

## **AGREEMENT**

THIS AGREEMENT is made by and between iLEAD Lancaster Charter School a California not for Profit Corporation, 254 E. Ave K-4, Lancaster CA 93535 (Lancaster),

iLEAD Agua Dulce:, a California not for Profit Corporation, 11311 Frascati Street, Agua Dulce CA 91390 (Agua Dulce),

iLEAD Flex:, a California not for Profit Corporation, 3700 W Ave L, Lancaster, CA 93536 (Flex),

Santa Clarita Valley International:, a California not for Profit Corporation, 28060 Hasley Canyon Road, Castaic CA 91384 (SCVi),

and Empower Generations, a California not for Profit Corporation, 44236 10th Street West, Lancaster 93534 (Empower)

### **WITNESSETH:**

**WHEREAS**, Lancaster operates as a School Food Authority under the National School Lunch Program and operates a food service program that provides healthy, nutritious lunches to public school learners; and

**WHEREAS**, Agua Dulce, Flex, SCVi, and Empower are public charter schools in Los Angeles County, CA;

**WHEREAS**, Agua Dulce, Flex, SCVi, and Empower would like to partner with Lancaster under the Lancaster School Food Authority umbrella for food service through the Food Service Program, and Lancaster would like to enter into such a partnership with Agua Dulce, Flex, SCVi, and Empower (the "Food Service Program").

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to be bound by the following terms:

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Agreement by reference.

**Section 2. Scope of Services.**

A. Lancaster agrees to provide school food service to Agua Dulce, Flex, SCVi, and Empower through the Food Service Program in accordance with the requirements of the National School Lunch Program and all applicable laws, rules, and regulations, as more particularly described in Exhibit "A" to this Agreement.

B. Food service equipment\*, food supplies, and equipment for the operation of the Food Service Program will be provided by Lancaster to Agua Dulce, Flex, SCVi, and Empower will be the financial responsibility of Lancaster. Equipment will be provided if the National School Lunch Program budget or grants can sustain the cost of the need. Otherwise, the school is responsible for the purchase.

Lancaster will provide all employees necessary to provide all of the services set forth in Exhibit A through the Food Service Program at Lancaster's sole cost and expense.

This Participation Percentage for each school was determined by an estimate of projected student participation at each school site for the 2026-27 school year. On or before October 30 each year the Participation Percentage for each school can be adjusted based on the actual percentage of learners served at each school site compared to the total number of learners served at all five school sites. If this adjustment results in a deficiency for any school, such school shall pay the deficiency to Lancaster within thirty (30) days of receipt of the invoice. If this adjustment results in surplus owed to any school, Lancaster will pay such school the surplus amount within thirty (30) days of receipt of the invoice.

The initial Participation Percentage for the 2026-2027 School Year will be as follows:

1. Lancaster: 0.29 or 29%
2. SCVi: 0.24 or 24%
3. Flex: 0.16 or 16%
4. Agua Dulce: 0.25 or 25%
5. Empower: 0.06 or 6%

C. The Food Service Program will generate revenues through the National School Lunch Program for meals provided to each school. All revenues derived from the School Food Service Program will be maintained and accounted for by Lancaster and maintained in a dedicated bank account. A fund balance of \$367,062 will be established for use in the case of emergency food service operation needs. This amount is equal to approximately 3 months of operational expenditures. This fund balance will be funded from food service revenues derived from the above expenses. Once the \$367,062 fund balance has been established, the remaining revenues generated, above this established amount that is in excess, from the food service operation will be shared on a monthly basis with the five schools (Lancaster

to Agua Dulce, Flex, SCVi, and Empower) if the revenue exceeds the above fund balance, based on the Participation Percentage and should be spent only on the NSLP program.

**Section 3. Indemnification.** Each party to this Agreement does hereby indemnify, defend and hold harmless the others, and their respective boards of directors, partners, officers, employees, agents, representatives, and attorneys from and against any and all claims, actions, damages, expenses, losses or awards, including attorneys' fees and costs, which arise out of (i) the negligence or intentional acts or omissions of the first party, (ii) any action taken or not taken by the first party, or (iii) any noncompliance or breach by the first party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this subsection, "party" shall include the party's trustees, directors, officers, employees, agents, and representatives.

**Section 4. Terms and Termination.** This Agreement shall become effective upon execution by the last party, as indicated by the date stated under each party's signature and shall remain in effect until June 30, 2027. Any of the parties to this Agreement may terminate this Agreement by providing at least 90 days' written notice to the other parties. This Agreement may be extended upon the mutual written consent of all parties.

**Section 5. Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be responsible or liable for any failure or delay in the performance of their obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, pandemics, epidemics, and interruptions, loss or malfunctions of utilities.

**Section 6. Modifications.** Unless otherwise specified in this Agreement, no modification, amendment, or alteration of the terms or conditions contained in this Agreement will be effective unless contained in a written document executed by the parties, with the same formality and of equal dignity with this Agreement.

**Section 7. Assignments.** This Agreement may not be subcontracted or assigned without the prior written consent of the parties.

