

SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY

Our Mission Statement

SCVSFSA is made up of a team of food and nutrition professionals that are dedicated to students' health, well-being and their ability to learn. We support learning by promoting healthy habits as an important life skill.

REGULAR MEETING OF THE BOARD OF DIRECTORS

LOCATION: 25210 Anza Dr., Santa Clarita, CA 91355

AGENDA

Tuesday, August 16, 2016

8:30 A.M.

"Public record related to the public session agenda that are distributed to the Governing Board less than 72 hours before a regular meeting, may be inspected by the public at 25210 Anza Drive, Santa Clarita, CA 91355, during regular business hours (8:00 a.m. to 4:30 p.m.)."

CALL TO ORDER: _____ A.M.

MEMBER ROLL CALL:

- Ms. Ronna Wolcott, President (N) _____
- Dr. Christine Hamlin, Presiding Officer (Sg) _____
- Ms. Michele Gookins, Clerk (S) _____
- Ms. Janene Maxon, Alt. Member (C) _____

STAFF PRESENT:

- Dr. Lynnelle Grumbles, CEO & Board Secretary _____
- Ms. Susan Weiss, Director, Finance & Administration _____
- Ms. Jane Crawford, Director, Food Services _____
- Ms. Leilani Schlick, Executive Assistant to the CEO _____

		<u>Exhibit</u>	<u>Approved</u>
I.	APPROVAL OF AGENDA		C N S Sg
II.	APPROVAL OF MINUTES		
	1. Approval of Organizational Board Meeting Minutes June 21, 2016	A	C N S Sg
	2. Approval of Minutes Board Meeting June 21, 2016	B	C N S Sg
III.	HEARING SESSION		
	1. Advance Requests to Address the Board		
	2. Comments and/or Questions on Agenda Items		
IV.	CONSENT CALENDAR <small>(Unless a Board Member has questions concerning a particular item and asks that it be withdrawn from the Consent Calendar, the Board of Directors approves all items at one time. The action taken by the Board in approving Consent items is set forth in the explanation of the individual items.)</small>		
	1. Removal of Items from Consent Calendar		C N S Sg
	2. B Warrants (June & July) #16-17-02/C1	C	C N S Sg
	3. Personnel Action Report #16-17-02/C2	D	C N S Sg
	a) New Employees		
	b) Transfers		
	c) Status Change		
	d) Temporary Assignment		
	e) Leave of Absence		
	f) Resignation		
	g) Termination		

4. Purchase Orders (June & July)	#16-17-02/C3	E	C N S Sg
5. Renewal Agreement to furnish Food Services for Gorman School District	#16-17-02/C4	F	C N S Sg
6. Renewal Agreement to furnish Food Services for Sunshine Child Care & Learning Center	#16-17-02/C5	G	C N S Sg
7. Renewal Agreement to furnish Food Services for Castaic USD State Pre-School at Northlake Hills	#16-17-02/C6	H	C N S Sg
8. Renewal Agreement to furnish Food Services for Castaic USD State Pre-School at Val Verde	#16-17-02/C7	I	C N S Sg
9. Renewal Agreement to furnish Food Services for Castaic Pre-K (community) at CMS & Northlake Hills	#16-17-02/C8	J	C N S Sg
10. Renewal Agreement to furnish Food Services for Saugus USD Child Development Programs	#16-17-02/C9	K	C N S Sg
11. Renewal Agreement to furnish Food Services for Emblem & Rosedell Full Day Pre-K	#16-17-02/C10	L	C N S Sg
12. Renewal of Consultant Agreement for Korean Translation	#16-17-02/C11	M	C N S Sg
13. Renewal of Consultant Agreement for Nutrition Education	#16-17-02/C12	N	C N S Sg
14. Items Removed from Consent Calendar			C N S Sg

VII. CONFERENCE CALENAR (includes items to be discussed with Board of Directors. Items that might require action by the Board will be agendized at a future meeting.)

1. Financial Report – 2015/2016 Year End	#16-17-02/CC1	O	C N S Sg
2. Participation Report – Comparison 2014/2015 and 2015/2016 SY	#16-17-02/CC2	P	C N S Sg
3. 1 st Reading-Update BP3553 Reduced Priced Meals	#16-17-02/CC3	Q	C N S Sg
4. 1 st Reading-Update AR3553 Reduced Priced Meals	#16-17-02/CC4	R	C N S Sg
5. 1 st Reading-Update AR3550(a) Food Service	#16-17-02/CC5	S	C N S Sg
6. 1 st Reading-Update BP3555 Nutrition Program Compliance	#16-17-02/CC6	T	C N S Sg
7. SUPER Co-Op Report	#16-17-02/CC7	U	C N S Sg

VIII. ACTION CALENDAR (Includes items to be voted on by the Board of Directors.)

1. Retirement Resolution #08-1617 – Dr. Christine Hamlin, Saugus USD	#16-17-02/A1	V	C N S Sg
2. American Fidelity Contract ACA Compliance: Tracking and Reporting Services	#16-17-02/A2	W	C N S Sg

IX. CORRESPONDENCE & BOARD INFORMATION

1. NEW Board Member: Castaic USD	#16-17-02/IN1	X	C N S Sg
2. LACOE Approval of FY 2016-17 Budget	#16-17-02/IN2	Y	

- | | | | | |
|----|--|---------------|-----------|-----------------|
| 3. | Request for Agency's PAC Members for
2016/2017 SY | #16-17-02/IN3 | Z | C N S Sg |
| 4. | Agency Report | #16-17-02/IN4 | AA | C N S Sg |

X. BOARD ITEMS FOR NEXT MEETING (September 20, 2016)

1. 2nd Reading-Update BP3553 Reduced Price Meals
2. 2nd Reading-Update AR3553 Reduced Price Meals
3. 2nd Reading-Update AR3550(a) Food Service
4. 2nd Reading-Update BP Nutrition Program Compliance
5. Unaudited Actuals Budget Report FY2015/2016

II. CLOSED SESSION

Adjourn to Closed Session _____ P.M.

C N S Sg

1. Public Employee Appointment
2. Public Employee
 - a. Leave of Absence
 - b. Dismissal
 - c. Discipline
 - d. Evaluation
 - e. Release
3. Advice from Legal Counsel
4. Labor Negotiations Information

III. RECONVENE TO OPEN SESSION

Reconvened _____ A. M.

C N S Sg

1. Report of Closed Session

XI. ADJOURNMENT

Meeting Adjourned _____ A. M.

C N S Sg

SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY**Mission Statement:**

SCVSFSA is made up of a team of food and nutrition professionals that are dedicated to students' health, well-being, and their ability to learn. We support learning by promoting healthy habits as an important life skill.

ANNUAL ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS

25210 Anza Drive • Valencia, CA 91355 • (661) 295-1574

MINUTES

June 21, 2016

Ms. Ronna Wolcott, President at the Santa Clarita Valley School Food Services Agency Office, 25210 Anza Drive, Valencia, CA 91355, called the ANNUAL ORGANIZATIONAL meeting of the Board of Directors of the Santa Clarita Valley School Food Services Agency to order at 8:33 a.m.

CALL TO ORDER

MEMBERS PRESENT:

Ms. Ronna Wolcott, President (N)	Present
Dr. Christine Hamlin, Clerk (Sg)	Present
Ms. Michelle Gookins, Presiding Officer (S)	Present
Ms. Janene Maxon, Alternate Member (C)	Present

ROLL CALL

STAFF PRESENT:

Dr. Lynnelle Grumbles, CEO & Board Secretary	Present
Ms. Susan Weiss, Director, Finance & Administration	Present
Ms. Jane Crawford, Director, Food Services	Present
Ms. Leilani Schlick, Executive Assistant to the CEO	Present

I. ORGANIZATION OF THE BOARD

Election of Officers

1. ELECTION OF OFFICERS

MO-1 Ayes: 4

- a) Elect a **President** for the Board of Directors
Ms. Gookins made a motion for Ms. Ronna Wolcott to serve as President of the Santa Clarita Valley School Food Services Agency Board of Directors for the 2016/2017 school year. The motion was seconded by Ms. Maxon; motion carried 4-0.
- b) Elect a **Clerk** for the Board of Directors
Ms. Hamlin made a motion for Ms. Michele Gookins to serve as Clerk of the Board of Directors for the 2016/2017 school year, which was seconded by Ms. Maxon; motion carried 4-0. The Clerk will assume the role as Chairperson and conduct the meeting in the absence of the President.
- c) Elect a **Presiding Officer** for the Board of Directors
Ms. Wolcott made a motion that Dr. Christine Hamlin serve as the Presiding Officer of the Board of Directors for the 2016/2017 school Year; motion was seconded by Ms. Gookins; motion carried 4-0. The Presiding Officer conducts the meetings in the absence of both the President and the Clerk.

Vote: 4-0
Gookins/Maxon/Hamlin/Wolcott

MO-2 Ayes: 4

Vote: 4-0
Hamlin/Maxon/Wolcott/Gookins

MO-3 Ayes: 4

Vote: 4-0
Wolcott/Gookins/Maxon/Hamlin

2. BOARD SECRETARY

MO-4 Ayes: 4

- a) Dr. Hamlin made a motion, seconded by Ms. Maxon to designate Dr. Lynnelle Grumbles as Secretary to the Board of Directors for the period July 1, 2016 to June 30, 2017; motion carried 4-0.

Vote: 4-0
Hamlin/Maxon/Wolcott/Gookins

II. **CONSENT CALENDAR**

1. Ms. Gookins made a blanket motion to approve items 1-9 in the Consent Calendar, seconded by Dr. Hamlin; motion carried 4-0.
2. Adopt Certification of Signatures resolution for the period July 1, 2016 through June 30, 2017.
3. Establish dates, hour and place(s) for Regular Meetings of the Board of Directors. Board meetings will be held at 8:30 a.m. during the 2016/2017 school year.
4. Authorize Dr. Lynnelle Grumbles, Chief Executive Officer; Ms. Susan Weiss, Director of Finance & Administration, and a Member of the Board of Directors, to sign warrants (two signatures required), purchase orders, contracts, tax sheltered annuities, service, other reports, and applications for State and Federal projects as needed, and notices of employment subject to the ratification of the Board of Directors for the period of July 1, 2016 through June 30, 2017.
5. Authorize the Chief Executive Officer, the Director of Food Services, and a Member of the Board of Directors to transfer funds from the bank account to the Los Angeles County Office of Education (two signatures required).
6. Authorize Dr. Lynnelle Grumbles, Chief Executive Officer, and Ms. Jane Crawford, Director of Food Services, and a Member of the Board of Directors to authorize payroll deductions for organizations approved for such purposes by the Los Angeles County Superintendent of Schools Office subject to approved business practices for the period of July 1, 2016 through June 30, 2017.
7. Adopt all Agency policies presently in effect as official policies for the period of July 1, 2016, through June 30, 2017.
8. Adopt Organizational Chart for the period of July 1, 2016 through June 30, 2017.
9. No items were removed from the Consent Calendar.

CONSENT CALENDAR
 MO-5 Ayes: 4
 Vote: 4-0
 Gookins/Hamlin/Maxon/Wolcott

III. **ADJOURNMENT OF ANNUAL ORGANIZATIONAL MEETING**

Ms. Gookins made the motion, seconded by Dr. Hamlin, to adjourn; motion carried 4-0.

MO-6 Ayes: 4
 Vote: 4-0
 Gookins/Hamlin/Wolcott/Maxon
 Adjourned 8:37 A.M.

Date June 21, 2016

Ms. Ronna Wolcott, President

Ms. Michele Gookins, Clerk

SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY

Mission Statement:

SCVSFSA is made up of a team of food and nutrition professionals that are dedicated to students' health, well-being, and their ability to learn. We support learning by promoting healthy habits as an important life skill.

REGULAR MEETING OF THE BOARD OF DIRECTORS

25210 Anza Drive • Valencia, CA 91355 • (661) 295-1574

MINUTES

June 21, 2016

Ms. Ronna Wolcott, President, called the Regular meeting of the Board of Directors of the Santa Clarita Valley School Food Services Agency to order at 8:37 A.M. at the Central Kitchen Office, 25210 Anza Dr., Valencia, CA 91355.

CALL TO ORDER

MEMBERS PRESENT:

Ms. Ronna Wolcott, (N) President	Present
Dr. Chris Hamlin, (Sg) Presiding Officer	Present
Ms. Michele Gookins, (S) Clerk	Present
Ms. Janene Maxon, (C) Alt. Member	Present

ROLL CALL

STAFF PRESENT:

Dr. Lynnelle Grumbles, CEO & Board Secretary	Present
Ms. Susan Weiss, Director, Business Services	Present
Ms. Jane Crawford, Director, Food Services	Present
Ms. Leilani Schlick, Executive Assistant to the CEO	Present
Ms. Tracy Fiscella, RDN, Nutritionist	Present

I. AGENDA

The motion was made by Chris Hamlin, seconded by Michele Gookins and carried 4-0 to approve the Agenda.

Approval of Agenda
M- 109 Ayes: 4

Vote: 4-0 Approved
Hamlin/Gookins/Wolcott/Maxon

II. MINUTES

1. Dr. Hamlin made the motion, seconded by Ms. Gookins to approve the minutes of the Regular meeting held on May 17, 2016; motion carried 4-0.

Minutes Regular Mtg.
M- 110 Ayes: 4

Vote: 4-0 Approved
Maxon/Hamlin/Wolcott/Gookins

III. HEARING SESSION

1. There were no Advance Requests to address to the Board.
2. There were no comments and/or questions on the Agenda Items.
3. There was nothing to report from the Board Members.

IV. CONSENT CALENDAR

1. Ms. Gookins made the motion, seconded by Dr. Hamlin, to approve all of the items on the Consent Calendar; motion carried 4-0.
2. B Warrants (May) #15-16-12/C1
3. Personnel Action Report #15-16-12/C2
 - a) New Employees
 - b) Transfers
 - c) Status Changes

Consent Calendar

M- 111 Ayes: 4

Vote: 4-0 Approved
Gookins/Hamlin/Wolcott/Maxon

- d) Temporary Assignments
- e) Leave of Absences
- f) Resignations
- g) Terminations
- 4. Purchase Orders (May) #15-16-12/C3
- 5. CEO Vacation Pay-Off #15-16-12/C4
- 6. Items Removed from the Consent Calendar

V. CONFERENCE CALENDAR

- | | |
|--|---|
| 1. Ms. Weiss reviewed the Financial Report for May 2016. | Financial Report – May '16 |
| 2. Ms. Crawford reviewed the Participation Report for May 2016. It was reported that the Overall participation for May 2016 was down from the previous year. Breakfast participation was also down over last year, but up over the previous months. Lunch participation was down over the previous year. There was one (1) more operating day in all districts. | Participation Report-May'16 |
| 3. Ms. Fiscella reviewed the outcome of the Champions for Healthy Kids Grant Final Report. Ms. Fiscella stated that Santa Clarita Valley School Food Services Agency Student Voices for Healthy Choices grant project is 100% completed with no significant changes to the grant application, staffing, progress, evaluation plans, or budget. SCVSFSA's entire \$20,000 grant allocation has been spent. Ms. Wolcott thanked Ms. Fiscella for her outstanding work on the grant implementation. | Champions for Healthy Kids Grant Final Report |
| 4. Dr. Grumbles reviewed the SUPER Co-Op Report to the Board. Dr. Grumbles stated that various USDA Foods truckloads have been cancelled; recent FDA recalls have disrupted the supply chain resulting in cancelled or delayed deliveries; and meetings with poultry suppliers regarding white/dark inventory imbalances have been unproductive. The Governing Council meets June 23, 2016 to discuss next year's budget, bylaw updates and continue strategic planning. | SUPER Co-Op Report |

VI. ACTION CALENDAR

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| 1. Ms. Gookins motioned the School Year 2016-2017 Budget for approval, Ms. Maxon seconded; motion carried 4-0. | <p>M- 112 Ayes: 4
 Vote: 4-0 <u>Approved</u>
 Gookins/Maxon/Hamlin/Wolcott</p> |
| 2. Ms. Maxon motioned to approve the Technical Difference, Inc., (People-Trak) Software Support Contract for the FY 2016-17, Ms. Gookins seconded; motion carried 4-0. | <p>M- 113 Ayes: 4
 Vote: 4-0 <u>Approved</u>
 Maxon/Gookins/Hamlin/Wolcott</p> |
| 3. Ms. Weiss requested that the American Fidelity Contract ACA Compliance: Tracking and Reporting Services be tabled to the July 15, 2016 Special Board Meeting. | No Action Taken |
| 4. Dr. Hamlin motioned to approve the Direct Cost Distribution for JPA Member Districts, seconded by Ms. Gookins; motion carried 4-0. | <p>M- 114 Ayes: 4
 Vote: 4-0 <u>Approved</u>
 Hamlin/Gookins/Maxon/Wolcott</p> |
| 5. Ms. Gookins motioned to approve the RFP 1601 Fresh Bread for 2016-17 SY to be awarded to Galasso's Bakery, seconded by Ms. Maxon; motion carried 4-0. | <p>M- 115 Ayes: 4
 Vote: 4-0 <u>Approved</u>
 Maxon/Gookins/Wolcott/Maxon</p> |

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| <p>6. Dr. Hamlin motioned to approve the RFP 1602 Dairy, Juice, and Water for 2016-17 SY to be awarded to Clearbrook Farms, seconded by Ms. Maxon; motion carried 4-0.</p> | <p>M- 116 Ayes: 4
 <small>Vote: 4-0</small> <u>Approved</u>
 Hamlin/Maxon/Gookins/Wolcott</p> |
| <p>7. Ms. Maxon motioned to approve the RFP 1603 Fresh Produce for 2016-17 SY to Gold Star Food, seconded by Ms. Gookins; motion carried 4-0.</p> | <p>M- 117 Ayes: 4
 <small>Vote: 4-0</small> <u>Approved</u>
 Maxon/Gookins/Hamlin/Wolcott</p> |
| <p>8. Ms. Maxon motioned to approve the RFP 1604 Grocery & Dry Goods for 2016-17 SY, seconded by Ms. Gookins; motion carried 4-0.</p> | <p>M- 118 Ayes: 4
 <small>Vote: 4-0</small> <u>Approved</u>
 Maxon/Gookins/Hamlin/Wolcott</p> |

VII. CORRESPONDENCE & BORD INFORMATION

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| <p>1. Driftwood Dairy prices (YTD) were included for the Board.</p> | <p>Driftwood Dairy Prices</p> |
| <p>2. Ms. Weiss reviewed the ASCIP Health Benefits Renewal Rates for 2016-17 SY.</p> | <p>ASCIP Health Benefits</p> |
| <p>3. Ms. Crawford reviewed the Optimum Bell Schedule Report. Ms. Wolcott’s recommendation was to provide the report to the leadership teams at each district. The Principals can contact Ms. Crawford for assistance. Ms. Crawford will be sending an electronic copy of the Optimum Bell Schedule Report to all of the Board Members.</p> | <p>Optimum Bell Schedule</p> |
| <p>4. Ms. Crawford reviewed the Agency Report. The highlights were: Summer Programs have begun and preparations continue for the 2016-17 SY. Summer Programs are at the following locations: Boys & Girls Club-Newhall and Canyon Country; Santa Clarita City Newhall Center; Youth Activity League; Val Verde; Leona Cox, Cedarcreek, Rio Vista, Wiley Canyon, Newhall Elementary, Canyon Springs and Castaic Elementary Schools. The 2016-17 SY Free and Reduced Price Meal Applications will be sent to current families the first week of July. Applications will be available July 1, 2016. A list of the families was requested to be sent to the Districts.</p> | <p>Agency Report</p> |

VIII. ITEMS FOR NEXT MEETING (July 15, 2016)

- | | |
|--|-------------------------------|
| <p>1. American Fidelity Contract for ACA Compliance: Tracking and Reporting Services</p> <p>2. Results of the Building Painting Bid Contract</p> | <p>ITEMS FOR NEXT MEETING</p> |
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IX. CLOSED SESSION

<p>Ms. Gookins made a motion seconded by Ms. Maxon, motion carried 4-0 to adjourn the regular meeting and go to Closed Session.</p>	<p>M- 119 Ayes: 4 ADJOURN: <u>10:09 A.M.</u> <small>Vote: 4-0</small> <u>Approved</u> Gookins/Maxon/Hamlin/Wolcott</p>
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Report of Closed Session:
 Advice from legal counsel – Potential Litigation Case No. 1516-1

X. RECONVENE TO OPEN SESSION

<p>Dr. Hamlin made a motion, seconded by Ms. Gookins, motion carried 4-0 to adjourn and reconvene to the regular meeting. Ms. Wolcott announced that no action was taken in the Closed Session.</p>	<p>M- 120 Ayes: 4 RECONVENE: <u>10:16 A.M.</u> <small>Vote: 4-0</small> <u>Approved</u> Hamlin/Gookins/Maxon/Wolcott</p>
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XI. ADJOURNMENT

With nothing further on the Agenda to discuss, Dr. Hamlin made the motion to adjourn the Regular Board Meeting, seconded by Ms. Maxon, and carried 4-0.

