



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

Approve Regular Board Meeting Minutes: March 16, 2026

Section:	III. Consent Agenda
Item:	A. Approve Regular Board Meeting Minutes: March 16, 2026
Purpose:	Vote
Submitted by:	
Related Material:	2026_03_16_board_meeting_minutes (1).pdf

DRAFT



Alta Public Schools

Minutes

Regular APS Board Meeting

Date and Time

Monday March 16, 2026 at 12:00 PM

Location

8001 Santa Fe Ave., Walnut Park, CA 90255

2410 Broadway, Walnut Park, CA 90255

Join Zoom Meeting:

[https://altaps-org.zoom.us/j/4131574805?](https://altaps-org.zoom.us/j/4131574805?pwd=dU9yVGhqXc1MUl5OXRUN0FtUT09&omn=87209273271&jst=2)

[pwd=dU9yVGhqXc1MUl5OXRUN0FtUT09&omn=87209273271&jst=2](https://altaps-org.zoom.us/j/4131574805?pwd=dU9yVGhqXc1MUl5OXRUN0FtUT09&omn=87209273271&jst=2)

Directors Present

G. Tanner, M. Castro, R. Carranza

Directors Absent

M. Porras

Guests Present

G. Mendez, M. Rascon, N. Saenz, R. Villalobos

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

R. Carranza called a meeting of the board of directors of Alta Public Schools to order on Monday Mar 16, 2026 at 12:25 PM.

II. Public Comment

A. Public Comment

Following Public Speaker:

Alina Franco (student)

Salvador Diaz

Maribel Gonzalez

Rebecca Sanchez

Susana Silva

Sandoval Martha

Leticia

Emma Garcia

Adriana Salcedo

Anthony Nevarez

Gabriella Padilla

III. Action Item

A. Statement of Work - Audit Services

R. Carranza made a motion to Approve CLA as firm to do single school audits.

G. Tanner seconded the motion.

Presentation and staff report was presented by Rachel Villalobos.

Board members ensued in a brief discussion.

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

Roll Call

R. Carranza Aye

M. Porras Absent

M. Castro Aye

G. Tanner Aye

B. Alta Public Schools UCP

R. Carranza made a motion to Approved updated USP - Uniform Complaint Process.

M. Castro seconded the motion.

Staff report and presentation was presented by APS Superintendent, Rachel Villalobos.

Board members and staff ensued in a brief discussion.

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

Roll Call

R. Carranza Aye
M. Castro Aye
G. Tanner Aye
M. Porras Absent

C. Board Member Candidate

R. Carranza made a motion to Approve Tanya Esqueda.
M. Castro seconded the motion.
Staff report and presentation was presented by APS Superintendent, Rachel Villalobos.

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

Roll Call

M. Castro Aye
M. Porras Absent
G. Tanner Aye
R. Carranza Aye

IV. Closed Sessions

A. Closed Sessions: Conference with Legal Counsel – Anticipated Litigation (Govt Code Section 54956.9(d)(2)): one matter Conference with Legal Counsel –Existing Litigation (Gov. Code sec. 54956.9(d)(1)) OAH Case No. 2025120736

Board moved into closed session at 1:02pm.
Returned from closed session at 1:52pm.

Dr. Raul Carranza reported out that board members agreed to a settlement for Case no. 2025120736. Settlement agreement \$32,500.

2nd closed session:

Moved into Closed session moved by G. Tanner and Seconded by M. Castro.

Ayes; G. Tanner, M. Castro, and R. Carranza

Moved into closed session at 1:57 pm

Returned from closed session at 2:26 pm.

Dr. Raul Carranza reported no reportable action taken.

V. Action Item

A. Resolution of The Board of Trustees of Alta Public Schools Approving Voluntary Closure of PREPA TEC - Los Angeles, Authorizing Implementation of Closure Procedures, and Other Related Thereto

M. Castro made a motion to Approve a Voluntary Closure of Prepa Tec Los Angeles.

R. Carranza seconded the motion.

Recommendation report was provided by Keith Dell'Aquila, VP of CCSA spoke on item 5A.

