



East Lansing Board of Education

509 Burcham Drive, East Lansing, MI 48823

Regular Meeting
May 8, 2023 - 7:00 PM
Board Room
509 Burcham Drive
East Lansing, Michigan 48823



Agenda

I. Opening of Meeting

A. *Call to Order*

B. *Roll Call*

C. *Mission Statement: Nurturing Each Child, Educating All Students, Building World Citizens*

D. *Approval of Agenda*

Motion: The Board of Education approves the May 8, 2023, regular meeting agenda, as presented.

E. **Approval of Minutes**

Motion: The Board of Education approves the April 24, 2023, regular meeting minutes, as presented.

1. April 24, 2023

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II. Recognition

A. Student Representative Gabe Benavides

B. Student Representative Xander Mielock

III. Student Representative Report

IV. Superintendent's Report

V. Presentation

A. 2022-23 ELPS Professional Learning in Review, Assistant Superintendent Glenn Mitcham and Director of Equity and Social Justice Klaudia Burton

VI. Public Comment: This is the opportunity to address the Board. Speakers are to confine their remarks to five minutes. If a speaker requires more than five minutes, after all other persons who have requested to speak during this part of the meeting have spoken, that speaker will be allowed additional time. The Superintendent or other district staff may comment to clear up or avoid significant misunderstandings.

VII. Board Discussion

VIII. Action Items

<p><u>A. Social Media Litigation</u></p> <p><i>Motion: The Board of Education adopts the Social Media Litigation resolution joining the Lawsuit represented by Frantz Law Group, APLC, a California professional law corporation.</i></p>	<p><u>13</u></p>
<p><u>B. Ingham Intermediate School District's 2023-24 Proposed General Fund Budget</u></p> <p><i>Motion: The Board of Education adopts the resolution in support of the proposed 2023-24 Ingham Intermediate School District General Fund Budget, as presented.</i></p>	<p><u>24</u></p>
<p><u>C. Purchase of Technology Hardware</u></p> <p><i>Motion: The Board of Education approves the purchase of 190 Chromebooks from Sehi in the amount of \$47,420.20.</i></p>	<p><u>42</u></p>
<p><u>D. Food Service Management Company Bid</u></p> <p><i>Motion: The Board of Education awards the food service bid to Chartwells for fiscal year 2023-24.</i></p>	<p><u>43</u></p>
<p><u>IX. Committee Reports</u></p> <ul style="list-style-type: none"> A. Academic and Technology Committee B. Facilities Committee C. Finance Committee D. Intergovernmental Relations E. Personnel Committee F. Policy Committee 	
<p>X. Announcements</p>	
<p>XI. Adjournment</p>	

Respectfully Submitted,

***Dori Leyko
Superintendent***

I. Opening of Meeting

I.A. Call to Order

Board President Terah Chambers called the meeting to order at 7:01 pm.

I.B. Roll Call

Dr. Terah Chambers:	Present
Ms. Amanda Cormier:	Present
Dr. Kath Edsall:	Present
Ms. Tali Faris-Hylen:	Present
Ms. Monica Fink:	Present
Dr. Elizabeth Lyons:	Absent
Mr. Chris Martin:	Present
Ms. Leyko	Present

Present: 7, Absent: 3.

Student representatives Benavides and Mielock were not in attendance.

I.C. Mission Statement: Nurturing Each Child, Educating All Students, Building World Citizens

The mission statement was read by Dr. Kath Edsall.

I.D. Approval of Agenda

Motion: 22-23/097: *The Board of Education approves the April 24, 2023 agenda, as presented.*

This motion, made by Mr. Chris Martin and seconded by Ms. Amanda Cormier, Passed.

Dr. Terah Chambers: Aye, Ms. Amanda Cormier: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Absent, Mr. Chris Martin: Aye

Aye: 6, Nay: 0

I.E. Approval of Minutes

Motion: 22-23/098: *The Board of Education approves the April 10, 2023 regular meeting minutes, as presented.*

This motion, made by Ms. Tali Faris-Hylen and seconded by Mr. Chris Martin, Passed.

Dr. Terah Chambers: Aye, Ms. Amanda Cormier: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Absent, Mr. Chris Martin: Aye

Aye: 6, Nay: 0

II. Recognition

- Congrats to our ELHS students Edith Pendell and Jack McGuire, both stars in the recent production of Chicago who were nominated for the 2023 Sutton Foster Award.

Each year, high school musical stars from across Michigan are professionally judged in their local productions for the opportunity to participate in the Sutton Foster Awards (SFA).

Nominees will come together as a group over the course of two weekends to grow and develop their theatre skills in workshops lead by industry professionals. At the end of the SFA Showcase Weekend on May 20-21, participants will present a live show for friends, family and the community. From this performance, two winners for Outstanding Performer in a Leading Role will take their A-game to New York City to compete in the National High School Musical Theatre Awards—also known as the Jimmy Awards.

Named for Broadway star and Tony winner Sutton Foster, this program recognizes individual artistry in vocal, dance, and acting performances as well as the commitment of Michigan teachers and schools to excellence in performing arts education.

Congrats Edith and Jack!

- East Lansing will be hosting the CAAC Scholar-Athlete Recognition Night on Wednesday, April 26. Each school in the CAAC selects their top ten (by GPA) student-athletes that are in two varsity sports their senior year.

III. Student Representative Report

No report

IV. Superintendent's Report

No School for Students this Friday, April 28

There will be no classes this Friday, April 28 - this is the fifth and final professional learning Friday for staff for this school year.

Kindergarten Roundup - May 9, 2023

Kindergarten Roundup is coming up on May 9, 2023. It will be held at your neighborhood elementary school. Here are the details:

- Families will meet the teachers and staff.
- Staff will take families on a guided tour of the building.
- Rising kindergarten students will participate in learning activities with peers and teachers.
- Families will have an opportunity to complete paperwork and meet other families of kindergarten students.

Session 1: 4:00 – 4:45

Rising Kindergarteners with last names starting with A-L

Session 2: 5:00 – 5:45

Rising Kindergarteners with last names starting with M-Z

*Families with students interested/confirmed in Young 5s will receive information before May 9 about which building to attend for Round-Up.

If you have not yet registered your incoming kindergarten or Young 5s student, please use this link to begin the registration process as soon as possible: <https://elps.us/our-district/prospective-families/online-enrollment/>

Please contact your assigned elementary school if you have questions.

Administrative Professionals Day this Wednesday

Please join us in recognizing our wonderful administrative professionals as we celebrate Administrative Professionals Day this Wednesday, April 26! We are thankful for our secretaries, administrative assistants and other office professionals, who each play an important role in supporting and taking care of our students, staff and families.

