

**VENDING AGREEMENT  
FOR THE NATIONAL SCHOOL LUNCH AND/OR SCHOOL BREAKFAST PROGRAMS**

This agreement is entered into on this 3rd \_\_\_\_\_ of \_\_\_\_\_ December \_\_\_\_\_, 2025 by and  
between  
(DAY) (MONTH) (YEAR)  
Ocean Charter School, herein after referred to as the **agency**, and  
(NAME OF AGENCY)

School Nutrition Plus, Inc., herein after referred to  
as the **vendor**  
(NAME OF FOOD SERVICE VENDOR)

This Agreement sets forth the terms and conditions upon which the agency retains the vendor to provide meals for the agency's nonprofit food service program for the period between January 5-

**Whereas**, The agency desires vendor to provide meals; and

**Whereas**, The vendor is willing to provide such services to the agency on a fee per meal basis;

**Therefore**, both parties hereto agree as follows:

Meals will be delivered to the address(es) listed in Attachment A.

The cost(s) per meal listed below is agreed upon by both parties:

Family Style Meals

COST PER MEAL	
ITEM	RATE PER MEAL
Lunch	\$4.40
Breakfast	\$2.45
Snack	\$1.18
Vegan and GF Lunch	\$4.90
Vegan and GF Breakfast	\$3.17

Unitized meals at lunch using plastic trays are an additional \$.25

**THE VENDOR AGREES TO:**

1. Prepare and deliver unitized meals in accordance with the number of meals requested.
2. Provide the agency, for approval, a proposed cycle menu for the operational period, at least 10 days prior to the beginning of the period to which the menu applies. Any changes to the menu made after agency approval must be agreed upon by the agency, and documented on the menu records.
3. Assure that each meal provided to the agency under this agreement meets the minimum requirements as to the nutritional content as specified by the NSLP/SBP Meal Pattern, which is excerpted from the regulations 7 CFR Part 210.10 and 220.8 or an approved National School Lunch Program (NSLP)/School Breakfast Program (SBP) option. Snacks will meet the NSLP meal pattern requirements in 210.10.
4. Maintain full and accurate records that document: (1) the menus were provided to the agency during the term of this agreement, (2) a listing of all components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the United States

Department of Agriculture (USDA) Food Buying Guide when calculating and recording the quantity of food prepared for each meal.

5. Maintain cost records such as invoices, receipts and/or other documentation that exhibit the purchase, or otherwise availability to the vendor of the meal components and quantities itemized in the meal preparation records.
6. Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered/picked up by the agency. Meal count documentation must include the number of meals requested by the agency.
7. Allow the agency to increase or decrease the number of meal orders, as needed, when the request is made within 24hrs of the scheduled delivery time.
8. Present to the agency an invoice accompanied by reports no later than the 5th day of each month, which itemizes the previous month's delivery. The vendor agrees to forfeit payment for meals which are not ready within one 15 minutes of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this agreement. In cases of nonperformance or noncompliance on the part of the vendor, the vendor shall pay the agency for any excess costs the agency incurs by obtaining meals from another source.
9. Provide the agency with a copy of current health certifications for the food service facility in which it prepares meals for the NSLP/SBP. The vendor shall ensure that all health and sanitation requirements of the California Uniform Retail Food Facilities Law, Chapter 4 of the California Health and Safety Code, are met at all times.
10. Operate in accordance with current NSLP/SBP regulations. Comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
11. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or for 3 years after the end of an audit). Upon request make all accounts and records pertaining to the agreement available to the certified public accountant hired by the agency, representatives of the California Department of Education, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place.
12. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
13. Be paid by the agency for all meals delivered/picked up in accordance with this agreement and NSLP/SBP meal pattern requirements. Neither the California Department of Education nor USDA will assume any liability for payment of differences between the number of meals prepared for delivery and/or pick up by the vendor and the number of meals served by the agency that are not eligible for reimbursement.
14. Accept commodities from the agency to be used in the preparation of meals prepared for the NSLP/SBP. The vendor will credit the agency the fair market value of the commodities used in the meals. Credits will be itemized on the invoice. Until used, all commodities are the property of the agency.

