



RICHMOND HEIGHTS LOCAL BOARD OF EDUCATION
REGULAR WORK MEETING MINUTES
JUNE 13, 2022
7:00 P.M.

We invite public participation at all of our meetings. Please complete the participation form upon arrival so you can be acknowledged at the appropriate time.

Mission: To prepare individual learners to navigate an evolving global community using 21st century competencies.

The Regular Meeting of the Richmond Heights Board of Education was called to order at 7:02 p.m. on Monday, June 13, 2022, by President, Nneka Slade Jackson.

The following members answered the roll: Nneka Slade Jackson, Frank Barber, Jacky C. Brown, Sr., Linda Pliodzinskas, and Dr. Hugh Turner.

RESOLUTION NO 06-126-2022

Moved by Dr. Turner, seconded by Mrs. Pliodzinskas, to adopt the agenda including the **CONSENT AGENDA** as amended. Added Certified II, Item #1 after New Business. (Consent agenda items are highlighted in gray).

Roll Call: Ayes – Dr. Turner, Mrs. Pliodzinskas, Mr. Barber, Mr. Brown, and Ms. Slade Jackson.
Nays – None.
Motion Carried 5-0.

RESOLUTION NO 06-127-2022

Moved by Mr. Barber, seconded by Mr. Brown, to approve the minutes of the Regular Session Meeting May 9, 2022; and the Regular Work Session Meeting May 23, 2022; pursuant to Board policy 0169.

Roll Call: Ayes – Mr. Barber, Mr. Brown, Mrs. Pliodzinskas, Ms. Slade Jackson, and Dr. Turner.
Nays – None.
Motion Carried 5-0.

SUPERINTENDENT'S REPORT

- **School Safety** – Timothy King, Director of Operations and Tom Wetzel, Chief of Police Richmond Hts
- **Summer School Update**
- **General Update**

TREASURER'S REPORT

- **General Update**

BOARD'S REPORT

- **Tax Policy Update**
- **Fair School Funding Summit**
- **VHO Lawsuit Update**
- **Legislative Update** – Linda Pliodzinskas

RECOMMENDATIONS OF THE TREASURER

RESOLUTION NO 06-128-2022

Moved by Mr. Brown, seconded by Dr. Turner, to approve the **Financial Reports** for the month ending May 31, 2022, and further approve the check register for May 2022.

Roll Call: Ayes – Mr. Brown, Dr. Turner, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-129-2022

Moved by Mrs. Pliodzinskas, seconded by Mr. Barber, to renew the **2022 SORSA Proposal** for property insurance in the amount of \$71,092.00, for the period of July 1, 2022 through July 1, 2023. Coverages remain the same with a 1.64% increase in premium. **(ATTACHMENT #1)**

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Barber, Mr. Brown, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-130-2022

Moved by Mrs. Pliodzinskas, seconded by Mr. Brown, to approve depositing \$4,913.60 in the **Permanent Improvement Fund 003** earmarked for future bus purchases. This amount is the net proceeds from FastTrack Auction sale of Bus 22 and Bus 25 in May.

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Brown, Mr. Barber, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-131-2022

Moved by Mrs. Pliodzinskas, seconded by Mr. Brown, to renew the **Payroll Service** agreement with the **Mentor Public Schools** for a two year period beginning July 1, 2022, and ending June 30, 2024, in the amount of \$1,608.00 per pay for FY 2022-2023 and \$1,688.00 per pay for FY 2023-2024.

(ATTACHMENT #2)

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Brown, Mr. Barber, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-132-2022

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to renew the **Fiscal Grants Management** agreement with the **Mentor Public Schools** for a two year period beginning July 1, 2022, and ending June 30, 2024, in the amount of \$8,190.00 for FY 2022-2023 and \$8,600.00 for FY 2023-2024. (ATTACHMENT #3)

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Brown, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-133-2022

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to renew the agreement with **Frontline (formerly Forecast5)** to assist the treasurer with services, support, and software pertaining to the district's preparation of its five-year financial forecast, budgeting, monthly cash flow tracking, seminars, and more, at an annual rate of \$17,122.66.

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Brown, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-134-2022

Moved by Mrs. Pliodzinskas, seconded by Mr. Barber, to approve a \$100 donation from Eva (nee Fanslaw '71) and Michael Schindhelm for the purpose of adding to the **academic scholarship Fund 007**.

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Barber, Mr. Brown, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-135-2022

Moved by Mr. Brown, seconded by Dr. Turner, to accept the following **donations** for the Student Extra Curricular Support Fund as gifts.

- **Blue Technologies - \$500.00**

Roll Call: Ayes – Mr. Brown, Dr. Turner, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-136-2022

Moved by Dr. Turner, seconded by Mr. Brown, to approve the consent agenda.

- Certified #1 (Accept limited contracts salary amounts/steps)**
- Certified #2 (Accept limited contracts salary amounts/steps)**
- Certified #3 (Employ substitute ESY aide)**
- New Business #1 (Approve special education ESY and transportation)**
- New Business #2 (Employ student workers for summer 2022)**
- New Business #3 (Approve outside organization for summer camp)**

Roll Call: Ayes – Dr. Turner, Mr. Brown, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0

RECOMMENDATIONS OF THE SUPERINTENDENT

CERTIFIED I:

Item #1

To accept the following One Year Limited Teaching Contracts steps, degree, and salary amounts 2022/2023 school year.

- Janitta Boyd, Step 7, MA, \$65,150
- Marady Chhay, Step 10, MA, \$74,173
- Noah Delgado, Step 12, BA+24, \$74,608
- Ronica Dillions, Step 7, BA+12, \$59,997
- Tamika Ellis, Step 10, MA+12, \$75,105
- Nicholas Grande, Step 8, MA, \$67,409
- Brenda Graves, Step 8, MA, \$67, 409
- Jodi Hanford, Step 10, MA, \$74,173
- Tiffany Kilbane, Step 8, BA, \$59,644
- Jasmine King, Step 10, MA+60, \$78,835
- Kenneth Lane, Step 7, BA+12, \$59,997
- Katherine Lee, Step 8, BA+24, \$64,293
- LeShonda Marshall, Step 8, MA, \$67,409
- Nichole McWilliams, Step 6, MA+12, \$63,784
- Candice Meintel, Step 8, MA+12, \$68,315
- Christina Ohmer, Step 7, MA, \$65,150
- Delbert Patterson, Step 13, BA+24, \$76,672
- John Quartieri, Step 13, MA, \$80,941
- Katherine Rubenstein, Step 14, BA+24, \$80,524
- Cindy Schade, Step 10, MA+12, \$75,105
- Marnie Sulzer, Step 8, MA, \$67,409
- Alyssa Thorpe, Step 7, MA, \$65,150

- Nathan-Paul Davis (Long Term Sub), Step 4, BA, \$50,691

Item #2

To approve the following tenure/continuing contracts steps, degrees, and salary amounts.

- Linda Ashford, Step 12, MA, \$78,687
- Heidi Bistak, Step 12, MA+24, \$80,598
- Gabrielle Kisner, Step 7, MA, \$65,150
- Cathee Mulcahy, Step 11, MA+36, \$79,200

Item #3

To employ the following personnel for instructional summer programming for 2022 pending enrollment needs.

Substitute ESY Aides: \$20.00/hr (Paid from IDEA)

- Cindy Schade

NEW BUSINESS:

Item #1 To approve the summer ESY (Extended School Year) services for an outplaced special needs students per his IEP. To be paid upon invoice. **(ATTACHMENT #4 & 5)**

- **Achievement Centers for Children, Camp Cheerful**, \$1,325.00/week for three (3) weeks, plus a \$50.00 application fee, for a total of \$4,025.00, from June 13 - July 1, 2022.
- **Hogan Transportation**, for transporting student to Camp Cheerful, at a rate of \$70.00/day for the Bus Aide and \$280.00/day for transporting at 15 days, is a total of \$5,250.00

Item #2 To employ the following students/minors for summer 2022 (Paid from General Funds)

Student Camp Counselor: \$15.00/hr. Genesis Rhodes (Replaces Darius Munford)

Summer Office Help: **\$12.00/hr. Harmony Brown**

Item #3 To approve the following personnel for the summer programming for 2022 pending enrollment needs.

Summer Camp Instructors – External Camp Provider

- **Andre Edwards** – Two (2) week girls basketball camp, \$1,500 as there was previously approved girls basketball camp provider.

RESOLUTION NO 06-137-2022

Moved by Mr. Barber, seconded by Mrs. Pliodzinskas, to approve Dr. Hugh A. Turner to be the board's representative on the city's **TIRC** (Tax Incentive Review Committee).

Roll Call: Ayes – Mr. Barber, Mrs. Pliodzinskas, Mr. Brown, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-138-2022

Moved by Mr. Brown, seconded by Dr. Turner, to approve the proposal from **Mr. Excavator** for the playground excavation and demolition at a rate of \$7,135.00; topsoil/seed restoration playground area at a rate of \$9,030.00; for a total of \$16,165.00.

Roll Call: Ayes – Mr. Brown, Dr. Turner, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-139-2022

Moved by Mr. Brown, seconded by Dr. Turner, to approve the annual subscription agreement beginning July 1, 2022 with Diligent for **Board Docs Pro** for \$10,600 and a \$1,000 implementation fee. A link for the application on the School's website will provide searchable access to the public for Board Meeting Agendas, Minutes, and Attachments. **(ATTACHMENT #6)**

Roll Call: Ayes – Mr. Brown, Dr. Turner, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-140-2022

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to approve the agreement for the provision of **IP Telephony service** between Northeast Ohio Network for Educational Technology (**NEOnet**) and Richmond Heights Local Schools, Contract Number: 46599-IPTEL1922, for the period of July 1, 2022 through June 30, 2025. (**ATTACHMENT #7**)

Provider will render Service to support a minimum of 143 phones and 105 voicemails. Increases in support are available up to a maximum 10% of phones at \$35.00 per year per additional phone.

Annual charges, based on a Three (3) year contract, are indicated below:

- VoIP service: \$ 4,147.00
- Voicemail Services: \$ 1,928.00
- Moves and changes for phone service-annual \$ 300.30
- **Total Annual Charges:** \$ 6,376.15

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Brown, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-141-2022

Moved by Mrs. Pliodzinskas, seconded by Mr. Barber, to approve the proposed five (5) year contract with *AVI Fresh* for School Nutrition. The contract shall be for a period of up to one (1) year beginning on or about July 1, 2022 through June 30, 2023 with four (4) renewals of one (1) year each with mutual agreement of both parties. (**ATTACHMENT #8**)

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Barber, Mr. Brown, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-142-2022

Moved by Dr. Turner, seconded by Mr. Brown, to a move the passage of the following Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the thirteenth day of June, 2022 by and between the Richmond Heights Local School District Board of Education and the Richmond Heights Education Association, and hereby supplements the Negotiated Agreement currently in effect between the parties, superseding any conflicting or inconsistent terms or provisions contained therein.

WHEREAS, on March 11, 2022, Governor Mike DeWine signed Ohio Senate Bill 11 into law, which amends R.C. 3319.087 to grant Juneteenth (June 19th) as a paid holiday to 11- and 12-month nonteaching employees; and

WHEREAS, the parties hereto desire to incorporate the Juneteenth holiday into the paid holiday schedule established within their Negotiated Agreement for classified employees.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1: Article XI, Section Q of the Negotiated Agreement, entitled "Paid Holidays," shall be revised as follows:

* * *

The following are paid holidays for all twelve (12) month classified employees:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Juneteenth (provided to 11- and 12-month classified employees)
- 7 6. Independence Day
- 8 7. Labor Day
- 9 8. Thanksgiving Day
- 10 9. Day after Thanksgiving
- 11 10. Day before Christmas*
- 12 11. Christmas*
- 13 12. Day after Christmas*
- 14 13. Day before New Year's**

* * *

Section 2: This MOU shall take effect immediately and shall be incorporated into any successor Negotiated Agreement between the parties.

Section 3: Except as modified by this MOU, all other terms and conditions of the Negotiated Agreement and other applicable provisions of law remain in full force and effect. This MOU represents the entire agreement of the parties with respect to the subject matter, may be executed in multiple counterparts, and shall be amended only by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this MOU on the date first set forth above.

Roll Call: Ayes – Dr. Turner, Mr. Brown, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

CERTIFIED II:

RESOLUTION NO 06-143-2022

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to employ the following certified personnel upon completion of their personnel file.

- Antczk, Robert S., Intervention Specialist, Step 7, BA+24, \$62,230

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Brown, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

OLD BUSINESS:

RESOLUTION NO 06-144-2022

Moved by Mr. Brown, seconded by Mr. Barber, to rescind the agreement with **Museum of Creative Human Arts (MCHA)**, which was previously approved for summer camp at the May 23, 2022 board meeting under resolution # 05-122-2022 due to their inability to provide the agreed upon services.

Roll Call: Ayes – Mr. Brown, Mr. Barber, Mrs. Pliodzinskas, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

EXECUTIVE SESSION

RESOLUTION NO 06-145-2022

Moved by Dr. Turner, seconded by Mrs. Pliodzinskas, to enter into executive session at 8:56 p.m., pursuant to ORC §121.22, for the purpose of:

- (A)** To consider one or more, as applicable, of the **check marked** items with respect to a public employee or official:
1. Appointment;
 2. Employment;
 3. Dismissal;
 4. Discipline;
 5. Promotion;
 6. Demotion;
 7. Compensation of a public employee or official; or
 8. Investigation of charges/complaints against a public employee, official, licensee, or regulated individual (unless public hearing requested).
- B.** To consider the purchase of property for public purposes, or for the sale of property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the public interest.
- C.** Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D.** Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- (E)** Matters required to be kept confidential by federal law or regulations or state statutes.
- F.** Details relative to security arrangements and emergency response protocols for a public body or a public office, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the public body or public office.

NOW, THEREFORE, BE IT RESOLVED, that the Richmond Heights Local School District Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on items A.2& 7. & E. as listed above.

Roll Call: Ayes – Dr. Turner, Mrs. Pliodzinskas, Mr. Barber, Mr. Brown, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

Reconvened from executive session at 9:31 p.m.

ADJOURNMENT

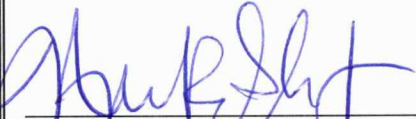
RESOLUTION NO 06-146-2022

Moved by Mr. Brown, seconded by Mr. Barber, to adjourn the meeting at 9:41 p.m.


Roll Call: Ayes – Mr. Brown, Mr. Barber, Mrs. Pliodzinskas, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.



Nneka Slade Jackson, President



Cooper Martin, Treasurer

PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made between the Schools of Ohio Risk Sharing Authority ("SORSA"), an Ohio corporation not for profit, and Richmond Heights Local School District (the "District"), a school district as defined in Title 33 of the Ohio Revised Code of the State of Ohio or a data acquisition site organized pursuant to Chapter 167 of the Ohio Revised Code, effective as of the first day of July 1, 2022 but actually executed on the 13th day of June, 2022 (the "Execution Date").

I. RECITALS

- a. The purposes of SORSA are to provide a joint self-insurance pool and to assist members, including the District, to prevent and reduce losses and injuries to property and persons, which might result in claims being made against members of SORSA, including the District, or their employees or officers.
- b. The District wishes to avail itself of the advantages offered by SORSA to its members. Therefore, it is the intent of the District to join with other school districts or data acquisition sites as members of SORSA, which will administer a joint self-insurance pool and use funds contributed by the members to defend and indemnify, in accordance with SORSA's Articles of Incorporation, Code of Regulations, policies and procedures and coverage documents, any member of SORSA against stated liability or loss, to the limits as outlined in the coverage documents. It is also the intent of the District, as a member of SORSA, to have SORSA provide continuing stability and availability of needed coverages at reasonable costs.
- c. This Agreement is made pursuant to the authority granted pursuant to Sections 3313.201, 2744.08, 2744.081, and 3955.05 of the Ohio Revised Code.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering SORSA's program.

"Anniversary Date" shall mean the 1st day of July of each year.

"Deductible" shall mean that portion of each loss to be paid directly by the District, or paid by SORSA and reimbursed by the District.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by SORSA to provide all or part of the coverages shown on Exhibit A hereto.

“Insurance Costs” shall mean the District’s share, as established from time to time by SORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

“Loss Fund” shall mean the fund established by SORSA to provide for the payment of the losses in excess of the Deductible.

“Loss Fund Contribution” shall mean the District’s share, as established from time to time by SORSA, of the costs of funding a loss fund which is a component of the joint self-insurance pool.

“Termination Date” shall mean June 30, 2023.