**Section 8. Notices.** All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either

party to the other, will be deemed to have been fully given or made or sent when in writing and addressed as follows:

iLEAD LANCASTER CHARTER SCHOOL:

School Director  
254 E. Ave K-4, Lancaster CA 93535

iLEAD AGUA DULCE:

School Director  
11311 Frascati Street, Agua Dulce CA 91390

iLEAD FLEX:

School Director  
3700 W Ave L, Lancaster, CA 93536

SANTA CLARITA VALLEY INTERNATIONAL:

School Directors  
28060 Halsey Canyon Road, Castaic CA 91384

EMPOWER GENERATIONS:

School Director  
44236 10th Street West, Lancaster 93534

All notices required, or which may be given under this Agreement, will be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

The effective date of such notices will be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter by a carrier, the date the notice was delivered by the overnight letter company. The parties may designate other individuals or addresses to which notice will be sent by notifying, in writing, the other party in a manner designated for the filing of notice under this agreement.

**Section 9. Entire Agreement** This represents the entire agreement between the parties and supersedes any prior communication or agreements, whether oral or written, related to the subject matter hereof. No modification can be made to this Agreement unless mutually agreed by the parties in writing.

**Section 10. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it will be considered deleted from this Agreement, and will not invalidate the remaining provisions.

**Section 11. Compliance.** Lancaster to Agua Dulce, Flex, SCVi, and Empower must at all times comply with all applicable federal, state and local laws, rules and regulations in the performance of their duties and obligations under this Agreement.

**Section 12. Jurisdiction and Venue.** This Agreement is made under, and in all respects will be interpreted, construed and governed by and in accordance with, the laws of the State of California. Venue for any legal action resulting from this Agreement will lie solely in Los Angeles County, California..

**[SIGNATURE PAGE  
FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each authorized signature:

**iLEAD LANCASTER CHARTER SCHOOL:**

*Deborah Autrey*

Deborah Autrey, School Director

This 24 day of June 2026

**iLEAD AGUA DULCE:**

*Wendy Maxwell*

Wendy Maxwell, School Director

This 24 day of June 2026

**iLEAD Flex:**

*Amanda Fischer*

Amanda Fischer, CEO

This 24 day of June 2026

**SANTA CLARITA VALLEY INTERNATIONAL:**

*Martha Spansel*

Martha Spansel, School Director

This 24 day of June 2026

**EMPOWER GENERATIONS:**

*Sajae Davison*

Sajae Davison, School Director

This 24 day of June 2026

**Exhibit A**  
**Scope of Work Performed by Lancaster for**  
**Agua Dulce, Flex, SCVi and Empower Generations\*\* and the School's**  
**Responsibilities**

Lancaster will be responsible for the following services, to be performed at the schools sites for each of the schools:

- Ensuring compliance with all laws and regulations regarding food service, including all federal, state, and district guidelines for meal services
- Menu planning
- Ordering of all food to be utilized in serving breakfast, lunch, and snack
- Preparation of all food for breakfast, lunch, and snack
- Proper care and maintenance of each school's kitchen and cafeteria equipment
- Financial management of the food service operation, including tracking and paying invoices will be completed by the Food Service Coordinator and back office support.
- Management of all necessary administrative paperwork required for on site service, such as meal production records, maintaining proper records for auditing purposes, etc.as required under the National School Lunch Program.
- Facilitating all audits required by federal, state, and district entities concerning food service
- Providing meals/catering to the schools when requested and paid for by the school director or designee.

Lancaster will be responsible for the following:

- The repairs and services of any equipment until end of life that was provided by Lancaster to any school through the Kitchen Infrastructure Funds or the National School Lunch Program funds.

Agua Dulce, Flex and SCVi will be responsible for the following:

- The repairs, services, and replacement of any equipment that was previously purchased or owned by that school.
- Repairs and services to any “fixture” to the school building ie: floors, air conditioning, etc.
- Supervision of learners while eating within the space that the school nutrition program is provided.
- Cleaning of the space where the learners eat while participating in the school nutrition program.
- Payment through an invoice of any meal/catering requested by the school directors or designee.

\*The budget of the National School Lunch Program will be evaluated yearly to determine if the budget, through Lancaster, can sustain the repairs, services and/or replacement of equipment owned by the school. If sustained the MOU will be updated to reflect this.

\*\*Empower Generations will fall under Exhibit A once delivery from iLEAD Lancaster begins. They will remain under Exhibit B until that time.

### **Exhibit B**

#### **Scope of Work Performed by Lancaster for Empower Generations and Schools' Responsibilities**

Lancaster employees will be responsible for the following:

- Menu planning
- Ordering of all food to be utilized in serving breakfast, lunch, and snack
- Preparation of all food for breakfast, lunch, and snack
- Financial management of the food service operation, to include tracking and paying invoices
- Management of all necessary administrative paperwork
- Facilitating all audits required by federal, state, and district entities concerning food service
- Transportation and delivery of meals at no charge to the Empower Generations school site on all regularly scheduled calendared school days.
- Providing meals/catering to the schools when requested and paid for by the school director or designee.

Empower Generations will be responsible for:

- Maintaining compliance of all regulations regarding food service under all federal, state, and district guidelines
- Management of all necessary administrative paperwork required for on site service, such as meal production records, maintaining proper records for auditing purposes, etc.as required under the National School Lunch Program.
- Proper care and maintenance of the school's kitchen and cafeteria equipment.
- Serving food to learners on the school site at appropriate times and with appropriate and required portions.
- Payment through an invoice of any meal/catering requested by the school directors or designee.