



*Regular
Board Meeting*

Board Room

April 18, 2022



Fruitport Community Schools
BOARD OF EDUCATION MEETING
Board Room
3255 E. Pontaluna Rd, Fruitport 49415
Monday, April 18, 2022 - 7:00 p.m.

I. CALL to ORDER

II. PLEDGE of ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF AGENDA

V. PRESENTATIONS

1. 2017 and 2021 Bond Update Presentation, Matt Hulswitt and Mark Mesbergen

VI. COMMUNICATIONS

VII. REMARKS FROM THE PUBLIC*

VIII. SUPERINTENDENT/ADMINISTRATIVE REPORTS

- 1.

IX. CONSENT AGENDA

1. Approval of Regular Meeting Minutes of March 21, 2022 (attachment IX-1)
2. Approval of Bills (attachment IX-2)

General Fund	\$259,828.23
Other Funds:	
Early Childhood Center	4,953.76
Food Service	107,736.48
Coop Ed (ISD) Tech Millage	5,643.10
2017 Debt Retirement	500.00
Total Bill List	<u>\$378,661.57</u>
3. Acceptance of Monthly Financial Report and ACH Transactions (attachment IX-3)
4. Acceptance of Student Activity Summary Report (attachment IX-4)
5. Acceptance of Credit Card and Utilities Report (attachment IX-5)
6. Approval of Capital Projects Progress Report (attachment IX-6)
7. Approval of 2021 Bond Report (attachment IX-7)
8. Approval of Personnel Report (includes confirmation of new hires, resignations, retirees, and transfers) (attachment IX-8)

X. GENERAL BOARD BUSINESS

XI. BUSINESS & FINANCE COMMITTEE REPORTS & RECOMMENDATIONS

Elroy Buckner, Chairperson

1. Report of Committee Meeting held April 11, 2022 (attachment XI-1)
2. Food Service Management Contract with Chartwells (attachment XI-2)
3. Electrical Lighting Circuits and Conduit at Athletic Stadium (Emergency Approval Requested) (attachment XI-3)

XII. PERSONNEL COMMITTEE REPORTS & RECOMMENDATIONS

Steve Kelly, Chairperson

1. Report of Committee Meeting held April 11, 2022 (attachment XII-1)
2. ECC Staff Compensation Recommendation (attachment XII-2)

XIII. STUDENT AFFAIRS COMMITTEE REPORTS & RECOMMENDATIONS

Susan Franklin, Chairperson

1. Report of Committee Meeting held April 11, 2022 (attachment XIII-1)
2. Varsity Hockey Cooperative Program (attachment XIII-2)
3. Updated Emergency Operations Plan and Procedures Manual (attachment XIII-3)
4. Overnight Trip Requests (attachment XIII-4)

XIV. BOARD MEMBER REPORTS AND DISCUSSIONS

XV. AGENDA ITEMS FOR FUTURE MEETINGS & SCHEDULING OF SPECIAL MEETINGS

1. Annual MAISD 2022-23 Budget Review, April 26, 2022 @ 5:30 p.m. via ZOOM
2. Business & Finance Committee will meet May 9, 2022 @ 11:30 a.m.
3. Personnel Committee will meet May 9, 2022 @ 4:30 p.m.
4. Student Affairs Committee will meet May 9, 2022 @ 5:30 p.m.

XVI. REMARKS FROM THE PUBLIC*

XVII. ADJOURNMENT

***Time is provided for members of the audience to address the Board of Education regarding any topic including items on the agenda. The board is providing two opportunities for the public to comment during the meeting. The first is for people who wish to bring issues to the Board of Education for board consideration. At the end of the meeting the board will provide a brief opportunity for community members to comment on activities and/or discussion that took place during the board meeting. Time limits may be placed if a large number of individuals would like to address the board.**

BOARD ACTION REQUEST FORM

Meeting Date: April 18, 2022

To: Board of Education

Attachments # IX-1
through IX-8

From: Jason Kennedy

Subject to be Discussed and Policy Reference:

- Regular Meeting Minutes of March 21, 2022
- Bills, Monthly Financial Report, and ACH Transactions
- Student Activity Summary Report
- Credit Card and Utilities Report
- Capital Projects Progress Report
- 2021 Bond Report
- Personnel Report

Background Information:

See attached

Financial Impact:

Recommended Action:

Approval of the Consent Agenda as presented.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin ___ Hazekamp
 ___ Kelly ___ Meeuwenberg



Fruitport Board of Education
Regular Monthly Meeting
 March 21, 2022 7:00 p.m.
 Board Room
 3255 E. Pontaluna Rd, Fruitport

- I. The Regular meeting of the Board of Education was **called to order** at 7:00 p.m. by Board President, Dave Hazekamp.
- II. The **PLEDGE OF ALLEGIANCE** was recited.
- III. **ROLL CALL:** Present – Elroy Buckner, Tim Burgess, Kris Cole, Susan Franklin, Dave Hazekamp, and JB Meeuwenberg. Absent - Steve Kelly.
- IV. **APPROVAL OF AGENDA**
 Item 22-037. MOTION by Buckner, SECOND by Franklin to approve the agenda as presented.
 MOTION CARRIED 6-0
- V. **PRESENTATIONS**
 Middle School ELA Teacher, Jacquelyn Ball introduced one of her students to the Board. This student received an award from the Michigan Reading Association for a poem he had written. His poem titled, “the JubJub Bird Fights Back” was published in the most recent edition of Kaleidoscope magazine.
- VI. **COMMUNICATIONS**
 None.
- VII. **REMARKS FROM THE PUBLIC**
 None.
- VIII. **SUPERINTENDENT/ADMINISTRATIVE REPORTS**
 Superintendent, Jason Kennedy shared information on the upcoming Special Ed Millage.

 Jason review the 2021 Construction Timeline. The timeline includes dates for the track and field renovation, the installation of air conditioning throughout the buildings, the middle school pool room renovation and the purchase of band equipment. Jason mentioned a time-lapse camera that has been installed to capture the work being done on the field and track this year.

 Jason spoke about the North Point Drain Project. He mentioned the proposed storm water detention basin that will address water issues. An agreement with the Drain Commissioner will be on the April agenda.

 Jason gave an update on the FHS Hockey Cooperative. Currently the district has 10 students who play on the Kenowa Hills hockey team. Logistically, it has been difficult for

students to travel back and forth for games and practice. The district is considering joining the Reeths-Puffer Co-op or the Grand Haven Co-op. More on this topic in April.

Jason talked about the Michigan State Police School Safety Grant that will be submitted soon. It is not certain how much funding will be received. The grant is very competitive and the distribution of funding will be determined by district need and the amount of applicants.

Jason spoke briefly about the revised Adult Education Handbook. The Student Affairs Committee received a copy for review. It will be on the April agenda for consideration.

IX. CONSENT AGENDA

Item 22-038. MOTION by Cole, SECOND by Buckner to approve the Consent Agenda as listed below:

1. Approval of Regular Meeting Minutes of February 21, 2022
2. Acceptance of Bills, Monthly Financial Report, and ACH Transactions
3. Acceptance of Student Activity Summary Report
4. Acceptance of Credit Card and Utilities Report
5. Approval of Capital Projects Progress Report
6. Approval of 2021 Bond Report
7. Approval of the Personnel Report

MOTION CARRIED 6-0

X. GENERAL BOARD BUSINESS

None.

XI. BUSINESS AND FINANCE COMMITTEE REPORTS & RECOMMENDATIONS

1. Report of a committee meeting held March 14, 2022.

Elroy Buckner reported on a Business and Finance Committee meeting held in the Superintendent's Office on March 14, 2022. Dave Hazekamp, Kris Cole, Elroy Buckner, Jason Kennedy, Jessica Wiseman, John Winkas and Mark Mesbergen were present. The committee discussed: the proposed North Point Drain Agreement and the Instructional Assistant Tentative Agreement.

2. Food Service Equipment Purchase.

Item 22-039. MOTION by Buckner, SECOND by Cole to approve the Food Service equipment purchases as presented.

MOTION CARRIED 6-0

XII. PERSONNEL COMMITTEE REPORTS & RECOMMENDATIONS

1. Report of a committee meeting held March 14, 2022.

JB Meeuwenberg reported on a Personnel Committee meeting held in the Superintendent's Office on March 14, 2022. Dave Hazekamp, Steve Kelly, JB Meeuwenberg and Jason Kennedy were present. The committee discussed: a Personal Protection Order, a Personnel Issue, the Instructional Assistants' Tentative Agreement, a Letter of Agreement between the district and the FEA, a recent parent complaint and

administrative disciplinary investigation and outcome. They received a general overview of topics discussed in other committee meetings.

2. Ratify Fruitport Instructional Assistants Association's Tentative Agreement.
Item 22-040. MOTION by Meeuwenberg, SECOND by Franklin to approve the Tentative Agreement for a three-year contract with the Fruitport Instructional Assistants Association as presented.

MOTION CARRIED 5-0, Abstain - Cole

3. Letter of Agreement with the Fruitport Education Association.
Item 22-041. MOTION by Meeuwenberg, SECOND by Franklin to approve the Letter of Agreement with the Fruitport Education Association as presented.

MOTION CARRIED 6-0.