School-Based Health Center Update

Prior to Spring Break, I shared the following information:

East Lansing Public Schools and the Ingham County Health Department received a planning grant to expand health services to East Lansing Public Schools students. As stated in the [press release](#) issued by MDHHS, the grant allows us to set up a health center within ELPS to work with students and families to “learn positive behaviors, prevent diseases, receive medical care and support, resulting in healthy youth who are ready and able to learn and become educated, productive adults.”

According to the [MDHHS website](#), health centers like the one coming to ELPS, “promote the health of children, adolescents and their families by providing important primary, preventative, and early intervention health care services. These centers provide primary care, preventative care, comprehensive health assessment, vision and hearing screening, medication, immunization, treatment of acute illness, co-management of chronic illness, health education and mental health care. These integrated primary care and mental health centers serve youth and adolescents ages 5-21 in schools (School Based Health Centers) or near school property (School Linked Health Centers).” This will be an amazing resource for students and families of ELPS. The Ingham County Health Department /ELPS grant is one of 26 awarded statewide.

Update below!

We held our first Community Advisory Council meeting Wednesday, April 12 and are looking for a few more members to join this committee - we are seeking members so that this council is representative of the demographics and social identities of our student body and the

families we serve. We invite family members, students and other stakeholders to complete this google link invitation if you would like to attend our next meeting and learn more about this initiative: <https://forms.gle/riVsBe18iQ2qeCMc8>

Our next meeting is scheduled for Wednesday, May 10 at 6:00 p.m. in the ELHS Student Union.

School Safety and Student Support Updates

Training:

- This Friday, all elementary staff will participate in Critical Incident Response Training as part of the April 28 professional learning day. The session covers a broad range of target violence hazards that include a violent intruder or other insider violence. Middle and high school staff will participate in the training on the August 22 back-to-school professional learning day.

Student Supports:

- High school administration started a new in-person offering for students who are completing their coursework virtually through our Graduation Alliance program. Each Wednesday from 5:00 – 7:00 p.m., students are invited to the high school for dinner and program support. The first week, we had three students attend, and last week, participation grew to 11! This is an opportunity for virtual students to connect with the school, adults from the school and their peers.

Family & Community Engagement:

- Consultants from Secure Education Consultants will be onsite much of the day next Wednesday, May 10. They will be engaging in some additional stakeholder feedback meetings and then conduct a review meeting of the District and Building Safety Assessments with district leaders. We will prioritize the recommendations and determine next steps for the establishment of a District Safety Committee.

Discussion followed.

V. Public Comment: This is the opportunity to address the Board. Speakers are to confine their remarks to five minutes. If a speaker requires more than five minutes, after all other persons who have requested to speak during this part of the meeting have spoken, that speaker will be allowed additional time. The Superintendent or other district staff may comment to clear up or avoid significant misunderstandings.

- Tedda Hughes, read by Dr. Terah Chambers - Police presence in schools and library.
- Nichole Biber - No Mow May/Biodiversity.
- Jared Roberts - School Resource Officers.
- Nell Kuhnmuensch - Oppose police officers in our school.
- Jen Chenault - Cameras in the student parking lot.
- Brad Lutz - SROs.
- Ainslie Branson - Diversity high school faculty.
- Brandi Branson – ELPAT/PBIS/Security. 6

- Heidi Thornley - SROs.
- Del Chenault - School Safety.
- Melissa Fore- Armed Resource Officers in schools.
- Kayla Gomez – Police in schools.
- Antonio Gomez - School Police Officer.
- Jen Chenault - Tasing incident.
- Nichole Biber – Guns.
- Brandi Branson/ ELPAT - Police presence in the buildings.

VI. Board Discussion

VI.A. School Resource Officers (SROs)

- Ms. Cormier – Doesn't support SROs; we would benefit from having an open discussion or discussing a compromise; personally not interested in a police officer addressing our students.
- Ms. Fink – supported Ms. Cormier's request to have it added to the agenda; against having an armed officer in our buildings.
- Ms. Faris-Hylen - currently opposes an armed officer; in part because of what was spoken about today; community members, students, and staff need to feel safe; stories of black peers don't feel safe with a Security Officer in the building; listening to all of these voices; grateful to all of the comments here tonight.
- Mr. Martin - professional career working with police officers; ELPD has been a positive experience; concerns with putting a police officer in our schools; building a school culture - does an SRO need to be a part of the culture?; create expectations and consequences from day one; reinforce basic practices on how to treat each other; the question is if an SRO is a part of this process. Resources need to be used to build this culture; one stakeholder we haven't heard from is our teachers; interested in hearing what their thoughts are on having an SRO in the building.
- Dr. Edsall - personal interactions with a local and non-local police officers; misconception serving on the school board and police oversight commission; laws, ordinances, and Board policy state no conflict of interest as no financial benefit is received; my opinions are formed by my children's interactions with local police officers; BIPOC and disabled youth homes see police in schools as one more way to bring the criminal justice system into the homes; black and brown students do not have the same interaction with police officers; another argument is to stop mass shootings; no evidence that the presence of armed police officers prevents or lessens carnage of a mass shooting; police officers are not trained on child behavior, mental health issues, homelessness, trauma, and cultural differences they are trained to "take charge" of the situation which often escalates the situation that would have de-escalated by a social worker, teacher, administrator, or student advocate; thank you to Ms. Branson for comments regarding the misinformation surrounding the tasing incident.
- Dr. Chambers – we need to look at a compromise; hiring security officers may be important to do and demonstrate a need at the time; personally not in favor of having SROs in the district; active armed police presence – a portion of the population doesn't feel supported; a

need for more robust and comprehensive responses; focus on mental health; adults having more meaningful relationships with students such as security officers that become ELPS student advocates and cost - ELPS shares a portion of the SRO's salary; what could be done with this money to support our students; we do need a positive and supportive relationship with law enforcement; the community needs to understand that not supporting an SRO doesn't make the Board anti-police.

- Ms. Cormier – asked for ideas of what compromise with building a relationship with ELPD would look like.
- Ms. Leyko – ELPS school administration and District administration have a great working relationship with ELPD; officers from ELPD and the fire department toured our buildings last summer especially middle and high school to get an idea of the buildings; ELPD will be included in the safety committee; electronic mapping to first responders; will be attending a webinar with them this week.
- Mr. Martin - asked if we will offer additional tours of buildings.
- Ms. Leyko – Has communication with Captain Pride, Retired Deputy Chief Conley, and Scott Sexton – the missing piece is a consistent liaison between the police department and the district.

VII. Action Items

VII.A. Revisions to Board Policies

Motion 22-23/099: The Board of Education approves the revisions to the following Board Policies, as presented.