M- 118 **Ayes: 4**
ADJOURN: 10:16 A.M.
Vote: 4-0 Approved
Hamlin/Maxon/Gookins/Wolcott

Date June 21, 2016

Ms. Ronna Wolcott, President

Ms. Michele Gookins, Clerk

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles/Susan Weiss
Subject: B Warrants – June and July 2016

REPORT #16-17-02/C2

Summary: B Warrant's for June 2016 and July 2016

Financial Impact:

June 2016 - \$743,266.72
July 2016 - \$116,635.95

Recommended Action:

Approve item as presented.

Santa Clarita Valley School Food Service Agency

Check Register

June 2016

Date	Num	Name	Amount
06/01/2016	23018496	SULPHUR SPRINGS UESD (KIDSCOOKING)	-134.50
06/03/2016	23025397	AT&T MOBILITY	-311.88
06/03/2016	23025398	AT&T CAL NET 3	-19.08
06/03/2016	23025399	BURRTEC WASTE INDUSTRIES	-232.61
06/03/2016	23025400	CASTAIC UNION SCHOOL DISTR. (2015-2016 DIRECT COST DISTRIBUTION)	-50,068.99
06/03/2016	23025401	DYNASTY HARWARE, INC	-946.12
06/03/2016	23025402	EVERSOFT	-144.04
06/03/2016	23025403	GOLD STAR FOODS	-67,615.79
06/03/2016	23025404	P & R PAPER	-4,296.08
06/03/2016	23025405	SCSNA/SUMMER WORKSHOP(L. SCHLICK,JOKREMER & B.YOUNG)	-60.00
06/03/2016	23025406	STAPLES ADVANTAGE	-1,152.12
06/03/2016	23025407	PREPAID REFUND (LUNCH)	-17.97
06/03/2016	23025408	BOLTHOUSE (FRESH LOGISTICS)	-1,172.90
06/07/2016	23031063	NEWHALL SCHOOL DISTRICT (2015-2016 DIRECT COST DISTRIBUTION)	-142,763.78
06/07/2016	23031064	SAUGUS UNION SCHOOL DISTRICT (2015-2016 DIRECT COST DISTRIBUTIO)	-163,713.60
06/07/2016	23031065	SULPHUR SPRINGS UESD (2015-2016 DIRECT COST DISTRIBUTION)	-143,453.63
06/07/2016	23031066	TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.	-490.50
06/10/2016	23042586	ACCESS 1 SOURCE	-358.25
06/10/2016	23042587	AT&T CAL NET 2 / 3	-344.11
06/10/2016	23042588	PREPAID REFUND (LUNCH)	-88.00
06/10/2016	23042589	GOLD STAR FOODS	-23,873.37
06/10/2016	23042590	PREPAID REFUND (LUNCH)	-5.00
06/10/2016	23042591	PREPAID REFUND (LUNCH)	-11.50
06/10/2016	23042592	PREPAID REFUND (LUNCH)	-57.27
06/10/2016	23042593	ROBINSON RANCH (BANQUET)	-2,770.00
06/10/2016	23042594	PREPAID REFUND (LUNCH)	-33.70
06/10/2016	23042595	BOLTHOUSE (FRESH LOGISTICS CARROTS)	-1,458.20
06/13/2016	23045945	PREPAID REFUND (LUNCH)	-59.00
06/13/2016	23045946	PREPAID REFUND (LUNCH)	-122.40
06/13/2016	23045947	PREPAID REFUND (LUNCH)	-20.00
06/13/2016	23045948	PREPAID REFUND (LUNCH)	-7.00
06/16/2016	23056121	A&R WHOLESALE DISTRIBUTOR	-18,756.94
06/16/2016	23056122	ADMIRAL REFRIGERATION, INC.	-7,087.78
06/16/2016	23056123	AMERIPRIDE UNIFORM SERVICES	-600.00
06/16/2016	23056124	CANYON WELDING	-95.00
06/16/2016	23056125	CHRISTIAN LEE (KOREAN TRANSLATION)	-40.00
06/16/2016	23056127	DEPARTMENT OF JUSTICE	-160.00
06/16/2016	23056128	DIESEL AIR INC. (ANNUAL OPC SMOKE TEST)	-300.00
06/16/2016	23056129	DRIFTWOOD DAIRY	-66,889.53
06/16/2016	23056130	FOX FIRE PROTECTION INC.	-350.00
06/16/2016	23056131	GARDA CL WEST, INC.	-496.84
06/16/2016	23056132	IMAGE IV SYSTEMS INC	-255.53
06/16/2016	23056133	INTERNET SECURITY SYSTEMS-INC	-64.00
06/16/2016	23056134	MEL-O- DEE ICE CREAM (RICH'S ICE CREAM)	-3,622.80

Santa Clarita Valley School Food Service Agency

Check Register

June 2016

Date	Num	Name	Amount
06/16/2016	23056135	REMINGTON PURE (WATER)	-25.00
06/16/2016	23056136	ROMERO'S FOOD PRODUCTS, INC.	-315.84
06/16/2016	23056137	SAUGUS UNION SCHOOL DISTRICT	-2,702.21
06/16/2016	23056138	SOUTHERN CAL. MATERIAL HANDLING (SCMH)	-949.46
06/16/2016	23056139	SPRINT (NEXTEL COMMUNICATIONS)	-405.24
06/16/2016	23056140	TAMA TRADING COMPANY INCORPORATED	-11,681.90
06/16/2016	23056141	THE SIGNAL	-1,361.94
06/16/2016	23056143	VALENCIA WATER SERVICE	-127.16
06/16/2016	23056144	VERTEX PEST SOLUTIONS	-150.00
06/17/2016	23059343	AT&T/ CALNET 2	-871.50
06/17/2016	23059344	NEWHALL SCHOOL DISTRICT (KIDS COOKING)	-232.27
06/17/2016	23059345	SUE PEAK (NUTRITION EDUCATION CONSULTANT)	-765.00
06/17/2016	23059346	U.S. BANK CAL CARD	-6,660.65
06/22/2016	23066809	PREPAID REFUND (LUNCH)	-14.66
06/22/2016	23066810	PREPAID REFUND (LUNCH)	-153.00
06/22/2016	23066811	PREPAID REFUND (LUNCH)	-13.09
06/22/2016	23066812	PREPAID REFUND (LUNCH)	-115.25
06/22/2016	23066813	PREPAID REFUND (LUNCH)	-132.00
06/22/2016	23066814	PREPAID REFUND (LUNCH)	-4.79
06/22/2016	23066815	PREPAID REFUND (LUNCH)	-50.30
06/22/2016	23066816	PREPAID REFUND (LUNCH)	-175.20
06/22/2016	23066817	PREPAID REFUND (LUNCH)	-18.00
06/22/2016	23066818	RESERVE ACCOUNT (POSTAGE)	-750.00
06/22/2016	23066819	PREPAID REFUND (LUNCH)	-40.00
06/22/2016	23066820	SOUTHERN CALIFORNIA EDISON	-6,309.03
06/22/2016	23066822	PREPAID REFUND (LUNCH)	-8.20
06/22/2016	23066823	PREPAID REFUND (LUNCH)	-45.60
06/22/2016	23066824	PREPAID REFUND (LUNCH)	-34.53
06/22/2016	23066825	PREPAID REFUND (LUNCH)	-5.50
06/22/2016	23066826	PREPAID REFUND (LUNCH)	-11.20
06/28/2016	23079686	PREPAID REFUND (LUNCH)	-101.00
06/28/2016	23079687	PREPAID REFUND (LUNCH)	-190.50
06/28/2016	23079688	MEL-O- DEE ICE CREAM (RICH'S ICE CREAM)	-653.76
06/28/2016	23079689	PREPAID REFUND (LUNCH)	-79.00
06/28/2016	23079690	POSTAGE ONE (BULK MAILING FOR 16-17 APPLICATIONS)	-1,547.04
06/28/2016	23079691	PREPAID REFUND (LUNCH)	-11.72
06/28/2016	23079692	THE GAS CO.	-433.87
06/30/2016	23086773	STAPLES ADVANTAGE	<u>-1,601.50</u>
			\$ (743,266.72)

Santa Clarita Valley School Food Service Agency

Check Register

July 2016

Date	Num	Name	Amount
07/08/2016	23100930	ACCESS 1 SOURCE	-358.25
07/08/2016	23100931	AT&T MOBILITY	-287.50
07/08/2016	23100932	AT&T CAL NET 3	-20.65
07/08/2016	23100933	BURRTEC WASTE INDUSTRIES	-279.52
07/08/2016	23100934	CSBA (GAMUT ONLINE 7/1/2016-6/30/2017)	-2,140.00
07/08/2016	23100935	DATA BUSINESS SYSTEMS- ANNUAL CONTRACT	-10,545.00
07/08/2016	23100936	EVERSOFT	-144.04
07/08/2016	23100937	PREPAID REFUND (LUNCH)	-291.00
07/08/2016	23100938	INTERNET SECURITY SYSTEMS-INC	-64.00
07/08/2016	23100939	PREPAID REFUND (LUNCH)	-27.08
07/08/2016	23100940	P & R PAPER	-2,225.28
07/08/2016	23100941	PITNEY BOWES	-137.34
07/08/2016	23100942	REMINGTON PURE (WATER)	-25.00
07/08/2016	23100943	S.C.V.S.F.S.A (PETTY CASH)	-21.96
07/08/2016	23100944	TECHNICAL DIFFERENCE, INC. (PEOPLE- TRAK ANNUAL SUPPORT 16-17 SY)	-978.43
07/11/2016	23103458	GOLD STAR FOODS	-4,573.15
07/13/2016	23108489	EMPLOYMENT DEVELOPMENT DEPARTMENT	-480.61
07/13/2016	23108490	POSTAGE ONE	-30.36
07/13/2016	23108491	SPRINT (NEXTEL COMMUNICATIONS)	-403.23
07/19/2016	23122371	TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.	-490.50
07/19/2016	23122372	CAL CARD	-3,618.07
07/25/2016	23130721	A&R WHOLESALE DISTRIBUTOR	-1,437.23
07/25/2016	23130722	ADMIRAL REFRIGERATION	-228.75
07/25/2016	23130723	ALLEN PACKAGING	-761.36
07/25/2016	23130724	MILEAGE EMPLOYEE	-53.10
07/25/2016	23130725	ANACHEM (MAINTENANCE)	-170.00
07/25/2016	23130726	MILEAGE EMPLOYEE	-21.60
07/25/2016	23130727	MILEAGE EMPLOYEE	-129.60
07/25/2016	23130728	AT&T CAL NET 2/ 3	-337.15
07/25/2016	23130729	MILEAGE EMPLOYEE	-32.40
07/25/2016	23130730	MILEAGE EMPLOYEE	-12.96
07/25/2016	23130731	CUMMINS	-45.78
07/25/2016	23130732	DAILY JOURNAL CORPORATION (16/17 BUDGET PUBLICATION)	-128.26
07/25/2016	23130733	MILEAGE EMPLOYEE	-43.20
07/25/2016	23130734	MILEAGE EMPLOYEE	-16.20
07/25/2016	23130735	DRIFTWOOD DAIRY	-23,088.93
07/25/2016	23130736	GARDA CL WEST, INC.	-225.84
07/25/2016	23130737	GOLD STAR FOODS	-11,942.37
07/25/2016	23130738	MILEAGE EMPLOYEE	-12.42
07/25/2016	23130739	JOHNSTONE SUPPLY	-362.33
07/25/2016	23130740	REIMBURSEMENT EMPLOYEES (FOOD SAFTY EXAM)	-107.10
07/25/2016	23130741	JUAN C. VARGAS	-400.00
07/25/2016	23130742	MILEAGE EMPLOYEE	-9.72
07/25/2016	23130743	MILEAGE EMPLOYEE	-25.92
07/25/2016	23130744	MILEAGE EMPLOYEE	-64.80
07/25/2016	23130745	MILEAGE EMPLOYEE	-16.20
07/25/2016	23130746	LINCO (MAINTENANCE)	-96.30
07/25/2016	23130747	MILEAGE EMPLOYEE	-34.56
07/25/2016	23130748	MILEAGE EMPLOYEE	-52.92
07/25/2016	23130749	MILEAGE EMPLOYEE	-12.96
07/25/2016	23130750	MILEAGE EMPLOYEE	-39.42

Santa Clarita Valley School Food Service Agency

Check Register

July 2016

Date	Num	Name	Amount
07/25/2016	23130751	P & R PAPER	-4,001.49
07/25/2016	23130752	POSTAGE ONE (16/17 DIRECT CERT. LETTERS)	-653.14
07/25/2016	23130753	PREPAID REFUND (LUNCH)	-9.60
07/25/2016	23130755	RESCUE ROOTER	-320.00
07/25/2016	23130756	ROMERO'S FOOD PRODUCTS, INC.	-180.48
07/25/2016	23130757	SAUGUS UNION SCHOOL DISTRICT	-1,828.94
07/25/2016	23130758	SCV QUALITY CARE	-30.00
07/25/2016	23130759	MILEAGE EMPLOYEE	-24.30
07/25/2016	23130760	SOUTHERN CALIFORNIA EDISON	-8,285.61
07/25/2016	23130761	MILEAGE EMPLOYEE	-25.92
07/25/2016	23130762	SUE PEAK (NUTR. ED . CONSULTANT)	-232.50
07/25/2016	23130763	TAMA TRADING COMPANY INCORPORATED	-1,555.80
07/25/2016	23130764	THE SIGNAL (LEGAL BID)	-402.74
07/25/2016	23130765	TOYOTA- LIFT OF LA	-104.33
07/25/2016	23130766	ULINE	-170.99
07/25/2016	23130767	VALENCIA PRINTERS	-515.03
07/25/2016	23130768	VALENCIA WATER SERVICE	-128.85
07/25/2016	23130769	VERTEX PEST SOLUTIONS	-150.00
07/25/2016	23130770	MILEAGE EMPLOYEE	-32.40
07/27/2016	23134389	BOARD OF EQUALIZATION	-1,263.00
07/27/2016	23134390	CAL DEPARTMENT OF EDUCATION	-39.00
07/27/2016	23134391	COUNTY OF LOS ANGELES	-6,045.00
07/27/2016	23134392	MILEAGE EMPLOYEE	-36.69
07/27/2016	23134393	DYNASTY HARDWARE	-159.09
07/27/2016	23134394	JANE CRAWFORD (SNA- TX 2016)	-45.00
07/27/2016	23134395	MILEAGE EMPLOYEE	-46.98
07/27/2016	23134396	LYNNELLE GRUMBLES (SNA- TX 2016)	-46.00
07/27/2016	23134397	MILEAGE EMPLOYEE	-38.88
07/27/2016	23134398	THE GAS CO.	-196.41
07/28/2016	23138346	SIMPATICO SYSTEMS, (ADAGE IT, INC.)	-564.80
07/28/2016	23138347	DATA BUSINESS SYSTEMS	-2,956.38
07/28/2016	23138348	TEK VISIONS, INC.	-19,187.65
07/29/2016	23140187	REFERIGERATION HARDWARE SUPPLY (MAINTENANCE)	-237.06
07/29/2016	23140188	CAL CARD	-71.54
			\$ (116,635.95)

Meeting Date: August 16, 2016
Submitted by: Dr. Lynnelle Grumbles/Susan Weiss
Subject: Personnel Action Report

RECOMMENDATION #16-17-02/C2

It is recommended that the Board of Directors approve the following personnel report:

NAME	DESCRIPTION	EFFECTIVE
NEW EMPLOYEES:		
Rosie Esparza	NA1 Mitchell 3.75	08/15/16
Manuela Nellie Gutierrez-Tovar	NA1 Valencia Valley 3.75	08/18/16
Ivana Huicochea	NA1 Mc Grath 3.75	08/18/16
Yu Mei Lin	NA1 Rosedell 2.75	08/10/16
Donna Markovich	NA1 Rosedell 2.75	08/10/16
TRANSFERS:		
Linda Mc Donald	NA1 North Park 3.75 to NA1 Bridgeport 4.50	08/10/16
Martha Saucedo	NA1 Leona Cox 1.00 to NA1 Mint Cyn 3.50	08/15/16
Kathy Trovato	STL1 Emblem 6.25 to STL1 Rio Vista 7.00	08/10/16
STATUS CHANGE:		
Denise Crocker	NA1 Mint Cyn 3.50 to NA2 Helmers 4.00	08/10/16
Rigoberto Cruz	Custodian II Central Kitchen 8.0 hrs to Delivery Driver Central Kitchen 8.0 hrs	08/01/16
Edith De Maria	NA1 Fair Oaks 3.75 to NA2 Mitchell 3.75	08/15/16
Antara Gupta	NA2 Mitchell 3.75 to Site Team Leader 1 Emblem 6.25	08/10/16
Kathy James	NA2 Bridgeport 4.50 to Site Team Leader 1 Plum Cyn 6.25	08/10/16
Monica Newton	NA1 Rosedell 2.75 to NA2 Oak Hills 3.75	08/18/16
Carol Nua	NA1 Mc Grath 3.75 to NA2 Leona Cox 4.75	08/15/16
Jodie Pelton	NA1 Bridgeport 4.50 to NA2 Bridgeport 4.50	08/10/16
Olivia Pulido	NA1 Santa Clarita 3.00 to NA2 Newhall 4.00	08/18/16
Cindy Zwart	NA2 Leona Cox 4.75 to Site Team Leader 1 Pinetree 6.75	08/15/16
TEMPORARY ASSIGNMENT:		
39 MONTH REHIRE LIST:		
CORRECTION:		
LEAVE OF ABSENCE:		
Anne Gabor	NA2 Live Oak 3.75	09/07/16 - 11/06/16
RETIREMENT:		
Susan Summers	STL1 Rio Vista 7.00	07/07/16
RESIGNATION:		
Jennifer Eaton	NA1 Pinetree 4.25	07/27/16
Patricia Gaedicke	NA1 Stevenson Ranch 3.75	07/27/16
Christina Gonzalez	NA1 Tesoro 3.75	07/06/16
Ofelia Lopez	NA1 Newhall 3.75	08/08/16
Nora Pellecer	NA1 Canyon Springs 3.50	08/01/16
Sonia Sheehan	NA1 Valencia Valley 3.75	07/21/16
Peggy Zovak	NA2 Oak Hills 3.75	06/28/16
TERMINATED:		

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles/Susan Weiss
Subject: Purchase Orders for June and July 2016

REPORT #16-17-02/C3

Summary: Purchase orders for June 2016 and July 2016.

Financial Impact:

June 2016 - \$62,563.32
July 2016 - \$77,735.51

Recommended Action:

Approve item as presented.

EXHIBIT: E

Meeting Date: August 16, 2016
Submitted by: Dr. Lynnelle Grumbles / Susan Weiss
Subject: Purchase Orders - June 2016

RECOMMENDATION #16-17-02/C3

P. O. #	VENDOR	AMOUNT
32974	Gold Star Foods	23,000.00
32975	Gold Star Foods	8,500.00
32976	Driftwood Dairy	4,000.00
32977	Staples Advantage	1,131.60
32978	Bolthouse (carrots)	570.60
32979	Gold Star	13,954.87
32980	Gold Star	5,129.39
32981	Tama Trading	1,555.80
32982	A&R Food Distributors	1,437.23
32983	The Signal	402.74
32984	Allen Packaging	761.36
32985	Linco (maintenance supply)	101.66
32986	RHS (Refrig. Hardware Supply)	244.55
32987	Johnstone Supply	242.74
32988	Rescue Rooter	320.00
32989	Admiral Refrigeration	228.75
32990	Johnstone Supply	119.59
32991	Uline	170.96
32992	Dynasty Hardware	158.60
32993	State of California	182.40
32994	Romero's Foods	180.48
32995	Anachem Labs	170.00
	Total: \$	62,563.32

EXHIBIT: E

Meeting Date: August 16, 2016
Submitted by: Dr. Lynnelle Grumbles / Susan Weiss
Subject: Purchase Orders - July 2016

RECOMMENDATION #16-17-02/C3

P. O. #	VENDOR	AMOUNT
32996	Gold Star Foods	182.40
32997	Canyon Welding	545.00
32998	Oliver Products	4,960.00
32999	The Platinum Package	5,844.00
33000	P&R Paper	2,254.15
33001	A&R Food Distributors	1,433.40
33002	Gold Star Foods	23,000.00
33003	Galasso's Bakery	8,500.00
33004	Clearbrook Farms	4,000.00
33005	Chef's Toys (school salad bars)	1,064.54
33006	Staples (paper order 16/17 SY)	1,775.63
33007	Staples (supplies July)	2,911.20
33008	Admiral Refrigeration	1,340.58
33009	Gold Star Foods	8,131.17
33010	Webstaurant Store (sanitizer tabs)	321.77
33011	Amazon (towels)	233.48
33012	Respond Systems (first aid supplies)	757.54
33013	Toyota Lift	104.33
33014	Gold Star Foods	182.40
33015	Source Refrigeration	834.25
33016	P&R Paper	4,041.91
33017	Gold Star Foods	182.40
33018	Johnstone Supply	447.53
33019	Chef's Toys	4,253.38
33020	Innovative Promotions	120.45
33021	Darling International (grease traps)	314.00
	Total: \$	77,735.51

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles / Susan Weiss
Subject: Renewal of Agreement to Furnish Food Services for Gorman School District

RECOMMENDATION # 16-17-02/C4

Summary

This is an annual renewal of the agreement for the 2016-17 school year which reflects a \$0.05 price increase for breakfast meals and \$0.09 price increase for lunch meals. Price calculations are based on the Federal School Meal Reimbursement rates each school year. The charge of \$75.00 for each delivery (twice/week) will remain the same as last year.