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

Roll Call

M. Castro Aye

G. Tanner Aye

M. Porras Absent

R. Carranza Aye

B. Review & Approve Financials Update including the Check Register for Academia Moderna, Prepa Tec - Los Angeles, Central Office

M. Castro made a motion to Table Item onto the next board meeting.

R. Carranza seconded the motion.

Item tabled.

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

Roll Call

M. Porras Absent

M. Castro Aye

R. Carranza Aye

G. Tanner Aye

VI. 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 2:35 PM.

Respectfully Submitted,

R. Carranza

Coversheet

Approve Special Board Meeting Minutes: June 19, 2026

Section:	III. Consent Agenda
Item:	B. Approve Special Board Meeting Minutes: June 19, 2026
Purpose:	Vote
Submitted by:	
Related Material:	2026_06_19_board_meeting_minutes (1).pdf



Alta Public Schools

Minutes

APS Special Board Meeting

Date and Time

Friday June 19, 2026 at 9:00 AM

Location

5555 Hamner Ave, Norco, CA 92860

4141 S. Figueroa St., Los Angeles, CA 90037

208 E. Sepulveda, Carson, CA 90745

8519 Luxor St., Downey, CA 90241

5265 East Beverly Blvd Los Angeles 90022

[Join Zoom Meeting](#)

ID: 4131574805

Passcode: g3@x?R

[\(US\) +1 669-900-6833](#)

Passcode: 581229

4131574805@zoomcrc.com

Passcode: 581229

[Zoom for G Suite Add-On Help](#)

Meeting host: r.villalobos@altaps.org

Join Zoom Meeting:

[https://altaps-org.zoom.us/j/4131574805?](https://altaps-org.zoom.us/j/4131574805?pwd=dU9yVGhqXkdNQmc1MUI5OXRUN0FtUT09&omn=86539726103&jst=2)

[pwd=dU9yVGhqXkdNQmc1MUI5OXRUN0FtUT09&omn=86539726103&jst=2](https://altaps-org.zoom.us/j/4131574805?pwd=dU9yVGhqXkdNQmc1MUI5OXRUN0FtUT09&omn=86539726103&jst=2)

Chat with Everyone:

<https://altaps-org.zoom.us/launch/jc/86539726103>

Directors Present

E. Rodriguez (remote), M. Castro (remote), P. Vieyra (remote), R. Carranza (remote), T. Esqueda (remote)

Directors Absent

G. Tanner

Guests Present

G. Mendez, N. Saenz, R. Villalobos

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

R. Carranza called a meeting of the board of directors of Alta Public Schools to order on Friday Jun 19, 2026 at 9:02 AM.

C. Ordering of the Agenda

Board Chair Dr Raul Carranza will table part of Item V for when the board meets in person.

II. Public Comment

A. Public Comment

No Public Speakers.

III. Consent Agenda

A. Approve May 20, 2026 Minutes

T. Esqueda made a motion to approve the minutes from the APS Regular Board meeting dated May 20, 2026 APS Regular Board Meeting on 05-20-26.

M. Castro seconded the motion.

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

Roll Call

R. Carranza Aye

E. Rodriguez Aye

P. Vieyra Aye

M. Castro Aye

G. Tanner Absent

T. Esqueda Aye

IV. Action Items

A. Bylaws - Approval of CalSTRS-Required Changes:

P. Vieyra made a motion to Approve the amendments to Articles of Incorporation and APS By Laws that include CALSTRS required changes that are required by the state.

E. Rodriguez seconded the motion.

Staff report was presented by APS Superintendent, Ms. Rachel Villalobos and Senior Director of HR, Ms. Guadalupe Mendez.

Board Chair, Dr. Raul Carranza provided additional background on the state requirements related to CALSTRS.

Amended Articles of Incorporation, Amended By Laws and the state required changes to CALSTRS.

