



East Lansing Board of Education

509 Burcham Drive, East Lansing, MI 48823

Items of Information
April 10, 2023 - 7:00 PM
Board Room
509 Burcham Drive
East Lansing, Michigan 48823



Agenda

I. Future Action

- A. Purchase of Technology Hardware
- B.
- C. Policy Revisions
 - Policy 3116 - District Technology and Acceptable Use
 - Policy 3120 - Head Start COVID-19 Mitigation (Intentionally Left Blank)
 - Policy 4101.01 - Religious Accommodation
 - Policy 5206 - Student Discipline
 - Policy 5206 A - Student Discipline - Due Process
- D. Food Service Management Company Bid 26
- E. Schools of Choice Slots Recommendation for 2023-24

II. Committees

- A. Mental Health Advisory Committee
 - Minutes - March 9, 2023
- B. Finance Committee 69
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 - Minutes - March 15, 2023

Respectfully Submitted,

Dori Leyko

Superintendent



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East Lansing
Public Schools

April 5, 2023

To: Board of Education
From: Christian Palasty, Director of Technology

Subj: INFORMATION ITEM – Purchase of Technology Hardware

As part of the regular rotation schedule, which replenishes aging instructional technology hardware, we are planning to purchase and replace the following items:

Qty	Item	Cost per	Total Cost
75	MMS Teacher PC's	493.00	36,975.00
260	Apple iPads (Elementary class sets)	294.00	76,440.00
			113,415.00

The Apple iPads are 10.2” with 64GB and are being purchased from Apple and the desktop computers are Hewlett Packard Prodesk 400 G9 Pro SFF and are being purchased from SEHI.

The iPads are replacing devices originally purchased in June 2017. The desktops are replacing computers originally purchased in August 2016. The district rotation schedule typically replaces iPads after year six and desktops after year seven.

Both desktop and Apple iPads expenditures have been budgeted for and will come out of the sinking fund budget. The purchases will be made through the state REMC program and the SPOT catalog and meets all state and local bidding requirements.

Series 3000: Operations, Finance, and Property

3100 General Operations

2 3116 District Technology and Acceptable Use

The Board will provide students, staff, volunteers, and other authorized users access to the District's technology resources, including its computers and network resources, in a manner that encourages responsible use. Any use of District technology resources that violates federal or state law is expressly prohibited.

A. Children's Internet Protection Act

The Board complies with the Children's Internet Protection Act ("CIPA") and directs its administration to:

1. Monitor minors' online activities and use technology protection measures on the District's computers with internet access to block minors' access to visual depictions that are obscene, pornography, including child pornography, constitute child pornography, or are harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - a. taken as a whole and as to minors, appeals to a prurient interest in nudity, sex, or excretion;
 - b. depicts, describes, or represents, in a patently offensive way as to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated sexual acts, or a lewd exhibition of the genitals; and
 - c. taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
2. Use technology protection measures on the District's computers with internet access to block all access to visual depictions that are obscene or that constitute child pornography. The technology protection measures may be disabled by authorized personnel during adult use to enable access to bona fide research or for other lawful purposes. The Superintendent or designee will determine which District personnel are authorized to disable the protection measures.
3. Educate minors about appropriate online behavior, including interacting with other people on social networking websites and chat rooms, as well as cyberbullying awareness and response.
4. Prohibit access by minors to inappropriate matter on the internet.
5. Prohibit unauthorized access, including hacking and other unlawful online activity by minors.

6. Prohibit the unauthorized disclosure, use, and dissemination of personal identification information about minors.
7. Restrict minors' access to materials that are inappropriate for minors. The Board defines materials that are "inappropriate for minors" to include obscene depictions, child pornography, and any other material harmful to minors.
8. Encourage the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communication.

The Superintendent or designee will take steps necessary to implement this Policy and to otherwise comply with CIPA.

B. Acceptable Use Agreement

The Superintendent or designee will develop, review, and revise as necessary an acceptable use agreement ~~for that must be signed by~~ all users of the District's technology resources. Different acceptable use agreements may be developed based on the user's status. At a minimum, the Superintendent or designee will develop an acceptable use agreement ~~for to be signed by~~ each of the following groups:

- adult users, including employees, volunteers, and Board members;
- students in grades 6 and above.

The acceptable use agreement must be consistent with this Policy and must include, at a minimum, all of the following:

1. A statement that:
 - a. use of District technology resources is a privilege that may be revoked at any time;
 - b. a user has no expectation of privacy when using District technology resources;
 - c. District technology resources use may be monitored by the District and that the use may be subject to FOIA or disclosure in litigation;
 - d. District technology resources may not be used to bully, harass, or intimidate others;
 - e. misuse of District technology resources may result in loss of access to the resources and potential disciplinary action; and
 - f. the District does not guarantee that the District's technology resources will be error free or uninterrupted.

2. Provisions to protect the integrity of District technology resources, including a requirement that each user only access the resources by using that user's assigned user name and password.
3. A list of what constitutes misuse of District technology resources.
4. A prohibition against:
 - a. accessing other user accounts or files without authorization;
 - b. conducting personal business or activities;
 - c. accessing pornography;
 - d. communicating inappropriately with students;
 - e. accessing or downloading confidential student information which the employee has no legitimate educational need to know; and
 - f. accessing or downloading unauthorized software or programs.
5. A requirement that users report any material that is threatening, harassing, or bullying.
6. A release of all claims and liability against the District for use of District technology resources.

C. District Personnel Use

District personnel must comply with Policies 4215 and 4216.

D. State Assessments

During the administration of state assessments (e.g., WIDA, M-STEP, etc.), unless otherwise permitted by this subsection, students and District personnel, including those individuals acting as test administrators, are prohibited from possessing, using, wearing, or otherwise accessing any electronic devices not being actively used for testing purposes when in an active testing session or while on a break when in an active testing session. Pictures, videos, or other communications regarding test content are prohibited during all testing and breaks.

For the purposes of this subsection, an "electronic device" includes any electronic device that can be used to record, transmit, or receive information not used for testing, including but not limited to computers, tablets, iPads, e-readers, smart watches (including Fitbits), smartphones and cell phones, Bluetooth headphones or smart earbuds, or smart glasses.

The Superintendent and building principals are authorized to develop additional building-level rules related to state assessments so long as those rules are not in conflict with this subsection.

1. Students

- a. Students shall leave all electronic devices outside of the testing room or shall power off all electronic devices and surrender them to the test administrator for collection prior to beginning the testing session.
- a-b. If an additional electronic device is medically necessary for a testing student, the device must be left with the test administrator, unless the student is required to possess the device, in which case the test must be administered to the student by a test administrator in a one-on-one setting and the student must be actively monitored at all times while testing.
- c. During the testing sessions or breaks, students may not access any additional websites or applications on a device used for testing.

2. Test Administrators

- a. Test administrators or other District personnel monitoring or troubleshooting the administration of state assessments must:
 - i. Ensure that all background applications and alternative websites are disabled on testing devices.
 - ii. Actively monitor students in the testing room and verify that students do not have access to additional electronic devices before, during and after testing, including breaks.
 - iii. Refrain from disturbing the testing environment, including through texting, speaking, or using electronic devices for non-testing purposes (e.g. to complete other work). Test administrators must silence all electronic devices. Test administrators may wear a wearable electronic device (e.g., smart watch or Fitbit), but must ensure that the device is in airplane mode during test administration.
- a-b. Test administrators may use electronic devices to alert other personnel of issues or emergencies requiring assistance. Such other personnel may use their electronic devices for troubleshooting purposes, but should exit the testing room when engaging in those communications.

3. Penalties

The failure to comply with this subsection may result, as applicable, in employee or student disciplinary action and such consequences as deemed necessary or appropriate by the Michigan Department of Education (e.g. invalidation of an individual student’s test, or misadministration of the entire testing session and invalidation of all the students’ tests).

D.E. Public Access to Technology

1. Pursuant to the Michigan Library Privacy Act, each school library offering public access to the internet or a computer, computer program, computer network, or computer system (a “Qualifying School Library”) will limit minors to only use or view those terminals that do not receive material that is obscene, sexually explicit, or harmful to minors. Persons age 18 or older, or a minor accompanied by the minor’s parent/guardian, may access a school library terminal that is not restricted from receiving such material, if any.
2. Only when a Qualifying School Library offers public access as described in subsection D.1., the District must designate at least 1 terminal that is not restricted from receiving such material and at least 1 terminal that is restricted from receiving such material. Library staff must take steps to ensure that minors not accompanied by a parent or guardian do not access the unrestricted terminal. The Superintendent or designee will determine which employees will implement subsection D in each Qualifying School Library.
3. As used in this Policy, “terminal” means a device used to access the internet or a computer, computer program, computer network, or computer system.

Legal authority: 47 USC 254; MCL 397.602, 397.606

Date adopted: December 13, 2021

Date revised: September 12, 2022

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

~~3120 **Intentionally Left Blank Head Start COVID-19 Mitigation** [Optional] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]~~

~~On November 30, 2021, the U.S. Department of Health and Human Services (“DHHS”) issued an interim final rule with comment on Head Start program vaccination and mask requirements (“IFR”). On January 6, 2023, DHHS issued a final rule that rescinded the IFR mask requirement but retained the IFR vaccination requirement (“Final Rule”). The Final Rule also added a COVID-19 mitigation policy requirement.~~

~~A. Policy Duration~~

~~This Policy is effective immediately and will remain in effect for the duration of the IFR and the Final Rule. Notwithstanding anything to the contrary in this Policy, the Superintendent may suspend or revise this Policy (in whole or in part) if, following consultation with the District’s legal counsel, the Superintendent determines that legal authority requires or permits the suspension or revision. The Superintendent must report such suspension or revision to the Board at the next scheduled Board meeting for ratification.~~

~~B. Definitions~~

~~The definitions in this Section apply to this Policy.~~

- ~~1. “Acceptable Proof of Vaccination Status” means any of the following:~~
 - ~~a. CDC COVID-19 vaccination record card (or a legible photo of the card),~~
 - ~~b. Documentation of vaccination from a health care provider or electronic health record,~~
 - ~~c. State immunization information system record, or~~
 - ~~d. If vaccinated outside the U.S., a reasonable equivalent of a document listed in (a)-(c) immediately above.~~

~~2. “Administrator” [Choose Option 1 or 2:]~~

~~[Option 1 (District Is a Head Start Grantee): means the Superintendent or designee; except, if the District delegated responsibility for operating the Head Start program to another entity in whole or in part, “Administrator” means the chief official of that entity or designee to the extent the program is operated by that entity].~~

~~[Option 2 (District Is not a Head Start Grantee, but a Head Start Grantee Delegated Head Start Program Responsibilities to the District): means the Superintendent or designee].~~

- ~~3. “Fully Vaccinated.” A person is “fully vaccinated” 2 weeks after receiving:
 - ~~a. an approved COVID-19 vaccine that requires only 1 dose (e.g., Johnson & Johnson), or~~
 - ~~b. the second dose of an approved COVID-19 vaccine that requires 2 doses with at least the minimum recommended interval between doses (e.g., Pfizer or Moderna).~~~~
- ~~4. “Facility” means a structure, such as a building or modular unit, appropriate for use in operating a Head Start program and used primarily to provide Head Start services, including services to children and their families, or for administrative purposes or other activities necessary to operate a Head Start program.~~
- ~~5. “Head Start Program” means a program funded under the Head Start Act, 42 USC 9831, et seq., including a Head Start, Early Head Start, migrant, seasonal, and tribal program.~~
- ~~6. “Mask” means a face covering that (i) covers one’s mouth, nose, and chin, (ii) stays in place when a person talks and moves, (iii) does not contain vents or exhalation valves, and (iv) is consistent with the CDC’s “Your Guide to Masks” (<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html>).~~
- ~~7. “Staff” means paid adults who have responsibilities related to children and their families who are enrolled in Head Start programs.~~

~~C. Vaccination~~

~~1. Requirement~~

~~The following Head Start program participants shall be fully vaccinated for COVID-19 before participating in the Head Start program:~~

- ~~a. Staff,~~
- ~~b. Contractors whose activities involve contact with or providing direct services to children and families, and~~
- ~~c. Volunteers in classrooms or working directly with children other than their own.~~

~~2. Exemptions~~

~~This Policy’s vaccination requirement does not apply to those:~~

- ~~a. For whom a vaccine is medically contraindicated,~~

- ~~b. For whom medical necessity requires a delay in vaccination, or~~
- ~~c. Who are legally entitled to an accommodation with regard to the COVID-19 vaccination requirements based on an applicable federal law.~~

~~3. Exemption Requests~~

~~A person requesting an exemption under Section C(2)(a) or (b) shall complete and provide to the Administrator a signed and dated statement explaining the basis for the requested exemption, along with documentation confirming a recognized clinical contraindication to COVID-19 vaccines or medical need for delay. The documentation shall be signed and dated by a licensed practitioner, who is not the person requesting the exemption, and who is acting within the practitioner's respective scope of practice as defined by, and in accordance with, all applicable state and local laws. The documentation must contain all information specifying which of the authorized or approved COVID-19 vaccines are clinically contraindicated for the person to receive and the recognized clinical reasons for the contraindications or the recognized clinical reasons necessitating a delay in vaccination; and a statement by the authenticating practitioner recommending that the person be exempted from this Policy's vaccination requirement based on the recognized clinical contraindications or allowed to delay vaccination.~~

~~The Administrator will consider, in consultation with the District's legal counsel, an accommodation request pursuant to Section C(2)(c) under applicable federal or state law based on a person's disability or sincerely held religious belief, practice, or observance that conflicts with this Policy's vaccination requirement.~~

~~4. Proof of Vaccination Status~~

~~A person subject to this Policy's vaccination requirement shall provide acceptable proof of vaccination status to the Administrator before participating in the Head Start program.~~