Financial Impact

\$1,060.00 in additional Miscellaneous Revenue

Recommended Action:

Approve item as presented.

SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY

AGREEMENT TO FURNISH FOOD SERVICES

This agreement is effective on this first day of August, 2016 by and between Santa Clarita Valley School Food Services Agency (SCVSFSA), hereinafter referred to as Agency and **Gorman School District**, hereinafter referred to as Institution.

WHEREAS, the facilities of the Institution are not adequate for preparing meals for the food services program; and,

WHEREAS, the facilities of the Agency are adequate to prepare product for students at the Institution; and,

WHEREAS, the Agency is willing to provide such services to the Institution on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.

AGENCY AGREES TO:

1. Prepare and deliver selected meals by 5:00 P.M. on each of the Institution's school days in accordance with the number of meals requested and at the cost agreed upon in this contract:

School Breakfast with Milk	\$ 2.04
School Lunch with Milk	\$ 3.41
Delivery charge:	\$75.00 per delivery (twice/week)

All prepared meals shall meet USDA requirements for reimbursement.

2. Maintain full and accurate records that the Institution will need to meet its responsibility including the following:
 - Production records, including daily number of meals delivered by type. Those records must be reported to the Institution promptly at the end of the month.
3. Retain required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the State Department of Education, the US Department of Agriculture, and the U. S. General Accounting Office for audit or administrative review at a reasonable time and place.

INSTITUTION AGREES TO:

1. Deliveries will be twice per week; food items will be delivered, then prepared for service on-site by institution staff.
2. Request for meal count changes need to be called in or faxed to the Agency 48 Hours before the next delivery date. Errors in counts called or faxed in shall be the responsibility of the Institution.
3. Consult with the Agency five days in advance regarding any special item request.
4. Pay Agency by the 10th of each month, the full amount as presented on the one itemized invoice per month.
5. In the event that market circumstances change dramatically, the Agency reserves the right to increase our prices accordingly, pending fifteen (15) days written notice.

TERMS OF THE AGREEMENT:

This agreement shall be effective as of August 1, 2016 through June 30, 2017. It may be terminated by notification, in writing, given by any party hereto to the other parties at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below.

Lynnelle Grumbles
Agency Official

Institution Official

Chief Executive Officer
Title

Title

Signature

Signature

August 16, 2016
Date

Date

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles / Susan Weiss
Subject: Renewal of Agreement to Furnish Food Services for Sunshine
Child Care & Learning Center

RECOMMENDATION # 16-17-02/C4

Summary

This is an annual renewal of the agreement for the 2016-17 school year which reflects a lunch price increase of \$0.09 to \$3.41 for the new school year.

The daily delivery charge will also increase by \$5.00 to \$20.00 per day (\$10.00 per site to Wiley Canyon and Valencia).

Financial Impact

\$2,720.00 in additional Miscellaneous Revenue

Recommended Action:

Approve item as presented.

SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY
AGREEMENT TO FURNISH FOOD SERVICES

This agreement is effective on this first day of August, 2016 by and between Santa Clarita Valley School Food Services (SCVSFSA), hereinafter referred to as Agency and the **Sunshine Child Care & Learning Center**, hereinafter referred to as Institution.

WHEREAS, the facilities of the Institution are not adequate for preparing meals for the food services program; and,

WHEREAS, the facilities of the Agency are adequate to prepare product for students at the Institution; and,

WHEREAS, the Agency is willing to provide such services to the Institution on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.

AGENCY AGREES TO:

1. Prepare and deliver selected meals by 11:30 a.m. by each Institution's school day in accordance with the number of meals requested and at the cost agreed upon in this contract:

School Lunch with Milk:	\$ 3.41
Daily Delivery charge:	\$20.00 per delivery (\$10.00/site Wiley Canyon & Valencia)

All prepared meals shall meet USDA requirements for reimbursement.

2. Maintain full and accurate records that the Institution will need to meet its responsibility including the following:
 - Production records, including daily the number of meals delivered by type.
 - Those records must be reported to the Institution promptly at the end of the month.
3. Retain required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the State Department of Education, the US Department of Agriculture, and the U. S. General Accounting Office for audit or administrative review at a reasonable time and place.

INSTITUTION AGREES TO:

1. Request by telephone and/or fax no later than 11:00 a.m. on every Friday an accurate number of items to be prepared for the Institution for the following week. Errors in count called in shall be the responsibility of the Institution. The counts shall be adjusted once a week. If necessary the counts can be adjusted daily but not later than 9:30 a.m.
2. Consult with the Agency five days in advance regarding any special items request.
3. Pay Agency by the 10th of each month, the full amount as presented on the one itemized invoice per month.

TERMS OF THE AGREEMENT:

This agreement shall be effective as of August 1, 2016 through June 30, 2017. It may be terminated by notification, in writing, given by any party hereto to the other parties at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below.

Dr. Lynnelle Grumbles
Agency Official

Institution Official

Chief Executive Officer
Title

Title

Signature

Signature

Date

Date

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles / Susan Weiss
Subject: Renewal of Agreement to Furnish Food Services for Castaic
USD State Pre-School at Northlake Hills

RECOMMENDATION # 16-17-02/C6

Summary

This is an annual renewal of the agreement for the 2016-17 school year which reflects no increase in the Paid Breakfast price, remaining at \$1.50. However, the price for unassigned meals (non-reimbursable) will increase by \$0.05 to \$2.04.

Financial Impact

Negligible.

Recommended Action:

Approve item as presented.

SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY
AGREEMENT TO FURNISH FOOD SERVICES

This agreement is effective on this first day of August, 2016 by and between Santa Clarita Valley School Food Services Agency (SCVSFSA), hereinafter referred to as Agency, and **Castaic School District/Pre-School at Northlake Hills** hereinafter referred to as Institution.

WHEREAS, the facilities of the Institution are not adequate for preparing meals for the food services program; and,

WHEREAS, the facilities of the Agency are adequate to prepare product for students at the Institution; and,

WHEREAS, the Agency is willing to provide such services to the Institution on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.

AGENCY AGREES TO:

1. Prepare and deliver selected meals by 11:30 a.m. on each of the Institution's school days in accordance with the number of meals requested and at the cost agreed upon in this contract:

School Breakfast:	Paid Eligible Meals	\$ 1.50
	Unassigned Meals*	\$ 2.04

*Unassigned meals are meals that are received by the Institution but not assigned to an individual student and therefore SCVSFSA is unable to claim for reimbursement.

All prepared meals shall meet USDA nutritional requirements.

2. Maintain full and accurate records that the Institution will need to meet its responsibility including the following:
 - Production records, including the number of meals delivered by type. Those records must be reported to the Institution promptly at the end of the month.
3. Retain required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the State Department of Education, the U.S. Department of Agriculture, and the U. S. General Accounting Office for audit or administrative review at a reasonable time and place.

INSTITUTION AGREES TO:

- 1. Request by telephone and/or fax no later than 10:00 a.m. on every Friday an accurate number of items to be prepared for the Institution for the following week. Errors in count called in shall be the responsibility of the Institution. The counts shall be adjusted once a week. If necessary the counts can be adjusted daily, but not later than 9:00 a.m.
- 2. Consult with the Agency five days in advance regarding any special item request.
- 3. Pay Agency by the 10th of each month, the full amount as presented on the one per month itemized invoices.

TERMS OF THE AGREEMENT:

This agreement shall be effective as of August 1, 2016 and end on June 30, 2017. It may be terminated by notification, in writing, given by any party hereto to the other parties at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below.

Dr. Lynnelle Grumbles _____
Agency Official

Institution Official

Chief Executive Officer _____
Title

Title

Signature

Signature

Date

Date

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles / Susan Weiss
Subject: Renewal of Agreement to Furnish Food Services for Castaic
USD State Pre-School at Val Verde

RECOMMENDATION # 16-17-02/C7

Summary

This is an annual renewal of the agreement for the 2016-17 school year which reflects an increase of \$0.05 to \$2.04 per breakfast. The delivery charge will remain the same as last year at \$25.00 per delivery.

Financial Impact

\$170.00 in additional Miscellaneous Revenue

Recommended Action:

Approve item as presented.

SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY
AGREEMENT TO FURNISH FOOD SERVICES

This agreement is effective on this first day of August, 2016 by and between Santa Clarita Valley School Food Services Agency (SCVSFSA), hereinafter referred to as Agency, and **Castaic School District/State Pre-School at Val Verde** hereinafter referred to as Institution.

WHEREAS, the facilities of the Institution are not adequate for preparing meals for the food services program; and,

WHEREAS, the facilities of the Agency are adequate to prepare product for students at the Institution; and,

WHEREAS, the Agency is willing to provide such services to the Institution on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.

AGENCY AGREES TO:

1. Prepare and deliver selected meals by 11:30 a.m. on each of the Institution's school days in accordance with the number of meals requested and at the cost agreed upon in this contract:

School Breakfast:	\$ 2.04
Delivery charge:	\$25.00 per delivery

All prepared meals shall meet USDA requirements for reimbursement.

2. Maintain full and accurate records that the Institution will need to meet its responsibility including the following:
 - Production records, including the number of meals delivered by type. Those records must be reported to the Institution promptly at the end of the month.
3. Retain required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the State Department of Education, the U.S. Department of Agriculture, and the U. S. General Accounting Office for audit or administrative review at a reasonable time and place.

INSTITUTION AGREES TO:

1. Request by telephone and/or fax no later than 10:00 a.m. on every Friday an accurate number of items to be prepared for the Institution for the following week. Errors in count called in shall be the responsibility of the Institution. The counts shall be adjusted once a week. If necessary the counts can be adjusted daily, but not later than 9:00 a.m.
2. Consult with the Agency five days in advance regarding any special item request.
3. Pay Agency by the 10th of each month, the full amount as presented on the one per month itemized invoices.

TERMS OF THE AGREEMENT:

This agreement shall be effective as of August 1, 2016 and end on June 30, 2017. It may be terminated by notification, in writing, given by any party hereto to the other parties at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below.

Dr. Lynnelle Grumbles _____
Agency Official

Institution Official

Chief Executive Officer _____
Title

Title

Signature

Signature

Date

Date

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles / Susan Weiss
Subject: Renewal of Agreement to Furnish Food Services for Castaic
USD Community Pre-K Programs at Castaic Middle and
Northlake Hills Elementary Schools

RECOMMENDATION # 16-17-02/C8

Summary

This is an annual renewal of the agreement for the 2016-17 school year for snacks. The price will remain the same as last school year at \$0.92 per snack.

Financial Impact

None

Recommended Action:

Approve item as presented.

SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY
AGREEMENT TO FURNISH FOOD SERVICES

This agreement is effective on this first day of August, 2016 by and between Santa Clarita Valley School Food Services Agency (SCVSFSA), hereinafter referred to as Agency, and **Castaic Union School District Community Programs – at Castaic Middle School & Northlake Hills Elementary School**, hereinafter referred to as Institution.

WHEREAS, the facilities of the Institution are not adequate for preparing meals for the food services program; and,

WHEREAS, the facilities of the Agency are adequate to prepare product for students at the Institution; and,

WHEREAS, the Agency is willing to provide such services to the Institution on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.

AGENCY AGREES TO:

1. Prepare and deliver selected meals one day prior to consumption (no later than 8:30 a.m. the day the meal will be consumed) on each of the Institution's school days in accordance with the number of meals requested and at the cost agreed upon in this contract:

School Snack:	\$ 0.92
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All prepared meals shall meet USDA requirements for reimbursement.

2. Maintain full and accurate records that the Institution will need to meet its responsibility including the following:
 - Production records, including the number of meals delivered by type. Those records must be reported to the Institution promptly at the end of the month.
3. Retain required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the State Department of Education, the US Department of Agriculture, and the U. S. General Accounting Office for audit or administrative review at a reasonable time and place.

INSTITUTION AGREES TO:

1. Institution will have a representative pick up the snacks from the site cafeteria. The Agency requires at least 24 hours notice if there are any special requests or changes.

2. Consult with the Agency five days in advance regarding any special item request.
3. Pay Agency by the 10th of each month, the full amount as presented on the one itemized invoice per month. The snack will be billed in its entirety (snack, juice and milk). No credit will be given for left over items.
4. Provide Agency with calendar for deliveries (include Fall, Spring, Winter Breaks, special days off, etc.)
5. Deliveries will be made to each sites cafeteria where it will be picked up by a representative of the Community Programs. The Summer schedule will be revised as needed.

TERMS OF THE AGREEMENT:

This agreement shall be effective as of August 1, 2015 through June 30, 2017. It may be terminated by notification, in writing, given by any party hereto to the other parties at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below.

Dr. Lynnelle Grumbles
Agency Official

Institution Official

Chief Executive Officer
Title

Title

Signature

Signature

Date

Date

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles / Susan Weiss
Subject: Renewal of Agreement to Furnish Food Services for Saugus
USD Child Development Programs

RECOMMENDATION # 16-17-02/C9

Summary

This is an annual renewal of the agreement for the 2016-17 school year for snacks. The snack price will increase by .02¢ for the new school year to \$0.92 per snack. Also, a \$25.00 delivery fee has been included in the new contract for deliveries made when school sites are not in session. This one fee will cover all sites delivered (approximately 8 sites) on these days.

Financial Impact

\$4,800.00 increase in Miscellaneous Revenue

Recommended Action:

Approve item as presented.

SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY
AGREEMENT TO FURNISH FOOD SERVICES

This agreement is effective on this first day of August, 2016 by and between Santa Clarita Valley School Food Services Agency (SCVSFSA), hereinafter referred to as Agency, and **Saugus Union School District Child Development Programs**, hereinafter referred to as Institution.

WHEREAS, the facilities of the Institution are not adequate for preparing meals for the food services program; and,

WHEREAS, the facilities of the Agency are adequate to prepare product for students at the Institution; and,

WHEREAS, the Agency is willing to provide such services to the Institution on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.

AGENCY AGREES TO:

1. Prepare and deliver selected meals one day prior to consumption (no later than 8:30 a.m. the day the meal will be consumed) on each of the Institution's school days in accordance with the number of meals requested and at the cost agreed upon in this contract:

School Snack:	\$ 0.92 per snack
Delivery Charge on Non-school days:	\$25.00 for all sites

All prepared meals shall meet USDA requirements for reimbursement.

2. Maintain full and accurate records that the Institution will need to meet its responsibility including the following:
 - Production records, including the number of meals delivered by type. Those records must be reported to the Institution promptly at the end of the month.
3. Retain required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the State Department of Education, the US Department of Agriculture, and the U. S. General Accounting Office for audit or administrative review at a reasonable time and place.

INSTITUTION AGREES TO:

1. Request by FAX (FAX # 295-1198), or phone 661-295-1574 ext. 110 or e-mail peggy@scvsfsa.net no later than 10:00 a.m. on every Thursday an accurate number of items to be prepared for the Institution (sites) for the following week. **Errors in count called in shall be the responsibility of the Institution.**
2. Institution will be responsible for collecting the snack orders from the child care directors at individual sites and then a representative from the Institution (Saugus USD) who will then give the Agency (FAX # 295-1198, or e-mail peggy@scvsfsa.net) an accurate count in its entirety. If necessary the counts can be adjusted daily, but MUST go through the representative at the Saugus district office. The Agency requires at least 24 hours notice.
3. Consult with the Agency five days in advance regarding any special item request.
4. Pay Agency by the 10th of each month, the full amount as presented on the one itemized invoice per month. The snack will be billed in its entirety (snack, juice and milk). No credit will be given for left over items.
5. Provide Agency with calendar for deliveries (include Fall, Spring, Winter Breaks, special days off, etc.)
6. Deliveries will be made to each sites cafeteria where it will be picked up by a representative of the Child Development Programs. The Summer schedule will be revised as needed.

TERMS OF THE AGREEMENT:

This agreement shall be effective as of August 1, 2016 through June 30, 2017. It may be terminated by notification, in writing, given by any party hereto to the other parties at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below.

Dr. Lynnelle Grumbles
Agency Official

Institution Official

Chief Executive Officer
Title

Title

Signature

Signature

8/16/16
Date

Date

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles / Susan Weiss
Subject: Renewal of Agreement to Furnish Food Services for Saugus
USD Emblem Academy and Rosedell Elementary School Full
Day Pre-K Programs

RECOMMENDATION # 16-17-02/C10

Summary

This is an annual renewal of the agreement for the 2016-17 school year for snacks. The snack price will increase by .02¢ for the new school year to \$0.92 per snack.

Financial Impact

\$460.00 increase in Miscellaneous Revenue

Recommended Action:

Approve item as presented.

SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY
AGREEMENT TO FURNISH FOOD SERVICES

This agreement is effective on this first day of August, 2016 by and between Santa Clarita Valley School Food Services Agency (SCVSFSA), hereinafter referred to as Agency, and **Saugus Union School District Emblem & Rosedell Pre-School**, hereinafter referred to as Institution.

WHEREAS, the facilities of the Institution are not adequate for preparing meals for the food services program; and,

WHEREAS, the facilities of the Agency are adequate to prepare product for students at the Institution; and,

WHEREAS, the Agency is willing to provide such services to the Institution on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.

AGENCY AGREES TO:

1. Prepare and deliver selected meals one day prior to consumption (no later than 8:30 a.m. the day the meal will be consumed) on each of the Institution's school days in accordance with the number of meals requested and at the cost agreed upon in this contract:

School Snacks (8:30 a.m. & 3:00 p.m.)
 AM Snacks \$ 0.92 per snack; PM Snacks \$0.92 per snack

Items will be delivered: Individual & Family Style

All prepared meals shall meet USDA requirements for reimbursement.

2. Maintain full and accurate records that the Institution will need to meet its responsibility including the following:
 - Production records, including the number of meals delivered by type. Those records must be reported to the Institution promptly at the end of the month.
3. Retain required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the State Department of Education, the US Department of Agriculture, and the U. S. General Accounting Office for audit or administrative review at a reasonable time and place.

INSTITUTION AGREES TO:

1. Request by FAX (FAX # 295-1198), or phone the SCVSFSA Central Kitchen at 661-295-1574 ext. 110 or e-mail peggy@scvsfsa.net no later than 10:00 a.m. an accurate number of items to be prepared for the Institution (sites) for the following week. This is to be sent no later than the third week of every month, for the following month. **Errors in count called in shall be the responsibility of the Institution.**
2. Institution will be responsible for collecting the snack orders from the child care/pre-school directors at individual sites and then a representative from the Institution (Saugus USD) who will then give the Agency (FAX # 295-1198, or e-mail peggy@scvsfsa.net) an accurate count in its entirety. If necessary the counts can be adjusted, but MUST go through the representative at the Saugus district office. The Agency requires at least 24 hours notice.
3. Consult with the Agency five days in advance regarding any special item request.
4. Pay Agency by the 10th of each month, the full amount as presented on the one itemized invoice per month. The snack will be billed in its entirety (snack, juice and milk). No credit will be given for left over items.
5. Provide Agency with calendar for deliveries (include Fall, Spring, Winter Breaks, special days off, etc.)
6. Deliveries will be made to a refrigerator or storage unit on site where it will be picked up by a representative of the child care/pre-school. The Summer schedule will be revised as needed. It is the responsibility of the Institution to maintain proper temperatures of all food delivered.

TERMS OF THE AGREEMENT:

This agreement shall be effective as of August 1, 2016 through June 30, 2017. It may be terminated by notification, in writing, given by any party hereto to the other parties at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below.

Dr. Lynnelle Grumbles
Agency Official

Institution Official

Chief Executive Officer
Title

Title

Signature

Signature

Date

Date

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles / Susan Weiss
Subject: Renewal of Agreement for Korean Translation

RECOMMENDATION # 16-17-02/C11

Summary

This is an annual renewal of the agreement for the 2016-17 school year with Christian (Chris) Lee for the purpose of translation of menus and documents into Korean language. Mr. Lee provided these services for the Agency for the 2015-16 school year and provided efficient and skilled work under the previous contract.

Financial Impact

Not to exceed \$500.00 for the year.

Recommended Action:

Approve item as presented.

SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY
25210 ANZA DRIVE
SANTA CLARITA, CALIFORNIA 91355
(661) 295-1574

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 1st Day of July 2016 by and between the Santa Clarita Valley School Food Services Agency, a California Joint Powers Authority, hereinafter referred to as the "AGENCY" and CHRISTIAN (CHRIS) LEE, the "CONSULTANT".

