



Alta Public Schools

APS Regular Board Meeting

Date and Time

Wednesday July 22, 2026 at 5:30 PM PDT

Location

2410 Broadway, Walnut Park, CA 90255

Join Zoom Meeting:

<https://altaps-org.zoom.us/j/4131574805?pwd=dU9yVGhqcXdNQmc1MUI5OXRUN0FtUT09&omn=83984976099&jst=2>

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
A. Record Attendance		Tanya Esqueda	1 m
B. Call the Meeting to Order		Tanya Esqueda	2 m
C. Pledge of Allegiance		Tanya Esqueda	1 m
Academia Moderna Students - Camila and Diego			
D. Ordering of the Agenda	Vote	Tanya Esqueda	1 m
II. Public Comment			5:35 PM

	Purpose	Presenter	Time
A. Public Comment	FYI	Tanya Esqueda	20 m
Non-Agenda Items (10 minutes total, 2 minutes per speaker)			
Agenda Items (10 minutes total, 2 minutes per speaker)			
<i>If interpretation is needed, the speaker will have 2 minutes to speak and the translator will have another 2 minutes to interpret</i>			
<i>Please refrain from inappropriate language use.</i>			
III. Consent Agenda			5:55 PM
A. Approve Regular Board Meeting Minutes: March 16, 2026	Vote	Tanya Esqueda	1 m
B. Approve Special Board Meeting Minutes: June 19, 2026	Vote	Tanya Esqueda	1 m
C. Approve New Hires	FYI	Guadalupe Mendez	1 m
Gregory Garcia- Spanish Teacher			
Jose Bautista -In House Substitute			
Emily Irlam - 5th Grade Teacher			
IV. Action Items			5:58 PM
A. APS Organization Chart	Vote	Rachel Villalobos	5 m
B. Review & Approve Financials Update including the Check Register for Academia Moderna, Prepa Tec - Los Angeles, Central Office	Vote	Rachel Villalobos	5 m
C. SFA: Participation in the Coop Agreements	Vote	Rachel Villalobos	2 m
The lead school is Real Journeys			
Four vendors			
-Driftwood Farms			
-Goldstar			
-Imperial Dade			
-Fruit Guys			
D. APS Regular Board Meetings Calendar	Vote	Rachel Villalobos	2 m

	Purpose	Presenter	Time
E. Academia Moderna Charter Renewal Submission	Vote	Rachel Villalobos	5 m
V. Academic Report			6:17 PM
• Charter Renewal Update • LAUSD 2025-26 Oversight Report ◦ AMCS Visit Date February 18th ◦ PTLA Visit Date Changed to April 17th			
A. Academic Report	FYI	Rachel Villalobos	5 m
VI. Report: Organization Management, Programs & Operations			6:22 PM
A. OMPO Report		Rachel Villalobos	
Nothing to Report			
VII. Closed Session			
VIII. Closing Items			6:22 PM
A. Adjourn Meeting	Vote	Tanya Esqueda	1 m

Coversheet

SFA: Participation in the Coop Agreements

Section:	IV. Action Items
Item:	C. SFA: Participation in the Coop Agreements
Purpose:	Vote
Submitted by:	
Related Material:	Imperial Dade CORE Network Vendor Agreement Signed.pdf FruitGuys CORE Nutrition Network RFP Contract.docx.pdf Driftwood signed agreement.pdf Goldstar CORE Nutrition Network RFP Contract.docx_GSF SIGNED.pdf

CORE Nutrition Network Foodservice Vendor Award Agreement

This Foodservice Vendor Award Agreement ("Agreement") is entered into as of July 1, 2026 ("Effective Date") by and between:

Real Journey Academies

A California nonprofit public benefit corporation, acting as the Lead Charter and authorized representative for the CORE Nutrition Network ("Lead Charter" or "CORE"),

and

VENDOR INFORMATION

Vendor Name: Imperial Dade

Vendor Address: 1865 Mountain View Ave

City/State/Zip: Loma Linda, CA 92354

("Vendor").

Collectively referred to as the "Parties."

1. Participating Agencies

The CORE Nutrition Network includes the following participating charter school organizations authorized to purchase under this Agreement:

- a. Real Journey Academies ("Lead Charter")
- b. Alta Public Schools
- c. Montague Charter Academy
- d. The Palmdale Aerospace Academy

Real Journey Academies shall serve as the lead agency for administration of the Request for Proposal ("RFP") process, contract award, board approval, and contract oversight.

Each participating agency may independently place orders, receive deliveries, and remit payment directly to Vendor unless otherwise specified in writing.

Vendor agrees to extend all pricing, terms, conditions, and service levels under this Agreement to all participating CORE Nutrition Network member organizations.

2. Purpose

The purpose of this Agreement is to formalize the award resulting from the CORE Nutrition Network Request for Proposal ("RFP") for the procurement and delivery of foodservice products and supplies for participating charter schools and nutrition programs.

Vendor has been selected to provide products and related services in one or more of the following awarded categories:

- Paper & Disposable Supplies

The awarded categories are identified in Exhibit A attached hereto and incorporated herein by reference.

3. Term of Agreement

The initial term of this Agreement shall begin on July 1, 2026, and continue through June 30, 2027.

The Agreement may be renewed for up to two (2) additional one-year renewal terms upon mutual written agreement of the Parties and approval by the governing board of Real Journey Academies.

Any renewal shall be subject to satisfactory vendor performance, pricing compliance, and continued programmatic need.

4. Scope of Services

Vendor shall:

- a. Provide awarded products and related services in accordance with the specifications, pricing, quality standards, and requirements set forth in:
 - i. The CORE Nutrition Network RFP.
 - ii. Vendor's proposal submission.
 - iii. Approved pricing schedules.
 - iv. Any addenda or amendments.
- b. Deliver products to participating schools and sites according to approved delivery schedules.
- c. Maintain sufficient inventory and staffing to ensure uninterrupted service.
- d. Ensure all products comply with applicable federal, state, and local food safety standards.

- e. Provide substitutions only with prior approval from the Lead Charter or designated nutrition representative.
- f. Maintain all licenses, permits, registrations, certifications, and insurance required by law.
- g. Cooperate with all USDA, California Department of Education, and local monitoring or audit requirements.

5. Awarded Product Categories

Vendor is awarded the following categories under this Agreement:

Category	Primary	Backup
Broadline Distribution		
Produce		
Dairy		
Fresh Bread/Bakery		
Paper & Disposable Supplies	X	

Detailed pricing and specifications are identified in Exhibit A.

6. Primary and Backup Vendor Awards

Vendor acknowledges that the CORE Nutrition Network may award contracts to both primary and backup vendors for certain product categories, including but not limited to Produce, Dairy, and Paper & Disposable Supplies.

A backup vendor award does not guarantee purchase volume, minimum orders, or exclusive purchasing rights. Participating agencies may utilize backup vendors when the primary awarded vendor is unable or unwilling to:

- a. Meet delivery schedules;
- b. Supply awarded products;
- c. Maintain acceptable service levels;
- d. Resolve product shortages;
- e. Comply with contract requirements; or
- f. Otherwise perform in accordance with this Agreement.

The determination of whether to utilize a backup vendor shall be made solely by the applicable participating agency and/or the CORE Nutrition Network through the Lead Charter in the best interest of the CORE Nutrition Network and its participating agencies.

