Oasis Charter Public School

A small school for kids with BIG ideas.

1135 Westridge Parkway, Salinas, CA 93907
T: (831) 424-9003 F: (831) 424-9005 www.oasischarterschool.org

Under Construction Education Network (UCEN)
Board of Trustees Meeting

Regular Board Meeting Agenda

Tuesday, August 26, 2025
5:15 p.m.

Join Zoom Meeting
https://zoom.us/j/9560910836?pwd=NYawRXn0ygWYAsj4aF404GcJEmVYfm.1&omn=96974891598

Meeting ID: 956 091 0836
Passcode: 127479
By Phone: (669) 900-9128

Members of the public may join the meeting in-person at the address listed below. Please read Information for the Public section below on public participation.

Oasis Charter Public School Boardroom
1135 Westridge Parkway
Salinas, CA 93907

INFORMATION FOR THE PUBLIC

I. For persons wishing to address the Board of Directors: The public is encouraged to attend and participate where designated in the Under Construction Educational Network (UCEN) Board meetings. In person and attending virtually, members of the public are welcome to make comments when the Board chair opens the item on the agenda for the public. When the President of the Board recognizes a public member for comment, such comment will be limited to three (3) minutes. Your comments will be heard under the designated section of this agenda. For the record, state your name, title, whom you represent, and the agenda item you are addressing.

II. The Board encourages those with disabilities to participate fully in public meetings. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the main office of Oasis Public Charter School at (831) 424-9003 at least 72 hours before a regular board meeting or 24 hours before a special board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132).

III. The Board can provide translation services for board meetings as needed. To request translation services, please contact the main office at Oasis Public Charter School at (831) 424-9003 at least 72 hours before a regular board meeting or 24 hours before a special board meeting so that we can make arrangements.

INFORMACIÓN PARA EL PÚBLICO

I. Para las personas que deseen dirigirse a la Mesa Directiva: Se anima al público a asistir y participar cuando se les designe en las reuniones de la Mesa Directiva de Under Construction Educational Network (UCEN). Si asiste en persona o virtualmente, están invitados a hacer comentarios cuando el presidente de la Mesa Directiva abre el asunto de la agenda para el público. Cuando el Presidente de la Mesa Directiva reconozca a un miembro del público para hacer comentarios, dichos comentarios se limitarán a (3) minutos. Sus comentarios serán escuchados en la sección designada de esta agenda. Para que conste en acta: indique su nombre, cargo, a quién representa y el punto del orden del día al que se refiere.

II. La Mesa Directiva anima a las personas con discapacidad a participar plenamente en las reuniones públicas. Si necesita una modificación o adaptación relacionada con su discapacidad, incluidas ayudas o servicios auxiliares, para participar en la reunión pública, póngase en contacto Oasis Public Charter School en el (831) 424-9003 al menos 72 horas antes de una reunión regular de la Mesa Directiva o dentro de 24 horas de una junta especial para que podamos hacer todos los esfuerzos razonables para adaptarnos a usted. (Código Governmental § 54954.2; Americanos con Discapacidades de 1990, § 202 (42 U.S.C. § 12132)

III. La Mesa Directiva puede proporcionar servicios de traducción para las reuniones de la junta según sea necesario. Para solicitar servicios de traducción, por favor póngase en contacto Oasis Public Charter School en el (831) 424-9003 dentro de 72 horas de una junta regular o dentro de 24 horas de una junta especial para que podamos hacer los arreglos.

1.0 REGULAR AGENDA

1.1 Call Meeting to Order

2.0 ROLL CALL OF GOVERNING BOARD

Melissa Edwards, President	Present ___ Absent____
Jorge Acosta, Vice President	Present ___ Absent____
Julie Poma, Secretary	Present ___ Absent____
Tamara Mitchell, Treasurer	Present ___ Absent____
Vacant, Member	Present ___ Absent____

3.0 ADOPTION OF THE AGENDA

That the Governing Board approves the agenda as presented.

4.0 BOARD OF TRUSTEES REPORTS/COMMENTS/REQUESTS FOR INFORMATION

4.1 REPORT: BOARD MEMBERS

4.2 REPORT: EXECUTIVE DIRECTOR

5.0 PUBLIC COMMENT

The public may address the Board on any consent action item or item not listed on the agenda. Pursuant to the Brown Act, during this period, the Board cannot consider issues or take action on any item not listed on the agenda. Questions, concerns, and/or input may be referred to the appropriate person for follow-up. Time is limited to 3 minutes per person. An additional three minutes will be given to individuals utilizing an interpreter.

6.0 ACKNOWLEDGMENTS

7.0 CONSENT AGENDA

That the Governing Board approve the Consent Agenda.

7.1 ACTION: Approval of Minutes

- August 16, 2025 Annual Board Retreat Meeting Minutes

7.2 ACTION: Enrollment and Attendance Report

8.0 DISCUSSION/RECOMMENDATION/ACTION

8.1 DISCUSSION/ACTION: Approve M. Robinson Brooker as a new Board Member based on the Governance Committee's recommendation - Melissa Edwards

8.2 DISCUSSION/ACTION: Approve State Mandated Reading Difficulty Test - Lauren Ricker

8.3 DISCUSSION/ACTION: Approve Annual Contracts with Revolution Foods, Breakthrough Behavior and Therasens, Inc. - Lauren Ricker

8.3 DISCUSSION/ACTION: Oasis Community Council (OCC)

9.0 FUTURE AGENDA ITEMS

-

10.0 NEXT MEETING DATE

10.1 September 30, 2025

11.0 ADJOURNMENT

Oasis Charter Public School

A small school for kids with BIG ideas.

1135 Westridge Parkway, Salinas, CA 93907
T: (831) 424-9003 F: (831) 424-9005 www.oasischarterschool.org

Under Construction Education Network (UCEN)
Board of Trustees Meeting

Annual Board Retreat Meeting Minutes

Saturday, August 16, 2025
9:00 a.m.

Join Zoom Meeting
https://zoom.us/j/92337170487?pwd=Yy09dMjjjTJ9D9dvfYQqgxJaBBm6Lw.1

Meeting ID: 923 3717 0487
Passcode: 127479
By Phone: (669) 900-9128

Members of the public may join the meeting in-person at the address listed below. Please read Information for the Public section below on public participation.

Taylor Farms Corporate Offices Boardroom
150 Main Street
Salinas, CA 93901

INFORMATION FOR THE PUBLIC

I. For persons wishing to address the Board of Directors: The public is encouraged to attend and participate where designated in the Under Construction Educational Network (UCEN) Board meetings. In person and attending virtually, members of the public are welcome to make comments when the Board chair opens the item on the agenda for the public. When the President of the Board recognizes a public member for comment, such comment will be limited to three (3) minutes. Your comments will be heard under the designated section of this agenda. For the record, state your name, title, whom you represent, and the agenda item you are addressing.