XIII. STUDENT AFFAIRS COMMITTEE REPORTS & RECOMMENDATIONS

1. Report of a committee meeting held March 14, 2022.

Susan Franklin reported on a Student Affairs Committee meeting held in the Superintendent's Office on March 14, 2022. Dave Hazekamp, Tim Burgess, Susan Franklin and Jason Kennedy were present. The committee discussed: Board Policy 5407, the District's COVID-19 Mitigation Plan, a Paws with a Cause Facility Therapy Dog, Lodging Assistance for Drumline, a Career Fair, Hand 2 Hand Weekend Food Program, a new Hockey Cooperative Program, and the revised Adult Ed Handbook. They received a general overview of topics discussed in other committee meetings.

2. COVID-19 Mitigation Plan.

Item 22-042. MOTION by Franklin, SECOND by Burgess to approve the District's Updated COVID-19 Mitigation Plan as presented.

MOTION CARRIED 6-0

3. Overnight Trip Requests.

Item 22-043. MOTION by Franklin, SECOND by Burgess to approve the overnight trip requests as presented.

MOTION CARRIED 6-0

XIV. BOARD MEMBER REPORTS AND DISCUSSIONS

Kris Cole spoke about the March 18-19 High School Robotics' competition at Orchard View. He was pleasantly surprised to have Senator Bumstead and Jason Kennedy in the audience. The team received the Gracious Professionalism Award and will be competing again April 1st and 2nd at Kentwood.

Dave Hazekamp stated that he was stunned by the performance of the Wizard of Oz over the weekend! It was a great kick off to the new Performing Arts Center. He commended Jeff Grossenbacher for knocking it out of the park with the sound and Cindy Curtis for her ability to put together such an amazing top-notch show!

Susan Franklin and JB Meeuwenberg both commented on the Wizard of Oz performance. They thought the musical was fantastic and very enjoyable for all. Susan hopes the district continues to support and build Fruitport's Fine Arts programs.

XV. AGENDA ITEMS for FUTURE MEETINGS & SCHEDULING OF ANY SPECIAL MEETINGS

1. Business and Finance Committee will meet April 11, 2022 at 11:30 a.m.
2. Personnel Committee will meet April 11, 2022 at 4:30 p.m.
3. Student Affairs Committee will meet April 11, 2022 at 5:30 p.m.
4. A Board Workshop has been scheduled for April 19, 2022 at 6:00 p.m.

XVI. REMARKS FROM THE PUBLIC

None.

XVII. ADJOURNMENT

Item 22-044. MOTION by Buckner, SECOND by Franklin to adjourn.
MOTION CARRIED 6-0

The meeting adjourned at 7:55 p.m.

Respectfully submitted,

Steve Kelly
Board Secretary

Maribeth Clarke
Recording Secretary



**FRUITPORT COMMUNITY SCHOOLS
BILL LIST
Month of March 2022**

<u>FUND</u>	<u>AMOUNT</u>
GENERAL FUND	\$259,828.23
EARLY CHILDHOOD CENTER	\$4,953.76
FOOD SERVICE	\$107,736.48
COOPERATIVE EDUC (ISD) - TECH MILLAGE	\$5,643.10
2017 DEBT RETIREMENT	\$500.00
GRAND TOTAL	<u><u>\$378,661.57</u></u>

		GENERAL FUND	SCHOOL SERVICE FUNDS			CAPITAL PROJECTS							Totals
			Food Service	Tech/Security	ECC	Bldg & Site	Capital Projects 2017	Capital Projects 2021	2010	2012 Refund	2017	2021	
Beginning Fund Balance:		4,403,989	526,813	284,158	289,276	1,178,169	6,284,142	7,967,931	182,703	266,837	1,111,081	-	
Revenues:													
Budgeted revenues:		33,124,726	1,604,744	550,000	754,000	-	-	-	-	-	-	-	
Actual revenues:													
	Jul.	23,799	-	-	64,041	18	221	72					88,152
	Aug.	338,825	1,842	3,046	61,224	18	186	84	62,322	56,045	230,010	99,985	853,589
	Sep.	1,054,197	5,878	43,780	81,838	71,012	99	67	188,259	169,297	694,796	302,026	2,611,250
	Oct.	3,262,374	140,064	87,803	64,397	12	77	70	323,108	290,565	1,192,478	518,368	5,879,316
	Nov.	2,558,058	12,190	57,482	66,226	11	62	66	54	48	198	86	2,694,482
	Dec.	2,556,697	361,331	874	51,352	12	60	67	380	342	1,403	610	2,973,128
	Jan.	3,032,299	169,215	31,478	387,966	12	48	59	56,509	50,817	208,553	90,658	4,027,614
	Feb.	2,730,662	223,280	123,212	62,808	43,041	39	55	33,810	30,405	124,781	54,242	3,426,335
	Mar.	3,556,829	186,690	114,887	85,922	57	313	359	13,034	11,721	48,103	20,910	4,038,825
Total Actual Revenues		19,113,740	1,100,490	462,561	925,774	114,195	1,107	899	677,475	609,240	2,500,323	1,086,885	26,592,689
Pro Rated buget Variance to date: Rev		5,729,804.29	103,068.38	(50,061.04)	(360,273.90)								
Expenses:													
Budgeted expenditures:		(33,258,315)	(1,626,896)	(442,767)	(785,536)	-	-	-	-	-	-	-	
Actual expenditures: [^]													
	Jul.	(757,247)	(13,333)	(22,180)	(36,635)	-	-	(63,927)	-	-	-	-	(893,322)
	Aug.	(725,627)	(11,214)	(116,099)	(53,761)	-	(1,343,270)	(18,000)	-	-	-	-	(2,267,972)
	Sep.	(2,332,170)	(53,498)	(54,433)	(57,369)	(59,978)	(903,835)	-					(3,461,283)
	Oct.	(3,393,573)	(243,647)	(17,611)	(112,211)	-	(973,799)	(7,840)	(168,013)	(9,138)	(1,136,500)	(88,851)	(6,151,183)
	Nov.	(2,380,400)	(159,188)	(100,338)	(65,265)	-	(452,677)	(6,497)	-	-	-	-	(3,164,365)
	Dec.	(2,496,374)	(158,225)	(40,287)	(89,434)	-	(646,310)	(924,074)	(1,000)	-	-	-	(4,355,705)
	Jan.	(2,960,270)	(76,038)	(10,903)	(72,981)	(13,730)	(9,140)	-	-	-	(500)	-	(3,143,561)
	Feb.	(2,522,861)	(130,279)	(69,506)	(81,574)	-	(957,820)	-	-	-	-	-	(3,762,040)
	Mar.	(2,562,121)	(168,093)	(6,251)	(71,579)	-	(376,153)	(500)	-	-	(500)	-	(3,185,198)
Total Actual Expenses		(20,130,643)	(1,013,516)	(437,609)	(640,810)	(73,708)	(5,663,004)	(1,020,838)	(169,013)	(9,138)	(1,137,500)	(88,851)	(30,384,629)
Pro Rated budget Variance to date: Exp		(4,813,093.07)	(206,656.09)	105,533.53	51,657.65								
Ending Balance to date:		3,387,086	613,787	309,110	574,240	1,218,656	622,244	6,947,992	691,166	866,940	2,473,904		
Projected Ending Balance:		4,270,400	504,661	391,391	257,740	1,178,169	6,284,142	7,967,931	182,703	266,837	1,111,081		
Revenues over(under) Expenses to date:												(3,791,940)	

[^]Fifth Third Bank auto deductions have been included in actual expenditure totals

March 2022 Transfers

Payment Date	Debit Account Desc	Credit Account Desc	Amount
3/3/2022	Checking - General Fnd Inv - USD	Checking - Payroll - USD ***3/4/22 Payroll & ORS Transfer	\$ 823,322.10
3/17/2022	Checking - General Fnd Inv - USD	Checking - Payroll - USD ***3/18/22 Payroll & ORS Transfer	\$ 855,591.04
3/30/2022	Checking - Trust and Agency - USD	Checking - General Account - USD ***Misc Items - Trust & Agency owes General Fund	\$ 10,957.00
3/31/2022	Checking - General Fnd Inv - USD	Checking - Payroll - USD ***4/1/22 Payroll & ORS Transfer	\$ 854,085.77
Total Transfers in March			<u><u>\$ 2,543,955.91</u></u>

March 2022 ACH's

EduStaff (contracted staff/subs)	\$	157,118.17
Credit Card	\$	107,987.24
Arbiter (official pay)	\$	6,842.00
E-Pars (employee 403b)	\$	35,492.24
Insurance (MESSA, Priority, Set Seg & HSA's)	\$	303,264.28
Total ACH's in March	<u><u>\$</u></u>	<u><u>610,703.93</u></u>

Fruitport Community Schools
Student Activity Summary Report
Month ending March 31, 2022