Vendor agrees that backup vendor utilization under this Agreement shall not constitute a breach of exclusivity or reduction of anticipated purchase volume.

In the event the primary vendor's Agreement is terminated, suspended, or materially breached, the CORE Nutrition Network may, at its sole discretion, authorize continued or expanded purchases from an awarded backup vendor without reissuing the Request for Proposal, provided such purchases remain within the scope of the original RFP and awarded pricing structure.

All pricing, terms, conditions, service obligations, and compliance requirements contained in this Agreement shall apply equally to both primary and backup vendors.

7. Cooperative Purchasing/Piggybacking Usage

This Agreement may be made available for cooperative purchasing ("piggybacking") by other eligible public agencies, school food authorities, charter schools, nonprofit organizations, or governmental entities, only where permitted by applicable federal and state law and only upon prior written approval by the CORE Nutrition Network and Vendor.

Piggyback participation is not guaranteed and shall be subject to the following conditions:

a. Required Approvals

Any entity requesting to utilize this Agreement through piggyback participation must first obtain written approval from the CORE Nutrition Network. Following Network approval, Vendor must also provide written consent prior to participation.

No piggyback use shall be permitted without express written authorization from both the CORE Nutrition Network and Vendor.

b. Administrative Fee

An administrative fee of One Thousand Five Hundred Dollars (\$1,500.00) per awarded RFP category, per participating piggyback entity, per approved year of use shall apply.

The administrative fee shall be payable to the Debra Amos prior to contract utilization and is intended to offset procurement, administrative, compliance, and contract oversight costs.

c. Duration of Piggyback Use

Approved piggyback participation shall be limited to a maximum period of

one (1) year from the date of written approval by the CORE Nutrition Network unless otherwise authorized in writing.

At the conclusion of the approved piggyback period, the participating entity must either:

- i. Apply for and be accepted as a member of the CORE Nutrition Network, subject to Network approval; or
 - ii. Discontinue use of this Agreement upon expiration of the approved piggyback term.
- d. Independent Contract Responsibility
- Each approved piggyback entity shall enter into its own separate agreement or purchasing arrangement with Vendor and shall be solely responsible for:
- i. Its own purchases and ordering activities;
 - ii. Invoice processing and payment obligations;
 - iii. Compliance with all applicable federal, state, and local procurement requirements;
 - iv. Governing board approvals, if required; and
 - v. Program monitoring, audit compliance, and record retention obligations.

The CORE Nutrition Network and its participating agencies assume no responsibility or liability for the purchases, actions, compliance, or performance of any piggyback entity.

- e. Pricing and Service Limitations
- Vendor shall not be required to extend pricing, service levels, delivery schedules, or product availability beyond Vendor's operational capacity.

Any pricing extended to piggyback entities shall be equal to or better than the pricing awarded under this Agreement unless otherwise mutually agreed upon in writing by Vendor and the piggyback entity.

- f. Right to Revoke Piggyback Participation
- The CORE Nutrition Network reserves the right to revoke piggyback authorization at any time upon written notice if continued participation is determined to be inconsistent with the best interests of the Network, participating agencies, or applicable procurement requirements.

8. Pricing

Pricing shall remain firm for the pricing period established in the RFP unless adjusted in accordance with this Agreement and approved in writing by the Lead Charter.

All pricing shall be FOB destination to participating agency delivery locations and shall include all freight, fuel, handling, delivery, storage, and associated service costs unless otherwise specifically approved in writing by the CORE Nutrition Network through the Lead Charter.

- a. Price Adjustment Requests - Any requested price adjustment must:
 - i. Be submitted in writing no less than thirty (30) days prior to the proposed implementation date;
 - ii. Include manufacturer documentation, market index support, invoice verification, or other substantiating evidence acceptable to the CORE Nutrition Network through the Lead Charter;
 - iii. Be limited to documented cost increases directly affecting the awarded products; and
 - iv. Be approved in writing by the Lead Charter prior to implementation.

Decreases in manufacturer pricing, rebates, allowances, credits, discounts, or promotional pricing shall be passed through to participating agencies immediately.

b. Prohibited Charges

Fuel surcharges, energy surcharges, delivery surcharges, emergency fees, or similar additional charges are prohibited unless otherwise approved in writing by the CORE Nutrition Network through the Lead Charter.

c. Rebates and Credits

Vendor shall provide all eligible rebates, discounts, credits, and promotional allowances to participating agencies.

Unauthorized price increases or unauthorized fees may constitute a material breach of this Agreement.

d. Off-Contract / Additional Items

Additional or non-listed items may be purchased during the Agreement term provided such purchases do not exceed ten percent (10%) of the total annual awarded contract value per participating agency and awarded category unless otherwise approved in writing by Real Journey Academies.

All off-contract items shall be priced consistent with the pricing methodology, discounts, and fee structures established under this Agreement unless otherwise approved in writing.

e. Audit Rights

The CORE Nutrition Network, through the Lead Charter, and participating agencies reserve the right to audit invoices, manufacturer pricing documentation, rebates, credits,

and supporting pricing records during the Agreement term and for the applicable record retention period.

9. Ordering and Delivery

Vendor acknowledges that timely, accurate, and reliable delivery performance is essential to the operation of school nutrition programs and agrees to exercise commercially reasonable efforts to maintain consistent product availability, delivery reliability, product quality, and responsive customer service throughout the term of this Agreement.

Vendor shall:

- a. Deliver products according to mutually agreed delivery schedules.
- b. Ensure all refrigerated and frozen products are maintained at safe temperatures during transport.
- c. Deliver products in clean, undamaged, and commercially acceptable condition.
- d. Replace damaged, spoiled, shorted, or non-conforming products at no additional cost.
- e. Provide accurate invoices and packing slips with each delivery.

Vendor shall notify participating agencies promptly regarding shortages, substitutions, or anticipated delays.

Minimum order requirements and delivery schedules shall be identified in Exhibit A.

10. USDA, Child Nutrition, and Buy American Compliance

Vendor acknowledges that participating schools may operate programs under:

- a. National School Lunch Program (NSLP)
- b. School Breakfast Program (SBP)
- c. Child and Adult Care Food Program (CACFP)
- d. Summer Food Service Program (SFSP)
- e. Seamless Summer Option (SSO)

Vendor agrees to comply with all applicable federal and state laws and regulations governing child nutrition programs, including but not limited to:

- a. USDA procurement regulations.
- b. Buy American requirements.
- c. Food safety and sanitation standards.
- d. Equal opportunity and nondiscrimination regulations.
- e. Record retention requirements.

Vendor shall provide documentation verifying domestic origin of products upon request.

11. Invoicing and Payment

Vendor shall submit invoices directly to the applicable participating agency unless otherwise instructed.

Invoices must include:

- a. Invoice number.
- b. Delivery date.
- c. School/site name.
- d. Product descriptions.
- e. Quantities delivered.
- f. Unit pricing.
- g. Extended totals.
- h. Purchase order number, if applicable.

Payment terms shall be Net 30 days unless otherwise agreed in writing.

Participating agencies shall only be responsible for products ordered and received by that agency.

12. Insurance Requirements

Vendor shall maintain, at its own expense, insurance coverage including:

- a. Commercial General Liability Insurance:
 - i. Minimum \$1,000,000 per occurrence
 - ii. \$2,000,000 aggregate
- b. Automobile Liability Insurance
- c. Workers' Compensation Insurance as required by California law
- d. Product Liability Insurance

Certificates of insurance naming Real Journey Academies and participating agencies as additional insureds shall be provided prior to contract execution.