WHEREAS, the AGENCY is in need of special translator to translate our breakfast and lunch menus from English to Korean, and

WHEREAS, Government Code section 53060 authorizes the AGENCY to contract for special consulting services and advice if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the CONSULTANT is specially trained and experienced and competent to perform the special consulting services required by the AGENCY;

NOW, THEREFORE, in consideration of the foregoing premises and upon the terms and conditions contained hereinafter, the parties agree as follows:

1. Services To Be Performed By Consultant.

- (a) The CONSULTANT will serve as a resource as a Korean translator for the Agency's breakfast and lunch menus and other documents on an "as needed" basis;
- (b) The CONSULTANT may, at CONSULTANT's own expense, employ such assistants as the CONSULTANT deems necessary to perform the services required of CONSULTANT by this Agreement.
- (c) The CONSULTANT is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the AGENCY and CONSULTANT or any of the CONSULTANT's agents or employees. The CONSULTANT assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. The CONSULTANT, its agents and employees, shall not be entitled to any rights and/or privileges of the AGENCY's employees and shall not be considered in any manner to be the AGENCY's employees.
- (e) If the CONSULTANT is a regular employee of a public entity, all services which the CONSULTANT renders under this Agreement will be performed at times other than the CONSULTANT's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.

2. Compensation.

- (a) Except as otherwise provided in this Agreement, the AGENCY agrees to compensate the CONSULTANT for services rendered under this Agreement at the rate of \$20.00 (first hour per month/2 menus) and \$15.00 (subsequent hours, if necessary per month/2 menus) for not more than \$500.00 in the 2016/2017 fiscal year unless approved by the governing board of the AGENCY.
- (b) The AGENCY will pay no additional amount for travel or other expenses of the CONSULTANT under this Agreement unless specified below.
- (c) The CONSULTANT shall submit monthly invoices in duplicate to the AGENCY. The CONSULTANT shall support each invoice with a monthly report detailing the services rendered to the AGENCY during the billing period.
- (d) All payments by the AGENCY shall be made in arrears, after the services have been rendered. Payment shall be made within thirty (30) days from the date that each monthly invoice is received and it is determined to be in reasonable agreement with the services rendered during the billing period.
- (e) The AGENCY will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide the CONSULTANT with a statement of earnings at the end of each calendar year. The CONSULTANT is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

3. Term of Agreement.

The initial term of this Agreement is from July 1, 2016, through June 30, 2017, unless sooner terminated pursuant to the provisions of Section 6 of this Agreement. The AGENCY and the CONSULTANT may mutually agree in writing to extend the initial term of this Agreement, provided that the initial term and any additional term(s) do not exceed five (5) years in the aggregate.

4. Obligations of Consultant.

- (a) During the term of this Agreement, the CONSULTANT agrees to diligently and timely perform the services specified in Section 1 above.
- (b) The CONSULTANT will provide all materials, tools, and instrumentalities required to perform the services under this Agreement.
- (c) At all times during the term of this Agreement, the CONSULTANT agrees to provide workers' compensation insurance for the CONSULTANT's employees and agents as required by law. The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- (d) The CONSULTANT shall indemnify, pay for the defense of, and hold harmless the AGENCY and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the CONSULTANT's negligent or willful acts and/or omissions in rendering any services hereunder. The CONSULTANT shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning the CONSULTANT or any employee and shall further indemnify, pay for the defense of, and hold harmless the AGENCY of and from any such payment or liability arising out of or in any manner connected with the CONSULTANT's performance under this Agreement.
- (e) Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the CONSULTANT without the prior written consent of the AGENCY.

5. Obligations of the Agency.

The AGENCY agrees to comply with all reasonable requests by the CONSULTANT and to provide access to all documents reasonably necessary for the performance of the CONSULTANT's duties under this Agreement.

6. Termination of Agreement.

- (a) Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.
- (b) Should the CONSULTANT default in the performance of this Agreement or breach any of its provisions, the AGENCY may terminate this Agreement by giving written notification to the CONSULTANT.
- (c) If at any time during the performance of this Agreement the AGENCY determines, in its sole discretion, to suspend indefinitely or abandon the services under this Agreement, the AGENCY shall have the right to terminate the performance of the CONSULTANT's services hereunder by giving 10 days written notification to the CONSULTANT of its intention to terminate.
- (d) In the event that the AGENCY terminates this Agreement under paragraph (b) or (c) of this Section, the CONSULTANT shall only be paid for those services rendered to the date of termination.

7. General Provisions.

- (a) Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, or by registered or certified mail, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for the AGENCY and the CONSULTANT. The foregoing addresses may be changed by written notice to the other party as provided herein.
- (b) The AGENCY and the CONSULTANT mutually agree that for copyright purposes, any written material or any copyrightable work of any nature created by the CONSULTANT pursuant to this Agreement shall be considered a "work made for hire" and the AGENCY the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that the AGENCY shall own all of the rights comprised in the copyright of said written material or copyrightable work.
- (c) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by the CONSULTANT and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties.
- (d) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- (e) This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- (f) Pursuant to and in accordance with the provisions of Government Code Section 10532, or any amendments thereto, all books, records and files of the AGENCY, CONSULTANT, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the Office of The Auditor General of the State of California for a period of three (3) years after final payment is made under this Agreement. The CONSULTANT shall preserve and cause to be preserved such books,

records and files for the audit period. In addition, upon reasonable prior request, the CONSULTANT shall make available all such books, records and files for review and inspection by the AGENCY.

- (g) Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

"AGENCY"

"CONSULTANT"

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

City State Zip

() _____
Telephone Number

Social Security/Tax ID No.

Date: _____

Date: _____

Date of Governing Board's Approval: _____

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles / Susan Weiss
Subject: Renewal of Agreement for Nutrition Education Services

RECOMMENDATION # 16-17-02/C12

Summary

This is an annual renewal of the agreement for the 2016-17 school year with Sue Peak, R.D. to plan and implement nutrition education activities at school sites, including, but not limited to; Classroom nutrition education, Staff meeting (teacher) presentations, Resources and support for Nutrition Advisory Councils, and scheduled special events., Compensation is at the rate of \$30.00 per hour, not to exceed \$9,000 annually. Mrs. Peak has provided similar services for the Agency for over 10 years.

Financial Impact

Not to exceed \$9,000.00 for the year.

Recommended Action:

Approve item as presented.

**SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY
25210 ANZA DRIVE
SANTA CLARITA, CALIFORNIA 91355
(661) 295-1574**

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this **1st day of August, 2016** by and between the Santa Clarita Valley School Food Services Agency, a California Joint Powers Authority, hereinafter referred to as the "**AGENCY**", and Sue Peak, R.D., the "**CONSULTANT**".

WHEREAS, the **AGENCY** is in need of special administrative services and advice in the areas of nutrition education; and

WHEREAS, Government Code section 53060 authorizes the **AGENCY** to contract for special administrative services and advice if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the **CONSULTANT** is specially trained and experienced and competent to perform the special consulting services required by the **AGENCY**

NOW, THEREFORE, in consideration of the foregoing premises and upon the terms and conditions contained hereinafter, the parties agree as follows:

1. Services To Be Performed By Consultant.

- (a) The **CONSULTANT** will serve as a resource by consulting with and assisting the **AGENCY** personnel to plan and implement nutrition education activities at school sites, including, but not limited to; Classroom nutrition education, Staff meeting (teacher) presentations, Resources and support for Nutrition Advisory Councils, and scheduled special events.,
- (b) The services **CONSULTANT** shall render under this Agreement will supplement and not replace the assistance given by the State of California and Los Angeles County.
- (c) The **CONSULTANT** may, at **CONSULTANT's** own expense, employ such assistants as the **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement.
- (d) The **CONSULTANT** is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the **AGENCY** and **CONSULTANT** or any of the **CONSULTANT's** agents or employees. The **CONSULTANT** assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. The **CONSULTANT**, its agents and employees, shall not be entitled to any rights and/or privileges of the **AGENCY's** employees and shall not be considered in any manner to be the **AGENCY's** employees.
- (e) If the **CONSULTANT** is a regular employee of a public entity, all services which the **CONSULTANT** renders under this Agreement will be performed at times other than the **CONSULTANT's** regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.

2. Compensation.

- (a) Except as otherwise provided in this Agreement, the **AGENCY** agrees to compensate the **CONSULTANT** for services rendered under this Agreement at the rate of **\$30.00** per hour for not more than **\$9,000** in any fiscal year unless approved by the governing board of the **AGENCY**
- (b) The **AGENCY** will pay no additional amount for travel or other expenses of the **CONSULTANT** under this Agreement unless specified below. However, supplies needed for nutrition education activities will be reimbursed with your monthly invoice.
- (c) The **CONSULTANT** shall submit monthly invoices in duplicate to the **AGENCY**. The **CONSULTANT** shall support each invoice with a monthly report detailing the services rendered to the **AGENCY** during the billing period. All supplies must have a receipt in order to be reimbursed.
- (d) All payments by the **AGENCY** shall be made in arrears, after the services have been rendered. Payment shall be made within thirty (30) days from the date that each monthly invoice is received and it is determined to be in reasonable agreement with the services rendered during the billing period.
- (e) The **AGENCY** will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide the **CONSULTANT** with a statement of earnings at the end of each calendar year. The **CONSULTANT** is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

3. Term of Agreement.

The initial term of this Agreement is from **August 1, 2016, through, June 30, 2017**, unless sooner terminated pursuant to the provisions of Section 6 of this Agreement (or extended to provide Agency requested services). The **AGENCY** and the **CONSULTANT** may mutually agree in writing to extend the initial term of this Agreement, provided that the initial term and any additional term(s) do not exceed five (5) years in the aggregate.

4. Obligations of Consultant.

- (a) During the term of this Agreement, the **CONSULTANT** agrees to diligently and timely perform the services specified in Section 1 above.
- (b) The **CONSULTANT** will provide all materials, tools, and instrumentalities required to perform the services under this Agreement.
- (c) At all times during the term of this Agreement, the **CONSULTANT** agrees to provide workers' compensation insurance for the **CONSULTANT's** employees and agents as required by law. The **CONSULTANT** shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- (d) The **CONSULTANT** shall indemnify, pay for the defense of, and hold harmless the **AGENCY** and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the **CONSULTANT's** negligent or willful acts and/or omissions in rendering any services hereunder. The **CONSULTANT** shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning the **CONSULTANT** or any employee and shall further indemnify, pay for the defense of, and hold harmless the **AGENCY** of and from any such payment or liability arising out of or in any manner connected with the **CONSULTANT's** performance under this Agreement.
- (e) Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the **CONSULTANT** without the prior written consent of the **AGENCY**.

5. Obligations of the Agency.

The **AGENCY** agrees to comply with all reasonable requests by the **CONSULTANT** and to provide access to all documents reasonably necessary for the performance of the **CONSULTANT's** duties under this Agreement.

6. Termination of Agreement.

- (a) Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.
- (b) Should the **CONSULTANT** default in the performance of this Agreement or breach any of its provisions, the **AGENCY** may terminate this Agreement by giving written notification to the **CONSULTANT**.
- (c) If at any time during the performance of this Agreement the **AGENCY** determines, in its sole discretion, to suspend indefinitely or abandon the services under this Agreement, the **AGENCY** shall have the right to terminate the performance of the **CONSULTANT's** services hereunder by giving 10 days written notification to the **CONSULTANT** of its intention to terminate. Should the **CONSULTANT** choose to terminate service to the **AGENCY**, Consultant shall give 10 days written notification of its intent to terminate.
- (d) In the event that the **AGENCY** terminates this Agreement under paragraph (b) or (c) of this Section, the **CONSULTANT** shall only be paid for those services rendered to the date of termination.

7. General Provisions.

- (a) Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, or by registered or certified mail, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for the **AGENCY** and the **CONSULTANT**. The foregoing addresses may be changed by written notice to the other party as provided herein.
- (b) The **AGENCY** and the **CONSULTANT** mutually agree that for copyright purposes, any written material or any copyrightable work of any nature created by the **CONSULTANT** pursuant to this Agreement shall be considered a "work made for hire" and the **AGENCY** the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that the **AGENCY** shall own all of the rights comprised in the copyright of said written material or copyrightable work.
- (c) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by the **CONSULTANT** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties.
- (d) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- (e) This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- (f) Pursuant to and in accordance with the provisions of Government Code Section 10532, or any amendments thereto, all books, records and files of the **AGENCY, CONSULTANT**, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the Office of The Auditor General of the State of California for a period of three (3) years after final payment is made under this Agreement. The **CONSULTANT** shall preserve and cause to be preserved such books,

records and files for the audit period. In addition, upon reasonable prior request, the **CONSULTANT** shall make available all such books, records and files for review and inspection by the **AGENCY**.

- (g) Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

"AGENCY"

"CONSULTANT"

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

City State Zip

() _____
Telephone Number

On File
Social Security/Tax ID No.

Date: _____

Date: _____

Date of Governing Board's Approval: _____

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles / Susan Weiss
Subject: Financial Report – 2015/2016 SY

REPORT #16-17-02/CC1

Summary:

We closed the 2015-2016 SY with **\$191,307** in the black. Last year's 2014/15 figure was **(\$-385,423)** in the red. Our Net Ordinary Income (*before Direct Cost Reimbursements*) was **\$691,307**; last year it was \$364,577.

Our balance (Treasury and Union Bank) as of **6/30/2016** was **\$1,277,559**. Last year our balance as of 6/30/2015 was \$1,043,679.

Points of interest:

- YTD income was \$8,610,482 – *down* by **(\$-71,095)** from last year's \$8,681,577.
- YTD Salaries were \$3,423,982 (39.77% of income) – last year it was \$3,538,851 (40.76% of income).
- YTD Benefits were \$1,337,996 (15.54% of income) – last year it was \$1,332,070 (15.34% of income).
- YTD Food and Supplies was \$2,521,699 (29.29% of income) – last year it was \$2,887,763 (33.26% of income).
- YTD Expenses (excluding Salaries & Benefits and Food & Supplies) was \$635,499 – 7.38% of income; last year it was \$558,316 – 6.43% of income

Additional Points of Interest for 2015/2016 vs 2014/2015:

- The Agency paid \$500,000 in Direct Cost (DC) Reimbursements to member districts in 2015/2016. The Agency paid \$750,000 in DC reimbursements in 2014/2015.
- Member districts' enrollment was *down* by **803** students (excluding preschoolers) over 2014/2015
- Income was **101.31%** of budget; Expenses were **96.10%** of budget
- The Agency's Supper Program (CACFP) increased our revenue by \$123,194 for 2015/2016
- We lowered the Agency's "Total Expenses" (excluding \$121,840 for the roof) by **\$519,665** over 2014/2015.

Santa Clarita Valley School Food Services Agency
YEAR END - PROFIT LOSS
JULY 2015--JUNE 2016

	Jul '15 - June '16	Jul '14-June '15	Difference in \$	% of Income '16	% of Income '15	2015-2016 Approved Budget	% TD
Ordinary Income/Expense							
Income							
Total Cash Over/Shortage	\$1,733	\$1,061	\$672	0.02%	0.01%	\$0.00	0.00%
Total Interest Earned	\$10,125	\$8,736	\$1,388	0.12%	0.10%	\$7,500	135.00%
Total Federal Income	\$5,019,020	\$5,058,086	(\$39,066)	58.29%	58.26%	\$4,913,562	102.15%
Champs. For Healthy Kids-GRANT	\$20,000	\$0	\$20,000	0.23%	0.00%	\$20,000	0.00%
Supper Program (CACFP)	\$123,194	\$13,430	\$109,765	1.43%	25.90%	\$126,000	97.77%
Total Local Sales	\$2,686,995	\$2,833,054	(\$146,059)	31.21%	32.63%	\$2,663,638	100.88%
Total Miscellaneous Income	\$354,207	\$341,338	\$12,868	4.11%	3.93%	\$370,000	95.73%
Total State Income	\$395,207	\$425,871	(\$30,663)	4.59%	4.91%	\$398,695	99.13%
Total Income	\$8,610,482	\$8,681,577	(\$71,095)	98.57%	99.85%	\$8,499,395	101.31%
Expense							
Total Food & Food Supplies	\$2,521,699	\$2,887,763	(\$366,063)	29.29%	33.26%	\$2,495,213	101.06%
Total Insurance/Contract Services	\$129,418	\$137,145	(\$7,727)	1.50%	1.58%	\$128,563	100.66%
Total Operating Expense	\$270,292	\$295,058	(\$24,766)	3.14%	3.40%	\$315,650	85.63%
Total Utilities	\$99,923	\$107,929	(\$8,006)	1.16%	1.24%	\$115,201	86.74%
Total Expenses	\$3,021,332	\$3,427,894	(\$406,563)	35.09%	39.48%	\$3,054,627	98.91%
Total Direct Salaries	\$3,423,982	\$3,538,851	(\$114,869)	39.77%	40.76%	\$3,656,929	93.63%
Total Fringe Benefits	\$1,337,996	\$1,332,070	\$5,925	15.54%	15.34%	\$1,383,075	96.74%
Total Support Costs	\$4,761,977	\$4,870,921	(\$108,944)	55.30%	56.11%	\$5,040,004	94.48%
Capital Outlay/Bldg. Improv'ts/Vehicle Pymts	\$135,866	\$18,185	\$117,682	1.58%	0.21%	\$145,588	93.32%
Total Expense	\$7,919,175	\$8,317,000	(\$397,825)	91.97%	95.80%	\$8,240,219	96.10%
Net Ordinary Income	\$691,307	\$364,577	\$326,730	8.03%	4.20%	\$259,176	266.73%
DIRECT COST REIMBURSEMENTS	\$500,000	\$750,000	\$0	0	0	\$500,000	100.00%
Net Income	\$191,307	(\$385,423)	\$326,730	8.03%	4.20%	(\$240,824)	-79.44%
Beginning Fund Balance	\$1,708,824						
Ending Fund Balance	\$1,900,131						

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles/Jane Crawford
Subject: Participation Report - 2015/2016 SY Recap

REPORT #15-16-12-CC2

Summary: The 2015/2016 numbers were as follows:

Overall Participation*:

Overall participation for 2015/16 SY was 52.05% - (1.04%) down from 2014/15.

Lunch Participation:

The 2015/16 ADP* was 40.14% - (0.69%) down from the previous year. We served 10,093 lunches per day – 254 less than in 2014/15. We served 1,818,362 lunches – 44,156 less than 2014/15.

Breakfast Participation:

The 2015/16 participation was 17.04% - (0.82%) down from 2014/15. We averaged 4,285 breakfast meals per day-- 242 less breakfasts per day than 2014/15.