III. THE DISTRICT’S OBLIGATIONS

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the District agrees to become a member of SORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The District further agrees:

- a. To pay promptly all annual and supplementary contributions or other contributions to SORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the Board of Directors of SORSA (the “Board”). Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency of the bank which invests a majority of the SORSA funds. Payment will be considered delinquent 30 days following the due date.
- b. To designate a voting representative and alternate in accordance with SORSA’s Code of Regulations.
- c. To allow SORSA and its agents, officers and employees reasonable access to all facilities of the District and all District records, including but not limited to financial records, as required for the administration of SORSA.
- d. To allow attorneys designated by SORSA to represent the District in the investigation, settlement and litigation of any claim made against the member within the scope of loss protection furnished by SORSA.
- e. To cooperate fully with SORSA’s attorneys, claims adjustors and any other agent, employee or officer of SORSA in activities relating to the purposes and powers of SORSA.
- f. To follow the loss reduction and prevention procedures established by SORSA.

- g. To report to SORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in SORSA being required to consider a claim against the District, its agents, officers or employees or for casualty losses to District property within the scope of coverages undertaken by SORSA.
- h. To adopt a risk management statement within the parameters set by the Board.
- i. To report to SORSA as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the member's exposure to accidental loss.
- j. To provide SORSA annually, or more frequently if requested, with information necessary to establish program costs.
- k. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the Board.

IV. SORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the District's withdrawal or expulsion, SORSA agrees to accept the District as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

SORSA further agrees:

- a. To carry out educational and other programs relating to risk management.
- b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing insurance policies; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.
- c. To establish reasonable and necessary loss reduction and prevention procedures to be followed by the members.
- d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.
- e. To carry out such other activities as are necessarily implied or required to carry out SORSA's purposes or the specific powers enumerated herein.

V. PROGRAM DESCRIPTION

- a. Coverages.
 - (i) The District agrees to accept all lines of coverage provided by SORSA as shown on Exhibit A.
 - (ii) Once a line of coverage is provided to the District by SORSA, the line of coverage must continue to be provided for by SORSA until the Termination Date.

- b. Structure of Program. For the term of this Agreement, SORSA intends to provide the insurance coverages shown on Exhibit A by establishing, purchasing and maintaining:
 - (i) Loss Fund
 - (ii) Excess Insurance

The amounts necessary to fund the Loss Fund will be established annually by the Board, with the advice of its insurance and actuarial advisors. The Board intends to purchase insurance policies to provide Excess Insurance.

- c. Modification of Program. Notwithstanding the above, the Board may modify the program structure from time to time if it determines, in its discretion, that a modification is in the best interests of the program and the members.

VI. DISTRICT'S CONTRIBUTIONS

The District's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;
- b. its annual Loss Fund Contribution;
- c. its annual Insurance Costs; and
- d. its annual Administration Costs.

The District understands that the cost components set forth in items a. through d., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a form of self insurance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The District further understands that its share of the cost has been computed by SORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the District's share shall not be computed or applied in a discriminatory manner.

VII. TERM OF AGREEMENT: WITHDRAWAL BY DISTRICT

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of July, 2022 and shall terminate as of the Termination Date.

During the term of this Agreement, there is no right to withdraw by either party during the term of the Agreement. Except as provided in Article VIII, this Agreement is not cancelable by either party during the term of the Agreement.

Upon the final dissolution of SORSA, any funds which remain, unencumbered, after all claims and all other SORSA obligations have been paid shall be distributed only to the districts which are members of SORSA immediately prior to its dissolution. If the District is a member of SORSA immediately prior to its dissolution, the District's share of such remaining funds shall be determined by multiplying a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the District pursuant to this Participation Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all districts which are members of SORSA immediately prior to its dissolution, times the amount of remaining funds.

VIII. EXPULSION

- a. By a two-thirds (2/3) vote of the Board, the District may be expelled. Such expulsion, which shall take effect sixty (60) days after such vote, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then current Ohio statutes or regulations:
 - (i) Failure to undertake or continue loss reduction and prevention procedures adopted by SORSA.
 - (ii) Failure to allow SORSA reasonable access to all facilities and records of the District necessary for proper administration of SORSA.
 - (iii) Failure to fully cooperate with SORSA's attorneys, claims adjusters or other agent, employee or officer of SORSA.
 - (iv) Failure to carry out any obligation of the District which impairs the ability of SORSA to carry out its purpose or powers.
 - (v) Any other reason permitted by Ohio statute or regulation.
- b. Anything in this Article VIII to the contrary notwithstanding, the District may be expelled without a vote of the Board if it fails to make any payment to SORSA when due.
- c. The District may not be expelled except after notice from SORSA of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The District may request a hearing before the Board before any final decision, which shall be held within fifteen (15) days after the

expiration of the time to cure has passed. A representative of SORSA shall present the case for expulsion to the Board. The District affected may present its case. A decision by the Board to expel the District after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the District shall be liable for any unpaid contributions, including Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future.

IX. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are school districts within the State of Ohio, as that term is defined in Title 33 of the Ohio Revised Code. It is the intent of the District that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the District or its employees by any law.

X. MISCELLANEOUS

- a. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail, addressed as follows:

If to the District:
Richmond Heights LSD
447 Richmond Road
Richmond Heights, OH 44143

If to SORSA:
Schools of Ohio Risk Sharing Authority, Inc.
Attn: Executive Director
555 Metro Place North, Suite 645
Dublin, Ohio 43017

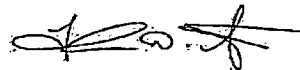
- b. Electronic Transmission: SORSA agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured means including e-mail, facsimile transmission or other similar electronic methods of communication ("Electronic Means"), provided, however, that the instructions or directions shall be sent by an authorized officer of the District. If the District elects to give SORSA instructions by Electronic Means and SORSA in its discretion elects to act upon such instructions, SORSA's understanding of such instructions shall be deemed controlling. SORSA shall not be liable for any losses, costs or expenses arising directly or indirectly from SORSA's reliance upon and compliance with such instructions. The District agrees to assume all risks arising out of the use of such Electronic Means to submit instructions and directions to SORSA, including without limitation the risk of SORSA acting on authorized instructions

The District and SORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

- b. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the District and SORSA.
- c. Severability. In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.
- d. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the District and SORSA have executed this Agreement as of the date first above written.

**SCHOOLS OF OHIO RISK
SHARING AUTHORITY, INC.**



Thomas D. Strup, Executive Director

**RICHMOND HEIGHTS LOCAL
SCHOOL DISTRICT, OHIO**

Cooper Martin, Treasurer

Summary of Coverages

PROPERTY AND INLAND MARINE

GENERAL LIABILITY

AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE

SCHOOL OFFICIALS ERRORS AND OMISSIONS LIABILITY

CRIME AND EMPLOYEE DISHONESTY

COMPREHENSIVE BOILER AND MACHINERY AND EQUIPMENT BREAKDOWN

SCHOOL SECURITY RISK INSURANCE

CYBER LIABILITY

Note: Please refer to policy on file for specific limits, terms, conditions, and exclusions.



PROPOSAL PREPARED FOR:

Richmond Heights City School District

Todd Associates, Inc.

Ned Hyland

JULY 1, 2022 TO JULY 1, 2023

Membership Advantages

DISAPPEARING DEDUCTIBLE PROGRAM

Membership Has Advantages – Avoiding Claims Has Rewards!

Our unique **Disappearing Deductible Program** rewards members who manage to avoid claims. The longer your school district is a claim-free SORSA member, the greater the reward.

Here's how it works.

With each coverage type; Property and Automobile Physical Damage, *the deductible decreases each year that the member does not have a claim.* For example, you could still have a zero deductible on Property coverage, even if you had a claim in Automobile Physical Damage.

This graph shows how the deductible eventually "disappears" over time.

	#	PROPERTY	AUTO PHYSICAL DAMAGE	EDUCATORS LEGAL
YEARS WITHOUT CLAIM	1	1,000	1,000	5,000
	2	500	500	4,000
	3	250	250	2,500
	4	-0-	-0-	1,000
	5	-0-	-0-	-0-

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After a member has a claim in one of these coverage categories, the deductible for that coverage alone will increase the following year to the standard deductible.

Membership Advantages

SORSA knows that mitigating risk works.

Collaborating with our members enables us to provide specific solutions and **no cost** customized services that reduce costly claims. We welcome the opportunity to assist members in averting a difficult situation and potential loss.

Legal Help Desk

Concerned about potential legal liability for your school district?

The legal help desk is here to assist you with issues at an early stage, averting potential liability issues. So, if you see something brewing that may spell t-r-o-u-b-l-e, be sure to contact us and we will be there to help.

866-767-7299

When to Call

- > *I need to fire or discipline an employee.*
- > *I don't know the rules.*
- > *I don't want my school to get sued.*
- > *The employee / student has a lawyer.*
- > *The community is upset over this.*
- > *How do we accomplish our goal legally?*
- > *Vendor contract questions*

How Can We Help You?



Mark Landes, Esq.
Isaac Wiles



Jessica Philemond, Esq.
Scott Scriven LLP

What to Have Ready

Relevant Board policies and procedures.

Collective bargaining agreement and/or other employment related contract.

Risk Control Services

SORSA has a dedicated Risk Control Manager!

From playgrounds to computer labs, school buses and booster groups.

It is not always easy to spot impending risk.

Our risk control manager is available to help you in *identifying* and *managing* your risks. Available for on-site visits, in-person staff training, inspections or practical advice. SORSA will keep you and your staff informed on the latest trends and topics important to keeping schools safe.

Our goal: to provide our members with customized, accessible risk services and a valued partnership that benefits your bottom line.

How To Report A Claim

CONTACT YOUR LOCAL AGENT

Ned Hyland

Main: 440-461-1101

nhyland@toddassociates.com

Todd Associates, Inc.

23825 Commerce Park Ste. A

Beachwood, Ohio 44122

TO REPORT EMERGENCIES WITH PROPERTY DAMAGE OR TO
REPORT A CLAIM AFTER HOURS.

EMERGENCIES THAT CAUSE PHYSICAL DAMAGE TO YOUR SCHOOL PROPERTY

CALL

BELFOR PROPERTY

RESTORATION

800-922-3848

**Identify yourself as a SORSA
insured red alert client**

fire • water • storm damage

24 hour reporting • 365 days

ALL OTHER CLAIMS

CALL

GREG GILLIAM

SORSA CLAIMS MANAGER

1-844-369-3830

OR e-mail

greg@sorsaschools.org

Other SORSA Contact Information

BOILER INSPECTIONS

BOILINSP@Travelers.com

**CERTIFICATES OF INSURANCE and
COVERAGE QUESTIONS**

crissy@sorsaschools.org

or

cshaner@sorsaschools.org

SCHOOLS OF OHIO RISK SHARING AUTHORITY

555 Metro Place North

Suite 645

Dublin, Ohio 43017

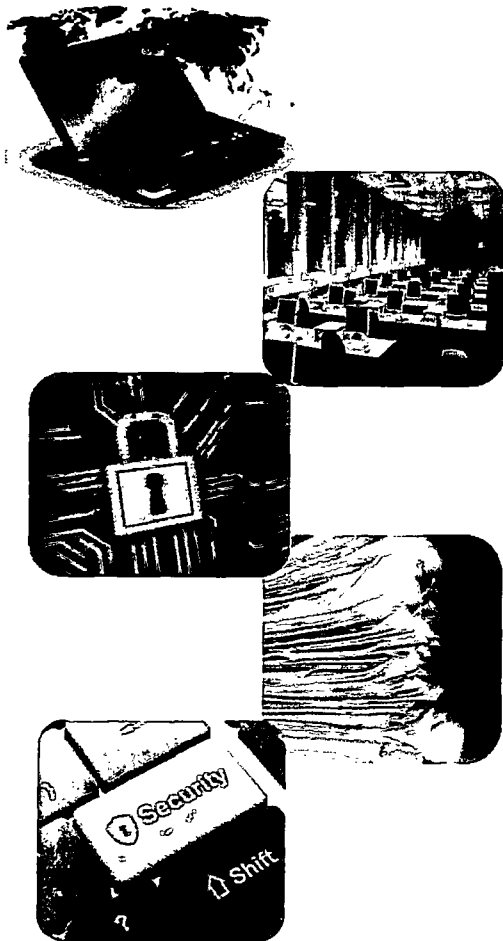
866-767-7299

www.sorsaschools.org

Cyber Liability Coverage

Cyber Liability provided through Crum & Forster Specialty Insurance Company and Westchester Insurance (\$5M Excess) offer a solution in an ever-changing technological environment. This coverage protects data in any form whether paper, electronic, or any other means.

What's covered?



- ◆ \$10,000,000 All Member Annual Aggregate
 - ◇ \$1,000,000 Per Member Aggregate Sublimit
 - ◇ Ransomware/Malware - limits ranging from \$50,000 to \$1,000,000 subject to underwriting and completion of the Advanced Risk Control Affidavit
 - ◇ Cyber Extortion - limits ranging from \$10,000 to \$200,000 subject to underwriting and completion of the Advanced Risk Control Affidavit
 - ◇ Deductible range of \$10,000 to \$20,000 subject to underwriting

School Security Risk Coverage

- › Legal Liability
 - › Bomb Threat Expense
 - › Child Abduction
 - › Physical Assault
 - › Ransom & Extortion Payments
 - › Student Travel - Political Evacuation
-



In cases with exceptional security risk, when the stakes are highest, reasonable precautionary resources may be exceeded.

SORSA includes SSRI coverage as an important part of your plan for school security.

Who is Covered?

All school students, administrators, employees, alumni, board members, parents and family members while attending or participating in an activity organized or sponsored by the school district.



S · O · R · S · A
SCHOOLS OF OHIO RISK SHARING AUTHORITY



Partnering together
to make your schools safer at **NO COST**
with Anonymous Reporting

"It was through this app that systemic abuse was able to be reported, documented, and resolved."

- Andrew Williams, Principal

"STOPit functions as a security blanket for us and ensures we are leveraging the latest technology to help our students."

- CAPT Neil May, USN (Ret.) Washington HS, Navy JROTC

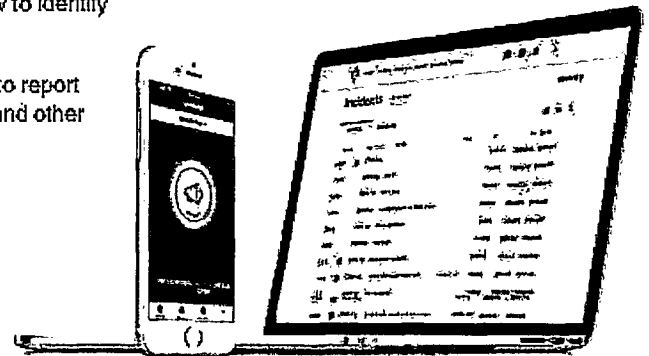
STOPit is the nation's leading Anonymous Reporting System that teaches how to identify and get help for individuals displaying violent, unsafe, or harmful behaviors.

STOPit deters inappropriate behaviors in schools, allowing students and staff to report behaviors such as bullying, sexual misconduct, threats, mental health issues and other safety concerns at any time - right from their phones.

How STOPit Works

The STOPit Mobile app, Web app, and Hotline provide a safe and comfortable way for students to share information in real-time, 24/7/365 days a year.

- » Report incidents anonymously
- » Submit photo or video evidence
- » Communicate anonymously with administrators via STOPit Messenger
- » Create an "upstander" versus bystander school culture



STOPit Admin Manages Incidents



STOPit Incident Monitoring

24/7/365
Emergency Monitoring



STOPit Messenger

2-Way
Anonymous Chat
between Admins
and Students



STOPit Admin

Monitor & Track
Incidents
on Desktop
& Mobile Apps

STOPit Benefits Everyone

- » Empowers individuals to report behaviors anonymously and in real time.
- » Allows administrators to address a situation before it spirals out of control.
- » Proven to reduce incidents in the first year of use, saving up to 63% of time monitoring and managing reported incidents.

Ready to make your schools safer with less administrator time?

Contact a STOPit representative to learn more.

