhibit B: Schedule of Fees | *Enter* page(s) | |
| | | | |

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

| **FOOD SERVICE MANAGEMENT COMPANY** | | *California Department of Education Use Only* |
|---|---|---|
| NAME of FSMC *(if other than an individual, state whether a corporation, partnership, etc.)* | | |
| | | |
| **BY *(Authorized Signature)*** ✍ | **DATE SIGNED** *(do not type)* | |
| **PRINTED NAME AND TITLE OF PERSON SIGNING** | | |
| | | |
| **ADDRESS** | | |
| | | |
| **SCHOOL FOOD AUTHORITY** | | |
| **NAME of SFA** | | |
| Alta Public Schools | | |
| **BY *(Authorized Signature)*** ✍ | **DATE SIGNED** *(do not type)* | |
| **PRINTED NAME AND TITLE OF PERSON SIGNING** | | ☐ Exempt per: |
| | | |
| | | |

# Model Fixed-Price Contract

## I. Introduction

The Alta Public Schools, hereinafter referred to as the school food authority (SFA), enters into this Contract with [food service management company name], hereinafter referred to as the FSMC to provide food service management assistance for the SFA's food service program, hereinafter referred to as "Services." **During the term of this Contract, the FSMC will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.**

## II. General Terms and Conditions

### A. Term

The term of this contract is one year. The FSMC shall commence providing Services under the Contract on 10/13/2025, and continue through 6/30/3026. After careful consideration, the SFA may annually renew this Contract for four additional one-year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations (Title 7. Code of Federal Regulations (7 *CFR*), Section 210.16[d]).

### B. Designated Contract Liaisons [Enter information]

| SFA Liaison for Services | | FSMC Liaison for Services | |
|---|---|---|---|
| **Name:** Jesse Gutierrez | | **Name:** | |
| **Title:** Director of Kitchen Operations | | **Title:** | |
| **Phone:** 323-629-9665 | **Cell Phone:** | **Phone:** | **Cell Phone:** |
| **Fax:** | **E-mail:** Jes.gutierrez@altaps.org | **Fax:** | **E-mail:** |

Respondents shall serve or deliver by postal mail all legal notices to:

| SFA | FSMC |
|---|---|
| **Name:** Xavier Reyes | **Name:** |
| **Title:** CEO | **Title:** |

| | |
|---|---|
| **Address:** 2410 Broadway Avenue, Walnut Park, CA 90255 | **Address:** |

## C. Fees

1. Fixed-price Contracts

The SFA will pay the FSMC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The SFA must determine, and the FSMC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSMC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in 7 *CFR*, parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The FSMC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract (Title 2, Code of Federal Regulations (2 *CFR*), Section 200.406[a]).

2. Payment Terms

The FSMC shall submit monthly invoices by 15th of the following month that reflect all activity for the previous calendar month. The FSMC must submit detailed cost documentation monthly to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC, and must be allowable costs consistent with the cost principles in 2 *CFR*, Part 200, as applicable. The SFA will pay invoices submitted by the FSMC within 30 days of the invoice date. The SFA will pay invoices received by its accounting department by the 30th day, if the invoices pass the SFA's audit. The SFA will notify the FSMC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA.

3. Interest, Fines, Penalties, Finance Charges, Income and Expenses

Interest, fines, penalties, finance charges, income and expenses that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund) (2 *CFR*, Section 200.441). The SFA is prohibited from paying unallowable expenses from the SFA's cafeteria fund.

4. Spoiled or Unwholesome Food, Food Not Meeting Detailed Food Component Specifications or Contract Requirements.

The SFA shall make no payment to the FSMC for meals that, in the SFA's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by the SFA for the meal pattern, or do not otherwise meet the requirements of this Contract (7 *CFR,* Section 210.16[c][3]).

## D. Contract Cost Adjustment

The contract price (which can include General and Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home San Diego (CPI). The June CPI value will be used as a representation of the change in CPI. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA. Of note, the CPI fee increases should be applied to individual meal or unit costs.

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the SFA to rebid the Contract.

## E. Availability of Funds

Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

## F. Timeliness

Time is of the essence in this Contract.

## G. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE (7 *CFR*, Section 210.19[a][5]).

## H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral



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understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party (7 *CFR*, Section 210.19[a][5]).

## I. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the SFA to rebid the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract:

- The addition of a program
- A major shift in responsibilities for FSMC or SFA staff

## J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA. If subcontracts are let, the FSMC should have taken steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible.

## K. Written Commitments

Any written commitment by the FSMC relative to the services herein shall be binding upon the FSMC. Failure of the FSMC to fulfill any such commitment shall render the FSMC liable for damages due to the SFA. Such written commitments include, but are not limited to:

- Any warranty or representation made by the FSMC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal

- Any written notifications, affirmations, or representations made by the FSMC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

## L. Trade Secrets/Copyrights

The FSMC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and FSMC regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and the SFA, and the FSMC and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency

reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use the work for federal purposes (7 *CFR*, Section 200.315[b]).

## M. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

## N. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

## O. Silence/Absence/Omission

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

## P. Indemnification

The FSMC shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the FSMC's acts or omissions, willful misconduct, negligence, or breach of the FSMC's obligations under this Contract by the FSMC, its agents, employees, or other persons under its supervision and direction.

The FSMC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

## Q. Sanctions

If the FSMC fails to perform the contract terms, the following penalties may be imposed:

- FSMC will be required to provide in writing to the SFA how they will ensure future contract compliance
- Continued nonperformance will result in termination of this contract
- FSMC may be prohibited from bidding on future contracts with the SFA



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## R. Breach of Contract

For the breach of the Contract and associated benefits:

If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

## S. Penalties

Cost resulting from the SFA's violations, alleged violations of, or failure to comply with federal, state, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency (2 *CFR*, Section 200.441).

## T. Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

2. Force majeure does not include any of the following occurrences:

    - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market

    - Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence

    - Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits

3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other



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party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR*, Section 210.16(d).