A la Carte:

The student spending on the A la Carte dropped to \$0.068 per day from \$0.092

Additional points of Interest for 2015/2016 vs 2014/2015:

- All numbers include pre-school data comparison for current and prior year
- Combined student enrollment is down by 198 students. Note: excluding preschoolers, student enrollment was down by 803 students
- Overall, 44,156 less lunches served, 11,177 less paid lunches, 13,677 less reduced lunches, 19,302 less free lunches) Note: excluding preschoolers, we served 75,242 less lunches—31,086 less than last year.
- Total Free & Reduced priced lunches served is 62.30%; last year we served 62.54% Free & Reduced

*ADP (Average Daily Participation): Total Meals Served/# of Operating Days

**Participation: ADP/Enrollment

YEAR END PARTICIPATION

14/15 versus 15/16 All

A la Carte and Overall	STUDENT SALES		STUDENT SALES per DAY		UNIT SALES per DAY		COMBINED PARTICIPATION		AVERAGE STUDENT SPENDING per DAY	
	14/15	15/16	14/15	15/16	14/15	15/16	14/15	15/16	14/15	15/16
	CASTAIC ELEMENTARY	\$2,224.66	\$1,187.30	\$12.36	\$6.67	204	212	41.48%	38.54%	\$0.025
CASTAIC MIDDLE	\$98,421.96	\$52,520.85	\$546.79	\$295.06	512	307	52.57%	50.69%	\$0.561	\$0.487
LIVE OAK	\$2,793.75	\$3,152.54	\$15.52	\$17.71	330	335	59.59%	53.77%	\$0.028	\$0.028
NORTHLAKE	\$9,518.00	\$7,985.05	\$52.88	\$44.86	333	336	54.12%	52.29%	\$0.086	\$0.070
CASTAIC DISTRICT	\$112,958.37	\$64,845.74	\$627.55	\$364.30	1,379	1,190	52.34%	49.14%	\$0.238	\$0.150
MCGRATH	\$3,888.07	\$6,913.77	\$21.60	\$38.41	734	728	93.90%	95.66%	\$0.028	\$0.050
MEADOWS	\$2,702.60	\$2,477.40	\$15.01	\$13.76	200	193	31.03%	29.01%	\$0.023	\$0.021
NEWHALL	\$8,446.64	\$7,849.62	\$46.93	\$43.61	673	723	89.95%	95.33%	\$0.063	\$0.058
OLD ORCHARD	\$4,521.62	\$3,916.72	\$25.12	\$21.76	313	300	65.72%	61.40%	\$0.053	\$0.045
PEACHLAND	\$3,915.03	\$1,756.33	\$21.75	\$9.76	393	352	73.13%	69.84%	\$0.041	\$0.019
STEVENSON RANCH	\$6,822.70	\$7,938.69	\$37.90	\$44.10	282	283	35.01%	34.78%	\$0.047	\$0.054
PICO	\$10,019.03	\$7,413.50	\$55.66	\$41.19	348	320	35.44%	33.06%	\$0.057	\$0.043
VALENCIA VALLEY	\$2,151.61	\$914.46	\$11.95	\$5.08	217	182	31.25%	25.97%	\$0.017	\$0.007
WILEY CANYON	\$3,798.55	\$3,295.85	\$21.10	\$18.31	561	530	80.66%	82.48%	\$0.030	\$0.028
OAK HILL	\$7,230.80	\$5,609.85	\$40.17	\$31.17	210	217	34.62%	36.71%	\$0.066	\$0.053
NEWHALL DISTRICT	\$53,496.65	\$48,086.19	\$297.20	\$267.15	3,932	3,827	56.39%	55.54%	\$0.043	\$0.039
BRIDGEPORT	\$21,825.30	\$16,833.24	\$121.25	\$93.00	391	341	40.55%	36.35%	\$0.126	\$0.099
CEDARCREEK	\$16,909.73	\$11,890.30	\$93.94	\$65.69	584	542	102.53%	98.80%	\$0.165	\$0.120
EMBLEM	\$3,986.45	\$267.41	\$22.15	\$1.48	199	189	28.76%	26.43%	\$0.032	\$0.002
FOSTER	\$12,058.62	\$6,751.18	\$66.99	\$37.30	225	203	36.58%	33.62%	\$0.109	\$0.062
HELMERS	\$15,748.05	\$15,648.80	\$87.49	\$86.46	259	264	35.03%	34.87%	\$0.118	\$0.114
HIGHLANDS	\$2,337.62	\$122.03	\$12.99	\$0.67	217	187	49.77%	43.47%	\$0.030	\$0.002
MOUNTAINVIEW	\$10,556.16	\$7,095.06	\$58.65	\$39.20	190	160	24.13%	20.50%	\$0.074	\$0.050
NORTHPARK	\$13,620.68	\$7,451.46	\$75.67	\$41.17	281	250	36.25%	33.38%	\$0.098	\$0.055
PLUM CANYON	\$14,753.52	\$13,676.62	\$81.96	\$75.56	220	224	33.93%	32.60%	\$0.126	\$0.110
RIO VISTA	\$8,183.16	\$5,313.75	\$45.46	\$29.36	521	506	80.18%	75.84%	\$0.070	\$0.044
ROSEDELL	\$9,547.00	\$5,386.69	\$53.04	\$29.76	329	287	44.72%	36.72%	\$0.072	\$0.038
SANTA CLARITA	\$8,389.29	\$8,992.28	\$46.61	\$49.68	201	201	43.55%	47.17%	\$0.101	\$0.116
SKYBLUE MESA	\$9,022.15	\$7,507.14	\$50.12	\$41.48	333	296	62.62%	57.49%	\$0.094	\$0.081
TESORO	\$4,030.90	\$3,196.35	\$22.39	\$17.66	243	252	38.13%	39.69%	\$0.035	\$0.028
WEST CREEK ACADEMY	\$10,537.95	\$728.40	\$58.54	\$4.02	316	309	39.76%	32.67%	\$0.074	\$0.004
SAUGUS DISTRICT	\$161,506.58	\$110,860.71	\$897.26	\$612.49	4,193	4,211	41.77%	41.37%	\$0.089	\$0.060
CANYON SPRINGS	\$11,437.30	\$13,801.55	\$63.54	\$76.68	635	597	97.69%	95.52%	\$0.098	\$0.123
FAIR OAKS RANCH	\$14,489.50	\$14,914.97	\$80.50	\$82.86	572	578	62.16%	59.98%	\$0.087	\$0.086
LEONA COX	\$9,655.45	\$8,210.85	\$53.64	\$45.62	431	415	71.44%	71.23%	\$0.089	\$0.078
MINT CANYON	\$10,208.30	\$4,435.75	\$56.71	\$24.64	494	452	86.78%	83.79%	\$0.100	\$0.046
MITCHELL	\$7,791.44	\$7,865.95	\$43.29	\$43.70	435	437	69.94%	69.32%	\$0.070	\$0.069
PINETREE	\$1,648.56	\$906.09	\$9.16	\$5.03	283	282	49.91%	51.41%	\$0.016	\$0.009
SULPHUR SPRINGS	\$10,911.82	\$12,133.41	\$60.62	\$67.41	351	358	55.29%	56.23%	\$0.095	\$0.106
VALLEY VIEW	\$13,830.75	\$12,506.04	\$76.84	\$69.48	500	481	84.25%	85.87%	\$0.129	\$0.124
GOLDEN OAK	\$9,896.25	\$8,485.24	\$54.98	\$47.14	250	261	46.43%	45.93%	\$0.102	\$0.083
SULPH.SP.R.DISTRICT	\$89,869.37	\$83,259.85	\$499.27	\$462.55	3,951	3,861	69.33%	68.28%	\$0.088	\$0.082
DISTRICTS TOTAL	\$417,830.97	\$307,052.49	\$2,321.28	\$1,706.49	13,455	13,089	53.09%	52.05%	\$0.092	\$0.068

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles
Subject: CSBA Revision to BP 3553 Free and Reduced Price Meals –
First Reading

INFORMATION # 16-17-02/CC3

Summary

The California School Board Association (CSBA) recommends the following minor change in Board Policy BP 3553 to delete references to sharing free and reduced-price meal records for the purposes of determining eligibility of students in Title I program improvement schools for school choice and supplemental educational services, as those requirements were eliminated in the Every Student Succeeds Act (P.L. 114-95), and instead authorize the use of those records to determine eligibility for alternative supports offered in accordance with the CDE's transition plan.

This item is for discussion only at this time. The second and final reading will be considered for approval at the September 20, 2016, Board of Directors meeting.

Financial Impact

None.

Recommended Action:

For information and discussion only – no action required.

Business and Noninstructional Operations

BP 3553(a)

FREE AND REDUCED PRICE MEALS

The Board of Directors recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Chief Executive Officer (CEO) or designee shall facilitate and encourage the participation of member districts' students from low-income families in the Santa Clarita Valley School Food Services Agency's (SCVSFSA) food service program.

(cf. 3551 - Food Service Operations/Cafeteria Fund)

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6177 - Summer School)

SCVSFSA shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

The CEO or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

(cf. 3550 - Food Service/Child Nutrition Program)

The Board shall approve, and shall submit to the California Department of Education for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 3555 - Nutrition Program Compliance)

(cf. 5145.3 - Nondiscrimination/Harassment)

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meals program shall be confidential except as provided by law **and authorized by the Board or pursuant to a court order.** (Education Code 49558)

The Board authorizes designated employees to release to member districts' authorized employees, individual records pertaining to student eligibility for the free and reduced-price meals program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data

(cf. 6162.51 – State Academic Achievement Tests)

FREE AND REDUCED PRICE MEALS (continued)**2. Identification of students eligible for alternative supports in any school identified as a Title I program improvement school.****(cf. 0520.2 – Title I Program improvement Schools)****(cf. 6171 – Title I Programs)**

If a student transfers from a member district of SCVSFSA to another district or to a private school, the CEO or designee may release the student's eligibility status or a copy of his/her free and reduced-price meal application to the other district or school to assist in the continuation of the student's meal benefits.

~~The Board authorizes designated employees to release to member districts' authorized employees, individual records pertaining to student eligibility for the free and reduced-price meals program, for the purposes of: (Education Code 49558)~~

- ~~1. — Disaggregation of academic achievement data~~
- ~~2. — In any school identified as a Title I program improvement school pursuant to 20 USC 6316, identification of students eligible for school choice and supplemental educational services~~

~~*(cf. 0520.2 - Title I Program Improvement Schools)*~~~~*(cf. 5125 - Student Records)*~~~~*(cf. 6162.51 - Standardized Testing and Reporting Program)*~~~~*(cf. 6171 - Title I Programs)*~~

The CEO or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. (Education Code 49558)

The ~~Board further authorizes the~~ **CEO or designee may** release of information on the school lunch program application to the local agency that determines **eligibility for participation in the** Medi-Cal program ~~eligibility, provided that if~~ the student **has been** is approved for free meals **or, if included in the agreement with the local agency, for reduced-price meals.** **He/she may also release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's and the** parent/guardian consents to the sharing of information **and the agency has entered into a memorandum of understanding with the local agency which, at a minimum includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for the purposes of determining eligibility for that BP**

3553(c)

FREE AND REDUCED PRICE MEALS (continued)

program, no further information shall be shared unless otherwise authorized by law. in accordance with (Education Code 49557.2, **49557.3, 49558**)

(cf. 5141.6 - School Health Services)

*Legal Reference:*EDUCATION CODE

48980 Notice at beginning of term

49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001

49490-49494 School breakfast and lunch programs

49500-49505 School meals

49510-49520 Nutrition

49530-49536 Child Nutrition Act of 1974

49547-49548.3 Comprehensive nutrition service

49550-49562 Meals for needy students

CODE OF REGULATIONS, TITLE 5

15510 Mandatory meals for needy students

15530-15535 Nutrition education

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 20

1232g Federal Educational Rights and Privacy Act

6301-6514 Title I programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch program

1771-1791 Child nutrition, especially:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.10-220.21 National School Breakfast Program

245.1-245.13 Determination of eligibility for free and reduced-price meals and free milk

WELFARE AND INSTITUTIONS CODE**14005.41 Basic Health Care***Management Resources:*CSBA PUBLICATIONS

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS

NSD SNP-12-2015 updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, July 2015

USDA-SNP-07-2010 Change in Free and Reduced-Price Meal Application Approval Process, September 2010

NSD-SNP-12-2010 Clarification Regarding the Ability to Share Student Meal Program Eligibility Information Between School Food Authorities, April 2010

04-103 Implementation of Final Rule on Verification of Applications for Free and Reduced-Price Meals, August 2004

98-101 Confidentiality of Free and Reduced-Price Eligibility Information, February 1998

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Feed More Kids, Improve Program Participation

Direct Certification Implementation Checklist, May 2008

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Eligibility Manual for School Meals: Federal Policy for Determining and Verifying Eligibility, January 2008-July 2015

Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002

FREE AND REDUCED PRICE MEALS (continued)

Legal Reference (continued):

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

Policy

SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY

adopted: March 27, 2012

Valencia, California

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles
Subject: CSBA Revision to AR 3553 Free and Reduced Price Meals –
First Reading

INFORMATION # 16-17-02/CC4

Summary

The California School Board Association (CSBA) recommends the following minor change in Board Policy AR 3553 to reflect changes in Education Code 49557, as amended by SB 708 (Ch. 390, Statutes of 2015), that authorizes districts to make the application for free or reduced-price meals available online. Online application must comply with specific requirements, including the provision of clear instructions for families that are homeless or are migrants.

This item is for discussion only at this time. The second and final reading will be considered for approval at the September 20, 2016, Board of Directors meeting.

Financial Impact

None.

Recommended Action:

For information and discussion only – no action required.

Business and Noninstructional Operations

AR 3553(a)

FREE AND REDUCED PRICE MEALS**Applications**

The Chief Executive Officer (CEO) or designee shall ensure that the Santa Clarita Valley School Food Services Agency's (SCVSFSA) application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. In addition, the application packet may include the notifications and information listed in Education Code 49557.2.

The application form and related information shall be distributed to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3552 - Summer Meal Program)
(cf. 5145.6 - Parental Notifications)

In addition, the agency application form for free and reduced-price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

The An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the CEO or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers contemplating large layoffs in the member districts' attendance area. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

(cf. 1112 - Media Relations)

Eligibility

The CEO or designee shall determine students' eligibility for the free and reduced-price meals program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

When authorized by law, participants in other federal or state programs may be directly certified, without further application, for enrollment in the free and reduced-price meals program. (Education Code 49561; 42 USC 1758)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)
 (cf. 6175 - Migrant Education Program)

AR 3553(b)

FREE AND REDUCED PRICE MEALS (continued)

Verification of Eligibility

Not later than November 15 of each year, the CEO or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the CEO or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the CEO or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the CEO or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file the reasons for ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Confidentiality/Release of Records

In releasing student records for the purposes, specified in Board policy the following conditions shall be satisfied: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meals program shall be maintained in the permanent records of any student if not otherwise allowed by law.

AR 3553(c)

FREE AND REDUCED PRICE MEALS (continued)

(cf. 5125 - Student Records)

2. Information regarding individual student participation in the free and reduced-price meals program shall not be publicly released.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

3. All other confidentiality provisions required by law shall be met.
4. Information collected regarding individual students certified to participate in the free and reduced-price meals program shall be destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

SCVSFSA's plan for students receiving free or reduced-price meals shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or for milk.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 3555 - Nutrition Program Compliance)

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)

Prices

The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)

Regulation **SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY**
approved: March 27, 2012 Valencia, California

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles
Subject: CSBA Revision to AR 3550(a) Food Service/Child Nutrition Program - First Reading

INFORMATION # 16-17-02/CC5

Summary

The California School Board Association (CSBA) recommends the following minor change in Administrative Regulation AR 3550(a) :

Revise Item #1 to delete legal citation to 7 CFR 220.23, which has been superseded by the requirements in 7 CFR 220.8 effective July 1, 2013.

This item is for discussion only at this time. The second and final reading will be considered for approval at the September 20, 2016, Board of Directors meeting.

Financial Impact

None.

Recommended Action:

For information and discussion only – no action required.

Business and Noninstructional Operations

AR 3550(a)

FOOD SERVICE/CHILD NUTRITION PROGRAM**Nutrition Standards for School Meals**

Meals, food items and beverages provided through the Santa Clarita Valley School Food Services Agency's (SCVSFSA) food services program shall: (Education Code 49531, 49553; 42 USC 1758, 1773)

1. Comply with the National School Lunch and Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8, ~~or 220.23~~ as applicable.
2. Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7.

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3554 - Other Food Sales)

(cf. 5030 - Student Wellness)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

Drinking Water

SCVSFSA shall ensure that district schools provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

Food Safety

The Chief Executive Officer (CEO) or designee shall ensure that SCVSFSA's food service program meets the applicable sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

For all schools participating in the National School Lunch and/or School Breakfast Program, the CEO or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. SCVSFSA's HACCP plan shall include, but not be limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

The CEO or designee shall provide ongoing staff development on food safety to food service managers and employees. Each new employee, including a substitute, or volunteer shall complete initial food safety training prior to handling food. The CEO or designee shall document the date, trainer, and subject of each training.

(cf. 4231 - Staff Development)

AR 3550(b)

FOOD SERVICE/CHILD NUTRITION PROGRAM (continued)

The CEO or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

Inspection of Food Facilities

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The CEO or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles
Subject: CSBA Revision to BP 3555 Nutrition Program Compliance –
First Reading

INFORMATION # 16-17-02/CC6

Summary

The California School Board Association (CSBA) recommends the following changes in Board Policy BP 3555, updated to clarify that, although state and federal law prohibit discrimination in child nutrition programs for all protected categories, the CDE and U.S. Department of Agriculture (USDA) only investigate complaints of discrimination based on race, color, national origin, sex, age, and disability. Responsibilities of the agency's civil rights coordinator have also been reorganized and expanded to reflect the CDE's guidebook as updated in November 2015. Addresses where complaints may be submitted are updated. The nondiscrimination statement required to be printed on program documents, publications, and web sites, is also updated to reflect the USDA's 2015 statement.

This item is for discussion only at this time. The second and final reading will be considered for approval at the September 20, 2016, Board of Directors meeting.

Financial Impact

None.

Recommended Action:

For information and discussion only – no action required.

Business and Noninstructional Operations

BP 3555(a)

NUTRITION PROGRAM COMPLIANCE

The Board of Directors recognizes the Santa Clarita Valley School Food Services Agency's (SCVSFSA) responsibility to comply with state and federal nondiscrimination laws as they apply to nutrition programs. SCVSFSA shall not deny any individual the benefits or service of any nutrition program or discriminate against him/her **on any basis prohibited by law, because of his/her race, color, national origin, gender, sex, sexual orientation, disability, or any other basis prohibited by law, in its implementation of such a program.**

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5030 - Student Wellness)

Coordinator

The Board designates the compliance officer specified in AR 1312.3 - Uniform Complaint Procedures as ~~coordinator of SCVSFSA's~~ **civil rights coordinator to ensure compliance with the laws governing its nutrition programs** ~~efforts to comply with the laws governing its nutrition programs~~ and to investigate any related complaints. ~~Any complaint concerning SCVSFSA's nutrition programs shall be investigated using the process identified in the section entitled "Procedures" in the SCVSFSA's AR 1312.3 - Uniform Complaint Procedures.~~

(cf. 1312.3 - Uniform Complaint Procedures)

The responsibilities of the compliance officer/coordinator include, but are not limited to:

- 1. Providing the name of the civil rights coordinator to the California Department of Education and other interested parties,**
- 2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff. The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.**
- 3. Sending a public release announcing the availability of child nutrition programs and/or changes in the program to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants.**
- 4. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notification" below.**

BP 3555(b)

NUTRITION PROGRAM COMPLIANCE (continued)

5. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency.

6. Ensuring that every part of the facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities.

7. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet.

(cf. 5141.27 – Food Allergies/Special Dietary Needs)

8. Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a compliant log and working with the appropriate person to resolve any complaint.

9. Encouraging member districts to develop methods, which preferably use self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants.

~~The coordinator shall provide training on the laws, regulations, procedures, and directives related to SCVSFSA's nutrition programs to SCVSFSA employees involved in administering them. The coordinator also shall develop procedures and systems that do not restrict the participation of individuals in SCVSFSA's nutrition programs, based on their race, ethnicity, or disability, and that prevent SCVSFSA employees from incorrectly denying the applications for participation submitted by such individuals.~~

~~The coordinator shall develop and maintain a system for collecting racial and ethnic data of participants in the SCVSFSA's nutrition programs and shall, at least annually, report to the Board on whether SCVSFSA's nutrition programs are effectively reaching eligible individuals and whether and where additional outreach may be needed.~~

~~(cf. 5022 - Students and Family Privacy Rights)~~

~~(cf. 5125 - Student Records)~~

~~When a significant number of participants or potential participants in SCVSFSA's nutrition programs are only non-English speakers, the coordinator shall make an appropriate language translation available.~~

~~(cf. 5020 - Parent Rights and Responsibilities)~~

~~(cf. 6020 - Parent Involvement)~~

~~(cf. 6174 - English Language Learners)~~

BP 3555(b)

NUTRITION PROGRAM COMPLIANCE (continued)

~~The coordinator also shall ensure that SCVSFSA's nutrition programs accommodate the special dietary needs of any individual with a disability who has on file a medical statement that restricts his/her diet because of his/her disability. Peanut free zones are set up by the school site and it changes annually.~~

~~(cf. 5141.27 - Food Allergies/Special Dietary Needs)
(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)~~

Notifications

The coordinator shall ensure that the U.S. Department of Agriculture's "And Justice for All" or other approved Nutrition Programs Civil Rights posters are displayed in areas visible to SCVSFSA's nutrition program participants, such as food service areas and school offices.

Annually, the coordinator shall notify the public, all program applicants, participants, and potentially eligible persons ~~all students, parents/guardians, and SCVSFSA employees~~ of their program rights and responsibilities and steps necessary for participation. Applicants, participants, and the public shall also be advised of their right to requirements and the procedures for filing a complaint, the complaint procedures, and that a complaint may be filed anonymously or by a third party through the SCVSFSA's usual means of notification.

~~(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)~~

In addition, all forms of communication available to the public regarding program availability shall contain, ~~the coordinator shall ensure that every informational release, publication, or poster concerning SCVSFSA's nutrition programs and/or activities includes~~, in a prominent location, the following statement:

"In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and this institutions participating in or administering USDA programs are is prohibited from discriminating ~~on the basis of~~ based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted by the USDA ~~religion, political beliefs, or disability. In addition, California law prohibits discrimination on any basis identified in Government Code 12940.~~

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.

BP 3555(b)

NUTRITION PROGRAM COMPLIANCE (continued)

Additionally, program information may be made available in languages other than English.

To file a complaint of discrimination, **complete the USDA Program Discrimination Complaint Form (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, and write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:**

(1) Mail: U.S. Department of Agriculture

~~write USDA, Director,~~ Office of **the Assistant Secretary for** Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410 ~~or call (800) 795-3272 (voice) or (202) 720-6382 (TTY).~~

(2) Fax: (202) 690-7742, or

(3) Email: program.intake@usda.gov

This institution ~~USDA~~ is an equal opportunity provider and employer."

