



Board of Directors Meeting Agenda

Drexel Foundation for Educational Excellence, Inc.
DBA Thea Bowman Leadership Academy School
3401 W. 5th Avenue, Gary, IN 46406
Wednesday, August 30, 2023
6:00 PM CT

- I. Meeting Called to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
 - a. Approval of Board Agenda
 - b. Approval of Board Minutes from July 26, 2023
- IV. CMO Report**
 - a. Principal's Report
 - b. Academic Support Update
 - c. Financial Report
- V. Updates**
 - a. ESSER
- VI. Authorizer Report (Trine University/Education One LLC)**
- VII. Old Business**
- VIII. New Business**
 - a. Approval of Student Athletic-Sports Accident Renewal
 - i. Mandatory & Voluntary Blanket Master Insurance Application
 - b. Approval of Food Services Contract – Chartwells
 - c. Approval of Lawn Care Services
 - d. Approval of Stair Treads
 - e. Approval of Technology
 - f. Approval of Staff Professional Development
 - g. Approval of Newsela Curriculum
 - h. Approval of Studies Weekly K-5 Curriculum
 - i. Approval of the Removal of Trustee Cliff Gooden
 - j. Approval of the Board of Directors Bylaws
- IX. PTA**

X. Open Communication/Public Comments

XI. Meeting Adjourned

The next board meeting is scheduled for September 27, 2023 at 6:00 PM CT.

Board of Directors Meeting Minutes
Drexel Foundation for Educational Excellence, Inc.
DBA Thea Bowman Leadership Academy
3401 W. 5th Avenue, Gary, IN 46406
Wednesday, July 26, 2023
6:00 PM CT

I. Meeting Called to Order

A meeting of the Board of Directors (the “Board”) of Thea Bowman Leadership Academy (“TBLA”) was held on Wednesday, July 26, 2023. The meeting was called to order by the Board Chair at 6:05 PM CT.

II. Pledge of Allegiance

The pledge of allegiance was recited by the assembled Directors and attendees.

III. Roll Call

Eve Gomez, President	Present
Jason Beres, Vice President	Present
Michelle Dickerson, Treasurer	Present
Cliff Gooden	Absent
Helen Hill	Present - Online
Cedric Steele	Present
Jerry Williams	Present

Other Attendees:

- Marisa Simmons, Principal, Thea Bowman Leadership Academy
- Eva Spilker, President & CFO, PLA
- Melissa Morris, NW Regional Director, PLA
- Jewell Harris, Jr., Attorney, Harris Law Firm
- Tahirah Thompson, Director of Operations Facilities & New School Launch, PLA
- Antoinette Troupe, Operations Manager, TBLA
- Johnny Jin, Chief Strategy & Development Officer, PLA
- Ashley Minter, Director of Marketing & Communications, PLA
- JoAnn Gama, Chief Human Assets Officer, PLA
- Andrea Robinson, Chief Academic Officer, PLA
- Lindsay Omlar, Executive Director, Education One
- Paul Farrington, Associate Director of Operations, PLA

a. Approval of Board Agenda

The Board made a motion to amend the agenda to include bus transportation under new business, Item d.

Motion: Michelle Dickerson Support: Cedric Steele

Yays: 6 Nays: 0

The Board unanimously voted to approve the amended board agenda.

b. Approval of Board Minutes from June 28, 2023

Motion: Jason Beres Support: Michelle Dickerson

Yays: 6 Nays: 0

The Board unanimously voted to approve the board minutes.

IV. CMO Report

a. Principal’s Report

Principal, Marisa Simmons, presented the admin report and shared an academic and enrollment update, summer professional development, July events, leadership and new teacher institute, and upcoming events.

b. Academic Support Update

Melissa Morris presented the ILEARN, SAT, and IREAD data. She was excited to share that 91.1% of all 3rd-grade scholars passed the IREAD-3 assessment!

c. Financial Report

- i. Summary of Audit Proposals
- ii. Donovan 990 Proposal
- iii. Blue & Company Proposal
- iv. CLA Proposal

Eva Spilker presented the financial review with an overview of the income statement, balance sheet, and enrollment. Three proposals were presented and shared with the board to review.

The Board made a motion to accept Donovan as the external auditor for FY24.

Motion: Helen Hill Support: Michelle Dickerson

Yays: 6 Nays: 0

The Board unanimously voted to approve the Donovan 990 Proposal.

V. Updates

a. ESSER

Johnny Jin, Chief Strategy & Development Officer, provided an ESSER overview and was pleased to report that spending was on track.

b. Meca Engineering presented illustrations on the design-build and the steps and process of moving forward.

VI. Authorizer Report (Trine University/Education One LLC)

f. Approval of Go Guardian (Admin and Teacher)

The Board made a motion to approve Go Guardian.

Motion: Michelle Dickerson Support: Cedric Steele

Yays: 6 Nays: 0

The Board unanimously voted to approve Go Guardian.

g. Approval of Imagine Learning

The Board made a motion to approve Imagine Learning.

Motion: Cedric Steele Support: Jerry Williams

Yays: 6 Nays: 0

The Board unanimously voted to approve Imagine Learning.

h-j. Approval of HMH Curriculum (Social Studies 6-8, 9-12, and PD)

The Board made a motion to approve the HMH Curriculum.

Motion: Jason Beres Support: Cedric Steele

Yays: 6 Nays: 0

The Board unanimously voted to approve the HMH Social Studies curriculum.

IX. PTA

None

X. Open Communication/Public Comments

Eve invited all attendees to the clinic event.

XI. Meeting Adjourned

A motion was made to adjourn the meeting.

Motion: Michelle Dickerson Support: Cedric Steele

The meeting was adjourned at 8:29 PM.



Thea Bowman Leadership Academy

August Administration Team Report

Academic Updates:

The following has taken place:

- Summer Professional Development

August Events & Activities:

The following events took place this month:

- PLA Leadership Institute
- New Teacher Institute
- Professional Excellence Week
- Registration & Orientation
- First Day of School

Upcoming Events:

The following events will take place in September:

- Chicago HBCU College Fair-September 2, 2023
- Labor Day-No School-September 4, 2023
- Open House-September 12, 2023 4:30-6:00 pm
- College Fair at IUN-September 26, 2023 9:00 am-12:00 pm

Athletic Updates:

- Football and Volleyball seasons have kicked off
- Visit our website for more information

Enrollment:

The following is the current enrollment for the 2023-2024 School Year:

Grade	# of Scholars
K	49
1st	51
2nd	47
3rd	74

4th	52
5th	54
6th	74
7th	81
8th	80
9th	76
10th	69
11th	63
12th	63
Total	833



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Continuous Improvement

Content Week Professional Development

Elementary and Middle School Trainings

Vendor Training

Zearn
Eureka Math
HMH Into Reading
HMH Into Literature
mClass / DIBELS

National Team Training

Close Reading
Common Formative Assess
Math Advantage
Reading Advantage
Eduastic

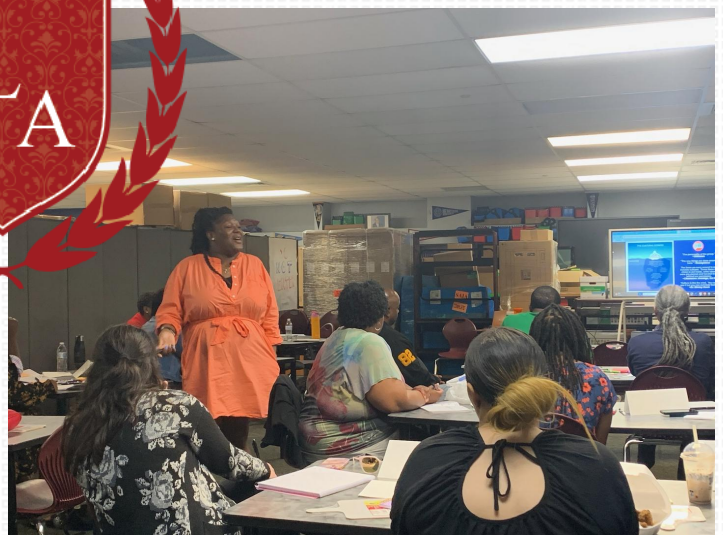
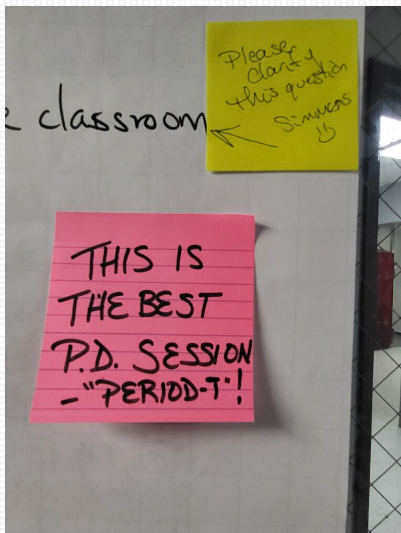
High School Trainings

Vendor Training

Eduastic
HMH Reading
HMH Math
HMH Social Studies
HMH Science

National Team Training

Socratic Seminar
Cooperative Learning
Small Group Instruction
Pacing Guides
Questioning Techniques



The packet includes the balance sheet, income statement, cash flow statement, accounts payable listing and voucher register - key financial data are below:

1) Income Statement

Revenue - year to date:

\$	2,224,097	actual	7/31/2023
	1,537,553	budget	7/31/2023
\$	686,544	above budget YTD (positive to budget)	

Expenses - year to date:

\$	997,207	actual	7/31/2023
	1,481,576	budget	7/31/2023
\$	484,369	below budget YTD (positive to budget)	

Net Income - year to date:

\$	1,226,890	actual	7/31/2023
	55,977	budget	7/31/2023
\$	1,170,913	above budget YTD (positive to budget)	

2) Balance Sheet:

Cash Balances:

\$	4,956,943	7/31/2023
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Accounts Payable Balances:

\$	873,239	7/31/2023
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Days Cash:

178

3) Enrollment

Budget	825
Actual - September Count Day	
Actual - February Count Day	

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
 Balance Sheet

	Actual 7/31/2023	Actual 6/30/2023
ASSETS		
CURRENT ASSETS		
Cash	4,956,942.72	4,918,492.77
Restricted Cash Bond	254,386.68	173,675.17
Accounts Receivable	200,400.00	200,400.00
Grants Receivable	4,422,134.25	3,442,468.15
Prepays	175,670.63	104,265.23
Deposits	24,612.60	24,612.60
Total	10,034,146.88	8,863,913.92
PROPERTY AND EQUIPMENT		
Land	859,885.95	859,885.95
Building Improvements	17,403,767.47	17,398,767.47
Textbooks	640,836.69	506,097.41
Equipment	1,787,904.60	1,636,704.60
Computers	2,364,251.91	2,364,251.91
Software	206,131.64	145,547.58
Furniture	840,499.77	840,499.77
Accumulated Depreciation	(12,139,984.13)	(12,089,278.07)
Buses	59,182.00	0.00
Total	12,022,475.90	11,662,476.62
OTHER ASSETS		
Bond Debt Reserve Fund	1,173,541.06	1,173,536.38
Bond Discount	251,543.48	252,193.46
Bond Issuance Costs	776,605.81	778,612.54
Deferred Expense	2,950.00	2,950.00
Total	2,204,640.35	2,207,292.38
Total Current Assets	24,261,263.13	22,733,682.92
Total Assets	24,261,263.13	22,733,682.92
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts Payable	873,238.58	612,581.35
Accrued Expenses	107,211.08	26,500.00
Payroll Liabilities	241,802.84	282,480.39
Bonds Payable - Short Term	205,000.00	205,000.00
Total CURRENT LIABILITIES	1,427,252.50	1,126,561.74
LONG TERM LIABILITIES		

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
Balance Sheet

	Actual 7/31/2023	Actual 6/30/2023
Bonds Payable	16,570,000.00	16,570,000.00
Total	16,570,000.00	16,570,000.00
Total Liabilities	17,997,252.50	17,696,561.74
NET ASSETS		
Unrestricted Net Assets	6,264,010.63	5,037,121.18
Total	6,264,010.63	5,037,121.18
Total Net Assets	6,264,010.63	5,037,121.18
Total Liabilities and Net Assets	24,261,263.13	22,733,682.92
BEGINNING BALANCE WITH CURRENT YEAR ADJUSTMENTS	5,037,121.18	2,436,079.40
NET SURPLUS/(DEFICIT)	1,226,889.45	2,601,041.78
ENDING NET ASSETS	6,264,010.63	5,037,121.18

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
Income Statement

	Actual 7/1/2023 - 7/31/2023	Actual 7/1/2023 - 7/31/2023	Budget 7/1/2023 - 7/31/2023	Favorable (Unfavorable)	Annual Budget	Budget Remaining
INCOME						
Federal Funding						
Title I	239,926.69	239,926.69	113,028.66	126,898.03	1,356,344.00	1,116,417.31
Title II	0.00	0.00	7,217.34	(7,217.34)	86,608.00	86,608.00
Title IV	8,637.44	8,637.44	9,670.00	(1,032.56)	116,040.00	107,402.56
SPED	246.40	246.40	13,973.34	(13,726.94)	167,680.00	167,433.60
Federal Lunch Reimbursement	0.00	0.00	41,389.58	(41,389.58)	496,675.00	496,675.00
ESSER II	379,919.42	379,919.42	48,355.08	331,564.34	580,261.00	200,341.58
ESSER III	350,936.15	350,936.15	613,889.76	(262,953.61)	7,366,677.00	7,015,740.85
Total Federal Funding	979,666.10	979,666.10	847,523.76	132,142.34	10,170,285.00	9,190,618.90
State Funding						
Basic Support	639,096.20	639,096.20	584,254.58	54,841.62	7,011,055.00	6,371,958.80
Charter School Grant	595,000.00	595,000.00	85,937.50	509,062.50	1,031,250.00	436,250.00
Performance Awards	0.00	0.00	6,264.58	(6,264.58)	75,175.00	75,175.00
Textbook Reimbursement	0.00	0.00	4,503.84	(4,503.84)	54,046.00	54,046.00
State Lunch Match	0.00	0.00	699.50	(699.50)	8,394.00	8,394.00
Total State Funding	1,234,096.20	1,234,096.20	681,660.00	552,436.20	8,179,920.00	6,945,823.80
Other Revenue						
Student Fees	0.00	0.00	1,182.92	(1,182.92)	14,195.00	14,195.00
Athletics	0.00	0.00	5,521.42	(5,521.42)	66,257.00	66,257.00
Other Income	0.00	0.00	1,664.58	(1,664.58)	19,975.00	19,975.00
Interest Income	9,898.39	9,898.39	0.00	9,898.39	0.00	(9,898.39)
Contributions	250.00	250.00	0.00	250.00	0.00	(250.00)
Insurance Reimbursements	185.94	185.94	0.00	185.94	0.00	(185.94)
Total Other Revenue	10,334.33	10,334.33	8,368.92	1,965.41	100,427.00	90,092.67
Total Income	2,224,096.63	2,224,096.63	1,537,552.68	686,543.95	18,450,632.00	16,226,535.37
EXPENSES						
Personnel Costs						
Salary and Wages	368,104.49	368,104.49	471,537.50	103,433.01	5,658,450.00	5,290,345.51
Bonuses	0.00	0.00	41,177.92	41,177.92	494,135.00	494,135.00
Stipends	1,000.00	1,000.00	26,749.66	25,749.66	320,996.00	319,996.00
Payroll Taxes	28,068.61	28,068.61	42,438.42	14,369.81	509,261.00	481,192.39
Health Insurance	31,358.53	31,358.53	51,869.16	20,510.63	622,430.00	591,071.47
Retirement Expense	13,781.60	13,781.60	23,576.92	9,795.32	282,923.00	269,141.40
Substitutes	0.00	0.00	10,291.66	10,291.66	123,500.00	123,500.00
Total Personnel Costs	442,313.23	442,313.23	667,641.24	225,328.01	8,011,695.00	7,569,381.77
Professional Fees						
SPED Services	246.40	246.40	12,916.66	12,670.26	155,000.00	154,753.60