Visit: <https://stopitsolutions.com/sorsa/>
Email: Christopher Kopacz
ckopacz@stopitsolutions.com



101 Crawfords Corner Rd. Suite 4-105R | Holmdel, NJ 07733 | 908.748.4500

PROPOSAL SUMMARY

PROPERTY

Limits and Deductibles

Building & Business Personal Property Limit Including Property Extensions of Coverage As Reported to SORSA; Subject to \$350,000,000 Pool Limit	FY22 \$47,833,272	\$ 51,140,294
Deductible:		\$ -
Earth Movement per Occurrence:		\$ 2,000,000
Annual Aggregate all members:		\$ 8,000,000
Deductible:		\$ 50,000
Flood Limit (Zone A or V Excluded):		\$ 2,000,000
Annual Aggregate all members:		\$ 8,000,000
Deductible:		\$ 50,000
Equipment Breakdown (PD, BI and EE), in any one accident: As Reported to SORSA; Subject to \$300,000,000 Pool Limit		\$ 51,140,294
Hazardous Substance, any one accident:		
Ammonia Contamination:		\$ 250,000
Any Other Substance:		\$ 250,000
Water Damage, in any one accident:		\$ 250,000
Consequential Damage, in any one accident:		\$ 250,000
Deductible:		\$ -
Total Property Premium:	FY22 \$44,413	\$ 43,040

CRIME COVERAGE

Limits and Deductibles

Employee Theft Including Faithful Performance of Duty, in any one occurrence	\$ 1,000,000
Forgery or Alteration, in any one occurrence	\$ 1,000,000
On Premises, in any one occurrence	\$ 1,000,000
In Transit, in any one occurrence	\$ 1,000,000
Money Orders and Counterfeit Money, in any one occurrence	\$ 1,000,000
Computer Crime, in any one occurrence	\$ 1,000,000
Computer Program and Electronic Data Restoration Expense, in any one occurrence	\$ 350,000
Funds Transfer Fraud, in any one occurrence	\$ 1,000,000
Social Engineering Fraud, in any one occurrence*	\$ 1,000,000
Deductible	\$ 1,000
Total Crime Premium:	FY22 1,021 \$ 1,136

Terms, Conditions, Exclusions, Subject To's

Covered Property at Undescribed Premises does not apply to Electronic Data Processing Equipment and Electronic Data Processing Data and Media;

No Coverage applies if Building and Business Personal Property coverage is not quoted

Property Extension		Standard Limits	Additional Limits	Total
Accounts Receivable, in any one occurrence		\$ 1,000,000		\$ 1,000,000
Arson Reward		\$ 5,000		\$ 5,000
Automobile Physical Damage, in any one occurrence	FY22 \$1,012,500	Optional	\$ 903,806	\$ 903,806
Backup of Sewers and Drains		\$ 2,000,000		\$ 2,000,000
Business Income, in any one occurrence		\$ 2,000,000	\$ -	\$ 2,000,000
Ordinary Payroll: Excluded				
Dependent Property, in any one occurrence		\$ 250,000		\$ 250,000
Ordinance or Law - Increased period of restoration, in any one occurrence		\$ 250,000		\$ 250,000
Newly Acquired Locations, in any one occurrence		\$ 250,000		\$ 250,000
Undescribed Premises, in any one occurrence		\$ 500,000		\$ 500,000
Civil Authority 30 days				
Extended Business Income at 60 days				
Claim Data, in any one occurrence		\$ 100,000		\$ 100,000
Claim Data Expense, in any one occurrence		\$ 25,000		\$ 25,000
Covered Property in Transit, in any one occurrence		\$ 100,000		\$ 100,000
Debris Removal (additional), in any one occurrence		\$ 250,000		\$ 250,000
Electronic Data Processing Equipment Data and Media, in any one occurrence		\$ 1,250,000	\$ -	\$ 1,250,000
Extra Expense, in any one occurrence		\$ 2,000,000	\$ -	\$ 2,000,000
Ordinance or Law - Increased period of restoration, in any one occurrence		\$ 50,000		\$ 50,000
Newly Acquired Locations, in any one occurrence (120 days)		\$ 50,000		\$ 50,000
Undescribed Premises, in any one occurrence		\$ 50,000		\$ 50,000
Civil Authority 30 days				
Claim Data, in any one occurrence		\$ 25,000		\$ 25,000
Fine Arts, in any one occurrence		\$ 250,000	\$ -	\$ 250,000
Fire Department Service Charge / Fire Protective Equipment Discharge		Included		Included
Inventory expense after a loss		Included		Included
Mobile/Contractors Equipment, in any one occurrence		Optional	\$ 28,260	\$ 28,260
Musical Instruments, Athletic Equipment, or Band & Athletic Uniforms, in any one occurrence		\$ 1,000,000	\$ -	\$ 1,000,000
Newly Constructed or Acquired Property, at any one building, in any one occurrence		\$ 5,000,000		\$ 5,000,000
Number of days: 120				
Ordinance or Law				
Loss to Undamaged Portion, in any one occurrence		\$ 1,000,000		\$ 1,000,000
Demolition, in any one occurrence		Included		Included
Increased Cost of Construction, in any one occurrence		Included		Included
Outdoor Property including debris removal, in any one occurrence		\$ 1,000,000		\$ 1,000,000
Trees, shrubs and plants (maximum per item)		\$ 1,000		\$ 1,000
Lawn limit (per occurrence)		\$ 2,000		\$ 2,000
Personal effects of students/employees for perils except theft				
Student		\$ 1,500		\$ 1,500
Employee		\$ 3,000		\$ 3,000
In any one occurrence		\$ 100,000		\$ 100,000
Pollutant Cleanup and Removal, aggregate in any one coverage document year		\$ 100,000		\$ 100,000
Preservation of Property		Included		Included
Protection of Property		\$ 250,000		\$ 250,000
Theft Damage Repair to Non-Owned Buildings		\$ 100,000		\$ 100,000
Errors and Omissions, in any one occurrence		\$ 1,000,000		\$ 1,000,000
Utility Services, in any one occurrence - Direct Damage including Boiler and Machinery		\$ 500,000		\$ 500,000
Valuable Papers, in any one occurrence		\$ 1,000,000		\$ 1,000,000

PROPOSAL SUMMARY

GENERAL LIABILITY AND EDUCATORS LEGAL LIABILITY

COVERAGES	LIMIT OF LIABILITY (Primary and Excess)	MEMBER DEDUCTIBLE
I. General Liability - Occurrence Form		
Bodily Injury and Property Damage per Occurrence	\$ 15,000,000	\$ -
Personal Injury/Advertising Liability per Occurrence	\$ 15,000,000	\$ -
Products/Completed Operations per Occurrence	\$ 15,000,000	\$ -
Employers Stop Gap Liability		
Bodily Injury by Accident, Each Accident	\$ 15,000,000	\$ -
Bodily Injury by Disease, Each Employee	\$ 15,000,000	\$ -
Bodily Injury by Disease, Policy Limit	\$ 15,000,000	\$ -
General Annual Aggregate	\$ 17,000,000	\$ -
Fire Legal Liability	\$ 500,000	\$ -
Medical Payments, Per Person / Each Accident	\$10,000/\$25,000	\$ -
General Liability Premium:		\$ 22,387
II. Educators Legal Liability - Claims Made Form		
Wrongful Acts Coverage Per Occurrence	\$ 15,000,000	\$ 5,000
Wrongful Acts Coverage Aggregate	\$ 15,000,000	
Retroactive Date	2/1/2002	
Employee Benefits Liability	\$ 15,000,000	\$ -
Retroactive Date	2/1/2002	

Educators Legal Liability Premium is Included in General Liability Premium

Terms, Conditions, Exclusions, Subject To's

General Liability includes coverage for Sexual Molestation

Trampoline Exclusion applies

Absolute Pollution, Asbestos and Lead Exclusions apply

Toxic Mold/Fungus Exclusion applies

Known Injury Exclusion applies

UM/UIM Excluded Excess of \$1,000,000

Continuous claims made coverage has been carried since retro date shown above and that all known incidents and losses have been reported to current carriers(s).

PROPOSAL SUMMARY

AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE

III. Automobile Liability	LIMIT OF LIABILITY (Primary and Excess)	DEDUCTIBLE	PREMIUM
Bodily Injury & Property Damage - per Occurrence (including Owned/Hired/Non-Owned)	\$15,000,000	\$ -	Included
Medical Payments - Per Person / Each Accident	\$10,000/\$25,000	\$ -	Included
Uninsured/Underinsured Motorist	\$1,000,000 Aggregate	\$ -	Included
Garagekeepers Legal Liability	ACV (\$500,000 maximum)	\$ -	Included
Automobile Liability Premium is Included in General Liability Premium			
Additional Defense Costs Per Occurrence to Sections I., II., and III. Above	\$500,000	\$ -	Included
Physical Damage	LIMIT OF LIABILITY	DEDUCTIBLE	PREMIUM
Other than Collision	Actual Cash Value*	\$ -	Included
Collision	Actual Cash Value*	\$ -	Included
Automobile Physical Damage Premium is Included in Property Premium			

Terms, Conditions, Exclusions, Subject To's

Contracted Buses Exclusion applies
This Quotation is based on
 13 Buses
 3 Other Vehicles
 0 Trailers

*For buses 5 years or newer, the value will be determined at Replacement Cost. For buses over 5 years, the value will be determined at the Actual Cash Value as if the bus is 5 years newer.

Total Premium (including Cyber)

\$ 71,092

S . O . R . S . A

SCHOOLS OF OHIO RISK SHARING AUTHORITY

Order to Bind Coverage Form

MEMBER NAME: Richmond Heights City School District

TERM: 7/1/2022 to 7/1/2023

Total Property Limit	Total Liability Limit	Total Premium
\$51,140,294	\$15,000,000	Compare \$71,092

TRIA Coverage - Terrorism Risk Insurance Act is included

Premiums	FY22	FY23	Difference
Property	44,413.00	43,040.00	(1,373.00)
Crime	1,021.00	1,136.00	115.00
General Liability	19,528.00	22,387.00	2,859.00
Cyber		4,529.00	4,529.00
	64,962.00	71,092.00	6,130.00
			9.44%

Member Signature: _____
 Agent's Signature: _____
 Agency Name: Todd Associates, Inc.



PREMIUM INVOICE

Contract Number: SD-018H

Member Name: Richmond Heights City School District

Address: 447 Richmond Road

City: Richmond Heights **State:** OH

Zip Code: 44143

Inception: July 1, 2022

12:01 a.m.

Expiration: July 1, 2023

12:01 a.m.

LINE OF BUSINESS	CONTRIBUTION
Property	43,040
General Liability	22,387
Educators Legal	Included
Auto	Included
Crime	1,136
Cyber	4,529
TOTAL DUE:	71,092

Please remit check to:

Schools of Ohio Risk Sharing Authority
814 N. Locust Street, Suite 3
Ottawa, OH 45875

dd r
Payment due within 30 days of effective date

PAYMENT INSTRUCTIONS

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 D d R dd d r r

1 ACH CREDIT

We authorize your organization, a valid SORSA Member, to initiate debit entries and, if necessary, adjustments for any credit entries in error to our account or accounts listed below.

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 M r d R d r
 ! !

2 ACH DEBIT

We authorize Schools of Ohio Risk Sharing Authority and Huntington Bank to initiate entries to our business account indicated below for premium-related liabilities. This authority is to remain in full force and effect until we notify Schools of Ohio Risk Sharing Authority in writing to cancel it in such time and manner as to afford Schools of Ohio Risk Sharing Authority and our disbursement banking institution a reasonable opportunity to act on it. We can stop payment of any entry by notifying our financial institution three days before our account is charged.

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3 CHECK PAYMENT

Mail to:
 R r r
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Return this form to:

Verhoff & Company LLC
 814 N. Locust Street, Suite #3
 Ottawa, OH 45875
 Ph: (419) 523-5447 Fax: (419) 523-6447
 maryrose@verhoffcpa.com
 Payment due within 30 days of effective date

1. STATEMENT OF WORK

This Agreement is intended to specify the responsibilities, deliverables and acceptance criteria for the services that Mentor Public Schools will perform for Richmond Heights Local School District ("Richmond Heights"). This Agreement will also specify the services to be provided during each phase of the project and detail the obligations of both parties.

2. PAYROLL SERVICE

The following is a summary of the main points of this agreement.

2.1 Assessment

Mentor Public Schools payroll staff will review Richmond Heights' payroll process identifying all components considered to be payroll duties. This will clearly define the scope of the Richmond Heights payroll process and the desired parameters of the agreement.

2.2 Documentation

Mentor Public Schools staff with the assistance of Richmond Heights' staff will put into writing the day to day procedures of the Richmond Heights payroll process. This will include the procedures of all staff involved in the generation of a complete payroll.

2.3 Review

Mentor Public Schools staff will compare Richmond Heights' payroll procedures against best practices and mandatory local, state and federal requirements. Any internal control corrections or potential efficiencies identified will be documented and communicated. Mentor Public Schools staff will also confirm which components of the payroll process will be performed by Mentor Public Schools.

2.4 Training

Mentor Public Schools staff will meet periodically with Richmond Heights' staff to provide an understanding of Richmond Heights' payroll processing and to implement corrections or efficiencies found during the review stage.

2.5 Implementation

Mentor Public Schools staff will take over processing of the agreed upon payroll components.

3. MENTOR PUBLIC SCHOOLS RESPONSIBILITIES

The following components of the payroll process have been identified as those that Richmond Heights would like Mentor Public Schools to handle for them.

- ✓ Payroll data input.
- ✓ Maintain employee pay data.
- ✓ Maintain employee deduction data.
- ✓ Maintain employee leave data.
- ✓ Maintain employee calendar data.
- ✓ Initialize payroll generate.
- ✓ Reconcile payroll generate.
- ✓ Calculate employee earnings.
- ✓ Create payroll checks file / generate electronic pay-slips.
- ✓ Mail vendor and employee live checks
- ✓ Backup pay data.
- ✓ Update employee pay data.
- ✓ Prepare & transfer direct deposit ACH.
- ✓ Prepare and distribute deduction checks.
- ✓ Reconcile deduction checks.
- ✓ Prepare pay reports.
- ✓ Post payroll to system.
- ✓ File tax and retirement records.
- ✓ Post deductions to USAS.
- ✓ Reconcile Quarter and Year end.
- ✓ Prepare annual salary notices.

Payroll data input – Mentor Public Schools will review, confirm and enter all Richmond Heights district staff pay data assembled and provided for each pay period by Richmond Heights. This data will include all regular pay, substitutes, supplemental contracts, special negotiated agreement payouts and employee resignation or termination payoffs. Mentor Public Schools will generate the Payroll Payments Future report to verify the occurrence, cutoff and classification of entered payroll transactions.

Maintain employee pay data – Mentor Public Schools will maintain employee human resource and pay records using the Redesign USPS Employee Dashboard. This work includes the addition of new employees, implementation of negotiated agreements and preparation of annual salary notices.

Maintain employee deduction data – Mentor Public Schools will maintain employee deduction records using the Redesign USPS Employee Dashboard. This work includes the assimilation of deduction changes for federal, state, local, annuity, garnishment, health insurance, retirement, workers compensation, medicare, and direct deposit.

Maintain employee leave data – Mentor Public Schools will maintain employee deduction records using Redesign USPS and enter into Core > Leaves > Accumulations. This work includes the posting of vacation, sick, personnel and professional days. **Maintain employee calendar data** - Mentor Public Schools will maintain employee calendar data using the Redesign USPS Job Calendar.

Initialize payroll – Mentor Public Schools will generate the Redesign USPS Initialize Payroll Sequence for all active status employee records, pay groups and pay dates specified by Richmond Heights.

Reconcile payroll – To ensure the completeness and accuracy of the payroll data, Mentor Public Schools will compare totals generated from the Redesign Pay Reports and updated balancing spreadsheet totals to identify differences.

Calculate employee earnings – Mentor Public Schools will generate the Pay Amount Summary Report and the Payroll Distribution Account Detail Report determining the total employee's earning, deductions and USAS account codes charged.

Create payroll checks file/ generate electronic pay-slips – Mentor Public Schools initiates Process Check Payments within the pay run to generate printable check forms for physical paychecks.

Prepare & transfer direct deposit ACH – Mentor Public Schools will generate the ACH Submission Report reflecting the amounts to be paid via direct deposit into employees' bank accounts and to clear employees' data accumulators. This will be done at least two days before the pay date in order to assure proper transfer. Mentor Public Schools staff will print the Pay Report and, balance with the ACH amount for accuracy and completeness.

Prepare deduction checks – Mentor Public Schools will process outstanding payables to produce a report listing the deduction amounts that should be paid for the current payroll processing. Mentor Public Schools will print and send the garnishment check and electronically fund the federal, state, local, annuity, health insurance, retirement, workers compensation, and Medicare payments. Mentor Public Schools will also generate the Deduction Distribution Report

Reconcile deduction checks – Mentor Public Schools will compare the Payroll Item Detailed Report with 3rd party statements for each deduction generated to verify the occurrence, completeness and accuracy, cutoff and classification of the transactions.