~~5. Testing~~

~~A person exempt from this Policy's vaccination requirement shall undergo COVID-19 testing on at least a weekly basis. That person shall promptly provide documentation of each COVID-19 test result to the Administrator.~~

~~6. Exclusion from Facility~~

~~A person with a positive COVID-19 test result shall immediately leave the facility. The person shall not return to the facility without the prior written approval of the Administrator, which approval will not be granted until the person establishes — to the satisfaction of the Administrator — that the person is no longer infectious.~~

~~D. COVID-19 Mitigation~~

~~The Final Rule imposes a COVID-19 mitigation policy requirement on Head Start programs. The mitigation provisions in this Section were developed in consultation with the applicable Health Start program Health Services Advisory Committee to reduce COVID-19 transmission, infection, and severity. The provisions were also developed using DHHS guidance issued on January 6, 2023 (Supplementary Information on Establishing an Evidence-based COVID-19 Mitigation Policy) and objective evidence and findings from public health authorities such as the CDC, the Michigan Department of Health and Human Services (“MDHHS”), and the local health department.~~

~~1. COVID-19 Levels~~

~~The Administrator or designee will monitor COVID-19 levels in the local community using data from sources such as the CDC, MDHHS, and the local health department. Mitigation procedures identified below will apply to the District’s Head Start Programs depending on whether COVID-19 levels are low, medium, or high, as determined by the Administrator or designee.~~

~~At the time of this Policy’s revision date (identified below), the Administrator or designee has determined that COVID-19 levels in the local community are [low/medium/high]. The mitigation procedures for that category will continue to apply until the Administrator or designee announces a category change.~~

~~a. Low: staff, contractors, volunteers, and children may choose to wear masks.~~

~~b. Medium:~~

~~i. Masks are recommended for staff, contractors, volunteers, and children who are at high risk for contracting COVID-19.~~

~~ii. Staff, contractors, volunteers, and children are encouraged to stay at home when sick.~~

~~iii. The Administrator or designee will research potential ventilation improvements and report any improvement recommendations to the Board.~~

~~c. High:~~

~~i. Masks are required for staff, contractors, volunteers, and children two years of age and older when there are two or more people:~~

~~A) On a vehicle owned, leased, or arranged by the Head Start program, and~~

~~B) Indoors in a setting when Head Start services are provided.~~

- ~~ii. Staff, contractors, volunteers, and children are encouraged to stay at home when sick.~~
- ~~iii. If COVID-19 ventilation improvements have not already been made, the Administrator or designee will implement ventilation improvements within Board-approved parameters.~~
- ~~iv. This Section's mask requirement does not apply to the following:
 - ~~A) When a person is eating or drinking, and~~
 - ~~B) Children when they are napping.~~~~

~~The Administrator or designee will consider, in consultation with the District's legal counsel, an accommodation request under applicable federal or state law based on a person's disability or sincerely held religious belief, practice, or observance that conflicts with this Policy's mask requirement.~~

~~2. Communication~~

~~The Administrator or designee will notify applicable Head Start staff, contractors, volunteers, and children of changes in COVID-19 level categories as soon as possible. The communication will identify the rationale for the category change and will refer back to this Policy for applicable mitigation procedures. The communication will be made through email, using emails on file with the District, to staff, contractors, volunteers. Children will be notified through an appropriate medium, as determined by the Administrator or designee, such as through a PA system announcement or classroom postings.~~

~~E. Retention of Exemption Requests and Outcomes~~

~~The Administrator will retain copies of exemption requests, outcomes, and supporting documentation completed or obtained pursuant to this Policy.~~

~~F. Document Confidentiality~~

~~The District will maintain as confidential all medical information in accordance with applicable laws and policies.~~

~~G. Discipline~~

~~An employee or child who fails to comply with this Policy may be subject to discipline. A contractor or volunteer who fails to comply with this Policy may be removed from the facility.~~

~~Legal authority: 45 CFR Part 1302; MCL 380.11a~~

~~Date adopted:~~

~~Date revised:~~

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4101.01 Religious Accommodation

The Board will reasonably accommodate an employee whose sincerely held religious belief, practice, or observance conflicts with a work requirement, up to 3 days per school year, unless providing the accommodation would create an undue hardship.

An employee requesting a religious accommodation will provide adequate notice to the building Principal or designee of their request.

Date adopted: December 13, 2021

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

~~4.~~ 5200 Student Conduct and Discipline

~~4.~~ 5206 Student Discipline

A. Student Discipline – Generally

The Board is committed to providing students and staff with a safe learning environment free from substantial disruption. Consistent with this commitment, the District may discipline students who engage in misconduct, up to and including suspension or expulsion from school.

The District will take steps to effectively discipline students in a manner that minimizes out-of-school suspensions and expulsions. The District will comply with applicable laws related to student discipline, including the consideration of specific factors and possible use of restorative practices.

B. Applicability

This Policy applies to student conduct that occurs:

1. on District property;
2. at a school-sponsored or school-related event;
3. on a school bus or vehicle;
4. while traveling to or from school, including at a bus stop; and
5. at any other time or place if the conduct has a nexus to the school, substantially disrupts the school environment, or as permitted by law.

C. Student Code of Conduct

The Superintendent or designee will develop, regularly update, and annually publish a student code of conduct in all student handbooks. The student code of conduct must:

1. identify offenses that may result in discipline;
2. identify possible disciplinary consequences for each offense, which may, if appropriate, include suspension or expulsion;
3. be consistent with applicable state and federal laws and Board Policies; and
4. include a copy of Policy 5206E entitled “Suspension from Class, Subject, or Activity by Teacher.”

D. Definitions

For purposes of this Policy:

1. “suspend” or “suspension” means a disciplinary removal from school for less than 60 school days;
2. “expel” or “expulsion” means a disciplinary removal from school for 60 or more school days;
3. “restorative practices” means practices that emphasize repairing the harm to the victim and the school community caused by a student’s misconduct; and
4. “Mandatory 7 Factors” means the following:
 - a. the student’s age;
 - b. the student’s disciplinary history;
 - c. whether the student has a disability;
 - d. the seriousness of the behavior;
 - e. whether the behavior posed a safety risk;
 - f. whether restorative practices are a better option; and
 - g. whether lesser interventions would address the behavior.

E. Restorative Practices

Before suspending or expelling a student (except a student who possesses a firearm in a weapon-free school zone), teachers, administrators, and the Board must first determine whether restorative practices would better address the student’s misconduct, recognizing the Board’s objective of minimizing out-of-school suspensions and expulsions. Likewise, teachers, administrators, and the Board must consider whether restorative practices should be used in addition to the suspension or expulsion. Restorative practices, which may include a victim-offender conference, should be the first consideration to remediate offenses such as interpersonal conflicts, bullying, verbal and physical conflicts, theft, damage to property, class disruption, harassment, and cyberbullying.

All victim-offender conferences must be conducted consistent with state and federal law and Policies. No student who claims to be the victim of unlawful harassment may be compelled to meet with the alleged perpetrator of the harassment as part of a restorative practice.

F. Discretionary Suspension or Expulsion

Under Michigan law, a suspension of 10 or fewer school days is presumed to be reasonable. A suspension of more than 10 school days or an expulsion is, in most

circumstances, presumed not to be justified. Before imposing a suspension or an expulsion, administrators or the Board must consider the Mandatory 7 Factors.

1. Building Administrators – 5 or fewer days

The Board delegates to all building administrators the authority to suspend a student for up to 5 school days consistent with the student code of conduct.

A building administrator may also suspend a student for up to 5 school days pending further investigation and possible further disciplinary consequences, including a longer-term suspension or expulsion.

Before exercising this authority, the building administrator must consider the Mandatory 7 Factors.

Additionally, before suspending a student for any length of time, the building administrator must provide the student due process as described in Policy 5206A. If the student is a student with a disability, the student's discipline is also subject to Policy 5206B.

2. Superintendent – 6 to 10 days. ~~Less than 10 school days~~

The Board delegates to the Superintendent the authority to suspend a student for 6 to 10 ~~less than 10 school~~ days consistent with the student code of conduct. Before exercising this authority, the Superintendent must consider the Mandatory 7 Factors.

Any time the Superintendent finds that a suspension of more than 10 school days is warranted, the Superintendent must base the rationale on the Mandatory 7 Factors and explain the rationale in writing.

Additionally, before suspending a student for any length of time, the Superintendent must provide the student due process as described in Policy 5206A. If the student is a student with a disability, the student's discipline is also subject to Policy 5206B.

3. Board – Suspension or Expulsion

The Board may suspend or expel a student for an offense consistent with the student code of conduct.

Before exercising this authority, the Board must consider the Mandatory 7 Factors.

Any time the Board finds that a suspension of more than 10 school days or expulsion is warranted, the Board must base the rationale on the Mandatory 7 Factors and explain the rationale in writing.

Before exercising this authority, the Board must provide the student due process as described in Policy 5206A. If the student is a student with a disability, the student's discipline is also subject to Policy 5206B.

G. Criminal Sexual Conduct – Discretionary Suspension or Expulsion

If a student commits criminal sexual conduct, as defined in Revised School Code Section 1311, against another student enrolled in the District and expulsion is not mandatory under Policy 5206 H.3, the District may suspend or expel the student even if the student has not been criminally charged, subject to consideration of the Mandatory 7 Factors.

Before exercising this authority, the District must provide the student due process as described in Policy 5206A. If the student is a student with a disability, the student's discipline is also subject to Policy 5206B.

H. Mandatory Suspension or Expulsion

Building principals and other administrators must refer all incidents that may result in a mandatory suspension or expulsion to the Superintendent or designee for transmission to the Board. As explained below, the Board recognizes that in some circumstances it may choose not to suspend or expel a student. Nothing in this section may be construed as limiting the Board's discretion to suspend or expel a student for any offense that the student code of conduct identifies as possibly resulting in suspension or expulsion.

1. Possession of a Dangerous Weapon

a. Possession of a Firearm

If a student possesses a firearm in a weapon-free school zone, the Board will permanently expel the student unless the student demonstrates, in a clear and convincing manner, at least one of the following:

- the student was not possessing the firearm to use as a weapon or to deliver, either directly or indirectly, to another person to use as a weapon;
- the student did not knowingly possess the firearm;
- the student did not know or have reason to know that the firearm constituted a "dangerous weapon"; or
- the student possessed the firearm at the suggestion, request, or direction of, or with the express permission of, school or police authorities.

If a student demonstrates one of the above circumstances in a clear and convincing manner and the student has not been previously suspended or

expelled from school, the Board will not expel the student unless the Board finds that, based on the circumstances, expulsion is warranted.

b. Possession of a Dangerous Weapon (Other than a Firearm)

If a student possesses a dangerous weapon (other than a firearm) in a weapon-free school zone, the Board will consider whether to permanently expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

The Board is not required to expel a student for possession of a dangerous weapon (other than a firearm) if the student demonstrates, in a clear and convincing manner, at least one of the following:

- the student was not possessing the instrument or object to use as a weapon or to deliver, either directly or indirectly, to another person to use as a weapon;
- the student did not knowingly possess the weapon;
- the student did not know or have reason to know that the instrument or object constituted a “dangerous weapon”; or
- the student possessed the weapon at the suggestion, request, or direction of, or with the express permission of, school or police authorities.

If a student demonstrates one of the above circumstances in a clear and convincing manner and the student has not been previously suspended or expelled from school, the Board will not expel the student unless the Board finds that, based on the circumstances, expulsion is warranted.

c. Applicable Definitions for Dangerous Weapon Offense

“Weapon-free school zone” means school property and a vehicle used by a school to transport students to or from school property.

“School property” means a building, playing field, or property used for school purposes to impart instruction to children or used for functions and events sponsored by a school, except a building used primarily for adult education or college extension courses.

“Dangerous weapon” means a firearm, dagger, dirk, stiletto, knife with a blade over 3 inches in length, pocket knife opened by a mechanical device, iron bar, or brass knuckles.

“Firearm” means (i) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (ii) the frame or receiver of any such weapon; (iii) any

firearm muffler or firearm silencer; or (iv) any destructive device. “Firearm” does not include an antique firearm, as defined by 18 USC § 921.

“Destructive device” means (i) any explosive, incendiary, or poison gas (including a bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or similar device); (ii) any type of weapon (other than a shotgun or a shotgun shell that the Attorney General finds is generally recognized as particularly suitable for sporting purposes) by whatever name known which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than one-half inch in diameter; and (iii) any combination of parts either designed or intended for use in converting any device into a destructive device and from which a destructive device may be readily assembled.

d. **Additional Procedures for Dangerous Weapon Expulsion**

The Superintendent or designee must ensure that if a student is expelled for possession of a dangerous weapon, the student’s permanent record reflects the expulsion. The Superintendent or designee must refer a student who is expelled for possession of a dangerous weapon to the county department of social services or the county community mental health agency and notify the student’s parent/guardian (or the student, if the student is at least age 18 or is an emancipated minor) of the referral within 3 calendar days of the expulsion. The Superintendent or designee must also make a referral to local law enforcement and contact the student’s parent/guardian immediately any time a student is found to have brought a dangerous weapon to school or possessed a dangerous weapon at school, at a school related activity, or in a school vehicle. If a District official confiscates a dangerous weapon, the District official will give the dangerous weapon to law enforcement and will not release the dangerous weapon to any other person, including the legal owner.

Unless reinstated pursuant to Revised School Code Section 1311(6), a student expelled by another district or public school academy for possession of a dangerous weapon may not enroll in the District.