4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

## U. Nondiscrimination

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP) will be discriminated against on the basis of race, color, national origin, age, sex, or disability. State agencies and SFAs shall comply with the requirements of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 *CFR*, parts 15, 15a, and 15b); and FNS Instruction 113-1 (7 *CFR,* Section 210.23[b]).



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### V. Compliance with the Law

The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, in the FSMC's compliance efforts.

The FSMC shall comply with all applicable federal regulations in 2 *CFR,* parts 200 and 400 and 7 *CFR,* parts 210 (NSLP), 220 (SBP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), USDA FNS Instructions and policy, federal laws and regulations, California *Education Code* (*EC*), and California laws and regulations, where applicable.

### W. Choice of Law

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

### X. Advice of Counsel

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract.

## III. Relationship of the Parties

A. The FSMC's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The FSMC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the FSMC for taxes, all of which will be the FSMC's responsibility. The FSMC agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The FSMC will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA.

B. When the SFA is a public school district or program operated by the county Office of Education, the FSMC, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, or Afterschool Meal Supplements (AMS) under the NSLP (*EC* Section 45103.5).

C. All services to be performed by the FSMC will be as agreed between the FSMC and the SFA. The FSMC will be required to report to the SFA concerning the services performed under this Contract. The SFA shall determine the nature and frequency of these reports.

D. The SFA is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

## IV. Food Service Program

### A. Food Service Management Company Responsibilities

1. The FSMC will not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event (7 *CFR*, Section 210.21[e]).

2. The FSMC shall have state or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract (7 *CFR*, Section 210.16[c][2]).

### B. School Food Authority Responsibilities

1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (7 *CFR*, sections 210.16[a][2] and 210.16[a][3]).

2. The SFA retains control of the quality, extent, and the general nature of its food service; the prices children are charged for meals (7 *CFR*, Section 210.16[a][4]), and a la carte prices. The SFA may not contract with the FSMC to provide only nonprogram food (e.g., a la carte and adult meals) unless the FSMC offers free, reduced-price, and paid reimbursable lunches to all eligible children (7 *CFR*, Section 210.16[a]).

3. SFAs with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by

the CDE under 7 *CFR,* Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (7 *CFR,* Section 210.8[a][1]).

4. The SFA shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (7 *CFR*, Section 210.10[m]).

5. The SFA shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (7 *CFR,* Section 210.16[a][5]).

6. The SFA shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (7 *CFR*, Section 210.21).

7. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).

8. The SFA shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk (7 *CFR,* Section 245.6).

9. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least three times annually.

10. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and shall disclose the eligibility status of individual students or confidential information provided on the application for free or reduced-price meals to the FSMC, to the extent that such information is necessary for the FSMC to fulfill its obligations under this Contract. The FSMC will not disclose the eligibility status of individual students or confidential information provided (*EC* Section 49558).

11. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (7 *CFR*, Section 245.7).

12. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (7 *CFR*, sections 245.6 and 245.6[a]).

13. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning (7 *CFR*, Section 210.16[a][8]).

14. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met by the FSMC preparing meals offsite or serving meals on-site at an SFA facility (7 *CFR,* Section 210.16[a][7]).

## V. Buy American and California Agricultural Preference Requirements

### A. Food Service Management Company Responsibilities

1. The FSMC will provide meals and snacks purchased with domestic commodities and products to the greatest extent practicable, document exceptions when nondomestic products are purchased, adhere to nondomestic cap for exceptions, and adhere to all other Buy American regulations for the provision of meals and snacks. (7 *CFR* 220.16(d) and 7 *CFR* 210.21(d))

2. The FSMC must submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo SP 38-2017). (7 CFR 220.16(d)(1)(ii) and 7 CFR 210.21(d)(1)(ii))

3. The FSMC must notify the SFA in writing at least 3 days **prior** to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

    **a)** Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or

    **b)** Per Final Rule (*FR)* 31962, the product is listed on the Federal Acquisitions Regulations Nonavailable articles list found at 48 *CFR,* Section 25.104 Nonavailable articles list and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; and/or



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**c)** Why competitive bids reveal the cost of the domestic product is significantly higher (25%) than the nondomestic product

4. Note that per California Food and Agriculture Code *(FAC)* 58596.3, if the SFA receives $1 million or more annually in federal SNP reimbursement, significantly higher must be defined as 25 percent, otherwise the SFA can choose their definition.

5. *FAC* 58596.3 imposes additional requirements for the preference of California agricultural products:

   a) The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic agricultural food product produced outside the state.

   b) The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state

6. The FSMC will provide certification of domestic origin for products which do not have country of origin labels.

7. Per 7 *CFR* 220.16(d)(5)(ii) the FSMC must adhere to the cap on non-domestic food purchases:

   a) Beginning in SY 2025-26, the non-domestic food purchase cap will be 10 percent

   b) Beginning in SY 2028-29, the non-domestic food purchases cap will be 8 percent

   c) Beginning in SY 2031-32, the non-domestic food purchases cap will be 5 percent

## B. School Food Authority Responsibilities

**1.** The SFA shall maintain documentation provided by the FSMC of the meal and snack components that were comprised of domestic and non-domestic products, including assurance that components were processed domestically. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an on-site administrative review and an off-site procurement review.

**2.** The SFA shall monitor the contract to ensure the FSMC's adherence to the Buy American and California FAC requirements, including documentation of nondomestic exceptions and associated caps. 2 *CFR*, Section 200.318(b)

3. The SFA must Buy American Provision and California FAC requirements are included in their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as California FAC preferences.

## VI. U.S. Department of Agriculture Foods

### A. Food Service Management Company Responsibilities

1. The FSMC shall fully use, to the maximum extent possible, donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 *CFR,* Section 210.16[a][6]).

