



9601 Lake Natoma Drive  
Orangevale, CA 95662  
(916) 597-1478

August 9, 2022  
Special Meeting of the Board of Trustees

### Special Meeting Agenda

#### **Board Meeting Access Information**

**Date:** Tuesday, August 9, 2022  
**Time:** 4:30 p.m.  
**Primary Location:** **Golden Valley River School, Room 5, 9601 Lake Natoma Dr., Orangevale, CA 95662**

**Remote Location:** Golden Valley Orchard, Room 2, 6550 Filbert Ave, Orangevale, CA 95662

**Zoom Link:** Topic: BOT Special 2022.08.09  
Time: Aug 9, 2022 04:30 PM Pacific Time (US and Canada)

#### *Join Zoom Meeting*

*<https://us02web.zoom.us/j/82821391952?pwd=aytrekpleUxFK3NicUdXWFpWODU5QT09>*

*Meeting ID: 828 2139 1952*

*Passcode: 583991*

*One tap mobile*

*+16694449171,,82821391952#,,,,\*583991# US*

*Dial by your location*

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*Meeting ID: 828 2139 1952*

*Passcode: 583991*

*Find your local number: <https://us02web.zoom.us/j/82821391952?pwd=aytrekpleUxFK3NicUdXWFpWODU5QT09>*

*This meeting is being conducted in person and will also be available to the public via teleconference through the Zoom platform.*

*Members of the public who wish to comment during the Board meeting may do so in person at the primary meeting location, a remote meeting location, or use the “raise hand” tool on the Zoom platform. Members of the public may also email their comments to the Board at [bot@gvcharter.org](mailto:bot@gvcharter.org) ; emailed comments will be summarized by the board chair. Individual comments are limited to three (3) minutes. The Board will limit the total time for public comment to fifteen minutes. The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board meeting.*

*Disability Accommodations. A person with a disability may contact the central office at (916) 597-1477, or email the board at [bot@gvcharter.org](mailto:bot@gvcharter.org) at least 48 hours before the scheduled board meeting to request receipt of an agenda and other distributed writings in an appropriate alternative format or to request disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public board meeting.*

August 9, 2022  
Regular Meeting of the Board of Trustees

Special Meeting Agenda

1. **Call to Order** – 4:30p.m. *(J. Huetter)*
2. **Roll Call** – 4:30 p.m.  
**Board Members:** Jennifer Huetter, Katie Gerski-Keller, Ekaterina Khmelniker, Megan Mardones, Stephen Quadro.
3. **Flag Salute/Quote/Moment of Silence** – 4:33 p.m. *(C. Buckley)*
4. **Public Comment** – 4:35 p.m.  
This portion of the meeting is set aside for members of the audience to make public comments or raise issues that are not specifically on the agenda or for those that are on the agenda in areas of Board jurisdiction. These presentations are limited to three (3) minutes and the total time allotted to non-agenda items will not exceed fifteen (15) minutes. The board will receive in-person comments first, remote location comments second, and Zoom comments third.
5. **Revolution Foods Contract** – 4:50 p.m. *(C. Buckley)*  
Action: Shall the board approve a contract with Revolution Foods for the Golden Valley Charter Schools meal program?
6. **School Food and Wellness Group Contract** – 4:55 p.m. *(C. Buckley)*  
Action: Shall the board approve a contract with School Food and Wellness Group (SFWG) for the Golden Valley Charter Schools meal program?
7. **Substitute Salary Schedule** – 5:00 p.m. *(C. Buckley)*  
Action: Shall the board approve a revised substitute salary schedule?
8. **Increased Health Benefits** – 5:07 p.m. *(C. Buckley)*  
Action: Shall the board approve an increase in the employer contribution to health benefits to \$850 per month (total \$10,200)?
9. **Bonus for Returning Staff** – 5:17 p.m. *(C. Buckley)*  
Action: Shall the board approve a 3% one-time bonus for returning 2022/2023 employees based on their 2021/2022 annual salary?
10. **Revised Certificated Salary Schedule** – 5:30 p.m. *(C. Buckley)*  
Action: Shall the board approve an increase to the certificated salary schedule by adding \$2500 to the base salary?

August 9, 2022

Regular Meeting of the Board of Trustees

11. **Step Increase for Returning Admin and Classified Staff** – 5:40 p.m. *(C. Buckley)*  
Action: Shall the board approve an additional step increase for all returning admin and classified staff?
  
12. **Executive Director Report on New Programs** – 5:50 p.m. *(C. Buckley)*  
Discussion: The Executive Director will give a report on the status of new programs.
  
13. **Recitation of the Motto of the Social Ethic** – 6:10 p.m.  
The healing social life is found  
When in the mirror of each human soul  
The whole community finds its reflection,  
And when, in the community,  
The virtue of each one is living.
  
14. **Adjournment of the meeting** – 6:11 p.m. *(J. Huetter)*

## AGREEMENT TO PROVIDE MEALS

This Agreement to Provide Meals (“**Agreement**” or “**Contract**”) dated August 8, 2022, is made by and between Golden Valley Charter (“**Partner**”), located at 6550 Filbert Avenue, Orangevale, CA 95662, and the Vendor (“**Vendor**” or “**Revolution Foods**”), located at 985 Third Street, Oakland, CA 94607. Partner and Vendor may be individually referred to herein as a “**Party**” or collectively referred to as the “**Parties**.”

**A. Services.** Vendor shall furnish to Partner the services, as fully described in the attached Exhibit "A" and incorporated into this Agreement by reference (“**Services**” or “**Statement of Work**” or “**SOW**”).

### **B. Term and Termination**

1. This Agreement will begin on August 8, 2022 and will end June 30, 2023 (“**Term**”).
2. The Parties may renew this Agreement for additional Terms, provided that no additional Term exceeds one (1) calendar year (“**Renewal Term**”). The first Term and any subsequent Renewal Term(s) are collectively referred to as the “**Term**” and are subject to the provision for early termination set forth below.
  - a. Except as otherwise provided in this Agreement, the Parties agree that Vendor shall, at a minimum, adjust the Pricing in the Statement of Work for each Renewal Term. Pricing for the Renewal Term shall be determined by Vendor and based on changes to market conditions, any changes to the Scope of Work, or the regulations, requirements or reimbursements affecting the National School Lunch Act, the National School Lunch Program or other Federal Nutrition Programs.
3. Either Party may terminate this Agreement for default:
  - a. The non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have thirty (30) calendar days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement for cause by giving thirty (30) calendar days additional written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Agreement.
  - b. Immediately upon written notice if the party becomes insolvent or the subject of any other proceeding, receivership, liquidation or assignment for the benefit of creditors.
4. Either party may terminate this Agreement for convenience by giving sixty (60) calendar days written notification to the other party, setting forth the reason and the effective date of termination.
5. Partner shall pay Vendor for Services provided through the effective termination date and all outstanding balances, not in dispute, within fifteen (15) calendar days of the Termination Date.