2. **Arson**

If a student commits arson as defined in Revised School Code Section 1311, in a school building or on school grounds, the Board will consider whether to permanently expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

The Superintendent or designee must ensure that if a student is expelled for committing arson, the student’s permanent record reflects the expulsion. The Superintendent or designee must refer a student who is expelled for

committing arson to the county department of social services or the county community mental health agency and notify the student's parent/guardian (or the student, if the student is at least age 18 or is an emancipated minor) of the referral within 3 calendar days of the expulsion.

Unless reinstated pursuant to Revised School Code Section 1311(6), a student expelled by another district or public school academy for committing arson may not enroll in the District.

3. **Criminal Sexual Conduct**

If a student commits criminal sexual conduct as defined in Revised School Code Section 1311, in a school building or on school grounds, or pleads to, is convicted of, or is adjudicated for criminal sexual conduct against another student enrolled in the District, the Board will consider whether to permanently expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

The Superintendent or designee must ensure that if a student is expelled for committing criminal sexual conduct, the student's permanent record reflects the expulsion. The Superintendent or designee must refer a student who is expelled for committing criminal sexual conduct to the county department of social services or the county community mental health agency and notify the student's parent/guardian (or the student, if the student is at least age 18 or is an emancipated minor) of the referral within 3 calendar days of the expulsion.

Unless reinstated pursuant to Revised School Code Section 1311(6), a student expelled by another district or public school academy for committing criminal sexual conduct may not enroll in the District.

4. **Physical Assault**

a. **Physical Assault Against Employee, Volunteer, or Contractor**

If a student in grade 6 or above commits a physical assault at school against an employee, volunteer, or contractor and the victim reports the physical assault to the Board or to a school administrator or, if the victim is unable to report the assault, another person makes the report on the victim's behalf, the Board will consider whether to permanently expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

The Superintendent or designee must ensure that if a student is expelled for physically assaulting an employee, volunteer, or contractor, the student's permanent record reflects the expulsion. The Superintendent or designee must refer a student who is expelled for physically assaulting an employee, volunteer, or contractor to the county department of social services or the

county community mental health agency and notify the student's parent/guardian (or the student, if the student is at least age 18 or is an emancipated minor) of the referral within 3 calendar days of the expulsion.

Unless reinstated pursuant to Revised School Code Section 1311a(5), a student expelled by another district or public school academy for physically assaulting an employee, volunteer, or contractor may not enroll in the District.

b. **Physical Assault Against Another Student**

If a student in grade 6 or above commits a physical assault at school against another student and the physical assault is reported to the Board or to an administrator, the District will consider whether to suspend or expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

A resident student in grade 6 or above who is currently expelled by another district or public school academy for committing a physical assault against another student may request to enroll in the District. The Superintendent or designee will consider the request along with any information the Superintendent or designee determines relevant. The Superintendent or designee may either grant or deny the request. The Superintendent's decision is final.

c. **Applicable Definitions for Physical Assault Against Student**

- i. "Physical assault" means intentionally causing or attempting to cause physical harm to another through force or violence.
- ii. "At school" means in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event whether or not it is held on school premises.

5. **Bomb Threat or Similar Threat**

If a student in grade 6 or above makes a bomb threat or similar threat directed at a school building, other District property, or at a school-related event, the District will consider whether to suspend or expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

A resident student in grade 6 or above who is currently expelled by another district or public school academy for making a bomb threat or similar threat may request to enroll in the District. The Superintendent or designee will consider the request along with any information the Superintendent or designee determines relevant. The Superintendent or designee may either grant or deny the request. The Superintendent's decision is final.

I. **Statewide School Safety Information Policy (SSSIP) & Law Enforcement Reporting**

The Superintendent or designee must notify law enforcement when required by the SSSIP and make all other reports and provide all other notifications required by the SSSIP or any state or federal law. Nothing in this Policy limits the ability of a school administrator to contact law enforcement at any other time.

J. Educational Programming During Suspension or Expulsion

Except as otherwise required by law or as provided in this Policy, a student who has been suspended or expelled may not be on school property, attend classes or other school functions, or participate in extracurricular activities during the student's suspension or expulsion without written permission from the Superintendent or designee. District personnel may assist students who have been suspended or expelled to explore alternative means, as allowed by law, to earn credit and to complete coursework during the period of the student's suspension or expulsion.

Legal authority: 18 USC 921; 20 USC 1401 et seq., 7151; 29 USC 705, 794-794b; MCL 380.1308-.1310, 380.1310a, 380.1310c, 380.1310d, 380.1311, 380.1311a, 380.1312, 380.1313

Date adopted: December 13, 2021

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5206A Student Discipline - Due Process

The District will provide students due process to the extent required by state and federal law before a student is suspended or expelled. All District administrators must respect student due process rights.

If a District administrator determines that an emergency exists that requires the immediate removal of a student from school, the administrator may contact the student's parent/guardian or local law enforcement or take other measures to have the student safely removed from school. The administrator must, as soon as practicable thereafter, follow the procedures outlined in this Policy.

A. Building Administrator – 5 or Fewer School Days

Before suspending a student for 5 or fewer school days, an administrator must: (1) provide the student verbal notice of the offense the student is suspected to have committed, and (2) provide the student an informal opportunity to explain what happened. Except in emergency circumstances, an administrator will not suspend the student unless, after providing the student notice and an opportunity to explain, the administrator is reasonably certain that the student committed a violation of the student code of conduct and that suspension is the appropriate consequence.

B. Superintendent or Designee – 6 - 10 days ~~10 or Fewer School Days~~

Before suspending a student for more than 10 school days but less than 60 school days, the Superintendent or designee must provide the parent/guardian or student with: (1) written notice of the offense the student is suspected to have committed; (2) an explanation of the evidence relied upon by the District in arriving at the conclusion that disciplinary action may be warranted; and (3) an opportunity for a hearing at which the student may present evidence and witnesses to show that the student did not commit the alleged offense or that suspension is not an appropriate consequence. The Superintendent or designee will provide the parent/guardian or student at least 3 calendar days' notice before the hearing. The parent/guardian and student may be represented, at their cost, by an attorney or another adult advocate at the hearing. The Superintendent or designee will not suspend the student unless, following the hearing, he or she is convinced by a preponderance of the evidence that the student committed a violation of the student code of conduct and that suspension is the appropriate consequence. A parent/guardian or student may appeal the Superintendent's or designee's decision to the Board. The appeal must be submitted to the Board within 3 calendar days of the decision. The Board will hear the appeal at its next regularly scheduled meeting. The Board's decision is final. The student's suspension will run while the appeal is pending.

C. Board Suspension or Expulsion

Before the Board suspends or expels a student, the Superintendent or designee must provide the parent/guardian or student with: (1) written notice of the offense the student is suspected to have committed; (2) an explanation of the evidence relied upon by the District in arriving at the conclusion that disciplinary action may be warranted; and (3) an opportunity for a Board hearing at which the student may present evidence and witnesses to show that the student did not commit the suspected offense or that suspension or expulsion is not an appropriate consequence. The Superintendent or designee will provide the parent/guardian or student at least 3 calendar days' notice before the hearing. The parent/guardian and student may be represented, at their cost, by an attorney or another adult advocate at the hearing. The Board will not suspend or expel the student unless, following the hearing, a majority of the Board finds by a preponderance of the evidence that the student committed misconduct that should result in suspension or expulsion under either the student code of conduct or this Policy and that suspension or expulsion is the appropriate consequence. The Board's decision is final.

Legal authority: *Goss v Lopez*, 419 US 565 (1975)

Date adopted: December 13, 2021

Date revised:



MEMORANDUM

TO: ELPS Board of Education & Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance & Operations

SUBJECT: Informational Item – Food Service Management Company Bid

DATE: April 6, 2023

Background:

The District's current food service management company (FSMC) contract with Chartwells expires June 30, 2023. The District has exhausted its one-year renewal options and is required to seek bids for 2023-24 if it wants to continue to have a FSMC manage its food service operations.

Using the State of Michigan standardized request for proposal (RFP) the District solicited bids for its food service operations based on the District's specific food service financial and meal information. The RFP is a collaborative process between the District and DeWitt Public Schools because we share (50/50) the FSMC on-site manager (currently held by Sandy Leach). A mandatory pre-bid meeting was held on March 14, 2023. Four FSMCs attended the meeting. Bids were publicly opened on April 4, 2023 at 2:00 pm. Two companies, Chartwells and Southwest Foodservice Excellence, submitted bids.

I along with Scott Baker-Young review and evaluate each bid received. Based on the requirements by the State a "Bid Point Calculator and Evaluation Criteria Matrix" is used to evaluate each bid. The vendor with the highest point total out of a possible 100 points wins the contract per State requirements. The first 51 points of the "Bid Point Calculator and Evaluation Criteria Matrix" are assigned based on the bid price per meal. The remaining 49 points are based on non-pricing factors including: district manager support, integrity and reliability of projected operating budget/forecast, manager candidate, employee training and development, plan of operations, and past performance.

Based on the evaluation of the bids it is recommended that the Board award Chartwells the contract to manage and staff the District's food service operations for FY 2023-24. Attached is the Bid Point Calculator and Evaluation Criteria Matrix and the Bid Sheets submitted. The State of Michigan provides a standard contract to be used with FSMCs.

That contract, as well as Chartwells proposed addendum, is attached. The proposed addendum #1 would modify the management fee, administrative fee, and advanced payment. Based on estimated total meals the management fee would be \$527 (1.87%) more than the cap proposed by the District. The administrative fee would be \$810 (1.3%) more than the cap proposed by the District. The advanced payment is basically a prepayment (cashflow incentive for Chartwells) by the District at the start of the school year and is 100% refunded by Chartwells at the end of the school year. Currently the advanced payment is \$75,000 and Chartwells has proposed \$90,000. The proposed addendum #2 is related to a non-compete clause. As the District has no intention of hiring Chartwells salaried employees this would not impact the District. The proposed addendum #3 and #4 changes some terminology and adds language that should not impact the District.

Per State requirements, the District must obtain MDE approval of its recommendation to award the bid to the FSMC prior to the Board of Education taking action. I have submitted the required documents to MDE and await their approval.

BID SHEET
FSMC Cost Reimbursable Contract
WITH ADVANCE PAYMENT

This bid is being offered by: Southwest Foodservice Excellence, LLC
 Name of Food Service Management Company

This bid is being offered to: East Lansing School District
 Name of School District/Sponsor

Projected Meals/M meal Equivalents Per Year: 333,830 (do not alter, cell will auto-fill upon MDE review)

Advance Payment is: Annual One Time Only
 (District/Sponsor completes)

District/Sponsor is contracting for the expenses "checked" as Bid Items below	Bid Items (Sponsor completes)	Projected Operating Cost WITH Advance Payment (Bidder completes)
Food Cost - Including Commodities Delivery Charge (Net of VDA/Rebates)	<input checked="" type="checkbox"/>	\$398,761.44
Food Cost - FFVP (as defined in RFP)	<input type="checkbox"/>	
On-Site Manager Salary/Fringe Benefits	<input checked="" type="checkbox"/>	\$109,130.27
Labor - FSMC Employees	<input checked="" type="checkbox"/>	\$451,159.29
Fringe Benefits - FSMC Employees	<input checked="" type="checkbox"/>	\$86,371.71
Contracted Services (not utilities or FSMC administrative costs)	<input type="checkbox"/>	
Transportation/Vehicle Cost	<input type="checkbox"/>	
Non-Food Cost (excluding FFVP) (Supplies and Other Materials)	<input checked="" type="checkbox"/>	\$38,001.18
Non-Food Cost for FFVP only (as defined in RFP) (Supplies and Other Materials)	<input type="checkbox"/>	
Utilities (assigned to Food Service Fund)	<input type="checkbox"/>	
Other (as defined on Projected Costs tab)	<input checked="" type="checkbox"/>	\$61,846.62
Flat Rate for FFVP (as defined in RFP)	<input type="checkbox"/>	
FSMC Administrative Cost	<input checked="" type="checkbox"/>	\$50,120.28
FSMC Management Fee	<input checked="" type="checkbox"/>	\$22,192.92
Subtotal (Bid Items Only)		\$1,217,583.72
Bid Price Per Meal (subtotal divided by projected meals/meal equivalents)		\$3.65
Additional Food Service Markup if applicable (refer to RFP)		
TOTAL PROJECTED OPERATING COST		\$1,217,583.72

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By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable program laws and regulations. This contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

FSMC Representative Signature:  Date: 3/31/2023

NOTE: The bidder must use this bid sheet when submitting its bid.

BID SHEET
FSMC Cost Reimbursable Contract
WITH ADVANCE PAYMENT

This bid is being offered by:

Chartwells

Name of Food Service Management Company

This bid is being offered to:

East Lansing School District

Name of School District/Sponsor

Projected Meals/Meal Equivalents Per Year:

333,830

(do not alter, cell will auto-fill upon MDE review)

Advance Payment is:
(District/Sponsor completes)

Annual

One Time Only

District/Sponsor is contracting for the expenses "checked" as Bid Items below	Bid Items (Sponsor completes)	Projected Operating Cost WITH Advance Payment (Bidder completes)
Food Cost - Including Commodities Delivery Charge (Net of VDA/Rebates)	<input checked="" type="checkbox"/>	\$487,391.37
Food Cost - FFVP (as defined in RFP)	<input type="checkbox"/>	
On-Site Manager Salary/Fringe Benefits	<input checked="" type="checkbox"/>	\$130,101.36
Labor - FSMC Employees	<input checked="" type="checkbox"/>	\$441,340.37
Fringe Benefits - FSMC Employees	<input checked="" type="checkbox"/>	\$63,685.42
Contracted Services (not utilities or FSMC administrative costs)	<input type="checkbox"/>	
Transportation/Vehicle Cost	<input type="checkbox"/>	
Non-Food Cost (excluding FFVP) (Supplies and Other Materials)	<input checked="" type="checkbox"/>	\$81,147.00
Non-Food Cost for FFVP only (as defined in RFP) (Supplies and Other Materials)	<input type="checkbox"/>	
Utilities (assigned to Food Service Fund)	<input type="checkbox"/>	
Other (as defined on Projected Costs tab)	<input checked="" type="checkbox"/>	\$13,491.00
Flat Rate for FFVP (as defined in RFP)	<input type="checkbox"/>	
FSMC Administrative Cost	<input checked="" type="checkbox"/>	\$63,000.00
FSMC Management Fee	<input checked="" type="checkbox"/>	\$28,709.35
Subtotal (Bid Items Only)		\$1,308,865.88
Bid Price Per Meal <small>(subtotal divided by projected meals/meal equivalents)</small>		\$3.92
Additional Food Service Markup if applicable (refer to RFP)		
TOTAL PROJECTED OPERATING COST		\$1,308,865.88

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By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable program laws and regulations. This contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

FSMC Representative

Signature: *A. Shaffer*

Amy Shaffer,
 CEO, Chartwells K12

Date: 3/15/2023

NOTE: The bidder must use this bid sheet when submitting its bid.