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
Income Statement

	Actual 7/1/2023 - 7/31/2023	Actual 7/1/2023 - 7/31/2023	Budget 7/1/2023 - 7/31/2023	Favorable (Unfavorable)	Annual Budget	Budget Remaining
Instruction Services	0.00	0.00	29,372.00	29,372.00	352,464.00	352,464.00
Staff Training & Recruitment	31,528.34	31,528.34	2,637.34	(28,891.00)	31,648.00	119.66
Accounting Fees	0.00	0.00	3,532.66	3,532.66	42,392.00	42,392.00
Admin Professional Services	194,143.50	194,143.50	184,506.34	(9,637.16)	2,214,076.00	2,019,932.50
Legal Fees	0.00	0.00	2,083.34	2,083.34	25,000.00	25,000.00
Marketing	5,197.39	5,197.39	1,000.00	(4,197.39)	12,000.00	6,802.61
Honors Diploma	0.00	0.00	1,855.33	1,855.33	22,264.00	22,264.00
Total Professional Fees	231,115.63	231,115.63	237,903.67	6,788.04	2,854,844.00	2,623,728.37
Classroom Supplies & Materials						
Classroom Supplies & Materials	74.99	74.99	34,276.66	34,201.67	411,320.00	411,245.01
Curricular Materials	0.00	0.00	20,868.42	20,868.42	250,421.00	250,421.00
Total Classroom Supplies & Materials	74.99	74.99	55,145.08	55,070.09	661,741.00	661,666.01
School Breakfast & Lunch Expense						
School Breakfast & Lunch Expense	0.00	0.00	44,286.84	44,286.84	531,442.00	531,442.00
Total Breakfast & Lunch	0.00	0.00	44,286.84	44,286.84	531,442.00	531,442.00
Student Transportation Expenses						
Student Transportation Expense	525.00	525.00	19,498.00	18,973.00	233,976.00	233,451.00
Total Student Transportation	525.00	525.00	19,498.00	18,973.00	233,976.00	233,451.00
Student Uniform Expense						
Student Uniform Expense	0.00	0.00	43.58	43.58	523.00	523.00
Total Student Uniform	0.00	0.00	43.58	43.58	523.00	523.00
Extra-Curricular Expenses						
Extra-Curricular Expenses	2,541.00	2,541.00	19,220.84	16,679.84	230,650.00	228,109.00
Total Extra-Curricular	2,541.00	2,541.00	19,220.84	16,679.84	230,650.00	228,109.00
Technology Expenses						
Technology Expenses	40,795.03	40,795.03	38,833.34	(1,961.69)	466,000.00	425,204.97
Total Technology	40,795.03	40,795.03	38,833.34	(1,961.69)	466,000.00	425,204.97
Facility and Equipment Expenses						
Building Rent	52,214.62	52,214.62	41,878.84	(10,335.78)	502,546.00	450,331.38
Building Maintenance	4,925.56	4,925.56	26,000.50	21,074.94	312,006.00	307,080.44
Grounds Maintenance	450.00	450.00	3,634.34	3,184.34	43,612.00	43,162.00
Janitorial Services & Supplies	8,851.11	8,851.11	8,339.76	(511.35)	100,077.00	91,225.89
Security Services	17,666.21	17,666.21	46,290.00	28,623.79	555,480.00	537,813.79
Equipment Rental	7,734.43	7,734.43	5,501.26	(2,233.17)	66,015.00	58,280.57
Equipment Expense and Maintenance	0.00	0.00	31,559.16	31,559.16	378,710.00	378,710.00
Trash Removal	4,677.18	4,677.18	3,909.16	(768.02)	46,910.00	42,232.82
Total Facility and Equipment	96,519.11	96,519.11	167,113.02	70,593.91	2,005,356.00	1,908,836.89

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
Income Statement

	Actual 7/1/2023 - 7/31/2023	Actual 7/1/2023 - 7/31/2023	Budget 7/1/2023 - 7/31/2023	Favorable (Unfavorable)	Annual Budget	Budget Remaining
Utilities						
Utilities	10,612.52	10,612.52	18,941.16	8,328.64	227,294.00	216,681.48
Total Utilities	<u>10,612.52</u>	<u>10,612.52</u>	<u>18,941.16</u>	<u>8,328.64</u>	<u>227,294.00</u>	<u>216,681.48</u>
Other Expenses						
Authorizer Fees	18,054.56	18,054.56	17,579.50	(475.06)	210,954.00	192,899.44
Office Supplies	1,144.10	1,144.10	2,610.66	1,466.56	31,328.00	30,183.90
Insurance Expense	14,958.05	14,958.05	16,781.00	1,822.95	201,372.00	186,413.95
Bank Fees	310.37	310.37	125.00	(185.37)	1,500.00	1,189.63
Admin Travel	3,819.42	3,819.42	596.00	(3,223.42)	7,152.00	3,332.58
Other Food Purchases	350.46	350.46	1,798.58	1,448.12	21,583.00	21,232.54
Interest Expense	80,710.94	80,710.94	97,794.25	17,083.31	1,173,531.00	1,092,820.06
Postage	0.00	0.00	657.00	657.00	7,884.00	7,884.00
Membership Dues & Fees	0.00	0.00	993.58	993.58	11,923.00	11,923.00
Field Trips	0.00	0.00	6,217.50	6,217.50	74,610.00	74,610.00
Nurse Supplies	0.00	0.00	365.50	365.50	4,386.00	4,386.00
Other Event Expenses	0.00	0.00	2,975.00	2,975.00	35,700.00	35,700.00
Total Other Expenses	<u>119,347.90</u>	<u>119,347.90</u>	<u>148,493.57</u>	<u>29,145.67</u>	<u>1,781,923.00</u>	<u>1,662,575.10</u>
Depreciation & Amortization						
Depreciation Expense	50,706.06	50,706.06	61,666.16	10,960.10	739,994.00	689,287.94
Amortization Expense	2,656.71	2,656.71	2,789.50	132.79	33,474.00	30,817.29
Total Depreciation & Amortization	<u>53,362.77</u>	<u>53,362.77</u>	<u>64,455.66</u>	<u>11,092.89</u>	<u>773,468.00</u>	<u>720,105.23</u>
Total Expenses	<u>997,207.18</u>	<u>997,207.18</u>	<u>1,481,576.00</u>	<u>484,368.82</u>	<u>17,778,912.00</u>	<u>16,781,704.82</u>
Net Income (Loss)	<u>1,226,889.45</u>	<u>1,226,889.45</u>	<u>55,976.68</u>	<u>1,170,912.77</u>	<u>671,720.00</u>	<u>(555,169.45)</u>

Phalen Leadership Academy - Indiana Open Invoice Report

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
ADT Commercial									
ADT Commercial	151359639	7/16/2023	7/16/2023	\$92.02	\$0.00		\$92.02	7/16/2023	15
<i>Totals for ADT Commercial:</i>				<i>\$92.02</i>	<i>\$0.00</i>		<i>\$92.02</i>		
AKA Comp Solutions									
AKA Comp Solutions	6900	7/1/2023	7/1/2023	\$1958.00	\$0.00		\$1958.00	7/16/2023	15
AKA Comp Solutions	6901	7/1/2023	7/1/2023	\$1958.00	\$0.00		\$1958.00	7/16/2023	15
AKA Comp Solutions	6902	7/1/2023	7/1/2023	\$1958.00	\$0.00		\$1958.00	7/16/2023	15
AKA Comp Solutions	6903	7/1/2023	7/1/2023	\$1958.00	\$0.00		\$1958.00	7/16/2023	15
AKA Comp Solutions	6904	7/1/2023	7/1/2023	\$1958.00	\$0.00		\$1958.00	7/16/2023	15
AKA Comp Solutions	6899	5/1/2023	5/1/2023	\$1958.00	\$0.00		\$1958.00	5/16/2023	76
AKA Comp Solutions	6672	6/1/2023	6/1/2023	\$5225.50	\$0.00		\$5225.50	6/16/2023	45
AKA Comp Solutions	6263	5/1/2023	5/1/2023	\$7071.85	\$0.00		\$7071.85	5/16/2023	76
<i>Totals for AKA Comp Solutions:</i>				<i>\$24045.35</i>	<i>\$0.00</i>		<i>\$24045.35</i>		
All In One Party Rentals									
All In One Party Rentals	47501	7/1/2023	7/1/2023	\$1876.95	\$0.00		\$1876.95	7/31/2023	0
<i>Totals for All In One Party Rentals:</i>				<i>\$1876.95</i>	<i>\$0.00</i>		<i>\$1876.95</i>		
AT&T									
AT&T	9042280802	7/19/2023	7/19/2023	\$5339.60	\$0.00		\$5339.60	8/18/2023	0
<i>Totals for AT&T:</i>				<i>\$5339.60</i>	<i>\$0.00</i>		<i>\$5339.60</i>		
Blue Onyx Consulting LLC									
Blue Onyx Consulting LLC	1034	7/28/2023	7/28/2023	\$3000.00	\$0.00		\$3000.00	8/7/2023	0
<i>Totals for Blue Onyx Consulting LLC:</i>				<i>\$3000.00</i>	<i>\$0.00</i>		<i>\$3000.00</i>		
CINTAS Corporation									
CINTAS Corporation	34161061145	7/10/2023	7/10/2023	\$463.50	\$0.00		\$463.50	7/20/2023	11
CINTAS Corporation	4162441350	7/24/2023	7/24/2023	\$311.85	\$0.00		\$311.85	8/3/2023	0
CINTAS Corporation	4163184929	7/31/2023	7/31/2023	\$311.85	\$0.00		\$311.85	8/10/2023	0
<i>Totals for CINTAS Corporation:</i>				<i>\$1087.20</i>	<i>\$0.00</i>		<i>\$1087.20</i>		
Entrepreneurial Ventures in Education, Inc.									
Entrepreneurial Ventures in Education, Inc.	4691	6/15/2023	6/15/2023	\$162219.00	\$0.00		\$162219.00	6/25/2023	36
Entrepreneurial Ventures in Education, Inc.	4692	6/30/2023	6/30/2023	\$44153.77	\$0.00		\$44153.77	7/10/2023	21
Entrepreneurial Ventures in Education, Inc.	4686	7/14/2023	7/14/2023	\$184506.00	\$0.00		\$184506.00	7/24/2023	7
<i>Totals for Entrepreneurial Ventures in Education, Inc.:</i>				<i>\$390878.77</i>	<i>\$0.00</i>		<i>\$390878.77</i>		
Global Psychological									
Global Psychological	23.0615.34	7/1/2023	7/1/2023	\$246.40	\$0.00		\$246.40	6/23/2023	38
<i>Totals for Global Psychological:</i>				<i>\$246.40</i>	<i>\$0.00</i>		<i>\$246.40</i>		
Gomez, Eve									