### **C. Payment Terms**

1. Vendor shall issue itemized electronic invoices by the tenth (10<sup>th</sup>) calendar day of each month for Services provided during the previous month. Partner shall submit payment in such form as reasonably requested by Vendor within thirty (30) calendar days of receipt of Vendor’s invoice.
2. Vendor reserves the right to levy a seven percent (7%) interest rate (compounded monthly) or the maximum interest rate permitted by law, whichever is lower, on any and all balance(s) not in dispute and left unpaid on any invoice. For avoidance of doubt, failure to pay any invoice amount due on time is considered a material breach of this Agreement.
3. Partner shall provide written notice of invoice disputes no later than ten (10) calendar days of receipt of Vendor’s invoice. Partner’s failure to give notice of any invoice dispute within the stated timeframe shall constitute an unqualified waiver of

**Commented [PS1]:** This contract template is for VENDED NSLP (all grades) or CACFP (ages 6-18) only. See Legal for Foodservice, no-reimbursement contracts, SFSP, CACFP PSN or adding labor, waste, other services. In the header, please insert the Partner's name and remove NSLP or CACFP as applicable. You may have a contract for both sometimes (if the deal includes supper usually), if so, leave both in and leave references to both programs in throughout the template.

#### GENERAL DRAFTING RULES:

- PLEASE put in the Partner's full legal name everywhere in this contract (header is the exception). *E.g., San Francisco Unified School District, NOT "SFUSD".*
- Change all RED FONT to BLACK FONT. Remove any highlights, including the HEADER.
- Please be sure to PDF before sending to Partner.
- PROOFREAD please and ensure your SF Opp matches the details in this agreement.

**Commented [PS2]:** INSTRUCTION: This is today's date.

**Commented [PS3]:** INSTRUCTION: PLEASE put in the Partner's full legal name everywhere in this contract (header is the exception). *E.g., San Francisco Unified School District, NOT "SFUSD".*

**Commented [PS4]:** INSTRUCTION: Insert Partner's address

**Commented [PS5]:** INSTRUCTION: July 1 - June 30 is the typical NSLP contract cycle. October 1 - September 30 is the typical CACFP contract cycle. Pick one or specify. This cannot and should not exceed one-year. If the contract is for both NSLP and CACFP choose July 1 - June 30 as the dates.

all disputes or claims for the period the invoice covers. Vendor shall retain the right to revise or correct invoices for services provided to Partner during the Term and Partner agrees to pay any difference between the revised or corrected invoice within thirty (30) days of receipt of such revision or correction.

4. No payment shall be made for meals affected by delivery or fulfillment errors if such delivery or fulfillment error affects Partner's claim for reimbursement, provided that, Partner provides detailed written notice of spoiled or delivery or fulfillment errors no later than twenty-four (24) hours after the delivery. Partner shall preserve evidence of meals for inspection by Vendor. Partner's failure to give written notice of any delivery or fulfillment error within the stated timeframe shall constitute an unqualified waiver of all errors or claims for that period.

**D. Compliance with Laws**

1. Vendor shall maintain state and local health certifications for the facility where meals are prepared for the Term.
2. Vendor shall comply with the Buy American Provision.
3. Partner shall maintain all appropriate state and local health certifications for each Partner site Vendor provides Services for the Term.
4. Vendor and Partner will comply with all applicable Federal, State and local statutes and regulations with regard to the preparation and consumption of Meals.
5. Partner shall maintain responsibility for claiming reimbursement from the appropriate State agency for all meals served to children enrolled in Partner schools.

**E. Monthly Menu Planning**

1. No later than one (1) week prior to the end of each month, Vendor shall provide a monthly menu and menu documentation for the Meals scheduled to be served the following month. Menu documentation includes:
  - Monthly Menu Production Records - demonstrates compliance with National School Lunch Program meal patterns for grades PK, K-5, 6-8, 9-12.
  - Carbohydrate Report - to assist parents and staff in ordering for students with diabetes.
  - Allergen Report - tracks the eight commonly recognized allergen components (wheat, dairy, eggs, soy, shellfish, fish, peanuts, tree nuts) as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA).
2. Unforeseen circumstances may require that the Vendor occasionally make menu changes or provide substitutions in the Vendor's discretion. In the event such change or substitution is required, Vendor shall communicate the need in writing to Partner.
3. Partner shall keep on file a signed statement by a medical doctor or a recognized medical authority for students with special dietary needs.
4. Subject to an additional fee, Vendor shall accommodate special dietary needs only regarding food allergies resulting from the eight (8) major allergens as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA): dairy, soy, peanut, tree nut, fish, shellfish, egg, and wheat.
5. Partner shall provide all Meals for students with special dietary needs other than those specifically provided for in this Agreement or Scope of Work.

**F. Records and Audit**

**Commented [PS6]:** INSTRUCTION: pick either or for NSLP or CACFP. Keep both for NSLP and CACFP contracts.

1. Partner shall administer and manage all aspects of the application process for free and reduced-price meals under the applicable Child Nutrition Program for all program participants.
2. Partner is responsible for all point of service meal counts and completion of all documents required by the applicable Child Nutrition Program, including making claims for reimbursements.
3. Vendor shall, in the event of an audit or administrative review of Partner's participation in a Child Nutrition Program for which the Vendor has provided Meals, provide audit/administrative review document requisition support to Partner, provided that Partner notifies Vendor of the full and complete scope of the audit or administrative review within three (3) business days of receiving notice of the administrative review or audit.
4. Vendor shall retain all records pertaining to the nutritional components and quantities of meals provided to Partner during the Term ("**Records**") for a period of three (3) years after the date of final payment made for Services provided under this Agreement ("**Retention Period**"). Partner may, upon written request and no later than sixty (60) calendar days prior to the end of the Retention Period request that Vendor retain Records for a reasonable time beyond the Retention Period.
5. Vendor shall make Records available for inspection by Partner and State and Federal authorities upon written request.