**FOOD SERVICE MANAGEMENT COMPANY
COST-REIMBURSABLE CONTRACT
SCHOOL YEAR 2023-2024**

**REQUEST FOR PROPOSAL
Invitation to Submit a Proposal for a
Food Service Management Company**

RFP Issued By:

**East Lansing School District
501 Burcham Drive
East Lansing, MI 48823**

Name of Contact Person: Richard Pugh
Contact Person's Title: Director of Finance and Operations
Contact Person's Phone Number: 517-333-7435
Contact Person's Email Address: richard.pugh@elps.us

FSMC COST-REIMBURSABLE RFP

Attestation Sheet

By submission of this bid, the Food Service Management Company (FSMC) acknowledges that it has carefully examined all terms and conditions set forth in the FSMC Cost Reimbursable Request for Proposal/Contract Solicitation issued by the **East Lansing School District** (School Food Authority) on **March 10, 2023**. The FSMC acknowledges that it has made examinations and verifications and is fully conversant with all conditions under which services are to be performed for the School Food Authority. No claims for additional compensation will be considered and no contractual amendments will be executed due to the successful bidder's failure to be so informed.

The FSMC acknowledges that the School Food Authority reserves the right to reject any bid(s) when it is in the recipient's interest to do so. Awards will be made to the bidder whose bid or offer is responsive to the solicitation and is most advantageous to the recipient.

Negligence in the preparation or presentation of, errors in, or omissions from bids shall not relieve the FSMC from fulfillment of the obligations and requirements of the proposed contract. Once a contract is executed, the FSMC shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent, or employee of the School Food Authority, or any other person.

By submitting a bid, the FSMC agrees to execute a contract with the School Food Authority and to perform services in accordance with the finalized contract documents.

Signature of FSMC Representative

Name of FSMC

Printed Name of FSMC Representative

Date

GENERAL PROCEDURAL TERMS AND CONDITIONS

A. INTENT

This solicitation is for the purpose of entering into a contract for the operation of a food service program for **East Lansing School District** herein after referred to as the SFA. The bidder or Food Service Management Company will be referred to as the FSMC and the contract will be between the FSMC and the SFA.

B. PROCUREMENT METHOD

The contract awarded will be a cost reimbursable contract.

The bid must be submitted in two parts: a bid price per meal/meal equivalent and a written and/or oral presentation. The bid price per meal/meal equivalent may be weighted more than 50% of the evaluation criteria while the written and/or presentation must be weighted less than 50%. This breakdown will be identified on the Bid Point Calculator and Evaluation Criteria Matrix. Bidders are required to provide a breakdown of food and non-food costs, management and administrative fees, and advance payments as shown on the Bid Sheet. Bids that do not provide this information will be deemed non-responsive and rejected.

The SFA may award the contract to the bidder which it believes, in its sole discretion, to best meet the SFA's needs. Alternatively, the SFA may reject all bids. An award may be made to other than the bidder with the lowest bid price per meal/meal equivalent.

C. BID PACKET RELEASE AND PRE-BID MEETING INFORMATION

1. A copy of the RFP will be available via email at **richard.pugh@elps.us** by **March 10, 2023**.
2. The **mandatory** pre-bid meeting will be held at **10:00 am on March 14, 2023**, at **509 Burcham Drive, East Lansing, MI 48823**.
3. **Final questions** from bidders shall be submitted to the SFA at **richard.pugh@elps.us** by **2:00 pm on March 20, 2023** and will be addressed by the SFA by **March 23, 2023**.

D. BID SUBMISSION AND AWARD

1. Bids/proposals are to be submitted **electronically via email** to **richard.pugh@elps.us** by **2:00 pm on April 4, 2023**.
2. One (1) hard copy proposal and one (1) copy on a USB flash drive shall also be sent to **Richard Pugh, Director of Finance and Operations, 501 Burcham Drive, East Lansing, MI 48823**. The hard copy proposal is to be submitted in a sealed envelope marked "Food Service Management Proposal." The bid sheet is to be submitted in a separate and sealed envelope marked "Bid Sheet – Cost Reimbursable Contract."

SFAs are required to submit the electronic version of the full proposal from its selected bidder to MDE during the contract approval process. USB flash drives and proposals from other responsive bidders shall be made available to MDE upon request.

Any bid received after the exact time specified for receipt will not be considered or opened publicly.

3. The SFA reserves the right to exercise its discretion to reject any or all bids.
4. To be considered, each bidder must submit a complete response to this solicitation using the forms provided.
5. Awards, if any, shall be made to a qualified and responsible bidder whose bid is responsive to this solicitation. A responsible bidder is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation.
6. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief of the plea of error.
7. If additional information is required, please contact **Richard Pugh at 517-333-7435**.

E. INCURRED COSTS

The SFA is not liable for any cost incurred by the bidder prior to the signing of a contract by all parties.

F. BONDING REQUIREMENT

The SFA has elected to require a bid guarantee.

Bidder shall submit with his/her bid a bid guarantee in the amount of five percent (5%) of the total bid price, which shall be in the form of a firm commitment such as a bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids, and (b) to the successful bidder upon execution of such further contractual documents (i.e., insurance coverage) and bonds as may be required by the bid. [2 CFR 200.325 (a)]

G. CONTRACT TERMS

1. This contract shall be for an initial term of one year effective on July 1, **2023**, or upon written approval of the contract by the MDE, whichever occurs last, and ending June 30, **2024**, with up to four (4) one-year renewals, with mutual agreement between the SFA and the FSMC. [7 CFR 210.16 (d)]

In no event shall the contract be effective without the prior approval by MDE. Per 7 CFR 250.36 (a) (12), contract extensions or renewals are contingent upon the fulfillment of all contract provisions relating to USDA Foods.

2. Before any fee increases can be implemented as part of a contract renewal agreement, the FSMC shall document to the SFA, through a written financial analysis, the need for such increases. Renegotiation of management and administrative fees in subsequent years of the contract must not exceed the *Consumer Price Index for Urban Consumers – Food Away from Home*

annualized rate for December of the current school year, or a flat percentage rate of **5.0%**, whichever is less.

3. This solicitation/contract, the RFP proposal of the successful bidder, attachments, and mutually negotiated and MDE-approved amendments, modifications, and addenda constitute the entire agreement between the SFA and FSMC. Aside from the adjustments and amendments referenced in Section (G) (2), *supra*, additional documents and/or agreements, including non-negotiated provisions developed by the contractor, cannot become part of the executed contract. Any additional documents resulting in a substantial change to the contract awarded by the SFA will not be executed by the SFA without prior MDE approval. No other food service management contracts will be signed by the SFA.
4. All state agency-mandated changes to the terms of this contract or any amendment will be incorporated therein before the SFA executes any agreement between it and the FSMC.

H. GIFTS FROM FSMC

The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under state or federal law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards. [2 CFR 200.318(c)(1)]

I. SELECTION OF MANAGER

The district requests bids be submitted on the following managerial option(s): a **shared part-time food service director** who will spend **50%** of time at **East Lansing School District** and **50%** of time at **DeWitt Public Schools**, as well as a **full-time chef manager (not to be shared)**.

The SFA reserves the right to interview and approve the on-site food service manager. The FSMC will provide a Certified Food Manager per regulations established by the Michigan Department of Agriculture (MDA) effective June 30, 2009.

J. EMPLOYEES

The current FSMC food service employees will remain employees of the FSMC. The current SFA food service employees will remain employees of the SFA.

The SFA and/or FSMC will provide a Certified Food Manager by building site per regulations established by the MDA effective June 30, 2009.

K. MEAL AND MEAL EQUIVALENTS

For making the meal count computation, the number of lunches, breakfasts, snacks, and suppers will be based on a projection. The number of lunches served will be determined by 1 lunch = 1 meal equivalent. The number of suppers served will be determined by 1 supper = 1 meal equivalent. The number of breakfasts will be determined by 2 breakfasts = 1 meal equivalent. The number of snacks will be determined by 3 snacks = 1 meal equivalent. The

FSMC and SFA shall determine a la carte meal equivalents by dividing a projected net a la carte and catering revenue by the sum of the federal free lunch reimbursement plus the value of USDA entitlement and bonus-donated foods. This equivalent factor will be adjusted annually by taking the sum of the federal free lunch reimbursement plus the value of USDA entitlement and bonus-donated foods. The revenue shall include catering sales, adult meals, and a la carte sales to students and adults **less sales tax**. If applicable, revenue from vending machine sales will be included as part of the a la carte revenue.

L. FEES AND ALLOWABLE DIRECT COSTS (Cost Reimbursable Contract Only)

The following definition is provided to clarify costs included in the administrative fee: centralized company administrative cost, data processing, generalized marketing, training of management in company-specific areas, and legal fees.

The following definitions are provided to clarify allowable direct costs:

"Food" is defined as and limited to those items purchased for use in the preparation and service of student, adult, catered, and a la carte meals as specified under Terms and Conditions of this Agreement. This includes the cost of commodity handling and warehousing charges.

"Labor" is defined as and limited to on-site employees responsible for the management, preparation, service, and clean-up of meals.

"Contracted Services" are costs incurred to pay for a service provided by another company. Typical costs would be laundry services, pest control, and periodic maintenance services. Those costs normally recognized as part of the FSMC administrative fee cannot be separately contracted for and charged to the SFA's Non-profit Food Service Account.

"Transportation Cost" is cost incurred in operating a food service delivery vehicle. This would include gas, oil, tune-ups, and minor repairs. Cost of a purchased vehicle would be a capital expense.

"Non-food Expenses" are defined as paper supplies (including decorations), equipment rental, cleaning materials, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and expenses as contractually obligated herein. Products embossed with the FSMC logo are not considered allowable direct cost items.

"Cost of Capital Equipment" is the cost of purchasing and installing equipment exceeding \$5,000.00, which has had prior approval of the SFA.

M. CAPTIONS

Captions in all sections of this document are provided only as a convenience, and shall not affect the interpretation of this instrument, its attachments, and addenda.

N. GUARANTEED RETURN

The SFA is not requesting a guaranteed return.

O. FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)

The SFA does not currently participate in the Fresh Fruit and Vegetable Program but may do so in the future. If the SFA participates in the future, the SFA requests the FSMC be responsible for the following aspects of FFVP:

- Purchase of fruits and vegetables, including the cost of pre-cut produce
- Purchase of non-food items and supplies that are used in cleaning, prepping, and serving the fruits and vegetables
- Salaries and fringe benefits for employees engaged in preparing and distributing fresh fruits and vegetables and maintaining a sanitary environment

The SFA will provide assurance that the FSMC is completely apprised of all FFVP Policies and rules to guarantee the program is operated in compliance with FNS standards.

The SFA will regularly monitor FSMC operations to ensure compliance with relevant FFVP requirements and provisions of the contract.

If FSMC is going to charge costs other than the actual costs of fresh fruits and vegetables, they must clearly identify the flat rate fee (annual) charged to the SFA's FFVP on the bid sheet contained in the *Information Section of the RFP*. Additionally, the FSMCs are required to submit a FFVP cycle menu based on FNS Guidance.

FSMCs must document and track Fresh Fruit and Vegetable Program (FFVP) expenses separately and must make this documentation easily accessible for the SFA to review. This documentation must fully identify allowable costs and the allocation of costs charged to the FFVP. The SFA uses this information as the basis for its reimbursement claim under the FFVP.

Costs reported by the SFA for reimbursement from the FFVP grant must be allowable, actual costs, and fully documented. Labor costs, which must be minimal in either the "operating or administrative" category, must be reported by the SFA in a manner that clearly identifies the actual time allocated to the FFVP. Administration costs must not exceed 10% of the overall grant.

P. 10 Cents a Meal for Michigan's Kids and Farms (10 Cents a Meal)

The SFA requests the FSMC be responsible for the following aspects of the 10 Cents a Meal program:

- Purchase of minimally processed **Michigan** fruits, vegetables, and legumes, including the cost of pre-cut produce, excluding canned items, such as canned beans and applesauce
- Purchase of non-food items and supplies that are used in serving and cleaning of the Michigan fruits, vegetables, and legumes
- Salaries and fringe benefits for employees engaged in preparing and distributing the Michigan fruits, vegetables, and legumes, and maintaining a sanitary environment

- To the maximum extent practical, the FSMC will expend **\$30,000** on the purchase of Michigan fruits, vegetables, and legumes to maximize the 10 Cents a Meal grant. This dollar amount is double the amount of the estimated award to the SFA (for example, if the estimated award is \$1,000, the Michigan purchases must equal \$2,000).

The SFA will provide assurance that the FSMC is completely apprised of all 10 Cents a Meal policies and rules to guarantee the program is operated in compliance with Section 31j of the Michigan State School Aid Act.