2. In accordance with 7 CFR, Section 250.53, the FSMC shall comply with the following provisions relating to the use of donated foods, as applicable:

   a) The FSMC must credit the SFA for the value of all donated foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of donated foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the donated foods value of processed end products to the SFA (7 *CFR,* Section 250.51[a]).

   b) The FSMC shall account for the full value of donated foods (7 *CFR,* Section 250.51) by:

      i) Subtracting the value of all donated foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and

      ii) Using the Average Price File for the school year in which the donated foods are received by the SFA. This listing is available from the USDA Food Distribution web page at http://www.fns.usda.gov/fdd/processor-pricing-reports.

3. The FSMC will be responsible for any activities relating to donated foods in accordance with 7 *CFR*, Section 250.50(d), as applicable, and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR*, Part 250.

4. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.

5. The FSMC must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 *CFR*, Section 250.51[d]).

6. The FSMC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of donated foods contained in end products (7 *CFR*, Section 250.53[a][7]).

7. The method and frequency of crediting donated foods will be in accordance with 7 *CFR*, Section 250.51(b). The FSMC must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties.

8. The FSMC will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR*, Part 250 (7 *CFR*, Section 250.53[a][8]).

9. The FSMC will provide assurance that it will comply with the storage and inventory requirements for donated foods (7 *CFR*, Section 250.53[a][9]).

10. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 *CFR,* Section 250.54(b).

## B. School Food Authority Responsibilities

1. The SFA shall retain title to all donated foods and ensure that all donated foods received by the SFA and made available to the FSMC accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein (7 *CFR*, Section 210.16[a][6]).

2. The SFA shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 *CFR*, Section 210.9[b][15]).

3. The SFA will maintain records to document its compliance with requirements relating to donated foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all donated foods in accordance with 7 *CFR*, sections 250.54(a) and (c).

4. The SFA will not extend or renew any Contract if the FSMC did not fulfill all Contract provisions relating to donated foods (7 *CFR*, Section 250.53[a][12]).

## VII. Meal Responsibilities

### A. The FSMC shall:

1. Serve meals on such days and at such times as requested by the SFA.

2. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program.

3. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR*, parts 210 and 220, as applicable.

## VIII. Food Service Management Company Employees

A. The FSMC shall only place employees for work at the SFA that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30 which can be viewed at the following web page: School Nutrition Program Professional Standards.

The SFA shall ensure that all employees the FSMC proposes for placement meet the minimum professional standards. The FSMC shall ensure their employees take the required annual training as outlined in the professional standards. The FSMC shall track the trainings completed by each employee and maintain documentation to validate that training was completed. The FSMC shall remove from the SFA premises any employee who fails to take the required training.

The FSMC shall provide the SFA with a list of employees and evidence that they meet the professional standards.

**B.** The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s).

**C.** The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSMC will provide specific locations and assignments to the SFA one calendar week prior to the commencement of operation.

**D.** The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC will be responsible for supervising and training their personnel.

**E.** The FSMC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.

**F.** The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.

**G.** The FSMC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSMC shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The FSMC shall indemnify, defend, and hold the SFA harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

## IX. Books and Records

**A.** The SFA and the FSMC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FSMC shall maintain such records as the SFA will need to support its Claims for Reimbursement. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 *CFR,* Section 210.16(c)(1).

**B.** The SFA and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE, USDA FNS and Office of Inspector General of the United States for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR*, Section 210.9[b][17]).

**C.** The FSMC shall not remove state or federally required records from the SFA premises upon contract termination.

**D.** The USDA, Inspector General, the Comptroller of the United States, and the CDE, or any of their duly authorized representatives must have the right of access to any documents, papers, or other records of

the FSMC and the SFA which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the FSMC and SFA's personnel for the purpose of interview and discussion related to such documents (2 *CFR*, Section 200.336[a]).

**E.** The distributing agency/CDE, recipient agency/SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for management and use of donated foods (7 *CFR*, Section 250.53[a][10]).

## X. Monitoring and Compliance

**A.** The FSMC shall monitor the food service operation of the SFA through periodic on-site visits in order to develop recommendations for improvement of the food service program.

**B.** The FSMC warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.

**C.** The SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 *CFR, Sec*tion 210.8(a). At a minimum, these internal controls shall include all of the following:

- An on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA (7 *CFR,* Section 210.8[a][1])
- Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced-price, and paid lunches served each day to children eligible for such lunches
- A system for following up on lunch counts that suggest the likelihood of lunch counting problems

## XI. Equipment, Facilities, Inventory, and Storage

A. The SFA will make available to the FSMC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSMC shall render its services. The SFA shall provide the FSMC with local telephone



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service. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA's premises.

B. The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA's premises within 10 days of its placement on the SFA's premises.

C. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.

D. Ownership of the beginning inventory of food and supplies shall remain with the SFA.

E. Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FSMC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

## XII. Certifications

A. The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR,* parts 200 and 400, and 7 *CFR*, parts 210, 215, 220, 245, 250, and USDA FNS Instruction and policy, as applicable. The FSMC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.

B. The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations, and statutes.

C. The SFA and FSMC shall comply with all applicable standards, orders, or regulations issued.

For contracts in excess of $150,000, the SFA and FSMC shall comply with the Clean Air Act (42 U.S.C. sections 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251) as amended (Appendix II to 2 *CFR*, Part 200).

**D.** Debarment and Suspension

The parties shall not enter into contracts with parties listed on the General Services Administration's List of Parties Excluded from Federal

Procurement or Nonprocurement programs (Executive Orders 12549 and 12689 and 2 *CFR*, Part 200, Appendix II).

**E.** Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 *CFR*, Section 418) must accompany each subsequent four (4) additional one-year renewals. Contract renewals that do not include this certification will not be accepted for consideration (Appendix II to 2 *CFR* Part 200 Section [I]: Byrd Anti-Lobbying [31 U.S.C 1352]).