II. The Board encourages those with disabilities to participate fully in public meetings. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the main office of Oasis Public Charter School at (831) 424-9003 at least 72 hours before a regular board meeting or 24 hours before a special board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132).

III. The Board can provide translation services for board meetings as needed. To request translation services, please contact the main office at Oasis Public Charter School at (831) 424-9003 at least 72 hours before a regular board meeting or 24 hours before a special board meeting so that we can make arrangements.

INFORMACIÓN PARA EL PÚBLICO

I. Para las personas que deseen dirigirse a la Mesa Directiva: Se anima al público a asistir y participar cuando se les designe en las reuniones de la Mesa Directiva de Under Construction Educational Network (UCEN). Si asiste en persona o virtualmente, están invitados a hacer comentarios cuando el presidente de la Mesa Directiva abre el asunto de la agenda para el público. Cuando el Presidente de la Mesa Directiva reconozca a un miembro del público para hacer comentarios, dichos comentarios se limitarán a (3) minutos. Sus comentarios serán escuchados en la sección designada de esta agenda. Para que conste en acta: indique su nombre, cargo, a quién representa y el punto del orden del día al que se refiere.

II. La Mesa Directiva anima a las personas con discapacidad a participar plenamente en las reuniones públicas. Si necesita una modificación o adaptación relacionada con su discapacidad, incluidas ayudas o servicios auxiliares, para participar en la reunión pública, póngase en contacto Oasis Public Charter School en el (831) 424-9003 al menos 72 horas antes de una reunión regular de la Mesa Directiva o dentro de 24 horas de una junta especial para que podamos hacer todos los esfuerzos razonables para adaptarnos a usted. (Código Governmental § 54954.2; Americanos con Discapacidades de 1990, § 202 (42 U.S.C. § 12132)

III. La Mesa Directiva puede proporcionar servicios de traducción para las reuniones de la junta según sea necesario. Para solicitar servicios de traducción, por favor póngase en contacto Oasis Public Charter School en el (831) 424-9003 dentro de 72 horas de una junta regular o dentro de 24 horas de una junta especial para que podamos hacer los arreglos.

1.0 REGULAR AGENDA

1.1 Meeting called to order at 9:07 a.m.

2.0 ROLL CALL OF GOVERNING BOARD

Melissa Edwards, President	Present _x__ Absent____
Jorge Acosta, Vice President	Present _x__ Absent____
Julie Poma, Secretary	Present _x__ Absent____
Tamara Mitchell, Treasurer	Present ____ Absent_x__
Vacant Position, Member	Present ____ Absent____

3.0 ADOPTION OF THE AGENDA

That the Governing Board approve the agenda as presented.

Board President, Melissa Edwards, made a correction to the agenda by changing *8.5 OCC Financials* to *8.5 Rules, Regulations and Guidelines of Toilet Training in Schools*

Motion to approve the agenda with corrections by Board Secretary, Julie Poma; Seconded by Board Vice President, Jorge Acosta.

Vote on Motion: 3 - 0 **Motion: Approved**

4.0 BOARD OF TRUSTEES REPORTS/COMMENTS/REQUESTS FOR INFORMATION

4.1 REPORT: BOARD MEMBERS

Board President, Melissa Edwards, gave the following updates and comments:

- The recent Resource Fair at the school was very successful. Over 100 people attended. The Oasis Community Council (OCC) donated and prepared the food. A big thank you to all those involved;
- Ms. Edwards distributed a letter she recently submitted to the Monterey County Office of Education (MCOE) outlining the commitment from this Board to the school and its success.

4.2 REPORT: EXECUTIVE DIRECTOR

Executive Director, Lauren Ricker, gave the following updates and comments:

- The school has secured a block grant for $54,000 that will cover new teacher inductions starting September 1, 2025;
- A brief overview of the new House System was given. It was received by students with great enthusiasm. It will officially kick off on Monday, August 18th;

- The Union Soccer Team (Monterey Bay Soccer Club), who we have partnered with, came to meet the students. They had a lively Q & A with the students that was enjoyed by all. KION Television covered the event. The team will come to the school four times per year;
- Recent mediation has been settled;
- Ms. Ricker spoke to the recent MCOE board meeting she gave a presentation to. It was a very positive experience and all the great things that have been accomplished at Oasis were reported. When asked how that Board could help she replied that there are still media challenges and getting the word out about our wonderful school is very important.

5.0 PUBLIC COMMENT

The public may address the Board on any consent action item or item not listed on the agenda. Pursuant to the Brown Act, during this period, the Board cannot consider issues or take action on any item not listed on the agenda. Questions, concerns, and/or input may be referred to the appropriate person for follow-up. Time is limited to 3 minutes per person. An additional three minutes will be given to individuals utilizing an interpreter.

Romina Zavala, a parent and former OCC President, inquired as to how the OCC's financial situation was getting back on track. Ms. Edwards spoke to her conversation with the OCC and that this Board is still reviewing.

6.0 ACKNOWLEDGMENTS

Ms. Edwards recognized the Executive Director, Lauren Ricker, and her staff for a great start to the new school year. Her team has been building structure and a firm foundation for the school.

Ms. Ricker recognized Cher Onitsuka, the school's technology guru, for all her hard work and brilliant mind as she has been invaluable. She also thanked Board Secretary, Julie Poma, for the use of the facilities for this retreat.

7.0 CONSENT AGENDA

That the Governing Board approve the Consent Agenda.

7.1 ACTION: Approval of Minutes

- July 29, 2025 Regular Board Meeting

Motion to approve the Consent Agenda by Board Secretary, Julie Poma; Seconded by Board Vice President; Jorge Acosta.

Vote on Motion: 3 - 0 **Motion: Approved**

8.0 DISCUSSION/RECOMMENDATION/ACTION

8.1 DISCUSSION/ACTION: Brown Act Training/Form 700

Ms. Edwards gave a presentation on the Brown Act and announced that the attorneys will do the official compliance training. The attorneys did provide a print out of their presentation from last year for reference.

Ms. Edwards also distributed the current Form 700 to those members that are new or whose forms will be expiring.

8.3 DISCUSSION: Behavior Needs Update

Ms. Ricker noted how quiet it's been at school due to having more supportive staff, i.e., Ms. Parker taking the lead with Special Education (SpEd). Currently they do have a Kindergarten student with a high level of need as he has very limited vocabulary and isn't completely toilet trained. She has found and secured a specific aid for this student. They have started the IEP process.

Ms. Ricker also noted that an offer has been made to a very qualified local individual for the Counselor position.

8.4 DISCUSSION: Oasis Community Council (OCC) Policies and Bylaws

Ms. Edwards highlighted the most important issues and suggested having the Board Treasurer, Tamara Mitchell, review the banking issues, i.e., debt and credit cards, purchases orders, etc. The OCC Bylaws will also be reviewed and updated this year.