Phalen Leadership Academy - Indiana Open Invoice Report

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
Gomez, Eve	034002972	7/1/2023	7/1/2023	\$100.00	\$0.00		\$100.00	7/1/2023	30
<i>Totals for Gomez, Eve:</i>				<u>\$100.00</u>	<u>\$0.00</u>		<u>\$100.00</u>		
Houghton Mifflin Harcourt Publishing Co.									
Houghton Mifflin Harcourt Publishing Co.	90182703	7/1/2023	7/1/2023	\$1600.00	\$0.00		\$1600.00	7/31/2023	0
Houghton Mifflin Harcourt Publishing Co.	90183714	7/20/2023	7/20/2023	\$9799.60	\$0.00		\$9799.60	8/19/2023	0
Houghton Mifflin Harcourt Publishing Co.	90183713	7/20/2023	7/20/2023	\$39524.23	\$0.00		\$39524.23	8/19/2023	0
Houghton Mifflin Harcourt Publishing Co.	90183712	7/20/2023	7/20/2023	\$19539.18	\$0.00		\$19539.18	8/19/2023	0
Houghton Mifflin Harcourt Publishing Co.	90183711	7/20/2023	7/20/2023	\$17449.11	\$0.00		\$17449.11	8/19/2023	0
Houghton Mifflin Harcourt Publishing Co.	90183710	7/20/2023	7/20/2023	\$2500.92	\$0.00		\$2500.92	8/19/2023	0
Houghton Mifflin Harcourt Publishing Co.	955864197	7/20/2023	7/20/2023	\$1102.50	\$0.00		\$1102.50	8/19/2023	0
Houghton Mifflin Harcourt Publishing Co.	90183986	7/18/2023	7/18/2023	\$21936.22	\$0.00		\$21936.22	8/17/2023	0
Houghton Mifflin Harcourt Publishing Co.	955868252	7/20/2023	7/20/2023	\$11617.11	\$0.00		\$11617.11	8/19/2023	0
Houghton Mifflin Harcourt Publishing Co.	955864195	7/20/2023	7/20/2023	\$5832.00	\$0.00		\$5832.00	8/19/2023	0
Houghton Mifflin Harcourt Publishing Co.	955864196	7/20/2023	7/20/2023	\$4800.00	\$0.00		\$4800.00	8/19/2023	0
Houghton Mifflin Harcourt Publishing Co.	955869928	7/20/2023	7/20/2023	\$8697.10	\$0.00		\$8697.10	8/19/2023	0
Houghton Mifflin Harcourt Publishing Co.	90183883	7/31/2023	7/31/2023	\$15976.33	\$0.00		\$15976.33	8/30/2023	0
<i>Totals for Houghton Mifflin Harcourt Publishing Co.:</i>				<u>\$160374.30</u>	<u>\$0.00</u>		<u>\$160374.30</u>		
Johnson Controls Security Solutions									
Johnson Controls Security Solutions	39089643	7/26/2023	7/26/2023	\$2827.00	\$0.00		\$2827.00	8/10/2023	0
Johnson Controls Security Solutions	39089642	7/26/2023	7/26/2023	\$27.41	\$0.00		\$27.41	8/10/2023	0
<i>Totals for Johnson Controls Security Solutions:</i>				<u>\$2854.41</u>	<u>\$0.00</u>		<u>\$2854.41</u>		
LAMAR									
LAMAR	114992103	7/17/2023	7/17/2023	\$200.00	\$0.00		\$200.00	7/17/2023	14
LAMAR	115014324	7/24/2023	7/24/2023	\$1200.00	\$0.00		\$1200.00	7/24/2023	7
LAMAR	115014325	7/24/2023	7/24/2023	\$200.00	\$0.00		\$200.00	7/24/2023	7
<i>Totals for LAMAR:</i>				<u>\$1600.00</u>	<u>\$0.00</u>		<u>\$1600.00</u>		
Nearpod, Inc									
Nearpod, Inc	INVn588165	7/1/2023	7/1/2023	\$15092.00	\$0.00		\$15092.00	7/1/2023	30
<i>Totals for Nearpod, Inc:</i>				<u>\$15092.00</u>	<u>\$0.00</u>		<u>\$15092.00</u>		
Soil Solutions Inc									
Soil Solutions Inc	22993	7/11/2023	7/11/2023	\$5000.00	\$0.00		\$5000.00	7/11/2023	20
<i>Totals for Soil Solutions Inc:</i>				<u>\$5000.00</u>	<u>\$0.00</u>		<u>\$5000.00</u>		
Toney, Fenecia									
Toney, Fenecia		7/11/2023	7/11/2023	\$116.09	\$0.00		\$116.09	7/26/2023	5
<i>Totals for Toney, Fenecia:</i>				<u>\$116.09</u>	<u>\$0.00</u>		<u>\$116.09</u>		
Vibe Inc									
Vibe Inc	11551	7/1/2023	7/1/2023	\$151200.00	\$0.00		\$151200.00	7/16/2023	15

Phalen Leadership Academy - Indiana Open Invoice Report

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
<i>Totals for Vibe Inc:</i>				<i>\$151200.00</i>	<i>\$0.00</i>		<i>\$151200.00</i>		
Warehouse Direct									
Warehouse Direct	IN496233	7/25/2023	7/25/2023	\$148.05	\$0.00		\$148.05	8/9/2023	0
Warehouse Direct	IN495942	7/21/2023	7/21/2023	\$136.05	\$0.00		\$136.05	8/5/2023	0
Warehouse Direct	IN495943	7/21/2023	7/21/2023	\$136.05	\$0.00		\$136.05	8/5/2023	0
Warehouse Direct	IN495944	7/21/2023	7/21/2023	\$136.05	\$0.00		\$136.05	8/5/2023	0
Warehouse Direct	IN495945	7/21/2023	7/21/2023	\$136.05	\$0.00		\$136.05	8/5/2023	0
Warehouse Direct	IN495946	7/21/2023	7/21/2023	\$136.05	\$0.00		\$136.05	8/5/2023	0
Warehouse Direct	IN495947	7/21/2023	7/21/2023	\$136.05	\$0.00		\$136.05	8/5/2023	0
Warehouse Direct	IN495948	7/21/2023	7/21/2023	\$136.05	\$0.00		\$136.05	8/5/2023	0
Warehouse Direct	IN495949	7/21/2023	7/21/2023	\$136.05	\$0.00		\$136.05	8/5/2023	0
Warehouse Direct	IN495950	7/21/2023	7/21/2023	\$136.05	\$0.00		\$136.05	8/5/2023	0
<i>Totals for Warehouse Direct:</i>				<i>\$1372.50</i>	<i>\$0.00</i>		<i>\$1372.50</i>		
Willscot									
Willscot	9018405978	7/31/2023	7/31/2023	\$5017.83	\$0.00		\$5017.83	8/10/2023	0
Willscot	9018405977	7/31/2023	7/31/2023	\$4948.67	\$0.00		\$4948.67	8/10/2023	0
Willscot	9018405976	7/31/2023	7/31/2023	\$4948.67	\$0.00		\$4948.67	8/10/2023	0
Willscot	9018405974	7/31/2023	7/31/2023	\$5106.40	\$0.00		\$5106.40	8/10/2023	0
Willscot	9018405973	7/31/2023	7/31/2023	\$5106.23	\$0.00		\$5106.23	8/10/2023	0
Willscot	9017113652	6/30/2023	6/30/2023	\$5024.89	\$0.00		\$5024.89	7/10/2023	21
Willscot	9017113653	6/30/2023	6/30/2023	\$4961.33	\$0.00		\$4961.33	7/10/2023	21
Willscot	9017113655	6/30/2023	6/30/2023	\$4950.63	\$0.00		\$4950.63	7/10/2023	21
Willscot	9017113659	6/30/2023	6/30/2023	\$4798.64	\$0.00		\$4798.64	7/10/2023	21
Willscot	9017113661	6/30/2023	6/30/2023	\$4801.35	\$0.00		\$4801.35	7/10/2023	21
Willscot	9017378888	6/30/2023	6/30/2023	\$5019.09	\$0.00		\$5019.09	7/10/2023	21
Willscot	9017378892	6/30/2023	6/30/2023	\$5025.05	\$0.00		\$5025.05	7/10/2023	21
Willscot	9017641246	6/30/2023	6/30/2023	\$5094.37	\$0.00		\$5094.37	7/10/2023	21
Willscot	9017641250	6/30/2023	6/30/2023	\$5024.89	\$0.00		\$5024.89	7/10/2023	21
Willscot	9017641255	6/30/2023	6/30/2023	\$4873.37	\$0.00		\$4873.37	7/10/2023	21
Willscot	9017898835	6/30/2023	6/30/2023	\$5100.26	\$0.00		\$5100.26	7/10/2023	21
Willscot	9017898837	6/30/2023	6/30/2023	\$5100.43	\$0.00		\$5100.43	7/10/2023	21
Willscot	9017898839	6/30/2023	6/30/2023	\$5100.26	\$0.00		\$5100.26	7/10/2023	21
Willscot	9017898840	6/30/2023	6/30/2023	\$4875.03	\$0.00		\$4875.03	7/10/2023	21
Willscot	9017898843	6/30/2023	6/30/2023	\$4874.87	\$0.00		\$4874.87	7/10/2023	21
Willscot	9017898845	6/30/2023	6/30/2023	\$4870.62	\$0.00		\$4870.62	7/10/2023	21
Willscot	9017898847	6/30/2023	6/30/2023	\$4946.47	\$0.00		\$4946.47	7/10/2023	21
<i>Totals for Willscot:</i>				<i>\$109569.35</i>	<i>\$0.00</i>		<i>\$109569.35</i>		
GRAND TOTALS:				\$873844.94	\$0.00		\$873844.94		

Phalen Leadership Academy - Indiana Open Invoice Report

Unapplied Credit Memo Schedule

Vendor Name	Credit Memo Number	Credit Memo Date	Description	Post Status	Post Date	Ending Credit Balance
Impact Networking Indiana, LLC	171397	11/3/2022	Sales Order RMA108443	Posted	11/3/2022	\$569.80
<i>Total unapplied credit for Impact Networking Indiana, LLC:</i>						\$569.80
United Rentals (North America), Inc.	06.30.2022CM	6/30/2022	Balance to Vendor	Posted	6/30/2022	\$36.56
<i>Total unapplied credit for United Rentals (North America), Inc.:</i>						\$36.56
GRAND TOTALS:						\$606.36

THEA BOWMAN LEADERSHIP ACADEMY
ACCOUNTS PAYABLE VOUCHER REGISTER
July 2023

Payment date	Payment number	Vendor name	Amount	Description
7/3/2023	93298	Indiana American Water	\$ 388.17	Dom Services 5/16-6/13/2023
7/3/2023	93292	INPRS	\$ 136.69	TRF 6/2 Adjustment
7/3/2023	93293	INPRS	\$ 140.02	TRF 6/16 Adjustment
7/3/2023	93294	INPRS	\$ 2,620.43	TRF 6/2/2023 Payroll
7/3/2023	93295	INPRS	\$ 3,555.29	TRF 6/16 Payroll
7/3/2023	93296	INPRS	\$ 6,637.21	PERF 6/2 Payroll
7/3/2023	93297	INPRS	\$ 7,239.73	PERF 6/16 Payroll
7/5/2023	93299	PEX	\$ 4,200.00	PEX Reload
7/5/2023	93300	PEX	\$ 9,100.00	PEX Reload
7/5/2023	93301	PEX	\$ 10,000.00	PEX Reload
7/5/2023	93302	PEX	\$ 11,900.00	PEX Reload
7/6/2023	6329	ADT Commercial	\$ 92.02	Services 7/14-8/13/2023
7/6/2023	6330	Agape Union Transport	\$ 300.00	Transportation Ending 5/31/2023
7/6/2023	6331	Allen's Florist	\$ 60.00	Mary Clay 4.17.2023
7/6/2023	6332	Amazon Capital Services	\$ 2,872.66	Grad Supplies
7/6/2023	6333	Amazon Capital Services	\$ 947.52	Class Supplies
7/6/2023	6334	Bondry Management Consultants LLC	\$ 5,000.00	Consulting Services
7/6/2023	6335	CINTAS Corporation	\$ 2,137.83	Supplies
7/6/2023	6336	College Board	\$ 280.00	AP Exams
7/6/2023	6337	Gary Lawn Doctors, LLC	\$ 1,800.00	Weekly Mowing
7/6/2023	6338	Harris Law Firm, P.C.	\$ 2,000.00	Monthly Retainer
7/6/2023	6339	Illiana Christian High School	\$ 85.00	Athletic Contest Contract
7/6/2023	6340	LAMAR	\$ 700.00	Posters
7/6/2023	6341	Leroy Nelson	\$ 173.60	Track Reimbursement 6.3.2023
7/6/2023	93303	Nextiva	\$ 1,171.03	Tech Support
7/6/2023	6342	NIPSCO	\$ 1,224.96	Portable Acc#571-409-000-2
7/6/2023	6343	Simmons, Marisa	\$ 1,511.92	Travel Reimbursement 7/7-7/10/2023
7/6/2023	6344	Tatum Security LLC	\$ 2,725.00	1 SRO, 1 Officer Summer School
7/6/2023	6345	Tierra Environmental and Industrial Services	\$ 1,571.00	Combination Unit with crew
7/6/2023	6346	Toney, Fenecia	\$ 1,063.22	Travel Reimbursement 7/7-7/10/2023
7/6/2023	6347	Urban Elevator Service, LLC	\$ 384.42	Monthly Elevator Services
7/6/2023	6348	Warehouse Direct	\$ 522.99	Janitorial Supplies
7/7/2023	93304	Human Capital Concepts	\$ 250,668.16	Batch 202340/202337
7/13/2023	6349	Affiliated Customer Service, Inc.	\$ 420.00	Annual Fire Alarm System
7/13/2023	6350	Brianna Steele	\$ 125.07	Travel Reimbursement
7/13/2023	6351	Gary Lawn Doctors, LLC	\$ 450.00	Weekly Mowing 7/6
7/13/2023	6352	Haywood and Fleming Associates	\$ 42,767.58	Commercial Property
7/13/2023	6353	Houghton Mifflin Harcourt Publishing Co.	\$ 36,549.04	Software
7/13/2023	6354	Just A Dash Catering LLC	\$ 6,035.42	Student Meals (6/1-6/30/2023)
7/13/2023	6355	Lab-Aids	\$ 12,017.06	Curricular Materials
7/13/2023	6356	LAMAR	\$ 550.00	Posters
7/13/2023	6357	Leslie Exford	\$ 124.64	Travel Reimbursement
7/13/2023	6358	Lori Herron	\$ 165.21	Travel Reimbursement
7/13/2023	6359	Midwest Telecom of America, Inc	\$ 245.45	Services
7/13/2023	6360	Power Sports Network	\$ 641.00	Uniforms
7/13/2023	6361	Simmons, Marisa	\$ 390.90	Travel Reimbursement (FL)
7/13/2023	6362	Tatum Security LLC	\$ 5,400.00	1 Officer
7/13/2023	6363	TIAA Commercial Finance Inc	\$ 5,857.48	Equipment Rental
7/13/2023	6364	Toney, Fenecia	\$ 182.38	Travel Reimbursement
7/13/2023	6365	Warehouse Direct	\$ 522.99	Janitorial Supplies
7/13/2023	6366	Willscot	\$ 25,649.25	Contract #1001665510
7/14/2023	93305	INPRS	\$ 132.49	TRF 7/14 Adjustment
7/14/2023	93306	INPRS	\$ 3,600.73	TRF 7/14 Payroll
7/14/2023	93307	INPRS	\$ 7,749.64	PERF 7/14 Payroll
7/18/2023	93308	Human Capital Concepts	\$ 994.73	Batch 202342
7/20/2023	6367	AccuTrain Corporation	\$ 9,675.00	Innovative Schools Summit
7/20/2023	6368	Andria Sprouse	\$ 165.02	Training Travel (Summit)
7/20/2023	6369	Arrow Pest Control	\$ 103.00	Monthly Services
7/20/2023	6370	Blue Onyx Consulting LLC	\$ 1,762.50	Consultant
7/20/2023	6371	Cherry, Ashley	\$ 207.43	Training Travel (Summit)