Student Activity Sub Totals	BEGINNING BALANCE	NET CHANGE	ENDING BALANCE
District Wide Student Activity Accounts	51,062.28	(9.14)	51,053.14
Beach Elementary Student Activity Accounts	32,426.42	(1,310.10)	31,116.32
Edgewood Elementary Student Activity Accounts	27,625.42	1,901.62	29,527.04
High School Class of Student Activity Accounts	7,554.47	-	7,554.47
High School Athletic Student Activity Accounts	76,330.81	8,670.01	85,000.82
High School Student Activity Accounts	149,100.29	11,034.74	160,135.03
Middle School Student Activity Accounts	37,380.63	4,199.26	41,579.89
Shettler Elementary Student Activity Accounts	20,544.64	1,168.36	21,713.00
Alt. High School Student Activity Accounts	600.44	-	600.44
Millionaire Party Accounts	14,469.72	11,858.52	26,328.24
Total Student Activity Fund	\$ 417,095.12	\$ 37,513.27	\$ 454,608.39

Credit Card and Utilities Detail
For the month ending March 31, 2022

	July	August	September	October	November	December	January	February	March	April	May	June	Total
Utilities:													
Consumers	\$ 999.46	\$ 1,019.37	\$ 1,012.98	\$ 1,051.86	\$ 931.48	\$ 1,625.86	\$ 651.53	\$ 1,103.66	\$ 1,215.94				\$ 9,612.14
Frontier	\$ 46.94	\$ 46.83	\$ 46.83	\$ 46.83	\$ 46.47	\$ 46.47	\$ 46.47	\$ 45.98	\$ 45.98				\$ 418.80
MISEC	\$ 26,029.81	\$ 20,219.50	\$ 17,802.29	\$ 24,662.29	\$ 21,237.41	46,333.64	\$ 20,086.33	\$ 43,415.08	\$ 51,701.02				\$ 271,487.37
Total Utilities	\$ 27,076.21	\$ 21,285.70	\$ 18,862.10	\$ 25,760.98	\$ 22,215.36	\$ 48,005.97	\$ 20,784.33	\$ 44,564.72	\$ 52,962.94	\$ -	\$ -	\$ -	\$ 281,518.31
Credit Cards:													
General Fund	\$ 41,753.46	\$118,552.16	\$129,618.75	\$113,593.62	\$ 86,138.79	\$ 55,659.81	\$ 76,512.13	\$ 79,077.95					\$ 700,906.67
Early Childhood	\$ 1,685.50	\$ 1,421.18	\$ 1,565.55	\$ 4,775.53	\$ 1,573.15	\$ 1,845.00	\$ 1,111.67	\$ 8,410.45					\$ 22,388.03
Food Service	\$ -	\$ -	\$ -	\$ -	\$ 85.05	\$ 59.93	\$ -	\$ -					\$ 144.98
Tech/Security Millage	\$ 20,152.63	\$ 1,744.82	\$ 997.31	\$ 10,008.17	\$ 2,528.12	\$ 14,529.96	\$ 875.26	\$ 4,429.66					\$ 55,265.93
Student Activities	\$ 7,160.78	\$ 17,193.28	\$ 9,152.52	\$ 15,655.49	\$ 22,955.18	\$ 17,795.58	\$ 10,797.48	\$ 16,045.68					\$ 116,755.99
Total Credit Card Charges	\$ 70,752.37	\$138,911.44	\$141,334.13	\$144,032.81	\$113,280.29	\$ 89,890.28	\$ 89,296.54	\$107,963.74	\$ -	\$ -	\$ -	\$ -	\$ 895,461.60

***Credit cards are always a month behind

Project Summary: 2017 Bond Budget Overview

All Work within all buildings

	Orig Bid	Change Orders	Total Revised Contract	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022 YTD	Total Spent	
Construction Total - HS	39,814,014.00	2,498,706.00	42,312,720.00	36,863.73	2,965,446.81	18,607,869.58	10,914,209.02	6,635,503.21	4,388,064.39	43,547,956.74	102.92%
FFE - Furniture/fixture/equip	1,299,520.00	0.00	1,299,520.00	-	1,370.85	91,217.60	532,345.40	277,291.30	231,784.91	1,134,010.06	87.26%
Alloc. Architect Fees (HS only) + AE Costs	3,113,343.00	0.00	3,113,343.00	1,017,776.57	1,355,075.18	99,774.36	82,429.26	302,749.86	33,845.48	2,891,650.71	92.88%
CM Fee (HS only)	1,386,606.00	87,456.00	1,474,062.00	-	101,224.00	655,412.00	377,251.00	231,699.00	123,855.00	1,489,441.00	101.04%
Roofs	0.00	274,532.00	274,532.00	-	-	-	-	-	223,177.30	223,177.30	81.29%
Contingency	3,661,732.00	-2,586,162.00	1,075,570.00	-	-	-	-	-	-	-	-
TOTAL HS Project	49,275,215.00	0.00	49,549,747.00	1,054,640.30	4,423,116.84	19,454,273.54	11,906,234.68	7,447,243.37	5,000,727.08	49,286,235.81	99.47%
Cost of Issuance - PFM	350,000.00	-142,209.00	207,791.00	79,757.78	128,033.77	-	-	-	-	207,791.55	100.00%
Shettler Elementary	473,840.00	-168,913.00	304,927.00	-	-	86,983.22	160,516.90	10,173.00	23,846.50	281,519.62	92.32%
Beach Elementary	320,393.00	-95,534.00	224,859.00	-	11,996.00	-	15,327.00	3,027.00	151,358.80	181,708.80	80.81%
Edgewood Elementary	228,088.00	0.00	228,088.00	-	-	53,318.13	46,784.00	-	-	100,102.13	43.89%
Middle School	640,005.00	-10,085.00	629,920.00	-	-	31,341.90	227,640.97	335,245.00	-	594,227.87	94.33%
Non HS Furniture	0.00	4,113.00	4,113.00	-	4,112.55	-	-	59,196.21	18,669.80	81,978.56	1993.16%
Transportation	270,000.00	1,458,022.00	1,728,022.00	229,330.00	202,930.00	-	331,535.00	495,825.00	468,402.00	1,728,022.00	100.00%
State Police Grant Expense	0.00	614,016.00	614,016.00	-	-	-	577,065.95	36,950.00	-	614,015.95	100.00%
Total Bond	51,557,541.00	1,659,410.00	53,491,483.00	1,363,728.08	4,770,189.16	19,625,916.79	13,265,104.50	8,387,659.58	5,663,004.18	53,075,602.29	99.22%
Estimated Interest Earned (investment)	-450,000.00	-1,421,328.00	(1,871,328.00)	(33,086.56)	(270,225.99)	(1,102,501.63)	(421,207.98)	(23,385.40)	(793.62)	(1,851,201.18)	98.92%
State Police Grant (Revenue)	0.00	-428,030.00	(428,030.00)	-	-	-	(368,923.28)	(59,107.69)	-	(428,030.97)	100.00%
VW Reimbursement	-	-	-	-	-	-	-	(103,875.00)	-	(103,875.00)	-
Total Capital Projects Fund	51,107,541.00	-189,948.00	51,192,125.00	1,330,641.52	4,499,963.17	18,523,415.16	12,474,973.24	8,201,291.49	5,662,210.56	50,692,495.14	99.02%
Overage (Surplus)	(207,459.00)		(122,875.00)								

Project Summary: 2021 Bond Budget Overview

All Work within all buildings

	Treasury App	Schematic Design	Fiscal Year 2021	Fiscal Year 2022	Total Spent	
Athletic Turf	1,548,523.00	2,351,756.00	-	14,836.75	14,836.75	0.63%
Track Replacement	314,353.00	750,000.00	-	-	-	0.00%
Middle School Natatorium to Gym	1,215,355.00	1,215,355.00	-	-	-	0.00%
Total Athletics	3,078,231.00	4,317,111.00	-	14,836.75	14,836.75	0.34%
Beach Elementary	352,556.00	352,556.00	-	-	-	0.00%
Shettler Elementary	576,532.00	576,532.00	-	-	-	0.00%
Edgewood Elementary	100,000.00	25,000.00	-	-	-	0.00%
Middle School	1,387,815.00	1,387,815.00	-	-	-	0.00%
High School	1,023,954.00	924,074.00	-	924,074.00	924,074.00	100.00%
Total Mechanical/Controls/AC	3,440,857.00	3,265,977.00	-	924,074.00	924,074.00	28.29%
Overall Contingency	790,912.00	-467,531.00	-	-	-	0.00%
Tower Pinkster Fees	0.00	465,000.00	-	37,933.62	37,933.62	8.16%
Technology	0.00	0.00	-	-	-	#DIV/0!
Non HS Furniture/Band	150,000.00	150,000.00	-	-	-	0.00%
Transportation	500,000.00	200,000.00	-	-	-	0.00%
Cost of Issuance	60,000.00	74,443.00	30,450.00	43,993.60	74,443.60	100.00%
Total Bond	8,020,000.00	8,005,000.00	30,450.00	1,020,837.97	1,051,287.97	13.13%
Estimated Interest Earned (investment)	-20,000.00	-5,000.00	(2.18)	(540.61)	(542.79)	10.86%
Total Capital Projects Fund	8,000,000.00	8,000,000.00	30,447.82	1,020,297.36	1,050,745.18	13.13%
Overage (Surplus)						

Personnel Report – April 18, 2022

It is recommended that the following candidates be offered contracts and/or salary increases pending final approval from the Board of Education:

The following staff members will Resign/Retire/Reduce Hours/Transfer:

Chase Burkart, School Psychologist

Susie Spinner, Instructional Assistant, MS

The following positions are currently posted:

Bus Driver

Instructional Assistant, ASD Classroom

Instructional Assistant, MS

Instructional Assistant, HS

School Psychologist

Science Teacher, HS

Varsity Football Assistant Coach



Clarke, Maribeth <mclarke@fruitportschools.net>

Fwd: Resignation

1 message

Venema, Jamie <jvenema@fruitportschools.net>
To: Maribeth Clarke <mclarke@fruitportschools.net>

Tue, Mar 22, 2022 at 10:52 AM

Maribeth,

Here is Chase Burkart's resignation. We will have a more formal letter later but he wanted us to be able to get the posting up.