13. Indemnification

Vendor shall indemnify, defend, and hold harmless Real Journey Academies, Alta Public Schools, Montague Charter Academy, The Palmdale Aerospace Academy, and their respective officers, employees, agents, and representatives from and against any claims, damages, liabilities, losses, costs, or expenses arising from:

- a. Vendor's negligent acts or omissions.
- b. Product defects.
- c. Food safety violations.
- d. Failure to comply with applicable laws or regulations.

- e. Breach of this Agreement.

14. Record Retention and Audit Rights

Vendor shall maintain all records related to this Agreement for a minimum period of three (3) years following final payment or longer if required by law or audit findings.

Such records shall be made available upon request to:

- a. Real Journey Academies.
- b. Participating agencies.
- c. California Department of Education.
- d. USDA.
- e. Authorized auditors or governmental agencies.

15. Non-Discrimination

Vendor shall not discriminate against any employee, applicant, customer, or participant on the basis of race, color, national origin, ancestry, sex, gender, gender identity, disability, age, religion, sexual orientation, or any other protected classification under applicable law.

16. Termination

The following termination provisions are intended to protect the operational, financial, regulatory, and food safety interests of the CORE Nutrition Network and its participating agencies throughout the term of this Agreement.

- a. Termination for Cause
Either Party may terminate this Agreement upon written notice if the other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice.
- b. Termination for Convenience
Real Journey Academies may terminate this Agreement without cause upon sixty (60) days written notice.
- c. Immediate Termination
Real Journey Academies may immediately terminate this Agreement for any of the following:
 - i. Food safety violations;
 - ii. Fraud or misrepresentation;
 - iii. Failure to maintain required licenses or insurance;
 - iv. USDA or regulatory noncompliance; or
 - v. Failure to perform required services.

17. Force Majeure

Neither Party shall be liable for delays or failures in performance caused by events beyond reasonable control, including natural disasters, labor disputes, governmental actions, transportation disruptions, or supply chain interruptions.

Vendor shall promptly notify the Lead Charter of any force majeure event impacting performance.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Venue for any legal action arising under this Agreement shall be in the Superior Court of the State of California in the county in which Real Journey Academies is located.

19. Entire Agreement

This Agreement, including all incorporated exhibits and procurement documents, constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, or agreements.

Any amendment must be in writing and signed by authorized representatives of both Parties.

20. Assignment

Vendor shall not assign, transfer, delegate, or otherwise convey any rights or obligations under this Agreement without the prior written consent of Real Journey Academies. Any attempted assignment without such consent shall be void.

21. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

22. Incorporated Documents

The following documents are incorporated herein by reference:

- a. CORE Nutrition Network RFP.
- b. Vendor Proposal Submission.
- c. Pricing Schedules.

- d. RFP Addenda.
- e. Exhibit A – Awarded Categories and Pricing.
- f. Participating School Site List.

23. Order of Precedence

In the event of any conflict, inconsistency, or ambiguity between the documents incorporated into this Agreement, the following order of precedence shall apply:

- a. This Agreement and any executed amendments;
- b. Approved Exhibits and awarded pricing schedules;
- c. The CORE Nutrition Network Request for Proposal and addenda;
- d. Award notifications or award letters;
- e. Vendor's proposal submission.

Vendor acknowledges that no proposal terms, conditions, or exceptions submitted by Vendor shall supersede the requirements of the RFP or this Agreement unless expressly accepted in writing by Real Journey Academies.

24. Signatures

REAL JOURNEY ACADEMIES

(Lead Charter for CORE Nutrition Network)

By: Jaime Serrano

Name: Jaime Serrano

Title: Chief Operations Officer

Date: 06/23/2026

VENDOR

Vendor Name: Imperial Dade

By: Lindsey Ineichen

Name: Lindsey Ineichen

Title: Director of Internal Sales

Date: 6/10/26

EXHIBIT A**Awarded Categories and Pricing****Awarded Categories**

Category	Primary	Backup	Notes
Broadline Distribution			
Produce			
Dairy			
Fresh Bread/Bakery			
Paper & Disposable Supplies	X		

Pricing Structure

(Attach approved pricing schedules, fee structures, rebates, escalation clauses, and discounts.)

Delivery Requirements

(Attach delivery schedules, order minimums, emergency delivery procedures, delivery days, and service expectations.)

Participating School Sites

- Real Journey Academies
- Alta Public Schools
- Montague Charter Academy
- The Palmdale Aerospace Academy

CORE Nutrition Network

Foodservice Vendor Award Agreement

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Real Journey Academies

A California nonprofit public benefit corporation, acting as the Lead Charter and authorized representative for the CORE Nutrition Network (“Lead Charter” or “CORE”),

and

VENDOR INFORMATION

Vendor Name: The FruitGuys

Vendor Address: 901 Sneath Lane, Ste 210

City/State/Zip: San Burno, CA 94066

(“Vendor”).

Collectively referred to as the “Parties.”

1. Participating Agencies

The CORE Nutrition Network includes the following participating charter school organizations authorized to purchase under this Agreement:

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Vendor has been selected to provide products and related services in one or more of the following awarded categories:

- Produce - Backup

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3. Term of Agreement

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 - Any addenda or amendments.
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- Ensure all products comply with applicable federal, state, and local food safety standards.

- e. Provide substitutions only with prior approval from the Lead Charter or designated nutrition representative.
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No piggyback use shall be permitted without express written authorization from both the CORE Nutrition Network and Vendor.

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- i. Apply for and be accepted as a member of the CORE Nutrition Network, subject to Network approval; or
 - ii. Discontinue use of this Agreement upon expiration of the approved piggyback term.
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 - i. Its own purchases and ordering activities;
 - ii. Invoice processing and payment obligations;
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 - v. Program monitoring, audit compliance, and record retention obligations.

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 - i. Be submitted in writing no less than thirty (30) days prior to the proposed implementation date;
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 - iii. Be limited to documented cost increases directly affecting the awarded products; and
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All off-contract items shall be priced consistent with the pricing methodology, discounts, and fee structures established under this Agreement unless otherwise approved in writing.

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Vendor shall notify participating agencies promptly regarding shortages, substitutions, or anticipated delays.

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- b. School Breakfast Program (SBP)
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- e. Seamless Summer Option (SSO)

Vendor agrees to comply with all applicable federal and state laws and regulations governing child nutrition programs, including but not limited to:

- a. USDA procurement regulations.
- b. Buy American requirements.
- c. Food safety and sanitation standards.
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Vendor shall provide documentation verifying domestic origin of products upon request.

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- e. Quantities delivered.
- f. Unit pricing.
- g. Extended totals.
- h. Purchase order number, if applicable.

Payment terms shall be Net 30 days unless otherwise agreed in writing.

Participating agencies shall only be responsible for products ordered and received by that agency.

12. Insurance Requirements

Vendor shall maintain, at its own expense, insurance coverage including:

- a. Commercial General Liability Insurance:
 - i. Minimum \$1,000,000 per occurrence
 - ii. \$2,000,000 aggregate
- b. Automobile Liability Insurance
- c. Workers' Compensation Insurance as required by California law
- d. Product Liability Insurance

Certificates of insurance naming Real Journey Academies and participating agencies as additional insureds shall be provided prior to contract execution.