## XIII. Insurance

The parties shall maintain the following insurances:

**A.** Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars ($1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.

**B.** Comprehensive or Commercial Insurance

The FSMC shall maintain during the term of this Contract, for protection of the SFA and the FSMC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars ($5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSMC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under the Contract and, upon request, shall provide the SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the SFA. With the exception of Workers' Compensation Insurance, the SFA shall be named as an additional insured under the FSMC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

**C.** Property Insurance

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained

therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

## XIV. Termination

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 *CFR*, sections 210.16[d] and 250.12[f][9]). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Section 200.339[a][3]). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety (2 *CFR*, Section 200.339[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

Exhibit A

## Scope of Work

### 1. Overview of Alta Public Schools' Food Service Program at the American Heritage Schools

A. **Scale**. Currently the SFA employs 5 persons who will provide food service to approximately 1,280 children at 3 school sites in Escondido, California.

B. **Financial Goals**. The SFA is looking for an FSMC that can provide high-quality meals to these new school sites in Escondido at a reasonable price.

C. **Management Goals**. The SFA is in need of an FSMC that can employ qualified and trained food servers at each of the three new school sites.

D. **Food Service Office and Staff**. The food service office is located at 1314 w 12th Street, Los Angeles, CA 91105 and is under the direction of Jesse Gutierrez, Director of Kitchen Operations.

E. National School Lunch Program and School Breakfast Program:

**Overall Participation**

| PROGRAM | GRADES | MAX ENROLLMENT | AVERAGE DAILY PARTICIPATION |
|---|---|---|---|
| National School Lunch (NSLP) | TK-8 | 1,280 | 340 |
| School Breakfast Program (SBP) | TK-8 | 1,280 | 500 |

**Participation by Site**

| Name of Site | Address | Grade Levels | Max Enrollment | Average Bkfst Count | Average Lunch Count |
|---|---|---|---|---|---|
| Heritage Elementary School | 1855 Est Valley Parkway, Escondido, CA 92027 | TK-6 | 610 | 200 | 300 |
| Heritage Junior High School | 2255 East Valley Parkway, Escondido, CA 92027 | 7-8 | 270 | 80 | 120 |
| Heritage Flex Academy | 2269 East Valley Parkway, Escondido, CA 92027 | TK-8 | 400 | 60 | 80 |

### Servers Per Site

| Name of Site | Number of Servers | Number of Hours per day | Approx Work Hours |
|---|---|---|---|
| Heritage Elementary School | 1 | 3 | 10:45 am to 1:45 pm |
| Heritage Junior High School | 1 | 3 | 11:00 am to 2:00 pm |
| Heritage Flex Academy | 1 | 3 | 10:45 am to 1:45 pm |

### Meal Service Type

| Name of Site | Breakfast | Lunch | Heating on Site Capacity | Cooling on Site Capacity | Current Equipment |
|---|---|---|---|---|---|
| Heritage Elementary School | Cold, individually packaged | Hot, ready to serve individual meals | No | Yes | None |
| Heritage Junior High School | Cold, individually packaged | Hot, ready to serve individual meals | No | Yes | None |
| Heritage Flex Academy | Cold, individually packaged | Hot, ready to serve individual meals | No | Yes | None |

*School sites can purchase a cooler or refrigerator if needed.

## 2. Description of FSMC Responsibilities

General: Under the direction of the SFA's Food Service Director, the FSMC selected pursuant to this RFP will provide the following: high quality, visually appealing and tasty meals that meet the USDA menu planning requirements and promote the meal program to students in order to increase student participation. In addition, the FSMC will employ three qualified professional(s) to serve lunch meals to students on a daily basis.

Responsibilities of the FSMC shall include:

### A. Purchasing of Supplies for the Food Service Program

Be responsible for purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program**.**

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation**.**

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations**.**

Purchase food and/or supplies (if applicable); if authorized by the SFA, the FSMC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the FSMC**.**

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

### B. Contracting With Small, and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The FSMC shall comply with 2 *CFR*, Section 200.321 (as applicable).

### C. Facility or Site Operations

The FSMC shall recommend:

- Safety programs for employees
- Sanitation standards for housekeeping, preparation, storage, and equipment
- Adjustments to practices and operation of equipment as required



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- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan
- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities
- Hours and number of positions at each site to meet food service operational needs

**D. Menus**

Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the FSMC may only make changes with the SFA's approval (7 *CFR*, sections 210.10, 210.16[b][1] and 220.8, if applicable)**.**

Provide recommendations for menu development that will result in the best quality of products and services at the lowest price for the food service program**.**

Seek student and parent input on successful menu variation and planning.

Provide, upon request by the SFA, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities.

**E. Quality Control**

Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.

Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

**F. Staff**

Recommend management staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.



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Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional and health certifications, and consistent quality control both in production and service.

## G. Records

Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.

Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and the SFA.

## H. Education

Recommend actions or events to promote the nutrition education aspects of the food service program, and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the FSMC will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the FSMC and the Food Service Director, other SFA staff, and the school board, upon request.

## I. Reports

Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the SFA contact by the FSMC consultant/representative on or before the **5**th of each month (7 *CFR,* 210.16[c][1]).

Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs.

## J. Point of Service

Provide and/or implement an accurate point of service meal and milk count; such meal and milk counting system must eliminate the potential for the overt

identification of free and reduced-price eligible students under 7 *CFR,* Section 245.8.

## Exhibit B

## Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 *CFR*, Part 200.

**All costs are based on the average daily participation of 500 students in the district and 180 number of school days.**

### Cost per Meal

Note: Prices must **not** include values for donated foods, and must include all meal programs.

| LINE ITEM | UNITS* | RATE | TOTAL |
|---|---|---|---|
| **Breakfast** | 61,200 | $ | $ |
| **Lunch** | 90,000 | $ | $ |
| **Snacks** | | $ | $ |
| **Seamless Summer Feeding Option** | | $ | $ |
| **Nonreimbursable Meals** | | $ | $ |
| **TOTAL** | 151,200 | $ | $ |

### Personnel Cost

Include the hourly cost for each food server.

| 1 Server per Site | Per Hour Cost | Hours per day | Estimated Yearly Cost |
|---|---|---|---|
| Site 1 | | 3 | |
| Site 2 | | 3 | |
| Site 3 | | 3 | |
| **TOTAL** | | 9 | |

# Coversheet

## OMPO Report

| | |
|---|---|
| **Section:** | VI. Organization Management, Programs and Operations Report |
| **Item:** | A. OMPO Report |
| **Purpose:** | Discuss |
| **Submitted by:** | |
| **Related Material:** | 3a. APS Bylaws.pdf<br>Board Member Roles & Responsibilities.pdf |

# BYLAWS OF
# ACADEMIA MODERNA, INC.

## NAME OF CORPORATION

The name of this Corporation is Academia Moderna, Inc.