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

Roll Call

T. Esqueda Aye

R. Carranza Aye

P. Vieyra Aye

M. Castro Aye

G. Tanner Absent

E. Rodriguez Aye

B. AMCS LCAP

T. Esqueda made a motion to Approve LCAP for Academia Moderna.

R. Carranza seconded the motion.

Staff report was presented by APS Superintendent Ms. Rachel Villalobos. This is the last year for the 3 year cycle.

Board members ensued in a brief discussion regarding the LCAP.
The board **VOTED** unanimously to approve the motion.

Roll Call

E. Rodriguez Aye
T. Esqueda Aye
M. Castro Aye
G. Tanner Absent
R. Carranza Aye
P. Vieyra Aye

C. Review & Approve Financials Update including the Check Register for Academia Moderna, Prepa Tec - Los Angeles, Central Office, EPA, ConnApp

Item C was tabled due to the holiday and Charter Impact not being present at the meeting.

APS Superintendent Ms. Rachel Villalobos advised the board that financials were submitted as-is to APS authorizer, LAUSD. Item will come back for board approval.

Financials do need to be board approved before June 30th.

D. Approval of CEO/Superintendent Employment Agreement

Item D was tabled due to comprehensive study regarding salary student not being attached to the agenda.

Motion to table Item C and D

Moved by Ed Rodriguez

Seconded by Dr. Raul Carranza

Ayes:

Tanya Esqueda
Mario Castro
Paul Vieyra
Dr. Raul Carranza
Ed Rodriguez

Noes:

None

Absent:

Greg Tanner

V. Closed Session

A. Public Employee Performance Evaluation (Gov. Code § 54957) Title: Chief Executive Officer and Superintendent CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Update

R. Carranza made a motion to Move into closed session at 9:10 am.

P. Vieyra seconded the motion.

Board moved into closed session at 9:10 am

Board returned from closed session at 9:55 am

Board took action on one item.

Board member Ed Rodriguez moving the decision and Dr. Raul Carranza seconded the decision.

Decision is as follows: Court Case: 25STCB13220

Settlement Agreement \$5000 to former employee minus mandatory deductibles.