7/20/2023	6372	Damsel Services Inc.	\$	11,244.42	Trenches
7/20/2023	6373	Daniel Sprouse	\$	398.08	Training Travel (Summit)
7/20/2023	6374	Entrepreneurial Ventures in Education, Inc.	\$	162,219.00	April 2023 (FY23) Mgmt Fee
7/20/2023	6375	Haggard, Arthur	\$	139.99	Room Reimbursement
7/20/2023	6376	Houghton Mifflin Harcourt Publishing Co.	\$	40,149.04	Software K-12
7/20/2023	6377	Lakesha Joseph	\$	143.59	Training Travel (Summit)
7/20/2023	6378	LAMAR	\$	1,700.00	Digital Posters
7/20/2023	6379	Mead, Jermaine	\$	635.16	Training Travel (Summit)
7/20/2023	93310	NIPSCO	\$	156.47	Gas Services
7/20/2023	93311	NIPSCO	\$	7,116.50	Electric Services
7/20/2023	6380	Suzanne Conover	\$	176.45	Training Travel (Summit)
7/20/2023	6381	Taryn Eastland	\$	232.37	Travel Reimbursement (Summit)
7/20/2023	6382	Tasha Fuller	\$	147.52	Training Travel (Summit)
7/20/2023	6383	Tatum Security LLC	\$	2,887.50	1 SRO, 1 Officer (Summer School)
7/20/2023	6384	Warehouse Direct	\$	4,476.28	Janitorial Supplies
7/20/2023	6385	Willscot	\$	49,119.71	Contract #1001665510
7/24/2023	93313	Bank Fees	\$	210.37	Service Charges
7/24/2023	93309	Human Capital Concepts	\$	201,632.85	Batch 202339
7/24/2023	93312	Indiana American Water	\$	132.87	Fire Services 6/2-7/3/2023
7/25/2023	93314	EventLink Services	\$	900.00	Event Services
7/25/2023	93315	EventLink Services	\$	1,000.00	Event Services
7/27/2023	10002	Amazon Capital Services	\$	1,586.77	Supplies
7/27/2023	10012	American Bus Sales	\$	59,182.00	Deposit for 2 buses
7/27/2023	10003	Balch, Bradley	\$	2,200.00	Consulting Services
7/27/2023	10004	CINTAS Corporation	\$	311.85	Supplies
7/27/2023	10005	Education One, LLC	\$	18,054.56	Admin Fee July 2023
7/27/2023	10006	Johnson Controls Security Solutions	\$	732.28	July Services
7/27/2023	10007	LAMAR	\$	1,347.39	Bulletins
7/27/2023	10008	RSI Truck & Bus Repair Inc.	\$	525.00	Basketball Games
7/27/2023	10009	Tatum Security LLC	\$	5,700.00	1 Officer
7/27/2023	10010	United Rentals (North America), Inc.	\$	777.57	Office Trailer and Steps (Rental)
7/27/2023	93316	Waste Management	\$	4,677.18	Trash Services 7/1-7/31/2023
7/27/2023	10011	Willscot	\$	49,658.88	Contract #1001665514
Grand Total			\$	1,125,264.53	

ALLOWANCE OF VOUCHERS

I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto, are true and correct and I have audited same in

Date

School Treasurer

We have examined the vouchers listed on the foregoing accounts payable voucher register, consisting of 2 pages, and except for vouchers not allowed as shown on the register such vouchers are hereby allowed in the total amount of \$1,125,264.53.



ESSER Update

Thea Bowman Leadership Academy

August 2023





August 2023 Update

Grant Program	Amount Awarded	Status Update
ESSER II	\$5,412,288.78	<ul style="list-style-type: none">● Original application approved on 5/4/21● FY23 budget amendment 1 approved on 1/23/23● FY23 budget amendment 2 approved on 5/15/23● Final budget amendment approved on 7/10/23● Finance confirmed spending is on track
ESSER III	\$12,155,535.91	<ul style="list-style-type: none">● Original application approved on 6/29/21● FY23 budget amendment 1 approved on 3/6/23● FY23 budget amendment 2 approved on 5/15/23



ESSER Overview

Federal Grant (Legislative Act)	TBLA Grant Award	Period of Availability/ Reimbursement Period
ESSER II (CRRSA)	\$5,412,288.78	March 2020 - September 2023
ESSER III (ARP)	\$12,155,535.91	March 2020 - September 2024

Allowable Uses:

- Address **learning loss** related to the impact of the pandemic on students and school communities, examples include:
 - implement evidence-based instructional programs and activities
 - purchase supplemental curriculum and supplies
 - administer high-quality assessments and track student progress
- Ensure a **safe and healthy learning environment**
 - address facility designs that impede social distancing
 - provide facility improvements to reduce virus transmission
 - purchase sanitizer and cleaning-related supplies
- Provide **continuity of services**
 - ensure that personnel are secure and staffing reflect the needs of the school as related to addressing learning loss and social-emotional needs
 - provide students and staff with technology needs when at-home instruction is required



ESSER II: Use of Funds

Category	Description	Budget
Tier II Interventions	<ul style="list-style-type: none"> • Reading Advantage • Math Advantage 	\$694,207.74
Curriculum & Supplies	<ul style="list-style-type: none"> • Science, Math, and Spanish curriculum • Supplemental Classroom Kits & Instructional Supplies • Printer, laminator, & cutting machine 	\$226,767.94
Workforce Development Programming	<ul style="list-style-type: none"> • Career Pathway Program for pre-nursing pathway 	\$32,544.00
Staff Development & Retention	<ul style="list-style-type: none"> • PD - National Academic Conference stipends • Retention Stipends & Summer PD Stipends 	\$218,000.00
Social Emotional Development	<ul style="list-style-type: none"> • Dean of Students & Enrichment Instructors 	\$291,509.90
Technology	<ul style="list-style-type: none"> • Leadership MacBooks • CTE computers for student programming • Smart boards 	\$317,549.17
Learning Environment	<ul style="list-style-type: none"> • Portables • Stairwell improvements & HVAC improvements • Expansion of outdoor playground • Shuttle buses • Security services 	\$1,887,393.00
Continuity of Services	<ul style="list-style-type: none"> • Budgeted personnel 	\$1,744,317.03
Total		\$5,412,288.78

ESSER III: Use of Funds



Category	Description	Budget
Tier II Interventions	<ul style="list-style-type: none"> Reading Advantage & Math Advantage 	\$601,665.00
Curriculum & Supplies	<ul style="list-style-type: none"> Digital Media Software subscription Supplemental Classroom Kits & Instructional Supplies Math and Reading curricula 	\$355,445.75
Workforce Development Programming	<ul style="list-style-type: none"> Career Pathway Program for pre-nursing pathway Transportation costs for CTE programs 	\$114,000.00
Staff Development & Retention	<ul style="list-style-type: none"> PD for SAT Tutoring & Beginning of Year Processes Retention & Summer PD stipends Instructional coaches 	\$425,721.80
Social Emotional Development	<ul style="list-style-type: none"> Enrichment instructors and materials Family and community engagement 	\$977,083.36
Technology	<ul style="list-style-type: none"> Student laptops 	\$180,919.00
Extended Learning Time Programming	<ul style="list-style-type: none"> Summer learning 	\$206,204.00
Learning Environment	<ul style="list-style-type: none"> Additional classrooms, staff offices & restrooms Rooms for Art, Music, Computer, Science Additional locker rooms & media center/library Expansion of Kitchen and Cafeteria Partitions for Girls Locker Room & School-wide Restrooms Shuttle Bus 	\$7,721,497.00
Continuity of Services	<ul style="list-style-type: none"> Budgeted personnel 	\$1,573,000.00
Total		\$12,155,535.91



Key Contacts

Name	Title	Email	Topics
Johnny Jin	Chief Strategy & Development Officer	jjin@phalenacademies.org	Grant budgeting, guidelines, applications, amendments
Eva Spilker	Chief Financial Officer	espilker@phalenacademies.org	Grant spending, reimbursements, general fund coordination

Number sentence: 4 plants + 3 plants = 7 plants
Answer: 7 plants

2. Color one half red. Color one third blue. Color one sixth green.

Thank you for your partnership!



HAYWOOD AND FLEMING ASSOCIATES

Risk Management ♦ Insurance ♦ Employee Benefits

August 21, 2023

Ms. Stephanie Braxton
Contracts and Insurance Administrator
Ms. Eva Spilker
Director of Finance
The Phalen Leadership Academies
2323 N. Illinois Street
Indianapolis, IN 46208

Re: Student Athletic Policy Renewal
Effective Date; September 6, 2023 – September 6, 2024

Dear Ms. Braxton and Ms. Spilker,

Thank you for continuing to partner with our local firm on the insurance and risk management needs of Drexel Foundation for Educational Excellence, Inc. We are pleased to enclose the renewal for the Student's Athletic policy. The renewal premium is \$20,415.00. Attached you will find the renewal invoice.

Upon review, if you should have any questions or concerns, please do not hesitate to give us a call. As always, we appreciate your business and look forward to being of service to you and the Drexel Foundation for Educational Excellence, Inc.

Cordially,



Leslie Skinner-Leslie
Vice President of Marketing and Operations



**DREXEL FOUNDATION/THEA BOWMAN LEADERSHIP ACADEMY
STUDENT ATHLETIC POLICY
COVERAGE/PREMIUM SUMMARY**

Applicant: Drexel Foundation/Thea Bowman Leadership Academy
973 West 6th Avenue
Gary, IN 46402

Company: Nationwide Life Insurance Policy

Type of Insurance: Sports Accident Policy

Term: September 6, 2023 – September 6, 2024

Coverage:	<u>Benefits and Amounts</u>	
	Accidental Death	\$10,000
	Specific Loss	\$10,000
	Catastrophic Injury Benefit	
	Maximum	\$500,000
	Principal Sum	\$100,000
	Annual Installment	\$40,000
	Medical Expense	
	Accident	
	Deductible	\$25,000
	Medical Overall Maximum	
	Medical Expense w/o Catastrophic Benefit	\$1,000,000
	Medical Expense & Catastrophic Benefit	\$2,000,000

Total Annual Premium: **\$20,415.00**

Invoice

Haywood And Fleming Associates
650 South Lake Street
Gary, IN 46403

(219)938-5025

Drexel Foundation for Educational Excellence, Inc.
Thea Bowman Leadership Academy
3401 W. 5TH AVENUE
Gary, IN 46406

(219)886-3222

Invoice Date: 7/31/2023
Invoice Number: 1988
Policy Number:
Account Number:
Company: AXIS Surplus Insurance Company
Rep: Leslie, Leslie

Terms: Annual Effective Date: 9/6/2023 Expiration Date: 9/6/2024

REVISED rate from \$29,669.26 due to decrease in student numbers

Inv. Date	Qty.	Invoice Description	Invoice Amount	Extension
7/31/2023	1	Sports Accident Renewal	\$20,415.00	\$20,415.00
			Total Invoice:	\$20,415.00
			Total Payments:	\$0.00
			Balance Due:	\$20,415.00



Underwritten by:
AXIS Insurance Company
 Serviced by:
 K&K Insurance Group, Inc.

MANDATORY & VOLUNTARY BLANKET MASTER INSURANCE APPLICATION

Coverage not available in the following states: AR, MD, NH, NY, WA

Application is hereby made for a plan of **BLANKET ACCIDENT INSURANCE** based on the following statements and representations:

Policyholder: Name of School/District Drexel Foundation/Thea Bowman Leadership Academy

Requested Effective Date: 9/6/2023 Requested Termination Date (one year from the Requested Effective Date): 9/5/2024

Street Address: 973 W 6th Ave

City: Gary State: IN Zip: 46402

Mailing Address (if different): _____

Contact Name: Marisa Simmons Title: _____

Phone: _____ Fax: _____

Email: _____

Mandatory Accident Coverage *(Coverage selected by school/district)*

Product Option	Grades	Total # of Insured	Rate	Premium
At-School Including Athletics & Activities	High	K-12	765	\$20,415.00
At-School Excluding Athletics & Activities				
Athletics & Activities				
Field Trip				
School Band				
JROTC				
Other (Please Specify)				
Other (Please Specify)				
Other (Please Specify)				
Total Mandatory Premium Due:				<u>\$20,415.00</u>

Voluntary Accident Coverage

Estimated annual school enrollment (total number of students): _____

Grades (mark one): PK-12 Elementary School Middle School High School

Effective Date: N/A

The terms and conditions of the requested plan of insurance may vary in certain states as required by the laws of those states. The terms of the policy when issued will govern. It is agreed the insurance applied for will not become effective unless a) this application is received and approved by AXIS Insurance Company based on current rules and requirements; b) the policy is accepted by the applicant; and c) the required premium is paid when due.

The applicant represents the information contained in this application is true and correct and forms the basis of the requested insurance. Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

POLICYHOLDER SIGNATURE

 Authorized Signature of Applicant

 Printed or typed name of Applicant's Authorized Representative

 Date

LICENSED BROKER/AGENT SIGNATURE

 Licensed Broker/Agent

 License Number

 Date



Underwritten by:
AXIS Insurance Company
 Serviced by:
 K&K Insurance Group, Inc.

SCHOOL CATASTROPHIC ACCIDENT MEDICAL MASTER INSURANCE APPLICATION

Coverage not available in the following states: AR, MD, NH, NY, WA

Application is hereby made for a plan of BLANKET ACCIDENT INSURANCE based on the following statements and representations:

Policyholder: Name of School/District Drexel Foundation/Thea Bowman Leadership Academy

Requested Effective Date: 9/6/2023 Requested Termination Date (one year from the Requested Effective Date): 9/5/2024

Street Address: 973 W 6th Ave

City: Gary State: IN Zip: 46402

Mailing Address (if different): _____

Contact Name: Marisa Simmons Title: _____

Phone: _____ Fax: _____

Email: _____

Catastrophic Accident Coverage

Eligible Classes (check applicable class(es))

- Class 1:** All enrolled student athletes, student managers, student athletic trainers, and student Cheerleaders of the Policyholder.
Covered Activities: All interscholastic athletics conducted by the Policyholder.
- Class 2:** All enrolled students of the Policyholder.
Covered Activities: All school related activities conducted by the Policyholder excluding interscholastic athletics.
- Class 3:** All enrolled students of the Policyholder.
Covered Activities: All school related activities conducted by the Policyholder including interscholastic athletics.