## OFFICES

### PRINCIPAL OFFICE

The principal office for the transaction of the business of the Corporation shall be fixed and located in Los Angeles, California. The Board of Directors (the "Board") may change the principal office from one location to another within the state, and this section shall be amended accordingly.

### OTHER OFFICES

The Board may at any time establish branch offices, either within or without the State of California, in order to advance the proper purposes of the Corporation.

## OBJECTIVES AND PURPOSES

The Corporation has been formed under the California Nonprofit Public Benefit Corporation Law for charitable purposes. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office. The Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the charitable purposes described in its Articles of Incorporation.

The specific purpose of the Corporation is to manage, operate, guide, direct and promote one or more charter schools, and conduct or perform any ancillary or related activities in furtherance thereof. The Corporation shall be permitted to conduct other lawful activities permitted under the California Nonprofit Public Benefit Corporation Law.

## DEDICATION OF ASSETS

The properties and assets of this Corporation are irrevocably dedicated to charitable purposes. No part of the net earnings, properties, or assets of this Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or any Director or Officer of this Corporation. On liquidation or dissolution, all properties and assets remaining

after payment, or provision for payment, of all debts and liabilities of this Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

## DIRECTORS

### POWERS

General Corporate Powers. The business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised by or under the direction of the Board.

Specific Powers. Without prejudice to their general powers, the Board shall have the power to:

Select and remove the Officers of the Corporation; prescribe any powers and duties for them that are consistent with the law, with the Articles of Incorporation, and with these Bylaws; and fix their compensation, if any.

Change the principal executive office or the principal business office in the State of California from one location to another; cause the Corporation to be qualified to do business in any other state, territory, dependency, or country, and conduct business within or outside the State of California; and designate any place within or outside the State of California for the holding of any meeting.

Adopt, make, and use a corporate seal and alter the form of the seal.

Borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the Corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt.

### NUMBER OF DIRECTORS

The authorized number of Directors shall be not less than five (5) nor more than nine (9) as determined by the Board. The initial number of Directors shall be five (5).

### APPOINTMENT AND TERM OF OFFICE OF DIRECTORS

The members of the Board as of the initial meeting of the Board shall be those persons whose names are attached to these Bylaws as Exhibit A. Initial members of the Board shall each serve until the Annual Meeting designated beside his or her name in said Exhibit, or until his or her successor is elected.

Subsequent Directors shall be elected by a majority vote of the Board at the annual meeting of the Corporation, including the vote(s) of any Director whose term of office expires with such meeting.

All Directors shall serve terms of three years, arranged so that not more than one-half plus one of the Directors' terms shall expire in any year. Directors may serve any number of consecutive terms.

The Chair of the Board shall be selected by a majority vote of the Directors following the appointment or election of Directors at each annual meeting.

**QUALIFICATIONS OF BOARD MEMBERS**

Any person 18 years of age or older may be nominated or elected to serve as a Director. Directors need not be residents of the State of California.

**VACANCIES**

Events Causing Vacancy. A vacancy on the Board shall be deemed to exist at the occurrence of any of the following:

The death, resignation, or removal of any Director.

The declaration by resolution of the Board of a vacancy in the office of a Director who has been declared of unsound mind by court order or convicted of a felony, or who has been found by final order or judgment of any court to have breached a duty under Chapter 2, Article 3 of the California Nonprofit Public Benefit Corporation Law.

The failure of the Board, at any meeting of the Board at which any Director(s) is to be appointed or elected, to appoint or elect the Director(s) to be appointed or elected at such meeting pursuant to the provisions of Section 5.3(b).

The increase of the authorized number of Directors.

Resignation. Except as provided in this paragraph, any Director may resign, which resignation shall be effective on giving written notice to the Chair of the Board, the President, or the Secretary, unless the notice specifies a later time for the resignation to become effective. No Director may resign when the Corporation would then be left without a duly elected Director or Directors in charge of its affairs.

Removal.

Any Director may be removed, with or without cause, by the vote of the majority of the members of the entire Board at a special meeting called for that purpose, or at a regular meeting, provided notice of that meeting and of the potential removal are given as provided in Section 5.8(b). Any vacancy caused by the removal of a Director shall be filled as provided in Section 5.3(b).

Any Director who does not attend three successive Board meetings will automatically be removed from the Board without Board resolution unless:

The Director requests a leave of absence for a limited period of time, and the leave is approved by the Directors at a regular or special meeting. If such leave is granted, the number of Board members will be reduced by one in determining whether a quorum is or is not present.

The Director suffers from an illness or disability which prevents him or her from attending meetings and the Board by resolution waives the automatic removal procedure of this subsection (ii).

The Board agrees to reinstate the Director who has missed three meetings.

Filling of Vacancies. Any vacancy caused by the death, resignation, or removal of a Director shall be filled in accordance with the provisions of Section 5.3(b).

**PLACE OF MEETING; MEETING BY TELEPHONE**

Regular meetings of the Board may be held at any place within the State of California, as designated from time to time by resolution of the Board.

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.
(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) No legislative body shall take action by secret ballot, whether preliminary or final.

In the absence of such designation, regular meetings shall be held at the principal office of the Corporation. Special meetings of the Board shall be held at any place within or outside of the State of California, as designated in the notice of meeting or, if not stated in the notice or if there is no notice, at the principal office of the Corporation. Notwithstanding the above provisions of this Section 5.6, a regular or special meeting of the Board may be held at any place consented to in writing by all Board members, either before or after the meeting. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting.