**Notices.** All notices or reports permitted or required under this Agreement will be in writing and will be sent by email or personal delivery or reputable expedited delivery service with signature required. All such notices or reports will be deemed given upon receipt. Such notices shall be addressed to the Party concerned at the addresses set forth below.

Notices to Partner shall be sent to:

Golden Valley Charter

6550 Filbert Avenue, Orangevale, CA 95662

**ATTENTION:** Jennifer Hoover

Notices to Vendor shall be sent to:

Revolution Foods

Attn: Customer Success **Manager**

2400 Grant Street, San Lorenzo, CA 94580

(Copy to: Legal Department, 985 3rd Street, Unit C, Oakland, CA 94607)

**Commented [PS7]:** INSTRUCTION: Please edit as needed. DO NOT include an email here. We do not agree to receive legal notices via email.

**Commented [PS8]:** INSTRUCTION: Pick from drop-down below

#### **G. Confidentiality and Rights In Data**

During the Term, Vendor may grant to Partner a nonexclusive right to access Vendor's confidential information ("**Confidential Information**"). As used in this Agreement, Vendor's Confidential Information shall mean any and all technical and non-technical information disclosed or provided to Partner by or on behalf of Vendor in written, oral or electronic form in connection with this Agreement. Confidential Information will include, without limitation: trade secrets as defined by law, strategic and product development plans, sales and training methods, financial statements, Service details,, project records, employee lists or compensation information, marketing plans, existing and/or contemplated recipes/menus/food development strategies or plans, management and business manuals, handbooks, forms, policies and procedures, ideas, and/or studies not generally made available to the public. Without limiting the foregoing and except for software provided by Partner, Partner specifically agrees that all software used by Vendor to provide Services, including without limitation, menu systems, accounting systems, and other software, are owned by or licensed to Vendor and not to Partner. Furthermore, Partner's access to or use of such software shall not create any right, title interest, or copyright in such software and Partner shall not retain such software beyond the termination of the Agreement. Any discovery, invention, software, or programs paid for by Partner shall be the property of Partner.

Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to Vendor's disclosure; (ii) becomes publicly known and made generally available after Vendor's disclosure through no action or inaction of Partner; (iii) is already in Partner's possession at the time of Vendor's disclosure as shown by Partner's files and records immediately prior to Vendor's disclosure.

Partner shall not use the Confidential Information for any purpose other than performing this Agreement. Partner shall hold the Confidential Information in strict confidence, and shall take all reasonable precautions to protect the Confidential Information at all times from unauthorized disclosure, publication, or use, including, without limitation, using at least the same degree of care as it employs to protect its own Confidential Information of like nature (but in any event no less than a reasonable degree of care), acting in a manner consistent with Partner's obligations under this Agreement.

Unless otherwise required by law, subpoena or court order, Partner shall not disclose any of Vendor's Confidential Information, directly or indirectly, until such Confidential Information becomes publicly known and made generally available through no action or inaction of Partner. Unless otherwise required by law, subpoena or court order, Partner shall not photocopy or otherwise duplicate any Confidential Information without Vendor's prior written consent. Partner shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods to those of Vendor. Partner agrees to notify Vendor immediately in writing as soon as is practicable, upon any loss, misuse, misappropriation, or other unauthorized disclosure of the Confidential Information that comes to Partner's attention.

This provision shall survive termination of this Agreement. All Confidential Information shall remain the Vendor's exclusive property and Partner shall return all Confidential Information to Vendor upon termination of this Agreement. In the event of any breach of this provision, Vendor shall be entitled to all remedies, including an injunction or specific performance available at law or in equity.

#### **H. Force Majeure and Inclement Weather**

##### **1. Force Majeure.**

- a. Neither Party shall be liable to the other for any unforeseeable interruption, delay, or failure to perform any covenant or promise contained in this Agreement caused directly by acts of God, network failures, acts of civil or military authorities, government orders, war, civil disturbances, energy crises, transportation contingencies, interruptions in third-party telecommunications, epidemics, pandemics, quarantines, or other catastrophes or occurrences which are reasonably beyond such Party's control; provided that any such delay or failure shall be remedied by such Party using commercially reasonable efforts as soon as possible after removal of the cause of such delay or failure. Disruptions to the supply chain that prevent performance by Vendor will be considered a force majeure event.
- b. The Parties shall use reasonable care to protect against the effects of force majeure, and the Party seeking relief under this provision shall promptly notify the other Party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by force majeure have been removed.
- c. Interruption, delay, or failure to perform any covenant or promise contained in this Agreement caused directly by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither Party shall recover any claim for damages from the other if that claim for damages is caused directly by force majeure.

##### **2. Inclement Weather.**

- a. Partner shall contact Vendor's Client Project Manager in writing to report inclement weather-related interruptions to Service, including multiple day events.
- b. For meals properly cancelled by 10 a.m., the day preceding the scheduled day of delivery, Vendor shall credit Partner for all meals cancelled. Vendor shall assume that Service will occur on a given day if it is not cancelled.

- c. Vendor may, in the interest of safety, alter routes, delivery times, and menus at Vendor's discretion during Inclement Weather.
- d. Partner shall pay the full value of orders impacted by Inclement Weather not canceled.