13. Indemnification

Vendor shall indemnify, defend, and hold harmless Real Journey Academies, Alta Public Schools, Montague Charter Academy, The Palmdale Aerospace Academy, and their respective officers, employees, agents, and representatives from and against any claims, damages, liabilities, losses, costs, or expenses arising from:

- a. Vendor's negligent acts or omissions.
- b. Product defects.
- c. Food safety violations.
- d. Failure to comply with applicable laws or regulations.

- e. Breach of this Agreement.

14. Record Retention and Audit Rights

Vendor shall maintain all records related to this Agreement for a minimum period of three (3) years following final payment or longer if required by law or audit findings.

Such records shall be made available upon request to:

- a. Real Journey Academies.
- b. Participating agencies.
- c. California Department of Education.
- d. USDA.
- e. Authorized auditors or governmental agencies.

15. Non-Discrimination

Vendor shall not discriminate against any employee, applicant, customer, or participant on the basis of race, color, national origin, ancestry, sex, gender, gender identity, disability, age, religion, sexual orientation, or any other protected classification under applicable law.

16. Termination

The following termination provisions are intended to protect the operational, financial, regulatory, and food safety interests of the CORE Nutrition Network and its participating agencies throughout the term of this Agreement.

- a. Termination for Cause
Either Party may terminate this Agreement upon written notice if the other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice.
- b. Termination for Convenience
Real Journey Academies may terminate this Agreement without cause upon sixty (60) days written notice.
- c. Immediate Termination
Real Journey Academies may immediately terminate this Agreement for any of the following:
 - i. Food safety violations;
 - ii. Fraud or misrepresentation;
 - iii. Failure to maintain required licenses or insurance;
 - iv. USDA or regulatory noncompliance; or
 - v. Failure to perform required services.

17. Force Majeure

Neither Party shall be liable for delays or failures in performance caused by events beyond reasonable control, including natural disasters, labor disputes, governmental actions, transportation disruptions, or supply chain interruptions.

Vendor shall promptly notify the Lead Charter of any force majeure event impacting performance.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Venue for any legal action arising under this Agreement shall be in the Superior Court of the State of California in the county in which Real Journey Academies is located.

19. Entire Agreement

This Agreement, including all incorporated exhibits and procurement documents, constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, or agreements.

Any amendment must be in writing and signed by authorized representatives of both Parties.

20. Assignment

Vendor shall not assign, transfer, delegate, or otherwise convey any rights or obligations under this Agreement without the prior written consent of Real Journey Academies. Any attempted assignment without such consent shall be void.

21. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

22. Incorporated Documents

The following documents are incorporated herein by reference:

- a. CORE Nutrition Network RFP.
- b. Vendor Proposal Submission.
- c. Pricing Schedules.

- d. RFP Addenda.
- e. Exhibit A – Awarded Categories and Pricing.
- f. Participating School Site List.

23. Order of Precedence

In the event of any conflict, inconsistency, or ambiguity between the documents incorporated into this Agreement, the following order of precedence shall apply:

- a. This Agreement and any executed amendments;
- b. Approved Exhibits and awarded pricing schedules;
- c. The CORE Nutrition Network Request for Proposal and addenda;
- d. Award notifications or award letters;
- e. Vendor's proposal submission.

Vendor acknowledges that no proposal terms, conditions, or exceptions submitted by Vendor shall supersede the requirements of the RFP or this Agreement unless expressly accepted in writing by Real Journey Academies.

24. Signatures

REAL JOURNEY ACADEMIES

(Lead Charter for CORE Nutrition Network)

By: Jaime Serrano

Name: Jaime Serrano

Title: Chief Operations Officer

Date: 06/23/2026

VENDOR

Vendor Name: The Fruit Guys, LLC

By: Erin Mittelstaedt

Name: Erin Mittelstaedt

Title: CEO

Date: 6/1/2026

EXHIBIT A**Awarded Categories and Pricing****Awarded Categories**

Category	Primary	Backup	Notes
Broadline Distribution	•	•	
Produce	•	• X	
Dairy	•	•	
Fresh Bread/Bakery	•	•	
Paper & Disposable Supplies	•	•	

Pricing Structure

(Attach approved pricing schedules, fee structures, rebates, escalation clauses, and discounts.)

Delivery Requirements

(Attach delivery schedules, order minimums, emergency delivery procedures, delivery days, and service expectations.)

Participating School Sites

- Real Journey Academies
- Alta Public Schools
- Montague Charter Academy
- The Palmdale Aerospace Academy

CORE Nutrition Network Foodservice Vendor Award Agreement

This Foodservice Vendor Award Agreement (“Agreement”) is entered into as of July 1, 2026 (“Effective Date”) by and between:

Real Journey Academies

A California nonprofit public benefit corporation, acting as the Lead Charter and authorized representative for the CORE Nutrition Network (“Lead Charter” or “CORE”),

and

VENDOR INFORMATION

Vendor Name: Driftwood Dairy

Vendor Address: 10724 E Lower Azusa Rd.

City/State/Zip: El Monte, CA 91731

(“Vendor”).

Collectively referred to as the “Parties.”

1. Participating Agencies

The CORE Nutrition Network includes the following participating charter school organizations authorized to purchase under this Agreement:

- a. Real Journey Academies (“Lead Charter”)
- b. Alta Public Schools
- c. Montague Charter Academy
- d. The Palmdale Aerospace Academy

Real Journey Academies shall serve as the lead agency for administration of the Request for Proposal (“RFP”) process, contract award, board approval, and contract oversight.

Each participating agency may independently place orders, receive deliveries, and remit payment directly to Vendor unless otherwise specified in writing.

Vendor agrees to extend all pricing, terms, conditions, and service levels under this Agreement to all participating CORE Nutrition Network member organizations.

2. Purpose

The purpose of this Agreement is to formalize the award resulting from the CORE Nutrition Network Request for Proposal (“RFP”) for the procurement and delivery of foodservice products and supplies for participating charter schools and nutrition programs.

Vendor has been selected to provide products and related services in one or more of the following awarded categories:

- Dairy

The awarded categories are identified in Exhibit A attached hereto and incorporated herein by reference.

3. Term of Agreement

The initial term of this Agreement shall begin on July 1, 2026, and continue through June 30, 2027.

The Agreement may be renewed for up to two (2) additional one-year renewal terms upon mutual written agreement of the Parties and approval by the governing board of Real Journey Academies.

Any renewal shall be subject to satisfactory vendor performance, pricing compliance, and continued programmatic need.

4. Scope of Services

Vendor shall:

- a. Provide awarded products and related services in accordance with the specifications, pricing, quality standards, and requirements set forth in:
 - i. The CORE Nutrition Network RFP.
 - ii. Vendor’s proposal submission.
 - iii. Approved pricing schedules.
 - iv. Any addenda or amendments.
- b. Deliver products to participating schools and sites according to approved delivery schedules.
- c. Maintain sufficient inventory and staffing to ensure uninterrupted service.
- d. Ensure all products comply with applicable federal, state, and local food safety standards.

- e. Provide substitutions only with prior approval from the Lead Charter or designated nutrition representative.
- f. Maintain all licenses, permits, registrations, certifications, and insurance required by law.
- g. Cooperate with all USDA, California Department of Education, and local monitoring or audit requirements.