**ANNUAL MEETING**

The Board shall hold an annual meeting at a time and place designated by the Board for purposes of electing Directors and Officers, designating committees, and transacting regular business. Notice of these meetings shall be by first-class mail postmarked not less than ten (10) nor more than forty (40) days in advance thereof, or by telephone, electronic mail, or facsimile at least forty-eight (48) hours in advance thereof, except that any Director may waive notice as provided in Section 5.8(c).

**SPECIAL MEETINGS**

Authority to Call. Special meetings of the Board for any purpose may be called at any time by the Chair of the Board, the President, or any two Directors.

Notice. Notice of any special meeting of the Board shall be given to all Directors either by first-class mail at least four days in advance or by notice delivered personally or by telephone, electronic mail, or facsimile at least forty-eight (48) hours in advance except that such notice may be waived by any Director as set forth in Section 5.8(c).

Waiver of Notice. The transactions of any meeting of the Board, however called and noticed and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about lack of adequate notice.

**QUORUM**

A majority of the Board shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 5.10. Every act or decision done or made by a majority of the Directors present at a meeting held at which a quorum is present shall be regarded as the act of the Board, subject to the provisions of these Bylaws and the California Nonprofit Public Benefit

Corporation Law. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of any Director, if any action taken is approved by at least a majority of the quorum required for the meeting.

**ADJOURNMENT**

A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

**NOTICE OF ADJOURNMENT**

Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment. Such notice may be waived in the same manner as set forth under Section 5.8(c).

**ACTION WITHOUT MEETING**

Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

**COMPENSATION OF DIRECTORS**

Directors and members of committees may receive reimbursement of expenses as may be determined by resolution of the Board to be just and reasonable. Directors shall not otherwise be compensated.

**RESTRICTION ON INTERESTED DIRECTORS**

Not more than forty-nine percent (49%) of the persons serving on the Board at any time may be interested persons. An interested person is (a) any person compensated by the Corporation for services rendered to it other than those performed as a Director within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise; (b) any shareholder, employee or officer of any corporation, or partner or employee of any partnership, which has rendered compensated services to the Corporation within the previous twelve (12) months; and (c) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, mother-in-law, or father-in-law of any person described in (a) or (b) hereof. Any violation of the provisions of this paragraph shall not, however, affect the validity or enforceability of any transaction entered into by the Corporation.

# COMMITTEES

## COMMITTEES OF DIRECTORS

The Board may, by resolution adopted by a majority of the Directors then in office, designate one or more committees consisting of two or more Directors to serve at the pleasure of the Board. Any member of any committee may be removed, with or without cause, at any time by the Board. Any committee, to the extent provided in the resolution of the Board, shall have all or a portion of the authority of the Board, except that no committee, regardless of the Board resolution, may:

Fill vacancies on the Board or on any committee;

Amend or repeal the Articles of Incorporation or Bylaws or adopt new Bylaws;

Amend or repeal any resolution of the Board;

Designate any other committee of the Board or appoint the members of any committee;

Except as provided in Section 5233 of the California Nonprofit Public Benefit Corporation Law, approve any transaction (i) to which the Corporation is a party and as to which one or more Directors has a material financial interest, or (ii) between the Corporation and any corporation or firm in which one or more of its Directors has a material financial interest.

## AUDIT COMMITTEE

The Board shall establish an audit committee as and when required by Section 12586(e) of the California Government Code.

## ADVISORY COMMITTEES

The Board may appoint one or more advisory committees consisting of Directors and/or non-Directors for the purpose of advising the Board. Any advice rendered by such an advisory committee shall not be binding on the Board.

## MEETING AND ACTION OF COMMITTEES

The Board may adopt rules for any committee not inconsistent with the provisions of these Bylaws.

# OFFICERS

## OFFICERS

The Corporation shall have the following Officers: President, Secretary, and Treasurer, and such other Officers as the Board may designate by resolution and appoint pursuant to Section 7.3. Officers need not be Directors. One person may hold two or more offices, except those of President and Secretary, and President and Treasurer. The Board (or a committee of the Board) shall review and approve the compensation, including benefits, if any, of the President and Treasurer as and when required by state or federal law.

## ELECTION OF OFFICERS

The Officers of the Corporation, except those appointed in accordance with the provisions of Section 7.3 of this Article, shall be chosen by the Board, and each shall serve at the pleasure of the Board, subject to the rights, if any, of any Officer under a contract of employment.

## SUBORDINATE OFFICERS

The Board may appoint, and may authorize the President or any other Officer to appoint, any other Officers that the business of the Corporation may require, each of whom shall have the title, hold office for the period, have the authority, and perform the duties specified by the Bylaws or determined from time to time by the Board.

## REMOVAL OF OFFICERS

Subject to rights, if any, under any contract of employment, any Officer may be removed, with or without cause, by the Board, at any regular or special meeting of the Board, or, except in the case of an Officer chosen by the Board, by an Officer on whom such power of removal has been conferred by the Board.

## RESIGNATION OF OFFICERS

Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary of the Corporation. Any resignation shall take effect at the date of receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party.

## VACANCIES IN OFFICE

A vacancy in any Office because of death, resignation, removal, disqualification, or any other cause shall be filled only in the manner prescribed in these Bylaws for regular appointments to that Office.

## RESPONSIBILITIES OF OFFICERS

President. The President shall be the chief executive officer of the Corporation. He or she shall have such other powers and duties as may be prescribed by the Board or these Bylaws. The President shall be responsible to the Board, shall see that the Board is advised on all significant matters of the Corporation's business, and shall see that all orders and resolutions of the Board are carried into effect. The President shall be empowered to act, speak for, or otherwise represent the Corporation between meetings of the Board within the boundaries of policies and purposes established by the Board and as set forth in the Articles of Incorporation and these Bylaws. The President shall be responsible for keeping the Board informed at all times of staff performance as related to program objectives, and for implementing any personnel policies adopted by the Board.

Secretary. The Secretary shall attend to the following:

Book of Minutes. The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board may direct, a book of minutes of all meetings and actions of Directors and committees of Directors, with the time and place of holding regular and special meetings, and if special, how authorized, the notice given, the names of those present at such meetings, and the proceedings of such meetings.