15. The vendor shall include physician recommended substitutions in the food components when making recommendations for the meal pattern of students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume the regular lunch because of medical or other special dietary needs.
16. The vendor is prohibited from entering into any processing contracts utilizing USDA donated food on behalf of the agency.
17. The vendor shall be responsible for loss or damage to equipment owned by the agency while on the vendor's premises.
18. The vendor shall provide access, with or without notice, to all of the vendor's facilities for purposes of inspection and audit.
19. The vendor shall surrender to the SFA upon termination of the agreement all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order, complete, and legible.
20. The vendor shall fully disclose all discounts, rebates, allowances, and incentives received by the Company from its suppliers. If the vendor receives a discount, rebate, allowance, or incentive from any supplier, the vendor must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. All discounts, rebates, allowances, and incentives must be returned to the SFA during a mutually agreed upon timeframe that is beneficial to the SFA.

**THE AGENCY AGREES TO:**

1. Request by telephone or email, no later than 24 hours, an accurate number of meals to be delivered to the agency each day. Notify the vendor of necessary increases/decreases in the number of meals ordered within 24 hours of the scheduled delivery time. Errors in meal orders shall be the responsibility of the agency making the error.
2. Ensure that an agency representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal service delivery. The agency assures the vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of the NSLP/SBP, and with local health and safety codes.
3. Notify the vendor within 2 operating days of receipt of the next month's proposed cycle menu, of any changes, additions or deletions.
4. Pay the vendor by the last day of each month the full amount as presented on the monthly-itemized invoice. Notify the vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the vendor for all meals delivered/picked up in accordance with the agreement. Neither the California Department of Education nor USDA assume any liability for payment of the difference between the number of meals prepared, picked up by the agency, delivered by the vendor, and the number of meals served by the agency that are ineligible for reimbursement.

5. Mutually agree with vendor on commodities that can be reasonably incorporated into its meals. The agency shall be responsible for transferring all unused commodities at the close of this agreement. The agency is responsible for the fair market value of any commodity losses that may occur.
6. The agency shall retain control of the quality, extent, and general nature of the food service operation; and establish all program and non-program meal and a la carte prices.

## GENERAL ASSURANCES

1. **Amendments and Waivers.** Any term of this agreement may be amended or waived only with the written consent of all parties.
2. **Sole Agreement.** This agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.
3. **Notices.** Any notice required or permitted by this agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.
4. **Severability.** If one or more provisions of this agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (1) such provision shall be excluded from this agreement, (2) the balance of the agreement shall be interpreted as if such provision were so excluded and (3) the balance of the agreement shall be enforceable in accordance with its terms.
5. **Advice of Counsel.** Each party acknowledges that, in executing this agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this agreement.
6. **Catastrophe.** Neither the agency nor vendor shall be liable for failure to perform its respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the food service operation, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

## CERTIFICATIONS

If this agreement is in excess of \$100,000, the agency and the vendor shall comply with all applicable standards, orders, or regulations issued:

Section 306 of Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations

Certification regarding Lobbying Pursuant to 31 USC 1352 (Appendix A: 7 CFR Part 3018)

Disclosure of lobbying activities pursuant to 31 USC 1352 (Appendix A: 7 CFR Part 3018)

**The vendor certifies that they are in compliance with:**

Energy Policy and Conservation Act (OMB Circular A-102, Attachments O, paragraph 14.j)

Provisions of the Contract Work Hours and Safety Standards Act involving food service workers whose duties are manual and physical in nature (OMB Circular No. A-102, Attachment O, paragraph 14.f)

Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and Department of Labor Regulations

The parties have executed this agreement on the respective dates set forth below.

**TERMS OF THE AGREEMENT:**

**This agreement will take effect commencing on January 5, 2026 and shall end, at, but it may be terminated for cause by written notification given by either party with at least 60 days notice prior to the date of termination. The agency shall have the option to cancel this agreement if the federal government withdraws funds to support the NSLP/SBP. It is further understood that, in the event of cancellation of the agreement, the agency shall be responsible for meals that have already been ordered, assembled, delivered/picked up in accordance with this agreement.**

The agency and vendor will adhere to the following menu planning option: Food-Based

In witness whereof, the parties hereto have executed this agreement as of the dates indicated below:

\_\_\_\_\_  
Vendor Official Signature  
Emily Burson, CEO

\_\_\_\_\_  
Printed Name and Title  
323-984-7712

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Official Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**STANDARD VENDING AGREEMENT  
ATTACHMENT A**

<b>NAME OF SITE</b>	<b>ADDRESS</b>
OCEAN CHARTER SCHOOL	12870 PANAMA ST. LOS ANGELES, CA 90066