8.5 DISCUSSION: Rules, Regulations, and Guideline for Toilet Training in Schools

Ms. Ricker explained there are specific instructions staff must follow in toileting and this policy will be shared with families (Independent Toileting). We will begin to get this out for Family Nights, Back to School Nights, and Open Enrollment periods.

8.6 DISCUSSION: School Site Council (SSC)

Ms. Edwards asked the group for their thoughts on how this Board and the OCC can support the Council. Ms. Ricker then explained exactly what the SSC is for and how it can help with a lot of school issues. The group felt meeting with the OCC could be helpful to see if perhaps the two could be combined. Everyone also agreed recruitment is the key to success. It was noted that child care, workshops and food are often helpful in raising attendance for these types of groups/committees as they are often held during the dinner hour.

9.0 FUTURE AGENDA ITEMS

- Board Resolutions
- OCC
- Land Acknowledgement

10.0 NEXT MEETING DATE

10.1 August 26, 2025

11.0 ADJOURNMENT 11:08

PowerSchool SIS

Oasis Charter Public School 25-26 Year

Enrollment Summary: Scheduling/Reporting Ethnicity as of 08/22/2025 (A)

View: Scheduling/Reporting Ethnicity

Students: (●) All Active Enrollments ( ) Current Selection

Date: 08/22/2025

Grade Level	Total in Grade	Asian	African-American	Caucasian	Hispanic	American Indian	Other	Pacific Islander	Unclassified
K	25 M 14 /F 11	2 M 1 /F 1	0 M 0 /F 0	1 M 1 /F 0	22 M 12 /F 10	0 M 0 /F 0	0 M 0 /F 0	0 M 0 /F 0	0 M 0 /F 0
1	27 M 14 /F 13	2 M 0 /F 2	0 M 0 /F 0	3 M 0 /F 3	21 M 13 /F 8	0 M 0 /F 0	1 M 1 /F 0	0 M 0 /F 0	0 M 0 /F 0
2	25 M 10 /F 15	4 M 2 /F 2	2 M 1 /F 1	2 M 0 /F 2	14 M 6 /F 8	0 M 0 /F 0	1 M 1 /F 0	1 M 0 /F 1	1 M 0 /F 1
3	29 M 16 /F 13	0 M 0 /F 0	0 M 0 /F 0	1 M 0 /F 1	27 M 16 /F 11	0 M 0 /F 0	0 M 0 /F 0	1 M 0 /F 1	0 M 0 /F 0
4	22 M 11 /F 11	3 M 2 /F 1	1 M 0 /F 1	3 M 1 /F 2	14 M 7 /F 7	0 M 0 /F 0	0 M 0 /F 0	0 M 0 /F 0	1 M 1 /F 0
5	27 M 13 /F 14	0 M 0 /F 0	1 M 0 /F 1	2 M 0 /F 2	23 M 12 /F 11	0 M 0 /F 0	0 M 0 /F 0	1 M 1 /F 0	0 M 0 /F 0
6	13 M 9 /F 4	1 M 0 /F 1	0 M 0 /F 0	0 M 0 /F 0	12 M 9 /F 3	0 M 0 /F 0	0 M 0 /F 0	0 M 0 /F 0	0 M 0 /F 0
Total	168 M 87 /F 81	12 M 5 /F 7	4 M 1 /F 3	12 M 2 /F 10	133 M 75 /F 58	0 M 0 /F 0	2 M 2 /F 0	3 M 1 /F 2	2 M 1 /F 1

The Scheduling/Reporting Ethnicity view displays student ethnicity data that is used in scheduling and preconfigured reporting. See the help for more information.

Legend

Icons - Date Entry

Attendance Summary By Grade

Oasis Charter Public School

08/06/2025 to 08/22/2025 = 13 school days

Grade Level	Carry Fwd	Gain	Mult Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Absent	Days Attd	ADA	ADA %
0	1	27	1	3	25	351	0	36	19.00	283.00	21.77	89.84%
Subtotal	**1**	**27**	**1**	**3**	**25**	351	**0**	**36**	**19.00**	**283.00**	**21.77**	**89.84%**
1	1	27	0	1	27	364	0	14	5.00	332.00	25.54	94.86%
2	0	25	0	0	25	325	0	0	9.00	303.00	23.31	93.23%
3	0	29	0	0	29	377	0	0	10.00	341.00	26.23	90.45%
Subtotal	**1**	**81**	**0**	**1**	**81**	1066	**0**	**14**	**24.00**	**976.00**	**75.08**	**92.78%**
4	1	22	0	1	22	299	0	11	12.00	276.00	21.23	95.83%
5	1	27	0	1	27	364	0	15	13.00	336.00	25.85	96.28%
6	0	15	0	2	13	195	0	22	12.00	161.00	12.38	93.06%
Subtotal	**2**	**64**	**0**	**4**	**62**	858	**0**	**48**	**37.00**	**773.00**	**59.46**	**95.43%**
Grand Total	**4**	**172**	**1**	**8**	**168**	**2275**	**0**	**98**	**80.00**	**2032.00**	**156.31**	**93.34%**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain - Mult. Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E)] X 100 = ADA%

[Note: Multiple gains are for students that entered more than one time during the report time span.

AGREEMENT TO PROVIDE FOOD SERVICE

This Agreement to Provide Meals ("**Agreement**" or "**Contract**") dated 07/29/2025 is made by and between Oasis Charter Public School ("**School Food Authority or Sponsor**"), located at 1135 Westridge Parkway, Salinas, CA 93907, and Revolution Foods ("**Vendor**" or "**Revolution Foods**"), located at 5743 Smithway Street #103, Commerce, CA 90040 (collectively referred to as the "Parties."). Wherein, the Parties discussed, negotiated, and agreed to the following:

1. **Services.** Revolution Foods will operate as School Food Authority's exclusive vendor for the services fully described in the attached Exhibit "A" and incorporated into this Agreement by reference ("**Services**" or "**Statement of Work**" or " **SOW**").

2. **Term and Termination.**

   2.1. This Agreement will begin on **July 1, 2025** and will end on **June 30, 2026** ("**Term**"). Per the Statement of Work, actual meal service will commence on **a date to be determined by the School Food Authority.**

   2.2. As allowable per procurement guidelines, contracts may be renewed by a mutual agreement for additional one-year periods following the base year. No term of Base Year or Renewals shall exceed one (1) calendar year unless mutually agreed upon. It is the responsibility of the School Food Authority to verify the validity of the multiyear agreement. 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.

      2.2.1. 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, inflation, any changes to the Scope of Work, regulations or requirements affecting the National School Lunch Program, or other Federal Nutrition Programs.

   2.3. Either Party may terminate this Agreement for default as set forth below:

      2.3.1. 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.

      2.3.2. 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.

   2.4. 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.