Notices and Other Duties. The Secretary shall give, or cause to be given, notice of all meetings of the Board required by the Bylaws to be given. The Secretary shall have such other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

Treasurer. The Treasurer shall be the chief financial officer of the Corporation and shall attend to the following:

Books of Account. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

Deposit and Disbursement of Money and Valuables. The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositors as may be designated by the Board; shall disburse, or cause to be disbursed, funds of the Corporation as may be ordered by the Board; shall render to the President and Directors, whenever they request it, an account of all financial transactions and of the financial condition of the Corporation; and shall have other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

Bond. If required by the Board, the Treasurer shall give the Corporation a bond in the amount and with the surety specified by the Board for the faithful

performance of the duties of his or her office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on his or her death, resignation, retirement, or removal from office.

## RECORDS AND REPORTS

### MAINTENANCE OF ARTICLES AND BYLAWS

The Corporation shall keep at its principal executive office the original or a copy of its Articles of Incorporation and Bylaws as amended to date.

### MAINTENANCE OF OTHER CORPORATE RECORDS

The accounting books, records, and minutes of the proceedings of the Board and any committee(s) of the Board shall be kept at such place or places designated by the Board, or, in the absence of such designation, at the principal office of the Corporation. The minutes shall be kept in written or typed form, and the accounting books and records shall be kept in either written or typed form or in any other form capable of being converted into written, typed, or printed form.

### INSPECTION BY DIRECTORS

Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation and each of its subsidiary corporations. This inspection by a Director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

### ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATION

The Corporation shall prepare and mail or deliver to each Director an annual statement of the amount and circumstances of any transaction or indemnification of the following kind:

Any transaction(s) in which the Corporation was a party, and in which any Director or Officer of the Corporation had a direct or indirect financial interest.

Any indemnifications or advances aggregating more than Ten Thousand Dollars ($10,000) paid during the fiscal year to any Officer or Director of the Corporation pursuant to Article 9 hereof, unless such indemnification has already been approved pursuant to Section 9.1.

## INDEMNIFICATION OF DIRECTORS AND OFFICERS

### RIGHT TO INDEMNIFICATION

This Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any action or proceeding by reason of the fact that such person is or was an Officer, Director, or agent of this Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, or other enterprise, against expenses, judgment, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding, to the fullest extent permitted under the California Nonprofit Public Benefit Corporation Law.

In determining whether indemnification is available to the Director, Officer or agent of this Corporation under California law, the determination as to whether the applicable standard of conduct set forth in Section 5238 of the California Nonprofit Public Benefit Corporation Law has been met shall be made by a majority vote of a quorum of Directors who are not parties to the proceeding. The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be an agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

### INSURANCE

This Corporation shall have the power and shall use its best efforts to purchase and maintain insurance on behalf of any Director, Officer, or agent of the Corporation, against any liability asserted against or incurred by the Director, Officer, or agent in any such capacity or arising out of the Director's, Officer's, or agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under Section 9.1 of these Bylaws; provided, however, that the Corporation shall have no power to purchase and maintain such insurance to indemnify any Director, Officer, or agent of the Corporation for any self-dealing transaction described in Section 5233 of the California Nonprofit Public Benefit Corporation Law.

## CONTRACTS AND LOANS WITH DIRECTORS AND OFFICERS

### CONTRACTS WITH DIRECTORS AND OFFICERS

No Director or Officer of this Corporation, nor any other corporation, firm, association, or other entity in which one or more of this Corporation's Directors or Officers are directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or other transaction with this Corporation, unless (i) the material facts regarding such Director's or Officer's financial interest in such contract or transaction and/or regarding such common directorship, officership, or financial interest are fully disclosed in good faith and are noted in the minutes, or are known to all members of the Board prior to consideration by the Board of such

contract or transaction; (ii) such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose without counting the vote or votes of such interested Director(s); (iii) prior to authorizing or approving the transaction, the Board considers and in good faith determines after reasonable investigation under the circumstances that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and (iv) this Corporation enters into the transaction for its own benefit, and the transaction is fair and reasonable to this Corporation at the time the transaction is entered into.

The provisions of this Section do not apply to a transaction which is part of an educational or charitable program of the Corporation if it: (i) is approved or authorized by the Corporation in good faith and without unjustified favoritism; and (ii) results in a benefit to one or more Directors or Officers or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this Corporation.

## LOANS TO DIRECTORS AND OFFICERS

The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director or Officer, unless approved by the Attorney General of the State of California; provided, however, that the Corporation may advance money to a Director or Officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of the duties of such Director or Officer, provided that in the absence of such advance such Director or Officer would be entitled to be reimbursed for such expenses by the Corporation.

## FISCAL YEAR

The fiscal year of the Corporation shall be the calendar year, ending on December 31.

## CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes the singular.

## AMENDMENTS

Bylaws may be adopted, amended, or repealed by a majority vote of the Directors then in office.

Bylaws may be adopted, amended, or repealed by a majority vote of the Directors then in office. Any amendments to its bylaws or the bylaws of a “parent” nonprofit corporation that

affect or impact the charter or school operations must be approved through the District's petition amendment process

## MEMBERS

This Corporation shall not have voting members within the meaning of the California Nonprofit Public Benefit Corporation Law. The Board may admit nonvoting members of one or more classes having such rights and obligations as the Board shall deem appropriate from time to time.

## CERTIFICATE OF SECRETARY

I, the undersigned, the duly elected Secretary of Academia Moderna, Inc., a California nonprofit public benefit corporation (the "Corporation"), do hereby certify:

That the foregoing Bylaws consisting of twelve (12) pages were adopted as the Bylaws of the Corporation by the Directors of the Corporation on February 13, 2008, and do now constitute the Bylaws of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 14th day of February, 2008.