Plan Selection

<p style="text-align: center;">ACCIDENT MEDICAL BENEFIT</p> <p style="text-align: center;"><i>Total Maximum for All Accident Medical Benefits:</i></p> <p><input checked="" type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$5,000,000</p> <p style="text-align: center;">Deductible Amount: \$25,000</p> <p style="text-align: center;">Deductible Type: Integrated</p> <p>Benefit Period: 520 weeks from the date of the Covered Accident</p>	<p style="text-align: center;">ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT</p> <p style="text-align: center;"><i>Principal Sum:</i> \$10,000</p> <p style="text-align: center;"><i>Aggregate Limit of Indemnity:</i> \$500,000</p> <p style="text-align: center;">CATASTROPHIC CASH BENEFIT</p> <p style="text-align: center;"><input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included</p> <p style="text-align: center;">Catastrophic Cash Maximum: \$500,000</p> <p style="text-align: center;">Initial Payment: \$100,000</p> <p style="text-align: center;">Annual Payment: \$40,000</p>
--	--

Premium Calculation

<i>Eligible Persons</i>	<i>Rate per participant</i>	<i>X</i>	<i>Number of Students</i>	<i>= Premium</i>
Class 1				
Middle School Athletes	\$	X		=
High School Athletes	\$	X		=
Class 2 or 3				
Grades PRE K-8	\$ 1.02	X	509	= \$519.18
Grades 9-12	\$ 3.37	X	256	= \$862.72
Total Premium:				\$ 1,381.90
Minimum Premium if greater than the calculated premium:				\$ 500.00

Notes

The terms and conditions of the requested plan of insurance may vary in certain states as required by the laws of those states. The terms of the policy when issued will govern. It is agreed the insurance applied for will not become effective unless a) this application is received and approved by AXIS Insurance Company based on current rules and requirements; b) the policy is accepted by the applicant; and c) the required premium is paid when due.

The applicant represents the information contained in this application is true and correct and forms the basis of the requested insurance. Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

POLICYHOLDER SIGNATURE

Authorized Signature of Applicant

Printed or typed name of Applicant's Authorized Representative

Date

LICENSED BROKER/AGENT SIGNATURE

Licensed Broker/Agent

License Number

Date



SFA with FSMC Responsibility Contact

If the School Food Authority (SFA) contracts the management of Child Nutrition Program operations with a Food Service Management Company (FSMC), the SFA remains responsible for the overall operation of the Program. This responsibility requires that the SFA retain and maintain direct involvement in the operations and cannot delegate certain responsibilities to the FSMC. This Responsibility Contact List must be maintained for all SFAs that have a contract with a FSMC. **It is the responsibility of the SFA to keep the contact list current and it will be required at renewals, reviews, and audits.**

Name of SFA Thea Bowman Leadership Academy

Sponsor Number 9460

SFA Responsibility Activity	Name of SFA Staff Responsible
<input type="checkbox"/> CNP Web Contact Updates	Add name(s) <u>Antoinette Troupe</u> Add contact number <u>(219) 512-0381</u>
<input type="checkbox"/> Claims – Edit Checks	Add name(s) <u>Antoinette Troupe</u> Add contact number <u>(219) 5120381</u>
<input type="checkbox"/> Equipment Purchases	Add name(s) <u>Antoinette Troupe</u> Add contact number <u>(219) 512-0381</u>
<input type="checkbox"/> USDA Foods Surveys	Add name(s) <u>Paul Farrington</u> Add contact number <u>(317) 797-8078</u>
<input type="checkbox"/> USDA Foods Orders/Inventory	Add name(s) <u>Antoinette Troupe</u> Add contact number <u>(219) 512-0381</u>
<input type="checkbox"/> Monthly USDA Foods Reconciliation Report	Add name(s) <u>Eva Spilker</u> Add contact number <u>(410) 598-3087</u>
<input type="checkbox"/> Periodic Monitor Review	Add name(s) <u>Antoinette Troupe</u> Add contact number <u>(219) 512-0381</u>
<input type="checkbox"/> Free and Reduce F&R Application Processing	Add name(s) <u>Paul Farrington</u> Add contact number <u>(317) 797-8078</u>
<input type="checkbox"/> F&R Application Verification	Add name(s) <u>Paul Farrington</u> Add contact number <u>(317) 797-8078</u>
<input type="checkbox"/> USDA Foods DoD Fresh	Add name(s) <u>Antoinette Troupe</u> Add contact number <u>(219) 512-0381</u>
<input type="checkbox"/> Direct Certification	Add name(s) <u>Paul Farrington</u> Add contact number <u>(317) 797-8078</u>

Monthly Itemized Invoice Review & Payment
Approval

Add name(s) *Antoinette Troupe*
Add contact number *(219) 512-0381*

Appendix A: Independent Price Determination Certificate

Appendix A

Independent Price Determination Certificate

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

<u>Compass Group USA, Inc., by and through its Chartwells Division</u>	<u>Thea Bowman Leadership Academy</u>
Name of Food Service Management Company	Name of School Food Authority


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

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

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

<u></u>	<u>Amy Shaffer, CEO, Chartwells K12</u>	<u>6/21/2023</u>
Signature of FSMC's Authorized Representative	Title	Date

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

<u></u>	<u>Operations Manager</u>	<u>7/26/23</u>
Signature of SFA's Authorized Representative	Title	Date

NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

Appendix B: Certification Regarding Debarment

Appendix B



Indiana Department of Education

Dr. Katie Jenner, Secretary of Education

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.213 and 2 CFR Part 417. Copies of the regulations may be obtained by contacting the Indiana Department of Education.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Amy Shaffer, CEO, Chartwells K12
Names(s) and Title(s) of Authorized Representative(s) of the Vendor/FSMC

A. Shaffer
Signature(s)

6/21/2023
Date

Appendix C: Clean Air and Water Certificate

Appendix C

Clean Air and Water Certificate

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

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

Thea Bowman Leadership Academy
Name of School Food Authority

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Amy Shaffer
Signature of FSMC's Authorized Representative

Amy Shaffer, CEO, Chartwells K12 6/21/2023
Title Date

Arund Z
Signature of SFA's Authorized Representative

Operations Manager 7/26/23
Title Date

Appendix D: Certification Regarding Lobbying

Appendix D

CERTIFICATION REGARDING LOBBYING

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 the 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, or an employee of a Member of Congress in connection with this Federal grant 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.

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

2400 Yorkmont Road, Charlotte, NC 28217

 Name/Address of Organization (FSMC)

Amy Shaffer, CEO, Chartwells K12

 Name/Title of Submitting Official



 Signature

6/21/2023

 Date

Appendix D (cont)

NOT APPLICABLE

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ____ a. bid/offer/ application b. initial award c. post-award	3. Report Type: ____ a. initial filing b. material change For Material Change Only: Year ____ Quarter ____ Date of Last Report ____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI) 10. b. Individuals Performing Services (including address if different from No. 10.a.) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes ____ (Number ____) No ____		

<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	Signature: <u>A. Shaffer</u>
	Print Name: <u>Amy Shaffer</u>
	Title: <u>CEO, Chartwells K12</u>
	Telephone: <u>(704) 328-4000</u>
	Date: <u>6/21/2023</u>

Appendix D (cont)

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____	Page
of _____	

Appendix E: Buy American Provision Certification

Appendix E BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SFA Name Thea Bowman 9460

The Buy American Provision (7 CFR Part 210.21(d)) requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods. "Domestic" is defined as a product that is grown in the United States, or with processed food items, the product must be processed in the United States of food that is produced and grown domestically in the United States. Any product processed by a responsive vendor must contain over 51% of the food component, by weight or volume, from U.S. origin.

The vendor must include all component items bid by the company that do not meet the definition of "domestic". This document must be included as a part of the bid.

VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)	
<input type="checkbox"/>	1. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S.
<input checked="" type="checkbox"/>	2. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below
NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NONDOMESTIC PRODUCT IS BID FOR EACH ITEM.
Bananas	This product includes <u>Seasonal</u> % U.S. Content. The product is grown in Central America. <input checked="" type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: \$ ___ / ___ Price of Domestic or U.S. Grown Product Per Unit \$ ___ / ___ Price of Price of Non-Domestic Product Per Unit
Tuna	This product includes <u>Seasonal</u> % U.S. Content. The product is grown in Vietnam _____. <input checked="" type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: \$ ___ / ___ Price of Domestic or U.S. Grown Product Per Unit \$ ___ / ___ Price of Price of Non-Domestic Product Per Unit

Appendix E, cont.

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NONDOMESTIC PRODUCT IS BID FOR EACH ITEM.
Avocado	<p>This product includes <u>seasonal</u> % U.S. Content. The product is grown in Mexico _____.</p> <p><input checked="" type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Price of Non-Domestic Product Per Unit</p>
Tropical Fruit	<p>This product includes <u>seasonal</u> % U.S. Content. The product is grown in India _____.</p> <p><input checked="" type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Price of Non-Domestic Product Per Unit</p>
Black Olives	<p>This product includes <u>seasonal</u> % U.S. Content. The product is grown in Spain _____.</p> <p><input checked="" type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Price of Non-Domestic Product Per Unit</p>
Jalapenos	<p>This product <u>seasonal</u> % U.S. Content. The product is grown in Mexico _____.</p>

The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.
 OR
 The cost of the U.S. product is significantly higher than the non-domestic product.

List prices and unit pack size below for item to be considered:

\$ ____ / ____ Price of Domestic or U.S. Grown Product Per Unit

\$ ____ / ____ Price of Price of Non-Domestic Product Per Unit

Appendix E, cont.

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NONDOMESTIC PRODUCT IS BID FOR EACH ITEM.
Honey	<p>This product includes seasonal % U.S. Content. The product is grown in Canada, India, Ukraine, multiple countries _____.</p> <p><input checked="" type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ ____ / ____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ ____ / ____ Price of Price of Non-Domestic Product Per Unit</p>
pineapples	<p>This product includes Seasonal% U.S. Content. The product is grown in Mexico, Brazil, Paraguay _____.</p> <p><input checked="" type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ ____ / ____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ ____ / ____ Price of Price of Non-Domestic Product Per Unit</p>
Mandarin Oranges	<p>This product includes seasonal % U.S. Content. The product is grown in Japan and India _____.</p> <p><input checked="" type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ ____ / ____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ ____ / ____ Price of Price of Non-Domestic Product Per Unit</p>

List of Suppliers

Core Vendors:

- GFS
- Alpha Baking
- Piazza Produce
- Prairie Farms
- Coca Cola
- Pepsi

365 RETAIL MARKETS
 A MAESTRANZI SONS KNIFE SERVICES
 ADAMS BURCH INC
 ADVANCED FRESH CONCEPTS FRANCHISE C
 ADVANTAGE WORKFORCE SERVICES LLC
 AGREENOZZI LLC
 AIRGAS INC
 AIRGAS RETAIL SERVICES LLC
 ALADDIN TEMP RITE
 ALBERT USTER IMPORTS INC
 ALBERT'S ORGANICS
 ALL TEAM STAFFING INC
 ALPHA BAKING COMPANY INC
 ALSCO INC
 AMERICAN DAWN INC
 AMTEX SUPPLY HOLDINGS INC
 ANNIES FROZEN YOGURT
 ANU SUSHI LLC
 AQUAHEALTH INC
 ARETE LLC
 ARIZONA BEVERAGES USA
 ASIANA MANAGEMENT GROUP INC
 AYS STAFFING INC
 BAKEMARK USA
 BAKERY CITY LLC
 BARGREEN ELLINGSON
 BAXTER HODELL DONNELLY PRESTON INC
 BBJ RENTALS INC
 BIMBO BAKERIES USA INC
 BINDI NORTH AMERICA INC
 BLOCK AND COMPANY INC
 BLUECREW INC
 BLUETRITON BRANDS INC
 BON APPETIT DISTRIBUTION INC
 BORTON CONSTRUCTION
 BORTON CONSTRUCTION
 BRINKS INCORPORATED
 BUNN-O-MATIC CORP
 BYTE FOODS INC
 CANDACITY LLC
 CARIBOU COFFEE COMPANY
 CARTS OF COLORADO INC
 CHEF WORKS INC
 CHIPMAN DESIGN ARCHITECTURE INC
 CINTAS
 CINTAS CORPORATION NO 616
 CLUNE CONSTRUCTION COMPANY LP
 CMC Group Inc
 COCA COLA BOTTLING CO KOKOMO IND IN
 COLD FRONT DISTRIBUTION
 COMMERCIAL FOODSERVICE REPAIR INC
 CONCENTRA MEDICAL CENTER TX
 COPESAN SERVICES INC
 Core Mark Midcontinent Inc
 CORE STATES INC
 COUNTRY COFFEE CO INC
 COZZINI BROS
 CRANE CONSTRUCTION COMPANY LLC
 CSG OF EXETER LLC
 CULLIGAN INTERNATIONAL COMPANY
 DARTAGNAN INC
 DAVACO
 DELAWARE TENDER STAFFING LLC
 DIEB ENTERPRISES
 DIGITAL PRINTING SYSTEMS INC
 DIPPIN' DOTS HOLDING LLC
 DIVERSEY INC
 DOVER FOODS INC
 DP3 ARCHITECTS LTD
 EEC ACQUISITION LLC

EFT BOTTLING GROUP
 ELITE FOODSERVICE EQUIPMENT
 ELKAY SALES INC
 ENVIRONETICS GROUP ARCHITECTS PC
 EURO USA MIDWEST LLC
 FARMER BROS CO
 FCWS INC
 FEDEX OFFICE AND PRINT SERVICES INC
 FILTAFRY
 FIRST SOURCE LLC
 FLOWERS FOOD INC
 Food Fleet Inc
 FORD HOTEL SUPPLY CO
 FOUNTAINHEAD FOODSERVICE GROUP INC
 FRITO LAY
 FUJISAN FRANCHISING CORP
 G&K BAKING LLC
 GFS (GORDON FOOD SERVICE)
 GIFTCRAFT LTD
 GLERUP-REVERE COMPANY
 GOLD MEDAL PRODUCTS CO
 GOOD SOURCE SOLUTIONS INC
 GREAT LAKES COCA COLA DISTRIBUTION
 GS INCORPORATED
 GTS LIVING FOODS LLC
 HALL'S RENTAL SERVICE INC
 HAPPY & HEALTHY PRODUCTS
 HARNEY & SONS
 HD SUPPLY FACILITIES MAINTENANCE LT
 HEADWAY WORKFORCE SOLUTIONS INC
 HENRICKSEN & CO
 HERC/HERTZ EQUIPMENT RENTAL CORPORATION
 HERSHEY CREAMERY COMPANY
 HIRE QUEST
 HOGDEN INDUSTRIES LLC
 HOLIDAY HOUSE DISTRIBUTING LLC
 HORIZON HOSPITALITY SOLUTIONS LLC
 HYDRATION LABS INC
 HYGIENA
 ICM DISTRIBUTING COMPANY INC
 IDX CORPORATION INC
 ILLY CAFFE NORTH AMERICA INC
 IMAGERY UNLIMITED
 IN HARVEST INC
 INNVOKE LLC
 INTEGRATED MARKETING TECHNOLOGIES
 ITW FOOD EQUIPMENT GROUP LLC
 J SOSNICK AND SON
 JAFCO FOODS INC
 JB HUNT TRANSPORT INC
 JB&J CONSTRUCTION LLC
 JBI LLC
 JDL WARM CONSTRUCTION LLC
 JJJ INTERNATIONAL INC
 Job Impulse Inc
 JOBLETICS PRO INC
 JOE & ROSS ICE CREAM
 JOHNSON CONTROLS FIRE PROTECTION
 KAI DAVID HALLER ARCHITECTS INC
 KAIVAC INC
 KELLERMEYER BERGENSONS SERVICES LLC
 KEN'S BEVERAGE
 KLOSTERMAN BAKING
 KOSHER MART
 LAMACAR INC
 LGC ASSOCIATES LLC
 LIQUID ENVIRONMENTAL SOLUTIONS
 LIT WORKSHOP INC
 Loomis Armored US LLC
 LOUIS WOHL & SONS
 LWIN FAMILY CO
 MARK VEND COMPANY
 MARQUEE EVENT GROUP INC
 MAX TAYLOR AND COMPANY INC
 MAYSE & ASSOCIATES INC
 MCGRATH RENTCORP