5. Awarded Product Categories

Vendor is awarded the following categories under this Agreement:

Category	Primary	Backup
Broadline Distribution		
Produce		
Dairy	X	
Fresh Bread/Bakery		
Paper & Disposable Supplies		

Detailed pricing and specifications are identified in Exhibit A.

6. Primary and Backup Vendor Awards

Vendor acknowledges that the CORE Nutrition Network may award contracts to both primary and backup vendors for certain product categories, including but not limited to Produce, Dairy, and Paper & Disposable Supplies.

A backup vendor award does not guarantee purchase volume, minimum orders, or exclusive purchasing rights. Participating agencies may utilize backup vendors when the primary awarded vendor is unable or unwilling to:

- a. Meet delivery schedules;
- b. Supply awarded products;
- c. Maintain acceptable service levels;
- d. Resolve product shortages;
- e. Comply with contract requirements; or
- f. Otherwise perform in accordance with this Agreement.

The determination of whether to utilize a backup vendor shall be made solely by the applicable participating agency and/or the CORE Nutrition Network through the Lead Charter in the best interest of the CORE Nutrition Network and its participating agencies.

Vendor agrees that backup vendor utilization under this Agreement shall not constitute a breach of exclusivity or reduction of anticipated purchase volume.

In the event the primary vendor's Agreement is terminated, suspended, or materially breached, the CORE Nutrition Network may, at its sole discretion, authorize continued or expanded purchases from an awarded backup vendor without reissuing the Request for Proposal, provided such purchases remain within the scope of the original RFP and awarded pricing structure.

All pricing, terms, conditions, service obligations, and compliance requirements contained in this Agreement shall apply equally to both primary and backup vendors.

7. Cooperative Purchasing/Piggybacking Usage

This Agreement may be made available for cooperative purchasing ("piggybacking") by other eligible public agencies, school food authorities, charter schools, nonprofit organizations, or governmental entities, only where permitted by applicable federal and state law and only upon prior written approval by the CORE Nutrition Network and Vendor.

Piggyback participation is not guaranteed and shall be subject to the following conditions:

a. Required Approvals

Any entity requesting to utilize this Agreement through piggyback participation must first obtain written approval from the CORE Nutrition Network. Following Network approval, Vendor must also provide written consent prior to participation.

No piggyback use shall be permitted without express written authorization from both the CORE Nutrition Network and Vendor.

b. Administrative Fee

An administrative fee of One Thousand Five Hundred Dollars (\$1,500.00) per awarded RFP category, per participating piggyback entity, per approved year of use shall apply.

The administrative fee shall be payable to Debra Amos prior to contract utilization and is intended to offset procurement, administrative, compliance, and contract oversight costs.

c. Duration of Piggyback Use

Approved piggyback participation shall be limited to a maximum period of

one (1) year from the date of written approval by the CORE Nutrition Network unless otherwise authorized in writing.

At the conclusion of the approved piggyback period, the participating entity must either:

- i. Apply for and be accepted as a member of the CORE Nutrition Network, subject to Network approval; or
 - ii. Discontinue use of this Agreement upon expiration of the approved piggyback term.
- d. Independent Contract Responsibility
Each approved piggyback entity shall enter into its own separate agreement or purchasing arrangement with Vendor and shall be solely responsible for:
 - i. Its own purchases and ordering activities;
 - ii. Invoice processing and payment obligations;
 - iii. Compliance with all applicable federal, state, and local procurement requirements;
 - iv. Governing board approvals, if required; and
 - v. Program monitoring, audit compliance, and record retention obligations.

The CORE Nutrition Network and its participating agencies assume no responsibility or liability for the purchases, actions, compliance, or performance of any piggyback entity.

- e. Pricing and Service Limitations
Vendor shall not be required to extend pricing, service levels, delivery schedules, or product availability beyond Vendor's operational capacity.

Any pricing extended to piggyback entities shall be equal to or better than the pricing awarded under this Agreement unless otherwise mutually agreed upon in writing by Vendor and the piggyback entity.

- f. Right to Revoke Piggyback Participation
The CORE Nutrition Network reserves the right to revoke piggyback authorization at any time upon written notice if continued participation is determined to be inconsistent with the best interests of the Network, participating agencies, or applicable procurement requirements.

8. Pricing

Pricing shall remain firm for the pricing period established in the RFP unless adjusted in accordance with this Agreement and approved in writing by the Lead Charter.

All pricing shall be FOB destination to participating agency delivery locations and shall include all freight, fuel, handling, delivery, storage, and associated service costs unless otherwise specifically approved in writing by the CORE Nutrition Network through the Lead Charter.

- a. Price Adjustment Requests - Any requested price adjustment must:
 - i. Be submitted in writing no less than thirty (30) days prior to the proposed implementation date;
 - ii. Include manufacturer documentation, market index support, invoice verification, or other substantiating evidence acceptable to the CORE Nutrition Network through the Lead Charter;
 - iii. Be limited to documented cost increases directly affecting the awarded products; and
 - iv. Be approved in writing by the Lead Charter prior to implementation.

Decreases in manufacturer pricing, rebates, allowances, credits, discounts, or promotional pricing shall be passed through to participating agencies immediately.

- b. Prohibited Charges

Fuel surcharges, energy surcharges, delivery surcharges, emergency fees, or similar additional charges are prohibited unless otherwise approved in writing by the CORE Nutrition Network through the Lead Charter.

- c. Rebates and Credits

Vendor shall provide all eligible rebates, discounts, credits, and promotional allowances to participating agencies.

Unauthorized price increases or unauthorized fees may constitute a material breach of this Agreement.

- d. Off-Contract / Additional Items

Additional or non-listed items may be purchased during the Agreement term provided such purchases do not exceed ten percent (10%) of the total annual awarded contract value per participating agency and awarded category unless otherwise approved in writing by Real Journey Academies.

All off-contract items shall be priced consistent with the pricing methodology, discounts, and fee structures established under this Agreement unless otherwise approved in writing.

- e. Audit Rights

The CORE Nutrition Network, through the Lead Charter, and participating agencies reserve the right to audit invoices, manufacturer pricing documentation, rebates, credits,

and supporting pricing records during the Agreement term and for the applicable record retention period.

9. Ordering and Delivery

Vendor acknowledges that timely, accurate, and reliable delivery performance is essential to the operation of school nutrition programs and agrees to exercise commercially reasonable efforts to maintain consistent product availability, delivery reliability, product quality, and responsive customer service throughout the term of this Agreement.

Vendor shall:

- a. Deliver products according to mutually agreed delivery schedules.
- b. Ensure all refrigerated and frozen products are maintained at safe temperatures during transport.
- c. Deliver products in clean, undamaged, and commercially acceptable condition.
- d. Replace damaged, spoiled, shorted, or non-conforming products at no additional cost.
- e. Provide accurate invoices and packing slips with each delivery.

Vendor shall notify participating agencies promptly regarding shortages, substitutions, or anticipated delays.

Minimum order requirements and delivery schedules shall be identified in Exhibit A.