**I. Indemnity and Limitation of Liability**

1. **Partner.** Partner shall defend, indemnify and hold harmless Vendor, its directors, officers, employees, suppliers, successors, and assigns from and against all liabilities, losses, damages, expenses, charges and fees (including reasonable attorney's fees) sustained or incurred by Vendor in connection with third-party claims arising out of or attributable to: (i) any breach of this Agreement by Partner; (ii) any breach of applicable law or regulation by Partner or Partner Workers; (iii) any negligence or willful misconduct by Partner or any of Partner Workers, in the performance of this Agreement; or (iv) any allegations that Services and/or Work Product infringes any third-party's intellectual property right, including without limitation, a copyright, patent or a trademark.
  2. **Vendor.** Vendor shall defend, indemnify and hold harmless Partner, its directors, officers, employees, suppliers, successors, and assigns from and against all liabilities, losses, damages, expenses, charges and fees (including reasonable attorney's fees) sustained or incurred by Partner in connection with third-party claims arising out of or attributable to: (i) any breach of this Agreement by Vendor; (ii) any breach of applicable law or regulation by Vendor, or (iii) any negligence or willful misconduct by Vendor or its employees or contractors, as applicable, in the performance of this Agreement.
  3. Excluding each Party's obligations above, if any Party incurs indemnification obligations under this section; or any expenses, damages, or other liabilities in connection with this Agreement, such Party's liability to the other Party shall not exceed the payments actually paid to the Vendor over the previous twelve (12) months. In no event will any Party be liable for any special, incidental, consequential, indirect damages, or damages for lost profits arising in any way out of this Agreement, however caused and on any theory of liability.
- J. Insurance.** The Parties to this Agreement will each maintain commercial general liability insurance for one million dollars (\$1,000,000) or more for each occurrence and two million dollars (\$2,000,000) or more in the aggregate. Coverage shall not be canceled or modified without providing thirty (30) days prior written notice to the other. Upon request, each party shall provide the other with an insurance certificate naming the other as additional insured under this policy within thirty (30) days of the date of this Agreement.
- K. Severability.** If any provision of this Agreement should be held invalid or unenforceable, then that provision only shall be modified to the extent necessary to make such provision valid and enforceable. All other provisions shall be unaffected and shall remain in full force and effect, to the extent consistent with the intent of the Parties as evidenced by this Agreement as a whole.
- L. Survival of Certain Terms.** The provisions of this Agreement which, by their nature should survive, shall survive expiration or termination of this Agreement for any reason.
- M. Waiver.** All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- N. Entire Agreement; Modification and Amendment**
1. This Agreement constitutes the final, complete and exclusive agreement of the Parties with respect to the matters addressed in it and supersedes all prior and contemporaneous agreements, communications, negotiations or understandings between the Parties with respect to the matters addressed in it.
  2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If changes in Federal or State law, or their

implementing regulations require any provision(s) of this Agreement to be modified, such modification shall automatically be incorporated into and made part of this Agreement on the effective date of such required change.

3. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties.
  4. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
- O. Cooperation of the Parties.** The Parties agree to cooperate fully, work in good faith, and mutually assist each other in the performance of this Agreement and shall work to resolve problems associated with this agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary or desirable.
- P. Assignment.** Partner may not assign its rights or obligations under this Agreement without the prior written consent of Vendor. Vendor may transfer or assign this Agreement or any of its rights and obligations, in whole or in part, without Partner's consent, to any third party with which it merges, or consolidates, or to which it transfers all or substantially all its assets.
- Q. Choice of Law.** This Agreement shall be construed and governed by the laws of the State of California. Any lawsuit relating to this Agreement shall be instituted in a state or federal court in the Northern District of California, and the Parties irrevocably consent and waive all objections to the jurisdiction of any such court.
- R. Section Headings.** Section headings or titles are for convenience only and shall have no substantive effect in the interpretation of this Agreement.

**Commented [PS9]:** INSTRUCTION: Inform Legal if Partner asks to amend this section.

The Parties whose signatures are affixed below are fully authorized to and have executed this Agreement:

**Golden Valley Charter**

**Revolution Foods, PBC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Tammy Wincup

Title: \_\_\_\_\_

Title: President & Chief Commercial Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: Exhibit A: Scope of Work

### Exhibit A: Scope of Work

This Scope of Work #1 (“SOW #1”) is effective **August 8, 2022** (the “SOW #1 Effective Date”) and is made by and between Golden Valley Charter (“Partner”), and **Revolution Foods, PBC.** (“Vendor”). Partner and Vendor are each individually referred to herein as a “Party” and collectively as the “Parties”.

**Commented [PS10]:** INSTRUCTION: Match to the dates on page 1 of this Agreement. If you selected October 1, please change this to October 1.

**Commented [PS11]:** INSTRUCTION: Insert Partner’s legal name here.

- Governing Agreement.** This SOW #1 constitutes a “Scope of Work” under that certain Agreement to Provide Meals by and between the Parties, dated **August 8, 2022**, (the “Agreement”). This SOW #1 and the Services contemplated include, and are subject to, the terms and conditions of the Agreement, which are incorporated by reference. Should any provision in this SOW conflict with any of the provisions in the Agreement, the Agreement shall control unless such conflicting provision specifically states otherwise.
- Scope of Services.** Vendor shall provide to Partner, meals compliant with the nutrition standards established by the United States Department of Agriculture (USDA) for the Child Nutrition Program specified below (“Meals”) with such specific reasonable requirements as the Parties may mutually agree upon from time to time during the Term.

- Breakfast under the National School Lunch Program
- Lunch under the National School Lunch Program
- Snack under the National School Lunch Program
- Supper under the Child and Adult Care Food Program

#### 2.1. Meal Ordering and Meal Components

- 2.1.1. The number of meals prepared by Vendor will be determined by the quantity ordered by Partner. Partner shall place orders for Meals using Vendor’s online ordering system. Orders, including lunches for field trips, are due each Monday, 5:00pm local time, for Meals scheduled to be consumed the following week.
- 2.1.2. **Offer vs. Serve:** Vendor will provide breakfast and lunch meals following Offer vs. Serve (“OvS”). Fruits and vegetables provided during the applicable meal service shall not be used for other programs and activities.
- 2.1.3. For each Meal ordered, Vendor shall provide:
  - 2.1.3.1. Breakfast entrée provided in individually packaged portions
  - 2.1.3.2. Lunch entrée provided in individually packaged portions
  - 2.1.3.3. Vegetable sides for lunch provided **buffet-style**
  - 2.1.3.4. Side fruit and white milk, choice of 1% or nonfat, buffet-style for breakfast and lunch.
  - 2.1.3.5. 1-to-1 ratio of eating utensils and napkins to the number of Meals ordered
  - 2.1.3.6. Condiments as designed with the Meal

**Commented [PS12]:** INSTRUCTION: Delete BOTH if this is a CACFP contract. Pick one and delete the other for NSLP.

**Commented [PS13]:** INSTRUCTION: See Legal if we are not providing all the components for compliance. E.g., if we are not providing fruit or milk, let Legal know so we can adjust this section for you.