   2.5. School Food Authority 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.

   2.6. School Food Authority shall return all equipment owned by Vendor, if any, immediately upon stoppage of service.

3. **Payment Terms.**

   3.1. Invoices, for all previous month orders, shall be available no later than the 5th day of each month.

   3.2. It is the School Food Authority's responsibility to download each invoice upon notification of availability.

   3.3. School Food Authority shall submit payment for all *undisputed* amounts in such form as reasonably requested by Vendor by the last business day of the month. Should any amount of an invoice be disputed, i.e. a specific amount or item for which School Food Authority is challenging, School Food Authority shall notify Vendor in writing of dispute and may deduct such portion from the invoice pending resolution. The remaining undisputed amount shall remain due as set forth herein.

3.4. School Food Authority has until 4pm on the 6th of each month to report any invoice discrepancies and receive a corrected invoice for the current month. Any invoice discrepancies and needed adjustments reported after this cutoff will be reflected as credit or debit memos in the immediate subsequent month invoice. School Food Authority's failure to give notice of any invoice dispute within the stated timeframe shall constitute an unqualified waiver of all disputes or claims for the period the invoice covers. Vendor shall retain the right to revise or correct invoices for services provided to School Food Authority during the Term and School Food Authority agrees to pay any difference between the revised or corrected invoice within thirty (30) days of receipt of such revision or correction.

For purposes of this Agreement, a "discrepancy" shall consist of an agreed upon invoice item not reflected or inaccurately reflected in the invoice.

3.5. All unpaid invoices, without an active and recognized discrepancy or dispute, will be accessed a 10% penalty fee on the 15th calendar day past the due date (compounded monthly) or the maximum interest rate permitted by law, whichever is lower, on balance(s) not in dispute and left unpaid on any invoice. For avoidance of doubt, failure to pay any invoice, or portion thereof, due on time is considered a material breach of this Agreement.

3.6. Revolution Foods agrees to forfeit payment for meals that are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this Agreement. However, no deduction will be made unless, School Food Authority provides detailed written notice of spoiled or delivery or fulfillment errors no later than twenty-four (24) hours after the delivery of the meal service for which the deduction is to be made, specifying the number of returned meals for which School Food Authority intends to deduct payment.

3.6.1. School Food Authority shall preserve evidence of meals spoiled or unwholesome at the time of delivery for inspection by Vendor. Evidence may consist of photographs of the spoiled or otherwise damaged meal(s). School Food Authority shall maintain possession of meals that are spoiled or unwholesome until advised by Vendor to destroy or return.

3.6.2. School Food Authority'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, along with the reasoning why.

3.7. Late payments will be assessed a 10% late fee for each 15 days that the invoice goes past due.

4. **Compliance with Laws.**

4.1. Vendor shall maintain state and local health certifications for the facility where meals are prepared for the Term.

4.2. Vendor shall comply with the Buy American Provision.

4.2.1. Vendor agrees to abide by all provisions of 7 CFR 210.21(d), Buy American Provision of the National School Lunch Program. The District/State agency/Territory participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals.

4.2.2. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d)." Require a certification of domestic origin for products which do not have country of origin labels.

4.3. School Food Authority shall maintain all appropriate state and local health certifications for each School Food Authority site Vendor provides Services for the Term.

4.4. Vendor and School Food Authority will comply with all applicable Federal, State and local statutes and regulations with regard to the preparation and consumption of Meals.

4.5. School Food Authority shall maintain responsibility for claiming reimbursement from the appropriate State agency for all meals served to children enrolled in School Food Authority schools.

5. **Monthly Menu Planning.**

5.1. *Meal Orders*

5.1.1. Menu offerings may be subject to change with little or no notice based on product availability, supply chain disruptions, or when quality inspections by Vendor deem an offering not acceptable.

5.1.2. No later than the 10th of each month, Vendor will provide School Food Authority a monthly menu consisting of all meals offered for the following month. Menus will be emailed to those contacts identified by School Food Authority. School Food Authority is responsible for sharing the menu(s) with its students and families.

5.1.3. Preferred meal orders for the following month are due by the 15th of current month.

- If no preferred meal orders are placed by the 21st of the current month, Vendor's Customer Service will place meal orders on behalf of the School Food Authority based on current month average order volumes.

5.2. *Meal Order Modifications*

School Food Authority may change, increase or decrease meal orders up to 4pm each Wednesday for the following week, based on availability, ordering window timelines and product availability

5.3. Meal Order Decreases and Cancellations; *Charges for Late and Emergency Cancellations*

5.3.1. Vendor reserves the right to charge a percentage of the full price per meal for any order cancellations or decreases that occur after the ordering cutoff deadline. The applicable percentage charged shall be as follows:

- 100% of meal cost for all cancellations requested within 24 hours of customary delivery time
- 75% of meal cost for all cancellations requested within 48 hours of customary delivery time
- 50% of meal cost for all cancellations requested within 72 hours of customary delivery time
- 25% of meal cost for all cancellations requested within 96 hours of customary delivery time

5.3.2. In the event of an emergency school closure due to an Act of God, claimed Force Majeure or ordered closure due to local, state, or federal mandate, Vendor will The applicable percentage charged shall be as follows:

- 75% of meal cost for all cancellations requested within 24 hours of emergency notification.
- All subsequent cancelled orders related to the same emergency will not be invoiced.

6. **Records and Audit**

6.1. School Food Authority 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.

6.2. School Food Authority 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.

6.3. Vendor shall, in the event of an audit or administrative review of School Food Authority's participation in a Child Nutrition Program for which the Vendor has provided Meals, provide audit/administrative review document requisition support to School Food Authority, provided that School Food Authority 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.

6.4. Vendor shall retain all records pertaining to the nutritional components and quantities of meals provided to School Food Authority 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"). School Food Authority 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.

6.5. Vendor shall make Records available for inspection by School Food Authority and State and Federal authorities upon written request.

6.6. In the event of an audit or Administrative Review by the California Department of Education, Vendor will provide document requisition support to School Food Authority who shall be responsible for notifying Vendor within three (3) days of receiving notice of such audit or Administrative Review.

6.7. School Food Authority will be solely responsible for the entire free and reduced-price application process, including the distribution, review, approval, and verification of application for its students. School Food Authority is responsible for all point-of-sale services, meal counts and completion of all required compliance and reimbursement documents.

6.8. Vendor, upon request, evidence of daily worksheets that detail Hazard Analysis and Critical Control Point (HACCP) compliance from receipt to delivery of the finished product.

7. **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 School Food Authority shall be sent to:

Oasis Charter Public School

1135 Westridge Parkway, Salinas, CA 93907

Notices to Vendor shall be sent to:
Revolution Foods, PBC
Attn: VP of Sales & Marketing, Michelle Reitzin-Bass
5743 Smithway Street #103, Commerce, CA 90040
sales@revolutionfoods.com

Copy to: Revolution Foods, PBC
Attn: Legal Department
5743 Smithway Street #103
Commerce, CA 90040
Email: legal@revolutionfoods.com

8. **Confidentiality and Rights In Data**

During the Term, Vendor may grant to School Food Authority a nonexclusive right to access Vendor's confidential information ("Confidential Information"). As used in this Agreement, Vendor's Confidential Information shall mean all technical and non-technical information disclosed or provided to School Food Authority 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 School Food Authority, School Food Authority 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 School Food Authority. Furthermore, School Food Authority's access to or use of such software shall not create any right, title

interest, or copyright in such software and School Food Authority shall not retain such software beyond the termination of the Agreement. Any discovery, invention, software, or programs paid for by School Food Authority shall be the property of School Food Authority.