10. USDA, Child Nutrition, and Buy American Compliance

Vendor acknowledges that participating schools may operate programs under:

- a. National School Lunch Program (NSLP)
- b. School Breakfast Program (SBP)
- c. Child and Adult Care Food Program (CACFP)
- d. Summer Food Service Program (SFSP)
- e. Seamless Summer Option (SSO)

Vendor agrees to comply with all applicable federal and state laws and regulations governing child nutrition programs, including but not limited to:

- a. USDA procurement regulations.
- b. Buy American requirements.
- c. Food safety and sanitation standards.
- d. Equal opportunity and nondiscrimination regulations.
- e. Record retention requirements.

Vendor shall provide documentation verifying domestic origin of products upon request.

11. Invoicing and Payment

Vendor shall submit invoices directly to the applicable participating agency unless otherwise instructed.

Invoices must include:

- a. Invoice number.
- b. Delivery date.
- c. School/site name.
- d. Product descriptions.
- e. Quantities delivered.
- f. Unit pricing.
- g. Extended totals.
- h. Purchase order number, if applicable.

Payment terms shall be Net 30 days unless otherwise agreed in writing.

Participating agencies shall only be responsible for products ordered and received by that agency.

12. Insurance Requirements

Vendor shall maintain, at its own expense, insurance coverage including:

- a. Commercial General Liability Insurance:
 - i. Minimum \$1,000,000 per occurrence
 - ii. \$2,000,000 aggregate
- b. Automobile Liability Insurance
- c. Workers' Compensation Insurance as required by California law
- d. Product Liability Insurance

Certificates of insurance naming Real Journey Academies and participating agencies as additional insureds shall be provided prior to contract execution.

13. Indemnification

Vendor shall indemnify, defend, and hold harmless Real Journey Academies, Alta Public Schools, Montague Charter Academy, The Palmdale Aerospace Academy, and their respective officers, employees, agents, and representatives from and against any claims, damages, liabilities, losses, costs, or expenses arising from:

- a. Vendor's negligent acts or omissions.
- b. Product defects.
- c. Food safety violations.
- d. Failure to comply with applicable laws or regulations.

- e. Breach of this Agreement.

14. Record Retention and Audit Rights

Vendor shall maintain all records related to this Agreement for a minimum period of three (3) years following final payment or longer if required by law or audit findings.

Such records shall be made available upon request to:

- a. Real Journey Academies.
- b. Participating agencies.
- c. California Department of Education.
- d. USDA.
- e. Authorized auditors or governmental agencies.

15. Non-Discrimination

Vendor shall not discriminate against any employee, applicant, customer, or participant on the basis of race, color, national origin, ancestry, sex, gender, gender identity, disability, age, religion, sexual orientation, or any other protected classification under applicable law.

16. Termination

The following termination provisions are intended to protect the operational, financial, regulatory, and food safety interests of the CORE Nutrition Network and its participating agencies throughout the term of this Agreement.

- a. Termination for Cause
Either Party may terminate this Agreement upon written notice if the other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice.
- b. Termination for Convenience
Real Journey Academies may terminate this Agreement without cause upon sixty (60) days written notice.
- c. Immediate Termination
Real Journey Academies may immediately terminate this Agreement for any of the following:
 - i. Food safety violations;
 - ii. Fraud or misrepresentation;
 - iii. Failure to maintain required licenses or insurance;
 - iv. USDA or regulatory noncompliance; or
 - v. Failure to perform required services.

17. Force Majeure

Neither Party shall be liable for delays or failures in performance caused by events beyond reasonable control, including natural disasters, labor disputes, governmental actions, transportation disruptions, or supply chain interruptions.

Vendor shall promptly notify the Lead Charter of any force majeure event impacting performance.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Venue for any legal action arising under this Agreement shall be in the Superior Court of the State of California in the county in which Real Journey Academies is located.

19. Entire Agreement

This Agreement, including all incorporated exhibits and procurement documents, constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, or agreements.

Any amendment must be in writing and signed by authorized representatives of both Parties.

20. Assignment

Vendor shall not assign, transfer, delegate, or otherwise convey any rights or obligations under this Agreement without the prior written consent of Real Journey Academies. Any attempted assignment without such consent shall be void.

21. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

22. Incorporated Documents

The following documents are incorporated herein by reference:

- a. CORE Nutrition Network RFP.
- b. Vendor Proposal Submission.
- c. Pricing Schedules.

- d. RFP Addenda.
- e. Exhibit A – Awarded Categories and Pricing.
- f. Participating School Site List.

23. Order of Precedence

In the event of any conflict, inconsistency, or ambiguity between the documents incorporated into this Agreement, the following order of precedence shall apply:

- a. This Agreement and any executed amendments;
- b. Approved Exhibits and awarded pricing schedules;
- c. The CORE Nutrition Network Request for Proposal and addenda;
- d. Award notifications or award letters;
- e. Vendor's proposal submission.

Vendor acknowledges that no proposal terms, conditions, or exceptions submitted by Vendor shall supersede the requirements of the RFP or this Agreement unless expressly accepted in writing by Real Journey Academies.

24. Signatures

REAL JOURNEY ACADEMIES

(Lead Charter for CORE Nutrition Network)

By: Jaime Serrano

Name: Jaime Serrano

Title: Chief Operations Officer

Date: 06/23/2026

VENDOR

Vendor Name: Driftwood Dairy, Inc.

By: Gregory J. Tortell

Name: Gregory J. Tortell

Title: School Sales Manager

Date: 6/1/26

EXHIBIT A**Awarded Categories and Pricing****Awarded Categories**

Category	Primary	Backup	Notes
Broadline Distribution	•	•	
Produce	•	•	
Dairy	X	•	Dairy primary only
Fresh Bread/Bakery	•	•	
Paper & Disposable Supplies	•	•	

Pricing Structure

(Attach approved pricing schedules, fee structures, rebates, escalation clauses, and discounts.)

Delivery Requirements

(Attach delivery schedules, order minimums, emergency delivery procedures, delivery days, and service expectations.)

Participating School Sites

- Real Journey Academies
- Alta Public Schools
- Montague Charter Academy
- The Palmdale Aerospace Academy

CORE Nutrition Network Foodservice Vendor Award Agreement

This Foodservice Vendor Award Agreement ("Agreement") is entered into as of July 1, 2026 ("Effective Date") by and between:

Real Journey Academies

A California nonprofit public benefit corporation, acting as the Lead Charter and authorized representative for the CORE Nutrition Network ("Lead Charter" or "CORE"),

and

VENDOR INFORMATION

Vendor Name: Gold Star Foods

Vendor Address: 378 East Airport Drive

City/State/Zip: Ontario, CA 91761

("Vendor").

Collectively referred to as the "Parties."

1. Participating Agencies

The CORE Nutrition Network includes the following participating charter school organizations authorized to purchase under this Agreement:

- a. Real Journey Academies ("Lead Charter")
- b. Alta Public Schools
- c. Montague Charter Academy
- d. The Palmdale Aerospace Academy

Real Journey Academies shall serve as the lead agency for administration of the Request for Proposal ("RFP") process, contract award, board approval, and contract oversight.

Each participating agency may independently place orders, receive deliveries, and remit payment directly to Vendor unless otherwise specified in writing.

Vendor agrees to extend all pricing, terms, conditions, and service levels under this Agreement to all participating CORE Nutrition Network member organizations.

2. Purpose

The purpose of this Agreement is to formalize the award resulting from the CORE Nutrition Network Request for Proposal ("RFP") for the procurement and delivery of foodservice products and supplies for participating charter schools and nutrition programs.