**Commented [PS14]:** INSTRUCTION: Select one, delete the other.

- 2.2. **Holidays.** Vendor shall not be responsible for providing Meals on the following holidays. Vendor will notify Partner should holidays change.
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Any business day on which the following holidays also occur: Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day
  - Martin Luther King Jr. Day
  - Memorial Day

#### 2.3. Delivery and Service of Meals

- 2.3.1. Vendor will deliver Meals to two (2) site(s) (“Site(s)”) up to five (5) times per week. The delivery time will be agreed upon by both Parties. However, Vendor, in Vendor’s sole discretion, reserves the right to alter delivery routes and schedules to optimize delivery.

- 2.3.2. Partner agrees to pay the applicable delivery fee(s) listed in section 2.5 Pricing.
- 2.3.3. Vendor shall maintain the proper temperature of the meal components until Partner accepts delivery. Thereafter, Partner will be responsible for maintaining the proper temperature of the meal components until they are consumed.
- 2.3.4. Partner will provide all personnel necessary to accept delivery, serve, and supervise the consumption of Meals.
- 2.3.5. Meals shall be consumed pursuant to Vendor’s specifications and during the specified meal service only. Vendor’s Meals are not intended or labeled for retail sale.

**Commented [PS15]:** INSTRUCTION: Ensure numbering matches in the final. If you remove the entire "Equipment" section, Pricing becomes "Section 2.4"

**Commented [PS16]:** QUESTION to Gen: Do you want this in Fees? Need definition of Hot-Shot

**2.4. Equipment.** Vendor shall lease the equipment listed in section 2.5 Pricing at the prices listed therein ("Equipment Lease Fee") to Partner for the Term ("Equipment").

**Commented [PS17]:** INSTRUCTION: Ensure numbering matches in the final. If you remove the entire "Equipment" section, Pricing becomes "Section 2.4"

- 2.4.1. Partner shall install all electrical outlets to properly operate Equipment at Partner’s sole and separate expense.
- 2.4.2. Partner shall operate Equipment per the manufacturer’s instructions only, keep it clean, and not alter it in any way.
- 2.4.3. Upon termination or expiration of this Agreement, Partner shall return Equipment to Vendor in the same condition as when Equipment was first delivered to Partner. Failure to return Equipment in the requisite condition shall, at Vendor’s sole discretion shall cause, either a) Partner to repair the Equipment at Partner’s expense, or b) replace the Equipment at Partner’s expense.
- 2.4.4. If Partner fails to return Equipment within thirty (30) calendar days of this Agreement’s termination or expiration, Partner shall pay the Lease Price, each month, plus \$100.00, for each piece of Equipment that Partner has not returned.
- 2.4.5. Partner shall immediately notify Vendor’s Client Project Manager in writing if Equipment is not in good working order.
- 2.4.6. Vendor will repair all Equipment leased from Vendor by Partner during the Term.
- 2.4.7. Vendor shall not be liable for any damage to persons or property of Partner caused by use of Equipment by Partner.

**Commented [PS18]:** INSTRUCTION: Remove entire section if we are not leasing equipment

**2.5. Pricing.** Partner shall pay the prices listed below for the Term.

MEAL PRICE			
Meal	Delivery frequency	Est. quantity per delivery	Price per Meal
Breakfast	Up to five (5) times per week	80	\$2.50
Lunch		160	\$4.25

**Commented [PS19]:** INSTRUCTION: Insert appropriate estimated quantity per delivery and price per Meal. Please be tidy about this and ensure that you have "\$" and ".00" or ".0" as needed. Delete the entire row if there is a meal we are not providing. E.g., delete the "Supper" row if we are not providing supper.

EQUIPMENT AND EQUIPMENT LEASE FEES			
Equipment Item	Size	# of Items	Equipment Lease Fee (each, per month)
Retherm oven	half	2	\$274.00

**Commented [PS20]:** INSTRUCTION: Insert appropriate quantity of equipment item below. If we are not providing any equipment, delete the entire chart. If we are not providing a kind of equipment, please delete the entire row. I.e., do not include this entire chart unless you intend to provide all options. If you do, remove the ENTIRE "# of Items" COLUMN

*E.g., if we are only providing full retherms, we should only have one line for Retherm oven, full.*

- 2.5.1. The Parties agree that Pricing assumes that the conditions under which this SOW were entered remain the same for the Term. If changes to the following occur during the Term, the Parties shall promptly agree to a change in Pricing:
  - 2.5.1.1. Market conditions
  - 2.5.1.2. Changes to this SOW
  - 2.5.1.3. Regulations, requirements, or reimbursements affecting the National School Lunch Act, the National School Lunch Program, other Federal Nutrition Programs, and/or certain commodities.

2.5.2. To the extent permitted by law, pricing shall remain confidential between Partner and Vendor.

2.5.3. There shall be no competitive food and beverage sales during the times Vendor provides Services. Competitive foods are defined as Meals, meal components, snacks, etc., served, but not provided by Vendor during the times Vendor provides Services. A breach of this section shall result in payment of lost profits to Vendor for Competitive foods.

2.6. **Fees.** Fees outlined below shall apply to each Site. Fees shall be paid from Partner's general funds and not from the non-profit food service account.

2.6.1. **Calendar Management**

2.6.1.1. Failure of Partner to provide Vendor with a monthly menu at least thirty (30) days before the first date of the Term or Renewal Term Vendor begins providing Services will result in a \$250 fee. At a minimum, the calendar shall include ALL non-service days for the Term, including holidays, site closures, off-site days, days where Meals will not be served, or participation is expected to be less than 50% of the quantities estimated in [section 2.5. Pricing](#).

2.6.1.2. At least thirty (30) days before Vendor begins providing Services, Partner shall block out non-Service days in Vendor's online ordering system for each site Vendor will provide Services. If Partner fails to block out a non-service day and Vendor blocks out such day on behalf of Partner, Vendor shall charge \$250 for each site that Vendor blocks out such day on behalf of Partner.

2.6.2. **New Order Placements and Order Increases after Deadline.** Any orders placed or increased after Monday 5:00 p.m. local time, are subject to an additional \$100.00 per order, per Site. Partner acknowledges and accepts that all orders received after the deadline are subject to product availability. Vendor may decline to provide Meals or provide an alternative Meal if the requested Meal is not available.