Prepare pay reports – Mentor Public Schools will send the generated Item Detailed Reports for Richmond Heights to use as needed. Mentor Public Schools will also prepare data files to meet reporting requirements to various entities such as:

- Ohio Department of Job and Family Services (ODJFS)
- School Employees Retirement System (SERS)
- State Teacher's Retirement System (STRS)
- Education Management Information System (EMIS)

Post payroll to system – Mentor Public Schools will use the USPS Redesign System to post the payroll to USAS. Mentor Public Schools will review the Error Report to check for fatal errors and notify Richmond Heights of corrections to be made.

Post deductions to USAS – Mentor Public Schools will generate the Employer Distributions Report to synchronize payroll data to USAS. Richmond Heights will reconcile with third party report totals before posting. Richmond Heights will post memo checks to USAS by using File Archive in USPS Redesign.

File Tax and Retirement Records – Mentor Public Schools will complete the necessary tax and retirement filings monthly, quarterly and annually.

Reconcile quarter and year end – Mentor Public Schools will maintain an excel spreadsheet to reconcile payroll with on a per pay, quarterly and annual basis. Earning Register Report totals will be compared with Quarter Report totals for completeness and accuracy.

Prepare annual salary notices – Mentor Public Schools will prepare and provide to the Richmond Heights Treasurer's office annual salary notices as well as updated annual salary notices utilizing the information provided by Richmond Heights.

4. Richmond Heights School District Responsibilities

- ✓ Provide a payroll liaison.
- ✓ Allow access to personnel.
- ✓ Approve Payroll Data
- ✓ Provide access to systems.
- ✓ Perform other payroll requirements.
- ✓ Provide necessary annual salary notice information.

This will entail the following work;

Provide a payroll liaison – Richmond Heights will assign an employee the responsibility of being the payroll liaison. This employee will be Mentor Public Schools primary contact for payroll completion and will perform the payroll functions not being performed by Mentor Public Schools.

Allow access to personnel – Richmond Heights must provide access to personnel necessary to process payroll. This will include access to employees responsible for human resources, treasurers' staff, technology, all supervisors responsible for approving employee hours and any other areas identified as key to the process. Richmond Heights will provide a list of these key resources including: name, title, payroll responsibility, phone number(s) and e-mail addresses.

Approve payroll data – Richmond Heights will assemble, review and authorize all payroll data to be processed by Mentor Public Schools. This includes all timesheets, Kronos and Aesop schedules (if applicable).

Provide access to systems – Richmond Heights will provide access to payroll related programs and accounts as needed to process payroll. This will include district USAS Redesign, USPS Redesign, and bank accounts.

Perform other payroll requirements – Richmond Heights will perform any other payroll related work that arises from contractual obligations, Board of Education or Richmond Heights' administrative needs, to fulfill constituent requests, complete census information, to file retirement system reporting and any other need related to payroll data outside of processing earnings.

5. Agreement Term

This agreement will begin with the processing of the first pay in July 2022 and ending June 30, 2024.

6. Costs

Richmond Heights will pay Mentor Public Schools for Fiscal Year 2022-2023 at a rate of \$1,608 per pay and Fiscal Year 2023-2024 at a rate of \$1,688 per pay. Payments to be made within fifteen days of receipt of invoice.

7. Termination Clause

This contract may be terminated by either party, without cause, upon 90 days' written notice to the other party.

Cooper Martin

Richmond Heights Local School District
Representative Name

Date ____/____/____

Representative Signature

Bill Wade

Bill Wade
Mentor Public Schools
Representative Name

[Signature]
Representative Signature

Date 5/27/2022

1. STATEMENT OF WORK

This Agreement is intended to specify the responsibilities, deliverables and acceptance criteria for the services that Mentor Public Schools will perform for Richmond Heights Local School District ("Richmond Heights"). This Agreement will also specify the services to be provided during each phase of the project and detail the obligations of both parties.

2. FISCAL GRANTS MANAGEMENT SERVICE

The following is a summary of the main points of this agreement.

2.1 Assessment

Mentor Public Schools fiscal grants management staff will review Richmond Heights' fiscal grants management process identifying all components considered to be fiscal grants management duties. This will clearly define the scope of the Richmond Heights fiscal grants management process and the desired parameters of the agreement.

2.2 Documentation

Mentor Public Schools staff with the assistance of Richmond Heights' staff will put into writing the day to day procedures of the Richmond Heights fiscal grants management process.

2.3 Review

Mentor Public Schools staff will compare Richmond Heights' fiscal grants management procedures against best practices and mandatory local, state and federal requirements. Any internal control corrections or potential efficiencies identified will be documented and communicated. Mentor Public Schools staff will also confirm which components of the fiscal grants management process will be performed by Mentor Public Schools.

2.4 Training

Mentor Public Schools staff will meet periodically with Richmond Heights' staff to provide an understanding of Richmond Heights' fiscal grants management processing and to implement corrections or efficiencies found during the review stage.

2.5 Implementation

Mentor Public Schools staff will take over processing of the agreed upon fiscal grants management components.

3. MENTOR PUBLIC SCHOOLS RESPONSIBILITIES

The following components of the fiscal grants management process have been identified as those that Richmond Heights would like Mentor Public Schools to handle for them.

- ✓ Provide fiscal management of all Federal and State grants.
- ✓ Prepare all fiscal year-end financial reports.
- ✓ Monitor cash status of each individual Federal and State grant.
- ✓ Prepare cash requests as needed.
- ✓ Monitor purchase orders for proper USAS coding
- ✓ Monitor compliance with expense rules (i.e. 10% rule).
- ✓ Serve as a fiscal advisor for budget development and revisions.
- ✓ Provide fiscal support in the development of Federal and State grant proposals.
- ✓ Update Richmond Heights program staff of new and revised fiscal grant management rules and regulations.

4. Richmond Heights School District Responsibilities

- ✓ Provide a grants management liaison.
- ✓ Allow access to Federal and State program personnel.
- ✓ Allow access to Payroll processor personnel.
- ✓ Allow access to Accounts Receivable personnel.
- ✓ Allow access to Accounts Payable personnel.
- ✓ Provide access to computer systems.
- ✓ Approve all reports including cash requests, budget revisions, and final expenditure reports.
- ✓ Distribute fiscal grants management information.
- ✓ Perform all Federal and State program functions.

Richmond Heights City Schools Hq/Dept requesting this contract: Department of Education Services District
contact name (in case of questions): Lakisha Davies, M.Ed. Act Code to be paid from: General Fund, tuition
District contact Phone: 216-692-0086 ext. 57127 District contact email:
davies.lakisha@richmondheightsschools.org mailto:davies.lakisha@richmondheightsschools.org

~~THIS CONTRACT IS NOT VALID UNTIL ALL SIGNATURES ARE COMPLETE. NO SERVICES SHOULD BE PERFORMED UNTIL THESE REQUIREMENTS ARE COMPLETE.~~

Date: 6/3/22 Vendor # _____ Service Provider: Achievement Centers for Children / Camp Cheerful The aforementioned service provider agrees to provide the following specific services on the specified dates to be paid in the manner detailed below (be specific - contract will be returned unapproved without these details):

DETAILS OF PAYMENT:

HOW MANY STUDENTS BENEFIT FROM THIS SERVICE? _____

MAXIMUM TOTAL AMOUNT TO BE PAID UNDER THIS CONTRACT: \$3,975

IS THIS AN INCREASE FROM LAST YEAR? NO YES – How much of an increase? NA, this is a new contract for ESY services only

SERVICES TO BE PERFORMED: ESY program for special education student as indicated as part of their IEP. Program is Monday – Friday from 9:30 – 3:30. Generally a 1 aide to 2 student ratio and includes IS, OT and SLP if indicated in IEP.

SPECIFIC DATE(S) SERVICE WILL BE PERFORMED: 6/13/22 – 7/1/22

Will service provider be in contact with students? YES NO IF YES - Has background check been completed? YES NO Provider is never alone with students (No background check needed)

Provider must submit a completed W9 to the Richmond Heights City School District before payment will be made. By signing this contract, I recognize that I am NOT an employee of the Richmond Heights City School District and therefore I am responsible for my own worker's compensation coverage, healthcare and bond insurance coverage as a self-insured person. I also understand that I am responsible for declaring my earnings for all federal, state and local tax purposes. All service providers are subject to the provisions of Ohio law and Richmond Heights City School District board policy.

Signature from Authorized Service Provider DATE _____ Title: _____

Signature from Authorized Individual from the School District DATE _____ Title: _____

Service Provider Contact Information:
Sarah.Bucci@achievementctrs.org
15000 Cheerful Lane
Strongsville, Ohio 440-238-6200



2021-2022

TRANSPORTATION AGREEMENT

This agreement made and entered into at Willoughby, Ohio, between **Richmond Heights City School, 447 Richmond Road, Richmond Heights, Ohio 44120** (hereinafter called the "District"), and Hogan Transportation, 36475 Reading Avenue, Willoughby, Ohio 44094. This agreement is effective from August 1, 2021 through July 31, 2022.

For and in consideration of the mutual covenants and agreements herein contained, and for valuable consideration the Parties agree to the following:

- 1) Hogan Transportation will transport legally enrolled District students at the written or verbal request of the District for any student that require transportation along with their individual specific needs (such as wheelchair, harness, car seat, and monitor). Students serviced by Hogan transportation are to be provided door-to-door service as specified by the District. All information regarding students, their individual needs and their specific routes shall be maintained by Hogan Transportation in the strictest of confidence.
- 2) Hogan Transportation may refuse to transport a District child when:
 - a) The District or an individual parent informs Hogan Transportation that the child needs medical attention to be performed by an employee of Hogan Transportation.
 - b) A child poses a safety concern while on the vehicle.
 - c) A child's present condition constitutes an immediate health hazard (i.e. bed bugs, etc.....).
 - d) See Hogan Covid-19 Transportation Protocol section 3.0 and 4.0.
- 3) Hogan Transportation will provide all routing of said students, including contacting the parent(s) regarding pick up and drop off times and locations.
- 4) Hogan Transportation will provide vehicles to be used for transportation of said students.
 - a. Vehicles will meet the standards of Federal and State law.
 - b. All vehicles will be equipped with a mobile phone, emergency safety triangles, and bodily fluid clean up kits, fire extinguishers, and a first aid kit.
 - c. All vehicles shall be appropriately identified.
 - d. Hogan Transportation agrees to comply with all COVID-19 mandated CDC guidelines for transportation.

- 5) Hogan Transportation employees will meet the ODE qualification requirements for on-vehicle staff. All drivers are issued Hogan Transportation badges, yearly, to be worn and visible at all times.
- 6) Hogan Transportation will purchase and maintain during the term of the agreement not less than \$1,000,000 liability insurance and \$5,000,000 aggregate insurance for all company owned vehicles. An "Additional Insured" endorsement will be added to the policy naming the District.
- 7) When a student has not ridden a Hogan Transportation van for three consecutive days, Hogan Transportation will notify the District. It will then be up to the District to notify Hogan Transportation with the status of that student.
- 8) The District will be charged as noted below based on the daily rate identified on schedule A1.
 - a. A driver does their route, whether or not the student rides.
 - b. Less than a two (2) day notice from the parent or the District to stop transportation.
 - c. After the 8th day that the school is shut down during the school year for:
 - i. Inclement weather / Calamity day (i.e. snow, ice, temperature, incident...)
 - ii. Illness being coronavirus, flu or any other type of health issue
 - iii. Utilities related
 - d. If you are needing transportation on a holiday or a day of observance of a holiday your rate will be doubled.
- 9) In light of the consideration, herein provided, the District hereby agrees to compensate Hogan Transportation in accordance with the attached pricing sheet Schedule A1. The District may request other services based on individual student needs. Any new charges will be mutually agreed upon and added to the Schedule A-1 pricing sheet.
- 10) It is understood that the cost listed on the attached pricing sheet includes an unstable item of fuel, and that a "Fuel Surcharge" will be applied when the monthly average fuel cost exceeds \$3.00 per gallon. The Fuel Charge will be determined by multiplying the monthly variance by the amount of fuel used for the District. The "Fuel Surcharge" and will be added to the District monthly invoice.
- 11) Hogan Transportation will invoice the District approximately the 10th day following the month of transportation. Payment terms are by the end of the invoiced month.
- 12) Hogan Transportation will take every precaution to protect the District students and its employees against COVID-19. As we all know, COVID-19 is difficult to trace. As such, Hogan Transportation will not be liable for any students contracting COVID-19 while being transported pursuant to this Agreement

This Agreement can be terminated by either District or Hogan Transportation upon a sixty (60) calendar days' written notice of such intent by either party.

In Witness Whereof, the Parties hereto set their hands to this agreement dated
27th day of October, 2021

HOGAN TRANSPORTATION

Signature: _____

Printed Name: _____

DISTRICT

Signature: _____

Printed Name: _____



2021 / 2022 SCHOOL YEAR PR

2021 / 2022			
	ROUND TRIP	ONE-WAY	Miles
Richmond Heights City School District			
Lift student in/out district			
Walk-On student in district	\$70.00		
Aide/Monitor			
Aide / Monitor (Nurse) (Not provided by Hogan)			
Out of district children going to RH Elem.			
Camp Cheerful in Strongsville	\$280.00		140

Fuel Surcharge:

* Fuel Surcharge: Quoted prices include cost of fuel up to \$3.00 per gallon.
 The computer averages the price overage which is multiplied by the number of

Order Form

This Order Form is dated and is effective as of the Effective Date set forth below and is made by and between **Richmond Heights Local Schools** (hereinafter "**Client**") whose principal place of business is **447 Richmond Rd, Richmond Heights, OH 44143-1429** and **Diligent Corporation** (hereinafter "**Diligent**"), with an office located at 1111 19th Street NW, Washington DC, 20036. Each of Client and Diligent are a "**Party**" and are together the "**Parties**."

A. Terms of Agreement

This Order Form, together with the General Terms and Conditions available at <https://diligent.com/governance-cloud-terms-conditions> and the applicable Product Terms as identified at <https://diligent.com/product-terms>, form the entire agreement between the parties in respect of the products and services set forth in this Order Form (the "**Agreement**"). For purposes of this Agreement, in the event of any conflict between the Order Form and the General Terms and Conditions, the Order Form shall control. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by Diligent to Client in connection with a purchase order related to this Order Form is conditioned upon Client's acceptance of the Agreement. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void.

B. Diligent Services and Pricing

1. BoardDocs			
<input type="checkbox"/>	BoardDocs Pro Plus	Annual Subscription Fee	
<input checked="" type="checkbox"/>	BoardDocs Pro	Annual Subscription Fee \$10,600.00	
<input type="checkbox"/>	BoardDocs LT Plus	Annual Subscription Fee	
<input type="checkbox"/>	BoardDocs LT	Annual Subscription Fee	
<input type="checkbox"/>	On-Site Initial Training	Non-Recurring Subscription Fee	
<input checked="" type="checkbox"/>	Remote Implementation*	Non-Recurring Subscription Fee \$1000.00	
*If Remote Implementation is selected above, the remote implementation fee will be waived if the Agreement is received signed on or before 6/30/22			*\$1000.00

Pricing is valid for 30 days from Client's receipt of this Agreement. If the Agreement is received executed by Client after this date, Diligent may accept or reject the Agreement in its sole discretion.

The "Effective Date" of this Agreement shall be the date of the Client's signature, and the Initial Term of the Agreement shall run for 1 year from the Effective Date or, if Fiscal Year Billing is checked in Section C, until the next Fiscal Start Date as identified in Section C. Client shall pay the full annual Subscription Fee if the Initial Term is one year in duration and a prorated portion of the Subscription Fee if the Initial Term is less than one year in duration, plus the full amount for any additional fees (if any).

After the Initial Term, the term of the Agreement will automatically renew for additional 1-year Renewal Terms, unless either Party provides the other written notice of non-renewal no later than 30 days prior to the expiration of the Initial Term or any Renewal Term. Any notices of non-renewal issued by Client to Diligent must be provided to billing@diligent.com.

All Subscription Fees shall be payable by Client, or if a Billing Agent has been selected, Client's applicable Billing Agent, annually in advance. Diligent will invoice Client, or if a Billing Agent has been selected, Client's applicable Billing Agent, on or about execution of this Agreement. All payments are due 30 days from the date of invoice.



C. Client Invoicing and Notices Information

	Invoicing	Notices
Client Contact Name:		
Address:		
Billing Contact:		
Phone:		
E-mail:		

- IF APPLICABLE:
- Purchase Order Required for Invoicing.**
 - Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this order form.**
 - Fiscal Year Billing Required, Fiscal Start Date: July 1**

Association Relationship: Ohio School Boards Association*
Does the Association serve as Billing Agent? Yes*
Does the Association have a Preferred Pricing Relationship? Yes
***If the Association serves as a Billing Agent, Client agrees to pay the designated Billing Agent for all charges or fees set out in this Order Form.**

Client acknowledges that fees may be provided at a preferred/discounted rate due to Client's affiliation with the Association identified in this Section. In the event that Diligent is notified that Client's affiliation with the Association has ended, fees for subsequent Renewal Terms will be billed at Diligent's then-current rates.