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

VI. 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 9:58 AM.

Respectfully Submitted,

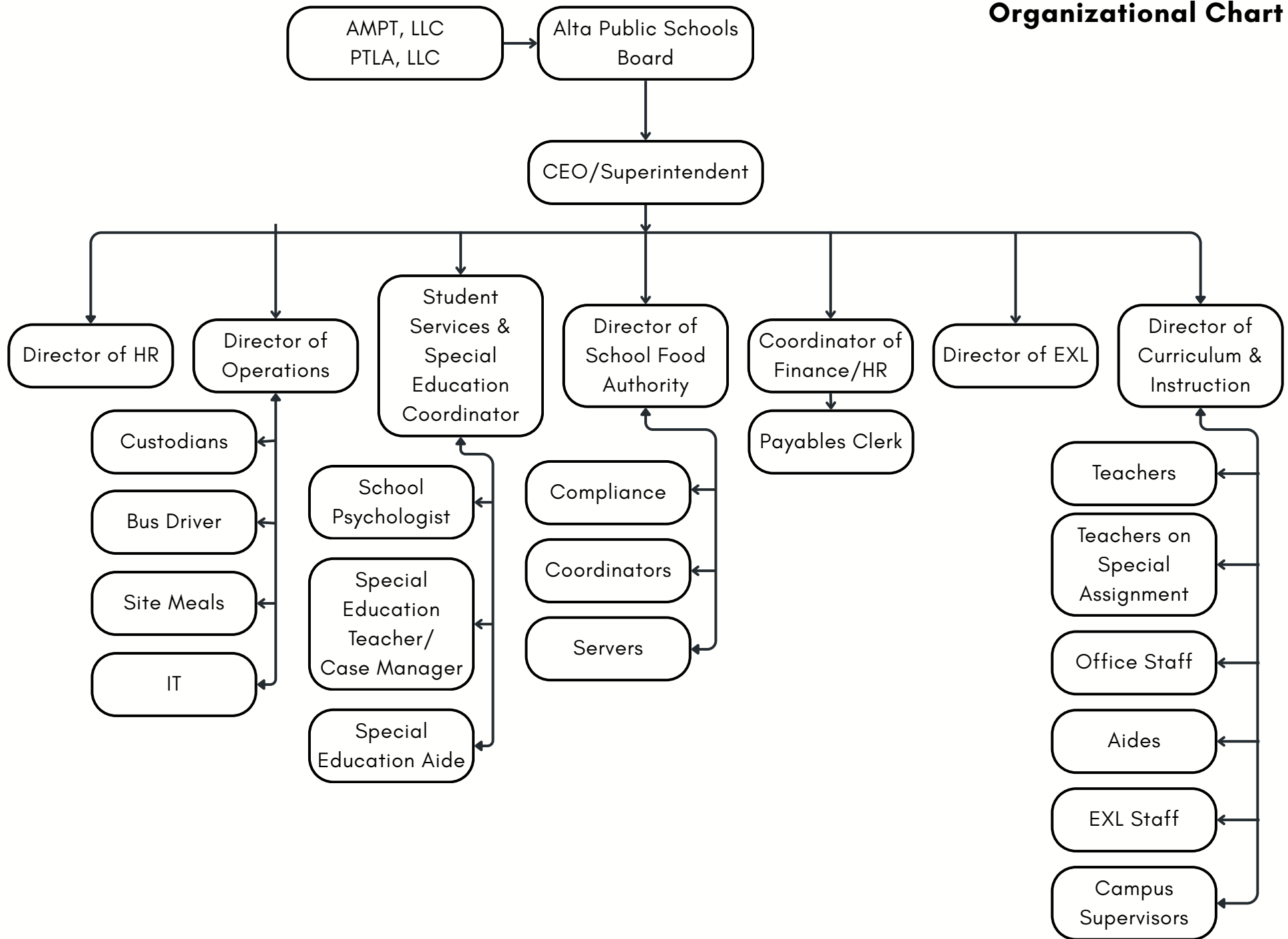
E. Rodriguez

Coversheet

APS Organization Chart

Section:	IV. Action Items
Item:	A. APS Organization Chart
Purpose:	Vote
Submitted by:	
Related Material:	Alta Public Schools Organizational Chart (2).pdf

Alta Public Schools Organizational Chart



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:

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

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: 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:

- 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:

- Produce - Backup

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:

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

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

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The following documents are incorporated herein by reference:

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

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

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- 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

Coversheet

APS Regular Board Meetings Calendar

Section:	IV. Action Items
Item:	D. APS Regular Board Meetings Calendar
Purpose:	Vote
Submitted by:	
Related Material:	APS Regular Board Meetings 26-27 (1).pdf



APS Regular Board Meetings 2026-2027

Academia Moderna Charter School

Date	Time	Location
July 22, 2026	5:30pm	2410 Broadway Walnut Park, CA 90255
August 20, 2026	5:30pm	2410 Broadway Walnut Park, CA 90255
September 17, 2026	5:30pm	2410 Broadway Walnut Park, CA 90255
October 15, 2026	5:30pm	2410 Broadway Walnut Park, CA 90255
November 19, 2026	5:30pm	2410 Broadway Walnut Park, CA 90255
December 17, 2026	5:30pm	2410 Broadway Walnut Park, CA 90255
January 21, 2027	5:30pm	2410 Broadway Walnut Park, CA 90255
February 18, 2027	5:30pm	2410 Broadway Walnut Park, CA 90255
March 18, 2027	5:30pm	2410 Broadway Walnut Park, CA 90255
April 15, 2027 (<i>Tax Day</i>)	5:30pm	2410 Broadway Walnut Park, CA 90255
May 20, 2027	5:30pm	2410 Broadway Walnut Park, CA 90255
June 17, 2027	5:30pm	2410 Broadway Walnut Park, CA 90255



Coversheet

Academia Moderna Charter Renewal Submission

Section:	IV. Action Items
Item:	E. Academia Moderna Charter Renewal Submission
Purpose:	Vote
Submitted by:	
Related Material:	Target Windows for Petition Submission NEW RENEWAL 2026-2027.pdf



Target Windows for Petition Submission (NEW and RENEWAL Petitions)

2026-2027

As of July 6, 2026

Education Code section 47605 provides a 90-day timeline for the LAUSD Board of Education to grant or deny new and renewal charter school petitions. The law also requires staff recommendations, including the recommended findings, to be published at least 15 days in advance of the scheduled board meeting for action. Therefore, the amount of time to process a petition application is practically 75 days. (This timeline may be extended if both parties agree to the extension.)