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 School Food Authority; (iii) is already in School Food Authority's possession at the time of Vendor's disclosure as shown by School Food Authority's files and records immediately prior to Vendor's disclosure.

School Food Authority shall not use the Confidential Information for any purpose other than performing this Agreement. School Food Authority 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 School Food Authority's obligations under this Agreement.

Unless otherwise required by law, subpoena or court order, School Food Authority 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 School Food Authority. Unless otherwise required by law, subpoena or court order, School Food Authority shall not photocopy or otherwise duplicate any Confidential Information without Vendor's prior written consent. School Food Authority shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods to those of Vendor. School Food Authority 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 School Food Authority's attention.

This provision shall survive termination of this Agreement. All Confidential Information shall remain the Vendor's exclusive property and School Food Authority 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.

9. **Force Majeure and Inclement Weather**

9.1. **Force Majeure.**

9.1.1. 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.

9.1.2. The Parties shall use reasonable care and its best efforts to protect against the effects of force majeure. The Party seeking relief under this provision shall promptly notify the other Party in writing, citing the details of the force majeure event, inclusive of the manner in which it was affected illustrating the means it attempted to protect against the effects of force majeure, and relief sought, and shall resume performance immediately after the obstacles to performance caused by force majeure have been removed.

9.1.3. 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.

9.2. **Inclement Weather.**

9.2.1. School Food Authority shall contact Vendor's Client Project Manager in writing to report inclement weather-related interruptions to Service, including multiple day events. Inclement weather consists of conditions caused by rain, snow, wind or other systems resulting in the closure of service site(s).

9.2.2. For meals properly cancelled due to inclement weather by 10 a.m., the day preceding the scheduled day of delivery, Vendor shall credit School Food Authority for all meals cancelled. Vendor shall assume that Service will occur as scheduled if it is not cancelled.

9.2.3. For meals cancelled after 10am, the day preceding the scheduled day of delivery, School Food Authority will be charged according to Section 5.3.2.

9.2.4. Vendor may, in the interest of safety, alter routes, delivery times, and menus at Vendor's discretion during Inclement Weather.

9.2.5. School Food Authority shall pay the full value of orders impacted by Inclement Weather not canceled.

10. **Indemnity and Limitation of Liability**

10.1. **School Food Authority.** School Food Authority 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 School Food Authority; (ii) any breach of applicable law or regulation by School Food Authority or School Food Authority Workers; (iii) any negligence or willful misconduct by School Food Authority or any of School Food Authority 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.

10.2. **Vendor.** Vendor shall defend, indemnify and hold harmless School Food Authority, 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 School Food Authority 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.

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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **Entire Agreement.** 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. 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.

16. **Modification and Amendment.** 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.

    Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties.

17. **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.

18. **Assignment.** School Food Authority 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 School Food Authority's consent, to any third party with which it merges, or consolidates, or to which it transfers all or substantially all its assets.

19. **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.

20. **Section Headings.** Section headings or titles are for convenience only and shall have no substantive effect in the interpretation of this Agreement.

The signers listed below attest they are fully authorized to enter into agreement and hereby fully execute this agreement.

Name & Title of School Food Authority Representative	**Telephone Number**
Lauren Ricker, Executive Director	831. 424. 5003
Mailing Address	
1135 Westridge Parkway Salinas, CA 93907	
Signature	**Date**
Ricker	7/29/25
Name & Title of Revolution Foods Representative	**Telephone Number**
Michelle Reitzin-Bass, VP of Sales & Marketing	*(323) 838-5555*
Mailing Address	
5743 Smithway St, Ste 103, Commerce, CA 90040	
Signature	**Date**
Michelle Reitzin-Bass	7/29/2025

Exhibit A: Scope of Work

This Scope of Work #1 ("**SOW #1**") is effective **7/1/2025** (the "**SOW #1 Effective Date**") and is made by and between **Oasis Charter Public School** ("School Food Authority"), and **Revolution Foods, PBC.** ("Vendor"). School Food Authority and Vendor are each individually referred to herein as a "**Party**" and collectively as the "**Parties**".

This SOW #1 constitutes a "**Scope of Work**" under that certain Agreement to Provide Meals by and between the Parties, dated _____(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 School Food Authority, 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

Meal Type	*Annual # of meals*	*Fee per Meal*	*Annual Cost*
Breakfast	*9,300*	*$2.90*	*$26,970.00*
Lunch	*15,480*	*$4.37*	*$67,647.60*
Snack		*$1.15*	
Summer Breakfast	*1,000*	*$3.30*	*$3,300.00*
Summer Lunch	*1,000*	*$4.77*	*$4,770.00*
Total			***$102,687.60***

Pricing Disclosures for Additional or Upgrade Options

1. Special Therapeutic Meals – 9 major food allergens covered -milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, and soybeans[2]

   Breakfast: $ 3.50 Lunch: $ 5.00
2. Soy Milk – non medically needed: $ 0.80 ea, sold by the case
3. 3rd Party Pizza Meal Options: Additional $0.56 per lunch
4. Onsite BBQs for Lunch: Additional $0.64 per lunch (when available)
5. National Commodity Processor Fee: 10% of creditable commodity usage

Service Specifics

All meals are available as family style or pre-pack, based on school request. All meals are served complete and fully reimbursable by USDA & NSLP standards. Included with every meal:

[1] Pricing is for the 2025-26 school year and would be adjusted for subsequent school years.
[2] Special meals needed outside of the 9 major food allergens may result in a higher price, based on medical need.

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:

1.1.1. Market conditions

1.1.2. Changes to this SOW

1.1.3. Regulations or requirements regarding the National School Lunch Program or other Federal Nutrition Programs, and/or certain commodities.

1.2. To the extent permitted by law, pricing shall remain confidential between School Food Authority and Vendor.

1.3. 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.

1.4. School Food Authority will be responsible for monitoring, recording, and charging (if applicable) of all students that receive a meal. Vendor will not accept any cash payments for daily meals nor will keep records of specific pupils who receive a meal.

1.5. **Pricing for Service During Emergency Declarations**

1.5.1. In the event of a local, State, or National "Declaration of Emergency" as declared by local, State or Federal agencies and officials, Vendor shall use its best efforts to continue providing service to School Food Authority.

1.5.2. Vendor will use its best efforts to reasonably collaborate with School Food Authority in case of such emergencies and provide service at locations, in serving models, and at serving or delivery hours outside of those contained in this Agreement.