Jamie

Jamie Venema
Special Education Supervisor
Eastern Service Unit

"Make today so AWESOME yesterday gets jealous"

----- Forwarded message -----

From: **Burkart, Chase** <cburkart@fruitportschools.net>
Date: Tue, Mar 22, 2022 at 10:29 AM
Subject: Resignation
To: Jamie Venema <jvenema@fruitportschools.net>

Hello Jamie,

I will be following up with a more formal letter of resignation; however, in order to allow the district the most amount of time to find another qualified candidate, this email will serve as my resignation at the end of the 2021-2022 school year. It has been an incredible opportunity to grow as a professional in the Fruitport Community.

--

Chase Burkart

Ed.S School Psychologist Intern | The University of Denver
Beach Elementary School | Fruitport Middle School
Contact: cburkart@fruitportschools.net
Beach: (231) 773-8996 Ext: 5125
[MAISD Parent Handbook & Procedural Safeguards](#)

Susan A. Spinner
5641 Cline road, Fruitport 49415 616-799-1244
sspinner@fruitportschools.net

March 30th, 2022

Fruitport Middle School
113 E. Pontaluna Rd
Fruitport, MI 49415

Dear Fruitport Middle School Friends:

Please accept my resignation from my position as instructional assistant at Fruitport Middle School. My last day will be April 12, 2022.

My students have given me great pleasure over the time I've been here, and the teachers, Staff and administration have been very supportive during my time with the school district.

I'm pursuing my passion and returning to the medical field. I wish you all the best. If I can be of any assistance to you during the remainder of the term, please let me know.

Sincerely yours,

Susie Spinner

Business and Finance Committee

Monday, April 11, 2022

11:30 a.m., Superintendent's Office

Meeting Minutes

Attendance: Dave Hazekamp, Elroy Buckner, Kris Cole, Jason Kennedy, Jessica Wiseman, and Mark Mesbergen

1. Updated Emergency Operations Plan and Procedures Manual
Jason discussed the updated emergency plan manual.
2. District Strategic Planning Process Recommendation
Jason discussed the recommendation to complete a new strategic plan.
3. ECC Staff Recommendation
Mark presented a recommendation outlining a two year plan for staff increases. ECC has received a federal grant and is expected to receive another grant this Spring. Therefore, the recommendation is to award a one-time stipend in May and then a \$1 per hour increase in July 2022 and July 2023. This proposal will go through the Personnel Committee.
4. Agreement for Business Services with North Muskegon
Jason and the committee discussed the partnership with North Muskegon. The contract with North Muskegon expires on June 30, 2022. A future action item will be on an upcoming committee meeting.
5. Other – Food Service RFP
Mark presented the food service management company bid sheet. MDE requires Fruitport to bid out our food service management company every five years. There were three bidders and the recommendation is to remain with Chartwells.
6. Other – Turf Field Change Order
Mark and Jason discussed the change order for the turf field. There is an electrical issue that came up when the project started. This change order will be an action item in the upcoming board meeting.

Meeting adjourned at 12:25 p.m.

Respectfully submitted by Mark Mesbergen

BOARD ACTION REQUEST FORM

Meeting Date: April 18, 2022

To: Board of Education

Attachment # XI-2

From: Mark Mesbergen

Subject to be Discussed and Policy Reference:

Food Service Management Company

Background Information:

Per MDE, every district that uses a Food Service Management Company has to go out for bid every five years. The current year was our fifth year with Chartwells. The district went through the bidding process outlined by MDE, and received three bids. The first page of the backup shows the MDE approved bid point calculator. The second page is the letter from MDE showing that they approved the bid process and the rest of the document is the proposed contract.

Financial Impact:

The next year's management and administration fees are the same as the current year. Therefore, there is no increase to the Food Service Fund.

Recommended Action:

Approve contract with Chartwells to manage the food service program for 2022/23 as presented.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin

___ Hazekamp ___ Kelly ___ Meeuwenberg

**FRUITPORT COMMUNITY SCHOOLS
Bid Point Calculator and Evaluation Criteria Matrix**

		Company Name					
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> Maximum Points 100 High Points Wins Contract </div>		Chartwells	SFE	The Nutrition Group			
Bid Calculation and Evaluation Criteria		Enter Bid Price lowest to highest					
	Enter Bid Price (per meal/meal equivalent from lowest to highest)	1.93	2.10	2.38			
	Subtract lowest bid from bid above	0.00	0.17	0.45	-1.93	-1.93	-1.93
	Divide answer from above by lowest bid	0.00	0.09	0.23	-1.00	-1.00	-1.00
	Subtract answer above from 1	1.00	0.91	0.77	2.00	2.00	2.00
51	Multiply answer above by 51 or more	51.00	46.51	39.14	102.00	102.00	102.00
Pts Below	List Non-Price Criteria and Sub-criteria Below (points will total 100 when added to Bid Price Points)	Enter Evaluation Points					
11	Management Candidate						
	Experience working in school foodservice 5 years or more (3 pts)	2.00	1.00	1.00			
	Experience staffing K-12 breakfast and lunch programs (3 pts)	1.00	1.00	1.00			
	Experience with menu development and special events (3 pts)	3.00	3.00	3.00			
	Experience conducting procurement (2 pts)	2.00	2.00	2.00			
9	FSMC Support and Back-up						
	Management support (3 pts)	3.00	3.00	3.00			
	Communication (3 pts)	3.00	3.00	3.00			
	Problem resolution (3 pts)	3.00	3.00	3.00			
6	Marketing and Merchandising Plan						
	Targeting audience (2 pts)	2.00	2.00	2.00			
	Recognition of holiday and special events (2 pts)	2.00	2.00	2.00			
	Expanding/increasing participation in breakfast and lunch (2 pts)	2.00	2.00	2.00			
4	Nutrition Education						
	Promotional materials (2 pts)	2.00	2.00	2.00			
	Samples/examples of materials used (2 pts)	1.00	2.00	2.00			
6	Employee Training and Development						
	Training program for foodservice employees (2 pts)	2.00	2.00	2.00			
	Safety and sanitation (2 pts)	2.00	2.00	2.00			
	Professional development for on-site manager (2 pts)	2.00	2.00	2.00			
13	Integrity of Projected Operating Budget/Forecast						
	Advanced payment requirement (2 pts)	2.00	2.00	2.00			
	Integrity of information (5 pts)	5.00	5.00	5.00			
	Monitoring of food cost (2 pts)	2.00	2.00	2.00			
	Monitoring of labor cost (2 pts)	2.00	2.00	2.00			
	Financial reports (2 pts)	2.00	2.00	2.00			
100	TOTAL	96.00	91.51	84.14	102.00	102.00	102.00

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 Request for Proposal (RFP)/Cost Reimbursable Food Service Management contract in the bid document/solicitation issued by **Fruitport Community Schools** on **February 28, 2022**. 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 **Fruitport Community Schools**. 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 of Public School Districts reserves the right to reject any and all bids for a sound documented reason. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. [2 CFR 200.320 (c)(2)(v)]

The FSMC acknowledges that the School Food Authority of Non-Public School Districts reserves the right to reject any and all bids 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, price, quality, and other factors considered. [2 CFR 200.320 (d)(4)]

Negligence in the preparation or presentation of, errors in, or omissions from bids shall not relieve the FSMC from fulfillment of any and all 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 **Fruitport Community Schools**, 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 Food Service Management
Company

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

Name of Company

3/14/2022

Date

Belinda Oakley, CEO, Chartwells K12

Company Representative Name (print)

3/14/2022

[1]

REQUEST FOR PROPOSAL

COST REIMBURSABLE CONTRACT

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 **Fruitport Community Schools** herein after referred to as the School Food Authority (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 **Mark Mesbergen's mmesbergen@fruitportschools.net** by **February 28, 2022**.
2. Due to social distancing, no pre-bid meeting will be held.
3. **Final questions** from bidders shall be submitted to the SFA at **mmesbergen@fruitportschools.net** by **March 11, 2022**, and will be addressed by the SFA by **March 18, 2022**.

D. BID SUBMISSION AND AWARD

1. Bids/proposals are to be submitted **electronically via email** to **mmesbergen@fruitportschools.net** by **3:00 pm** on **March 28, 2022**
2. One (1) hard copy proposal and one (1) copy on a USB flash drive shall also be sent to **Mark Mesbergen, Director of Business Services, 3255 Pontaluna Rd, Fruitport, MI 49415**. 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 **Mark Mesbergen** at **231.865.4005**.

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, **2022**, or upon written approval of the contract by the MDE, whichever occurs last, and ending June 30, **2023**, 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 **4%**, 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 full-time manager (not to be shared with another district).

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 food service employees will continue to be employed by the SFA.