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude menus. The nondiscrimination statement need not be included on every page of program information on the agency's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, stating However, if the document is no more than one page and there is no room to print the full nondiscrimination statement, SCVSFSA may instead use the statement "This institution is an equal opportunity provider" my be used on pamphlets, brochiures, and flyers in the same print size as the rest of the text.

Complaints

Any complaint concerning SCVSFSA's nutrition programs shall be investigated using the process identified in AR 1312.5 – Uniform Complaint Procedures.

When a complaint **alleging discrimination on the basis of race, color, national origin, sex, age, or disability** is unresolved at SCVSFSA's level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:

BP 3555(c)

NUTRITION PROGRAM COMPLIANCE (continued)

1. Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room **1500 4503**, Sacramento, CA 95814-2342 or call 916-~~445-0850~~ **323-8531** or 800-952-5609
2. ~~Office of Civil Rights, USDA, Western Region, 90 Seventh Street, Suite 10-100, San Francisco, CA 94103 or call 415-705-1336 or fax 415-705-1364 or email Joe.Torres@fns.usda.gov~~
3. US Department of Agriculture, Director, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call ~~800-795-3272 or 202-720-6382 (TTY)~~ **(866) 632-9992, (800) 877-8339 (Federal Relay Service – English), (800) 845-6136 (Federal Relay Service – Spanish), fax (202) 690-7442, or email program.intake@usda.gov.**

*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

49060-49079 Student records

49490-49590 Child nutrition programs

PENAL CODE~~422.55 Definition of hate crime~~

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 7**210.23 National School Lunch Program, district responsibilities****215.7 Special Milk Program, requirements for participation****215.14 Special Milk Program, nondiscrimination****220.7 School Breakfast Program, requirements for participation****225.3 Summer Food Service Program, administration****225.7 Summer Food Service Program, program monitoring**CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

*Legal Reference (continued):*CODE OF FEDERAL REGULATIONS, TITLE 34100.1-100.13 *Nondiscrimination in federal programs, effectuating Title VI*104.1-104.39 *Section 504 of the Rehabilitation Act of 1973*106.1-106.61 *Discrimination on the basis of sex, effectuating Title IX, especially:*106.9 *Dissemination of policy**Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION, NUTRITION SERVICES DIVISION
PUBLICATIONS*Civil Rights and Complaint Procedures for Child Nutrition Programs, ~~March 2010~~ rev. November 2015*U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE PUBLICATIONS*Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005*U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS*~~Protecting Students from Harassment and Hate Crime, January 1999~~**Notice of Non-Discrimination, January 1999 August 2010*WEB SITESCalifornia Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>U.S. Department of Agriculture, Food and Nutrition Services: <http://www.fns.usda.gov>U.S. Department of Agriculture, Office for Civil Rights: <http://www.ascr.usda.gov>U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

Policy	SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY	Valencia, California
adopted: March 27, 2012		

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles
Subject: Super Co-Op Report

REPORT # 16-17-02/CC7

Summary

The Super Co-Op Governing Council met on June 23 to discuss the following:

- White/dark chicken meat imbalance – the Co-Op will revert to individual district balances for large bird processors (Tyson and Pilgrim’s Pride); excess dark meat balances will be shared out to member districts. An email was sent to Member Districts on August 2, explaining the decision.
- Updates were made to the Governing Rules, including
 - The Lead Agency shall be reimbursed with payment of 25% of the total cost of the compensation of the designated individual(s) managing the Co-Op business, not to exceed \$40,000 annually.
 - New member districts will now pay 0.4% of their annual entitlement, instead of the former ADP calculation, which is obsolete.
 - A minimum reserve of 15% shall be maintained in the membership fee account to ensure adequate cash flow to enable prompt payment of state administrative fees and other expenses.
 - The special assessment limit was increased from 0.01% to 0.1% of Member District entitlement.
 - Budget for Membership Fee Fund was approved including \$25,000 for member education.
- It was decided that districts will be asked to “apply” for membership in the Super Co-Op in future years rather than accepting all districts that make a request. A new member packet has been developed with a one page application form due to the co-op by November 25, which will be considered at the November 30 council meeting. This will allow time to notify interested districts prior to the State’s December 10th deadline to change USDA Foods delivery methods.
- Governing Council members will have the option of being reimbursed for travel expenses to attend council meetings.
- Reengineering & Strategic Planning – The future of Super Co-Op
 - Continued discussion from previous meeting, where a Plus/Delta process was used to identify organizational strengths and weaknesses. Major “risks” to the co-op were identified. A strategic plan will be crafted this fall.

- The following risks were identified:
 - ✓ Unengaged members
 - ✓ Lack of education opportunities
 - ✓ Poor distributor accountability
 - ✓ Direct Delivery storage – stale product
 - ✓ Procurement regulations
 - ✓ Direct ship reporting
 - ✓ Manufacturer accountability
 - ✓ White/dark chicken meat growing imbalance
 - ✓ Co-Op sustainability
 - ✓ What we don't know
- Regional group meetings are being planned for Food Shows dates in 2017.
- Processor/distributor meetings will be held prior to the 2017 Food Shows to communicate important program information.
- Handbook updates were made and published to the Super Co-Op website in July.
- A conference call was held on July 27 with Tyson representatives and California Department of Education Food Distribution Program staff to discuss the white/dark chicken meat imbalance issue. State staff is concerned with the high balance of dark meat on hand at the close of SY2015-16. The plan to use individual member district balances was discussed, assurance from Tyson sales staff to provide options for dark meat use, and contacting member districts to encourage dark meat use. A written plan was sent to Food Distribution staff the following week and no response has been received to date.

On June 30, all white meat pounds had been depleted and 424,854 pounds of dark meat was remaining at Pilgrim's Pride, and 1,962,060 pounds at Tyson.

Beginning balances for 2016-17 with the excess dark meat are:

2016-17 Balances	White Meat (Pounds)	%	Dark Meat (Pounds)	%
Pilgrim's	630,000	37.4%	1,054,854	62.6%
Tyson	4,104,000	46.6%	4,698,060	53.4%

Member districts were notified that if dark meat pounds were not utilized in appropriate percentages, additional white meat pounds would not be made available.

Financial Impact

\$40,000 additional income for the Agency for SY2016-17 as remuneration for Co-Op Lead Agency.

Recommended Action

For information only – no action required.

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles
Subject: Retirement Resolution #08-1617 – Dr. Christine Hamlin

RECOMMENDATION # 16-17-02/A1

Summary

Dr. Christine Hamlin, a member of the Agency Board of Directors since September 2011, has announced her intent to retire from Saugus Union School District next month. Dr. Hamlin exemplifies 'excellence in elementary education', inspires all to reach higher to ensure academic and personal success for every child and truly lives the Saugus USD corevalues of integrity, respect, teamwork, learning, and enthusiasm. She is the consummate professional in all that she does and leaves a legacy of high expectation, growth mindset, and academic optimism. The Agency Board is pleased to offer this Resolution honoring her service to the children of the Santa Clarita Valley.

Financial Impact

None.

Recommended Action:

Approve item as presented.

Santa Clarita Valley School Food Services Agency

Resolution #08-1617

Whereas, **Dr. Christine Hamlin** served as a Member of the Board of Directors for the Santa Clarita Valley School Food Services Agency for five years; and served as the Clerk of the Board of Directors for two of those years; and

Whereas, **Dr. Hamlin** has served the Saugus Union School District for a total of twenty-one years; as the Assistant Superintendent, Curriculum and Instruction for the Saugus Union School District for over five years; and as Principal at Mountainview Elementary School for six years; and as Principal at Rosedell Elementary School for two years; and as Assistant Principal at Cedar creek Elementary School for two years; and as an Elementary School Teacher at Mountainview Elementary School for six years; and

Whereas, **Dr. Hamlin** has faithfully supported the Santa Clarita Valley School Food Services Agency, a non-profit public school entity that provides cost-effective and nutritionally sound high-quality breakfasts, lunches, and snacks to the students in the Santa Clarita Valley; and

Whereas, **Dr. Hamlin** positively impacted over 26,000 students annually, at schools participating in those meal programs as a result of her support of the Santa Clarita Valley School Food Services Agency; and

Whereas, **Dr. Hamlin** has devoted herself to the best interests of the Agency, its employees, and the students of the Santa Clarita Valley; and

Whereas, **Dr. Hamlin** has deserved and received the respect and admiration of staff, administrators, and the community at large,

Now, therefore, be it resolved that the Board of Directors, on the occasion of her retirement commends **Dr. Christine Hamlin** for her many years of service and outstanding contribution to the students of the Saugus Union School District as well as to the students of other participating school districts in the Santa Clarita Valley. The Santa Clarita Valley School Food Services Agency thanks her for her dedicated service and extends to her their sincere best wishes for a successful retirement.

Adopted this 16th day of August 2016.

Ronna Wolcott, President
Board of Directors



Lynnelle Grumbles, CEO
SCVSFSA

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles / Susan Weiss
Subject: American Fidelity Contracts for Affordable Care Act (ACA)
Compliance – Tracking and Reporting Services

RECOMMENDATION # 16-17-02/A2

Summary:

The Affordable Care Act (ACA) requires employers to track hours worked or paid as well as health insurance information (including affordability) for each Agency employee to ensure individuals working 30 or more hours per week are offered health insurance. In addition, the ACA requires employers to report annually to the IRS, as well as to certain employees, information about employee health insurance. The Agency is not able to complete this work with existing staffing levels. In order to comply with this legal requirement, it is recommended that the Board of Directors approve the attached American Fidelity Contracts for ACA Compliance: Time and Eligibility Tracking (Tracking Service) and Employer Reporting (Reporting Service) which includes (1) the Statement of Work, (2) the Master Consulting Services Agreement, (3) the Business Associate Agreement, and (4) Addendum to Master Consulting Services Agreement. These contracts were reviewed by our Risk Services Consultant at ASCIP, who recommended several improvements to the original contracts including liability limitations, indemnification, legal jurisdiction, and insurance requirements. American Fidelity accepted most of the requested improvements, and Agency staff is satisfied with the contracts as presented.

Financial Impact:

\$ 2,450.00	Initial one time set-up fee
\$ 3,762.50	Total lookback period (Aug. 2014 – Aug. 2016) @ \$150.50/month (based on 215 employees @ \$0.70 per employee)
\$ 1,505.00	09/16/16 – 06/30/17 @ \$150.50/month (based on 215 employees)
\$ 245.00	Annual Employer Report Service (\$3.50 per employee - approx. 70 reportable)
<u>\$ 995.00</u>	Annual Reporting Service Fee
\$8,957.50	Total 2016/17 Budget Impact (approx.)

(continued)

Future Years:
\$3,050.00 per year (approx.)

These expenses were not included in the approved SY2016-17 budget, and will be added at the First Interim Report.

Recommended Action:

Approve item as presented.

MASTER CONSULTING SERVICES AGREEMENT

This MASTER CONSULTING SERVICES AGREEMENT (“Master Agreement”) is entered into effective as of the _____ day of _____, 201_, (“Effective Date”) by and among SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY (hereinafter “Client”) and AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC (hereinafter “Consultant”).

WHEREAS, the parties desire for Consultant to provide services to Client with respect to certain employee benefit plans sponsored by Client (“Client's Plans”) and under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Scope. This Master Agreement is comprised of the general terms and conditions set forth herein (the “Terms and Conditions”) and each properly executed Scope of Work (“SOW”) to be attached hereto and incorporated by reference herein. Consultant shall provide certain services to Client as specified in a SOW (the “Services”). Each time Client engages Consultant to perform services, a new SOW shall be prepared specifying the scope of the services specific to that engagement. Consultant shall have the right, at all times, to perform similar services for other person(s) or business entities.

2. Term. The term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated as set forth in Section 11 herein; provided, however, the term and conditions of this Agreement will continue to govern any outstanding SOWs until the last SOW is terminated in accordance with its terms.

3. Fees and Records. In consideration of Services performed, Client agrees to pay Consultant in accordance with each SOW. Unless otherwise expressly set forth in any given SOW, Client shall be responsible for actual out-of-pocket expenses (e.g., overnight charges, extensive reproduction costs) and travel costs incurred by Consultant in connection with its provision of the Services. Client shall also be responsible for all sales taxes and other similar tax obligations in connection with its receipt of the Services from Consultant. Such expenses, taxes, and other obligations shall be owed above and beyond any professional fees. If Client is exempt from paying sales tax, Client shall provide Consultant with a tax exemption certificate. Until such certificate is received, Consultant will charge applicable sales tax on the invoices.

4. Invoicing and Payment. Consultant will deliver an invoice to Client for fees and expenses each month unless otherwise specified in the SOW. Payment of the amounts indicated on the invoice is due upon receipt of the invoice, but no later than 30 days from the invoice.

5. Client Resources and Data. In addition to any responsibilities imposed on Client by the terms of a SOW, Client agrees that Consultant shall have ready access to Client's staff and resources as necessary to perform the Services pursuant to a SOW. In addition, Client will provide to Consultant all data necessary to complete the Services specified in a SOW, in a format agreed

to by both parties. In the performance of the Services, Consultant may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Consultant by the Client or its designated representatives and reasonably believed by Consultant to be genuine and authorized by the Client. In addition, if Consultant receives inaccurate, incomplete, or improperly formatted information, any additional time and expense required to correct the information will be billed to Client as additional Services.

6. Relationship of Parties.

a. Consultant is, and shall at all times remain, an independent contractor with respect to the Client. Consultant and each of Consultant's employees, principals, and subcontractors shall not be deemed for any purpose to be Client's employees; and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of Client or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. Client is not responsible to any governing body or to Consultant for paying or withholding payroll taxes and other employee expenses related to payments made to Consultant. Notwithstanding anything to the contrary, this Master Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the parties and neither party nor any of their respective directors, officers, employees or agents shall, by virtue of the performance of their obligations under this Master Agreement, be deemed to be an agent or employee of the other. No party has the authority to bind another party except to the extent approved in writing by the party to be bound.

b. Notwithstanding any provision in this Master Agreement to the contrary, the Client agrees and acknowledges that (i) this Master Agreement, any SOW executed pursuant to this Master Agreement or the performance by the Consultant hereunder are not intended in any way to impose on Consultant or any of its affiliates a fiduciary status under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or any other applicable law; and (ii) this Master Agreement does not provide Consultant, and the Client will not cause or permit Consultant to assume, without prior written consent of Consultant, any (A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"), (B) authority or control respecting management or disposition of the assets of any ERISA Plan, or (C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

c. The Client acknowledges and agrees that the Services do not and shall not constitute the practice of law, accountancy or any other profession by the Consultant and that the Consultant has recommended to Client that all work performed by Consultant be reviewed by Client's independent tax and legal counsel. All compliance assistance work performed by Consultant will relate to compliance with federal laws imposing obligations with respect to Client's Plans. The parties agree that Consultant will not consider any State laws or regulations unless expressly set forth in a SOW. Finally, any Federal tax information provided in writing pursuant to this Master Agreement is not intended or written, and cannot be used, for the purpose of (i) avoiding penalties imposed by the Internal Revenue Code, or (ii) promoting, marketing, or recommending to another party

any transaction or matter that is contained in our written work products. Consultant shall rely upon information provided by Client and will not have a duty to verify accuracy of such information.

7. Intellectual Property.

a. Any patented or otherwise legally protectable invention, process, discovery, technique, know-how, proprietary method or copyrightable expression (1) belonging to and used by Consultant or its contractors for the benefit of Client in connection with this Agreement, or (2) made or developed by Consultant during the course of providing the Services hereunder, shall remain and be the property of Consultant. However, Consultant shall not receive any royalty related to the use of such invention in providing the Services to Client.

b. All documents produced by Consultant in any form, including the electronic versions thereof (“Deliverables”), are instruments of service of Consultant. The copyright and other intellectual property rights in all documents and expressions (including without limitation any memoranda, spreadsheets, drawings, maps or computer programs) prepared or compiled by Consultant hereunder shall remain vested in Consultant; however, Client shall have a free, non-transferable license to use documents supplied by Consultant for Client’s internal use and only for the purpose specified in the related SOW. Without limiting the foregoing, Client shall not provide such Deliverables to any third person without the written consent of the Consultant. Any liability arising out of use of Deliverables by Client for purposes other than for which they were created or out of use by any third party shall be the responsibility of Client, who shall indemnify Consultant against all claims, costs, damages, expenses or losses arising out of such unauthorized use.

8. Confidential Information. In connection with the Services, each party will have access to confidential information including, but not limited to trade secrets, data, business plans, customer information, marketing information, and financial matters which are made available by the other party or the other party’s clients (collectively, “Confidential Information”). Each party shall protect Confidential Information in the same manner as it protects its own Confidential Information of like kind, but in no event less than a reasonable degree of care. The receiving party will only use the Confidential Information to exercise its rights or carry out its obligations under this Master Agreement. The receiving party will restrict access to Confidential Information to only its employees or consultants who (a) require such access in the course of their assigned duties and responsibilities; and (b) who have been informed of the receiving party’s obligations of confidence and (c) have agreed in writing to preserve the confidentiality of such information under terms and conditions no less restrictive than those set forth herein. In the event that any Confidential Information is required to be disclosed pursuant to any law, code or regulation, if permitted by law, the receiving party will give the disclosing party immediate notice thereof and will use its efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect thereto. Upon termination of this Master Agreement, Confidential Information shall be returned to the disclosing party or certified as destroyed at the disclosing party’s option.

9. Performance of Services.

a. Consultant shall, subject to the provisions of this Master Agreement, including without limitation the obligations of the Client to provide accurate information and to pay the Consultant's compensation hereunder, and upon timely receipt of all data, information, approvals, site access or other information or assistance to be provided by Client, carry out and complete the Services specifically agreed upon in this Master Agreement or in a SOW.

b. Consultant agrees that the Services will be performed in a professional and timely manner in accordance with accepted industry standards.

10. HIPAA Compliance. If and to the extent any of the Services involve disclosure, transmission, creation or use of Client's Protected Health Information, the parties shall enter into a Business Associate Agreement prior to any such transmission, disclosure, creation or use. Client agrees to (i) notify Consultant prior to any transmission or other disclosure of Protected Health Information to Consultant and request Consultant to enter into the Business Associate Agreement, and (ii) cause any third person who may transmit or otherwise disclose Protected Health Information to Consultant on behalf of Client to abide by the terms of this paragraph. As used herein, "Protected Health Information" means any and all information considered "protected health information" under 45 C.F.R. 160.103 (as may be amended from time to time) and is limited to the information created, received or transmitted by Consultant from or on behalf of Client pursuant to this Agreement.

11. Termination.

a. In the event of Client's failure to pay amounts due, this Master Agreement and any existing SOW shall automatically terminate after 90 days of Client's non-payment. Consultant may, but shall not be obligated to, send Client reminder(s) of invoices.

b. Either party may terminate this Master Agreement or any SOW upon a breach of a material non-monetary provision hereof, provided that the terminating party provides written notice of the breach and a thirty (30) day opportunity for the breaching party to cure. The written notice shall contain sufficient information to allow the breaching party to correct the deficiency.

c. Either party may terminate the Master Agreement or any SOW for convenience upon 60 days' written notice.

d. After termination, the terms conditions of this Master Agreement will continue to govern any outstanding SOWs until the last SOW is terminated in accordance with its terms. Any termination will not relieve Client of the obligation to pay all amounts owing to Consultant through the date of termination and any reasonable de-mobilization cost.

12. Disputes, Limitation of Liability and Indemnification.

a. Dispute Resolution. In the event of a dispute, Client agrees to inform Consultant of such dispute and the parties agree to make a good faith attempt to reach a

mutually acceptable resolution. If they are unable to reach agreement, then each party is free to seek legal recourse.

b. Disclaimer. OTHER THAN AS PROVIDED HEREIN NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED RELATED TO THE SERVICES PROVIDED. ANY AND ALL CLAIMS SHALL BE MADE WITHIN TWO (2) YEARS FROM THE DATE OF ANY ALLEGED FAULT OR ERROR OR SHALL BE FOREVER BARRED.

c. Limit of Liability. IN RECOGNITION OF THE RELATIVE RISKS RELATED TO THE SERVICES PROVIDED AND THE CONSIDERATION TO BE RECEIVED BY THE CONSULTANT FOR SUCH SERVICES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, CONSULTANT'S MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS UNDER ANY THEORY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY OF THE SERVICES PROVIDED TO CLIENT PURSUANT TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR NEGLIGENCE, SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO CONSULTANT BY CLIENT IN THE THREE (3) MONTH PERIOD PRIOR TO THE DATE OF LOSS WITH RESPECT TO THE SERVICES DIRECTLY RELATING TO AND FORMING THE BASIS OF SUCH CLAIM. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT OR ANY THIRD PERSON FOR ANY TAX, PENALTY OR FEE IMPOSED ON CLIENT OR ANY THIRD PERSON BY ANY GOVERNMENTAL AUTHORITY EVEN IF THE SOURCE OF SUCH TAX, PENALTY OR FEE IS THE SERVICES OR/AND DELIVERABLES OR ANY DEFECT IN EITHER OF THEM.

d. Indemnification. Consultant agrees to indemnify, and hold harmless the Client, officers and employees from and against all claims, liabilities, judgments and expenses arising from personal or bodily injuries, and/or property damage directly caused by Consultant's negligence. To the fullest extent permissible by law, Client will indemnify and hold Consultant and its personnel, contractors and third-party suppliers of services and tools (including computer software) harmless from any and all claims, liabilities, and expenses relating to negligent actions or omissions, or breach of contract by Client or its personnel. This section shall survive termination of this Master Agreement.