1.5.3. School Food Authority understands and acknowledges that services provided during emergency declarations may result in the need for additional staffing, as well as product costs rising due to scarcity. Vendor reserves the right to increase meal cost up to 10% of the current contracted rate during the span of the identified emergency.

1.5.4. Notwithstanding Sections 4.5.2 and 4.5.3 above, School Food Authority may also elect to suspend meal services during such emergencies.

2. **Meal Ordering and Meal Components**

2.1. The number of meals prepared by Vendor will be determined by the quantity ordered by School Food Authority. School Food Authority 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.

2.1.1. **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.

2.2. For each Meal ordered, Vendor shall provide:

2.2.1. Full compliant serving of vegetable

2.2.2. Full compliant serving of fruit or fruit juice

2.2.3. Lunch Trays

2.2.4. Milk – 1%, Fat Free, & Chocolate options

2.2.5. Meal appropriate condiments

2.2.6. Transportation Costs

3. **Allergen Free Special Meals & Medically Necessary Documentation**

3.1.1. Vendor offers special meals that are assured to be free of the top 9 major food allergens (e.g., eggs, wheat, soy, peanuts, soy, tree nuts, fish, shellfish, and sesame) as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA).

3.1.2. Meal Prices for allergen free special meals is articulated in the meal pricing section.

3.1.3. School Food Authority shall keep on file a signed statement by a medical doctor or a recognized medical authority for students with special dietary needs.

3.1.4. School Food Authority will be responsible for monitoring food offerings and providing meals to students with special dietary needs

4. **Holidays.** Vendor shall not be responsible for providing Meals on the following holidays. Vendor will notify School Food Authority should holidays change.

Independence Day	Martin Luther King Jr. Day	Christmas Day
Labor Day	Memorial Day	New Year's Eve
Thanksgiving Day	Christmas Eve	New Year's Day

5. **Preparation, Delivery and Service of Meals**

5.1. **Preparation.**

5.1.1. Vendor will prepare meals at a site that maintains all appropriate state and local health permits and certifications for our facilities and will always maintain all permits and certifications. Vendor will notify School Food Authority within 72 hours should any change in current permit or certifications occur.

5.1.2. School Food Authority shall have all state or local certifications as needed for each of their school sites and shall maintain certification for the duration of this agreement.

5.1.3. Vendor shall assure that each meal provided to School Food Authority under this Agreement meets the minimum requirements for reimbursable meals that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Vendor will follow the single Food-Based Menu Planning (FBMP) meal patterns as described in 7 CFR §210.10 for NSLP and §220.8 for SBP. The meal shall include the following components: fruits, vegetables, grains, meat/meat alternates, and milk. The Vendor shall meet grade level caloric, saturated fat, sodium, and trans-fat requirements.

5.2. **Delivery.**

5.2.1. **Locations for Delivery.** Vendor will deliver Meals to the site location(s) listed below:

Site Location(s)	**Site Address**
Oasis Charter Public School	1135 Westridge Parkway, Salinas, CA 93907

5.2.2. School Food Authority agrees to pay the applicable delivery fee(s) listed in **Section 6. Fees if applicable.**

5.2.3. Vendor shall maintain the proper temperature of the meal components utilizing refrigerated trucks and insulated food grade delivery containers until School Food Authority accepts delivery. Thereafter, School Food Authority will be responsible for maintaining the proper temperature of the meal components until they are consumed.

5.2.4. The parties agree that Vendor will deliver meals to the School Food Authority a day prior to the scheduled meal service for students. These meals will be delivered in a cold, ready-to-reheat state, and the School Food Authority shall be responsible for utilizing the appropriate retherm equipment to heat the meals to the proper temperature for consumption by the students. School Food Authority acknowledges that it has been informed of the necessary reheating procedures and represents that it possesses the adequate and necessary equipment to properly reheat the meals on the day of service. The SFA agrees to assume full responsibility pursuant to section 10 of this agreement for damages related to the proper handling, reheating, and heating of the meals once delivered

5.2.5. The parties further agree that in the event of holidays, school closures, or other days off, School Food Authority will provide Vendor with advance notice of any alternative delivery days. The agreed-upon delivery schedule shall be adjusted accordingly, and any changes to the delivery date or time must be mutually agreed upon by both parties.

5.2.6. Meals will be delivered within an agreed upon time window on the designated delivery day, unless otherwise agreed in writing.

5.2.7. In the event that the equipment or reheating process does not function as expected, School Food Authority agrees to promptly notify Vendor of any issues. Both parties will work in good faith to address any concerns regarding the proper reheating and serving of the meals.

6. **Service of Meals.**

6.1.1. School Food Authority will provide personnel requested by School Food Authority, if available, to accept delivery, serve, and supervise the consumption of Meals.

6.1.2. 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.

6.1.3. School Food Authority acknowledges and accepts full responsibility pursuant to Section 10 for damages related to the proper reheating of food. School Food Authority understands that inadequate reheating may alter the taste, quality, and safety of the food, and agrees to assume all liability for any resulting effects or consequences.

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

7.1. **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. School Food Authority acknowledges and accepts that all orders received after the deadline are subject to product availability. Vendor may decline to provide Meals or suggest an alternative Meal if the requested Meal is not available.

7.2. **Order Cancellation or Decrease.** Subject to the Force Majeure and Inclement Weather provisions, School Food Authority shall pay the price specified in **Section 1. 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.

7.3. **Order Adjustments.** School Food Authority 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).

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

8. **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:

Name & Title of School Food Authority Representative Lauren Ricker / Executive Director	**Telephone Number** 831-424-9003
Mailing Address 1135 Westridge Parkway Salinas CA 93907	
Signature [signature]	**Date** 7/29/25
Name & Title of Revolution Foods Representative Michelle Reitzin-Bass, VP of Sales & Marketing	**Telephone Number** (323) 838-5555
Mailing Address 5743 Smithway Street, Ste 103, Commerce, CA 90040	
Signature [signature]	**Date** 7/29/2025

BEHAVIOR concierge

SERVICE AGREEMENT
between
The Behavior Concierge and Oasis Charter Public School

Services provided

- Behavior Specialist Services provided by a Board Certified Behavior Analyst or Board Certified Assistant Behavior Analyst
- Delivery of Functional Assessments and development of Behavior Intervention Plans
- 1 to 1 Behavior Implementation Services provided by a Registered Behavior Technician
- Ongoing training, coaching, and case consultation services as needed
- Data collection and analysis for all behavior related IEP goals
- Ongoing modifications to behavior intervention plans and program materials as needed

Cost

Behavior Specialist Services - $2.50 per IEP minute
Registered Behavior Technician (1 to 1) - $1 per IEP minute
Functional Behavior Assessment - $1500 per assessment
Group staff training - $140 per hour

Contracted Hours: BCBA and RBT hours as indicated on each student's IEP.