The SFA will regularly monitor FSMC operations to ensure compliance with relevant 10 Cents a Meal program requirements and provisions of the contract.

The FSMC must document and track the 10 Cents a Meal program purchases **separately** and provide as part of an operating statement along with the regular monthly invoice. This documentation must fully identify allowable purchases by month to include the following: 1) product name, 2) farm name, 3) farm location, and 4) dollar amount spent on each product. The SFA shall use this information as the basis for its reimbursement claim under the 10 Cents a Meal grant.

Q. PROFESSIONAL STANDARDS

The final rule, "Professional Standards for State and Local School Nutrition Programs Personnel as required by the Healthy, Hunger-Free Kids Act of 2010," became effective July 1, 2015. Professional Standards resources can be located on the USDA website at [USDA, School Meals, Professional Standards](#).

The SFA and FSMC must adhere to the hiring, training, and oversight standards set forth in the final rule, as well as any subsequent USDA or MDE guidance, policies, or procedures in relation to the final rule. (See USDA memo SP 05-2020: [Questions & Answers Regarding Professional Standards for State and Local School Nutrition Program Personnel | USDA-FNS](#))

The SFA may delegate to the FSMC the responsibility to coordinate, provide, and conduct trainings in accordance with the final rule. Training responsibility will be identified on the *Cost Responsibility Detail* page of the *Information Section*. The FSMC must annually provide documentation to the SFA showing compliance with the required training hours and topics completed by food service personnel.

STANDARD TERMS AND CONDITIONS

I. SCOPE AND PURPOSE

- A. The FSMC, as an independent contractor, shall have the exclusive right to operate the Child Nutrition Programs in which the SFA participates. Child Nutrition Programs include the National School Lunch Program (NSLP), and/or School Breakfast Program (SBP), and/or Afterschool Snack Program, and/or Special Milk Program (SMP), and/or Summer Food Service Program (SFSP), and/or Seamless Summer Option (SSO), and/or Child and Adult Care Food Program (CACFP), and/or Fresh Fruit and Vegetable Program (FFVP).

- B. The FSMC shall operate in conformance with the SFA's Permanent Agreement with MDE (and attachments) for the NSLP, USDA Foods Commodity Distribution, SBP, Afterschool Snack Program, SMP, SFSP, SSO, CACFP, and FFVP.
- C. The FSMC shall be an independent contractor and, except as otherwise expressly stated herein, not an SFA agent or representative. The employees of the FSMC are not employees of the SFA. All FSMC employees shall remain directly accountable to the FSMC for the duration of this contract. Except as otherwise expressly stated in this agreement, the FSMC has the sole responsibility and authority to hire, assign, supervise, evaluate, and discipline any personnel assigned by it in the performance of this contract.
- D. The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- E. All income accruing as a result of payments by children and adults, federal reimbursements, state aid (i.e., 31d, 31f, 31a At-Risk), and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA's Non-profit Food Service Account. Any profit or guaranteed return shall remain in the SFA's Non-profit Food Service Account. The SFA and FSMC agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract, as required under 7 CFR 210.16 (c), 2 CFR 200.323 (d).
- F. The SFA shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the USDA and MDE regarding each of the Child Nutrition Programs covered by this contract. [7 CFR 210.16 (a)(2)]
- G. The SFA shall retain control of the Non-profit Food Service Account and overall financial responsibility for the Child Nutrition Programs.
- H. The SFA shall establish all selling prices for reimbursable and non-reimbursable meals, milk, and a la carte prices. [7 CFR 210.16 (a)(4)]
- I. The FSMC shall provide additional food service, such as banquets, parties, refreshments for meetings, etc., as requested by the SFA. The SFA will be billed for the actual cost of food, supplies, and labor, plus a mutually agreed upon **markup (as documented on the FSMC signed and dated bid sheet)** and the FSMC's overhead and administrative expenses, if applicable, for providing such service. If FSMC overhead and administrative expenses apply, the FSMC must provide the SFA with a detailed breakdown of the charges. USDA Foods shall not be used for these special functions.
- J. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction in accordance with the school district's Wellness Plan.
- K. The FSMC shall conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, 226, 235, 245, and 250; 2 CFR Part 200 Appendix II, 2 CFR 400, 2 CFR 416, 417, and 418; and FNS instructions, final rules and policies, as applicable.

- L. The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume their regular lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by the Food and Nutrition Service, USDA. Such statement shall, in the case of a student with a disability, be signed by a medical doctor or, in the case of a non-disabled student, be signed by a recognized medical authority. There will be no additional charge to the student for such substitutions. [7 CFR 210.10 (m)]
- M. The FSMC shall monthly invoice the SFA a sum not to exceed the amount necessary to cover FSMC's expenditures for the Food Service Program. FSMC shall provide a reconciled monthly statement with costs listed in the following categories: 1) management fee, 2) administrative fee, and 3) operating expenses. Payment shall be due within thirty (30) days of the monthly invoice. A late charge per month **equal to 0.5%** will be added to all unpaid balances more than thirty (30) days. Finance charges cannot be paid from the Non-profit Food Service Account.

II. SIGNATURE AUTHORITY

- A. The SFA shall retain signature authority for the application/agreement to participate in the NSLP, and/or SBP, and/or Afterschool Snack Program, and/or SFSP, and/or SSO, and/or SMP, and/or CACFP, and/or FFVP, including, but not limited to, the Application Renewal, the Verification of Application Form, and letters to MDE to amend the application. [7 CFR 210.16 (a)(5)]
- B. The SFA shall retain signature authority for the Monthly Claim for Reimbursement. [7 CFR 210.16 (a)(5)]
- C. The SFA shall not delegate signature authority to the FSMC in any of the areas identified in paragraphs A and B above.

III. FREE AND REDUCED-PRICE MEALS POLICY

- A. The SFA shall be responsible for or may delegate to the FSMC the establishment and maintenance of the free and reduced-price meals eligibility roster.
- B. The FSMC shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in its application to participate in the Child Nutrition Programs and approved by MDE, as required under 7 CFR Part 210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under 7 CFR Part 245.8. The SFA shall evaluate the monthly meal claim information submitted by the FSMC and verify that the information is accurate before submitting a claim for reimbursement.
- C. The SFA shall be responsible for or may delegate to the FSMC the development, distribution, and collection of the parent letter and application for free and reduced-price meals and/or free milk.

- D. The SFA shall be responsible for or may delegate to the FSMC the responsibility for accessing the direct certification report available from the Center for Educational Performance and Information (CEPI) after each refresh. Students on this report will not require an application from the parent/guardian.
- E. The SFA shall be responsible for or may delegate to the FSMC the responsibility for the determination of eligibility for free and reduced-price meals and free milk. Neither the SFA nor the FSMC will disclose confidential information that is not needed for meal counts from free and reduced-price meal applications and/or the direct certification list. The SFA will provide the FSMC with a list of children and their category of eligibility. This list must be updated when changes occur in a student's eligibility status.
- F. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free and reduced-price meals and free milk.
- G. The SFA shall be responsible for or may delegate to the FSMC the responsibility for verifying applications for free and reduced-price meals, as required by federal regulations.
- H. The SFA shall be responsible for performing the annual on-site review.
- I. The SFA shall retain responsibility for completing the tasks described in paragraphs B, F, and H and may delegate those tasks in paragraphs A, C, D, E, and G to the FSMC to complete on its behalf.

IV. USDA FOODS

- A. Any USDA Foods received by the SFA and made available to the FSMC or received by the FSMC on behalf of the SFA must accrue solely to the benefit of the SFA's non-profit school food service program and shall be fully utilized therein. The FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's food service program, including the value of USDA Foods contained in processed end-products or commercially purchased foods that are used in place of such donated foods only. [7 CFR 250.51 (d)]
- B. The SFA shall retain title to all USDA Foods. [7 CFR 250.14 (c)]
- C. The FSMC must meet the requirements for the safe storage and control of donated foods. [7 CFR 250.14 (a)]
- D. The FSMC is prohibited from entering any processing contracts utilizing USDA Foods on behalf of the SFA. [7 CFR 250.50 (d)]
- E. The FSMC shall select, accept, and use the USDA Foods in as large quantities as may be efficiently utilized in the SFA's non-profit food service program, subject to approval of the SFA.

The FSMC must utilize no less than 95% of the SFA's overall entitlement. If less than 95% is spent, the FSMC must submit justification of the underutilization of this federal program to the SFA as part of their mandatory annual reconciliation of USDA Foods.

Furthermore, the SFA will use all donated ground beef and ground pork products, and all processed end products in the SFA's food service, and all other USDA Foods or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SFA's non-profit food service program. [7 CFR 250.51 (d)]

- F. The FSMC shall collaborate with the SFA on the selection of USDA Foods, and they will accept and use USDA Foods in as large quantities as may be efficiently utilized in the SFA's non-profit food service program monthly to ensure they will not accumulate excess inventory.

If the current selection of USDA Foods cannot be utilized in the food service program, either the SFA or FSMC must work directly with the SFA's chosen consortium to trade or obtain a different selection of food items prior to delivery to the FSMC or SFA. USDA Foods entitlement can be spent on value-added (brown box), processed USDA Foods, or Department of Defense (DoD) fresh produce.

- G. The FSMC may store and inventory donated foods together with foods it has purchased commercially for the SFA's use (unless specifically prohibited in the contract). It may store and inventory such foods together with other commercially purchased foods only to the extent that such a system ensures compliance with the requirements for the use of donated foods in 7 CFR 250.51 (d).
- H. The FSMC shall maintain records to substantiate that the full value of all USDA Foods is used solely for the benefit of the SFA. The FSMC must provide all documents as necessary for the independent auditor, MDE reviewers, or USDA agents who may perform onsite reviews of the FSMC's food service operation to ensure compliance with the requirements for the management and use of USDA Foods. [7 CFR 250.54 (d)(1) and (2)]
- I. The SFA must provide the FSMC with a copy of the quarterly Recipient Entitlement Balance Report from the Consortia.
- J. The values of all USDA Foods are to be based on the values at the time the SFA receives the USDA Foods from the distributing agency and are to be based on the USDA Commodity Value Listing pertinent to the time period. This listing is available at: [MDE - USDA Foods Available/Average Price Files](#).
- K. A year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received for use by the FSMC during the school year. [7 CFR 250.53 (a)(1)]

The SFA reserves the right to conduct commodity credit audits throughout the year to ensure compliance with federal regulations. [7 CFR 210 and 250]

- L. **Credit issued by the FSMC to the SFA for USDA Foods received shall be recorded on each monthly invoice as a separate line item and shall be clearly identified and labeled.**

- M. The FSMC shall be liable for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods and shall credit the SFA either monthly or through a year-end reconciliation. [7 CFR 250.54 (c)]
- N. The SFA and FSMC shall consult and agree on end products to be produced from USDA Foods during the time of this agreement. If an agreement cannot be reached, the FSMC shall utilize the USDA Foods in the form furnished by the USDA.
- O. Upon termination of the contract, the FSMC must return all unused donated ground beef, ground pork, processed end products, and at the SFA's discretion, return other unused donated foods. The SFA must ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's meal service in a school year. [7 CFR 250.52 (c)]

V. HEALTH CERTIFICATIONS

- A. The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility. [7 CFR 210.16 (a) (7)]
- B. The FSMC shall maintain, for the duration of the contract, state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under 7 CFR 210.16 (c)(2).

VI. MEALS

- A. The FSMC shall serve meals on such days and at such times as requested by the SFA.
- B. The SFA shall retain control of the quality, extent, and general nature of the food service. [7 CFR 210.16 (a)(4)]
- C. The FSMC shall offer free, reduced-price, and paid reimbursable meals to all eligible children participating in the SBP, and/or NSLP, and/or SFSP, and/or CACFP Centers.
- D. To offer a la carte food service, the FSMC must offer free, reduced-price, and paid reimbursable meals to all eligible children. [7 CFR 210.16 (a)]
- E. The FSMC shall serve reimbursable **breakfasts and lunches** pursuant to the **NSLP** and **SFSP**, where indicated in the attached *Information Section*.
- F. The FSMC shall promote maximum participation in the Child Nutrition Programs.
- G. The FSMC shall provide the specified types of service in the schools/sites listed in the attached *Information Section*, which is hereby in all respects made a part of this contract.
- H. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- I. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as

developed by the SFA for each food component in the meal pattern in accordance with 7 CFR 210.10, or that do not otherwise meet the requirements of the contract. [7 CFR 210.16 (c)(3)]

VII. BOOKS AND RECORDS

- A. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly bills/invoices in a format approved by the SFA no later than **30** calendar days of the succeeding month in which services were rendered. Participation records shall be submitted in a timely manner to facilitate claims submission no later than the tenth (10th) day of the succeeding month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.
- B. The FSMC shall maintain records at the SFA to support all allowable expenses appearing on the monthly bill/invoice.
- C. The SFA and the FSMC must provide all documents as necessary for the independent auditor, MDE reviewers, or USDA agents to conduct the SFA's single audit. (7 CFR 210.22)
- D. Books and records of the FSMC pertaining to the Child Nutrition Program operations shall be made available upon demand in an easily accessible manner for a period of three (3) years from the end of the contract term (including renewals) to which they pertain for audit, examination, excerpts, and transcriptions by the SFA and/or any state or federal representatives and auditors, or longer should any audit for that time still be open. [7 CFR 210.23 (c) and 250.16 (b)]
- E. If audit findings regarding the FSMC's records have not been resolved within the three (3) year period, the records must be retained beyond the three (3) year period, for as long as required for the resolution of the issues raised by the audit. [7 CFR 210.23 (c) and 250.16 (b)]
- F. The FSMC shall not remove state or federal required records from SFA premises upon contract termination.
- G. The SFA shall conduct a quarterly internal review of all records and documentation associated with the procurement of food and non-food items to ensure that the FSMC is complying with all applicable competitive procurement procedures according to 2 CFR Part 200.
- H. Upon termination of the contract, the FSMC shall surrender to the SFA all records pertaining to the operation of the food service, to include all food and non-food inventory records, menus, production records, product invoices, claim documentation, financial reports, and procurement documentation.
- I. The FSMC shall purchase all food and other supplies required under this contract on the SFA's behalf. Title thereto shall always remain with the SFA. Such food and supplies shall be kept separate and apart from the other SFA property unless the SFA has chosen not to maintain a separate inventory. The FSMC and SFA shall jointly inventory all purchased food and supplies at

both the beginning and the end of this contract's term. The SFA shall have access to the records of the food and supplies purchased to review and audit as it deems necessary.