13. Miscellaneous.

a. Notices. All notices hereunder must be in writing, and may be sent by email, with delivery receipt, by certified mail, return receipt requested, or by overnight courier service, to the notice address set forth below each party's signature, or to such other addresses as may be stipulated in writing by the parties. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. Entire Agreement; Amendment; Severability. This Master Agreement, incorporated agreements and each properly executed SOW supersede all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. This Master Agreement may not be amended except by written instrument executed by both parties. In the event of a conflict between the terms of any given SOW and this Master Agreement, the terms of this Master Agreement shall control, unless such SOW expressly states that it is amending the terms of the Master Agreement with respect to such SOW. The invalidity or unenforceability of any provision of this Master Agreement shall in no way affect the validity or enforceability of any other provision of this Master Agreement.

c. Assignment and Sub-Contracting. Consultant may sub-contract the Services hereunder. Consultant may also, for the benefit of Client, retain any necessary independent third-party actuarial experts, in connection with performance of the Services hereunder. Client may not assign the Services or any other rights hereunder or under a SOW without Consultant's written consent.

d. Force Majeure. If either party is prevented from performing any of its duties and obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of any act of God, strike, labor dispute, flood, public disaster, equipment or technical malfunctions or failures, power failures or interruptions or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exist.

e. No Waiver. The waiver of any breach or failure of a term or condition of this Master Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Master Agreement.

f. Governing Law. This Master Agreement and all SOWs shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and performed in California without regard to conflict of laws principles.

g. Counterparts. This Master Agreement and any SOW may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement. The parties may utilize electronic means to execute and transmit counterparts, which shall be deemed as valid as originals.

WHEREFORE, for the purpose of being bound, the parties execute this Master Agreement by their duly authorized representatives.

SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY

Name: Lynnelle Grumbles

Title: CEO

Date: _____

Notice Address:

Santa Clarita Valley School Food Services Agency

25210 Anza Drive

Santa Clarita, CA91355

AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC

Name: Susan Relland

Title: Chief Executive Officer

Date: _____

Notice Address:

American Fidelity Administrative Services, LLC

Attn: Manager

9000 Cameron Parkway

Oklahoma City, OK 73114

Susan.Relland@americanfidelity.com

AND

American Fidelity LAW Department

9000 Cameron Parkway

Oklahoma City, OK 73114

Anne.Nicholson@americanfidelity.com

**ADDENDUM TO
MASTER CONSULTING SERVICES AGREEMENT
DATED JULY __, 2016 BETWEEN
SANTA CLARITA VALLEY FOOD SERVICES AGENCY AND
AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC**

The following modifies the terms of the Master Consulting Services Agreement (the “Master Agreement”) to which it is attached.

1. Insurance. A new paragraph shall be inserted as Section 9.c as follows:

- c. Consultant agrees to keep in force and maintain insurance the following insurance coverages (or its equivalent) during its provision of Services to Client: (1) commercial general liability insurance with minimum combined single limits of no less than \$1,000,000 per occurrence, with coverage for bodily injury liability, property damage liability, personal and advertising injury liability, and contractual liability (including liability assumed under Section 12.d) of the Consultant (2) professional liability insurance with limits of no less than \$1,000,000 per occurrence when professional services are rendered by the Consultant under the Scope of Work (3) cyber liability insurance with limits of no less than \$1,000,000 per occurrence to cover damages sustained by a third party from the unauthorized access of or theft of personally identifiable information in the care and control of Consultant in relation to Consultant's Services. Consultant agrees to provide proof of the required insurance to Client prior to Client's provision of Services under this Master Agreement.

2. Indemnification. Section 12.d shall read:

- d. **Indemnification**. To the fullest extent permitted by law, Consultant shall indemnify and hold Client, its Governing Board, officers, employees and agents harmless from and against any and all claims, liabilities, demands and expenses (including reasonable attorney fees) arising from or in connection to the negligent actions or omissions of Consultant, its personnel, contractors or third party suppliers of services and tools (including computer software) in the performance of services under this Agreement. To the fullest extent permitted by law, Client shall indemnify and hold Consultant, its personnel, contractors and third party suppliers of services and tools (including computer software) harmless from and against any and all claims, liabilities, demands and expenses (including reasonable attorney fees) arising from or in connection to the negligent actions or omissions of Client, its Governing Board, officers, employees or agents in the performance of services under this Agreement.

STATEMENT OF WORK
TO THE MASTER CONSULTING SERVICES AGREEMENT (the “MASTER AGREEMENT”) BETWEEN SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY (“CLIENT” or “you” or “your”) AND AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC (“CONSULTANT” or “we” or “us” or “our”)

PROJECT: Patient Protection and Affordable Care Act (“ACA”) Compliance: Time and Eligibility Tracking (“Tracking Service”) and Employer Reporting (“Reporting Service”; the Tracking Service and Reporting Service may be referred to individually as a “Service” or together as the “Services”)

- A. TERMS AND CONDITIONS.** This statement of work (“SOW”) is made and entered into effective as of the latest date signed below (the “Effective Date”). This SOW is subject to the terms and conditions of the Master Agreement.
- B. SERVICE DATES.** This SOW will begin on the Effective Date and will continue for a period of twelve (12) months (the “Initial Term”). The SOW will automatically renew for additional one year periods (each, a “Renewal Term”), unless and until either party terminates the SOW as provided in the Master Agreement.
- C. SERVICES AND DELIVERABLES.**
- 1. TIME AND ELIGIBILITY TRACKING.** Consultant shall provide Client with access to the Tracking Service for the purpose of tracking, monitoring and reporting hours worked by Client’s current and former employees. Such tracking shall assist Client in determining which of its employees is eligible for health coverage and when such employee became eligible.
 - 2. ACA REPORTING.** Consultant shall provide Client with access to the Reporting Service to facilitate Client’s creation of the 1094-C and 1095-C Forms (collectively, the “Forms”), which satisfy Client’s reporting requirements to the Internal Revenue Service (“IRS”) and certain disclosure requirements to Client’s employees as required under Sections 6055 and 6056 of the Internal Revenue Code of 1986, as amended (the “Code”). Services provided early in the subsequent calendar year to assist with generating and filing the Forms for an earlier Applicable Reporting Year will be considered part of the Service for the earlier Applicable Reporting Year. As used herein, an “Applicable Reporting Year” means a single calendar year for which the Client is required to generate the Forms.
 - 3. CONSULTANT SERVICE.** Consultant shall provide consultation with Client to help Client understand the application and rules of Section 4980H of the Code, which is referred to as the Employer Mandate Penalty, and Sections 6055 and 6056 of the Code, and then gather the information needed to implement the Services.
- D. RESTRICTIONS AND RESPONSIBILITIES CONCERNING THE SERVICES.**
- 1.** Client acknowledges and agrees that it retains all responsibility to submit required information to the IRS and to provide disclosure documentation to the Client’s employees.
 - 2.** Client acknowledges and agrees that Client is solely responsible for timely submission,

accuracy, and completeness of all Data required to be input into the applicable Service.

- a. “Data” for purposes of this SOW is defined as demographic data (for employees, former employees, and covered family members subject to reporting under Code Sections 6055 and 6056), plan data, enrollment data, hours of service (records of hours worked and hours for which payment is made or due) data, and health plan coverage data. Consultant has no responsibility or obligation to determine if Data is accurate or complete.
 - b. “Timely Submission” for purposes of this SOW is defined as follows
 - i. Submitting initial test Data within two weeks of the implementation call;
 - ii. Submitting final test Data within one week of receiving correspondence on the initial Data; and
 - iii. Submitting ongoing Data at least monthly as described in the following section.
 - c. Client shall provide the necessary information required for the Services and shall provide such information to the Services on a monthly basis. Client’s failure to upload Data monthly may jeopardize satisfaction of Client’s reporting obligation to the IRS.
3. Client shall identify in writing the person or persons who will be authorized to access the Services on Client’s behalf (the “Authorized Users”). Client shall ensure that only Authorized Users receive the access codes to the Program; Client shall also provide Authorized Users with procedures for use established by Consultant. Client agrees that Client is solely responsible for access to Client’s Data in violation of such procedures and Consultant shall have no responsibility, obligation or liability for any unauthorized access to the Client’s Data resulting from a failure to follow Consultant’s procedures.
 4. As part of the Services, Consultant shall grant Client a limited, personal, non-exclusive, non-transferable and non-assignable license to use the Services defined herein and related documentation (the “Documentation”), which includes access to use certain computer programming (the “Program”). The license granted under this SOW is limited to the terms and purpose set forth herein and may be revoked by Consultant for Client’s failure to comply with the provisions of this SOW. Client may not (a) sell, license, reproduce or otherwise transfer or allow the transfer of the Program, or any backup copy, to third parties; (b) use the Program in any manner inconsistent with the rights granted herein; (c) modify or create derivative works of the Program; or (d) decompile, reverse engineer, disassemble, analyze, modify, adapt, convert, or create derivative works from the Program. These restrictions shall survive the termination of this SOW.

E. FEES AND EXPENSES.

1. **INITIAL FEE.** To initiate the Services, Client agrees to pay the initial setup fee set forth on Exhibit A hereto (the “Initial Fee”), which is due and payable upon execution of this SOW. The Initial Fee includes ten (10) hours of support to set up Client’s Data in the Program. If Client requires more than ten (10) hours of support in connection with establishing the Program, Client shall pay an additional fee at the rate of \$400 per hour.

The Initial Fee is based on Services for one (1) Federal Tax Identification Number (TIN) or Employer Identification Number (EIN). Additional Tax Identification Numbers or Employer Identification Numbers may require additional fees.

2. PER EMPLOYEE FEES. Client agrees to pay the amounts set forth on Exhibit A hereto per month for (a) each employee whose hours are monitored through the Tracking Service, and (b) each employee whose information is reported under the Reporting Service. Fees referenced in (a) for the Tracking Service shall be invoiced on or about the 10th day of each month. Fees referenced in (b) for the Reporting Service shall be paid in two (2) installments; an estimated 50% of the per employee fee will be invoiced no earlier than July of the Applicable Reporting Year, with the remainder to be billed the following January.
3. ANNUAL FEE. Client agrees to pay the annual fee for the Reporting Service set forth on Exhibit A.

F. COPYRIGHT AND PROPRIETARY INFORMATION

1. Consultant reserves all intellectual property rights with respect to the Program, the Services and Documentation and any copies of same under all applicable national and international laws and treaties for the protection of intellectual property rights, including, but not limited to, trade secrets, copyrights, trademarks and patents. Any rights not expressly granted to Client in this SOW are retained by Consultant.
2. Immediately upon becoming aware of any unauthorized use, copying, reproduction or disclosure of the Program or Documentation, Client shall notify Consultant in writing.

G. LIMITED WARRANTY/DISCLAIMERS

1. Subject to the limitation of liability provisions contained in the Master Agreement and as set forth in this SOW, Consultant warrants that it has sufficient rights to grant Client the rights to access the Services pursuant to this SOW. No warranty is made that the Services will be uninterrupted or error-free. Client is solely responsible for all Data input. Consultant expressly disclaims any and all liability resulting from inadequate, incomplete or improper Data input. This warranty is limited to the term of this SOW.
2. THE PRECEDING WARRANTY IS THE ONLY WARRANTY RELATED TO THE SERVICES, DOCUMENTATION AND SUPPORT SERVICES AND IS MADE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CONSULTANT IS NOT LIABLE FOR ANY DAMAGES, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, ATTORNEY'S FEES, PUNITIVE OR SPECIAL DAMAGES RELATING TO LOSS OF DATA, PROFIT, REVENUE OR BUSINESS OR THE LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY, WHETHER YOU, YOUR ASSIGNEE OR ANY OTHER TRANSFEREE SUFFER THE LOSS OR DAMAGE AND WHETHER OR NOT CONSULTANT IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
3. If an implied warranty or condition is created by Client's state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, Client may also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD

OF THIS LIMITED WARRANTY (90 DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some jurisdictions do not allow limitations on how long an implied warranty or condition lasts; so, the above limitation may not apply to you. This limited warranty gives Client specific legal rights. Client may have other rights, which vary from jurisdiction to jurisdiction.

4. Client understands and acknowledges that Client is solely responsible, among other things, for: (a) all uses of the Services using user names or passwords assigned to you; (b) provision of or input of data into the Services or Program; (c) confirmation of the accuracy of the data input into and received from the Services; and, (d) compliance with all applicable laws associated with the use of the data.

H. LIMITATION OF LIABILITIES

1. SUBJECT TO THE LIMITATION OF LIABILITY AND OTHER TERMS CONTAINED IN THE MASTER AGREEMENT, CONSULTANT'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY OR FOR ANY OTHER BREACH OF THIS AGREEMENT OR FOR ANY OTHER LIABILITY RELATING TO THE PROGRAM SHALL BE LIMITED TO EITHER (A) CORRECTION OF ERRORS IN THE OPERATION OF THE PROGRAM OR (B) REFUND OF FEES. CLIENT WILL RECEIVE ONE OF THE TWO REMEDIES, SELECTED BY CONSULTANT IN ITS SOLE DISCRETION, WITHOUT CHARGE.
2. IN NO EVENT WILL CONSULTANT OR ANY OF ITS AFFILIATES HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOSS OF OR DAMAGE TO DATA, PROFITS OR BUSINESS INTERRUPTION LOSSES, SUSTAINED OR ARISING FROM OR RELATED TO THE PROGRAM, THE SERVICES OR THE DOCUMENTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONSULTANT'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.

[EXECUTION PAGE FOLLOWS]

AGREED BY:

**SANTA CLARITA VALLEY SCHOOL
FOOD SERVICES AGENCY**

Name: Lynnelle Grumbles

Title: CEO

Date: _____

Notice Address:

Santa Clarita Valley School Food Services
Agency

25210 Anza Drive

Santa Clarita, CA 91355

**AMERICAN FIDELITY
ADMINISTRATIVE SERVICES, LLC**

Name: Mary Nash

Title: Chief Operations Officer

Date: _____

Notice Address:

American Fidelity Administrative Services,
LLC

Attn: Manager

9000 Cameron Parkway

Oklahoma City, OK 73114

AND

American Fidelity LAW Department

9000 Cameron Parkway

Oklahoma City, OK 73114

EXHIBIT A TO STATEMENT OF WORK**FEES**

<i>One Time Set-Up Fees</i>	\$2,450
<i>Time and Eligibility Tracking (Per Employee Per Month, "PEPM")¹</i>	
Group size up to 999 (PEPM)	\$0.75 (\$0.70 CASBO Member)
Group size 1000-1999 (PEPM)	\$0.65
Group size 2000-3999 (PEPM)	\$0.55
Group size 4000+ (PEPM)	\$0.45
<i>Employer Reporting Service (Per Employee Per Applicable Reporting Year)</i>	\$3.50
<i>Employer Reporting Service Annual Fee</i>	\$995

1. Client also agrees to pay the associated pricing per employee per month of the initial measurement period that has already lapsed, if any. Tracking Services will begin with the earlier of (a) of the start of the client's Measurement Period, or (b) the first month for which hours are uploaded into the Tracking Service.

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is entered into this ____ day of _____, 2016, by and between **SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY** located at 25210 Anza Drive, Santa Clarita, CA 91355 (hereafter “Covered Entity”) and **AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC**, an Oklahoma limited liability company located at 9000 Cameron Parkway, Oklahoma City, OK 73114 (hereafter “Business Associate”).

WHEREAS, Business Associate may have access to, create or receive Protected Health Information, as hereinafter defined, on behalf of the Covered Entity in connection with services to be provided by Business Associate to Covered Entity from time to time; and

WHEREAS, Covered Entity wants to satisfy the applicable requirements of the Privacy Rule, Security Rule and Standard Transactions Rule, as those terms are hereinafter defined, by obtaining satisfactory assurances from Business Associate concerning Business Associate’s use, disclosure, requests for, and safeguarding of Protected Health Information, and Business Associate wants to provide such assurances, as more particularly set forth in this Agreement, in order to continue to provide the services; and

WHEREAS, Business Associate agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (Public Law 104-191) and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) (Division A, Title XIII and Division B, Title IV of Public Law 111-5) and implementing regulations (Title 45, Parts 160, 162 and 164 of the Code of Federal Regulations) dealing with the confidentiality, security and standardized transmission of health or health-related information, as applicable to Business Associate;

NOW THEREFORE, for and in consideration of the foregoing premises, which are incorporated into and made a part of this Agreement, the parties agree as follows:

1. EFFECTIVE DATE. This Agreement shall be effective as of the day and year first written above with respect to the HIPAA Rules and as of the applicable effective dates for such provisions related to the HITECH Act.

2. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules.

Specific definitions:

- a) *Breach.* “Breach” means the acquisition, access, use, or disclosure, or possibility of acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule.

- b) *Electronic Health Record*. “Electronic Health Record” shall have the same meaning as set forth in section 13400(5) of Public Law 111-5 and any implementing regulations.
- c) *Designated Record Set*. “Designated Record Set” shall have the same meaning as set forth in 45 CFR § 164.501 and refers to an item, collection, or storing of information that contains protected health information that is used, in whole or in part, to make decisions about individuals, their treatment or billing for services rendered, including medical records and billing records, enrollment, payment, claims adjudication and case or medical management record systems.
- d) *HHS*. “HHS” means the U.S. Department of Health and Human Services.
- e) *HIPAA Rules*. “HIPAA Rules” means the Privacy Rule, Security Rule and Standard Transactions Rule, collectively.
- f) *HITECH Act*. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act included in the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- g) *Limited Data Set*. “Limited Data Set” shall have the same meaning as set forth in 45 CFR § 164.514(e)(2).
- h) *Privacy Rule*. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as they exist now or as they may be amended.
- i) *Protected Health Information*. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, but for purposes of this Agreement shall be limited to such information created or received by Business Associate from or on behalf of Covered Entity.
- j) *Required By Law*. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103. In general, “Required by Law” means a mandate contained in law that compels a person to make a use or disclosure of Protected Health Information and that is enforceable in a court of law.
- k) *Secretary*. “Secretary” means the Secretary of the U.S. Department of Health and Human Services or his designee.
- l) *Security Incident*. “Security Incident” means the attempted or successful unauthorized access, acquisition, use, disclosure, modification, or destruction of Protected Health Information (whether electronic or non-electronic) or interference with system operations of an information system involving Protected Health Information.
- m) *Security Rule*. “Security Rule” means the Security Standards set forth at 45 CFR Parts 160 and 164, as they exist now or as they may be amended.
- n) *Standard Transactions Rule*. “Standard Transactions Rule” means the Standards for Electronic Transactions set forth at 45 CFR, Parts 160 and 162, as they exist now or as they may be amended.

- o) *Unsecured Protected Health Information*. “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under section 13402(h)(2) of Public Law 111-5 on the HHS Web site.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a) Business Associate agrees not to use or disclose Protected Health Information other than as permitted by this Agreement.
- b) Business Associate agrees to use appropriate safeguards to prevent any use or disclosure of Protected Health Information for any purpose other than as permitted by this Agreement.
- c) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information agrees to the same restrictions and conditions applicable, as set forth in this Agreement, to Business Associate, with respect to Protected Health Information and agrees to implement reasonable and appropriate administrative, technical and physical safeguards to protect the confidentiality and security of Protected Health Information.
- d) Business Associate agrees to make its internal practices (including policies and procedures), books, records, and services relating to the use and disclosure of Protected Health Information and the safeguards established with respect to such information available:
 1. to Covered Entity within thirty (30) business days of the date Business Associate receives a request from Covered Entity; and
 2. to the Secretary in the time and manner as directed by the Secretary.

Notwithstanding the above, no attorney-client, account-client, or other legal privilege shall be deemed waived by Covered Entity or Business Associate by virtue of this provision.

- e) Business Associate acknowledges that the Privacy Rule requires Covered Entity to provide individuals with a number of privacy rights, including the right to inspect and copy Protected Health Information within the possession or control of Covered Entity and its business associates, the right to amend such Protected Health Information, and the right to obtain an accounting of disclosures of Protected Health Information to third parties for certain purposes. To assist Covered Entity in complying with these requirements, Business Associate agrees to the following:
 1. Within ten (10) days of a request by Covered Entity, Business Associate shall, as directed by Covered Entity, either (a) provide a copy of such Protected Health Information as is specified by Covered Entity to Covered Entity or to an individual specified by Covered Entity or (b)

make such Protected Health Information available for inspection and copying by an individual specified by Covered Entity. To the extent that Business Associate uses or maintains an Electronic Health Record with respect to Protected Health Information, Business Associate shall comply with the requirement of this Section to provide a copy of Protected Health Information upon request by providing an electronic copy of such information to Covered Entity, the individual or a third party designated by the individual, as directed by Covered Entity. Business Associate shall maintain a record of any access to Protected Health Information provided under this Section in such form as may be specified by Covered Entity and shall provide a copy of such record to Covered Entity promptly upon request. If any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall notify the individual that the request will be forwarded to Covered Entity and shall promptly forward such request to Covered Entity.