VII.A.1. Policy 3116 District Technology and Acceptable Use

VII.A.2. Policy 3120 Head Start COVID-19 Mitigation (Intentionally Left Blank)

VII.A.3. Policy 4101.01 Religious Accommodation

VII.A.4. Policy 5206 Student Discipline

This motion, made by Dr. Kath Edsall and seconded by Ms. Amanda Cormier, Passed.

Dr. Terah Chambers: Aye, Ms. Amanda Cormier: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Absent, Mr. Chris Martin: Aye

Aye: 6, Nay: 0

Discussion followed.

VII.B. 2022-23 First Budget Revisions

VII.B.1. General Fund

Motion 22-23/100: The Board of Education adopts the 2022-2023 First Budget Revision resolution for the General Fund, as presented on pages 5-6 of the Budget Book.

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This motion, made by Dr. Kath Edsall and seconded by Mr. Chris Martin, Passed.

Dr. Terah Chambers: Aye, Ms. Amanda Cormier: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Absent, Mr. Chris Martin: Aye

Aye: 6, Nay: 0

Discussion followed.

VII.B.2. Food Service Fund

Motion 22-23/101: *The Board of Education adopts the 2022-2023 First Budget Revision resolution for the Food Service Fund, as presented on page 7 of the Budget Book.*

This motion, made by Ms. Tali Faris-Hylen and seconded by Ms. Amanda Cormier, Passed.

Dr. Terah Chambers: Aye, Ms. Amanda Cormier: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Absent, Mr. Chris Martin: Aye

Aye 6, Nay: 0

Discussion followed.

VII.B.3. Student/School Activity Fund

Motion 22-23/102: *The Board of Education adopts the 2022-2023 First Budget Revision resolution for the Student/School Activity Fund, as presented on page 8 of the Budget Book.*

This motion, made by Dr. Kath Edsall and seconded by Mr. Chris Martin, Passed.

Dr. Terah Chambers: Aye, Ms. Amanda Cormier: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Absent, Mr. Chris Martin: Aye

Aye: 6, Nay: 0

Discussion followed.

VII.C. Schools of Choice Resolution for 2023-2024

Motion: 22-23/103: *The Board of Education adopts the Schools of Choice resolution for the 2023-2024 school year, as presented.*

This motion, made by Dr. Kath Edsall and seconded by Ms. Amanda Cormier, Passed.

Dr. Terah Chambers: Aye, Ms. Amanda Cormier: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Absent, Mr. Chris Martin: Aye

Aye: 6, Nay: 0

Discussion followed.

VII.D. Schools of Choice Openings for 2023-2024

Motion 22-23/104: The Board of Education approves the following number of Schools of Choice (SOC) openings for the 2023-2024 school year.

Grade Level	Number of Openings
Young Fives/Kindergarten	16
First Grade	3
Second Grade	6
Third Grade	12
Fourth Grade	3
Fifth Grade	17
Sixth Grade	10
Seventh Grade	0
Eighth Grade	0
Ninth Grade	5
Tenth - Twelfth Grade	0
Total	72

This motion, made by Mr. Chris Martin and seconded by Dr. Kath Edsall, Passed.

Dr. Terah Chambers: Aye, Ms. Amanda Cormier: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Absent, Mr. Chris Martin: Aye

Aye: 6, Nay: 0

Discussion followed.

VII.E. Purchase of Technology Hardware

Motion 22-23/105: The Board of Education approves the purchase of iPads from Apple in the amount of \$76,440.00 and the purchase of desktops from SEHI in the amount of \$36,975.00.

This motion, made by Dr. Kath Edsall and seconded by Ms. Tali Faris-Hylen, Passed.

Dr. Terah Chambers: Aye, Ms. Amanda Cormier: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Absent, Mr. Chris Martin: Aye

Aye: 6, Nay: 0

Discussion followed.

VIII. Committee Reports

VIII.A. Academic and Technology Committee

- No report.
- Next meeting is May 2 at 12:00 pm.10

- Mr. Palasty - addressed the cameras in parking lots; the student parking lot was troublesome and needed to extend the network and add fiber cabling (complete); can increase camera presence but still will not cover everything; cameras are currently functioning and covering more of the parking lot.

VIII.B. Facilities Committee

- Met on April 11; next meeting is May 19 at 12:30 pm
- Received detailed Safe Routes to School update.
- Pedestrian refuge island next to Marble, MMS, and ELHS – similar to what is in front of City Hall
- Billy Hastings covered:
 - Maintenance staff worked over spring break and got a lot covered that doesn't normally get done during the school year.
 - Gave plans to GMB for increased handicapped accessibility plan for playgrounds at all elementary buildings.
 - Handicap doors and ELHS and MMS are working at full capacity.
 - No Mow May areas have been identified where ELPS can participate and have no bearing on athletics.

VIII.C. Finance Committee

- Discussed Food Service Management contract; received two bids; must accept the lowest bid; will have a new contract with Chartwells.
- Ingham ISD General Fund Budget – will vote on it at the next meeting; recommend support.
- Capitalization Threshold increase from \$5,000 to \$10,000; it shows as an asset on the balance sheet.
- First budget revision – based on Governor's recommended budget due to no budget from the House or Senate.

VIII.D. Intergovernmental Relations

- Last meeting – March 15; no meeting scheduled.
- The House passed Senate Bill 63 – expanding sinking funds for school buses.
- House Judiciary Committee approved a package of bills that includes House Bill 4125 – changing student discipline; a student cannot be suspended or expelled for more than ten days for an action arising from an incident in which the student claims they were sexually assaulted.
- The Senate passed Senate Bill 89 – creating the Clean Drinking Water Access Act – requiring each school to develop a drinking water safety plan and make the plan available to the state government.
- House Labor Committee began hearings on House Bill 4233 – which allows school districts to automatically deduct union dues from employees' paychecks, at their request. This reverses a law passed in 2012 that prohibited this for schools.
- More than 70 school board members joined MASB's Government Relations team for the Behind the Scenes at the Capitol event. There was a panel discussion with the members of the House and Senate Education Committee, a presentation from the Senate Fiscal Agency on the Governor's proposed budget, a legislative update, and lunch with legislators and staff.
- MDE highlights teachers for Teacher Appreciation Month. Students and the community are invited to highlight teachers through a digital submission.

VIII.E. Personnel Committee

- Met on April 18.
- Purpose and responsibility of the committee; Superintendent Evaluation; Superintendent Leyko has received three highly effective evaluations and can receive bi-annual evaluations; an evaluation must be done this year.
- Some Board members will be receiving Superintendent Evaluation training on May 9.
- Superintendent evaluation process and timeline – action needs to be taken by the Board by June 30.
- Principal hiring process and timeline – Rulesha Glover-Payne distributed information to the committee; survey results from staff, students, and families. The posting went live on April 17 and will remain up for two weeks; hope to announce the candidate by May 19 and approve at either the May 22 or June 12 meeting.
- Seeking a group of individuals to serve on the main committee (staff, students, and families).
- Comments from surveys include looking for someone honest and ethical, collaborative, responsive to concerns, and transparent.