SFA requests temporary/substitutes to be employed by FSMC.

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. 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 **as the parties shall agree in writing** 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, lunches, snacks, and suppers**, pursuant to the **NSLP**, and/or **SBP**, and/or **SFSP**, and/or **CACFP**, where indicated in the attached *Information Section*.
- F. The FSMC shall serve reimbursable milk pursuant to the Special Milk Program (SMP) where indicated in the attached *Information Section*.
- G. The FSMC shall promote maximum participation in the Child Nutrition Programs.
- H. 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.
- I. 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.
- J. 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 **14** 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:
For each cost submitted for payment to the SFA, the FSMC must separately identify the amount of that cost that is allowable (i.e., can be paid from the SFA's Non-profit Food Service Account) and the amount that is unallowable (i.e., cannot be paid from the SFA's Non-profit Food Service Account). [7 CFR 210.21 (f)(ii)(A)]
- 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, **2022**, or upon written acceptance of the contract by the Michigan Department of Education, whichever occurs last, and terminate on June 30, **2023**, 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. In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

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

1. Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
2. Fax: (202) 690-7442
3. Email: program.intake@usda.gov

This institution is an equal opportunity provider.

- F. 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.
- G. 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).
- H. 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).
- I. 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. 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.

**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

Belinda Oakley, CEO, Chartwells K12

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



Signature(s)

3/2/2022

Date

CLEAN AIR AND WATER CERTIFICATE

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

Fruitport Community Schools
Name of School Food Authority

Compass Group USA, Inc.,
by and through its Chartwells Division
Name of Food Service Management Company/Vendor

THE OFFEROR AGREES AS FOLLOWS:

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

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

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

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

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

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

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

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

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

 Belinda Oakley, CEO, Chartwells K12 3/2/2022
Signature of Food Service Management Company/Vendor's Title Date
Authorized Representative

3/1/2022

[29]

**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

Belinda Oakley, CEO, Chartwells K12

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


Signature(s)

3/2/2022

Date

3/1/2022

[30]

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

Fruitport Community Schools
Name of School Food Authority

Compass Group USA, Inc., by and through its Chartwells Division
Name of Food Service Management Company/Vendor

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

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



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

Belinda Oakley, CEO, Chartwells K12

Title

3/2/2022

Date

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.

Fruitport Community Schools
 Name of School Food Authority

Compass Group USA, Inc., by and through its Chartwells Division
 Name of Food Service Management Company/Vendor

A. By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other offeror or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor.
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the offeror certifies that:

1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A1 through A3 above; or
2. He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A1 through A3 above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A1 through A3 above.

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

	<u>Belinda Oakley, CEO, Chartwells K12</u>	<u>3/2/2022</u>
Signature of Food Service Management Company/Vendor's Authorized Representative	Title	Date

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.

	<u>Director of Business Services</u>	<u>2/15/22</u>
Signature of SFA's Authorized Representative	Title	Date

Addenda

The following section is our addenda between Fruitport Community Schools and Chartwells.

With the new USDA and MDE guidelines, they have specified that it is allowable for FSMC to have addenda to the proposed RFP that you provided us with at the RFP meeting.

Here is the lift from the MDE instruction section that addresses this section.

This is from the cover letter from the MDE:

This RFP/Cost Reimbursable Contract with addenda and attachments, the successful bidder's RFP proposal, along with the four (4) bidder certification sheets and the bid sheet of the successful bidder will become the final contract. The SFA is not permitted by federal regulations to sign additional contract documents for the provision of foodservice management arrangements that significantly alter the initial/original competitively procured contract without again undergoing the bidding process.

The following is from Section 16 of the instructions:

The RFP/Cost Reimbursable Contract and attachments that are part of this pre-bid packet and the RFP proposal submitted by the successful bidder will become the final contract when awarded, approved by MDE, and fully executed. Any addenda to this contract are to be developed by the SFA from the proposal submitted by the successful bidder. These addenda are to be highlighted in bold and approved by the Michigan Department of Education. The FSMC may propose, but is not allowed to unilaterally impose, contractual terms and conditions.

This addenda template was submitted to and reviewed by the MDE in March 2022. We have filled in the blanks in the RFP under terms, and we have filled in the blanks on the attached addenda so we are disclosing with our proposal the items we wish to negotiate with you so we can easily have a final document ready for you to forward to Tammy Saul for her approval before this is taken to your board of education for final approval.

RFP/Contract Addendum for Traditional and Non-Traditional

This Addendum to the RFP/Contract between Fruitport Community Schools (the “SFA” or “District”) and Compass Group USA, Inc., by and through its Chartwells Division (“FSMC” or “Chartwells”) is effective as of July 1, 2022, 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 2022-2023 school year, Chartwells shall charge the SFA a Management Fee of \$0.09 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 \$3.99 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) 4%, whichever is less.

Administrative Fee. For the 2022-2023 school year, Chartwells shall charge the SFA an Annual Administrative Fee of \$0.11 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) 4%, whichever is less.

Advance Payment. SFA shall provide to Chartwells an advance payment of \$120,000.00 (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 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”.

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.

Fruitport Community Schools

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

By: _____

By: _____

Name: _____

Name: Belinda Oakley

Title: _____

Title: CEO, Chartwells K-12

Date: _____

Date: _____

AGREEMENT PAGE – New Contract

Original Contract SY 2022-2023

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 RFP, except as permitted by applicable law.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for 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:

Fruitport Community Schools

School Food Authority

Signature of Witness for SFA

Signature of SFA Representative

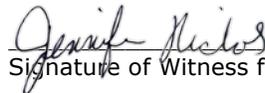
Print Name

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

Belinda Oakley

Print Name

CEO, Chartwells K12

Title

3/2/2022

Date

3/1/2022

[32]



STATE OF MICHIGAN
DEPARTMENT OF EDUCATION
LANSING

GRETCHEN WHITMER
GOVERNOR

MICHAEL F. RICE, Ph.D.
STATE SUPERINTENDENT

April 6, 2022

Mr. Jason Kennedy, Superintendent
Fruitport Community Schools
3255 Pontaluna Road
Fruitport, MI 49415-9600

Re: Agreement No. 61080

Dear Mr. Kennedy:

The Michigan Department of Education (MDE) has received and reviewed the documentation that was submitted for Fruitport Community Schools' food service management contract.

The proposal that was submitted by Chartwells contained amendments that were incorporated in the RFP Cost Reimbursable/Fixed Price Contract. MDE concurs with the school district's recommendation that this contract be awarded to Chartwells. This contract can be taken to your school board for approval. Once the board approves this contract, a signed copy must be forwarded to MDE for its files.

The contract with Chartwells is in effect beginning July 1, 2022, with up to four (4) one-year renewals. Contract renewals must be approved by MDE before being taken to the school board for approval and being signed by the school district. All contract renewals should be in place prior to July 1st to be in effect by the start of the new school year.

If MDE can be of further assistance to you or your approved food service management company, contact the Food Service Contract Unit staff at mde-fsmc-vended@michigan.gov

Sincerely,

Diane L. Golzynski, Director
Office of Health and Nutrition Services

dlg:ts:ck

cc: Mark Mesbergen

STATE BOARD OF EDUCATION

CASANDRA E. ULBRICH – PRESIDENT • PAMELA PUGH – VICE PRESIDENT
TIFFANY D. TILLEY – SECRETARY • TOM MCMILLIN – TREASURER
JUDITH PRITCHETT – NASBE DELEGATE • ELLEN COGEN LIPTON
NIKKI SNYDER • JASON STRAYHORN

BOARD ACTION REQUEST FORM

Meeting Date: April 18, 2022

To: Board of Education

Attachment # XI-3

From: Mark Mesbergen

Subject to be Discussed and Policy Reference:

Turf Field Change Order - Electrical

Background Information:

Old electrical lines that are running under the football field are too shallow and are not protected from the elements. Therefore, Operations Director, John Winkas contacted a couple of electrical companies to see if a company can run two lines under the football field being protected by conduit. Normally with this job, we would need to bid this project out but as you can see by the email from OAK, this would delay our date for turnover, therefore it would be deemed as an emergency.

Financial Impact:

\$44,750 coming from the 2021 Capital Projects Fund

Recommended Action:

To approve the change order as presented.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin
 ___ Hazekamp ___ Kelly ___ Meeuwenberg



Mesbergen, Mark <mmesbergen@fruitportschools.net>

Electrical in Turf Field Urgent

1 message

Lisman, AJ <ajl@oakmi.com>

Tue, Mar 29, 2022 at 2:00 PM

To: "Hulswit, Matt" <matth@oakmi.com>, "Mesbergen, Mark" <Mmesbergen@fruitportschools.net>, "Winkas, John" <jwinkas@fruitportschools.net>

Good Afternoon All,

Some issues have consequently been brought forth while removing top soil from the infield. The existing powerlines/utilities throughout the infield will interfere with our new finish grade. The electrical lines are too shallow in the ground and are exposed with no conduit. As our schedule stands, we are to be completed by mid August, this interference will affect our turnover date to be pushed back. John, attached is an outline where powerlines will cause an issue. I suggest getting an electrical contractor out here ASAP to assess the situation.