MCKEE FOODS
 MCMILLAN PAZDAN SMITH LLC
 MEATS BY LINZ INC
 MEDVANTAGE
 METROGRAPHICS INC
 MG FOODS INC
 MICKEYS LINEN AND TOWEL SUPPLY INC
 MIDDLEBY MARSHALL INC
 MIDWEST INSTITUTIONAL FOOD DISTRIBUTORS INC
 MIFFYS FOODS LLC
 MN ARCHITECTURE DPC
 MOBILE KITCHENS USA INC
 MURALI KRISHNAN
 MUZAK LLC
 NASSAU CANDY DISTRIBUTORS INC
 NCR
 NESTLE USA INC
 NEW CARBON COMPANY LLC
 NEWCO ENTERPRISES INC
 NILFISK INC
 NUCO2 INC
 NUGO NUTRITION
 NUMI INC
 NVIRONMENT ARCHITECTURE LLC
 OCCASIONS STAFFING SOLUTIONS LLC
 ODWALLA
 OFFICE DEPOT
 OKELLY KASPRAK LLC
 OMNIPLAN INCORPORATED
 ONECIS INSURANCE COMPANY
 ORKIN LLC
 PANORAMA WELLNESS PRODUCTION LLC
 PAPA JOHNS INTERNATIONAL INC
 Parts Town LLC
 PBC PEPSI
 PEETS COFFEE
 PENSKE TRUCK LEASING CO LP
 PEOPLEREADY INC
 PEPSI COLA BOTTLING
 PETER'S WHOLESALE MEAT CORP
 PHASE ZERO DESIGN CORPORATION
 PIAZZA PRODUCE INC
 POPPIES DOUGH OF ILLINOIS INC
 POSDATA GROUP INC
 Post Compliance
 POWER DISTRIBUTING LLC
 PRAIRIE FARMS DAIRY
 QUALITY FLOW
 R W SMITH & CO
 RBG PLASTIC LLC
 RC FINE FOODS
 RECYCLINE INC
 REDDY ICE
 REDI HELP INC
 RENUE SYSTEMS
 RESTAURANT TECHNOLOGIES INC
 RETAYLORS INTERIORS INC
 RIGHTWATER INC
 RK STRATEGIC MGMT SOLUTIONS LLC
 ROBIN J VOS ENTERPRISES
 ROLLING FRITO LAY SALES LP
 ROMAINE EMPIRE INC
 RR DONNELLEY
 RTE CUISINE INC
 RUSSELL MCCALLS INC
 SACHSE CONST AND DEVELOPMENT CO LLC
 SCFF LLC TA SWISS CHALET FINE FOODS
 SCOPOS HOSPITALITY GROUP LLC
 SEATING CONCEPTS
 SERVICEMASTER CONSUMER SERVICES LP
 Shoes for Crews
 SHRADER & MARTINEZ CONSTRUCTION USA
 SIMPLEX GRINNELL
 SINGER EQUIP COMPANY INC
 SINGER EQUIPMENT COMPANY INC
 S-L DISTRIBUTION COMPANY INC

- SMART BEVERAGE INC
- SMARTSODA HOLDINGS INC
- SOBEL WESTEX
- SOLID SURFACE CARE INC
- SS KEMP & CO LLC
- STRATEGIC EQUIPMENT LLC
- STREET COLLABORATIVE LLC
- STUMPTOWN COFFEE CORP
- SUNDANCE BEVERAGE
- SUPREME LOBSTER AND SEAFOOD COMPANY
- SURFACIDE LLC
- SUSHI DO LLC
- SYSCO FOOD SERVICE
- SYSCO GUEST SUPPLY LLC
- T&W CORPORATION
- TAYLOR FREEZER SALES
- TEMPSNOW EMPLOYMENT & PLACEMENT SER
- TENNANT SALES & SERVICE COMPANY
- TERSANO INC
- THE AMERICAN BOTTLING COMPANY
- THE BOELTER COMPANIES INC
- THE CHEFS WAREHOUSE MIDWEST LLC
- THE COCA COLA COMPANY
- THE E GROUP
- THE HOME CITY ICE COMPANY
- THE IDGROUP LLC
- THE ROBINS & MORTON GROUP
- THE VITA COCO COMPANY INC
- THE YERBA MATE CO LLC
- THORNDALE CONSTRUCTION SERVICES INC
- TK ELEVATOR CORPORATION
- TRADECRAFT OUTFITTERS
- TRIDENT BEVERAGE INC
- TRIMARK FOODCRAFT INC
- TRIMARK UNITED EAST
- TROPICAL NUT & FRUIT
- TROPICAL PARADISE INC
- TROPICANA CHILLED DSD
- TRUE WORLD FOODS NEW YORK LLC
- TURBOCHEF
- TWININGS NA
- UNITED NATURAL FOODS
- UNITED PARCEL SERVICE
- US FOODSERVICE INC
- USA CLEAN INC
- VAN LANG FOODS
- VIABELLA HOLDINGS LLC
- VISION BUILDERS INC
- VISTAR
- VISUAL GRAPHICS SYSTEMS INC
- WASTE HARMONICS LLC
- WATERLOGIC USA INC
- WB OLSON INC
- WHITESTONE PARTNERS INC
- WISEPAK FOODS LLC
- Workforce Brokers LLC
- WW GRAINGER INC

Attention Vendor: Return With Your Proposal

ATTENTION VENDOR: RETURN WITH YOUR PROPOSAL

Child Nutrition Staff will determine whether to purchase the domestic or the non-domestic product considering the information above and will notify the vendor of the award.

Company Name: Compass Group USA, Inc., by and through its Chartwells Division
Signature: *A. Shaffer* Title: Amy Shaffer, CEO, Chartwells K12 Date: 6/21/2023

SPONSOR APPROVAL

The sponsor must approve all non-domestic agricultural products that will be awarded under this contract. The sponsor is responsible for determining if the information provided by the vendor is true and correct.

Authorized Representative Name: *Antoinette Troupe* Title: Operations Manager
Thea Bowman Leadership Academy Date Approved: 7/26/23 Title:
Sponsor Name: Antoinette Troupe

Vendor Agreement Amendment

Vendor Agreement Amendment

The Vendor/Contractor hereby agrees that it will comply with:

USDA Assurance of Civil Rights Compliance

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. 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);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. 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.
- x. 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, the Sponsor 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 the Sponsor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

Indiana Assurance of Civil Rights Compliance

This assurance is provided pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this assurance may be regarded as a material breach of this Agreement, but nothing in this assurance shall be construed to imply or establish an employment relationship between the State Agency and any applicant or employee of the Sponsor or any subcontractor.

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Sponsor covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Sponsor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

SCHOOL FOOD AUTHORITY:

Thea Bowman Leadership Academy

Name of SFA

[Signature]

Signature of Authorized Representative

Antoinette Troupe

Typed Name of Authorized Representative

Operations Manager

Title

7/26/23

Date

FOOD SERVICE MANAGEMENT COMPANY:

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

Name of FSMC

[Signature]

Signature of Authorized Representative

Amy Shaffer

Typed Name of Authorized Representative

CEO, Chartwells K12

Title

6/21/2023

Date

4/2019

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

AMENDED

CERTIFICATE OF AUTHORITY

To Whom These Presents Come, Greeting:

WHEREAS, there has been presented to me at this office the Application for an Amended Certificate of Authority for:

CANTEEN CORPORATION

a foreign corporation incorporated under the laws of the state of Delaware, and said application has been prepared in accordance with the provisions of the Indiana Business Corporation Law, as amended.


The name of the corporation is amended as follows:

COMPASS GROUP USA, INC.

NOW THEREFORE, I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that I have this day filed said application in this office.

The character of business, pursuant to its Articles of Incorporation or Association, which the Corporation is hereafter authorized to transact in Indiana, is as listed in its original Application for a Certificate of Authority, and any amendments thereto.

The effective date of this Amended Certificate of Authority is March 11, 1996.



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Eleventh day of March, 1996.

Sue Anne Gilroy
SUE ANNE GILROY, Secretary of State

[Signature]
Deputy

EXHIBIT B

ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

Dennis Hogan, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

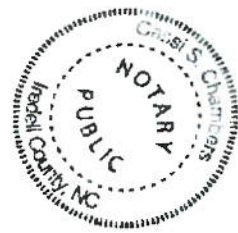
Signed

Dennis Hogan

Subscribed and sworn before me this 20th day of June, 2023.

Notary Public (or Clerk or Judge) Casin Chambers COMMISSION Exp: 4/4/24

My commission expires 4/4/24



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

2400 Yorkmont Road

Charlotte, NC 28217

OWNER:

(Name, legal status and address)

Thea Bowman Leadership Academy

3401 W 5th Ave

Gary, IN 46402

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

Mailing Address for Notices

Same As Above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Food Service Management

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of June, 2023.



 (Witness)



 (Witness) Ellen S. Womble

Compass Group USA, Inc., by and through its Chartwells Dining Division
 (Principal) _____ (Seal)

By: 

 (Title) Daniel Thomas SVP & Treasurer

Travelers Casualty and Surety Company of America
 (Surety) _____ (Seal)

By: 

 (Title) Michelle A. Adams, Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"); and that the Companies do hereby make, constitute and appoint Michelle A. Adams of Charlotte, NC, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond
OR

Principal: Compass Group USA, Inc., by and through its Charlevoix Dining Lives on
Obligee: Thea Bowman Leadership Academy

Project Description: Food Service Management

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By [Signature]
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



[Signature]
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows.

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of June, 2023



[Signature]
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



USI Insurance Services
6100 Fairview Drive
Suite 1400
Charlotte, NC 28210
www.usi.com
Tel: 704.543.0258

June 23, 2023

Thea Bowman Leadership Academy
3401 W 5th Ave.
Gary, IN 46402

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

Dear Sir or Madam:

We are writing to you at the request of **Compass Group USA, Inc. by and through its Chartwells Dining Division**, this principal has or is about to submit a proposal for Bid for:

Food Service Management

If a contract for this work is awarded to **Compass Group USA, Inc. by and through its Chartwells Dining Division**, the **Travelers Casualty and Surety Company of America**, a surety licensed to conduct business in IN has agreed to act as surety on the bond as specified in the bid proposal.

Please let us know if you need anything further in this regard.

Sincerely,


Michelle A. Adams
Attorney-In-Fact

Property & Casualty · Employee Benefits · Personal Risk · Retirement Consulting
The USI ONE Advantage®



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MICHELLE A ADAMS** of **CHARLOTTE** North Carolina, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of June, 2023



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Labor Schedule

Hourly

Hourly Description	School	Responsibility - Base	Responsibility - Year 1	Base					Year 1										
				Hourly Rate	Hours / Day	# Work Days	# Holidays	# Other Days	Wages	Fringe	Total	Hourly Rate	Hours / Day	# Work Days	# Holidays	# Other Days	Wages	Fringe	Total
Total Chartwells Hourly Wages																			
Total District Hourly Wages																			
Stay Books	Other	Chartwells	Chartwells	\$0											\$0	\$0	\$0	\$0	
State Retirement Contributions	Other	Chartwells	Chartwells	\$0											\$0	\$0	\$0	\$0	
Plug	Other	Chartwells	Chartwells	\$0											\$0	\$0	\$0	\$0	
Lead Support	Thes Bowman Leadership Academy	Chartwells	Chartwells	\$15.00	7.0	201	-	-	\$21,105	\$4,784	\$25,889	\$17.50	7.0	200.0	8.0	2	\$25,480	\$5,788	\$31,268
FSW	Thes Bowman Leadership Academy	Chartwells	Chartwells	\$14.00	6.0	201	-	-	\$16,884	\$3,836	\$20,720	\$15.00	6.0	200.0	6.0	2	\$18,720	\$4,283	\$22,973
FSW	Thes Bowman Leadership Academy	Chartwells	Chartwells	\$14.00	6.0	186	-	-	\$15,824	\$3,549	\$19,173	\$15.00	6.0	178.0	6.0	2	\$16,740	\$3,803	\$20,543
FSW	Thes Bowman Leadership Academy	Chartwells	Chartwells	\$14.00	5.0	186	-	-	\$13,020	\$2,958	\$15,978	\$15.00	6.0	178.0	6.0	2	\$16,740	\$3,803	\$20,543
FSW	Thes Bowman Leadership Academy	Chartwells	Chartwells	\$14.00	5.0	186	-	-	\$13,020	\$2,958	\$15,978	\$15.00	6.0	178.0	6.0	2	\$16,740	\$3,803	\$20,543
Cashier	Thes Bowman Leadership Academy	Chartwells	Chartwells	\$0.00	-	-	-	-	\$0	\$0	\$0	\$15.00	6.0	178.0	6.0	2	\$16,740	\$3,803	\$20,543
FSW	Thes Bowman Leadership Academy	Chartwells	Chartwells	\$0.00	-	-	-	-	\$0	\$0	\$0	\$15.00	2.5	180.0	6.0	2	\$7,050	\$1,602	\$8,652
FSW	Thes Bowman Leadership Academy	Chartwells	Chartwells	\$0.00	-	-	-	-	\$0	\$0	\$0	\$15.00	2.5	180.0	6.0	2	\$7,050	\$1,602	\$8,652

Salary

Salary Staff	School	Responsibility - Base	Responsibility - Year 1	Base			Year 1		
				Wages	Fringe	Total	Wages	Fringe	Total
Total Chartwells Salaried Wages				\$10,650	\$2,797	\$13,447	\$75,000	\$19,698	\$94,698
Total District Salaried Wages				\$0	\$0	\$0	\$0	\$0	\$0
Food Service Manager	Thes Bowman Leadership Academy	Chartwells	Chartwells	\$10,650	\$2,797	\$13,447	\$75,000	\$19,698	\$94,698

Addendum

Addendum to RFP/Contract

Addendum to the RFP/awarded Contract by and between Compass Group USA, Inc. by and through its Chartwells Division (the "FSMC") and Thea Bowman Leadership Academy (the "SFA"), dated as of July 1, 2023.