- J. FSMC shall purchase all food and supplies for the SFA at the lowest prices possible consistent with maintenance of quality standards prescribed by the SFA, including taking advantage of all local trade discounts. All such transactions shall meet USDA procurement standards.

VIII. EMPLOYEES

- A. The SFA shall have final approval authority regarding the FSMC's hiring of a site manager.
- B. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC. The FSMC shall maintain its own personnel and fringe benefits policies for its employees. All such policies shall be subject to SFA review upon demand.
- C. The FSMC shall provide Workers' Compensation coverage for its employees.
- D. The FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of the SFA's premises as established by the SFA and which are furnished in writing to the FSMC.
- E. The FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by the SFA.
- F. Staffing patterns shall be mutually agreed upon by the SFA and FSMC.
- G. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon.
- H. The FSMC shall not hire more than the number of employees required for efficient operation.
- I. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked two (2) full calendar weeks prior to the commencement of operation.
- J. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.
- K. Pursuant to the requirements of Section 1230 and 1230a of the Michigan Revised School Code, the SFA shall request a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by FSMC to regularly and continuously work in any of the SFA facilities. FSMC agrees that it shall not assign any of its employees, agents, or other individuals to perform any services under this Agreement where such individuals would

regularly and continuously work in the SFA facilities if such person has been convicted of any of the following offenses:

1. Any "listed offense" as defined under Section 2 of the Michigan Sex Offenders Registration Act, MCL 28.722.
2. Any offense enumerated in Sections MCL 380.1535a or 380.1539b or the Revised School Code, MCL 380.1535a; 380.1539b, for positions requiring State Board of Education approval.
3. Any offense of a substantially similar enactment of the United States or another State.
4. Any felony, provided that with prior written approval of the SFA's Superintendent and its Board of Education an individual regularly and continuously providing services under this Agreement at the SFA may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education of the SFA, such individual's presence will not pose a danger to the safety and security of the SFA students or employees.
5. Any offense that would, in the judgment of the SFA, create a potential risk to the safety and security of the students served by the SFA or employees of the SFA.

The SFA reserves the right to refuse FSMC's assignment of any individual, agent, or employee of FSMC to render services under this Agreement where the criminal record history of the individual (including any pending criminal charges) indicate, in the SFA's judgment, unfitness to perform services under this Agreement.

The FSMC agrees that it shall pay the costs associated with criminal history and criminal record checks required under this contract and which are accomplished to comply with Section 1230 and 1230a of the Revised School Code with respect to the FSMC's employees and agents.

- L. Notwithstanding the provisions of Section VIII and its subparts, the SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself/herself in a manner that is detrimental to the physical, mental, or moral well-being of the students.
- M. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
- N. All SFA and/or FSMC personnel assigned to each school shall be instructed in the use of all emergency valves, switches, fire, and safety devices in the kitchen and cafeteria areas.
- O. Neither party shall during the term of the contract or one year thereafter solicit to hire, hire, or contract with the other party's supervisory employees. If this provision is breached, the breaching party shall pay, and the injured party shall accept as liquidated damages, an amount equal to six (6) months of the annual wages of the relevant employee.

IX. DESIGNATION OF PROGRAM EXPENSE

- A. The FSMC guarantees to the SFA that the bid price per meal and meal equivalent shall include the expenses as designated under the FSMC column for the *Cost Responsibility Detail Sheet*. The FSMC shall be responsible for negotiating/paying all employees' fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.
- B. The SFA shall pay those expenses as designated under the SFA column of the *Cost Responsibility Detail Sheet*.

X. PAYMENTS AND FEES

- A. All bids shall be calculated based on the information provided by the SFA in the *Information Section* of this solicitation. All bids shall be submitted using the Bid Sheet – Cost Reimbursable Contract form.
- B. Allowable costs will be paid to the FSMC from the SFA's Non-profit Food Service Account. Such payment will be net of all discounts, rebates, and other applicable credits accruing to or received by the FSMC and any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA. All payment discounts, rebates and allowances obtained from vendors must go to the SFA's food service account. [7 CFR 210.21 (f)(i)]
- C. The FSMC must designate its costs to the SFAs as follows:

The FSMC must exclude all unallowable costs from its billing documents and certify that: (1) only allowable costs are submitted for payments; and (2) records have been established that maintain the visibility of unallowable costs, including directly associated costs, in a manner suitable for contract cost determination and verification. [7 CFR 210.21 (f)(ii)(B)]
- D. The FSMC's determination of its allowable costs must be made in compliance with applicable USDA and program regulations, and United States Office of Management and Budget cost circulars. [7 CFR 210.21 (f) (iii)]
- E. The FSMC must identify the amount of each discount, rebate, and other applicable credit on **each** bill or invoice presented to the SFA for payment and individually identify the amount as a discount, rebate or, in the case of other applicable credits, the nature of the credit. [7 CFR 210.21 (f) (iv)]
- F. The FSMC shall identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract, which are not reported before the contract's termination. [7 CFR 210.21(f)(v)]
- G. The FSMC shall maintain documentation of costs and discounts, rebates, and other applicable credits, which shall be furnished upon request to the SFA, MDE, and/or the USDA. [7 CFR 210.21 (f)(vi)]
- H. The FSMC must credit the SFA monthly for the value of all donated foods received for use in the school year (including both entitlement and bonus foods), including the value of donated foods contained in processed end products. Credit issued by the FSMC to the SFA for USDA donated

commodity foods received shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled. [7 CFR 250.51]

- I. The FSMC shall submit separate billing for special functions as outlined under the Standard Terms and Conditions section of this contract.
- J. The FSMC shall assume responsibility for payment of all vendor bills and accounts and invoice the SFA for these costs.

XI. MONITORING

- A. The SFA shall monitor the food service operation of the FSMC through periodic onsite visits to ensure that the food service is in conformance with all USDA program regulations. [7 CFR 210.16 (a)(3)]
- B. The records necessary for the SFA to complete the required monitoring activities must be maintained by the FSMC under this contract and must be made available to the Auditor General, USDA, MDE, and the SFA upon request for the purpose of auditing, examination, and review. [7 CFR 210.15]
- C. On a monthly and at least quarterly basis, the SFA shall conduct an internal reconciliation of invoices and supporting documentation to verify the accuracy of fees, allowable/unallowable costs, rebates, discounts, purchase credits, and USDA Foods usage credits in accordance with 7 CFR 210.21 (f)(iv) and (vi) and 250.51 (b).

XII. USE OF ADVISORY GROUP/MENUS

- A. The FSMC shall participate in the formation and establishment and periodic meetings of the SFA advisory board, comprised of students, teachers, and parents to assist in menu planning.
- B. The FSMC must comply with the twenty-one (21) day menu developed by the SFA for NSLP, and/or SBP, and/or SFSP, and/or CACFP included in the request for bid/proposal. Any changes made by the FSMC after the first twenty-one (21) day menu(s) may be made only with the approval of the SFA. The SFA shall approve the menus no later than two (2) weeks prior to service.

XIII. USE OF FACILITIES, INVENTORY, EQUIPMENT, AND STORAGE

- A. Without any cost or charge, the SFA will make available areas of the premises agreeable to both parties in which the FSMC shall render its services.
- B. The SFA may request of the FSMC additional food service programs. If the addition is a Child Nutrition Program not identified in the original RFP, the SFA must notify MDE prior to implementation to discuss whether the addition constitutes a material change to the contract.

This does **not** include the expansion of food service operations outside the confines of the school/school district, such as expansion to non-affiliated charter schools, non-public, or neighboring public schools, which were not part of the original bid (see *Information Section* of the original bid packet). The SFA may refer these entities to MDE for proper procurement procedures.

- C. Per 7 CFR 210.11, competitive food refers to all food and beverages sold to students on the school campus during the school day other than reimbursable meals under the Child Nutrition Programs.

The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages provided such use does not interfere with the operation of the Child Nutrition Programs.

The FSMC and the SFA shall adhere to USDA requirements of final rules relating to competitive foods, including the Smart Snacks rule that became effective July 1, 2014.

- D. The FSMC and SFA shall inventory the equipment and USDA Foods owned by the SFA including, but not limited to, small wares (i.e., silverware, chinaware, kitchen utensils, etc.), trays, and glassware. This will be performed at the beginning of the contract and at the beginning of each successive school year if the renewal option is utilized.
- E. The FSMC shall maintain the inventory of small wares and other operating items necessary for the food service operation and at the inventory level as specified by the SFA.
- F. The SFA will replace expendable equipment and replace, repair, and maintain non-expendable equipment, except when damages result from the use of less than reasonable care by the employees of the FSMC, unless otherwise identified on the *Cost Responsibility Detail Sheet*.
- G. The SFA will have final prior approval authority for the purchase of all equipment to be used in the storage, preparation, and delivery of school meals. Title to the property must be vested with the SFA when the equipment is placed in service by the FSMC. Upon written agreement of the parties, the purchase amount shall be amortized on a straight-line depreciation basis beginning on the date upon which the equipment is placed in service, for a length of time upon which the parties shall mutually agree. If the agreement is terminated or non-renewed for any reason prior to full amortization, the SFA may: 1) retain the property and continue to make payments in accordance with the amortization schedule, or 2) return the property to the FSMC in full release of the unpaid balance.
- H. Equipment purchases must be submitted to MDE's Fiscal and Administrative Services unit for review and approval in accordance with the stipulations set forth in MDE Food Service Administrative Memo No. 5 ([Michigan Department of Education Memo #5](#)).
- I. The FSMC shall maintain adequate storage, inventory, and control of USDA Foods in conformance with the SFA's agreement with MDE.
- J. The SFA shall provide the FSMC with local telephone service.
- K. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations.

- L. The SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- M. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
- N. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
- O. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on SFA premises.
- P. The SFA shall have access, with or without notice, to all SFA facilities used by the FSMC for purposes of inspection and audit.
- Q. The FSMC shall not use SFA facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually agreeable, there shall be a signed agreement that stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- R. Upon termination or expiration of the contract, the SFA shall conduct a physical inventory of all equipment and commodities owned by the SFA.
- S. The FSMC, upon termination or expiration of the contract, shall surrender all SFA equipment and furnishings to the SFA in good repair and condition.

XIV. PURCHASES

- A. The FSMC shall purchase all food and supplies at the lowest price possible consistent with maintaining quality standards and in full compliance with 7 CFR Parts 210, 215, 220, 225, 226, 245, and 250 and Office of Management and Budget (OMB) Super-Circular 2 CFR 200 (replacing Circulars A-21, A-87, A-110, A-122, and A-133; and 7 CFR Parts 3016 and 3019).
- B. This contract shall not prevent the SFA from participating in food consortia. If the SFA does purchasing, the FSMC may not limit SFA selection of vendors to only FSMC-approved vendors.

XV. SANITATION

- A. The FSMC shall place garbage and trash in containers in designated areas as specified by the SFA.
- B. The SFA shall remove all garbage and trash from the designated areas.
- C. The FSMC shall clean the kitchen and dining room areas as indicated on the *Cost Responsibility Detail Sheet*.
- D. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- E. The SFA shall clean ducts and hoods above the filter line.
- F. The SFA shall provide extermination services as needed.

- G. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

XVI. LICENSES, FEES, AND TAXES

- A. The FSMC shall be responsible for paying all applicable taxes and fees including, but not limited to, excise tax, state and local income tax, and payroll and withholding taxes for FSMC employees. The FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees. The extent of responsibility is designated in the cost responsibility attachment to this document.
- B. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC shall comply with all SFA building rules and regulations.

XVII. INSURANCE AND INDEMNIFICATION

- A. The FSMC shall obtain and keep in force during the term of this Agreement, for the protection of the SFA and FSMC, and naming the SFA as an additional insured, Comprehensive General Liability Insurance to include, but not limited to, Personal Injury Liability, Property Damage Liability, Contractual Liability, and Products Liability covering only the operations and activities of the FSMC under this agreement. Minimum coverage shall be \$1,000,000 per incident/person.
- B. A Certificate of Insurance of the FSMC's insurance coverage, indicating the specified amounts, must be submitted at the time of award. The FSMC shall provide the SFA copies of all applicable insurance policies at the time of award. All insurance required as a result of a response to this RFP shall provide that the insurer will provide notice of cancellation directly to the SFA thirty (30) days before such cancellation occurs.
- C. The SFA shall keep its buildings, including the premises and all property contained therein, insured against loss or damage by fire, explosion, and similar casualties.
- D. The FSMC shall provide worker's compensation and unemployment insurance for its employees as specified in the *Cost Responsibility Detail Sheet*.
- E. The FSMC shall indemnify and hold harmless the SFA, or any employee, director, or agent of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property, resulting from the FSMC's acts, or omissions, willful misconduct, or breach of the FSMC's obligations under the Agreement by the FSMC and its agents, servants or employees, or other persons under its supervision or direction.
- F. The FSMC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

XVIII. PROPRIETARY INFORMATION

- A. During the term of the contract, the FSMC may grant to the SFA a non-exclusive right to access certain proprietary materials of the FSMC including, but not limited to, signage, operating or other manuals, recipes, menus and meal plans, and computer programs relative to or utilized in the FSMC's business or the business of any affiliate of the FSMC.
- B. To the extent permitted by law, the SFA shall not disclose any of the FSMC's proprietary information or other confidential information, directly or indirectly, during or after the term of the Agreement. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the agreement.
- C. The SFA agrees that all proprietary computer software programs, marketing, and promotional literature and materials used by the FSMC and the SFA's premises in connection with the food services provided by the FSMC under this Agreement shall remain the property of the FSMC.
- D. Upon termination of the contract, all use of trademarks, service marks, and logos owned by the FSMC or licensed to the FSMC by third parties shall be discontinued by the SFA, and the SFA shall immediately return to the FSMC all proprietary materials.
- E. The FSMC acknowledges that, during this contract, the FSMC shall have access to business systems, techniques, and methods of operation developed at great expense by the SFA. The FSMC recognizes these to be unique assets of the SFA's business. The FSMC agrees to keep such information confidential and shall not disclose such information directly or indirectly during or after the term of this contract.