Vendor has been selected to provide products and related services in one or more of the following awarded categories:

- Broadline Distribution
- Produce
- Fresh Bread/Bakery
- Paper & Disposable Supplies

The awarded categories are identified in Exhibit A attached hereto and incorporated herein by reference.

3. Term of Agreement

The initial term of this Agreement shall begin on July 1, 2026, and continue through June 30, 2027.

The Agreement may be renewed for up to two (2) additional one-year renewal terms upon mutual written agreement of the Parties and approval by the governing board of Real Journey Academies.

Any renewal shall be subject to satisfactory vendor performance, pricing compliance, and continued programmatic need.

4. Scope of Services

Vendor shall:

- a. Provide awarded products and related services in accordance with the specifications, pricing, quality standards, and requirements set forth in:
 - i. The CORE Nutrition Network RFP.
 - ii. Vendor's proposal submission.
 - iii. Approved pricing schedules.
 - iv. Any addenda or amendments.
- b. Deliver products to participating schools and sites according to approved delivery schedules.
- c. Maintain sufficient inventory and staffing to ensure uninterrupted service.

- d. Ensure all products comply with applicable federal, state, and local food safety standards.
- e. Provide substitutions only with prior approval from the Lead Charter or designated nutrition representative.
- f. Maintain all licenses, permits, registrations, certifications, and insurance required by law.
- g. Cooperate with all USDA, California Department of Education, and local monitoring or audit requirements.

5. Awarded Product Categories

Vendor is awarded the following categories under this Agreement:

Category	Primary	Backup
Broadline Distribution	☒	☐
Produce	☒	☐
Dairy	☐	☐
Fresh Bread/Bakery	☒	☐
Paper & Disposable Supplies	☐	☒

Detailed pricing and specifications are identified in Exhibit A.

6. Primary and Backup Vendor Awards

Vendor acknowledges that the CORE Nutrition Network may award contracts to both primary and backup vendors for certain product categories, including but not limited to Produce, Dairy, and Paper & Disposable Supplies.

A backup vendor award does not guarantee purchase volume, minimum orders, or exclusive purchasing rights. Participating agencies may utilize backup vendors when the primary awarded vendor is unable or unwilling to:

- a. Meet delivery schedules;
- b. Supply awarded products;
- c. Maintain acceptable service levels;
- d. Resolve product shortages;
- e. Comply with contract requirements; or
- f. Otherwise perform in accordance with this Agreement.

The determination of whether to utilize a backup vendor shall be made solely by the applicable participating agency and/or the CORE Nutrition Network through the Lead Charter in the best interest of the CORE Nutrition Network and its participating agencies.

Vendor agrees that backup vendor utilization under this Agreement shall not constitute a breach of exclusivity or reduction of anticipated purchase volume.

In the event the primary vendor's Agreement is terminated, suspended, or materially breached, the CORE Nutrition Network may, at its sole discretion, authorize continued or expanded purchases from an awarded backup vendor without reissuing the Request for Proposal, provided such purchases remain within the scope of the original RFP and awarded pricing structure.

All pricing, terms, conditions, service obligations, and compliance requirements contained in this Agreement shall apply equally to both primary and backup vendors.

7. Cooperative Purchasing/Piggybacking Usage

This Agreement may be made available for cooperative purchasing ("piggybacking") by other eligible public agencies, school food authorities, charter schools, nonprofit organizations, or governmental entities, only where permitted by applicable federal and state law and only upon prior written approval by the CORE Nutrition Network and Vendor.

Piggyback participation is not guaranteed and shall be subject to the following conditions:

a. Required Approvals

Any entity requesting to utilize this Agreement through piggyback participation must first obtain written approval from the CORE Nutrition Network. Following Network approval, Vendor must also provide written consent prior to participation.

No piggyback use shall be permitted without express written authorization from both the CORE Nutrition Network and Vendor.

b. Administrative Fee

An administrative fee of One Thousand Five Hundred Dollars (\$1,500.00) per awarded RFP category, per participating piggyback entity, per approved year of use shall apply.

The administrative fee shall be payable to the Debra Amos prior to contract utilization and is intended to offset procurement, administrative, compliance, and contract oversight costs.

c. Duration of Piggyback Use

Approved piggyback participation shall be limited to a maximum period of

one (1) year from the date of written approval by the CORE Nutrition Network unless otherwise authorized in writing.

At the conclusion of the approved piggyback period, the participating entity must either:

- i. Apply for and be accepted as a member of the CORE Nutrition Network, subject to Network approval; or
 - ii. Discontinue use of this Agreement upon expiration of the approved piggyback term.
- d. Independent Contract Responsibility
Each approved piggyback entity shall enter into its own separate agreement or purchasing arrangement with Vendor and shall be solely responsible for:
 - i. Its own purchases and ordering activities;
 - ii. Invoice processing and payment obligations;
 - iii. Compliance with all applicable federal, state, and local procurement requirements;
 - iv. Governing board approvals, if required; and
 - v. Program monitoring, audit compliance, and record retention obligations.

The CORE Nutrition Network and its participating agencies assume no responsibility or liability for the purchases, actions, compliance, or performance of any piggyback entity.

- e. Pricing and Service Limitations
Vendor shall not be required to extend pricing, service levels, delivery schedules, or product availability beyond Vendor's operational capacity.

Any pricing extended to piggyback entities shall be equal to or better than the pricing awarded under this Agreement unless otherwise mutually agreed upon in writing by Vendor and the piggyback entity.

- f. Right to Revoke Piggyback Participation
The CORE Nutrition Network reserves the right to revoke piggyback authorization at any time upon written notice if continued participation is determined to be inconsistent with the best interests of the Network, participating agencies, or applicable procurement requirements.

8. Pricing

Pricing shall remain firm for the pricing period established in the RFP unless adjusted in accordance with this Agreement and approved in writing by the Lead Charter.

All pricing shall be FOB destination to participating agency delivery locations and shall include all freight, fuel, handling, delivery, storage, and associated service costs unless otherwise specifically approved in writing by the CORE Nutrition Network through the Lead Charter.

- a. Price Adjustment Requests - Any requested price adjustment must:
 - i. Be submitted in writing no less than thirty (30) days prior to the proposed implementation date;
 - ii. Include manufacturer documentation, market index support, invoice verification, or other substantiating evidence acceptable to the CORE Nutrition Network through the Lead Charter;
 - iii. Be limited to documented cost increases directly affecting the awarded products; and
 - iv. Be approved in writing by the Lead Charter prior to implementation.

Decreases in manufacturer pricing, rebates, allowances, credits, discounts, or promotional pricing shall be passed through to participating agencies immediately.

b. Prohibited Charges

Fuel surcharges, energy surcharges, delivery surcharges, emergency fees, or similar additional charges are prohibited unless otherwise approved in writing by the CORE Nutrition Network through the Lead Charter.

c. Rebates and Credits

Vendor shall provide all eligible rebates, discounts, credits, and promotional allowances to participating agencies.

Unauthorized price increases or unauthorized fees may constitute a material breach of this Agreement.

d. Off-Contract / Additional Items

Additional or non-listed items may be purchased during the Agreement term provided such purchases do not exceed ten percent (10%) of the total annual awarded contract value per participating agency and awarded category unless otherwise approved in writing by Real Journey Academies.