Thanks,

Sent from [Mail](#) for Windows

 **L1.05 Existing Electrical (1).pdf**
411K



Servicing Industrial and Commercial businesses since 1983

DATE: 3/29/2022

Inquiry #: 1954

Fruitport Community Schools
3255 E. Pontaluna Rd
Fruitport, MI 49415

Re: Emergency Repair of Stadium
lighting

Attn: John Winkas

SCOPE OF WORK:

We are pleased to present the following proposal as previously discussed, to provide emergency labor and materials to repair the Football stadium lighting at your facility.

Scope of Work:

1. Repair lighting circuits and conduit for stadium lights at your football field
2. Insure proper operation, upon completion

FOR THE SUM OF..... \$44,750.00

This cost is based on straight time labor, and trenching / excavating being performed by other School provided contractor.

TERMS: DUE UPON RECEIPT

Contact person: Chris Gilbert

ACCEPTED BY: _____

Signature: *Chris Gilbert* _____



Personnel Committee
Monday, April 11, 2022
4:30 p.m.

MEETING MINUTES

Meeting Location:

Fruitport Community Schools Central Office
3255 E. Pontaluna Rd.
Fruitport, MI 49415

Attendance:

Dave Hazekamp, Steve Kelly, JB Meeuwenberg, Jason Kennedy, and Jonny Morehouse (5:10 p.m.)

1. Elementary Personnel Issue
An update was provided to the Committee pertaining to a personnel issue involving an elementary noon aide.
2. Emergency Operations Plan and Procedures
An update was provided on the updated Emergency Operations Plan and Procedures Manual. This will be placed on the Board agenda as an action item under the Student Affairs Committee recommendations for approval on Monday, April 18, 2022.
3. District Strategic Planning Process
An update was provided to the Committee pertaining to the District Strategic Planning Process. Meetings with stakeholders will begin during the month of May 2022.
4. ECC Staff Recommendation
Mark presented a recommendation outlining a two year plan for staff increases. ECC has received a federal grant and is expected to receive another grant this Spring. Therefore, the recommendation is to award a one-time stipend in May and then a \$1.00 per hour increase in July 2022 and July 2023. This proposal will be placed on the Board agenda as an action item under the Personnel Committee recommendations for approval on Monday, April 18, 2022.

5. Other: The Committee reviewed items from each of the other Board Committee meetings to provide a general overview of the topics to be discussed at the Regular Board Meeting on Monday, April 18, 2022.

Note: Jonny Morehouse, Athletic Director, attended the meeting at 5:10 p.m. to discuss the Varsity Hockey Cooperative Agreement with the Committee under the “Other” section of the agenda.

6. Public Comment: None

7. Adjournment: The meeting was adjourned at 5:20 p.m.

Respectfully submitted by Jason Kennedy, Superintendent

BOARD ACTION REQUEST FORM

Meeting Date: April 18, 2022

To: Board of Education

Attachment # XII-2

From: Mark Mesbergen

Subject to be Discussed and Policy Reference:
Fruitport ECC Recommendation

Background Information:

Fruitport ECC received a \$311,355 federal grant this fall and is expected to receive another federal grant this upcoming spring. A portion of the federal grant is already allocated to upgrade doors, playground and other needs. In September, the board approved a tuition increase but since the Fruitport ECC received this grant, the district did not increase the tuition. The recommendation is to give a one-time longevity bonus for 2022; \$1 per hour increase in July 2022 (fiscal year 2023) and \$1 per hour increase in July 2023 (fiscal year 2024).

Financial Impact:

\$26,500 for fiscal year 2022
\$43,800 for fiscal year 2023
\$43,800 for fiscal year 2024

Recommended Action:

To approve the recommendation for raises for the Fruitport ECC staff.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin
 ___ Hazekamp ___ Kelly ___ Meeuwenberg

To: Business and Finance Committee
From: Pam Bergey and Mark Mesbergen
RE: ECC Recommendation

Fruitport ECC received a \$311,355 federal grant this fall and is expected to receive another federal grant this upcoming spring. Part of these grants are one-time stipends that are paid out to the staff and the rest of these funds are unrestricted funds to be used. A portion of the federal grant is already allocated to upgrade doors, playground and other needs. In September, the district approved a tuition increase but since the Fruitport ECC received this grant, the district did not increase the tuition so part of the grant is used to pay for the increase that was also approved in September.

The other huge need is to attract and retain quality staff for the program. Based on that need, Pam and I came up with a plan to ensure that we using our one-time funds wisely, without creating a financial problem down the road.

May 1, 2022 – Pay a longevity bonus based on a tiered system that ranges from a \$500 to \$2,500 payment. The cost is roughly \$26,500 and is a one-time expense.

July 1, 2022 (fiscal year 2023) – Staff receive a \$1 per hour increase. Annual cost moving forward.

July 1, 2023 (fiscal year 2024) – Staff receive a \$1 per hour increase. Annual cost moving forward.

Since we are using one-time revenues to fund annual cost moving forward, the district would plan on increasing the tuition rates in January 2023 and January 2024. These increases would be used to offset the salary increases from the past three years. This is more of a step-up approach in increasing the fees instead of increasing the fees by one large amount. The team will ensure that Fruitport ECC is still in the middle of the tuition rates before the official recommendation is made.



Student Affairs Committee
Monday, April 11, 2022
5:30 p.m.

MEETING MINUTES

Meeting Location:

Fruitport Community Schools Central Office
3255 E. Pontaluna Rd.
Fruitport, MI 49415

Attendance:

Tim Burgess, Susan Franklin, Dave Hazekamp, Jason Kennedy, and Jonny Morehouse

1. Varsity Hockey Cooperative Program

Jonny Morehouse was present to discuss with the Committee the need to consider a new varsity hockey cooperative program. Two options were discussed with the Committee. These options included joining a cooperative with Grand Haven High School (includes Spring Lake High School), as well as a cooperative with Reeths-Puffer High School (includes Muskegon Catholic Central, Montague, Whitehall, and North Muskegon). The Committee discussed the importance of selecting a program that would allow for the greatest opportunity for Fruitport student athletes to participate in the program. A recommendation to join the Reeths-Puffer hockey cooperative will be provided to the Board. This will be placed on the Board agenda as an action item under the Student Affairs Committee recommendations for approval on Monday, April 18, 2022.

2. Adult Education Handbook

The Committee discussed the Adult Education Handbook that was provided to them at the March 2022 meeting. A number of edits were discussed by the Committee. Jason will review these edits with Brenda Baker and the Adult Education Staff, and will have a copy of the handbook with the edits available for the Committee at the May Committee meeting so that the handbook can be approved following the review of the Committee in May 2022.

3. Board Policy 5407: Instructional Program and Curriculum Development

The Committee continued to discuss the Board's current policy 5407, Instructional Program and Curriculum Development, as well as the optional policy updates for policy

5407 from Thrun Law Firm. The Committee discussed the optional policy updates and will revisit these updates at the May Committee meeting.

4. Emergency Operations Plan and Procedures

An update was provided on the updated Emergency Operations Plan and Procedures Manual. This will be placed on the Board agenda as an action item under the Student Affairs Committee recommendations for approval on Monday, April 18, 2022.

5. Drumline Lodging Assistance Request: University of Dayton

An update was provided to the Committee pertaining to a lodging assistance request from the Drumline team for their finals competition performance that will take place out of state in April. The Committee discussed the importance of developing a policy for how the District will handle these requests from organizations in the future.

6. District Strategic Planning Process

An update was provided to the Committee pertaining to the District Strategic Planning Process. Meetings with stakeholders will begin during the month of May 2022.

7. Other: The Committee reviewed items from each of the other Board Committee meetings to provide a general overview of the topics to be discussed at the Regular Board Meeting on Monday, April 18, 2022.

8. Public Comment: None

9. Adjournment: The meeting was adjourned at 6:33 p.m.

Respectfully submitted by Jason Kennedy, Superintendent

BOARD ACTION REQUEST FORM

Meeting Date: April 18, 2022

To: Board of Education

Attachment #XIII-2

From: Jason J. Kennedy

Subject to be Discussed and Policy Reference:

Varsity Hockey Cooperative Program

Background Information: Fruitport High School currently participates in a MHSAA Varsity Hockey Cooperative Program with Kenowa Hills High School. Concern with travel to Walker (Grand Rapids) for practice and games has been a concern for the program. Returning the varsity hockey cooperative program to Muskegon is of interest to parents, players, and the District. Two options were discussed with the Student Affairs Committee. These options included joining a cooperative with Grand Haven High School (includes Spring Lake High School), as well as a cooperative with Reeths-Puffer High School (includes Muskegon Catholic Central, Montague, Whitehall, and North Muskegon). The Committee discussed the importance of selecting a program that would allow for the greatest opportunity for Fruitport student athletes to participate in the program. It is recommended that Fruitport High School join the Reeths-Puffer Varsity Hockey Cooperative Program, starting with the 2022-2023 school year. It is believed that this cooperative will provide the greatest opportunity for the most number of Fruitport student athletes to compete in varsity hockey.

Financial Impact:

None

Recommended Action:

To approve the Varsity Hockey Cooperative Program with Reeths-Puffer High School, as discussed.