XIX. NON-DISCRIMINATION

The parties to this contract agree not to discriminate against any employee, applicant for employment, student, or other recipient of services under this contract due to race, color, religion, sex, national origin, age, height, weight, disability, marital status or veteran status, or other legally protected classification. Breach of this section shall be regarded as material breach of this contract.

XX. EMERGENCY CLOSING

- A. The SFA shall notify the FSMC of any interruption in utility service of which it has knowledge.
- B. The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

XXI. TERM AND TERMINATION

- A. This contract shall become effective on July 1, **2023**, or upon written acceptance of the contract by the Michigan Department of Education, whichever occurs last, and terminate on June 30, **2024**, with up to four (4)

one-year renewals with mutual agreement between the SFA and the FSMC.
[7 CFR 210.16 (d)]

Per 7 CFR 250.53 (a)(12), contract extensions or renewals are contingent upon the fulfillment of all contract provisions relating to USDA Foods.

- B. The SFA or the FSMC may terminate the contract with or without cause by giving sixty (60) days written notice.
- C. Neither the FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

XXII. NON-PERFORMANCE BY FSMC

- A. In the event of the FSMC's non-performance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
- B. The FSMC shall pay to the SFA the full amount of any meal overclaims and fees associated with those overclaims, which are attributable to the FSMC's negligence, including those overclaims and associated fees based on review or audit findings that occurred during the effective dates of the original and renewal years of the contract.

XXIII. CERTIFICATIONS

- A. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- B. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. §§ 327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer based on a standard workday of eight (8) hours and a standard workweek of forty (40) hours. Work hours more than the standard workday or standard workweek is permissible provided that the worker is compensated at a rate of not less than 1.5 times the base rate of pay for all hours worked over eight (8) hours in any calendar day or forty (40) hours in any workweek.
- C. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations 41 CFR Part 60. The FSMC shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a).
- D. The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); Title IX of the Education

Amendments of 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities; all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement; the Michigan Elliott-Larsen Civil Rights Act; and the Michigan Persons with Disabilities Civil Rights Act.

By accepting this assurance, the program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

- E. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food products with federal funds [7 CFR Part 210.21(d), 220.16(d), and 250.17(e)]. If the Buy American provision cannot be fulfilled, documentation of an exception must be kept.
- F. Where applicable, the SFA or FSMC shall take affirmative steps to ensure small and minority businesses are solicited whenever they are potential sources and to use the services and assistance of the Small Business Administration and Minority Business Enterprise of the Department of Commerce as required (2 CFR 200.321).
- G. Where applicable to contracts more than \$2,500 that involve the employment of mechanics or laborers, the Sponsor and Contractor shall comply with section 103 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 330).
- H. The **FSMC has signed** the following certifications and attached to this RFP:
 - 1. Certificate of Independent Price Determination (also must be signed/dated by SFA prior to submission to MDE for approval)
 - 2. Suspension and Debarment Certification
 - 3. Clean Air and Water Certificate
 - 4. Disclosure of Lobbying Activities

5. Certificate of Compliance with Public Act 517 (Iran Economic Sanctions Act)

XXIV. USDA NON-DISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained at [USDA Discrimination Complaint Form](#) from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the Complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

Fax: (202) 690-7442

Email: program.intake@usda.gov

This institution is an equal opportunity provider.

XXV. MISCELLANEOUS

- A. Except as otherwise expressly stated, this contract shall be construed under the laws of the State of Michigan. Any action or proceeding arising out of this contract shall be heard in the appropriate courts within the State of Michigan.
- B. The FSMC shall comply with the provisions of the bid specifications, which are hereby **in all respects made a part of this contract.**

- C. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA and notification to MDE prior to implementation.
- D. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- E. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- F. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
- G. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
- H. This contract is subject to review and approval by the Michigan Department of Education.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the School Food Authority (SFA) and Food Service Management Company/Vendor (offeror) shall execute this Certificate of Independent Price Determination.

Name of School Food Authority: East Lansing School District

Name of Food Service Management Company/Vendor:

- A. By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other offeror or with any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor.
 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the offeror certifies that:
1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A1 through A3 above;
or
 2. He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A1 through A3 above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A1 through A3 above.

To the best of my knowledge, this offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Food Service Management Company/Vendor's Authorized Representative	Title	Date
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In accepting this offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative	Title	Date
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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS:

1. By signing and submitting this form, the prospective lower tier participant is providing the certification in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check for Excluded Parties on the System for Award Management at <https://www.sam.gov/portal/public/SAM/>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 7 CFR Part 3017, Subpart C, Responsibilities of Participants Regarding Transactions.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Food Service Management Company/Vendor

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company/Vendor (offeror) shall execute this Certificate.

Name of School Food Authority: East Lansing School District

Name of Food Service Management Company/Vendor:

THE OFFEROR AGREES AS FOLLOWS:

To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c- 6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c- 7(d)).

The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating era, location or sites of operations, owned, leased, or supervised by the Food Service Management Company.

Signature of Food Service Management Company/Vendor's
Authorized Representative

Title

Date

4/6/2023

[30]

**NOTICE TO APPLICANTS - CERTIFICATION/DISCLOSURE
REQUIREMENTS RELATED TO LOBBYING**

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their sub-tier contractors and/or subgrantees) will be prohibited from using federal funds, other than profits from a federal contract, for lobbying Congress and any federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their sub-tier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their sub-tier contractors or subgrantees will pay with profits or non-appropriated funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if material changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

- You are prohibited from using appropriated funds (other than profits from federal contracts) on or after December 23, 1989, for lobbying Congress and any federal agency in connection with a particular contract, grant, cooperative agreement, or loan.
- You are required to execute the attached certification at the time of submission of an application or before any action more than \$100,000 is awarded.
- You will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published as an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, Federal Register (pages 6736-6746).

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Food Service Management Company/Vendor

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

**CERTIFICATE OF COMPLIANCE
MICHIGAN PUBLIC ACT NO. 517 OF 2012
IRAN ECONOMIC SANCTIONS ACT**

Name of School Food Authority: East Lansing School District

Name of Food Service Management Company/Vendor:

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), pursuant to the compliance certification requirement provided in the School Food Authority's (SFA) Request For Proposal (RFP), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by the SFA as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the SFA's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on an RFP for three (3) years from the date it is determined that the person has submitted the false certification.

Signature of Food Service Management Company/Vendor's Authorized Representative

Title

Date

AGREEMENT PAGE – New Contract

Original Contract SY 2023-2024

This bidder has certified that he/she shall operate in accordance with all applicable state and federal laws and regulations.

This solicitation/contract, attachments, and the proposal of the successful bidder, with addenda, if any, constitute the entire agreement between the SFA and FSMC. The parties shall not execute any additional contractual documents pertaining to this contract, except as permitted by applicable law.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for up to four (4) additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative on this day and year.

Bid Sheet Selected by SFA for Award: _____
(Insert plan type and/or advance payment option upon final bid award approval)

Attest:

East Lansing School District

School Food Authority

School Food Authority

Signature of Witness for SFA

Signature of SFA Representative

Print Name

Title

Date

Attest:

Food Service Management Company

Signature of Witness for FSMC

Signature of FSMC Representative

Print Name

Title

Date

Addenda

RFP/Contract Addendum

This Addendum to the RFP/Contract between East Lansing School District (the “SFA” or “District”) and Compass Group USA, Inc., by and through its Chartwells Division (“FSMC” or “Chartwells”) is effective as of July 1, 2023, or the date both the SFA and FSMC fully execute the Food Service Agreement, whichever is later.

1. Section G(2), Contract Terms is hereby amended by adding the following to the end of the subsection:

Management Fee. For the 2023-2024 school year, Chartwells shall charge the SFA a Management Fee of \$0.086 per meal served. Total meals are calculated by adding reimbursable meal pattern meals (breakfast and lunch) served and meal equivalents. Cash receipts, other than from Sales of National School Lunch Program and School Breakfast Program meals served to children, shall be divided by \$4.71 to arrive at an equivalent meal count. The Management Fee shall be adjusted on the first day of each renewal term at a rate equal to (a) the increase in the Consumer Price Index - Not seasonally adjusted for All Urban Consumers (CPI-U)-Food Away From Home annualized for December of the current school year or (b) 5%, whichever is less.

Administrative Fee. For the 2023-2024 school year, Chartwells shall charge the SFA an Annual Administrative Fee of \$63,000 in ten equal monthly installments, excluding the months of July and August. The Administrative Fee shall be adjusted on the first day of each renewal term at a rate equal to (a) the increase in the Consumer Price Index - Not seasonally adjusted for All Urban Consumers (CPI-U)-Food Away From Home annualized for December of the current school year or (b) 5%, whichever is less.

Advance Payment. SFA shall provide to Chartwells an advance payment of \$90,000 (the “Advance Payment”). This Advance Payment is an option from Chartwells in accordance with the bid sheet. The Advance Payment shall be paid to Chartwells annually on or before August 15 of each year. Chartwells shall return each year’s Advance Payment to the SFA on or before the third week of the following June, or the Parties may mutually agree to roll the Advance Payment over to the next renewal year, if applicable. The amount of the Advance Payment shall remain unchanged during each renewal term.

2. Section VIII(O) is hereby amended as follows:

Neither Party shall during the Term of this Agreement or for one year thereafter solicit to hire, hire, or contract with either Party’s employees who managed any Services or any other highly compensated employee, or any persons who were so employed, whether at the premises or another facility operated by the other (“Supervisory Employee”) during the year prior to the expiration or termination of this Agreement, nor will the SFA permit supervisory employees of FSMC to be employed on the SFA’s premises, for a period of one year subsequent to the termination or expiration of this Agreement (unless such employees were formerly employees of the SFA) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food service provider (“One-year Non-solicitation”). In the event of any breach of such One-year Non-solicitation, the breaching Party shall pay and the injured Party shall accept an amount equal to twice the annual salary of the relevant Employee as liquidated damages.

3. Section XVII, Insurance and Indemnification is hereby Amended as follows:

Subsection A: Delete “Comprehensive” in line 3 and replace with “Commercial”; delete the words “per incident/person” and replace with “each occurrence”; insert “Minimum policy limits may be satisfied through a combination of primary, excess and/or umbrella policies.”

Subsection D: Delete “as specified in the Cost Responsibility Detail Sheet” and replace with “as required by law.”

Subsection E: Delete subsection and replace with: “To the extent permitted by state law, each party shall indemnify, defend and hold the other harmless from any and all losses, damages or expenses, including reasonable attorneys’ fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage or other injury or damage to the extent caused by the negligent act or omission of such party. Notification of an event giving rise to an indemnification claim (“Notice”) must be received by the indemnifying party within thirty (30) days following receipt of such claim and shall include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to and conditioned upon compliance with the Notice provisions hereunder.”

Subsection F: Delete “sole” and replace with “negligent”.

- 4. Section XXI(B) is hereby amended by inserting the following to the end of the section:

FSMC has a right of termination for cause, subject to a cure period that is at least 30 days.

In the event of a conflict between the terms of the RFP/Contract and the terms of this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be signed by their duly authorized officers as of the day and year first above written.

East Lansing School District

**Compass Group USA, Inc.,
by and through its Chartwells Division**

By: _____

By: _____

Name: _____

Name: Amy Shaffer

Title: _____

Title: CEO, Chartwells K-12

Date: _____

Date: _____

Mental Health Advisory Committee
Meeting Notes - March 9, 2023
6:00 p.m. via Zoom

1. Call to Order at 6:03pm

Meeting Participants-

Dori Leyko	Gina Zerka	Quiana Davis
Djinn Thompson	Lindsay Young	Erin Parcell
Klaudia Burton	Elizabeth Allen	Natalie Moser
Kurt Scholler	Heidi Denning	

2. Approval of Meeting Agenda

Djinn - 1st Approval

Kurt - 2nd Approval

Group Approved

3. Approval of Minutes

Erin - 1st Approval

Kurt - 2nd Approval

Group Approved

4. Update of Current Mental Health Supports in District

Response to MSU Shooting

- Overall response was positive
- Talking points helped
- Met with mental health staff in district to review response

Second Step and TRAILS continue

Truancy Intervention Program and Ingham ISD support (31n)

Newsletter Continues

Professional Development Continues

Incoming High School Groups - Grits, Glam and Gutz, as well as, CMH Group

5. 31aa Funding

We did receive this funding

The funding is good through the 23-24 school year

We have not been able to look at specific uses of this funding yet - still to come

Group was asked to send Lindsay Young any of their ideas for this funding

6. Mental health month support for students during finals and a mental health series (including a fair) next year.

Small things over the month of May

Holt was able to provide feedback on their event and said it went well but that they would make some changes for the future.