Terms of Service Agreement

- Oasis Charter Public School will pay the full amount of invoice(s) within 30-days of issue.
- Invoices will be provided to Oasis Charter Public School at the end of each month.
- All outstanding balances must be paid within 30 calendar days.
- Balances aging over 45 days may result in termination of services.
- If a student is absent and does not attend school, the RBT can provide support to the onsite staff if needed.
- If a same-day cancellation occurs and the RBT is no longer needed to provide support, The Behavior Concierge will charge Oasis Charter Public School a maximum of 2 hours at the listed RBT rate
- RBTs will remain on-site and wait for tardy students unless otherwise stated. The Behavior Concierge will bill for duration in which the RBT is waiting for student to arrive.

The parties herein have executed this service agreement by and through their duly authorized agents or representatives. This contract is effective on 8/6/2025 and terminates at 11:59 p.m. on 6/30/2026 unless terminated sooner by 10 business day notice. This agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between The Behavior Concierge and Oasis Charter Public School with respect to the subject matter hereof. All such other negotiations, commitments, agreements, and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations.

Oasis Charter Public School 1135 Westridge Parkway Salinas, CA 93907 Phone: (831) 424-9003 Fax: (831) 424-3005	**The Behavior Concierge** 1900 Garden Road Ste 280 Monterey, CA 93940 Phone: (831) 238-2575 Fax: (831) 465-5830
Signed: 8/6/25 *Official at Oasis Charter School* *Date*	Signed: *Maegen Pierce, CEO & Founder* *Date*

cph insurance

Insurer: Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
NAIC #: 18058

Contact: CPH Insurance, 800-875-1911, info@cphins.com

Certificate of Liability Insurance

Date issued: 08/07/2025

Named Insured:

The Behavior Concierge, LLC.
Maegen Pierce
505 E Romie Lane, Ste E
Salinas, CA 93901

Policy #: AR305714
Policy Term: 11/02/2024 - 11/02/2025

Professional Liability: Portable Coverage, not location specific

Coverage Type (Occurrence Form)	**Limits of Liability** (Per Claim/Total Per Year)
Professional Liability	$1,000,000/$3,000,000
Supplemental Liability	$1,000,000/$3,000,000
Licensing Board Defense	$35,000
Commercial General Liability	N/A
Fire/Water Legal Liability	N/A
Business Personal Property	N/A
Sexual Abuse/Molestation Defense	Unlimited Defense Coverage *(for false allegations)*

Certificate Holder

Oasis Charter Public School
Lauren Ricker
1135 Westridge Parkway
Salinas, CA 93907

[X] *Certificate holder added as Additional Insured*

Notice of Cancellation will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation

C. Philip Horton

Authorized Representative

Disclaimer: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

The Behavior Concierge, LLC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1900 Garden Road Ste 280

Requester's name and address (optional)

6 City, state, and ZIP code

Monterey, CA 93940

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

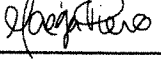
8	2	–	5	3	5	1	1	9	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 6/19/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

OASIS CHARTER PUBLIC SCHOOL

& THERASENS, INC

This Independent Contractor Agreement ("Agreement") is made between Oasis Charter Public School ("OASIS CHARTER PUBLIC SCHOOL") and Therasens, INC ("Independent Contractor"). OASIS CHARTER PUBLIC SCHOOL and Independent Contractor shall collectively be referred to as the "Parties" or singularly as a "Party."

It is the desire of OASIS CHARTER PUBLIC SCHOOL to engage the services of Independent Contractor for the 2025-2026 School Year, with such services and the relationship between OASIS CHARTER PUBLIC SCHOOL and the Independent Contractor being governed according to the following terms and conditions:

A. SERVICES

Independent Contractor agrees to perform the services detailed in **Appendix A** ("Services"), incorporated by reference herein. As a requirement of this Agreement, Independent Contractor agrees to submit to OASIS CHARTER PUBLIC SCHOOL documentation that Occupational Therapy and/or Physical Therapy Services were performed. Independent Contractor may also agree to provide additional Services to OASIS CHARTER PUBLIC SCHOOL during the period of this Agreement. To the extent that any such Services require additional expenditure by OASIS CHARTER PUBLIC SCHOOL, such Services must be described by written addendum to this Agreement to be separately signed and executed by OASIS CHARTER PUBLIC SCHOOL and Independent Contractor. Any such addendum to this Agreement will be governed by all terms and provisions of this Agreement.

B. COMPENSATION

1. Payment. In consideration for the Services to be performed by Independent Contractor, OASIS CHARTER PUBLIC SCHOOL agrees to pay Independent Contractor at the rate of $140.00 per hour for individual therapy sessions and any progress report time, goal writing requested, assessments, communications with the school, and IEP meetings attended. Independent Contractor will submit to OASIS CHARTER PUBLIC SCHOOL an invoice for Services rendered at the end of each month. OASIS CHARTER PUBLIC SCHOOL is to pay the invoice within thirty (30) days of its receipt.

2. Expenses. Independent Contractor shall be responsible for all expenses incurred while performing Services under this Agreement.

3. Materials. Independent Contractor will furnish all materials, equipment and supplies used to provide the Services required by this Agreement.

4. Local, State and Federal Taxes. Independent Contractor shall pay all income and FICA (Social Security and Medicare) taxes incurred while performing Services under this Agreement. OASIS CHARTER PUBLIC SCHOOL will not:

a. Withhold FICA from Independent Contractor's payments or make FICA payments on Independent Contractor's behalf;
b. Make state or federal unemployment compensation contributions on Independent Contractor's behalf; or
c. Withhold state or federal income tax from Independent Contractor's payments.

C. DURATION

1. Term of the Agreement. This agreement will become effective when signed by both Parties and will terminate the date either Party terminates the Agreement as provided below.

2. **Terminating the Agreement.** During the term of this Agreement, either Party may terminate the Agreement without cause by providing written notice to the other Party thirty (30) days' advance notice.

D. CONDITIONS OF INDEPENDENT CONTRACTOR SERVICE

1. Qualifications. Independent Contractor shall provide OASIS CHARTER PUBLIC SCHOOL with copies of qualifications, including license(s), or certification for Independent Contractor as they relate to the Services provided, upon request, under Appendix A.

2. Insurance. Independent Contractor shall provide OASIS CHARTER PUBLIC SCHOOL with proof of insurance as it relates to the Services provided under Appendix A.

3. Workers' Compensation. OASIS CHARTER PUBLIC SCHOOL shall not obtain workers' compensation insurance on behalf of Independent Contractor or Independent Contractor's employees. If Independent Contractor hires employees to perform any work under this Agreement, Independent Contractor will obtain workers' compensation insurance for those employees to the extent required by law.