The following terms of the Addendum shall replace and supersede the corresponding portions of the awarded contract.

1. Page 7 is amended by replacing the second sentence in Section A(17) with the following:

"The SFA shall make payments within 30 calendar days of the invoiced date."

2. Page 8 is amended by adding a new section as Section 27:

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

3. Page 16, Section K is amended by inserting a new subsection (21):

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

4. Page 16, Section K is amended by inserting a new subsection (22):

"In the event that any LEA employee or new hire becomes an FSMC employee, the FSMC shall charge the LEA directly for the cost of the labor for such employee, outside the rate (including, but not limited to, salary and benefits)."

5. Page 17, Section P(3) is amended by adding the following to the end of the section:

"FSMC will fund pre-opening/transition expenses (the "Pre-Opening Expenses") in a sum not to exceed \$32,014. The Pre-Opening Expenses will be amortized below the line at FSMC's expense on a straight line basis from July 1, 2023 through June 30, 2028. Title to any equipment, smallwares, or other items purchased with the Pre-Opening Expenses will remain with the SFA. If this Contract is terminated or

not renewed for any reason prior to the full amortization of the Pre-Opening Expenses, SFA shall pay to FSMC the full amount of the unamortized portion of the Pre-Opening Expenses immediately upon termination or expiration.

If the Agreement is terminated or not renewed for any reason prior to the full amortization of an investment, the SFA shall either: (i) retain any equipment or other items funded by the investment and continue to make payment to Chartwells in accordance with the agreed upon monthly amortization schedule, or (ii) return the equipment to Chartwells in full release of the unpaid balance.”

- 6. Page 20, Section X(1) is amended by adding the following to the end of the section:

“FSMC has a right of termination for cause, subject to a 30-day cure period.”

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

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

Thea Bowman Leadership Academy

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

By: _____

By: _____

Name: _____

Name: Amy Shaffer

Title: _____

Title: CEO, Chartwells K12

Date: _____

Date: _____



RFP



Indiana Department of Education

Dr. Katie Jenner, Secretary of Education

School and Community Nutrition Programs
Indiana Government Center North, 9th Floor
100 N Senate Ave
Indianapolis, IN 46204 www.doe.in.gov/food

Food Service Management Company (FSMC) Request for Proposals (RFP)



Thea Bowman Leadership Academy
#9460 3401 W. 5th Avenue, Gary, IN 46402

July 1, 2023 to June 30, 2024

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

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

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

1. **Mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **Fax:**
(833) 256-1665 or (202) 690-7442; or
3. **Email:** program.intake@usda.gov

This institution is an equal opportunity provider.

Thea Bowman 9460 FSMC RFP

Page 6 of 46

General Information

A. Intent

This solicitation is for the purpose of entering into a contract with a Food Service Management Company for the operation of a food service program for Thea Bowman Leadership Academy, herein after referred to as the School Food Authority (SFA).

The bidder is herein referred to as the Food Service Management Company (FSMC). The final contract will be between the FSMC and SFA.

B. Procurement Method

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 7 CFR Part 200. **The SFA shall choose one of the following options.**

- This contract will be a **Fixed Price Contract** to be bid as a total per-meal cost reimbursement consisting of three components: Direct Cost of Operation, Administrative Fee, and Management Fee
- This contract will be a **Cost-Reimbursable Contract** wherein the FSMC will be paid on the basis of the direct cost (food, labor and supplies) incurred plus a fixed fee (administrative and management fees). All program expenses not otherwise defined in the contract will be assumed by the FSMC under the Administrative Fee. Expenses that represent the administrative fee must be itemized. A management fee represents the profit to the FSMC.

C. Pre-Bid Meeting

- A Pre-Bid Meeting will be held (see details below).

A meeting with interested bidders to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be held on **June 16, 2023, at 1:00pm** ET at 3401 W. 5th Ave. Gary, IN 46402. **Attendance is required.**

- A Pre-Bid Meeting will not be held.

D. Bid Submission and Award

1. Proposals are to be submitted to: Thea Bowman Leadership Academy
Attention: Antoinette Troupe
3401 W. 5th Avenue,
Gary, IN 46402

And electronically to atroupe@theabowmanacademy.org and jenna@sfgroup.org.

Public opening of proposals will be held virtually at 10:00am ET on June 23, 2023. Proposals will not be accepted after this time. Proposals are to be submitted in a sealed envelope marked Food Service Management Company Bid and by emailing an electronic copy to atroupe@theabowmanacademy.org and jenna@sfgroup.org with the subject line Food Service Management Company Bid. Virtual meeting details and materials may be obtained by contacting Jenna Foster at jenna@sfgroup.org.

2. In accordance with Title 7 CFR Part 200.319 (b), the SFA must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

3. SFAs are prohibited from entering into a contract with a FSMC that provides recommendations, develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.
4. The SFA reserves the right to reject any or all bids, if deemed in the best interest of the SFA.
5. For consideration, each FSMC must submit a complete response to this solicitation using the forms provided.
6. The SFA will award the contract to the most qualified and responsible FSMC whose proposal is responsive to this solicitation. A responsible FSMC is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.
7. FSMCs 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 FSMC's own risk and cannot secure relief on the plea of error. The SFA is not liable for any cost incurred prior to approval of the Indiana Department of Education (IDOE) and the execution of the contract. Paying the FSMC from Child Nutrition (CN) Program funds is prohibited until the contract is signed by both parties and final approval is provided by IDOE.
8. If additional information is required, please contact **Antoinette Troupe, atroupe@theabowmanacademy.org or Jenna Foster, 504-370-7635, jenna@sfwgroup.org.**

E. Award Criteria

The contract will be awarded to the responsible bidder whose proposal is most advantageous to the program with price and other factors considered. An evaluation committee will be comprised of at least three people. Each committee member evaluates proposals independently. The award criteria and the relative value assigned to each must be specified on the evaluation form (Attachment A) with Cost being the primary factor (assigned the greatest number of points compared to other factors).

F. Bid Protests

Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential contractors. SFAs must attach their bid protest procedures to their RFPs. Pursuant to 2 CFR Part 200.318, SFAs must in all instances disclose all information regarding a protest to IDOE.

The Corporation's bid protest procedures are as follows:

1. A bidder shall have 3 days to file a protest with the Operations Manager in accordance to the same procedures defined in the request for proposal. Failure to follow these steps will invalidate a protest.
2. The Operations Manager will review the protest within 7 days of receipt. The Operations Manager will decide if the protest is valid and shall determine if it impacted the bid award process. The Operations Manager will notify the Thea Bowman School Board and the state agency of a protest. The Operations Manager will note that there was a protest in any decision to award a bid.

G. Captions

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

H. Contract Terms

The contract shall be for a period of one year with the school year beginning on or about **July 1, 2023**, and ending **June 30, 2024**, with up to four one-year renewals with mutual agreement between the SFA and the FSMC. This contract cannot be effective prior to the date of final approval by IDOE and signatures of both parties.

I. Employees

Retention of the current food service employees is addressed in the Standard Terms and Conditions under subsection Employees.

J. Errors or Omissions

The proposing vendor shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors occur in the specification, the vendor shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported prior to proposals being submitted. The SFA must communicate to all potential bidders.

K. Final Contract

The complete contract will include all documents included by the SFA in the RFP and the proposal submitted by the FSMC.

L. Gifts from FSMC

The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors. To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

M. Late Bids

The SFA will not consider any bid received after the exact time specified for receipt.

N. Meal Equivalents

For the purpose of making the meal count computation, the number of meals served to children shall be determined by actual counts of reimbursable meals. The FSMC and SFA shall determine a la carte meal equivalents by dividing the a la carte revenue by the sum of the Federal and State free meal reimbursement plus the value of USDA entitlement and bonus donated foods. A la carte revenue shall include adult meals and a la carte sales to students and adults. If applicable, include revenue from vending machine sales as part of the a la carte revenue.

O. Payment and Fees

The following definitions are provided to clarify what are allowable direct costs:

- **Food:** limited to those items purchased for use in the preparation and service of student, adult, and a la carte meals as specified under terms and conditions.
- **Labor:** limited to on-site employees responsible for the management, preparation, service, and clean up of meals.
- **Miscellaneous Expenses:** paper supplies (including decorations), equipment rental, cleaning materials, commodity handling and warehousing charges, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and other expenses as contractually obligated herein.

P. Additional Information

The SFA may add any additional items that need to be covered in the RFP/original contract below. The SFA may not add additional items to the Renewal Year Contracts without rebidding unless the item constitutes an immaterial change from the original contract. An exclusive listing

of changes that are material regarding the many procurement actions undertaken in child nutrition programs cannot be provided. SFA should consult with legal counsel in making those determinations. However, IDOE views a change as material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP.

Standard Terms and Conditions

A. Scope and Purpose

- 1. The FSMC shall operate in conformance with the SFA's Agreement with IDOE.
- 2. The SFA currently operates or is adding the programs indicated below with a checkmark. The FSMC, as an independent contractor, shall have the exclusive right to operate the Child Nutrition Programs, which includes all of the following checked programs:
 - National School Lunch Program (NSLP)
 - Child and Adult Care Food Program (CACFP)
 - Summer Food Service Program (SFSP)
 - School Breakfast Program (SBP)
 - Afterschool Snack Program (ASSP)
 - Fresh Fruit and Vegetable Program (FFVP)
 - A la Carte
 - Vending Machines (FSMC manages SFA's vending machines)

Proposals must be inclusive of all of the SFA's programs selected above. The corresponding attachments for each checked program must be included in the RFP. The SFA reserves the right to expand the Federal Child Nutrition programs by adding additional programs, so long as both parties are in agreement and the expansion does not constitute a material change. Prior approval is required from the State Agency.

- 3. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
- 4. The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff and not as a source of profit to the FSMC.
- 5. The FSMC shall comply with the rules, regulations, policies, and instructions of IDOE and USDA, including but not limited to, Title 7 CFR parts 210, 215, 220, 245, 250, and 2 CFR Part 200; and, if applicable, Title 7 CFR § 225 (SFSP) and 7 CFR Part 226 (CACFP), as applicable, and any additions or amendments thereto.
- 6. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA's food service account.
- 7. Any profit or guaranteed return (a minimum amount of funds guaranteed to the SFA by the FSMC at the end of the school year food service operations) shall remain in the SFA's food service account and used for allowable food service expenses. The guaranteed return can be no less frequent than yearly. This is a non-profit program and, as such, the SFA's food service account should retain a maximum balance of three (3) months operating expenses on hand as is required under 7 CFR §210.9(b)(2). Any Guaranteed Return proposed by the FSMC must be fully described in the methodology including the formula for determining the value. The methodology, inclusive of the formula/calculation, may not change in renewal years.

8. As required under 7 CFR part 210.16(c) and 2 CFR part 200.323 the SFA and the FSMC agree that this contract is neither a “cost-plus-a-percentage-of-income” nor a “cost-plus-a-percentage-of-cost” contract.
 9. The SFA shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such a manner as will ensure compliance with the rules and regulations of IDOE and the United States Department of Agriculture (USDA) regarding each of the CN Programs covered by this contract.
 10. The SFA shall retain control of the CN Program’s food service account and overall financial responsibility for the CN Programs.
 11. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and nonreimbursable meals/milk and a la carte (including vending, adult meals, contract meals, and catering) prices. These prices shall not be established by the FSMC.
 12. The FSMC shall provide additional school-related food service, such as banquets, parties, refreshments for meetings, etc., as requested by the LEA. The LEA or requesting organizations will be billed for the actual cost of food, supplies and labor, and the FSMC’s overhead and administrative expenses if applicable to providing such service. The total price will not exceed the actual cost plus 10%. (The percent profit should not exceed 10%). USDA Foods (commodities) shall not be used for these special functions unless the SFA’s students will be primary beneficiaries. The Non-profit School Food Service Account shall not be charged for these additional food service requests outside of the School Nutrition Programs.
 13. For fixed price per meal contracts, awarded on a per meal basis and with revenues from nonprogram foods sales converted into meal equivalents to which the fixed price cost is applied, the FSMC will annually provide information on food costs and revenues. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. Non-program foods include: a la carte; catering; vending; and student stores operated, or any other sales generated through the nonprofit school food service account not already described. This information is used to determine compliance with revenue from nonprogram foods at 7 CFR 210.14(f).
 14. The SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA’s regularly scheduled lunch or breakfast periods, provided such is not prohibited by local wellness policies, state policies, or federal program regulations.
 15. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA’s food service with classroom instruction. The FSMC shall comply with the Wellness Policy including the nutrition guidelines as required.
 16. The vendor will make substitutions for food and/or beverage components for students with special dietary needs at no additional cost to the student. This includes, but is not limited to, food allergies and/or intolerances, texture modifications, carbohydrate counts, and calorie modifications. Substitutions shall be made on a case-by-case basis. In order to reduce and/or prevent the possibility of allergens being present in food or beverage items, the vendor is required to allow access to all ingredients and nutrition labeling for all products. If accommodation is not met within the meal pattern, these changes should be supported by a signed statement from a recognized medical authority. The SFA is responsible for obtaining and maintaining any documentation required for the SFA to claim program reimbursements.
 17. Payment Terms/Method: The FSMC shall invoice the SFA at the end of each month for amounts due based on on-site records. The SFA shall make payments within 30 business days of the invoiced date. The payment of interest and late fees from the school food service account funds is
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prohibited. Under 7 CFR § 210.21(f)(iv), the FSMC is required to identify the amount of each discount, rebate, and other applicable credits on bills and invoices presented to the SFA for payment. Detailed cost documentation must be submitted monthly to support what the SFA is charged for each cost, charge, or expense. Costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC and be allowed by the State Agency (SA). Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.

- 18. The SFA is responsible for all contractual agreements entered into in connection with the CN Programs.
- 19. This contract shall be construed under the laws of the State of Indiana. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the State of Indiana.
- 20. The FSMC shall comply with the provisions of the bid specifications, which are hereby in all respects a part of this contract.
- 21. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA and the State Agency.
- 22. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- 23. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- 24. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
- 25. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
- 26. The contract must be reviewed and approved by IDOE prior to execution.