Notices to Diligent Corporation:

Attn: Legal Department
Diligent Corporation
111 West 33rd Street, 16th Floor
New York, NY 10018 USA
Phone: 212-741-8181
Email: legal@diligent.com
With copy via email to: contracts@diligent.com

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the Effective Date.

Please sign below and email to contracts@diligent.com.

Diligent

Client

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



**NORTHEAST OHIO NETWORK FOR EDUCATIONAL TECHNOLOGY
SERVICE PROVIDER VOIP CONTRACT**
Contract Number: 046599-VOIP-2225

This agreement for the provision of IP Telephony service ("Agreement") is entered between the Northeast Ohio Network for Educational Technology (a program of the Metropolitan Regional Service Council) (Provider") and Richmond Heights Local Schools ("Customer"), as verified by the signatures on the signature page below.

WHEREAS, Provider is an Information Technology Center ("ITC") organized as a Regional Council of Governments and operating as part of the Ohio Education Computer Network ("OECN"), which has been established by the State of Ohio to provide communications and other technology services to public schools and other authorized user entities; and

WHEREAS, the Customer is an eligible educational entity in the State of Ohio, and;

WHEREAS, the Provider through its technology center desires to provide to Customer and Customer desires to secure from Providers the Services detailed in this Agreement;

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

I. DEFINITIONS:

As used in this Agreement the following terms shall be defined as follows:

"Parties" shall mean the Customer and Provider collectively.

"Services" shall mean all of the duties and ministrations listed in Article III Performance of this Agreement and included on Schedule 1.

"User" shall mean a school or person authorized by a Customer to make use of the data services or equipment secured by Customer from Provider by this Agreement.

II. TERM AND TERMINATION

- A. This Agreement is effective for all services covered herein for the period of 07/01/2022 through 06/30/2025.
- B. Services provided through this Agreement will end 06/30/2025
- C. Upon a termination of the Agreement by the Customer prior to the end of the stated term, the Customer agrees to pay Provider for contractual obligations incurred by the Provider on behalf of Customer for the original three (3) year contract period.
- D. Provider reserves the right to discontinue Customer's access to the Provider's Service, terminate this Agreement and/or seek other legal or equitable relief for use of the Service that Provider deems to be in violation of the rules and regulations of the Ohio

State Board of Education or any other state or federal agency; or in violation of this Agreement; or local, state or federal, or international law; or are uncivil. For purposes of this Agreement, uncivil conduct includes, but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Provider's network and public networks including unauthorized access to the Internet.

III. SERVICE PERFORMANCE

- A. Provider shall furnish Customer IP Telephony services on a 24-hour-per-day, 7 day-per-week basis, and as further described in attached Exhibit A.
- B. Provider shall be responsible for the maintenance of the Service and any Provider-owned service equipment located on Customer premises ("Service Equipment"). Provider and its agents shall have the right at any time during normal business hours and with advanced notice to enter the Customer's premises (complying with the Customer's visitors policy) for the purpose of maintaining, inspecting, and testing the Service Equipment. Provider shall have the right to charge the Customer costs and expenses incurred in identifying and correcting any failure in Customer's facilities or equipment, or in repairing or replacing Provider's Service Equipment which has been damaged or rendered inoperable by reason of the Customer's actions or omissions, or the failure or inadequacy of Customer's equipment.

IV. CHARGES AND PAYMENT

- A. The price of this service for each of three (3) periods shall be the annual contract price for the service as prescribed in Schedule 1-a.
- B. Customer agrees to be solely responsible to Provider for all charges set forth on Schedule 1-a for the duration of the Agreement, regardless of the approval, denial and/or receipt of E-rate funding.
- C. Charges for the Services provided under this Agreement will be billed to Customer on an annual basis.
- D. Payment of all invoices sent shall be due within thirty (30) days of the invoice date.
- E. Late payments shall be subject to a service charge of one and one half percent (1 1/2%) of any and all unpaid balance unless expressly waived by the Provider in writing. Provider may at its sole discretion terminate or suspend the Services to any Customer whose payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for full payment. If the Customer's Service is suspended, Provider may charge a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to amounts due for unpaid balances and/or the above described service charges.

V. FORCE MAJEURE

Provider shall not be liable for any damages incurred as a result of the errors, omissions or negligence of Customer, its personnel, employees, agents or users. Provider shall not be liable for failure to perform if such failure is caused by acts of God, winds, fires, landslide, floods, droughts, famines, acts of public enemies, insurrection, military action, sabotage,

riots, or civil disturbances, failure of a utility or utility type service which is essential to the Provider's Service or other event(s) not reasonably within the control of the Provider.

VI. WARRANTIES AND LIMITATIONS ON LIABILITY

- A. The following defines Provider's entire liability with respect to claims arising in any way out of the provision of or failure to provide the Service set out in this Agreement; with respect to any breach of its contractual obligations arising under the Agreement; with respect to any errors, omissions, or negligence of Customer, its personnel, employees, agents or users; and any representations, statements, or tortious act or omission including negligence or gross negligence arising under or in connection with this Agreement (including any liability for the acts or omissions of its employees, agents, and subcontractors; subsequently referred to as the "Event of Default"). Provider shall not be liable, in respect of or arising out of an Event of Default or the performance, non-performance, or breach of its obligations under this Agreement, for any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation), including loss of profits, goodwill, revenue, data, or use, incurred by Customer or by any third party whether in an action in contract or tort, even if such damages were foreseeable or Provider had been advised of the possibility of such damages. Provider, from time to time, will be requested to provide consultation related to Service described within this Agreement. Provider will use reasonable efforts in this regard. Customer acknowledges and agrees that the limitation of liability shall apply to such consultation. Without derogating from the other provisions of this section and this Agreement, Provider's liability for damages for breach of this Agreement shall in no event exceed the amounts received by Provider under this Agreement.
- B. Customer warrants and represents that it will only utilize the Services provided for educational and educational administrative related activities on its premises.
- C. Provider reserves the right to discontinue Customer's access to the Provider's network and/or seek other legal or equitable relief for use of the Services that Provider deems to be in violation of the rules and regulations of any state or federal agency; or in violation of this Agreement; or in violation of municipal, state, federal or international law.

VII. INDEMNIFICATION

CUSTOMER AGREES TO INDEMNIFY AND HOLD PROVIDER, ITS GOVERNING BOARD MEMBERS, OFFICERS, MEMBERS, EMPLOYEES AND/OR AGENTS HARMLESS FROM ANY CLAIMS, SUITS, LIABILITY, LOSS, EXPENSES AND/OR DAMAGES, INCLUDING ALLEGED COPYRIGHT AND OTHER INTELLECTUAL PROPERTY CLAIMS, SUSTAINED BY ANY PERSON BY REASON OF ANY ACT OF CUSTOMER OR ITS USERS IN THEIR ACTIVITIES INVOLVING USE OF PROVIDER'S NETWORK.

VIII. TITLE AND OWNERSHIP

- A. Title to the Service Equipment shall irrevocably and under all circumstances remain with the Provider and its designees, and the Customer will take no action to knowingly compromise the rights, title, and interest of the Provider. The Customer's interest in the Services and Service Equipment is limited to non-exclusive use thereof on the Customer's premises.
- B. All written procedures and similar items utilized or developed in connection with this Agreement, residing with Providers, are not to be considered the property of Customer.

IX. CONFIDENTIALITY OF INFORMATION

- A. Provider shall exercise reasonable ordinary care in preserving and protecting the confidentiality of information furnished by Customer.
- B. Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.
- C. Except as required by law including but not limited to the Ohio public records laws, Customer agrees not to disclose any information or documentation obtained from Provider.

X. NOTICES

- A. All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

1. If to Provider:

Name: Matthew Gdovin
Address: 700 Graham Road
City/State/Zip: Cuyahoga Falls / Ohio / 44221
Phone: 330-926-3902
Facsimile: 330-926-3901
E-mail: Gdovin@neonet.org

2. If to Customer:

Name: Joy Howard
Address: 447 Richmond Rd
City/State/Zip: Richmond Heights / OH / 44143
Phone:

XI. GENERAL PROVISIONS

- A. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives. Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld.
- B. **Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall in not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.
- C. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.

- D. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.
- E. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- F. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.
- G. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- H. **Construction.** This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the word "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine and neuter genders include one another.
- I. **Compliance with Law.** Each Party agrees to comply with all local, state, and federal governmental laws and regulations applicable to the Services contemplated by this Agreement. To the extent that Customer seeks Provider's assistance with SLD inquiries with respect to FCC and E-Rate compliance requirements, Customer agrees to provide Provider copies of all SLD PIA inquiries within 3 days of receipt. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.
- J. **Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The Parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the Parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

Exhibit A

IP TELEPHONY SERVICES

This exhibit is hereby made part of the IP Telephony Services Agreement (the "Agreement") entered between Provider and Customer, as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

Charges will be incurred for only those Services for which a charge is shown below. Services will be rendered for the period of the Agreement unless otherwise stated below.

1. Services

The Services provided and their attendant costs are set forth on Schedule 1-a attached hereto and incorporated herein by reference.

2. Provider's Obligations

- a) Provider will plan and coordinate all activities incidental to the implementation of the IP Telephony connection.
- b) Provider will assume all responsibilities for the physical IP Telephony system.

3. Customer's Obligations

- a) Customer agrees to comply with equipment specifications defined by the provider for all components integral to the IP Telephony service.
- b) Customer will supply Provider with appropriate and sufficient space and electrical power to facilitate the IP Telephony service.

Schedule 1-a

Summary of Costs

This exhibit is hereby made a part of the Agreement by and between Provider and the Customer. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Provider will render Service to support a minimum of phones and voicemail as described in the details below. Increases in support are available up to a maximum 10% of phones at \$35.00 per year per additional phone.

Product name	Product or service description	Price	Quantity	Sum
Hosted Voice Service	Hosted voice service with support and upgrades - annual	29.00	143	4,147.00
Hosted Voice Mail Service	Hosted voice mail service with support and upgrades - annual	18.37	105	1,928.85
Adds - Moves - Changes	Adds moves and changes for phone service. - annual.	2.10	143	300.30
			Total (USD):	6,376.15

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of and legally bind Customer to this Agreement and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CUSTOMER: Richmond Heights Local Schools

Signature of Authorized Customer Representative

Date

Printed name of Authorized Customer Representative

Signature of Authorized Customer Representative

Date

PROVIDER: Northeast Ohio Network for Educational Technology

Signature of Officer or Manager for the Provider

Date

Matthew Gdovin

Printed name of Officer or Manager for the Provider

**Ohio Department of Education
Office of Integrated Student Supports**

**FOOD SERVICE MANAGEMENT COMPANY REQUEST FOR
PROPOSALS AND CONTRACT – COST REIMBURSABLE**

Is this the right contract for me?

Answer the questions below. A “yes” response to the questions below indicates that this is the appropriate contract for your organization. A “no” response to any of the questions below indicates that an individual from your organization should contact your assigned education program specialist (EPS) to discuss other meal purchasing options.

Yes	No	
X		I want a company to prepare and serve meals in my school(s).
X		I want the company to perform some or all of the following duties: ordering food/supplies; developing menus/recipes; collecting Income Eligibility Applications; counting the number of reimbursable meals served; maintaining the Benefit Issuance document; promoting school meal programs.
X		I expect the company to track its actual expenses and report those expenses on a monthly invoice.
X		I understand that in addition to actual expenses, the company may charge me a fee for its services.
X		I will develop specific, measurable criteria to judge the proposals. I will award the contract to the proposal that scores highest based on my criteria.
		I understand that I am required to advertise this opportunity in a newspaper prior to awarding the contract.

PROCUREMENT REGULATIONS

National School Lunch Program procurement requirements are found in 7 CFR 210.21. The summary below addresses some key points of the regulation:

- Full requirements are documented in 2 CFR 200, subpart D; 2 CFR 400; and 2 CFR 415.
- You are bound by the provisions of any contract you enter into, whether or not that contract resulted from a proper procurement process, **but** any costs incurred under a contract that does not meet the requirements of the regulation are unallowable costs.
- The Ohio Department of Education is not a party to any contract formed pursuant to this agreement.
- If you make any changes to this prototype document, you need to submit those changes to us for approval **prior to** beginning your solicitation process.
- SFAs and Vendors are required to comply with the “Buy American” provision by purchasing agricultural commodities and food products that are produced and processed in the United States.

Carefully read the attached instructions. Please contact your Program Specialist or call our office toll-free at 1-800-808-6325 if you have questions or need assistance.

Procurement resources are also available on our web site at education.ohio.gov

Ohio Department of Education Sample Food Service Management Company Request for Proposal/ Contract Cost Reimbursable

This Request for Proposal (RFP), also referred to as the "sample contract", is provided by the Ohio Department of Education, Office of Integrated Student Supports ("ISS") and is for use by school food authorities ("You") initiating a cost reimbursable contract with a food service management company (FSMC).

In general, federal regulations require ISS to approve any FSMC contracts. Any changes you make to this prototype contract must be approved in writing by ISS before the contract is executed. To comply with this requirement, you must submit this contract to ISS after you complete all necessary sections. You may release the contract for soliciting purposes after ISS reviews and approves the submitted sample contract.

All costs resulting from contracts that do not meet federal requirements are unallowable costs. If you fail to incorporate ISS's required changes to solicitation or contract documents, all costs resulting from the subsequent contract award are unallowable costs.

You must submit the following procurement documents to ISS and allow at least 5 business days for review and approval prior to executing the contract:

1. Proof of publication of public advertisement
2. List of FSMCs that received the solicitation/contract documents and all addenda issued (include date mailed/delivered)
3. A list of proposers in attendance at the pre-proposal meeting
4. Correspondence from proposers opting not to submit a proposal (or phone call documentation)
5. Scoring information for each proposal
6. Detailed cost information for each proposal
7. The sample contract with all attachments completed

After written notification from ISS that you may proceed with the award, you must provide ISS with an executed contract.

Federal regulations require ISS to review all contracts with FSMCs for program compliance. ISS is also required to review any amendments in extension years prior to their execution.

Contracts with a FSMC must be for 1 year (or less depending on start/end dates and services required). They may include up to 4 optional 1-year renewals.

ISS is not a party to this contract. ISS only reviews the contract to assure compliance with Federal and State procurement requirements. ISS does not review or judge the fairness, advisability, efficiency, or fiscal implications of the contract.

Where multiple SFAs have solicited a single consolidated proposal for a FSMC contract, an independent, ancillary or alternative Request for Proposal by one of those SFAs is permissible, provided the SFA engaging in an individual, ancillary, or alternative Request for Proposal ensures that the new solicitation will not conflict with, materially change, or otherwise interfere with the ability of proposers or SFAs to maintain or execute the consolidated proposal/contract.

Instructions and Guidance for Completing the Cost Reimbursable Contract

- Within the contract, items that require action by SFA are highlighted in green.
- Comments are included to help provide guidance in specific areas.
- Before advertising and distributing your RFP, email a copy (in MS Word format) to your EPS for review and approval. Approval takes 5-7 business days

**FOOD SERVICE
MANAGEMENT COMPANY**

**REQUEST FOR PROPOSAL
AND CONTRACT**

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General Information

A. Definitions. For purposes of this contract, the following definitions apply:

Applicable credits shall have the meaning established in 2 CFR 200 and USDA implementing regulations 2 CFR 400 and 415.

Contractor means a commercial enterprise, public or nonprofit private organization or individual that enters into a contract with a SFA.

Cost reimbursable contract means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed fee.

Fixed fee means an agreed upon amount that is fixed at the inception of the contract. In a cost reimbursable contract, the fixed fee includes the contractor's direct and indirect administrative costs and profit allocable to the contract. The fixed fee can be expressed either as a fixed amount or as a cost per meal.

Food service management company means a commercial enterprise, nonprofit organization, or public institution that is, or may be, contracted with by a recipient agency to manage any aspect of a recipient agency's food service, in accordance with 7 CFR 210, 225, or 226.

ISS means the Ohio Department of Education, Office of Integrated Student Supports

Nonprofit school food service account means the restricted account in which all of the revenue from all food service operations conducted by SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.

School food authority means the governing body which is responsible for the administration of one or more schools; and has the legal authority to operate the Program therein or be otherwise approved by FNS to operate the Program.

B. Intent. This solicitation is for the purpose of entering into a contract for the operation of a food service program for Richmond Heights LSD (045699) hereinafter referred to as School Food Authority (SFA).

The proposer will be referred to as Food Service Management Company (FSMC), and the contract will be between FSMC and SFA.