To help plan for and process the volume of petitions, the District sets intake windows as noted below. This "Target Windows for Petition Submission" is a tool for petitioner teams to use in planning for their petition submissions via an intake appointment with CSD staff. In the third column, the table shows the dates currently made available by the LAUSD Board of Education for action on charter school petitions and related items. The first column provides a date(s) in an attempt to maximize the 75-day timeline for processing a petition preceding each Board meeting date. For example, if a petitioner team submitted a petition on August 19, 2026, which is the first date in that particular window, it would leave 75 days to complete the petition process in order to publish the recommendation on November 2, 2026, which is 15 days in advance of the scheduled Board meeting on November 17, 2026. The second column provides the corresponding first public hearing date; the Board meeting date in the third column will provide a second public hearing.

NOTE: Due to internal Board procedures and deadlines, the petitioner team and the CSD need to complete the entire petition review and recommendation process approximately three to four weeks prior to the scheduled posting of the recommendation. CSD staff and the lead petitioner may request and agree to an extension of the timeline. For further assistance in using this tool, please contact the Charter Schools Division, at 213-241-0399 or charterschools@lausd.net.

PETITION SUBMISSION TARGET WINDOW (NEW AND RENEWAL PETITIONS)	PUBLIC HEARING DATES*	BOARD MEETING DATES* FOR PUBLIC HEARING AND BOARD ACTION ON PETITIONS
July 15-16, 2026	August 25, 2026	October 13, 2026
Aug 19-20, 2026	September 15, 2026	November 17, 2026
September 16-17, 2026	October 13, 2026	December 15, 2026
October 28-29, 2026	December 15, 2026	January 26, 2027
November 18-19, 2026	December 15, 2026	February 16, 2027
December 16-17, 2026	January 26, 2027	March 16, 2027
January 20-21, 2027	February 16, 2027	April 20, 2027
February 17-18, 2027	March 16, 2027	May 18, 2027
March 10-11, 2027	April 20, 2027	June 8, 2027

***NOTE: All dates currently scheduled for Public Hearing and Board action on charter school petitions are subject to change.**

Coversheet

Academic Report

Section:	V. Academic Report
Item:	A. Academic Report
Purpose:	FYI
Submitted by:	
Related Material:	1. APS Board Presentation 07.22.2026 (1).pdf



Alta Public Schools **Academia Moderna**

Board Meeting
07/22/2026



Academia- Students of the Month

Academia- Staff of the Month

Teacher of the month

Staff of the month



Academia- Updates



Academia- Updates

❖ Suspensions/Expulsions

➤ 0 suspension for August

■

➤ For the 26/27 school year

■ 0 suspensions

■ 0 expulsions



Expanded Learning, Homeless & Foster Youth Programs

Academic Report

- ❖ Closed the 2025-26 School Year with the Following Enrollment:
 - AMCS - 360
 - PTLA - 277

Charter Renewal Update - August / September

PETITION SUBMISSION TARGET WINDOW (NEW AND RENEWAL PETITIONS)	PUBLIC HEARING DATES*	BOARD MEETING DATES* FOR PUBLIC HEARING AND BOARD ACTION ON PETITIONS
July 15-16, 2026	August 25, 2026	October 13, 2026
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October 28-29, 2026	December 15, 2026	January 26, 2027
November 18-19, 2026	December 15, 2026	February 16, 2027
December 16-17, 2026	January 26, 2027	March 16, 2027
January 20-21, 2027	February 16, 2027	April 20, 2027
February 17-18, 2027	March 16, 2027	May 18, 2027
March 10-11, 2027	April 20, 2027	June 8, 2027