Action Taken:

Vote: ___ Buckner ___ Cole ___ Franklin ___ Hazekamp
 ___ Burgess ___ Kelly ___ Meeuwenberg

BOARD ACTION REQUEST FORM

Meeting Date: April 18, 2022

To: Board of Education

Attachment # XIII-3

From: Jason J. Kennedy

Subject to be Discussed and Policy Reference:
Emergency Operations Plan and Procedures Manual

Background Information:
Updates to the District’s Emergency Operations Plan and Procedures Manual (EOP) were discussed with all committees of the Board, and a copy of the District’s EOP, along with a list of changes to the EOP were provided to the Board. The District’s EOP has been approved by Sheriff Michael Poulin and the Muskegon County Emergency Management Director, Richard Warner. A copy of the signature page indicating such has been provided to the Board. The District recommends that the Board of Education update its plan with each of the modifications to the plan, as discussed.

Financial Impact:
None

Recommended Action:
To approve the District’s updated Emergency Operations Plan and Procedures Manual (EOP), as discussed.

Action Taken:

Vote: ___ Buckner ___ Cole ___ Franklin ___ Hazekamp
 ___ Burgess ___ Kelly ___ Meeuwenberg

COMPETITIVE SCHOOL SAFETY GRANT PROGRAM FISCAL YEAR 2022 GRANT APPLICATION CERTIFICATION

The Competitive School Safety Grant Program (CSSGP) is administered by the Michigan State Police (MSP), Grants and Community Services Division (GCSD).

Authority: 2021 Public Act 48

Please read the entire Grant Application Guide provided, for complete instructions.

The certification pages can be completed in Adobe Acrobat, or hand-signed and scanned copies can be emailed to MSP-SchoolSafety@michigan.gov. For help with Adobe forms and signatures, visit <https://helpx.adobe.com/acrobat/using/filling-pdf-forms.html#fill> in interactive forms.

Save this PDF file to your computer before entering information. Open the PDF using Adobe Acrobat to complete the form.

Non-Supplanting

Refer to the Non-Supplanting section of the Grant Application Guide for complete details.

Supplanting explanation: A grantee reduces existing state or local funds for a project specifically because CSSGP funds are available (or expected to be available) to fund that same project. CSSGP funds must be used to supplement existing state or local funds for project expenses and may not replace existing state or local funds that have been appropriated or allocated for the same purpose. Additionally, CSSGP funding may not replace state or local funding that is required by law. If a question of supplanting arises, the grantee will be required to substantiate that the reduction in existing state or local resources occurred for reasons other than the receipt or expected receipt of the CSSGP award.

I have read and understand the terms and conditions of the Non-Supplanting section of the Grant Application Guide. I understand that funds accepted through the CSSGP are to supplement existing funds, including projects previously identified for funding as part of a school bond, and not supplant local funds with CSSGP funds.



Authorized Official
Initials

Disposition of Applications

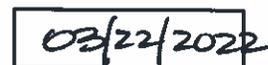
This is a competitive grant program, and while applications will be judged on their own merit, they will also be compared to other applications during the selection process in order to meet the funding cap. All incomplete, late, and/or otherwise non-compliant applications will not be reviewed. Completed applications will be reviewed by a committee of unbiased reviewers with expertise in school safety. This review process ensures selection of applicants that best meet the criteria and appropriation requirements listed in the Grant Application Guide. The committee makes final award decisions. The decision not to award a grant, or to award a grant at a particular funding level not subject to appeal to any GCSD, MSP, or state of Michigan official.

Application Review and Certification

I certify that all statements in this application, including all requested supplemental information, are true, complete, and accurate to the best of my knowledge. If awarded, I agree to allow the MSP (and/or any of their duly authorized representatives) access, for the purposes of inspection, audit, and examination; to any books, documents, papers, and records, in any format (e.g., digital, electronic, cloud, paper, etc.), of the grantee which are related to this project. I agree to allow the MSP to conduct periodic program reviews of the project. The purpose of these reviews will be to assess the status of project goals and objectives, verify compliance with conditions and provisions of the grant, and evaluate overall progress and performance of the project. I agree to submit all required status reports to the MSP. I understand that failure to submit any required reports may result in the termination of the grant. I understand that this grant may be terminated if the MSP concludes the applicant is not in compliance with the conditions and provisions of this grant; or that information in the application and/or reports is determined to be falsified, omitted, altered, or otherwise inaccurate. By way of signature, I agree with all the conditions of this grant program.



Signature of Authorized Official



Date

A completed and signed application (including any attachments) must be received by the MSP GCSD, via email to MSP-SchoolSafety@michigan.gov no later than 12 p.m. (noon) EDT on March 24, 2022. The time of receipt by the MSP GCSD is determined by the time stamp provided by the state of Michigan email system. Applicants are strongly encouraged to submit their application in advance of the due date to avoid any delays in electronic mail delivery. There will be no extensions of this deadline. Applications received by the MSP GCSD beginning at 12:01 p.m. EDT on March 24, 2022, and thereafter, will not be considered for funding.

Emergency Operations Plan Certification

Applicants must have an EOP, updated since the completion of the 2020-2021 school year, that includes the following information:

- Initial response
 - Notification procedures
 - Emergencies occurring during summer or other school breaks
- Assignment of responsibilities
 - District administrators
 - Crisis response team
 - Building administrators
 - School staff
 - Students
 - Parents/guardians
- Direction and control
 - Emergency facilities/crisis response team post
 - Continuity of school administration/operations[‡]
 - School incident command system
- Coordination
 - Policy/coordination group
 - First responders
 - Parent and student reunification
- Communications
 - Internal
 - External
 - Post incident
- Administration, finance, and logistics
 - Agreements and contracts
 - Record keeping
 - Finance
- Plan development, maintenance & distribution
- Training and exercising the plan
- Emergency contact rosters
- Class rosters and schedules
- School maps and floor plans
- Specific response actions
 - Active violence protocol[‡]
- Hazard-specific emergency procedures
 - School violence and attacks[‡]
 - Threats of school violence and attacks[‡]
 - Bomb threats[‡]
 - Fire[‡]
 - Weather-related emergencies[‡]
 - Threats to a school-sponsored activity or event (held on or off school premises)[‡]
 - Intruders[‡]
- Incident command job action sheets
- Resource inventory
- Go-kit and emergency supplies checklist
- Memorandums of agreement/understanding
- Law enforcement command posts
- Emergency utility shut-off procedures
- Cardiac emergency response plan
- A plan to train teachers on mental health and pupil and teacher safety[‡]
- A plan to improve building security[‡]
- A vulnerability assessment[‡]

[‡] Requirement of MCL 380.1308b (2018 PA 436)

I have reviewed the building-specific EOP for each school building included in this grant application and confirm that each EOP:
 1. Addresses, at a minimum, each item listed above; and
 2. Has been reviewed, and was updated as necessary, since the completion of the 2020-21 school year.


 Signature of Applicant's Authorized Official

Jason J. Kennedy
 Applicant's Authorized Official

03/22/2022
 Date


 Signature of Law Enforcement Official

Michael J Paulin
 Law Enforcement Official Name

22/96 **Sheriff**
 MCOLES # Rank

Mustegon Co Sheriff
 Agency

3-22-22
 Date


 Signature of Emergency Management Official

RICH WARNER
 Emergency Management Official Name

DIRECTOR OF EM
 Title

Muskegon P.O. EM
 Agency

3/22/22
 Date

*See Grant Application Guide for requirements regarding law enforcement and emergency management officials.

A completed and signed application (including any attachments) must be received by the MSP GCSD, via email to MSP.SchoolSafety@michigan.gov no later than 12 p.m. (noon) EDT on March 24, 2022. The time of receipt by the MSP GCSD is determined by the time stamp provided by the state of Michigan email system. Applicants are strongly encouraged to submit their application in advance of the due date to avoid any delays in electronic mail delivery. There will be no extensions of this deadline. Applications received by the MSP GCSD beginning at 12:01 p.m. EDT on March 24, 2022, and thereafter, will not be considered for funding.

BOARD ACTION REQUEST FORM

Meeting Date: April 18, 2022

To: Board of Education

Attachment # XIII-4

From: Jason Kennedy

Subject to be Discussed and Policy Reference:

Approval of overnight trip requests as follows:

- Robotics *FIRST* Championships, April 19-25, 2022, Houston, TX
- Winter Drumline and Guard World Championships, April 20-24, 2022, Dayton, OH
- Varsity Baseball Tournament, May 27-28, 2022, Trenton, MI
- Boys Basketball Tournament, June 17-18, 2022, Big Rapids, MI
- Boys Basketball Tournament, June 22-23, 2022, Petosky, MI

Background Information:

See attached

Financial Impact:

None to the district. All expenses will be paid through various fundraisers, grant monies or by individual participants.

Recommended Action:

Approve the overnight trip requests at no cost to the district as presented above.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin ___ Hazekamp
 ___ Kelly ___ Meeuwenberg



**Fruitport Community Schools
Overnight Field Trip Request**

The details for this overnight trip are as follows:

Background Information

Group Requesting Permission: HS Robotics

Staff Person(s) in Charge: Coach Joe Hebert

Funding Sources: Internal robotics account

Are all students Participating? Yes

Chaperone/Student Ratio: 1:2

Destination Information

Destination: Robotics World Championships

Destination Information: George R. Brown Convention Center, 1001 Avenida De Las Americas, Houston, TX 77010

Purpose of Trip: If successfully promoted through the state championships, the team will be selected to compete at the world championships.