C. Procurement method. Procurement shall be executed through submission of sealed proposals.

D. Pre-proposal conference.

A meeting with interested proposers to review the specifications; to clarify any questions; and for a walk-through of the facilities with school officials will be held on **5/17/2022 at 2:30 pm with Assistant Superintendent Marnisha Brown** brown.marnisha@richmondheightsschools.org

Location: 447 Richmond Road, Richmond Heights, Ohio 44143. Attendance is **required**.

- 1. Questions for pre-proposal conference.** Submit questions regarding the RFP in writing by 12 Noon EST on 5/9/2022 to Cooper Martin via martin.cooper@richmondheightsschools.org. SFA will acknowledge receipt of questions no later than 5 pm EST on 5/10/2022.

Note: Mr. Martin is unavailable 5/12 through 5/23....

Marnisha Brown may be reached during this time via brown.marnisha@richmondheightsschools.org

- Questions submitted prior to the Pre-Proposal Conference will be answered at the Pre-Proposal Conference.
- Questions from the floor at the Pre-Proposal Conference must also be presented in writing. These questions may or may not be answered at the Pre-Proposal Conference.

c. All questions presented at the Pre-Proposal Conference will be answered in writing after the meeting and sent to all individuals that signed in at the Pre-Proposal Conference.

2. **Written communication** will override any verbal communication that takes place during the process between any FSMC and SFA.

E. Proposal submission and award.

1. Proposals are to be submitted by Noon EST on May 20, 2022:

Name of Agency: **Richmond Heights Local School District**
 Mailing Address: 447 Richmond Road
 Physical Address: 447 Richmond Road
 City/State/Zip: Richmond Heights, OH 44143

Proposals will not be accepted after this time. Proposal is to be submitted in an envelope marked **Food Service Management Proposal**. SFA reserves the right to retain all proposals for a period of at least sixty (60) days.

2. Evaluation of proposals is expected to begin on May 23, 2022 and be completed by May 25, 2022. Negotiations with selected FSMC will begin following evaluation. The projected award date for the contract is May 31, 2022. These dates are subject to change based upon the number and nature of received proposals, ISS approval process, and any unforeseen factors.
3. SFA reserves the right to waive minor irregularities or informalities in the proposal process and to reject any or all proposals if deemed to be in the best interest of SFA.
4. To be considered, each proposer must submit a complete response to this solicitation **using the forms provided**. There may be no material modification to the contract language.
5. Award shall only be made to a responsible proposer whose proposal is responsive to this solicitation. A responsible proposer is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation.
6. Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals; failure to do so will be at the proposer's own risk, and he or she cannot secure relief on the plea of error. SFA is not liable for any cost incurred by the proposer prior to the signing of a contract by all parties. Paying FSMC from the Child Nutrition Program (CNP) funds is prohibited until the contract is signed.

If additional information is required, please contact Cooper Martin at martin.cooper@richmondheightsschools.org prior to 5/11/2022 and Marnisha Brown brown.marnisha@richmondheightsschools.org 5/12/2022 through 5/20/2022.

F. Late proposals. Any proposal received after the exact time specified for receipt in Section E will not be considered.

G. Award criteria.

Proposals will be evaluated by a committee against the following criteria. Each area of the award criteria must be addressed in detail in the proposal.

Weight		Criteria
40	points	Cost – Bid Price
15	points	Examples of Strategies for increasing past participation/Menu Planning/Student Involvement in meal selection.
15	points	Management: Onsite Manager/Regional Management and Support/HR support for kitchen staff employment
10	points	Innovation and Marketing Plan
15	points	Business Process/Financial Reporting/Benchmarks for performance, etc.

5	Points	3 refererices comparable to total enrollment of 1,000 students and 2 buildings
100	points	TOTAL

H. Awarded contract.

1. **ISS Review.** 7 CFR 210.19 requires ISS to review each contract between any SFA and FSMC annually to ensure compliance with program regulations. Regulations require ISS's approval of each contract and renewal year amendment before the contract is executed. ISS is not a party to any contractual relationship between any SFA and FSMC. ISS is not obligated, liable, or responsible for any action or inaction taken by any SFA or FSMC based on this contract. ISS's review of the contract is limited to assuring compliance with federal and state procurement requirements. ISS does not review or judge the fairness, advisability, efficiency, or fiscal implications of the contract.

All costs resulting from contracts that do not meet the requirements of 7 CFR 210 are unallowable nonprofit school food service account expenses. When SFA fails to incorporate ISS required changes to solicitation or contract documents, all costs resulting from the subsequent contract award are unallowable charges to the nonprofit school food service account.

2. Prohibited Items.

- a. No firm, corporation, or individual shall blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee, mechanic, or laborer, discharged from or voluntarily leaving the service of such company, corporation, or individual, with intent and for the purpose of preventing such employee, mechanic, or laborer from engaging in or securing similar or other employment from any other corporation, company, or individual.
- b. FSMCs may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving a FSMC. This prohibition would be effective in any situation where SFA conducts its own procurement or where FSMC procures products on behalf of SFA (reference FNS Instruction 1998-SP-25).

3. **Execution.** After the complete RFP/contract is approved by ISS, the contract must be signed by all local parties. Changes or amendments are not valid unless approved in writing by ISS prior to execution.

Standard Terms and Conditions

I. Scope and Purpose

- A. **Duration of Contract.** This contract shall be for a period of up to one (1) year, beginning on July 1, 2022 and ending on June 30, 2023 with four (4) renewals of one (1) year each with mutual agreement between SFA and FSMC.
- B. **Independent contractor.** FSMC shall be an independent contractor and not an employee of SFA. The employees of FSMC are not employees of SFA.
- C. **Permanent agreement.** FSMC shall operate in conformance with SFA's Permanent Agreement/Policy Statement with ISS.
- D. **Scope of operations.** Only the programs checked below will be included in the awarded contract. The programs checked below shall be the same as those listed in Attachment 2. If a program is added later, the appropriate procurement procedures must be followed.

- | | |
|--|---|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) | <input type="checkbox"/> A la carte Sales |
| <input checked="" type="checkbox"/> School Breakfast Program (SBP) | <input type="checkbox"/> Adult Meals |
| <input type="checkbox"/> After School Care Snack Program (ASCSP) | <input type="checkbox"/> Catering |

Summer Food Service Program (SFSP)

Contract Meals

Special Milk Program (SMP)

Vending/Concessions

FSMC shall have the exclusive right to operate the above program(s) at the sites specified by SFA in Attachment 2.

- E. Program beneficiaries.** The food service provided shall be operated and maintained as a benefit to SFA's students, faculty, and staff.
- F. Nonprofit food service account.** All income accruing as a result of payments by children and adults, federal reimbursements, and all other sources (including, but not limited to, donations, special functions, catering, a la carte sales, vending, concessions, contract meals, grants, and loans) shall be deposited daily in SFA's nonprofit food service account. Any profit or guaranteed return shall remain in SFA's nonprofit food service account. SFA shall retain control of the CNP nonprofit food service account and overall financial responsibility for the CNP.
- G. Nature of contract.** 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 United States Department of Agriculture (USDA) Regulations 7 CFR 210.16(c) and 2 CFR 200.
- H. Responsibility for program.** 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 ISS and USDA regarding each of the CNPs covered by this contract.
- I. Establishing prices.** SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals, milk, and a la carte sales (including vending, adult meals, contract meals, and catering).
- J. Additional services.** FSMC shall provide additional food service such as banquets, parties, and refreshments for meetings as requested by SFA. USDA Foods shall not be used for these special functions unless SFA's students will be primary beneficiaries. SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after SFA's regularly scheduled lunch or breakfast periods, provided such service is not prohibited by federal program regulations. Any additional food service that is a material change to the contract and/or involves a total cost of \$150,000 or more must be approved by ISS and be competitively procured.
- K. Nutrition education.** FSMC shall cooperate with SFA in promoting nutrition education and coordinating SFA's food service with classroom instruction.
- L. Regulatory compliance.** FSMC shall comply with the rules, regulations, policies, and instructions of ISS and USDA and any additions or amendments thereto, including 7 CFR 210, 220, 225, 245, and 250, as well as 2 CFR 200, 400, and 415 as applicable.
- M. Allowable costs.**
1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to SFA.

When submitting costs to SFA for payment, FSMC must either:
 - a. Identify the amount of the cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit food service account); or
 - b. Exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment. With this option, records management processes must be established that maintain the visibility and transparency of unallowable costs, including directly associated costs, in a manner suitable for contract cost determination and verification.
 2. FSMC's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and OMB cost circulars.

3. SFA must receive the full value of all USDA Foods, i.e., credits or reductions of FSMC costs. Specific requirements for USDA Foods are discussed further in section V of this document.
 4. FSMC must individually identify the amount and nature of each discount, rebate and other applicable credit on bills and invoices presented to SFA for payment. SFA will require FSMC to report this information monthly. FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.
 5. FSMC must maintain documentation of costs, discounts, rebates, and other applicable credits, and must furnish such documentation upon request to SFA, ISS, or USDA.
 6. No expenditure may be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of FSMC's actual net allowable costs.
- N. Food service staff.** FSMC shall provide necessary staff to manage the food service operations as proposed and supervise all employees.
- O. Special dietary needs.**
1. FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' *Individual Educational Plans (IEPs)* or 504 Plans. A licensed physician's statement must accompany any school meal accommodation requirements for students with disabilities.
 2. Students with conditions not meeting the definition of disability but who are unable to consume regular meals because of medical or other special dietary needs will also be accommodated (or not accommodated) per the district decision. 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 USDA. Such statement shall be signed by a medical doctor or a recognized medical authority.
 3. There will be no additional charge to the student for meals of which substitutions have been accommodated per this section of the contract.
- P. Dates of operation.** SFA will make the final determination of the opening and closing dates of all sites, if applicable.
- Q. Gifts from FSMC.** SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors.
- R. Payment terms.** FSMC shall invoice SFA at the end of each month for amounts due based on on-site records. SFA shall make payments within 30 business days of the invoice date. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.
- S. Changes/amendments.** Once approved by ISS, any further changes or amendments to this contract must be approved by ISS prior to execution.
- T. Escalator provision.** For any renewal of an agreement, the compensation to the FSMC (i.e. management and/or administrative fees) shall be agreed upon with mutual written consent between the FSMC and the SFA, provided that any increase in compensation shall not exceed the CPI-U, Food Away from Home index (MM1)

II. Designation of Program Expenses

- A. FSMC guarantees to SFA that FSMC shall be responsible for the expenses as checked under Column I. FSMC shall be responsible for negotiating/paying all employee fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll. FSMC shall factor these expenses into the fees that will be billed to SFA. SFA shall pay directly for the expenses as checked under Column II. Any expenses that will be not applicable to the contract shall be marked with N/A.

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA)
LABOR/BENEFITS:		

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA)
Managers and/or Supervisors	X	
Full and Part-time Workers	X	
FOOD:		
USDA Foods		
Handling and Processing Charges	X	
Commercial Distribution Charges	X	
Other Foods	X	
OTHER EXPENSES:		
Equipment – Major		
Original Purchase	X	X
Routine Maintenance	X	X
Major Repairs	X	X
Replacement	X	X
Equipment – Minor (trays, tableware, glassware, utensils)		
Original Purchase	X	
Replacement	X	
Cleaning/Janitorial Supplies	X	
Laundry and Linen	X	
Office Materials	X	
Paper/Disposable Supplies	X	
Pest Control	X	
Postage	X	
Printing	X	
Product Testing	X	
Promotional Materials	X	
Telephone		
Local	X	
Long Distance	X	
Expenses incurred to maintain the point of service count (i.e. the cost of tickets, tokens, and/or point of sale system)	X	
Training	X	
Transportation of meals	N/A	
Trash Removal		
From Kitchen	X	
From School Premises	X	
Vehicles		X

III. Signature Authority

- A. SFA shall retain signature authority for the application/agreement, free and reduced-price policy statement, programs indicated in Section I.D, and the monthly claim for reimbursement. (7 CFR §210.9(a) and (b) and 7 CFR 210.16(a)(5))

IV. Free and Reduced Price Meals Policy

- A. **Eligibility roster.** SFA shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster. SFA is ultimately responsible for assuring the accuracy of this roster.
- B. **Point of service count.** FSMC shall conduct an accurate point-of-service count using the counting system submitted by SFA and approved by ISS in the annual contract between SFA and ISS as required under USDA regulations. Any counting system must eliminate the potential for overt identification of free and reduced price eligible students. (7 CFR 245.8)
- C. **Eligibility application.** SFA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced Price Meals; Direct Certification; and determination of eligibility for free or reduced price meals. FSMC may act as an agent for SFA related to these responsibilities.
- D. **Eligibility hearings.** SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced price meals.
- E. **Verification of eligibility.** SFA shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations. FSMC may act as an agent for SFA related to verification of applications.

V. USDA foods

- A. **Use for SFA's benefit.** Any donated foods received by SFA and made available to FSMC must accrue solely to the benefit of SFA's CNPs, and shall be fully utilized therein. Donated foods shall be considered received when the foods arrive at the school kitchen, SFA storage facility, or FSMC storage facility in either raw form or in processed end products. FSMC shall have records available to substantiate that the full value of all donated foods is used solely for the benefit of SFA.
- B. **Title.** SFA shall retain title to all donated foods and the selected FSMC will conduct all activities relating to donated foods for which it is responsible in accordance with 7 CFR 210, 220, 225, 226, and 250 as applicable.
- C. **Acceptance of foods.** FSMC shall accept and use donated foods in as large quantities as may be efficiently utilized in SFA's nonprofit food service, subject to approval of SFA. SFA shall consult with FSMC in the selection of donated foods; however, the final determination as to the acceptance of donated foods must be made by SFA.
- D. **Storage and inventory.** FSMC will comply with all storage and inventory requirements for donated foods. FSMC will ensure that its system of inventory management will not result in SFA being charged for donated foods.
- E. **Specific use requirements.** FSMC will use all donated ground beef and ground pork products, and all processed end products, without substitution, in SFA's food service. FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in SFA's food service.
- F. **Recordkeeping.** FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of donated foods in accordance with 7 CFR 250.54(b). Failure by FSMC to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of donated foods.
- G. **Negligence.** FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.
- H. **Processing contracts.** FSMC is prohibited from entering into any processing contracts utilizing donated foods on behalf of SFA. Selected FSMC agrees that any procurement and/or utilization of end products by selected FSMC on behalf of SFA will be in compliance with the requirements in subpart C of 7 CFR 250 and with the provisions of SFA's processing agreements.
- I. **Discounts, rebates, refunds.** SFA must receive all discounts or rebates for donated foods purchases made on its behalf. All refunds received from processors must be retained in the nonprofit food service account.
- J. **Credit for food value.** FSMC must credit SFA for the value of all donated foods received for use in SFA's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods

contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). The donated foods will be credited using (select one) entitlement value. Credits will be reported on the monthly invoice from FSMC.

- K. Reconciliation.** Year-end reconciliation shall be conducted by SFA to ensure and verify correct and proper credit has been received for the full value of all donated foods used by FSMC during the fiscal year. SFA reserves the right to conduct donated foods credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250. If any adjustments are necessary, SFA is responsible for assuring such adjustments are made.
- L. Review of records.** The distributing agency, sub-distributing agency, SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of FSMCs food service operation, including the review of records, to ensure compliance with the requirements for the management and use of donated foods;
- M. Contingency for extension or renewal.** Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

VI. Food Safety

- A. Inspection requirements.** SFA shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met by FSMC preparing or serving meals at any SFA facility.
- B. Outside facility requirements.** FSMC shall maintain state and/or local health certifications for any facility outside SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under USDA Regulations 7 CFR 210.16(c) and shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met in its facilities.

VII. Meals

- A. Schedule.** FSMC shall serve meals on such days and at such times as requested by SFA
- B. SFA responsibility.** SFA shall retain control of the quality, extent, and general nature of the food service.
- C. Free, reduced, and paid.** FSMC shall offer free, reduced price, and full price reimbursable meals to all eligible children participating in the programs indicated in Section I.D.
- D. Meal pattern.** FSMC shall provide meals and à la carte items that satisfy the meal pattern requirements as defined in applicable program regulations (7 CFR 210, 220, 225, 226).
- E. Participation.** FSMC shall promote efforts to increase participation in the child nutrition programs.
- F. Scope of services.** FSMC shall provide the specified types of service in the schools/sites listed in Attachment 2, which is a part of this contract.
- G. Authorized sales.** FSMC shall sell on the premises only those foods and beverages authorized by SFA and only at the times and places designated by SFA.
- H. Meals not meeting requirements.** No payment will be made to FSMC for meals that are spoiled or unwholesome at the time of delivery; do not meet detailed specifications as developed by SFA for each food component in the meal pattern; or do not otherwise meet the requirements of this contract.
- I. Adult meals.** Adult meal charges must be established in accordance with FNS Instruction 782-5, Pricing of Adult Meals in the National School Lunch and School Breakfast Programs. Pricing must include overall cost of the meal including the value of any USDA Foods used to prepare meals.