2.6.3. **Order Cancellation or Decrease.** Subject to the Force Majeure and Inclement Weather provisions, Partner shall pay the price specified in [section 2.5. Pricing](#) for any order cancellations or decreases made more than 48 hours after the order deadline, of Monday, 5:00 p.m. local time for Meals scheduled to be consumed the following week.

2.6.4. **Order Adjustments.** Partner shall pay a convenience fee of no more than 10% per Meal for order change requests made after Monday 5:00 p.m. local time for the following week's consumption, that affect operations, but do not result in an increase or decrease in the number of Meals ordered (e.g., decreasing lunch meal orders by 50 meals and adding 50 breakfast meals).

2.6.5. **Supplies.** Supplies (e.g., utensils, napkins, trays) ("**Supplies**") are available for Partner to order using Vendor's online ordering system at the prices provided therein. Supplies ordered shall be included on Vendor's invoice to Partner (as applicable).

1. **Execution.** This SOW #1 may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

**ACCEPTED AND AGREED TO:**

**Golden Valley Charter**

**Revolution Foods, PBC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Tammy Wincup

Title: \_\_\_\_\_

Title: President & Chief Commercial Officer

**Commented [PS21]:** INSTRUCTION: Ensure numbering matches in the final. If you remove the entire "Equipment" section, Pricing becomes "Section 2.4"

**Commented [PS22]:** INSTRUCTION: Ensure numbering matches in the final. If you remove the entire "Equipment" section, Pricing becomes "Section 2.4"

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Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

## GENERAL SERVICES AGREEMENT

This Consulting Services Agreement (“**Agreement**”), effective as of the 1<sup>st</sup> day of July 2022, (“**Effective Date**”) is entered into by and between Golden Valley Charter Schools, a California non-profit corporation whose business address is 1000 River Rock Drive, Suite 220, Folsom, CA 95630, on behalf of Golden Valley Orchard School and Golden Valley River School (hereinafter “**GVCS**”), and School Food and Wellness Group LLC, a Louisiana limited liability company whose business address is 804 Main Street, Suite C-322, Baton Rouge, LA 70802 (hereinafter “**SFWG**”). SFWG and GVCS may be referred to herein individually as a “Party” or together as the “Parties.”

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

The parties hereby agree to the following:

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

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

4. Relationship of the Parties:

a. Independent Contractor Status: SFWG understands and agrees that it is acting as an independent contractor and is not an agent or employee of GVCS by virtue of this Agreement. SFWG will perform the requested Services, under the general direction of GVCS, but will determine, in its reasonable discretion, the manner and means by which the Services are delivered.

b. Relationship with Vendor: SFWG acknowledges and understands that Vendor shall be providing the food and any other agreed upon contract services pursuant to the Vendor Contract. GVCS shall authorize Vendor to communicate directly with SFWG to the extent necessary for SFWG to perform the Services hereunder. GVCS's use of Vendor or any other subcontractor or supplier, or the failure of performance thereof by such parties, shall not relieve, release, or affect in any manner any of GVCS's duties, liabilities, or obligations hereunder.

5. Confidentiality and Non-Disclosure:

a. Confidential Information: As used herein, the term "Confidential Information" shall mean all information, compilations, business plans, technical and financial information, which relate to the products, services, or business of GVCS, and which have not been disclosed by GVCS to the general public or which SFWG knows are not generally known to the public. Confidential information also includes all information relating to GVCS students and families, including but not limited to, student and family information, financial documents, and all other student and family data.

b. Nondisclosure: SFWG acknowledges that it shall not obtain any right or license to any Confidential Information. SFWG agrees to use commercially reasonable efforts not to allow any unauthorized person access to Confidential Information and to protect such Confidential Information. SFWG acknowledges The Family Educational Rights Privacy Act (FERPA) and agrees to be bound by its terms in the course and scope of its performance under this agreement.

c. Data Privacy and Security:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

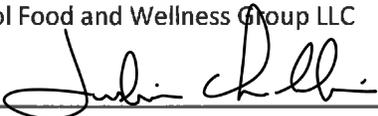
ACCEPTED AND AGREED:  
Golden Valley Charter Schools

By:  \_\_\_\_\_

Name: Caleb Buckley

Title: Executive Director

ACCEPTED AND AGREED:  
School Food and Wellness Group LLC

By:  \_\_\_\_\_

Name: Justin R. Chatelain

Title: Business Manager

**EXHIBIT A**

**SCOPE OF WORK**

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

Service	Description	Client Initials	Date
SFA Application	<ul style="list-style-type: none"> <li>• Manage School Food Authority application process in accordance with State Agency guidelines</li> </ul>	CB	6/29/22
Procurement (Vended Meal & FSMC)	<ul style="list-style-type: none"> <li>• Draft RFP or IFB for review, post newspaper ad, distribute to approved vendors</li> <li>• Manage all questions and answers</li> <li>• Assist with RFP/IFB evaluation</li> <li>• Submit all required documents to State Agency for review and final approval</li> <li>• Perform all other duties required to secure a Vended Meal contract or Food Service Management Company (FSMC) contract, as requested by the client</li> </ul>	CB	6/29/22
Startup and Ongoing Support	<ul style="list-style-type: none"> <li>• Provide USDA required staff training</li> <li>• Assist SFA with POS purchase, installation and training (if applicable)</li> <li>• Assist SFA with creation of Wellness Policy, wellness assessment and quarterly meetings</li> <li>• Assist SFA with health department permit and inspection</li> <li>• Process meal applications; send home all notification letters to households</li> <li>• Perform second meal application review (if applicable)</li> <li>• Perform verification process, send home notification letters and submit report to the state</li> <li>• Monitor meal program compliance through on-site audits</li> <li>• Monitor vendor performance through on-site audits</li> <li>• Reconcile vendor invoices, meal production records and monthly meal counts</li> <li>• Submit monthly claim for reimbursement and provide finance report</li> <li>• Track monthly revenue and expense and provide quarterly budget reports</li> <li>• Submit end of year budget report to State Agency</li> </ul>		

**EXHIBIT A (CONTINUED)**

**SCOPE OF WORK**

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

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

**EXHIBIT B**

**FEE SCHEDULE**

- a. In the event GVCS requires a School Food Authority application, GVCS shall pay SFWG a one-time fee of \$2,000 for application management.
- b. In the event GVCS requests management of the Request for Proposal (RFP/IFB) process for a Vended Meal Contract, GVCS shall pay SFWG a fee of \$2,000 for procurement of a Food Service Vendor per State Agency guidelines.