Lodging Information

Lodging Accommodations: TBA

Lodging information:

TBA

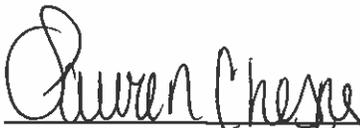
Transportation Arrangements: see attachment

Emergency Information

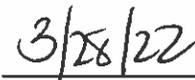
Emergency Contact: Joe Hebert, 616-638-0382

Emergency Forms Complete? Yes

Parent Notification is Complete and Attached to this Form? Yes



Principal/Supervisor Signature



Date



2020 World Championships

George R. Brown Convention Center
1001 Avenida De Las Americas
Houston, TX 77010

Hotel: TBA

April 19, 2022, TUESDAY

Leave from Fruitport High School at 8:00 am
Lunch in route (bring money for fast food)
Check in to hotel (11 hrs to Arkansas)

April 20, 2022, WEDNESDAY

Depart hotel @7:00am
Lunch in route (bring money for fast food)
Check in to hotel in Houston (8 hrs to Houston)
Pits open/Load in @ 2:00-7:30pm
Dinner (Provided by team)
Return to hotel @ 9:00pm

April 30, 2020, THURSDAY

Continental breakfast at hotel @ 6:00 AM
Leave hotel at 6:30 AM, Pits open 7:00 AM
Qualification matches 8:30 AM – 6:00pm
Lunch begins 11:00 AM (provided by team)
Dinner out @ 7:30 PM (Provided by team)
Return to hotel @ 9:00pm

May 1, 2020, FRIDAY

Continental breakfast at Hotel at 6:00 AM
Leave hotel at 6:30 AM, Pits open 7:00 AM
Qualification matches 8:30 AM – 5:00pm
Lunch begins 11:00 AM (provided by team)
Dinner out @ 7:00pm (provided by team)
Return to hotel @ 10:00pm

May 2, 2020, Saturday

Continental breakfast at hotel at 6:00 AM
Leave hotel @ 6:30 AM
Alliance selections @ 7:00 AM
Divisional Playoffs 8:30-11:30am
Lunch @ 12:00pm (provided by team)
Championship matches and awards @ 2:15-5:30 PM (Minute Maid Field)
Closing ceremonies @ 6:30-10:00pm
Return to hotel @ 10:00pm

May 3, 2022, Sunday

Depart hotel @7:00am
Lunch in route
Check-in hotel enroute. (11 hrs)

May 4, 2022, Monday

Depart hotel @8:00am
Lunch in route
Arrive at FHS around 4:00pm. (~8 hrs)



**Fruitport Community Schools
Overnight Field Trip Request**

The details for this overnight trip are as follows:

Background Information

Group Requesting Permission: Fruitport Winter Drumline and Guard

Staff Person(s) in Charge: Tim Priest

Funding Sources: Dues paid by the members, many fundraisers within the organization

Are all students Participating? Yes

Chaperone/Student Ratio: 8:5

Destination Information

Destination: Dayton Ohio

Destination Information: Being worked out at the moment. Jason Kennedy offered to assist.

Purpose of Trip: To compete in WGI Finals for Winterguard and Winter Drumline

Lodging Information

Lodging Accommodations: Being worked out at the moment

Lodging information: Being worked out at the moment

Transportation Arrangements: Being worked out at the moment

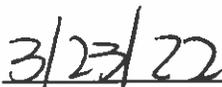
Emergency Information

Emergency Contact: Nick Lootens, 785-218-3041

Emergency Forms Complete? Yes, No

Parent Notification is Complete and Attached to this Form? No


Principal/Supervisor Signature


Date



Overnight Field Trip Request

Print Form

To the Board of Education

1. Group Requesting Permission: Fruitport Varsity Baseball

2. Staff Person(s) in Charge: Nick Reed, Jamey Newsted, Justin Wierengo

3. Destination: Trenton, Michigan
(Address & Phone Contact for Destination)

4. Dates: May 27-28

5. Purpose of trip:

Please **ATTACH** the rationale that indicated how this activity will promote learning for students. Please include how the success of the trip will be evaluated and reported and what follow-up activities are planned. This should have your Administrator's approval signature.

6. Lodging Accommodations: Holiday Inn Express 21500 west Rd woodhaven MI 833-642-2229
(Address & Phone Contact for Lodging)

7. Transportation Arrangements: **ATTACH** a travel itinerary and a schedule of activities for the field trip.

8. Chaperone/Student ratio: 2 kids to 1 adult

9. Funding Sources: Fundraiser ^{from} ~~or~~ baseball

10. What is the total cost per student? less than \$50 depending on food

11. Are all students in the group/class participating? Yes

12. What behavioral expectations (Rules) will be shared with students and chaperones?
ATTACH a written copy of those expectations.

13. Who will be the emergency contact on the trip and what is the contact number? Have student and chaperone emergency and medical forms been completed and filed before the trip? Nick Reed 6164052875

14. **ATTACH** a copy of the parent notification letter.

TROJAN **BASEBALL**

Players and Coaches will adhere to the Athletic code of conduct and Student Handbook along with the Baseball Teams Standards.

Trenton Tournament Weekend Itinerary:

Friday May 27th:

12 pm- Depart Fruitport (sack lunch)

1:30 pm- Stop to stretch and snacks (possible MSU baseball facility tour)

2pm or 230 depending on tour depart E Lansing for Trenton Hotel

4 pm Check in and unload Bags

5 pm Team Meeting and Dinner

7 pm Team Bonding (skit game)

10 pm In rooms for the night

Saturday May 28th:

8 am Breakfast Team

9 am Depart for 10 am game against Trenton.

Game Schedule

10 am @ Trenton

1230 pm @ Woodhaven Lunch will be arranged with parents

3 Pm @ Riverview

6 pm Load up and Depart for Home:

Trenton Info

6 inning games, 4-3 count; 1 EXTRA INNING is allowed.

If game is tied after 6, last out will go to 2nd to start the 7th (INTERNATIONAL TIE-BREAK RULE)

- Each team will ONLY take infield prior to the 1st game of the day.
- Site host is HOME team, unless they decline.
- Site host will provide water, game balls, and 2 umpires/game.
- In order to stay on schedule, food arrangements should be made that will not interfere or delay the start of the next game.
- There will be NO gate fees, but fans are encouraged to donate towards the cause.



TROJAN BASEBALL

To whom it may concern:

The rationale behind our trip to Trenton is to build team unity and one last weekend to get ready for a tournament run. With the rigors of a long grueling season it will help make memories and bonds that will last a lifetime. I believe a weekend like this will really help gel us together at the right time. With 3 games in 1 day it will also provide plenty of opportunities for all players to see the field. Having restrictions for the last few years has really put a damper on athletics and the experiences they would have gained and this trip will provide one last opportunity to make lasting memories.

Thank You
Nick Reed
Fruitport Community Schools
Head Varsity Baseball Coach



FIGHT ON



**Fruitport Community Schools
Overnight Field Trip Request**

The details for this overnight trip are as follows:

Background Information

Group Requesting Permission: Fruitport Boys Basketball

Staff Person(s) in Charge: Steve Erny

Funding Sources: Boys Basketball Internal

Are all students Participating? Yes

Chaperone/Student Ratio: est 1/5 Ratio

Destination Information

Destination: Ferris State University

Destination Information: 1201 S State St, Big Rapids, MI 49307, (231) 591-2000, Raymoan McAfee

Purpose of Trip: Boys Varsity basketball team camp to compete and bond as a team in the summer.

Lodging Information

Lodging Accommodations: Ferris State Campus, 1201 S State St, Big Rapids, MI 49307, (231) 591-2000

Lodging information: 1201 S State St, Big Rapids, MI 49307, (231) 591-2000

Transportation Arrangements: School Vans or Coach Vehicles

Emergency Information

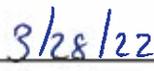
Emergency Contact: Steve Erny, 231-736-8012

Emergency Forms Complete? No

Parent Notification is Complete and Attached to this Form? No



Principal/Supervisor Signature



Date



Fruitport Community Schools Overnight Field Trip Request

The details for this overnight trip are as follows:

Background Information

Group Requesting Permission: Fruitport Boys Varsity Basketball

Staff Person(s) in Charge: Steve Erny

Funding Sources: Boys Basketball Internal Acct.

Are all students Participating? No

Chaperone/Student Ratio: Est 1/5 chaperone/student ratio

Destination Information

Destination: Petoskey/Charlevoix High Schools

Destination Information: Petoskey High School, 1500 Hill St, Petoskey, MI 49770, Ray Kimball,
517-285-3036

Purpose of Trip: This is a basketball team trip where we will go compete against other schools and spend time as a team "up north".

Lodging Information

Lodging Accommodations: TBD. Likely KOA Campgrounds near Petoskey

Lodging information: TBD

Transportation Arrangements: School Vans will be requested, OR we will have our coaches carpool.

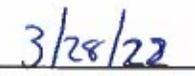
Emergency Information

Emergency Contact: Steve Erny, 231-736-8012

Emergency Forms Complete? No

Parent Notification is Complete and Attached to this Form? No


Principal/Supervisor Signature


Date