***NOTE: All dates currently scheduled for Public Hearing and Board action on charter school petitions are subject to change.**

LAUSD 2025-26 Oversight Report - AMCS

SUMMARY OF RATINGS			
<i>(4)=Accomplished (3)=Proficient (2)=Developing (1)=Unsatisfactory</i>			
Governance	Student Achievement and Educational Performance	Organizational Management, Programs, and Operations	Fiscal Operations
1, Unsatisfactory	2, Developing	3, Proficient	3, Proficient

LAUSD 2025-26 Oversight Report - AMCS

GOVERNANCE	RATING*
Summary of School Performance	1, Unsatisfactory
<u>Areas of Demonstrated Strength and/or Progress</u> G2: DUE PROCESS The Governing Board has systems in place to ensure that the school provides due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public. As part of the oversight visit, the organization shared documents as evidence of their systems and compliance in this area which included, but were not limited to: • Uniform Complaint Procedures Policy and applicable forms in English and Spanish, Stakeholder complaint resolution process outlining the process and purpose of the process, and employee Grievance and Discipline Policy. • Academia Moderna Charter School Student Discipline Policy includes progressive discipline plan, grounds for suspension and expulsion, alternatives to suspension or expulsion, appeal process, length of suspension, authority to expel, expulsion procedures, etc. <u>Areas Noted for Further Growth and/or Improvement</u> G1: GOVERNANCE STRUCTURE AND COMPLIANCE MONITORING The Governing Board has partially implemented the organizational structure set forth in the school's operative charter; and/or has an ineffective system in place to ensure it is complying with applicable open meeting requirements for local agencies (e.g., Brown Act, Gov. Code, § 54950 et seq.) • Brown Act Training was held on March 26, 2025 for Alta Public Schools. • Alta Public Schools Board certified "Compliance Monitoring and Certification of Board Compliance Review" on October 28, 2025 and on January 2026. Academia Moderna missed required deadline for document(s) submission for Triannual 1. • Alta Public Schools Board was issued a Notice to Cure on July 23, 2025, regarding Special Education services and timely completion of assessments and IEPs. • On the March 11, 2026 board agenda, several teleconferencing addresses are shared but at least two of those addresses did not display the agenda and were not accessible to the public.	

LAUSD 2025-26 Oversight Report - AMCS

STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE	RATING*
Summary of School Performance California Department of Education's (CDE) Charter School's 2026 Performance Category²	2, Developing Middle Performing
<u>Areas of Demonstrated Strength and/or Progress</u> A5: ALL STUDENTS ENGLISH LEARNER PROGRESS INDICATOR (ELPI) - The schoolwide Dashboard ELPI performance color is Green, as compared to the state's color of Yellow. The school's 2025 percentage of English Learner students making progress towards English language proficiency (51.4%) is higher than the state average (46.4%). A10: ALL STUDENTS SUSPENSION RATE INDICATOR- (GRADES K-12) - The schoolwide Dashboard Suspension Rate Indicator performance color is Yellow, as compared to the state's color of Green. The school's 2025 percentage of students suspended at least one day (0.9%) is lower than the state average (2.9%). <u>Areas Noted for Further Growth and/or Improvement</u> A1: ALL STUDENTS ENGLISH LANGUAGE ARTS (ELA) INDICATOR- (GRADES 3-8 & 11) - The schoolwide Dashboard ELA Indicator performance color is Yellow, the same as the state's color of Yellow. The school's 2025 schoolwide ELA DFS (-52.2DFS) is lower than the state average (-8.1 DFS). - In light of these results, school leaders report taking actions including, but not limited to, the following: - Using Benchmark curriculum with fidelity to increase ELA - Small group instruction - Intervention Teacher to support small groups and to teach foundational skills. A2: STUDENT GROUP ENGLISH LANGUAGE ARTS (ELA) INDICATOR- (GRADES 3-8 & 11) - None of the school's numerically significant student groups scored higher than their respective student group statewide average (Status/DFS). - The 2025 average DFS in ELA for the school's English Learner student group (-77.6 DFS) is lower than the state average (-59.9 DFS).	