VIII.F. Policy Committee

- No report.

IX. Announcements

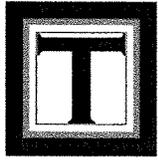
No announcements.

X. Adjournment

The meeting adjourned at 9:24 pm.

President

Secretary



THRUN LAW FIRM, P.C.

U.S. MAIL ADDRESS
P.O. BOX 2575, EAST LANSING, MI 48826-2575
PHONE: (517) 484-8000 FAX: (517) 484-0041

ALL OTHER SHIPPING
2900 WEST ROAD, SUITE 400
EAST LANSING, MI 48823-6386

LISA L. SWEM
JEFFREY J. SOLES
ROY H. HENLEY
MICHAEL D. GRESENS
CHRISTOPHER J. IAMARINO
RAYMOND M. DAVIS

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ERIN H. WALZ
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KATHRYN R. CHURCH
MARYJO D. BANASIK
CATHLEEN M. DOOLEY

GORDON W. VANWIEREN, JR. (OF COUNSEL)
MARGARET M. HACKETT (OF COUNSEL)

April 11, 2023

Re: Social Media Litigation

Dear Retainer Client:

Schools nationwide have recently started joining a nationwide litigation against Facebook, Instagram, Snapchat, Tik-Tok, and other social media platforms. The lawsuit asserts that social media companies targeted minors to maximize profits despite knowing the severe detrimental effects excessive social media use causes to minors. Research confirms that social media use is associated with increased rates of depression, anxiety, eating disorders, suicide, and property damage.

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Frantz Law Group, the California law firm representing at least 125 Michigan schools in the nationwide litigation against Juul and other vaping product manufacturers, is also representing schools in the social media litigation. As it did with the vaping litigation, Frantz requested that Thrun Law Firm determine whether Michigan schools are interested in joining the social media litigation and, if so, to facilitate contact with Frantz. School districts, intermediate school districts, and public school academies are eligible to join the social media litigation.

The social media litigation seeks monetary compensation for past damages incurred by schools related to the social media epidemic created by the defendants, as well as anticipated future damages.

For past damages, the litigation seeks reimbursement for costs associated with social media use, such as property damage caused by students engaging in social media trends and any lost state aid caused by social media suspensions and expulsions. For future damages, the litigation seeks compensation for appropriately handling social media-related issues going forward, including funds for counselors and educational programming.

As with the vaping litigation, Frantz will seek a court order restricting discovery to a questionnaire. Until that order is granted, however, schools will be required – with assistance from Frantz – to respond to written questions and document requests from the defendants. Frantz estimates that school staff time related to this litigation will not exceed 10 hours. Frantz informed us that at this stage of the litigation, it does not expect that school staff will be required to appear in court or to participate in depositions.

Aside from discovery, the terms for participating in the social media litigation are the same as those for participating in the vaping litigation. Frantz will represent schools on a contingency fee basis, meaning Frantz will not charge any fees or costs unless there is a financial recovery. Frantz will receive 25% of any recovery. Thrun will receive a portion of that 25%. If there is a



Social Media Litigation
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recovery, schools would also reimburse Frantz out of the recovery for costs incurred by Frantz during the litigation, such as court filing costs and expert witness fees.

A recovery in the litigation is not guaranteed. Thrun is not co-counsel in the litigation – our role is limited to referring clients to Frantz.

Thrun can arrange for Frantz to make a presentation to your board about the litigation. To join the litigation, your Board would need to approve the accompanying resolution and the contract attached to that resolution.

Signed resolutions and contracts should be returned by December 29, 2023 to pmatusiak@thrunlaw.com. If your Board would like more information about the litigation, please contact Piotr Matusiak at pmatusiak@thrunlaw.com or call (517) 374-8824.

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Thrun Law Firm, P.C.

**EAST LANSING PUBLIC SCHOOLS BOARD OF EDUCATION
RESOLUTION**

A regular meeting of the East Lansing Public Schools (“School”) Board of Education (the “Board”) was held on the 8th day of May, 2023 at the following time: 7PM (“Meeting”).

The Meeting was called to order by _____, President

Present:

Absent:

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS:

1. In January 2023, Seattle Public Schools, Pittsburg Public Schools, and other public schools joined a nationwide litigation against Facebook, Instagram, Snapchat, Tik-Tok, and other social media platforms in a California federal court, specifically Case No. 22-MD-3047-YGR in the United States District Court for the Northern District of California (“Lawsuit”).

2. The Lawsuit seeks monetary damages and injunctive relief associated with defendants targeting minors to maximize profits despite knowing the severe detrimental effects excessive social media use causes to minors.

3. Schools in the Lawsuit are being represented by Frantz Law Group, APLC, a California professional law corporation (“Frantz”).

4. Thrun Law Firm, P.C. referred the School to Frantz for the Lawsuit.

5. The Board believes it is in the School’s best interests to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

6. The Board believes it is in the School’s best interests to authorize and direct Superintendent or designee to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School’s legal counsel.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board decides to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

2. The Board authorizes and directs Superintendent or designee to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School’s legal counsel.

3. All resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

Ayes:

Nays:

Absent:

Motion Passed:

Board Secretary

The undersigned duly qualified and acting School Board Secretary hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

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Board Secretary

Date: _____, 202__

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between East Lansing Public Schools, whose address is 509 Burcham, East Lansing, MI, 48823 (“Client”) and Frantz Law Group, APLC, a California professional law corporation (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVES**
 - A. **CLIENT REPRESENTATIVES.** Client designates the Superintendent, or designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
 - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with the Social Media litigation, specifically Case No. 22-MD-3047-YGR in the United States District Court for the Northern District of California (“Action”). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees to Attorneys of twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client, provided that such fee will be paid only by money recovered from defendants in the Action (collectively, the "Total Fee"). Thrun, Maatsch and Nordberg, P.C., a Michigan professional corporation d/b/a Thrun Law Firm, P.C. (Thrun) will receive either twenty five percent (25%) or thirty five percent (35%) of the Total Fee, as discussed in more detail in Paragraph 6, below. The Action does not involve a claim or action for personal injury or wrongful death (see MCR 8.121(A)).