**OR**

In the event GVCS requests management of the Request for Proposal (RFP/IFB) process for a Food Service Management Company (FSMC) Contract, GVCS shall pay SFWG a fee of \$3,000 for procurement of a Food Service Vendor per State Agency guidelines.

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

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

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

- h. In the event GVCS is selected for a CACFP Administrative Review, to be conducted by State Agency, GVCS shall pay SFWG a fee of \$1,000.**

# Certificated Salary Schedule

school Year: 2022-23



Step	I	II			
	\$ 54,500.00	\$ 56,750.00			

- Step 1a: Permit/Intern required to fulfill teaching assignment (base pay only)
- Step 1b: Preliminary Credential (base pay plus any additional compensation and/or GVCS Experience steps earned)
- Step 2: Clear Credential required to fulfill teaching assignment

<b>Additional Compensation</b>	Applies to Step Ib and II only	
Experience:	\$550.00	per year of qualified experience
Masters Degree	\$1,000.00	Credit given for one masters degree only
Waldorf Teaching Certificate	\$5,000.00	If required for position
	\$1,000.00	If not required for position
SPED Credential	\$5,000.00	If required for position
	\$1,000.00	If not required for position

<b>GVCS Yearly Experience Step</b>	Applies to Step II only
Years 1-5	\$550.00
years 6-10	\$750.00
years 11-15	\$1,000.00
Years 16 +	\$1,500.00

Once placed all changes to this salary schedule will apply to years going forward only  
 Waldorf Compensation will be only given when a Waldorf Teaching Certificate is provided. Current GV teachers with training in progress will retain their current compensation for the training until the training is completed fully.

Guest Teacher Rate Comparison

School/District	Full Day	Half Day	Hourly	Long Term	L/T Hourly	Note	
GVCS	\$140.00	N/A	\$20.00	\$210.00	\$30.00	Kinder \$85.00/\$130	
Gateway Charter	\$170.00			\$200.00		Long term starts at day 11	
Westlake Charter			\$20.00		\$25.00		
CMP	\$180.00			\$225.00			
Fortune	\$250.00						
Sac City Unified	\$147.00			\$244.44			
Natomis	\$165.00			\$215.00		long term starts at day 11	
San Juan Unified	\$200.00	\$100.00		\$250.00		Long term after 20 days	
Roseville City	\$150.00	\$75.00		\$239.24		Friday rate: 200.00 day	

# Certificated and Classified Substitute Salary Schedule

Board Approved: 01/19/2016



GOLDEN VALLEY  
CHARTER SCHOOLS

## Certificated Subs (Guest Teachers)

Hourly (2 hour minimum)	\$ 20.00
Full Day - Grades	\$ 140.00
Full Day - Kindergarten	\$ 85.00
Long-Term Grades	\$ 210.00
Long Term Grades <i>(30 day min; Mandatory lesson planning)</i>	\$ 30.00
Long-Term KG <i>(30 day min; Mandatory planning and collaboration w/co-teacher)</i>	\$ 130.00
Certificated Assistant Partial Day	\$ 60.00

## Classified Subs

Hourly (2 hour minimum)	\$ 13.00
Extra Duties (hourly)	\$ 5.00

Certificated Guest Teachers and Classified Subs: **8/9/2022**

# Proposed Certificated and Classified Substitute Salary Sche



## Certificated Subs (Guest Teachers)

Hourly (2 hour minimum)	\$ 25.00
Full Day - Grades	\$ 200.00
Full Day - Kindergarten	\$ 100.00
Long-Term Grades	\$ 250.00
Long Term Grades <i>(Starts on day 11; Mandatory lesson planning)</i>	\$ 35.00
Long-Term KG <i>(Starts on day 11; Mandatory planning and collaboration w/ Principal or Mentor)</i>	\$ 150.00
Certificated Assistant Partial Day	\$ 75.00

## Classified Subs

Hourly (2 hour minimum)	\$ 18.00
Extra duties during regular employee shift (hourly)	\$ 5.00

Certificated Guest Teachers and Clasified Subs: [8/9/2022](#)

# Certificated Salary Schedule

school Year: 2021-22



Step	I	II			
	\$ 52,000.00	\$ 55,000.00			

- Step 1a: Permit/Intern required to fulfill teaching assignment (base pay only)
- Step 1b: Preliminary Credential (base pay plus any additional compensation and/or GVCS Experience steps earned)
- Step 2: Clear Credential required to fulfill teaching assignment

<b>Additional Compensation</b>	Applies to Step Ib and II only	
Experience:	\$550.00	per year of qualified experience
Masters Degree	\$1,000.00	Credit given for one masters degree only
Waldorf Teaching Certificate	\$5,000.00	If required for position
	\$1,000.00	If not required for position
SPED Credential	\$5,000.00	If required for position
	\$1,000.00	If not required for position

<b>GVCS Yearly Experience Step</b>	Applies to Step II only
Years 1-5	\$550.00
years 6-10	\$750.00
years 11-15	\$1,000.00
Years 16 +	\$1,500.00

Once placed all changes to this salary schedule will apply to years going forward only  
 Waldorf Compensation will be only given when a Waldorf Teaching Certificate is provided. Current GV teachers with training in progress will retain their current compensation for the training until the training is completed fully.

# Certificated Salary Schedule

school Year: 2022-23



Step	I	II			
	\$ 53,750.00	\$ 56,750.00			

- Step 1a: Permit/Intern required to fulfill teaching assignment (base pay only)
- Step 1b: Preliminary Credential (base pay plus any additional compensation and/or GVCS Experience steps earned)
- Step 2: Clear Credential required to fulfill teaching assignment

<b>Additional Compensation</b>	Applies to Step Ib and II only	
Experience:	\$550.00	per year of qualified experience
Masters Degree	\$1,000.00	Credit given for one masters degree only
Waldorf Teaching Certificate	\$5,000.00	If required for position
	\$1,000.00	If not required for position
SPED Credential	\$5,000.00	If required for position
	\$1,000.00	If not required for position

<b>GVCS Yearly Experience Step</b>	Applies to Step II only
Years 1-5	\$550.00
years 6-10	\$750.00
years 11-15	\$1,000.00
Years 16 +	\$1,500.00

Once placed all changes to this salary schedule will apply to years going forward only  
 Waldorf Compensation will be only given when a Waldorf Teaching Certificate is provided. Current GV teachers with training in progress will retain their current compensation for the training until the training is completed fully.