LAUSD 2025-26 Oversight Report - AMCS

ORGANIZATIONAL MANAGEMENT, PROGRAMS, AND OPERATIONS	RATING*
Summary of School Performance	3, Proficient

Areas of Demonstrated Strength and/or Progress

O4: SCHOOL CLIMATE AND STUDENT DISCIPLINE

The school has a school climate and student discipline system that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights. Additionally, the school demonstrates consistent implementation of applicable policies related to suspensions and expulsions including, but not limited to, appropriate notification to the District.

- Review of documentation in Folder III, discussions with school leaders, and classroom/campus observations included evidence of systems to promote a positive school climate including, but not limited to:
 - A schoolwide positive behavior support system (e.g., schoolwide tiered PBIS system, PBIS team meets once a month to review students at each tier)
 - Professional development on topics related to restorative justice practices, PBIS, SEL curriculum implementation, conflict resolution strategies, and effective communication techniques. (e.g., PBIS supports, PBIS Tiered Interventions, AMSC Schoolwide Protocols, and Recess Transition Scripts).
 - Alternatives to suspension and evidence of restorative justice practices (e.g., provide structured approach to recess and Behavior interventions)
 - Systems to prevent acts of bullying (e.g., Anti-Bullying Day and Kindness Week)
 - process for collecting and responding to data relating to school climate and student discipline (e.g., CICO and note catcher)
- Academia Moderna's schoolwide suspension event rate data less than 4.5%, and suspension disproportionality rates that do not reach or exceed 14.5% for the Students with Disabilities or African American student groups.

Areas Noted for Further Growth and/or Improvement

O3: SPECIAL EDUCATION FOR NON-LAUSD SELPA SCHOOLS

- A sampling of records demonstrate that the school needs to complete IEPs on Welligent and upload them to the Welligent system.
- A recent review of Welligent reports indicated that 12 services are in Tiers 4, 5, and 6 which means that the services are either not being provided as required or not being documented. Additionally, review of the Welligent reports indicated that 5 Triennial IEP and 5 annual IEP meetings were overdue.
- On March 27, 2026, the Los Angeles County Charter SELPA issued a finding of "Good Standing" for Academia Moderna in a letter to CSD. Although the letter is of "Good Standing", Los Angeles County Charter SELPA states that a review of a random selectin of IEPs demonstrates an ongoing concern regarding the accuracy of IEP data, including re-evaluation timelines. However, they have made improvements.
- Academia Moderna received a Notice of Alleged Violation in June 2026 which included noncompliance in the areas of timely completion of IEP meetings (annuals and triennials) and service tracking.

LAUSD 2025-26 Oversight Report - AMCS

FISCAL OPERATIONS	RATING
Summary of School Performance	3, Proficient
As documented under the "Progress on LAUSD Board of Education and/or MOU Benchmarks related to FISCAL OPERATIONS" section below, Benchmark #4 is currently not met due to Alta Public Schools Home Office's significant net loss reported for Fiscal Year 2024-2025. Other circumstances and information could influence the rating and are noted in this evaluation.	
<u>Financial Highlights</u> The charter school's net assets are positive.	

LAUSD 2025-26 Oversight Report - PTLA

SUMMARY OF RATINGS			
<i>(4)=Accomplished (3)=Proficient (2)=Developing (1)=Unsatisfactory</i>			
Governance	Student Achievement and Educational Performance	Organizational Management, Programs, and Operations	Fiscal Operations
1, Unsatisfactory	2, Developing	3, Proficient	3, Proficient

Notice of Alleged Violation - AMCS

Charter School's History and Ongoing Failure to Document and/or Provide Services to Students with Disabilities and Meet Mandated IEP Meeting Timeline Requirements

Academia Moderna's Failure to Comply with APS Policy for Maintaining Accurate Assessment and IEP Data Collection