E. INDEPENDENT CONTRACTOR STATUS

Independent Contractor is an independent contractor, not an employee of OASIS CHARTER PUBLIC SCHOOL. Independent Contractor's employees and/or subcontractors (if any) are not OASIS CHARTER PUBLIC SCHOOL's employees. Independent Contractor and OASIS CHARTER PUBLIC SCHOOL agree to the following rights consistent with an independent contractor relationship:

1. Independent Contractor has the right to perform Services for others during the term of this Agreement.
2. Independent Contractor has the sole right to control and direct the means, manner and method by which the Services required by this Agreement will be performed to the extent the provision of Independent Contractor's Services are consistent with the responsibilities set forth herein at Appendix A as dictated by OASIS CHARTER PUBLIC SCHOOL.
3. Independent Contractor shall not receive any training from OASIS CHARTER PUBLIC SCHOOL in the skills necessary to perform the Services required by this Agreement.
4. OASIS CHARTER PUBLIC SCHOOL shall not require Independent Contractor to devote full time to performing the Services required by this Agreement.
5. Neither Independent Contractor nor Independent Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of OASIS CHARTER PUBLIC SCHOOL.

F. CONFIDENTIALITY

Protected Information.

a. Health Information. Contractor acknowledges that, from time to time during the term of this Agreement, Contractor may acquire or have access to Protected Health Information ("PHI") of OASIS CHARTER PUBLIC SCHOOL's students, as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and rules promulgated thereunder (hereinafter the "HIPAA Rules"). Contractor will not use or disclose, and will cause its employees and/or subcontractors not to use or disclose, PHI, except as necessary to perform the Services or as required by law. At OASIS CHARTER PUBLIC SCHOOL's request, Contractor will execute a "Business Associate Agreement" in order to comply with the HIPAA Rules.

b. Student Information. Independent Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to the Family Educational Rights and Privacy Act (20 U.S.C. § 1231(g)) and the Individuals with Disabilities Education Act (20 U.S.C. § 1400, et seq.). Independent Contractor will not use or disclose, and will cause Independent Contractor's employees and/or subcontractors not to use or disclose such information, except as necessary to perform the Services or as required by law.

c. Private Information. Independent Contractor acknowledges that, from time to time during the term of this Agreement, Independent Contractor may acquire or have access to private information protected from disclosure pursuant to Article I, Section 1 of the California Constitution. Independent Contractor will not use or disclose, and will cause Independent Contractor's employees and/or subcontractors not to use or disclose such information, except as necessary to perform the Services or as required by law.

G. NON-DISCRIMINATION

The Parties shall not discriminate against any pupil, employee, or applicant for employment on the basis of the person's race; color; gender (including gender identity and gender expression); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

H. DISPUTE RESOLUTION

1. Mediation. If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Monterey County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the Parties.

2. Attorneys' Fees. Should any mediation, arbitration, and/or litigation commence between the Parties concerning this Agreement or the rights and duties of either Party hereto, whether it be an action for damages, equitable or declaratory relief, the prevailing party in such litigation shall be entitled

to, as an element of its costs of suit in addition to other relief as may be granted by the arbitrator or Court, reasonable sums as and for attorneys' fees, or such prevailing party may recover such attorneys' fees in a separate action brought for that purpose. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees. No sum of attorneys' fees shall be counted in calculating the amount of judgment for purposes of determining whether a Party is entitled to recover its costs or attorneys' fees.

I. LIMITED LIABILITY

Neither party to this agreement shall be liable for the other's lost profits, or special, incidental or consequential damages, whether in an action in contract or tort, even if the party has been has been advised by the other party of the possibility of such damages.

J. INDEMNIFICATION

Each Party shall indemnify and hold the other Party and its board members, officers, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of the Party, including, without limitation, the Party's agents, employees, subcontractors or anyone the Party employed directly or indirectly.

K. NOTICES

1. Contact Persons. All notices and other communications in connection with this Agreement shall be directed to the following persons:

If to Independent Contractor:
Natalie Sanders
1900 Garden Rd. Suite 200C
Monterey, CA 93940

If to OASIS CHARTER PUBLIC SCHOOL:
Attention: Lauren Ricker
Oasis Charter Public School
1135 Westridge Parkway
Salinas, CA 93907

L. MISCELLANEOUS TERMS

1. Exclusive Agreement. This is the entire Agreement between Independent Contractor and OASIS CHARTER PUBLIC SCHOOL. All previous agreements between the Parties, if any, whether written or oral, are merged herein and superseded hereby.

2. Modifying the Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both Parties. No waiver of any provision of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver

constitute a continuing waiver. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both Parties.

3. No Partnership. This Agreement does not create a partnership relationship. Neither Party has authority to enter into contracts on the other's behalf.

4. Interpretation and Opportunity for Counsel. In the event of a controversy or dispute between the Parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The Parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

5. Applicable Law. This Agreement will be governed by the laws of the State of California.

6. Interpretation of Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning. The language of the Agreement shall not be construed for or against any particular Party.

7. Survival of Terms. Sections F, G, I, J and K (and their subsections, if any) will survive the expiration or termination of this Agreement.

8. Assignment. Neither Party will assign or otherwise transfer this Agreement in whole or in part without the prior written consent of the other Party. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns permitted hereby.

9. Severability. Should any provision of the Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining Parties, terms, and provisions shall not be affected thereby, and said illegal, invalid or unenforceable part, terms or provisions shall be deemed not to be part of this Agreement.

10. Force Majeure. Either Party shall be excused from performance, without penalty, for delay in, or failure of, performance or shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. "Force majeure" means an occurrence that is beyond the control of the Party affected and occurs without the Party's fault or negligence. Force majeure may include, but is not limited to: acts of nature; acts of government (including, but not limited to, political subdivisions, school districts, or local education agencies that authorize and oversee OASIS CHARTER PUBLIC SCHOOL) not related to breach of any legal or regulatory obligation by either Party; fire; earthquake; strike; lockout; civil disorder; war or commandeering by any agency of government; epidemics; and quarantine restrictions. If either Party is delayed at any time by force majeure, the delayed Party shall notify the other Party's designated representative of such delay, in writing and via telephone when feasible, as soon as practicable and shall specify the cause(s) of such delay. The delayed Party shall cause such delay to cease as soon as practicable.

11. Binding Effect. The provisions of this Agreement will be binding upon and will inure to the benefit of the respective successors and permitted assigns of the Parties.

12. Counterparts. This Agreement may be executed in two (2) or more counterparts, which shall, in the aggregate, be signed by all Parties and constitute an Agreement. Each counterpart shall be deemed an original instrument as against any Party who has signed it.

13. Solicitation. The Independent Contractor and The School restrict the solicitation of employees from either parties for the purpose of hiring.

SIGNATURES:

On BEHALF OF OASIS CHARTER PUBLIC SCHOOL:

LAUREN RICKER

Title: Executive Director

Date: 8/4/25

INDEPENDENT CONTRACTOR:

_____

Natalie Sanders

Title: President

Taxpayer ID Number: 83-1625773

Date: _____

Appendix A

Occupational Therapy Services include:

Occupational therapy treatment

Progress reports & evaluations upon request of the school

Participation in IEP's upon request of the school

Documentation for occupational therapy visits and reports