VIII. Books and Records

- A. **Reporting to SFA.** FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by SFA no later than the tenth calendar day succeeding the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the fifth working day succeeding the month in which services were rendered. SFA shall perform edit checks on the participation records provided by FSMC prior to the preparation and submission of the claim for reimbursement.
- B. **Allowable expenses.** FSMC shall maintain on-site records to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.
- C. **Year-end statement.** FSMC shall provide SFA with a year-end statement.
- D. **Review of records.** Books and records of FSMC pertaining to the contract shall be made available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives or auditors. If audit findings regarding FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. (7 CFR 210.9(b)(17) and 2 CFR 200.333)
- E. **Federally required records.** FSMC shall not remove federally required records from SFA premises upon contract termination.

IX. Employees

- A. **Designation of employer.** Attachment 7 ("Labor Worksheet, SFA Employees") designates those employees who shall be retained by SFA and those subject to employment by FSMC.
- B. **Staffing plan.** FSMC shall provide SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal on Attachment 8. Specific locations and assignments will be provided to SFA two full calendar weeks prior to the commencement of operation.
- C. **Site Manager.** SFA shall have final approval regarding the hiring of FSMC's site manager. Any site manager proposed by FSMC must meet the minimum hiring qualifications for School Nutrition Program Directors set forth in the USDA Final Rule: Professional Standards for School Nutrition Programs Personnel as Required by the Healthy, Hunger-Free Kids Act of 2010.
- D. **Professional standards.**
 - 1. FSMC shall ensure that all FSMC employees and all SFA hourly employees complete continuing education training as required under the USDA Final Rule: Professional Standards for School Nutrition Programs Personnel as Required by the Healthy, Hunger-Free Kids Act of 2010.
 - 2. FSMC shall determine annual continuing education requirements for all FSMC employees and all SFA hourly employees.
 - 3. FSMC shall maintain records documenting completion of continuing education training for all FSMC employees and all SFA hourly employees.
 - 4. Any SFA management employee responsible for the overall administration of the program shall complete and document their own required continuing education training.
- E. **Wage and hour requirements.** FSMC shall comply with all wage and hours of employment requirements of federal and state laws. 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, except the site manager. FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of FSMC.

- F. **Workers' compensation.** FSMC shall provide Workers' Compensation coverage for all its employees.
- G. **SFA policies.** FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's premises as established by SFA and which are furnished in writing to FSMC.
- H. **Staffing patterns.** Staffing patterns, except for the site manager, shall be mutually agreed upon.
- I. **Facilities.** SFA shall provide sanitary toilet and hand washing facilities for the employees of FSMC.
- J. **Removal of employees.** SFA may request, in writing, the removal of any employee of FSMC who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state, or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff without disruption of service.
- K. **Emergency procedures.** All SFA and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire safety devices in the kitchen and cafeteria areas.
- L. **Background check.** SFA will require FSMC to perform a criminal background check on any of FSMC employee that will be working at SFA and disclose results to SFA.

X. Monitoring

- 1. **SFA observation.** SFA shall monitor the food service operation of FSMC through periodic on-site SFA school building visits to ensure that the food service is in conformance with USDA program regulations (7 CFR 210.16). Further, if there is more than one school site, there is an additional requirement that SFA conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR 210.8.
- 2. **Review of records.** The records necessary for SFA to complete the required monitoring activities must be maintained by FSMC under this contract and must be made available to the Inspector General, USDA, ISS, and SFA upon request for the purpose of auditing, examination, and review.
- 3. **SFSP sites.** If applicable, SFA, as an SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for preapproval and during operation of the program.

XI. Menus

- A. **Advisory group.** SFA shall establish and FSMC shall participate in the formation, establishment, and periodic meetings of an SFA advisory board composed of students, teachers, and parents to assist in menu planning. (7 CFR 210.16(a)(8))
- B. **Menu development.** FSMC shall develop menus for all programs.
- C. **Menu cycle.** FSMC must comply with the agreed upon menus included in the proposal document for the first 21 days of program operation. Any changes made by FSMC after the initial menu cycle may be made only with the approval of SFA. SFA shall approve the menus no later than two weeks prior to service (7 CFR 210.16(b)(1)). FSMC must also comply with the Minimum Food Specifications in Attachment 5 for all programs.

XII. Use of Facilities, Inventory, Equipment, and Storage

- A. **Use of space.** SFA will make available, without cost or charge to FSMC, area(s) of the premises agreeable to both parties in which FSMC shall render its services.
- B. **Beginning and ending inventory.** Prior to the start of initial operations, FSMC and SFA will take a beginning inventory of all usable food, supplies, and USDA Foods on the premises. FSMC will utilize such inventory at a value determined by invoice. On termination of the Contract, FSMC and SFA will take a similar inventory. If the value of the ending inventory is greater than the beginning inventory, the difference shall be added to FSMCs Cost of Business and if lesser, the difference shall be subtracted from FSMCs Cost of Business.

- C. **Supplies and equipment.** FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation at the inventory level as specified by SFA. SFA will replace expendable equipment and replace, repair, or maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of FSMC.
- D. **Keys.** FSMC shall provide SFA with one set of keys for all food service areas secured with locks.
- E. **Regulatory compliance.** 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.
- F. **Equipment or utility malfunction.** 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 FSMC.
- G. **SFA equipment.** All food preparation and serving equipment owned by SFA shall remain on the premises of SFA.
- H. **FSMC equipment.** FSMC shall notify SFA of any equipment belonging to FSMC on SFA premises within 10 days of its placement on SFA premises. SFA shall not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.
- I. **Access to facilities.** SFA shall have access, with or without notice, to all of SFA's facilities used by FSMC for the purposes of inspection and audit.
- J. **Use of facilities other than for programs.** FSMC shall not use SFA's facilities to produce food, meals, or services for other organizations without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement which stipulates the fees to be paid by FSMC to SFA for such facility usage.
- K. **Return of equipment.** FSMC shall surrender to SFA, upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear expected.

XIII. Purchases

- A. **FSMC acting as agent.** If FSMC is procuring goods or services which are being charged to SFA under the contract, FSMC is acting as an agent for SFA and must comply with federal procurement regulations (2 CFR Part 200, 2 CFR Part 400 and 7 CFR Part 210.21). FSMC may not serve as a vendor for any procurement conducted as an agent of SFA. Any rebates, discounts, or commissions associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to SFA.
- B. **Food specifications.** Any purchase of food must meet the specification listed in Attachment 5.
- C. **Equipment investment.** FSMC **may** purchase equipment for the food service program.
 1. The equipment purchase may be up to but may not exceed \$10,000. FSMC must comply with federal procurement regulations (2 CFR Part 200, 2 CFR Part 400 and 7 CFR Part 210.21) and may not serve as a vendor for any procurement conducted on behalf of SFA. SFA shall repay at the rate specified when the equipment was purchased, which shall be charged to SFA as an operating expense of the food service program. Ownership of the investment will vest in SFA upon full payment of the purchase price to FSMC. Upon such payment, FSMC shall deliver a bill of sale evidencing transfer of title to the equipment to SFA.
 2. If the contract expires or is terminated prior to the complete repayment of the investment, SFA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this Agreement, either: reimburse FSMC the unpaid portion of the investment; deliver the equipment or other items funded by the investment to FSMC; or elect to continue to pay FSMC at the rate specified when the equipment was purchased until the balance of the investment is repaid.
 3. SFA must obtain prior approval from ISS for the purchase of any equipment (as defined in 2 CFR § 200.33) unless such equipment is included on a pre-approved equipment list published by ISS and such list is effective at the time of purchase.

XIV. Sanitation

- A. Trash removal.** FSMC shall place garbage and trash in containers in designated areas as specified by SFA. SFA shall remove all garbage and trash from the designated areas.
- B. Cleaning of service areas.** FSMC shall clean the meal production and service areas used to provide the services detailed on Attachment 2.
- C. General care.** FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- D. Ventilation hoods.** SFA shall clean ducts and hoods above the filter line. FSMC shall clean hood filters.
- E. Local and state requirements.** FSMC shall comply with all local and state sanitation requirements in the preparation of food.

XV. Licenses, Fees, and Taxes

- A. Taxes.** FSMC shall be responsible for paying all applicable taxes and fees, including (but not limited to) excise tax, state and local income tax, payroll and withholding taxes for FSMC employees. FSMC shall hold SFA harmless for all claims arising from payment of such taxes and fees.
- B. Licenses.** FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. SFA rules.** FSMC shall comply with all SFA building rules and regulations.

XVI. Emergency Closing

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

XVII. Terms, Nonperformance, and Termination

- A. Remedies for nonperformance.** In the event of FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, SFA shall have the right to pursue all administrative, contractual, and legal remedies against FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
- B. Fiscal penalties.** FSMC shall reimburse SFA for the full amount of any fiscal penalties resulting from adjusted or disallowed claims which are attributable to FSMC's negligence, including those fiscal penalties based on reviews or audit findings that occurred during the effective dates of original and renewal contracts.
- C. Force Majeure.** Neither FSMC nor 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, flood, acts of God, or for any acts not within the control of FSMC or SFA, respectively, and which, by the exercise of due diligence, it was unable to prevent.
- D. Termination for cause.** In the event either party commits a material breach, including, but not limited to, violation of program regulations, the non-breaching party may terminate this agreement for cause by giving 60 days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.

- E. **Termination for convenience.** At any time, because of circumstances beyond the control of SFA as well as FSMC, FSMC or SFA may terminate the contract by giving 60 days written notice to the other party.
- F. **Contract authority.** SFA is the responsible authority without recourse to USDA or ISS to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to: source evaluation, protests, disputes, claims, or other matters of a contractual nature. Matters concerning violations of the law will be referred to the local, state, or federal authority that has proper jurisdiction.

XVIII. Trade Secrets and Proprietary Information

- A. **FSMC trade secrets.** During the term of the Agreement, FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC), and similar compilations regularly used in FSMC's business operations (trade secrets). SFA shall not disclose any of FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of FSMC. All trade secrets and other confidential information shall remain the exclusive property of FSMC and shall be returned to FSMC immediately upon termination of the Agreement. Without limiting the foregoing and except for software provided by SFA, SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to FSMC and not SFA. Furthermore, SFA's access or use of such software shall not create any right, title interest, or copyright in such software and SFA shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive the termination of the Agreement.
- B. **Right to inventions.** Any discovery, invention, software, or programs paid for by SFA shall be the property of SFA to which ISS and USDA shall have unrestricted rights including copyrights.

XIX. Insurance

- A. **Required coverage.** [MM2] FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Ohio. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of the award. The information below must be completed by SFA.
 1. **Comprehensive General Liability – includes coverage for:**
 - a. Premises – Operations
 - b. Products – Completed Operations
 - c. Contractual Insurance
 - d. Broad Form Property Damage
 - e. Independent Contractors
 - f. Personal Injury

\$1,000,000 Combined Single Limit
 2. **Automobile Liability: \$1,000,000 Combined Single Unit**
 3. **Workers' Compensation: Statutory; Employer's Liability: \$1,000,000**
 4. **Excess Umbrella Liability: \$10,000,000 Combined Single Unit**
- B. **SFA as additional insured.** SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. FSMC must provide a waiver of subrogation in favor of SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.

- C. **Notice to SFA.** The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect. SFA may ask for proof of such direction in the form letter from the insurance company.

XX. Certifications and assurances

- A. **Energy efficiency.** FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (P.L.94-163, 89 Stat. 871).
- B. **Contract Work Hours and Safety Standards Act.** 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 Department of Labor regulation, 29 CFR 5.
- C. **Equal employment opportunity.** FSMC shall comply with Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR 60.
- D. **Civil rights compliance.** FSMC hereby agrees that it will comply with:
- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
 - B. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
 - C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
 - D. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
 - E. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
 - F. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
 - G. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
 - H. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
 - I. Food and Nutrition Service (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 the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
 - J. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, FSMC agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel 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 FSMC, 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 on this contract are authorized to sign this assurance on behalf of FSMC.

- E. Buy American.** FSMC shall comply with the *Buy American Provision* (7 CFR 210.21(d)) for contracts that involve the purchase of food.
1. FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
 2. FSMC shall seek approval of SFA before purchasing foods under an exception to the Buy American provision and maintain documentation of any such purchases that must include, at a minimum:
 - a. the non-domestic product that was purchased
 - b. the date of the purchase
 - c. the reason for the exception
 - d. any efforts made to find alternate sources or substitute domestic products
 3. SFA may review vendor purchase records to ensure compliance with the Buy American provision.
- F. Independent price determination.** FSMC has signed the *Certification of Independent Price Determination*, Attachment 13, which was attached as an addendum to FSMC's proposal and which is incorporated herein by reference and made a part of this contract.
- G. Disbarment, suspension, ineligibility, and Voluntary Exclusion.** FSMC 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.
- H. Clean Air Act.** FSMC shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- I. Lobbying certification.** FSMC has signed the Lobbying Certification, Attachment 14, which was attached as an addendum to FSMC's proposal and which is incorporated and made a part of this contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, *Disclosure Form to Report Lobbying*, (Attachment 15), or will complete and submit as required in accordance with its instructions included in Attachment 15.
- J. Copeland Act.** FSMC shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR 3).
- K. Davis-Bacon Act.** FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR 5).
- L. Other pertinent laws.** FSMC shall comply with all other pertinent state and federal laws.

XXI. Miscellaneous

- A. Proposal specifications.** FSMC shall comply with the provisions of the proposal specifications, which are hereby in all respects made a part of this contract including all agreed to negotiations between SFA and selected FSMC which have been approved in writing by ISS.
- B. Subcontracting prohibited.** No provision of this contract shall be assigned or subcontracted without prior written consent of SFA.
- C. Waiver of claim.** No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.

- D. Best commercial practices.** 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 SFA are to be used.
- E. Claims for adjustment.** Payments on any claim shall not preclude SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and proposal specifications.
- F. Program review findings.** SFA shall be responsible for ensuring the resolution of program review and audit findings.
- G. ISS Review.** This contract is subject to review and approval by ISS.
- H. Indemnification.** Except as otherwise expressly provided in this contract, FSMC will defend, indemnify, and hold SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise because of the sole negligence, misconduct, or other fault of the FSMC, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of SFA, its employees or agents. This clause shall survive termination of the Agreement.
- I. Financial soundness.** SFA and FSMC shall work together to ensure a financially sound operation.
- J. Assumptions.** Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, the contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.
 1. SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
 2. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall remain materially consistent throughout the year.
 3. Usable USDA Foods, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year will continue to be available.
 4. The government reimbursement rates in effect shall remain materially consistent throughout the year.
 5. Meal components and quantities required for applicable CNPs remain consistent with prior years.
 6. Service hours, service requirements, and type or number of facilities selling food and/or beverages on SFA's premises shall remain materially consistent throughout the year.
 7. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
 8. The projected number of full feeding days is: 178.
 9. SFA revenue credited to the nonprofit food service program shall include all state and federal amounts received specifically for child nutrition operations.

The term materially consistent shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

XXII. Summer Food Service Program

N/A – No other sites

AGREEMENT PAGE

By submission of this proposal, FSMC certifies 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; and that it shall operate in accordance with all current program regulations.

Furthermore, consistent with Section I.Q of this RFP, FSMC certifies that it has not exchanged any gratuities, favors, nor anything of monetary value with SFA and that this proposal is made without prior understanding, agreement, or connection with any other offeror submitting a proposal for the same type of service, and is in all respects fair and without collusion or fraud. FSMC agrees to abide by all terms and conditions of this RFP and certifies that the person below is authorized to sign the RFP on behalf of FSMC.

FSMC NAME: AVI Foodsystems, Inc.

FSMC ADDRESS: 2590 Elm Road NE

Warren, OH 44483

Jeremy Van Ness
SIGNATURE (Of authorized representative):

May 23, 2022
Date:

PRINT NAME: Jeremy VanNess

TITLE: Vice President for Finance and CFO

PHONE: 330.372.6000

E-MAIL: jvanness@avifoodsystems.com

(SFA will complete section below this line)

Awarding of the Contract:

In accepting this proposal and awarding this contract, SFA certifies that the SFA's officers, employees or agents have not taken any action which may have jeopardized the independence of the proposal referred to above and that SFA will operate in accordance with program regulations.