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost, the "Gross Recovery." Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

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- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the Client; and (2) any Attorneys' fees and costs recovered by the Client as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the Client and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The Client shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the Client's behalf as a result of the Services.
- (3) [Omitted].
- (4) If, by judgment, there is no money recovery and the Client receives In Kind relief, Attorneys acknowledge that Client is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.
- (5) The Client agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or

resolution of the Action.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment or, if there are multiple payments, will be split proportionally between those multiple payments.

- A. Reasonable Fee if Contingent Fee is Unenforceable. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree to follow the procedure in Paragraph 10 below; in any event, Attorney and Client agree that the fee shall not exceed twenty five percent (25%) of the gross recovery as defined in Paragraph 5.
 - B. No Fund Payments. Notwithstanding any other provision in this Agreement, including the immediately preceding paragraph, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Client general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.
6. REFERRAL FEE. Thrun will receive twenty-five percent (25%) of the Total Fee if the Client meets at least one of the following:
- A. Is a Thrun retainer client.
 - B. Is not a Thrun retainer client, but adopts a resolution that says Thrun is referring the Client to Attorneys and that authorizes both joining the Action and entering into this Agreement.
 - C. Is not a Thrun retainer client, but Attorneys know or have reason to know that Client was referred to Attorneys for the Action by Thrun.

Notwithstanding the preceding sentence, Thrun will receive thirty-five percent (35%) of the Total Fee if the Client is described in A-C above and obtains Thrun's assistance with completing a questionnaire about the Action. Thrun will not bill Clients at Thrun's hourly rates for work associated with the Action.

7. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses," which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar

items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES: Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by The Client and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement.

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8. LIEN. In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.
9. DISCHARGE AND WITHDRAWAL.
 - A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
 - B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

10. DISPUTE RESOLUTION: ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any litigation is filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation with the American Arbitration Association (AAA), which mediation shall occur at the Client's central office or another location mutually agreed to by Client and Attorney. No litigation can be filed until after this agreed-upon mediation has occurred, and any litigation filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. Any litigation relating to any Dispute shall be filed in a Michigan court with jurisdiction over the Client; any litigation filed in any other court shall be dismissed, and the party initiating such litigation shall promptly pay any attorney fees and costs incurred by the other party in defending against that litigation.
11. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.
12. DISCLAIMER OF GUARANTEE. Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
13. MULTIPLE REPRESENTATIONS: The Client understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of the Client and other multiple claimants and that the Client nevertheless wants the Attorneys to represent the Client, and that the Client consents to Attorneys representation of others in connection with the litigation.

Attorneys strongly advise the Client, however, that the Client remains completely free to seek other legal advice at any time even after the Client signs this Agreement.

14. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The Client authorizes us to enter into and engage in group settlement discussions and agreements which may include the Client's individual claims. Although the Client authorizes us to engage in such group settlement discussions and agreements, the Client will still retain the right to approve, and Attorneys are required to obtain the Client's approval of, any settlement of the Client's case.
15. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by Client and Attorneys.
16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.
17. **ASSIGNMENT:** Neither party shall have the right to assign its rights or obligations under this Agreement to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.
18. **SUCCESSORS AND ASSIGNS:** This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.
19. **FULL AND FINAL AGREEMENT:** This Agreement is the full and final agreement. Any amendments to the Agreement must be in writing and signed by the parties.
20. **GOVERNING LAW.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan.
21. **AUTHORIZED SIGNATURES:** Each individual signing below represents that the individual is duly authorized to sign this Agreement on behalf of that individual's respective party as listed below.

Frantz Law Group, APLC

Dated: _____, 202__

Frantz Signature: _____

Frantz Print Name: _____

Dated: [redacted], 202__

Signature: [redacted]

Print Name: [redacted]

School Client Name: [redacted]

Position of Signatory: [redacted]



East Lansing
Public Schools

MEMORANDUM

TO: ELPS Board of Education, Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance & Operations

SUBJECT: Action Item – Ingham Intermediate School District’s 2023-24 Proposed General Fund Budget

DATE: May 2, 2023

Recommendation:

It is recommended that the Board of Education adopt the resolution in support of the proposed 2023-24 Ingham Intermediate School District General Fund budget, as presented.

Background:

From the 4-24-2023 BOE packet:

By June 1 of each year (per PA 234 of 2004) constituent districts of an intermediate school district (ISD) must take board action on the ISD’s proposed General Fund budget. Attached for your review is Ingham Intermediate School District’s (IISD) 2023-24 Proposed General Fund Budget.

An overview of proposed revenue and expenses are highlighted on page 6 and 7 respectively. The proposed budget projects ending fund balance of \$6,747,509 or 14.5% of total expenditures. This is an increase of \$182,014 in the projected ending fund balance for the year ending June 30, 2023.

The IISD Proposed General Fund Budget will be reviewed at the April 19, 2023 Finance Committee meeting. At the May 8, 2023 Board meeting it is anticipated that a resolution will be presented to support IISD’s 2023-24 Proposed General Fund Budget.

ISD BUDGET RESOLUTION

East Lansing Public Schools, East Lansing, Michigan (the “District”)

A regular meeting of the board of education of the District was held in the Board Room in the District, on the ____ day of ____ 2023, at ____ o’clock in the evening.

The meeting was called to order by _____ President.

Present:

Absent:

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS:

1. Section 624 of the Revised School Code, as amended, requires the intermediate school board to submit its proposed budget not later than May 1 of each year to the board of each constituent district for review; and
2. Not later than June 1 of each year, the board of each constituent district shall review the proposed intermediate school district budget, shall adopt a board resolution expressing its support or disapproval of the proposed intermediate school district budget, and shall submit to the intermediate school board any specific objections and proposed changes the constituent district board has to the budget.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The board of education has received and reviewed the proposed intermediate school district budget in accordance with Section 624 of the Revised School Code, as amended, and by the adoption of this resolution, expresses its support for the proposed intermediate school district budget.
2. The secretary of the board of education or his/her designee shall forward a copy of this resolution to the intermediate school board or its superintendent no later than June 1, 2023.
3. All resolutions insofar as they conflict with this resolution be and the same are hereby rescinded.