**Golden Valley Orchard  
Budget Summary**



<i>Enrollment</i>	261	267	270	270	270
<i>ADA %</i>	240.12	250.98	253.80	253.80	253.80

SACS Code Description		2021-22	2022-23	2023-24	2024-25	2025-26
<b>Revenue</b>						
	State LCFF Revenue	2,303,237	2,576,613	2,709,825	2,807,619	2,909,339
	Federal Revenue	25,456	35,456	35,456	35,456	35,456
	Other State Revenue	431,859	484,550	183,362	183,534	183,712
	Local Revenue	35,000	45,000	46,865	46,865	46,865
<b>Total Revenue</b>		<b>\$ 2,795,552</b>	<b>\$ 3,141,619</b>	<b>\$ 2,975,508</b>	<b>\$ 3,073,474</b>	<b>\$ 3,175,372</b>
<b>Expenses</b>						
1000	Certificated Salaries	934,547	994,858	1,024,704	1,055,445	1,087,109
2000	Classified Salaries	412,606	171,801	176,955	182,263	187,731
3000	Benefits	376,211	382,404	438,463	397,479	409,404
	<i>Total Personnel Expense</i>	<i>1,723,364</i>	<i>1,549,063</i>	<i>1,640,121</i>	<i>1,635,188</i>	<i>1,684,243</i>
4000	Books and Supplies	84,667	71,200	72,624	74,077	75,558
5000	Services and Other Operating Expenses	1,158,543	1,061,062	1,083,100	1,105,198	1,127,757
6000	Capital Outlay -	-	1,144			
7000	Other Outgoing					
<b>Total Expenses</b>		<b>\$ 2,966,574</b>	<b>\$ 2,682,468</b>	<b>\$ 2,795,845</b>	<b>\$ 2,814,462</b>	<b>\$ 2,887,559</b>
<b>Surplus / (Deficit)</b>		<b>\$ (171,023)</b>	<b>\$ 459,151</b>	<b>\$ 179,663</b>	<b>\$ 259,012</b>	<b>\$ 287,813</b>
As a % of LCFF Revenue		-7%	18%	7%	9%	10%
<b>Beginning Fund Balance</b>		<b>459,176</b>	<b>288,153</b>	<b>747,304</b>	<b>926,967</b>	<b>1,185,979</b>
<b>Ending Balance</b>		<b>\$ 288,153</b>	<b>\$ 747,304</b>	<b>\$ 926,967</b>	<b>\$ 1,185,979</b>	<b>\$ 1,473,792</b>

**Golden Valley River  
Budget Summary**



<i>Enrollment</i>	294	304	310	310	310
<i>ADA %</i>	282.24	285.76	294.50	294.50	294.50

SACS Code Description	2021-22	2022-23	2023-24	2024-25	2025-26
<b>Revenue</b>					
State LCFF Revenue	2,516,470	2,956,994	3,160,201	3,274,131	3,274,131
Federal Revenue	41,686	44,096	44,096	44,096	44,096
Other State Revenue	472,004	548,873	212,296	212,475	212,655
Local Revenue	40,000	41,000	42,025	42,025	42,025
<b>Total Revenue</b>	<b>\$ 3,070,160</b>	<b>\$ 3,590,963</b>	<b>\$ 3,458,618</b>	<b>\$ 3,572,727</b>	<b>\$ 3,572,907</b>

<b>Expenses</b>												
1000	Certificated Salaries	1,042,395	32.0%	1,227,775	38.0%	1,229,858	37.0%	1,266,754	37.1%	1,304,757	37.3%	
2000	Classified Salaries	415,964	12.8%	310,062	9.6%	319,364	9.6%	328,945	9.6%	338,813	9.7%	
3000	Benefits	421,171	12.9%	433,467	13.4%	486,898	14.7%	507,190	14.9%	522,406	14.9%	
	<i>Total Personnel Expense</i>	<i>1,879,530</i>	<i>57.6%</i>	<i>1,971,304</i>	<i>61.0%</i>	<i>2,036,121</i>	<i>61.3%</i>	<i>2,102,889</i>	<i>61.6%</i>	<i>2,165,976</i>	<i>61.9%</i>	
4000	Books and Supplies	99,518	3.1%	74,500	2.3%	75,990	2.3%	77,510	2.3%	79,060	2.3%	
5000	Services and Other Operating Expenses	1,277,508	39.2%	1,182,624	36.6%	1,207,716	36.4%	1,232,377	36.1%	1,256,369	35.9%	
6000	Capital Outlay -	4,678		2,626								
7000	Other Outgoing											
<b>Total Expenses</b>		<b>\$ 3,261,234</b>		<b>\$ 3,231,055</b>		<b>\$ 3,319,827</b>		<b>\$ 3,412,776</b>		<b>\$ 3,501,405</b>		

<b>Surplus / (Deficit)</b>	<b>2nd Interim</b>	<b>\$ (191,074)</b>	<b>\$ 359,909</b>	<b>\$ 138,791</b>	<b>\$ 159,951</b>	<b>\$ 71,502</b>
As a % of LCFF Revenue		-8%	12%	4%	5%	2%
		<b>\$ (191,074)</b>	<b>\$ 359,909</b>	<b>\$ 138,791</b>	<b>\$ 159,951</b>	<b>\$ 71,502</b>
<b>Beginning Fund Balance</b>		<b>1,472,469</b>	<b>1,281,395</b>	<b>1,641,304</b>	<b>1,780,094</b>	<b>1,940,045</b>
<b>Ending Balance</b>		<b>\$ 1,281,395</b>	<b>\$ 1,641,304</b>	<b>\$ 1,780,094</b>	<b>\$ 1,940,045</b>	<b>\$ 2,011,548</b>