SFA by signing below is awarding the contract for this RFP to the proposer. This proposal; all sections of the proposal; all terms and conditions; and all addendums, and attachments, including any additional addendums mutually agreed to by both SFA and proposer will be incorporated into this awarded contract.

The undersigned hereby accepts proposer's services as an FSMC as specified in this proposal for the period of July 1, 2022 through June 30, 2023.

SIGNATURE (Of authorized representative):

Date:

PRINT NAME: _Cooper Martin_

TITLE: __Treasurer_

LIST OF CONTRACT ATTACHMENTS

TITLE	ATTACHMENT	SFA ACTION REQUIRED	FSMC ACTION REQUIRED
Site/Building Listing - General Data	Attachment 1	X	
Site/Building Listing - Services to Be Provided	Attachment 2	X	
Site Average Daily Participation Worksheets	Attachment 3	X	
District Calendar	Attachment 4	X	
Minimum Food Specifications	Attachment 5	X	
Program Menus	Attachment 6	X	X
Labor Work Sheet, SFA Employees	Attachment 7	N/A	
Labor Work Sheet, FSMC Employees	Attachment 8		X
Fringe Benefit Cost Sheet, SFA Employees	Attachment 9	X	
Fringe Benefit Cost Sheet, FSMC Employees	Attachment 10		X
Projected Operations – Revenue	Attachment 11	X	
Projected Operations – Expenses	Attachment 12	USDA food values only	X
Independent Price Determination Certificate	Attachment 13	X	X
Lobbying Certification	Attachment 14		X
Disclosure of Lobbying Activities	Attachment 15		X
Unallowable SFA-FSMC Contract Document Provisions	Attachment 16	X	X

SFA SITE/BUILDING LISTING – GENERAL DATA

See Attachment 1: FY2021-22 Claims Report

DISTRICT CALENDAR

Attachment 2

MINIMUM FOOD SPECIFICATIONS

Meat/Seafood – All meat and poultry products must be government-inspected.

- Beef, lamb, and veal: USDA Choice or better.
- Pork: U.S. No. 1 or U.S. No. 2
- Poultry: USDA Grade A

Dairy Products – All dairy products must be government-inspected.

- Fresh eggs: US Grade A or better
- Frozen eggs: USDA – inspected
- Milk: pasteurized Grade A

Fruits and Vegetables

- Fresh fruits and vegetables: U.S. Grade A
- Canned fruits and vegetables: U.S. Grade A (fruit to be packed in light syrup or natural juices)
- Frozen fruits and vegetables: U.S. Grade A

Baked Products

- Bread, rolls, cookies, pies, cakes, and puddings either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements, as applicable

Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards

PROGRAM MENUS(MM5)

SAMPLE 21-DAY LUNCH MENU

Attach a sample 21-day lunch menu prepared by FSMC. This menu must be used for the first 21-days of the contract period.

SAMPLE 21-DAY BREAKFAST MENU

Attach a sample 21-day breakfast menu prepared by FSMC. This menu must be used for the first 21 days of the contract period.

SAMPLE 21-DAY SNACK MENU

Attach a sample 21-day snack menu prepared by FSMC. This menu must be used for the first 21 days of the contract period.

SAMPLE 21-DAY SUMMER FOOD SERVICE PROGRAM MENU

Attach a sample SFSP menu prepared by FSMC. This menu must be used for the first 21 days of SFSP operation.

LABOR WORKSHEET – FSMC
 (To be completed by FSMC for FSMC employees)
 Pay rates for the year 2022 - 2023

SITE OR SCHOOL	JOB TITLE	HOURLY RATE (\$)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE (\$)	Unemployment Compensation
Richmond Heights School District	Resident Director	\$28.85	8	260	60,000.00	
Richmond Heights Elementary	Cook	\$17.00	7.00	174	\$20,706.00	
Richmond Heights Elementary	Food Service Worker	\$15.50	5.75	173	\$15,418.63	
Richmond Heights High School	Cook	\$17.00	7	174	\$20,706.00	
Richmond Heights High School	Food Service Worker	\$15.50	5	173	\$13,407.50	
Richmond Heights High School	Food Service Worker	\$14.75	4	173	\$10,207.00	
Richmond Heights High School	Food Service Worker	\$14.75	4	173	\$10,207.00	
Total Labor					\$150,652.13	
Retirement					\$000:00	
Substitute Pay					\$000:00	

NOTE: Use actual rates for FSMC; do not use a prorated statewide average benefit rate.

PROJECTED OPERATIONS – REVENUE
FOR PROGRAMS AND SITES TO BE CONTRACTED

Based on 173 days of service

Page 1 - In-School Revenue

	Meals	x	Price	=	Total
Breakfast					
Elementary Full Price	10,380	x	\$0.00	=	\$
Secondary Full Price	12,283	x	\$ 0.00	=	\$
Reduced Price	13,667	x	\$ 0.00	=	\$
Adult	0	x	\$ 3.25	=	\$
Subtotal Breakfast					\$
Lunch					
Elementary Full Price	9,169	x	\$ 2.90	=	\$ 26,590.10
Secondary Full Price	10,899	x	\$ 3.10	=	\$ 33,786.90
Secondary Full Price 2	0	x	\$ 3.50	=	\$
Reduced Price	8,996	x	\$.40	=	\$ 3,598.40
Adult	1,211	x	\$ 3.25	=	\$ 3,935.75
Subtotal Lunch					\$ 67,911.15
After-School Care Snack					
Full Price		x	\$	=	\$
Reduced Price		x	\$	=	\$
Adult		x	\$	=	\$
Subtotal Snack					\$
Special Functions (Catering)					\$ 5,000.00
A la Carte					\$ 37,500.00
Concessions					\$
Vending					\$ 1,627.11
Contract Meals					\$
Non-Reimbursable Meals					\$
Total In-School Revenue					\$ 112,038.26

PROJECTED OPERATIONS – REVENUE
FOR PROGRAMS AND SITES TO BE CONTRACTED

Based on 173 days of service

Page 2 - Federal Reimbursement

	Meals	x	Price	=	Total
Breakfast					
Free	27,161	x	\$ 1.97	=	\$ 53,507.17
Free, Severe Need	21,625	x	\$ 2.35	=	\$ 50,818.75
Reduced Price	0	x	\$0.00	=	\$
Reduced Price, Severe Need	13,667	x	\$ 2.05	=	\$ 28,017.35
Full Price	22,663	x	\$.35	=	\$ 7,932.05
Subtotal Breakfast					\$ 140,275.32
Lunch					
Free	55,533	x	\$ 3.68	=	\$ 204,361.44
Reduced Price	8,996	x	\$ 3.28	=	\$ 29,506.88
Full Price	20,068	x	\$.37	=	\$ 7,425.16
Compliance Incentive	84,597	x	\$.07	=	\$ 5,921.79
Subtotal Lunch					\$ 247,215.27
After-School Care Snack					
Free	4,152	x	\$ 1.00	=	\$ 4,152.00
Reduced Price		x	\$	=	\$
Full Price		x	\$	=	\$
Subtotal Snack					\$ 4,152.00
Summer Food Service Program					
Breakfast	3,204	x	\$ 2.35	=	\$ 7,528.25
Lunch/Supper	4,249	x	\$ 3.51	=	\$14,913.99
Snacks		x	\$	=	\$
Subtotal SFSP					\$ 22,442.24
					\$
Total Federal Reimbursement					\$ 414,084.83

**PROJECTED OPERATIONS – REVENUE
FOR PROGRAMS AND SITES TO BE CONTRACTED**

Based on 173 days of service

Page 3 - Total Revenue

Total In-School Revenue	\$ 112,038.26
Total Federal Reimbursement	\$ 414,084.83
State Match	\$
State Breakfast Match	\$
Total State Reimbursement	\$ 4,800.00
Total Revenue	\$ 530,923.09

PROJECTED OPERATIONS – EXPENSES
FOR PROGRAMS AND SITES TO BE CONTRACTED

Based on 173 days of service
Page 1 - To be completed by FSMC

Food and Milk	
Food and milk purchases	\$ 214,001.51
USDA donated food value	██████████
USDA Bonus donated food value	██
USDA donated food Processing & Handling Charges	██
<hr/>	
Direct Labor and Benefits	
Food service worker salaries	\$ 150,652.13
Food service worker benefits	\$ 61,981.00
<hr/>	
Other Direct	
Paper/disposables	\$ 11,734.00
Cleaning/janitorial supplies	\$ 11,839.80
Smallwares	\$ 1,000.00
Equipment repairs	\$
Rental expenses	\$
Pest Control	\$ 25.00
<hr/>	
Expendable Equipment	\$
Nonexpendable Equipment	\$ 1,665.00
Special Functions (Catering)	\$
Contract Meals	\$
Vending	\$
Concessions	\$
Other	\$
Subtotal Expenditures	\$ 487,974.80
<hr/>	
Less USDA donated foods value	\$ 31,317.81
Less rebates, discounts and credits	\$
Less rebates, discounts, or credits specific to USDA donated foods	\$
Total Expenditures	\$ 456,657.31
<hr/>	

**PROJECTED OPERATIONS – EXPENDITURES
FOR PROGRAMS AND SITES TO BE CONTRACTED**

Based on 173 days of service
Page 2 - To be completed by FSMC

A	Total Revenue	\$ 530,923.09
B	Total Expenses	\$ 456,657.31
C	FSMC Fixed Fee	\$ 30,000.00
D	Rebates, Discounts, and Applicable Credits	\$ (5,885.04)
<hr/>		
A - B - C + D	Profit (Loss)	\$ 50,150.82

PLEASE INCLUDE BELOW YOUR FIXED FEE CALCULATION

- Fixed Fee calculation:

The following is a general list of corporate support and services included in and allocated to AVI's administrative expenses in support of the dining service at your account.

Corporate support from the following departments:
Safety and Security, Culinary Support, Human Resources, Accounts Payable, Accounts Receivable, Corporate Marketing and program development, Accounting and Financial services, Payroll, facility and design services, Purchasing and standards control, contract administration, inventory control and auditing, information technology and support,

Ongoing training program development and implementation:

Food and Physical Safety, Serve-safe, Diversity and Inclusion, Anti-Harassment, Culinary Training, Catering Training, Merchandising.

MEAL EQUIVALENT INFORMATION

- 1 Lunch = 1 Meal
- 1 Breakfast = 0.67 Meal
- 1 Snack = 0.5 Meal
- A la Carte and additional sales shall be converted into meals using the following formula:

$$\frac{\text{Total Sales}}{\text{Free meal reimbursement} + \text{USDA Foods allowance}}$$

Currently, the Free meal reimbursement is 3.51 and the USDA Foods allowance is .2666

INDEPENDENT PRICE DETERMINATION CERTIFICATE

AVI Foodsystems, Inc.
Name of Food Service Management Company

Richmond Heights Local School District
Name of School Food Authority

- A. By submission of this proposal, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed to the Proposer and will not knowingly be disclosed by the Proposer prior to 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 Proposer for the purpose of restricting competition.
 3. No attempt has been made or will be made by the Proposer to induce any person or firm to submit or not submit a proposal for the purpose of restricting competition.
- B. Each person signing this proposal on behalf of the Proposer certifies that:
1. He or she is the person in the Proposer'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 A.1 through A.3 above; or
 2. He or she is not the person in other Proposer'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 A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

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

Jeremy Van Ness
Signature of Food Service Management Company's
Authorized Representative

Vice President for Finance and CFO May 23, 2022
Title Date

In accepting this proposal, SFA certifies that no representative of SFA has taken any action that may have jeopardized the independence of the proposal referred above.

Signature of School Food Authority's
Authorized Representative

Title Date

NOTE: Accepting a proposal does not constitute award of the contract.

LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts exceeding \$100,000 in federal funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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

1. 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 awarding of a federal contract, the making of a 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.
2. 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, an employee of a Member of Congress, in connection with this federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

AVI Foodsystems, Inc.

AVI Foodsystems, Inc.

2590 Elm Road NE

Warren, OH 44483

Name/Address of Organization

Jeremy VanNess/Vice President for Finance and CFO

Name/Title of Submitting Official

Jeremy Van Ness
Signature

May 23, 2022

Date

DISCLOSURE OF LOBBYING ACTIVITIESSTANDARD FORM -LLL
APPROVED BY OMBCOMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT
TO 31 U.S.C. 1352

(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)

1. Type of Federal Action <input type="checkbox"/> A. Contract <input type="checkbox"/> B. Grant <input type="checkbox"/> C. Cooperative Agreement <input type="checkbox"/> D. Loan <input type="checkbox"/> E. Loan Guarantee <input type="checkbox"/> F. Loan Insurance	2. Status of Federal Action <input type="checkbox"/> A. Proposal/Offer/Application <input type="checkbox"/> B. Initial Award <input type="checkbox"/> C. Post award <p style="text-align: center;">N/A</p>	3. Report Type <input type="checkbox"/> A. Initial Filing <input type="checkbox"/> B. Material Change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____ <p style="text-align: center;">N/A</p>
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <p style="text-align: center;">N/A</p> Congressional District, if known: _____	
6. Federal Department/Agency: <p style="text-align: center;">N/A</p>	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number: (if known) <p style="text-align: center;">N/A</p>	9. Award Amount: (if known) <p style="text-align: center;">N/A</p>	
10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI) <p style="text-align: center;">N/A</p>	10. b. Individual Performing Services: (including address if different from No. 10 a) (Last name, first name, MI) <p style="text-align: center;">N/A</p>	
Amount of Payment: (check all that apply) \$ _____ Actual <input type="checkbox"/> Planned <input type="checkbox"/>	Type of Payment: (check all that apply) <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission <input type="checkbox"/> D. Contingency Fee <input type="checkbox"/> E. Deferred <input type="checkbox"/> F. Other: (specify) _____	
11. Form of payment: (check all that apply) <input type="checkbox"/> A. Cash Nature _____ <input type="checkbox"/> B. In-kind (specify) Value _____	 	
13. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. (Attach Continuation Sheets if necessary)		
14. Continuation Sheets Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
15. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.	Signature: <u>Jeremy Van Ness</u> Print Name: <u>Jeremy VanNess</u> Title: <u>Vice President for Finance and CFO</u> Telephone Number: <u>330.372.6000</u> Date: <u>May 23, 2022</u>	
Federal Use Only	Authorized for Local Reproduction	

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change in a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if know. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number, grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10.
 - a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
 - b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

UNALLOWABLE SFA-FSMC CONTRACT DOCUMENT PROVISIONS

	The following indicate problem areas that have been identified in some SFA-FSMC contract documents. The contract documents must be thoroughly checked, regardless of the procurement method used, to ensure that these areas have not been included, in any form. Mark an (X) in each block that indicates no such provisions are in your document(s), unless specified below.	
<input checked="" type="checkbox"/>	1. NO Cost Plus a Percentage of Cost/Income – cost plus a percentage of cost/income to FSMC, however represented.	
<input checked="" type="checkbox"/>	2. NO Duplicate Fees – fee structures that permit a FSMC to bill management fees and charge the same costs as cost-reimbursable expenses.	
<input checked="" type="checkbox"/>	3. NO Purchasing Restrictions – if SFA does the purchasing, clauses that limit the selection of vendors to only FSMC-approved vendors.	
<input checked="" type="checkbox"/>	4. NO Improper Acceleration Clause – provisions (multi-year) that require full payment (e.g. program equipment purchases) if the contract is not renegotiated.	
<input checked="" type="checkbox"/>	5. NO Interest Payments – interest payments to the contractor, however represented, including interest payments for equipment purchases.	
<input checked="" type="checkbox"/>	6. NO Contingent Guaranteed Return – “guaranteed return” provisions unless the “return” remains in the nonprofit food service account. “Returns” cannot be contingent upon multi-year contract duration.	
<input checked="" type="checkbox"/>	7. NO Delegation of SFA Responsibilities – FSMC responsibility for any of the functions that must be retained by SFA (signature authority on the Permanent Agreement and claims, etc.)	
<input checked="" type="checkbox"/>	8. NO Automatic Renewal – provisions which automatically renew the contract.	
<input checked="" type="checkbox"/>	9. NO Subcontracted Processing – contract document language that permits FSMC to subcontract USDA Foods for further processing.	
	For the item(s) above not checked (X), indicated item number(s) with corresponding page number(s) of document(s) where provision(s) appears.	
	Item Number(s)	Page Number(s)
	_____	_____
	_____	_____
	_____	_____
	I, the undersigned, hereby confirm that the above language is not included in the contract documents with named FSMC.	
	SFA reviewer: _____	_____
	Signature	Date
	FSMC reviewer: <u>Jeremy V. Jess</u>	<u>May 23, 2022</u>
	Signature	Date