Ayes:

Nays:

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of East Lansing Public Schools, East Lansing, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a regular meeting held on May 8, 2023, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Secretary, Board of Education



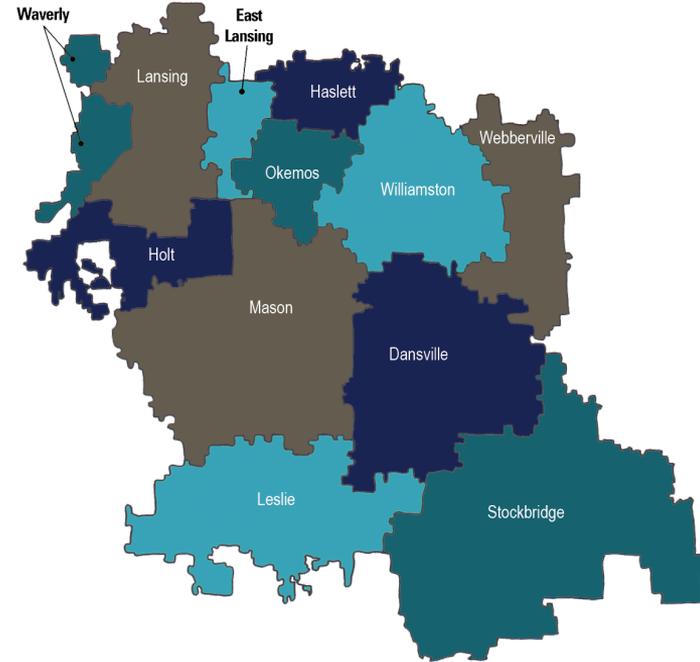
Ingham Intermediate
School District
A Regional Educational Service Agency

Ingham Intermediate School District 2023-24 Proposed General Fund Budget

Ingham ISD General Fund Overview

Ingham Intermediate School District (ISD) is pleased to provide this information regarding our 2023-24 Proposed General Fund Budget. A wide variety of programs and services to support our constituent districts are encompassed within our General Fund Budget. Ingham ISD is focused on assisting districts in their efforts to increase student achievement by creating and supporting collaborative programs and services.

Ingham ISD operates three funds: General Education, Special Education and Career and Technical Education. [Public Act 234 of 2004](#) mandates local district boards of education adopt a resolution either in support or disapproval of Ingham ISD's General Fund Budget. The information in this report is designed to assist you as a board member in this process.



Ingham ISD General Fund Overview

We strive to provide programs and services toward fulfilling our mission which is to lead and serve for the achievement and success of all learners. Our budget resource allocations also support our vision that Ingham ISD, in partnership with all stakeholders, will foster the success of all learners.

Ingham ISD's General Fund Budget supports our mission and vision in many different ways. Our programs and services are provided in collaboration with districts and are focused on individual district needs. Our General Fund Budget totals approximately \$46.4 million in expenditures and encompasses:

- Early childhood initiatives to ensure school readiness
- Instructional programs
- Instructional supports to districts to improve student outcomes
- Collaborations with districts to maximize resources



General Fund 2023-24 Proposed Budget

The Ingham ISD General Fund Budget represents a diverse collection of instructional programs, support services and outgoing transfers which are supported by a set of equally diverse funding sources.

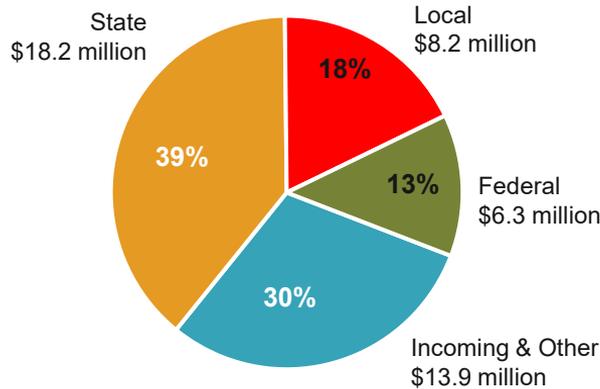
Budget Highlights

	2022-23 Revised	2023-24 Proposed	Increase/ (Decrease)
Revenue	47,501,197	46,571,801	(929,396)
Expense	47,119,264	46,389,787	(729,477)
Excess Revenue (Expense)	381,933	182,014	(199,919)
Beg Fund Balance	6,183,562	6,565,495	381,933
End Fund Balance	6,565,495	6,747,509	182,014

- The 2023-24 excess revenue of \$182,014 compares with 2022-23 revised budget excess revenue of \$381,933.
- The 2022-23 revised budget excess revenue was an improvement over the original budget excess revenue of \$357,929.
- The current year revised budget includes \$13.6 million of additional revenues and expenditures over the original budget related mainly to \$7.4 million of increased sub-calling system pass-through expenditures for local districts, \$2.8 million of renewed HRA grant funding and \$1.9 million of other additional grant funding. 30
- The General Fund Budget for both years includes recently expanded initiatives to directly support preschool education and school mental health services at the local district level.

General Fund Revenues & Expenses

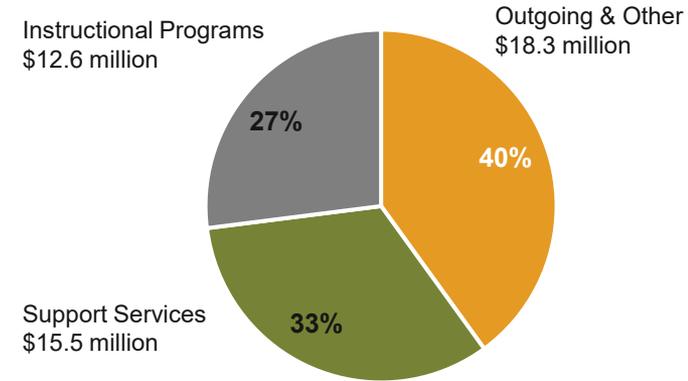
General Fund Revenue - \$46.6 million



Revenue Highlights

General Fund revenue sources include property taxes, state aid, fees for programs/services and grants. A significant portion of revenue is restricted for specific programs or grants and is not available for discretionary general appropriations. Examples include instructional programs such as Ingham Academy, early childhood programs and services and regional substitute consortium.

General Fund Expenses - \$46.4 million



Expense Highlights

General Fund expenditures include a wide variety of programs and services described in the following pages. The majority of expenditures for this fund have specific and designated revenues. As these designated revenues increase or decrease, there is an offsetting change in the related expenditures.

General Fund 2023-24 Proposed Budget Overview

Revenues

- The primary unrestricted revenue sources for the General Fund are property taxes and state aid Section 81.
- Property taxes contribute \$2.2 million in revenue and are based on an estimated levy of 0.1994 mills.
- Budget assumptions include a 4.0 percent increase in property tax revenue net of a contingency for reduced taxable values, increased personal property tax delinquencies, and captures.
- State Aid Section 81 assumes no increase and is estimated at \$1.7 million.
- Revenues decreased overall mainly due to one-time State retirement pass-through in 2022-23 of approximately \$685,000.
- The Governor's budget is currently in the recommendation stage thus no new assumptions have been included in the 2023-24 Proposed budget.
- The revised budget for next year will likely see increases for mental health, early childhood and potentially section 81.
- Local and state revenue sources will be monitored for a potential downturn in the economy and other uncertainties next year.