2. Within a reasonable time after a request by Covered Entity, Business Associate agrees to amend or correct Protected Health Information as directed by Covered Entity.
3. Business Associate agrees to record each disclosure made to a third party of Protected Health Information as would be required by Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, with the exception of disclosures made for any of the following purposes:
 - i. treatment, payment, or Covered Entity's health care operations;
 - ii. in response to a request from the individual who is the subject of the disclosed Protected Health Information or that individual's personal representative;
 - iii. to persons involved in that individual's health care or payment for health care;
 - iv. for national security or intelligence purposes;
 - v. to law enforcement officials or correctional institutions regarding inmates; or
 - vi. that are part of a Limited Data Set.

At a minimum, Business Associate shall track the following information regarding each disclosure:

- i. Date of the disclosure;
- ii. Name of the third party to whom Protected Health Information was disclosed and if known, the address of the third party;
- iii. A brief description of the disclosed information; and
- iv. A brief description of the purpose and basis for disclosure.

Business Associate shall maintain a record of such information for no less than six (6) years from the date of disclosure and shall provide such information to Covered Entity within thirty (30) days of a request by Covered Entity or, if directed to do so by Covered Entity, shall respond to requests for an accounting of disclosures on behalf of Covered Entity in a manner and timeframe that will allow Covered Entity to comply with the Privacy Rule.

It is not anticipated that Business Associate will use or maintain Electronic Health Records on behalf of Covered Entity. However, to the extent that Business Associate does use or maintain any Electronic Health Records on behalf of Covered Entity, Business Associate shall maintain such records of its disclosures of Protected Health Information to third parties with respect to such Electronic Health Records as necessary for Covered Entity to comply with section 13405 of Public Law 111-5 and any implementing regulations. Business Associate shall provide such records of disclosure to Covered Entity upon request or, if directed to do so by Covered Entity, shall respond to requests for an accounting of disclosures on behalf of Covered Entity in a manner and timeframe that will allow Covered Entity to comply with applicable law.

- f) Business Associate agrees to implement administrative, physical and technical safeguards and security policies and procedures and documentation standards to protect the confidentiality, integrity and availability of Protected Health Information in compliance with 45 CFR §§ 164.308, 164.310, 164.312 and 164.316 in the same manner as such sections apply to Covered Entity.
- g) Business Associate agrees to report any Security Incident to the Corporate Compliance Department of Covered Entity. Business Associate shall make such report promptly in writing but in no case more than thirty (30) business days after Business Associate learns of a Security Incident. Such report shall include the following:
 - 1. A description of what happened, including the date of the Security Incident and the date of discovery of the Security Incident;
 - 2. A description of the types of Protected Health Information that were involved in the Security Incident (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved) and whether any such information was Unsecured Protected Health Information;
 - 3. Identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified or destroyed during such Security Incident;

4. Business Associate's assessment of whether the Security Incident constitutes a Breach, including Business Associate's reasons for concluding that the Security Incident is, or is not, a Breach. This assessment should address, at minimum, information as to the likelihood of reidentification of the information, the person(s) who acquired the information, whether the PHI was actually acquired or viewed, and the extent to which the risk has been mitigated;
 5. Such other information as Covered Entity may request.
- h) Business Associate agrees to cooperate fully with Covered Entity in investigating any Security Incident and implementing such measures to mitigate any harmful or potentially harmful effects of such Security Incident, as deemed appropriate by Covered Entity in its sole and absolute discretion, including, but not limited to, notifying affected individuals, appropriate authorities and media of the Security Incident, regardless of whether the Security Incident constitutes a Breach and regardless of whether notification is Required by Law, and providing affected individuals with services to protect themselves against identity theft.
 - i) Until such time as the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the Privacy Rule and such guidance becomes effective, Business Associate agrees to limit the use, disclosure or request for Protected Health Information, to the extent practicable, to the Limited Data Set or, if needed by Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request in accordance with 45 CFR § 164.502(b). On and after the effective date of guidance first issued by the Secretary on what constitutes "minimum necessary," Business Associate shall limit the use, disclosure or request for Protected Health Information to the minimum necessary in accordance with such guidance. In the case of the disclosure of Protected Health Information by Business Associate, Business Associate shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure, consistent with performance of the services for which Business Associate has been retained by Covered Entity and any directives or guidelines Covered Entity may specify.
 - j) Business Associate agrees that it shall not directly or indirectly receive remuneration in exchange for any Protected Health Information; *provided, however,* that this provision shall not prohibit Business Associate from (a) accepting remuneration from Covered Entity in consideration for the services performed by Business Associate for Covered Entity or (b) charging individuals a reasonable, cost-based fee approved by Covered Entity for providing a Copy of Protected Health Information pursuant to Section 3(e)(1) of this Agreement.
 - k) If and to the extent that Business Associate conducts any transaction subject the Standard Transactions Rule for or on behalf of Covered Entity, Business Associate shall comply, and shall require any agent or subcontractor conducting such transaction to comply, with each applicable requirement of the Standard Transactions Rule in the same manner as such requirement applies to Covered

Entity. Business Associate shall not enter into, or permit its agents or subcontractors to enter into, any agreement in connection with the conduct of any transaction for or on behalf of Covered Entity that:

1. changes any definition, data condition, or use of a data element or segment as described in the Standard Transactions Rule (45 CFR § 162.915(a));
 2. adds any data elements or segments to the maximum defined data set as described in the Standard Transactions Rule (45 CFR § 162.915(b));
 3. uses any code or data elements that are either marked “not used” in the Standard Transactions Rule’s implementation specifications or are not in the Standard Transaction Rule’s implementation specifications (45 CFR § 162.915 (c)); and
 4. changes the meaning or intent of any of the Standard Transactions Rule’s implementation specifications (45 CFR § 162.915(d)).
- l) To the extent required by law, Business Associate shall defend, indemnify and hold harmless Covered Entity from and against any penalties, attorneys’ fees, costs, expenses, losses, claims, damages or liabilities (or actions in respect thereof) to which Covered Entity may become subject insofar as such penalties, attorneys’ fees, costs, expenses, losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any Security Incident, breach of this Agreement or any unauthorized use or disclosure of Protected Health Information by Business Associate and/or agents or subcontractors acting or accessing PHI on behalf of Business Associate.
- m) Business Associate agrees to execute an appropriate Business Associate Agreement with any agent, subcontractor, or other such party accessing Protected Health Information on behalf of Business Associate.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as necessary to perform any written agreement for services between Covered Entity and Business Associate, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- b) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to the extent necessary for Business Associate’s proper management and administration, or to carry out Business Associate’s legal responsibilities if:
 1. The disclosure is Required by Law; or
 2. Business Associate obtains reasonable assurances, evidenced by written contract, from any person or organization to which Business Associate

shall disclose such Protected Health Information that such person or organization shall:

- i. hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as Required by Law; and
 - ii. notify Business Associate, who shall in turn promptly notify the Corporate Compliance Department of the Covered Entity, of any instance which the person or organization becomes aware of in which the confidentiality of such Protected Health Information was breached.
- c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

5. OBLIGATIONS OF COVERED ENTITY

- a) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- b) Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- c) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- d) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information requested by an individual to which Covered Entity has agreed in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

6. TERM AND TERMINATION

- a) *Term.* This Agreement shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible or permitted by law to return or destroy Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.

- b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall either:
1. Provide an opportunity for Business Associate to cure the breach and terminate this Agreement and any service agreement between the parties if Business Associate does not cure the breach within such reasonable time period specified by Covered Entity (not less than thirty (30) days) after Covered Entity notifies Business Associate in writing of the breach; or
 2. Immediately terminate this Agreement and any service agreement between the parties if Business Associate has breached a material term of this Agreement and cure is not possible; or
 3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

Covered Entity's remedies under this Section shall be cumulative and the exercise of any remedy shall not preclude the exercise of any other. Before exercising any of these options, Covered Entity shall provide reasonable written notice to Business Associate describing the violation and the action it intends to take.

- c) *Effect of Termination.*

1. Except as provided in paragraph 2 herein below, upon termination of this Agreement for any reason, upon direction of Covered Entity, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of agents or subcontractors of Business Associate. Business Associate shall retain no copies of Protected Health Information, unless Required by Law.
2. In the event Business Associate reasonably determines that returning or destroying Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible and shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as Business Associate maintains such Protected Health Information.

7. MISCELLANEOUS

- a) *Regulatory References.* All references to the HIPAA Rules codified in 45 CFR shall mean the referenced sections as in effect or as amended by the HITECH Act and as may be further amended by law or regulation.
- b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with

the requirements of the Privacy Rule, the Security Rule, the Standard Transactions Rule, the Health Insurance Portability and Accountability Act of 1996, and any other applicable law.

- c) *HITECH Act Compliance.* The parties acknowledge that the HITECH Act includes several provisions impacting the health care industry, including significant changes to the HIPAA Rules. The Privacy Subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under the HIPAA Rules and many of these changes will be clarified in forthcoming regulations. Each party agrees to comply with the applicable provisions of the HITECH Act and any implementing regulations issued thereunder and agree to take such action to modify this Amendment as reasonably necessary to comply with the HITECH Act and its implementing regulations, guidance, and interpretations as they become effective.
- d) *Audit.* Covered Entity may, at any time upon reasonable prior notice, examine the use, disclosure and maintenance of Protected Health Information by Business Associate and Business Associate's employees, officers, directors, agents, auditors, attorneys and independent contractors, including the safeguards employed to protect the confidentiality of Protected Health Information. Business Associate shall cooperate fully in any such examination and shall require Business Associate's employees, officers, directors, agents, auditors, attorneys and independent contractors to cooperate fully.
- e) *Ownership of Information.* As between Covered Entity and Business Associate, Covered Entity shall retain all right, title and interest in and to all Protected Health Information. Subject to the terms and conditions of this Agreement, Covered Entity grants Business Associate a limited, non-exclusive and non-transferable license to use Protected Health Information as necessary to perform the services specified in the written agreement(s) for services between Covered Entity and Business Associate.
- f) *Expenses.* Business Associate's compliance with this Agreement, including without limitation, providing access to Protected Health Information; accounting for disclosures of Protected Health Information; correction or amendment of Protected Health Information; cooperation with the implementation of mitigating measures deemed appropriate by Covered Entity following a Security Incident; the return or destruction of Protected Health Information; and cooperation with any examination of the use, disclosure or maintenance of Protected Health Information by Business Associate, shall be at Business Associate's sole expense.
- g) *Irreparable Harm.* Business Associate acknowledges and agrees that any use, disclosure or maintenance of any Protected Health Information in a manner inconsistent with this Agreement may give rise to irreparable injury to Covered Entity for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Covered Entity shall be entitled to equitable or injunctive relief against the

unauthorized use or disclosure of Protected Health Information or failure to maintain the security of Protected Health Information as required by this Agreement.

- h) *Severability.* To the greatest extent possible, each provision under this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement is found to be invalid, it shall be to that extent deemed omitted, and the balance of the Agreement shall remain enforceable.
- i) *Survival.* The rights and obligations of the parties under Section 3(l) and Section 6(c) (“Effect of Termination”) of this Agreement shall survive the termination of this Agreement.
- j) *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, the Security Rule, the Standard Transactions Rule, the Health Insurance Portability and Accountability Act of 1996, the HITECH Act and any other applicable law.
- k) *No Third Party Beneficiaries.* Nothing express or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- l) *No Agency Relationship.* Nothing express or implied in this Agreement is intended to establish, nor shall anything establish, an agency relationship between the Covered Entity and Business Associate, and their respective successors or assigns.
- m) *Entire Agreement.* This Agreement constitutes the entire agreement between the parties relating to the use and disclosure of Protected Health Information. There are no understandings or agreements relating to the use and disclosure of Protected Health Information which are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement shall be valid unless executed in writing by the party to whom such change, waiver or discharge is sought to be enforced.

[SIGNATURE PAGE FOLLOWS]

AGREED:

BUSINESS ASSOCIATE:

**AMERICAN FIDELITY
ADMINISTRATIVE SERVICES, LLC**

Address:

P.O. Box 25523
Oklahoma City, OK 73114

COVERED ENTITY:

**SANTA CLARITA VALLEY SCHOOL
FOOD SERVICES AGENCY**

Address:

25210 Anza Drive
Santa Clarita, CA 91355

Signature

Signature

Name

Name

Title

Title

Date

Date

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles
Subject: New Agency Board Member for Castaic Union School District

INFORMATION # 16-17-02/IN1

Summary

Castaic Union School District has designated a new official representative to the Agency Board of Directors. Linette Hodson, is the new Chief Business Official for the District and replaces Castaic Superintendent Steve Doyle as the official representative. Janene Maxon will remain as Alternate.

Financial Impact

None.

Recommended Action:

For information only – no action required.

CASTAIC UNION SCHOOL DISTRICT

Board of Trustees

Resolution #16/17-2

DESIGNATION OF THE OFFICIAL REPRESENTATIVE TO THE SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY BOARD OF DIRECTORS

WHEREAS, the Castaic Union School District is an original member of the Santa Clarita Valley School Food Services Agency.

NOW THEREFORE BE IT RESOLVED, by the Governing Board of the Castaic Union School District of Los Angeles County, in a regular public meeting assembled this 14th day of July, 2016, designate Linette Hodson as Official Representative, hereby authorized and directed to execute on behalf of the Castaic Union School District the Joint Exercise of Powers Agreement to the Santa Clarita Valley School Food Services Agency.

BE IT FURTHER RESOLVED, that designated Official Representative, or designated Alternate Official Representative, whichever is present, may vote on the Castaic Union School District's behalf.

PASSED AND ADOPTED this 14th day of July, 2016 by the following Board Members:

Dr. Victor M. Lemos
President

[Signature]
Member

Susan Christopher
Clerk

Jaura Pearson
Member

St. P. Day
Superintendent

Member

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Lynnelle Grumbles / Susan Weiss
Subject: LACOE approval of SY2016-17 budget

INFORMATION # 16-17-02/IN2

Summary

LACOE has reviewed and approved the Agency's operating budget for SY2016-17. A letter confirming this action from the Agency's LACOE Business Services Consultant is attached.

Financial Impact

SY2016-17 budget approval confirmation.

Recommended Action:

For information only – no action required.



Los Angeles County Office of Education

Serving Students ■ Supporting Communities ■ Leading Educators

Debra Duardo, M.S.W., Ed.D.
Superintendent

July 14, 2016

Los Angeles County
Board of Education

Ms. Ronna Wolcott, Board President
Santa Clarita Valley Food Service Agency
25210 Anza Drive
Valencia, CA 91355

Douglas R. Boyd
President

Alex Johnson
Vice President

Dear Ms. Wolcott:

Katie Braude

Under EC Section 42127, the County Superintendent has completed the review of the Santa Clarita Valley Food Service Agency (Agency's) budget for fiscal year 2016-17. **That review has resulted in approving the Agency's budget.**

Gabriella Holt

Monte E. Perez

Thomas A. Saenz

LABOR CONTRACT NEGOTIATIONS

Rebecca J. Turrentine

According to the information provided in the Agency's Budget, classified labor contract negotiations for 2016-17 remain unsettled and potential increases have not been calculated and incorporated into budgeted salary and benefit expenditures. This letter is a reminder that, before the Agency's Governing Board takes any action on a proposed collective bargaining agreement, the Agency must meet the public disclosure requirements of Government Code Section 3547.5 and the California Code of Regulations Title V, Section 15449. The document used for this analysis was included in Informational Bulletin No. 4385, dated July 13, 2016, and is titled "2016-17 Forms for Assembly Bill (AB) 1200: Public Disclosure of Proposed Collective Bargaining Agreements." This document can be found at the following website:

<http://www.lacoe.edu/BusinessServices/DocumentsForms.aspx>

We wish to express our appreciation to the Agency's staff for their cooperation during the review of the Agency's budget for fiscal year 2016-17. If you have questions regarding your Agency's budget approval, please call me at (562) 922-6743.

Sincerely,

Andrew Surendranath
Business Services Consultant
Division of Business Advisory Services

Ms. Ronna Wolcott, Board President
Santa Clarita Valley Food Service Agency
July 14, 2016
Page 2

AS

cc: Dr. Grumbles, Chief Executive Officer
Ms. Weiss, Director, Finance & Administration
Dr. Price, Los Angeles County Office of Education (LACOE)
Mr. Crafton, LACOE
Mr. Faulkner, LACOE
Mr. Burdy, LACOE
Mr. Young, LACOE
Ms. Smith, LACOE
Ms. Minor, LACOE

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Dr. Lynnelle Grumbles/Jane Crawford
Subject: Request for Agency's PAC Members for 2016/2017SY

INFORMATION #16-17-02/IN3

Summary:

We would like to ask for the names for the Agency's Principal's Advisory Committee (Sulphur Springs, Saugus and Newhall districts provide two Principals each; Castaic delegates one Principal) for the 2016/2017 School Year.

Financial Impact: N/A

Recommended Action:

No Action Required.

Request that new PAC Member information be sent to Dr. Grumbles and Ms. Crawford.

**Santa Clarita Valley School Food Services Agency
Board of Directors**

Meeting Date: August 16, 2016
Submitted By: Ms. Jane Crawford
Subject: Agency Report

INFORMATION #16-17-02/IN4

Summary

STAFF

The Agency currently has ten (10) NA1 Positions open. There are currently positions at Cedar creek Elementary, Plum Canyon Elementary, Santa Clarita Elementary, Tesoro Elementary, Canyon Springs Elementary, Fair Oaks Ranch Elementary, McGrath Elementary, Newhall Elementary, Pico Canyon Elementary and Stevenson Ranch Elementary. The hours range from 2.50 – 3.75

During the past two months, the Agency has received a record number of employee resignations. Employee interviews began the week of July 11th.

OPERATIONS

The 2016/17 school year opened smoothly. The Agency catered several “Back-to-School” events (Saugus & Sulphur Springs Districts)

OTHER CONCERNS & IMPORTANT DATES

SNA Annual National Conference: Was held July 10-14 in San Antonio, Texas. Dr. Lynnelle Grumbles and Jane Crawford represented the Agency at the conference.

Employee Professional Standards Training Day: Professional Standards Training was conducted on Thursday, August 4, 2016 at Bridgeport Elementary School. The workshop was a tremendous success!!! There were 104 employees in attendance. Customer service training was provided by our Key Note Speaker, Matt Upton, along with presentations by Jane Crawford, Nancy Haddock and Chef Brittany Young.

Back to School Nights: Agency “Child Nutrition” employees are scheduled to participate during each districts’ Back-to-School Night events. Employees are marketing our program, introducing the “Smart Choice” logo and providing samples of the wonderful fruit and veggies offered in our school cafeterias each

day. Welcome Back!!!

CSNA 64rd Annual School Nutrition Conference: November 10th-13th, 2016 in Anaheim, CA.

Child Nutrition “Marketing” Presentations: At the beginning of August, Jane Crawford and Tracy Fiscella gave marketing presentations during recent teachers meetings at James Foster and Bridgeport Elementary Schools. Over the next few weeks, they will be presenting at Emblem Elementary, Helmers Elementary, North Park Elementary and Oak Hills Elementary Schools. The Agency will continue scheduling marketing presentations throughout the 2016-17 school year.

Final Phase of the QSP4 Point of Sale and On-line Ordering

Installation/Implementation: Joe Satorhelyi will continue installing one (1) QSP point of sale per week for the next few months of school. This software update will provide additional reporting and speed collection of warehouse ordering efficiency. The project is scheduled to reach its completion by the districts’ winter break.

Meal Application Process: On July 1, 2016, a total of 4,780 applications were mailed to families currently on the free and reduced meal program. To date the Agency has processed over 949 free and reduced applications. In addition, the Agency has also mailed 1,675 Direct Certification Notification Letters.

Annual School Food Show: Please join us for the “Annual School Food Show” scheduled for October 27, 2016, from 2:30-5:00, at the SCVSFSA.

New “Rich’s” Ice Cream: School cafeterias are now offering a variety of Rich’s ice cream selections. Rich’s ice cream is not only a high quality product and delicious; it is in compliance with the USDA child nutrition regulations, which govern our a la carte programs. These selections can also be ordered by teachers and principals for student events. Rich’s ice cream treats are a “Smart Choice” that is manufactured in a nut free facility.

Clearbrook Farms Dairy: The SCVSFSA would like to welcome “Clearbrook Farms Dairy”; the newest addition to our child nutrition team.

Financial Impact: N/A

Recommended Action:

For information only – no action required.