_____, Secretary

# FIRST AMENDMENT
# TO
# BYLAWS OF
# OF
# ALTA PUBLIC SCHOOLS

1. The first paragraph of the Bylaws (the "Bylaws") of Alta Public Schools, a California nonprofit public benefit corporation, formerly known as Academia Moderna, Inc., (the "Corporation"), bearing the heading "**NAME OF CORPORATION**", is hereby amended to read: "The name of this Corporation is Alta Public Schools."

2. Except as set forth herein, the Bylaws shall remain in full force and effect.

875925.1

**Certificate of Secretary**
**of**
**Alta Public Schools**

I, BOBBI SHIMANO, the duly appointed and acting Secretary of Alta Public Schools, a California nonprofit public benefit corporation (the "Corporation"), certify that the foregoing resolutions were duly adopted by a majority vote of the members of the Board of Directors of the Corporation then in office during a meeting of the Board duly and regularly held on December 13, 2013, in accordance with the bylaws of the Corporation and in compliance with the notice, agenda, and open meeting requirements of the Ralph M. Brown Act, and that a quorum of the Board of Directors was in attendance at the meeting at the time the resolutions were adopted.

**IN WITNESS WHEREOF,** I have hereunto set my hand as Secretary of the Corporation this 13th day of December 2013.

BOBBI SHIMANO, Secretary

875925.1

# Board Member Roles & Responsibilities

*(California Public Agency / Brown Act Overview)*

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## 1. Your Role as a Board Member

You are **part of a governing body** that makes decisions **collectively**.
Your main job is to:

- **Set policy** and approve major actions.
- **Oversee** the organization's mission, goals, and finances.
- **Represent the public's interest** with transparency and accountability.
- **Support and supervise** through your appointed executive (e.g., CEO), **not directly manage staff**.

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## 2. Acting as a Body, Not an Individual

The board has authority only when acting together in a duly noticed meeting.

### ✅ You can:

- Participate in board discussions and votes.
- Request agenda items through established processes.
- Ask for publicly available information.
- Speak as a private individual (but clarify you're not speaking for the board).
- Carry out tasks **formally assigned to you** in a public meeting.

### ❌ You cannot:

- Bind the board to agreements without approval.
- Direct staff or give orders (unless explicitly delegated).
- Represent the board's official position without authorization.
- Discuss board business with a majority of members outside a public meeting (avoiding **serial meetings**).

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## 3. Legal & Ethical Duties

### a. Duty of Care

Make informed decisions by reviewing materials, asking questions, and considering impacts.

### b. Duty of Loyalty

Put the agency's mission and the public's interest above personal gain.

### c. Duty of Obedience

Follow laws, bylaws, and board-adopted policies.

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## 4. Brown Act Basics

- **Agendas**: Must be posted in advance (72 hours for regular meetings; 24 hours for special).
- **Public Meetings**: Board action can only occur in open session unless a closed session is legally allowed.
- **Closed Session**: Limited to specific topics (e.g., litigation, personnel). Contents must remain confidential.
- **Serial Meetings**: Illegal to use email, phone, or intermediaries to develop a board majority consensus outside an open meeting.

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## 5. Meetings & Decision-Making

- Come **prepared**: Read materials beforehand.
- Follow **parliamentary procedure** or local meeting rules.
- Respect the **chair's role** in facilitating discussion.
- Support the final board decision once made — even if you voted against it.

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## 6. Working with Staff

- The board's direction is given **through the CEO**, not directly to individual staff.
- Staff work is coordinated through the executive, who implements board policy.

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## 7. Public Interaction

- Listen respectfully to public comments.
- Avoid making promises or commitments on the board's behalf.
- Direct concerns to appropriate channels.

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## 8. Consequences of Overstepping

- Legal challenges or reversal of board action.
- Loss of public trust.
- Personal liability in cases of misconduct or Brown Act violations.

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**Quick Rule of Thumb**

If the board didn't vote on it, **you can't commit the board to it**. When in doubt — bring it to a public meeting.

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**Board Member Roles & Responsibilities – Legal Authority Chart**

| Duty / Restriction | Legal Authority (California) | Notes |
|---|---|---|
| **Board acts as a body, not individually** | Ed. Code § 35163 | Actions require a majority vote at a lawfully convened meeting. |
| **No serial meetings** | Gov. Code § 54952.2 | Illegal to use communications outside a meeting to build majority consensus. |
| **Agenda posting – regular meetings** | Gov. Code § 54954.2(a) | Must post agenda 72 hours in advance in accessible location(s). |
| **Agenda posting – special meetings** | Gov. Code § 54956 | Must give written notice to members & public at least 24 hours in advance. |
| **Public comment rights** | Gov. Code § 54954.3 | Public must be allowed to speak on agenda items before or during consideration. |
| **Closed session permissible topics** | Gov. Code § 54954.5 | Lists allowable subjects for closed session (e.g., litigation, personnel). |
| **Closed session confidentiality** | Gov. Code § 54963 | Prohibits unauthorized disclosure of closed session discussions. |
| **Superintendent as CEO** | Ed. Code §§ 35010, 35020, 35035 | Board directs through superintendent; superintendent manages staff. |
| **Conflict of interest – contracts** | Gov. Code § 1090 | Board members cannot be financially interested in contracts they make. |

| | | |
|---|---|---|
| **Conflict of interest – decisions** | Gov. Code §§ 87100–87103 | Political Reform Act: disqualify from decisions affecting your financial interests. |
| **Brown Act enforcement** | Gov. Code §§ 54960, 54960.1 | Courts can void actions taken in violation of the Brown Act. |
| **Penalty for conflicts** | Gov. Code § 1097 | Criminal/civil penalties for certain conflict-of-interest violations. |
| **Board authority scope** | Ed. Code §§ 35160, 35160.1 | Boards may act in district's best interest unless restricted by law. |
| **Quorum & voting** | Gov. Code § 54952.6; Ed. Code § 35164 | Majority of full membership is quorum; majority vote required to act. |
| **No action on non-agendized items** | Gov. Code § 54954.2(a)(3) | Exceptions: emergencies, need for immediate action, or continued items. |
| **Meeting openness requirement** | Gov. Code § 54953 | All meetings must be open and public unless a legal exception applies. |