All off-contract items shall be priced consistent with the pricing methodology, discounts, and fee structures established under this Agreement unless otherwise approved in writing.

e. Audit Rights

The CORE Nutrition Network, through the Lead Charter, and participating agencies reserve the right to audit invoices, manufacturer pricing documentation, rebates, credits,

and supporting pricing records during the Agreement term and for the applicable record retention period.

9. Ordering and Delivery

Vendor acknowledges that timely, accurate, and reliable delivery performance is essential to the operation of school nutrition programs and agrees to exercise commercially reasonable efforts to maintain consistent product availability, delivery reliability, product quality, and responsive customer service throughout the term of this Agreement.

Vendor shall:

- a. Deliver products according to mutually agreed delivery schedules.
- b. Ensure all refrigerated and frozen products are maintained at safe temperatures during transport.
- c. Deliver products in clean, undamaged, and commercially acceptable condition.
- d. Replace damaged, spoiled, shorted, or non-conforming products at no additional cost.
- e. Provide accurate invoices and packing slips with each delivery.

Vendor shall notify participating agencies promptly regarding shortages, substitutions, or anticipated delays.

Minimum order requirements and delivery schedules shall be identified in Exhibit A.

10. USDA, Child Nutrition, and Buy American Compliance

Vendor acknowledges that participating schools may operate programs under:

- a. National School Lunch Program (NSLP)
- b. School Breakfast Program (SBP)
- c. Child and Adult Care Food Program (CACFP)
- d. Summer Food Service Program (SFSP)
- e. Seamless Summer Option (SSO)

Vendor agrees to comply with all applicable federal and state laws and regulations governing child nutrition programs, including but not limited to:

- a. USDA procurement regulations.
- b. Buy American requirements.
- c. Food safety and sanitation standards.
- d. Equal opportunity and nondiscrimination regulations.
- e. Record retention requirements.

Vendor shall provide documentation verifying domestic origin of products upon request.

11. Invoicing and Payment

Vendor shall submit invoices directly to the applicable participating agency unless otherwise instructed.

Invoices must include:

- a. Invoice number.
- b. Delivery date.
- c. School/site name.
- d. Product descriptions.
- e. Quantities delivered.
- f. Unit pricing.
- g. Extended totals.
- h. Purchase order number, if applicable.

Payment terms shall be Net 30 days unless otherwise agreed in writing.

Participating agencies shall only be responsible for products ordered and received by that agency.

12. Insurance Requirements

Vendor shall maintain, at its own expense, insurance coverage including:

- a. Commercial General Liability Insurance:
 - i. Minimum \$1,000,000 per occurrence
 - ii. \$2,000,000 aggregate
- b. Automobile Liability Insurance
- c. Workers' Compensation Insurance as required by California law
- d. Product Liability Insurance

Certificates of insurance naming Real Journey Academies and participating agencies as additional insureds shall be provided prior to contract execution.

13. Indemnification

Vendor shall indemnify, defend, and hold harmless Real Journey Academies, Alta Public Schools, Montague Charter Academy, The Palmdale Aerospace Academy, and their respective officers, employees, agents, and representatives from and against any claims, damages, liabilities, losses, costs, or expenses arising from:

- a. Vendor's negligent acts or omissions.
- b. Product defects.
- c. Food safety violations.
- d. Failure to comply with applicable laws or regulations.

- e. Breach of this Agreement.

14. Record Retention and Audit Rights

Vendor shall maintain all records related to this Agreement for a minimum period of three (3) years following final payment or longer if required by law or audit findings.

Such records shall be made available upon request to:

- a. Real Journey Academies.
- b. Participating agencies.
- c. California Department of Education.
- d. USDA.
- e. Authorized auditors or governmental agencies.

15. Non-Discrimination

Vendor shall not discriminate against any employee, applicant, customer, or participant on the basis of race, color, national origin, ancestry, sex, gender, gender identity, disability, age, religion, sexual orientation, or any other protected classification under applicable law.

16. Termination

The following termination provisions are intended to protect the operational, financial, regulatory, and food safety interests of the CORE Nutrition Network and its participating agencies throughout the term of this Agreement.

- a. Termination for Cause
Either Party may terminate this Agreement upon written notice if the other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice.
- b. Termination for Convenience
Real Journey Academies may terminate this Agreement without cause upon sixty (60) days written notice.
- c. Immediate Termination
Real Journey Academies may immediately terminate this Agreement for any of the following:
 - i. Food safety violations;
 - ii. Fraud or misrepresentation;
 - iii. Failure to maintain required licenses or insurance;
 - iv. USDA or regulatory noncompliance; or
 - v. Failure to perform required services.

17. Force Majeure

Neither Party shall be liable for delays or failures in performance caused by events beyond reasonable control, including natural disasters, labor disputes, governmental actions, transportation disruptions, or supply chain interruptions.

Vendor shall promptly notify the Lead Charter of any force majeure event impacting performance.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Venue for any legal action arising under this Agreement shall be in the Superior Court of the State of California in the county in which Real Journey Academies is located.

19. Entire Agreement

This Agreement, including all incorporated exhibits and procurement documents, constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, or agreements.

Any amendment must be in writing and signed by authorized representatives of both Parties.

20. Assignment

Vendor shall not assign, transfer, delegate, or otherwise convey any rights or obligations under this Agreement without the prior written consent of Real Journey Academies. Any attempted assignment without such consent shall be void.

21. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

22. Incorporated Documents

The following documents are incorporated herein by reference:

- a. CORE Nutrition Network RFP.
- b. Vendor Proposal Submission.
- c. Pricing Schedules.

- d. RFP Addenda.
- e. Exhibit A – Awarded Categories and Pricing.
- f. Participating School Site List.

23. Order of Precedence

In the event of any conflict, inconsistency, or ambiguity between the documents incorporated into this Agreement, the following order of precedence shall apply:

- a. This Agreement and any executed amendments;
- b. Approved Exhibits and awarded pricing schedules;
- c. The CORE Nutrition Network Request for Proposal and addenda;
- d. Award notifications or award letters;
- e. Vendor's proposal submission.

Vendor acknowledges that no proposal terms, conditions, or exceptions submitted by Vendor shall supersede the requirements of the RFP or this Agreement unless expressly accepted in writing by Real Journey Academies.

24. Signatures

REAL JOURNEY ACADEMIES

(Lead Charter for CORE Nutrition Network)

By: Jaime Serrano

Name: Jaime Serrano

Title: Chief Operations Officer

Date: 06/23/2026

VENDOR

Vendor Name: Gold Star Foods, Inc.

By: [Signature]

Name: John Cho

Title: E.V.P. of Revenue Management

Date: June 8, 2026

EXHIBIT A**Awarded Categories and Pricing****Awarded Categories**

Category	Primary	Backup	Notes
Broadline Distribution	☒	☐	
Produce	☒	☐	
Dairy	☐	☐	
Fresh Bread/Bakery	☒	☐	
Paper & Disposable Supplies	☐	☒	

Pricing Structure

(Attach approved pricing schedules, fee structures, rebates, escalation clauses, and discounts.)

Delivery Requirements

(Attach delivery schedules, order minimums, emergency delivery procedures, delivery days, and service expectations.)

Participating School Sites

- Real Journey Academies
- Alta Public Schools
- Montague Charter Academy
- The Palmdale Aerospace Academy