General Fund 2023-24 Proposed Budget Overview - Continued

Expenses

- Several open and unfilled positions are budgeted to be filled at full-year levels.
- The General Fund includes an overall increase of five staffing positions, three of which will be fully funded by additional Regional Assistance Grant funds to support improvement of academic outcomes in schools newly identified by the Michigan School Index Accountability System within our service area.
- The other two new staffing positions will be covered by general operation funds in 2023-24.
 - An additional application support specialist is being added to build capacity and cross-training to support local districts with PowerSchool.
 - A new director of early college is being added to design and implement a re-envisioned early college model in our service area.
- The General Fund also includes an overall reduction of five staffing positions which were unfilled due to retirements and staff vacancies. There is no financial impact to operations or to existing staff associated with reduction of these five positions.
- Ingham ISD bargaining contracts are in effect through 2023-24 providing stability in estimating future year staffing costs.
- Statutory healthcare hard cap and retirement rates will be monitored for future year impact to the budget.

Programs and Services Supported by Ingham ISD's General Fund

Student Instructional Services (SIS)/Multi-Tiered System of Supports (MTSS)

\$4.6 million

Ingham ISD, in collaboration with our constituent districts, is committed to implementing the essential research and evidence-based practices of MTSS to increase achievement for all pre-K-12 students. Specifically, Ingham ISD supports stakeholders in the following ways:

Data Review

Ingham ISD provides training and facilitation for ongoing data reviews utilizing a problem-solving process at the grade, building and district level.

Michigan's Continuous Improvement Process (MICIP)

Ingham ISD provides professional learning and customized support to local districts in the implementation of a continuous improvement process and the use of the MICIP platform. Professional learning and support with the MiStrategy Bank are provided to internal Ingham ISD programs and local districts.

English Language Arts (ELA) Steering Committee

The ELA Steering Committee provides an opportunity for literacy educators in the service area to learn about and implement the essential evidence-based literacy practices within an MTSS framework. The emphasis of this work focuses on four core areas: collaboration, professional development, assessment/data and research-based practices (General Education Leadership Network (GELN) Essential Practices).

Early Warning Systems and Positive Behavioral Interventions & Supports (PBIS)

Ingham ISD supports the collection and analysis of K-12 early warning indicators. We support implementation of school-wide and classroom PBIS systems through training and technical support.

Survey of Enacted Curriculum

In collaboration with the University of Wisconsin, Ingham ISD provides training and support in the use of The Surveys of Enacted Curriculum (SEC) to assist district/school leadership and teachers in aligning instruction to the Common Core.

Programs and Services Supported by Ingham ISD's General Fund

Student Instructional Services (SIS) /Multi-Tiered System of Supports (MTSS) – Continued

Continuous Improvement and Accountability Index School Support

Technical assistance and support are provided to identified schools consistent with our MTSS framework for Michigan's required continuous school improvement model.

Literacy and Math Supports

Ingham ISD provides county-wide and customized support, pre-K-12, for evidence-based curriculum, assessment and instructional practices within the universal tier and for supplemental and intensive support. Ingham ISD provides in-district math and literacy coaching support that augments our professional learning opportunities as well as direct grant payments to districts which support literacy coaching. We support the GELN Literacy Essential School-wide and Instructional Practices through professional learning and coaching to build capacity and expertise in area schools.

Science, Technology, Engineering and Mathematics (STEM)

Ingham ISD provides training, support and technical assistance for implementing an integrated curriculum aligned with the Next Generation Science Standards as well as engineering design practices pre-K-12. Ingham ISD is supporting districts implementing recommended curriculum material aligned with the Next Generation Science Standards.

Leadership Learning Networks

Ingham Leadership Networks provide principal and central office support and learning for our constituent districts' administrators and leadership teams. It provides a networking opportunity for school-based leaders that combines updates from the state, problem solving, collaboration and leadership learning. In addition, collaborative networks are led by SIS staff for counselors, new teachers, instructional coaches and leaders of English learners.

School Mental Health Services

Ingham ISD supports local districts with professional learning on mental health and wellness. Mental health specialists provide mental health treatment and linkage to community services for students and families in need of mental health support through the 31n grant.

Programs and Services Supported by Ingham ISD's General Fund

Instructional Programs

\$13.4 million

Central Michigan Substitute System

Ingham ISD, along with Clinton County RESA, Eaton RESA and Shiawassee RESD, provides a regionalized substitute teacher system to identify and contract substitute teachers for participating districts. Ingham ISD provides coordination, contract administration and billing for districts.

Early College

The Early College at Lansing Community College (LCC) will be fully phased out at the end of the 2022-23 school year. Ingham ISD has committed to hiring a director in 2023-24 to embark on re-envisioning a new model of success moving forward to provide high school students an opportunity for early entry to a higher education environment by earning post-secondary credentials.

Ingham Academy

Ingham ISD partners with the Ingham County Board of Commissioners and the Circuit Court to provide an alternative day-school for adjudicated youth that provides educational and behavioral support. Ingham Academy is funded by state aid with the remaining cost billed to the Circuit Court.



Programs and Services Supported by Ingham ISD's General Fund

Early Childhood Programs

\$14.3 million

Early Childhood

Ingham ISD provides early childhood administrative support and coordination for the implementation of a comprehensive continuum of early childhood programs and services for children from birth to age eight and for their families. Through facilitation of the Ingham Great Start Collaborative (GSC), Ingham ISD guides local districts, human service agencies and families in the development, implementation and sustainability of an ISD-wide early childhood education and care system. The majority of these activities are grant-funded and support core implementation of the GSC and the Great Start Parent Coalitions (GSPC).

Great Parents, Great Start (GPGS)

Ingham ISD provides a parent involvement and education program that offers personal visits, developmental screenings, playgroups and connections to community resources for families with children, ages birth to kindergarten, to improve school readiness. GPGS has received grant funds through Families First Prevention Services Act (FFPSA) connecting GPGS programming with families served through Child Protective Services (CPS) to reduce recidivism and prevent foster care placements through parent education.

Great Start Readiness Program (GSRP)

Ingham ISD operates the consortium in coordination with local districts, public school academies and community grantees which provides eligible, at-risk four-year-olds with preschool programming. Ingham ISD provides professional learning, instructional coaching and program outreach services for consortium partners.

Early Childhood Support Networks (ECSN)

Ingham ISD participates in a federally-funded partnership with MDE to develop and facilitate regional access to a better-coordinated early childhood system for providers and families. The Eastern ECSN provides training and technical assistance to resource centers, GSC and GSPC for 18 counties.