Looking for a group of individuals to help put a mental health series together for the 23-24 school year.

Stress Management tips/tricks

Help students focus on the “bigger picture”

Techniques to anti-procrastination

Green Mental Health Bracelets

Highlight importance of Sleep

Highlight importance of social supports

Normalizing Stress

Provide Study Skill Tips

Organization Tips

Take a moment each day as a whole school to recognize mental health

Green hearts in the hallways to write messages on

Wear Green

Wear inspirational or encouraging clothing

Provide Mindfulness Skills

Positive Sticky Notes in Hallway

7. Anti-Bullying Curriculum/Additional SEL Extension Options

“Bullying” to often used that people tune out

Feelings of being left out/culture building

Catching the bullying before hand

Build coping skills early in students

Teacher training to identify these areas of concern

Assessment for SEL Development

How to connect with others - Building a community

What is the research being done around post COVID-19 behaviors and socialization?

Shared Resources:

MoveMindfully

Upstream Education

LifeSkills

Good Behavior Game

PATHS and Safe Dates

8. Adjournment at 7:19pm



FINANCE COMMITTEE

509 Burcham Drive, East Lansing, MI 48823

Members: Kath Edsall and Monica Fink

Agenda

March 15, 2023 – 12:30 p.m.
ELHS Board Room

1. Opening of Meeting
 - a. Call to Order
 - b. Roll Call
 - c. Approval of Agenda
 - d. Approval of Minutes: February 15, 2023
2. Public Comment
3. Items of Discussion
 - a. RFP for FSMC
 - b. Food service truck
 - c. 147c2 - \$2,206,217.40
 - d. DK Security 2023-24 estimated costs
 - e. eFinancePlus (accounting software) renewal savings
 - f. Authority to enter into contracts (Policy 2202)
 - g. 2nd Semester class size overages
 - h. 2023-24 budget development
4. Adjournment



FINANCE COMMITTEE

509 Burcham Drive, East Lansing, MI 48823

Members: Kath Edsall (chair) and Monica Fink

Minutes – February 15, 2023

1. Opening of Meeting
 - a. Finance Committee member, Kath Edsall called the meeting to order at 12:30 p.m.
 - b. Roll Call
 1. Members Present: Kath Edsall and Monica Fink
 2. Excused Absences: None
 3. Nonmembers present: Dori Leyko (Superintendent) and Rich Pugh (Director of Finance & Operations)
 - c. Approval of Agenda
 - Moved by Monica Fink and supported by Kath Edsall that the agenda for the Finance Committee meeting of February 15, 2023 be approved as presented. The motion carried 2-0.
 - d. Approval of Minutes
 - Moved by Monica Fink and supported by Kath Edsall that the minutes of the January 25, 2023 Finance Committee meeting be approved as presented. The motion carried 2-0.
2. Public Comment
 - a. None.
3. Discussion
 - a. Reviewed the mental health and security grant award amounts for sections 31aa, 97, 97c, and 97d. In total the district was awarded \$910,257.
 - b. Provided and reviewed the Executive SAF Budget Recommendations for FY 2023-24. A preliminary revenue budget impact projection was reviewed.
4. Adjournment
 - a. Kath Edsall declared the meeting adjourned at 12:50 p.m.

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Sex Education Advisory Board Meeting

Board Meeting Room – East Lansing High School

March 16, 2023

- 1) Call to Order: Melissa Fore
- 2) Membership Roll Call
- 3) Approval of January Meeting's Minutes
- 4) Approval/Additions to the Agenda
- 5) Public Comment
- 6) Presentations/Committee Reports
 - a) Sex Ed Director Report
- 7) Unfinished Business
 - a) MiPHY Data
 - b) 4th Grade Videos
- 8) New Business
 - a) Review of Goals/Additional Meeting Needed
 - b) High School Videos (if time)
- 9) Announcements
 - a) Next Meeting April 20, 2023
- 10) Adjournment

SEAB 2022-2023 GOALS

- Gender roles/norms and sex ed
- High School curriculum
- ✓ Review current birth control information
- Who are we not reaching and how do we reach them?
- Pornography education
- Curriculum fidelity
- ✓ Synopsis of the videos for Wonder Years curriculum we approved last year for the teachers to use.

Sex Education Advisory Board Meeting

Board Meeting Room – East Lansing High School

January 19th, 2023, 6:30 PM

- 1) **Call to Order.** The meeting was called to order by Melissa Fore at 6:32 PM
- 2) **Membership Roll Call.** Members present: Melissa Fore, Diane Tuinstra, Sara Smith, Glenn Mitcham, Danny Hearit, Anne Scott, Heather Marlow, Trisha Kosloski, Karessa Wheeler, Aiyana Rosinski, Bridget Burns-King, Megan Maas, Johnathan Gold Guest: Jeff Davis
- 3) **Approval/Additions to the Agenda**

A motion to approve the agenda without any changes was made by Jonathan Gold and seconded by Karessa Wheeler. Motion passed unanimously.
- 4) **Approval/Modifications to the Previous Meeting Minutes**

A motion to approve the previous meeting minutes without any changes was made by Trisha Kosloski and seconded by Karessa Wheeler. Motion passed unanimously.
- 5) **Public Comment:** None.
- 6) **Willow Health Center - Ingham County Health Department Guest Jeff Davis**
 - a. Previewed presentation that enhances the Michigan Model. He provides a two-day presentation, with the first day focused on STIs and the second day on contraception/birth control. Topics covered in the presentation are Willow Health Center's services, Michigan stats and facts, LGBTQ+ facts, STIs and prevention, PrEP, HIV myths/facts, fertility awareness. SEAB asked if he could emphasize the effective methods and provide just one slide on less effective methods of STI prevention and birth control.
- 7) **Presentations/Committee Reports**
 - a. **Sex Ed Director Report**
 - i. First round of puberty the wonder years curriculum is complete in the middle school!
 - ii. Going to add a couple of days because there is more content.
 - iii. High school has vending services for period products in the women's and gender-neutral bathrooms.
 - iv. Middle school alliance club is looking into also providing period products.
- 8) **Unfinished Business**
 - a. **MiPHY Data**
 - i. Saving for next meeting to give more time to review data.
 - b. **4th Grade Videos**
 - i. Current video is made by Disney, one for boys and one for girls and is in poor condition. Outdated and not well received by students.
 - ii. First video series (4th grade – "Always Changing")
 1. Bad. Lots of advertising. Not inclusive.
 2. Combined Video available
 - iii. Second video series (4-6th grade – "Around the Corner")
 1. Outdated, less inclusive, older.
 2. Combined video available⁷²

- iv. Third video series (“Meet the New You”)
 - 1. Variety of models, basic anatomy, focused on exercise and cleanliness. Pad only instructions, slow at times. Not inclusive.
 - 2. No combined video
- v. Fourth video series (“Puberty – a Journey”)
 - 1. Very gendered, but did focus on emotional and social changes. Accurate information. Modeled asking questions with a trusted person. Lots of menstrual products. Fewer distractions.
 - 2. No combined video.
- vi. Fifth video series (“Top Ten Things to Expect”)
 - 1. Not inclusive, gendered. Racially diverse actors but not models. No menstrual products mentioned. No body size diversity.
 - 2. No combined video.
- vii. Overall, the SEAB was not impressed with these videos. The board will continue to look for other 4th grade options

9) New Business

- c. High School Videos.
 - i. Moved to next meeting for lack of time.

11) Announcements

- a. Next meeting February 16, 2023

12) Adjournment

Motion to adjourn was made by Diane Tuinstra and seconded by Danny Hearit. Meeting adjourned at 8:03 PM.

Policy Committee

Agenda

March 23, 2023, 10 am

1. Roll call
2. Approval of the Agenda
3. Approval of the minutes from February 15th meeting
4. Policy 5206 corrections to page 3.
5. Other discussion regarding 5206
6. Policy 4101.01 Holidays edits/further discussion
7. New Policy from Thrun 3120 Head start Covid mitigation: Necessary? Discussion?
8. New policy language regarding testing to Policy 3100 District Technology and acceptable use
9. Equity Policy
10. Other
11. Adjourn

ELPS Policy Committee

February 15th, 2023 at 2pm

Minutes

1. Roll Call
2. Present: Amanda Cormier, Terah Chambers, Kath Edsall, Superintendent Dori Leyko, Director of DEI and Social Justice Klaudia Burton.
Absent: None
3. Approval of the Agenda
Moved by Dr. Chambers, Seconded by Trustee Cormier passed 3-0
4. Approval of the minutes from the December 14th, 2022, meeting
Moved by Dr. Chambers, seconded by Dr. Edsall passed 2-0-1 (abstention Trustee Cormier).
5. Student Disciplinary Policies 5206
Current 5206 policy has some conflicts regarding Superintendent's suspension (less than 10 days vs 10 or fewer days) that needs to be corrected to 10 or fewer days through out the document. Discussion regarding the difficulty scheduling board hearings within the 10-day time frame due to multiple factors; board availability, administration availability, student and family availability, ability to hold an MDR in the same period, completed investigation, etc. Do we need language that allows for these obstacles, or do we need to increase the time the superintendent can impose a suspension that would allow for these? Policy 5206A B. does not align with Superintendent's 10 or fewer days suspension from 5206. Need further discussion once language in 5206 is clarified. Tabled this item until next meeting.
6. Holidays
Current policy 4101.1 does not cap the number of days that an employee can use to celebrate religious holidays that occur on school days. Old policy capped it at 2. Research in other districts varied as some already have a calendar that reflected religious holidays shared by the local community. Discussed adding a cap to Policy 4101.1 at 3 days per school year. Will revisit at next policy meeting.
7. Therapy Dogs
Thrun policy does not adequately cover ELPS dogs since they are owned by the district. Thrun was asked to modify their policy accordingly. Nothing yet from Thrun.
8. Equity Policy
Tabled to next meeting.
9. Other
Agenda item for next board meeting is a Bad Debt Policy which is required before we can receive bids for the school meal program. Language for this policy was written by Thrun.
10. Adjourn
3:40pm



Intergovernmental Committee

March 15, 2023

AGENDA

Board room – 11:00 a.m. - 12:00 p.m.

Virtual access information:

Video call link: <https://meet.google.com/ncd-rfvt-daa>

Or dial: (US) +1 484-746-4298 PIN: 434 079 578#

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Approval of Meeting Minutes - Jan 30, 2023 [Minutes](#)
- V. Public Comment – 3 minutes
- VI. Agenda Topics/Action Items:
 - A. Outreach updates
 - B. Identified needs
 - C. Community Council attendance schedule
 - D. Areas of focus - contacts
- VII. Adjournment



Intergovernmental Committee

March 15, 2023
Minutes

- I. Call to Order Trustee Fink called the meeting to order at 11:11 a.m.
- II. Roll Call:
 - a. Members Present: Trustee Cormier, Trustee Lyons, Trustee Fink
 - b. Nonmembers present: Superintendent Leyko, Ms. Burton, Director of Equity and Social Justice Community attendance: Ms. Brooks and Ms. Reid (East Lansing Parent Advocacy Team)
- III. Approval of [Agenda](#): Moved by Trustee Lyons and supported by Trustee Cormier that the agenda be approved as presented. Motion passed 2-0.
- IV. Approval of January 30, 2023 [Minutes](#): Moved by Trustee Lyons and supported by Trustee Cormier that the minutes from January 30, 2023 be approved as presented. Motion passed 2-0.
- V. Public comment: None.
- VI. Discussion:
 - a. Outreach Updates: Discussed attendance of Community Council meetings and the reports presented (reports can be found [here](#))- moving forward we will be targeted in our data collection efforts.
 - i. The Committee will reach out to the community councils and ELPAT to gather/survey needs, desires, concerns, etc. around afterschool programming.
 - b. Identified needs: To continue offering virtual access for this meeting the Committee will look into alternative platforms.
 - i. Discussion focused on Committee needs that need to be identified before we move forward with connecting [stakeholders](#) in a meeting.

- ii. The Committee expressed a desire to have a consistent Board presence at these community council and team meetings.
 - 1. The Committee will put out an ask to the rest of the Board to assist in these efforts by providing Intergovernmental with a brief recap of the meetings they intend to attend for the month of March. (At the January 30th meeting we decided to have this schedule rotate so that everyone has the opportunity to visit each school see [VI](#) of the minutes).
 - a. Trustee Fink will collect the meeting information in a Doodle poll as the method of collection.
- c. Community Council attendance schedule: Please refer to needs ii.1.a above.
- d. Areas of focus: Discussion focused on narrowing down the Committees focus to continue forward momentum. The Committee would like to focus on afterschool programming, mental health, and safety to begin.
 - i. East Lansing Public Library: Discussed an interest in reaching out to ELPL.
 - 1. Superintendent Leyko and Ms. Burton have been in communication with library staff.
 - 2. Ms. Burton will work with the Committee to collaborate with ELPL.
 - ii. Targeted efforts to gather information to best assist in these areas will begin with afterschool programming with Ms. Burton, Director of Diversity and Social Justice who has already looked into this topic in her work.
 - 1. Ms. Burton will work with the Committee to compile a list of programming/resources already employed by the District to inform the committees next steps.

VII. Additional Discussion topics:

- a. Mental Health: Discussed again an interest in reaching out to the Mental Health Advisory Committee and begin collaborating.
 - i. Waiting to see how the Mental health Advisory Committee will move forward with Ms. Young's upcoming leave.
 - b. The Committee would like to tentatively plan to have a meet and greet type of meeting with administration, City Council and other stakeholders this year. More discussion and planning needed.
 - c. The Committee discussed the need to streamline communications amongst ourselves.
 - i. The Committee will employ Google Drive for our document repository and workspace.
- VIII. Adjournment declared by Trustee Fink at 12:23 p.m.