Programs and Services Supported by Ingham ISD's General Fund

Other

\$12.7 million

Sharing Technology & Academic Resources Network (StarNET)

StarNET wide area network members (all twelve local districts and Ingham ISD) share resources including a wide area network and internet bandwidth. Members collaborate on a variety of instructional and other resources including student information systems, web content filtering, data center hosting, shared application servers (Meal Magic servers, Foxbright, etc.) and other shared technical resources. Cooperative purchasing and sharing of services, such as software for student data and assessment and special education, are also done through StarNET. Additionally, StarNET is the mechanism in place for connecting local districts to the Statewide Educational Network (MiSEN) to leverage statewide cooperative buying power on things like internet service, peering with content providers as well as secure data transport to projects such as Michigan Data Hub for automating movement of student data between common school resources.

General Education Transportation

The ISD operates a general education transportation consortium to provide a cost-effective and quality transportation service option for participating districts. Additionally, regional bus driver and transportation supervisor training is provided for all districts in Ingham ISD, Clinton County RESA and Eaton RESA service areas. Ingham ISD also facilitates contracted transportation routing services and management consulting services for districts.

Technology Services

Ingham ISD provides a variety of technology support services including comprehensive technology services for four local districts and one neighboring ISD, network engineering for three districts and ad hoc services to other districts as needed. In addition, a number of other technology services are being provided such as web content filtering, website hosting, data center hosting, VoIP phone system support, blended and online learning supports, technology integration and various instructional resources.

Programs and Services Supported by Ingham ISD's General Fund

Other – Continued

Business Services

Ingham ISD provides comprehensive business services including finance, accounting, purchasing, payroll and benefits, budgeting and reporting services to two local districts and one public school academy as well as payroll and benefit services to two additional local districts.

Communication Services

Ingham ISD provides communication services including media support, crisis management, website support, writing and/or graphic design to three local districts and two regional education service agencies.

Pupil Accounting & Truancy

Ingham ISD assists local districts by conducting Michigan Department of Education required audits to verify the accuracy of pupil membership counts which determines the amount of state school aid a district receives. Statutorily required student attendance and truancy services are also provided.

Administrative Services and Support

Ingham ISD's General Fund Budget partially funds programs designed to assist local districts in areas such as administrative services, facilitation and support for board members, curriculum directors, human resources directors, business directors and technology directors, acquisition of grant funds, communication and public information planning, property tax reporting assistance and purchasing collaborations. Ingham ISD also provides programs and services to improve the effectiveness and efficiency of school operations supported by the General Fund such as Superintendents' Round Table facilitation, finance software system (MUNIS) and human resources employee application system.

Capital Projects Fund Transfer

The General Fund Budget includes an outgoing transfer to our Capital Projects Fund for future facility needs.

Next Steps and Responsibility

Next Steps	Responsibility
<p>Submit 2023-24 General Fund Budget to local districts by May 1.</p>	<p>Ingham ISD</p>
<p>By June 1, adopt a resolution either in support or in disapproval of the General Fund Budget. If disapproved, submit specific objections and proposed changes.</p> <p>Send resolution to Ingham ISD, c/o Superintendent's Office.</p>	<p>Local Districts</p>
<p>Adopt General Fund Budget by July 1.</p>	<p>Ingham ISD</p>





509 Burcham Drive, East Lansing, MI 48823
Technology & Media Services Department
(517) 333-7418 Phone (517) 333-7404 Fax

East Lansing
Public Schools

April 24, 2023

To: Board of Education
From: Christian Palasty, Director of Technology & Media Services

Subj: ACTION ITEM – Purchase of Technology Hardware

Motion: Move to purchase 190 Chromebooks from Sehi in the amount of \$47,420.20

Qty	Item	Cost per	Total Cost
190	Chromebooks (Elementary)	249.58	\$47,420.20

Our current inventory of Chromebooks includes one cart for each 4th and 5th grade section within each elementary school building. At the time of planning, 3rd grade sections were assigned one cart to be shared between two sections while still meeting instructional needs. This purchase will supply 3rd grade classrooms with their own cart of Chromebooks.

The purchase is being made through the state REMC program and the SPOT* catalog and meets all state and local bidding requirements. The purchase will be funded through the district sinking fund budget for the 2023-24 school year.

*SPOT is a statewide collaborative purchase agreement.



MEMORANDUM

TO: ELPS Board of Education & Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance & Operations

SUBJECT: Action Item – Food Service Management Company Bid

DATE: May 2, 2023

Recommendation:

It is recommended that the Board of Education award the food service bid to Chartwells for fiscal year 2023-24.

Background:

Attached is the letter from MDE concurring with the District's recommendation that the food service bid be awarded to Chartwells.

From the 4-10-2023 BOE packet:

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 reviewed and evaluated 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.

**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

Amy Shaffer, CEO, Chartwells K12

Printed Name of FSMC Representative

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

Name of FSMC

3/15/2023

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

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

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:

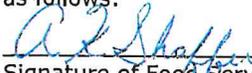
1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other offeror or with any competitor.
2. Unless otherwise required by law, the prices which have 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.

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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:

 Amy Shaffer, CEO, Chartwells K12 3/15/2023
 Signature of Food Service Management Company/Vendor's Title Date
 Authorized Representative

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.

 Superintendent 4/6/23
 Signature of SFA's Authorized Representative Title Date

Certificate of Compliance

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

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

Amy Shaffer, CEO, Chartwells K12

Title

3/15/2023

Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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.

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

Name of Food Service Management Company/Vendor

Amy Shaffer, CEO, Chartwells K12

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



Signature(s)

3/15/2023

Date

Clean Air and Water Certificate

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

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).

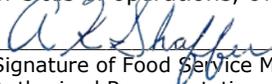
The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

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.

	Amy Shaffer, CEO, Chartwells K12	3/15/2023
Signature of Food Service Management Company/Vendor's Authorized Representative	Title	Date

Certification/Disclosure Requirements Related to Lobbying

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.

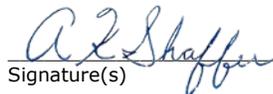
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file 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.

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

Name of Food Service Management Company/Vendor

Amy Shaffer, CEO, Chartwells K12

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


Signature(s)

3/15/2023

Date

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 (subtotal divided by projected meals/meal equivalents)		\$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

A. Shaffer

Amy Shaffer,
 CEO, Chartwells K12

Date: 3/15/2023

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

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: _____

Agreement Page

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

Signature of Witness for SFA

Signature of SFA Representative

Print Name

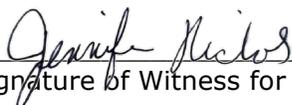
Title

Date

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

Food Service Management Company

Attest:



Signature of Witness for FSMC



Signature of FSMC Representative

Amy Shaffer

Print Name

CEO, Chartwells K12

Title

4/3/2023

Date