B. Signature Authority

- 1. The SFA shall retain signature authority for the agreement with IDOE to participate in the CN Programs, including but not limited to the Permanent Agreement with IDOE, CN Annual Financial Report, the Verification Summary Report, USDA Foods Surveys, the on-line submission of the sponsor application/site information and other reports.
- 2. The SFA shall retain signature authority for the Monthly Claim for Reimbursement in the CNPWeb.
- 3. The SFA is responsible for reviewing the data and signing the Edit Check Worksheet(s) prior to the submission of the monthly Claim for Reimbursement.

C. Free and Reduced Price Meals Policy

- 1. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals' eligibility roster, **the school is CEP.**
- 2. The FSMC shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in their application to participate in the CN Programs and approved by IDOE, as required under Title 7 CFR § 210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under Title 7 CFR § 245.8.

3. The SFA shall be responsible for the completion, distribution, and collection of the parent letter and household application for free and reduced-price meals and/or free milk.
4. The SFA shall be responsible for obtaining the Direct Certification List, as required throughout the school year, for use to determine eligibility for free meals without obtaining a household application for free and reduced-price meals and/or free milk from parent/guardian.
5. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and free milk and will not disclose confidential information to the FSMC, as required under Title 7 CFR § 210.16(a). The SFA will provide the FSMC with a list of children. This list must be updated by the SFA when changes occur in a student's eligibility status.
6. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free and reduced-price meals and free milk.
7. The SFA shall be responsible for verifying household applications for free and reduced-price meals and follow-up activities as required by federal regulations. The Operations Manager is responsible for completing the verification process.
8. The School is approved for CEP, 100% claiming percentage.

D. USDA Donated Foods

1. The SFA shall retain title to all USDA donated foods.
2. The FSMC is prohibited from entering into any processing contracts utilizing USDA donated foods on behalf of the SFA. All refunds received from processors must be retained by the nonprofit school food service account.
3. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to, USDA donated foods.
4. The FSMC shall select, accept and use USDA donated foods in as large quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA. The SFA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.
5. The FSMC will use all donated ground beef and ground pork products, and all processed end products, in the SFA's food service. The 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 the SFA's food service.
6. The FSMC must assure that the procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR Part 250, and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.
7. The FSMC shall have records available to substantiate that the full value of all USDA donated foods is used solely for the benefit of the SFA.
8. The USDA Foods values are to be based on the values at the point the SFA receives the commodities from the State distributing agency and based on the USDA Commodity Value Listing

pertinent to the time period. This information is available from the Indiana Department of Education, School and Community Nutrition Division.

- 9. The FSMC shall perform the following activities in accordance with §250.50(d): (check all that apply)
 - Preparing and serving meals using donated foods
 - Ordering or selection of donated foods (in coordination with the SFA)
 - Storage and inventory management of donated foods
 - Payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA

E. Crediting For and Use of Donated Foods

- 1. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA’s meal service in the school year (including both entitlement and bonus foods).
- 2. The FSMC must credit the SFA for the value of donated foods contained in processed end products if the FSMC is required to:
 - a. procure processed end products on behalf of the SFA, or
 - b. act as an intermediary in passing donated food value in processed end products on to the SFA.
- 3. The SFA must determine the method by which crediting of USDA Foods and any rebates will occur and the means of documentation to be utilized to verify that the value of all donated foods has been credited. All crediting must be done on **no less than a monthly basis**. SFA must check an option below:
 - Fixed-price contract: FSMC must subtract from SFA’s monthly bill/invoice the market value of all USDA-donated commodities received for use in SFA’s food service.
 - Cost-reimbursable contract: FSMC must itemize, in a separate line item in the regular monthly billing to SFA, the savings resulting from use of donated commodities based on the market value of all USDA-donated commodities received for use in SFA’s food service.
 - Other crediting method:
- 4. The FSMC must use the most recent November USDA Commodity Value Listing for determining the donated food values to be used in crediting, in accordance with §250.51(c), or the actual donated food values. All forms of crediting must provide clear documentation of the value received from the donated foods.
- 5. Following 7 CFR § 210.21(f)(iv), invoices must clearly display all applicable credits to the SFA.

F. Inventory, Storage and Record Retention of USDA Donated Foods

- 1. When this contract or subsequent renewals terminates, the FSMC must return all unused donated ground beef, donated ground pork and processed end products and, at the SFA’s discretion, return other unused USDA foods.
- 2. The FSMC will comply with the storage and inventory requirements for donated foods, in accordance with §250.14 and §250.52.

3. The SFA, the State Auditor, IDOE, USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
4. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with § 250.45(b)
5. The SFA must maintain the following records relating to the use of donated foods:
 - a. The donated foods and processed end products received and provided to the FSMC for use in the SFA's food service.
 - b. Documentation that the FSMC has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products.
 - c. The actual donated food values used in crediting.
6. The FSMC must maintain the following records relating to the use of donated foods:
 - a. The donated foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service.
 - b. The FSMC must show documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products.
 - c. The FSMC must maintain documentation of its procurement of processed end products on behalf of the SFA, as applicable.
7. The SFA must ensure that the FSMC is in compliance with the requirements of the inventory, storage and record retention of USDA Donated Foods through its monitoring of the food service operation, as required in 7 CFR Parts 210, 225, 250, and 252, as applicable. The Operations Manager is responsible for this monitoring process.
8. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year.

G. Renewal Assumptions

1. 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, this 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.

The distinction between a minor change and a material change cannot be qualified for every action undertaken in the Child Nutrition (CN) programs. However, at a minimum, a change is material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP. Services or features contingent on multi-year contracts are not allowable, for example equipment installation may not be stipulated for contract renewal years.

- a. The SFA reserves the right to expand the Federal Child Nutrition programs in order to provide availability of food resources to children and students that can be served through these programs so long as both parties are in agreement and prior approval is obtained from the IDOE SCN.

- b. The SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals. 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.
 - c. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall be enforced on their effective date.
 - d. Usable commodities of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per meal pattern for the contract year will continue to be available.
 - e. The government reimbursement rates in effect shall remain materially consistent throughout the year.
 - f. Meal components and quantities required by any of the programs selected in letter A, under 1 (Scope and Purpose) of the Standard Terms and Conditions remain consistent with prior years.
 - g. 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 contract term and any subsequent contract renewal years.
 - h. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
 - i. The projected number of full feeding days is: 178 and shall remain materially consistent in renewal years.
 - j. SFA revenue credited to the food service program shall include all state and federal amounts received specifically for CN operations.
2. **Contract Cost Increase:** The SFA may negotiate at the end of each one year contract period for a cost increase not to exceed the annual percentage increase of the Consumer Price Index (CPI) Food Away from Home for December of the preceding year, not to exceed 3% provided it has been satisfactorily established by the FSMC that there has been at least an equivalent increase in the amount of its cost of operation during the period of the contract. This is applicable to both the Administrative and Management Fees in both Cost Reimbursable and Fixed Price contracts. The addition of new line items to the budget is not allowable in renewal years. The SFA and FSMC risk a lapse in contract if IDOE timelines are not adhered to.
 3. All contract renewals shall be for a period of one year, with mutual agreement between the SFA and the FSMC. Renewal contracts cannot be effective prior to the final approval date by IDOE and signed by both parties. Failure to have renewal contracts fully executed prior to the contract expiration, will lapse this contract and require the SFA to re-bid the contract.
 4. Renewal year contracts are contingent upon fulfillment of all contract provisions.

H. Health Certifications

1. The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility.

2. The FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the durations of the contract as required under Title 7 CFR § 210.16(c).
3. The FSMC shall adhere to the Food Safety Plan implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under Public Law 108-265.
4. The FSMC agrees to allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by Public Law 108-265.
5. The SFA will ensure the immediate correction of any problems found as a result of a health inspection. Corrections will be made by either SFA or FSMC as determined by the SFA.

I. Meals

1. The FSMC shall serve meals on such days and at such times as requested by the SFA.
2. The SFA shall retain control of the quality, extent, and general nature of the food service and the prices to be charged the children for meals.
3. The FSMC shall offer free, reduced price and paid reimbursable meals to all eligible children participating in the CN Programs. The school operates under CEP and all students receive meals at no cost.
4. In order for the FSMC to offer a la carte food service, the FSMC must offer free, reduced price and paid reimbursable meals to all eligible children.
5. The FSMC shall provide meals in the CN Programs that meet the requirements as established in 7 CFR 210, including but not limited to 7 CFR § 210.10.
6. The FSMC shall provide the specified types of service in the schools/sites listed in Section 1 of the Standard Terms and Conditions, letter B.
7. The FSMC shall promote maximum participation in the CN Programs.
8. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
9. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

J. Books, Records and Reports

1. The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the tenth (10th) calendar day succeeding the month in which services were rendered. Participation records shall be submitted no later than the fifth (5th) working day succeeding the month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission on-line of the Claim for Reimbursement.

2. The FSMC shall maintain records at the SFA to support all expenses and revenue appearing on the monthly operating statement attributable to the SFA. These records shall be kept at the SFA in an orderly fashion according to expense categories.
3. The FSMC shall provide the SFA with a year-end statement.
4. The SFA shall conduct an internal audit of food, labor and other large expense items quarterly, as well as performing random audits on smaller expense categories.
5. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's single audit.
6. Books and records of the FSMC pertaining to the CN Program operations shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including extensions) to which they pertain, for audit, examination, excerpts and transcriptions by the SFA and/or any state or federal representatives and auditors.
7. If audit findings regarding the FSMC's records have not been resolved within the three-year period, the records must be retained beyond the three-year period for as long as required for the resolution of issues raised by the audit. (Reference 7 CFR part 210.9(b)(17) and 2 CFR part 200.333(a).
8. The FSMC shall not remove federally required records from the SFA premises. Upon contract termination, the FSMC must leave copies of the records at the SFA premises.
9. The SFA is responsible for ensuring resolution of program review and audit findings.

K. Employees

1. The SFA reserves the right to interview and approve the on-site food service manager/director.
2. The SFA must designate if the current SFA employees, including site and area managers as well as any other staff, will be retained by the SFA or be subject to employment by the FSMC.
 - Employees will be retained by the SFA (the school will keep and pay current employees)
 - Employees will be retained by the FSMC (the FSMC will keep and pay current employees)
 - Employees will be retained by both the SFA and FSMC (a combination of the above)
 - Employees will not be retained (the current employees will not be retained)
3. If the SFA wants its employees to be retained by the FSMC, the Labor and Fringe worksheet portion of the Site, Labor and ADP Worksheet must be completed by the SFA. This will help the FSMC calculate the amount that will be included in the Projected Expenses portion of the Budget Worksheet under "Direct Labor and Benefits" (which is completed by the FSMC for submission with their proposal).
4. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.
5. The FSMC must provide time sheets indicating the pro-ration of shared employees. These time sheets must be submitted monthly with each invoice that is submitted for payment. The time sheets need to clearly indicate all locations that a pro-rated employee works and the percent of time that this employee worked in each location.

6. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff except for the site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.
7. The FSMC shall maintain its own personnel and fringe benefits policies for its employees. A copy of these policies must be submitted with all proposal documents. These policies are subject to review by the SFA.
8. Staffing patterns, except for the site manager, shall be mutually agreed upon.
9. The FSMC shall not hire employees in excess of the number required for efficient operation.
10. The FSMC shall maintain the same minimum level of employee positions, hours, wages, and benefits as stipulated on the Site Labor Worksheet throughout the entire Contract Term, and each subsequent Contract Term, as applicable, unless a reduction in the required levels is authorized by the SFA. The FSMC shall provide the SFA with written notice of any increases in employee positions, hours, wages, and benefits.
11. In the event a reduction in employee positions, hours, wages, and/or benefits occurs and such reduction is authorized by the SFA, **the FSMC shall credit the SFA's monthly bill/invoice for the exact dollar amount related to the cost of the labor reduction as indicated** on Labor Worksheet for the remainder of the Contract Term and all subsequent Contract Terms, as applicable, including the value of any subsequent and future increases in employee wages and benefits. Such credits shall be termed a Labor Reduction Fee.
12. The FSMC must ensure that the employees' hours listed on the Labor Worksheet are not used for catering or special functions.
13. The SFA shall provide sanitary toilets and hand washing facilities for the employees of the FSMC.
14. The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself/herself in a manner that is detrimental to the well-being of the students.
15. In the event of the absence, termination, removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
16. **In the event that a replacement is not made for any absent staff member, the FSMC will credit the SFA for the dollar amount related to the cost of the shortage in labor.**
17. 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, fire and safety devices in the kitchen and cafeteria areas.
18. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon.
19. The FSMC shall provide proof that each prospective employee working with children has had an Expanded Criminal History Background Check and Federal Criminal History Record Check before employment or not later than three months after the individual's employment. (I.C. 20-26-5-10; I.C. 20-26-5-11; I.C. 10-13-3-36.)

20. The FSMC shall be responsible for conducting a mandatory background check for all incoming food service employees staffed at TBLA. The FSMC will be required to submit a copy or proof of a completed background check to TBLA's Operations Manager prior to the employee being added to the schedule.

L. Professional Development

The SFA director must ensure that FSMC employees providing services for the school meal programs have the required annual training. The SFA director may work with the FSMC to identify appropriate training resources and opportunities, such as those listed at the professional standards website at <http://professionalstandards.nal.usda.gov/>. The FSMC must provide documentation to SFA showing annual training hours and topics completed by the employees. The FSMC contract must include the professional standard requirements. The SFA and FSMC must ensure food service staff meet the hiring standards set forth in the Professional Standards requirements.

M. Monitoring

1. The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations per 7 CFR §210.16. Further, if there is more than one site, there is an additional requirement that the 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. The Operations Manager is responsible for performing all on-site reviews.
2. The records necessary for the SFA to complete the required monitoring activities must be maintained on-site by the FSMC under this contract and must be made available to the State Board of Accounts (SBOA), USDA, IDOE, and the SFA upon request for the purpose of auditing, examination, and review.

N. Use of Advisory Group/Menus

The SFA is responsible for the formation and establishment of an advisory board composed of students, teachers, and parents to assist in menu planning and periodic meetings. The FSMC shall participate in these periodic meetings as deemed appropriate by the SFA.

O. Cycle Menu

The FSMC must submit a sample 21-day menu for the programs checked in Section 1 of the Standard Terms and Conditions, letter A, of this contract (the exception to this would be the SFSP which only requires an 11-day menu). Any changes made by the FSMC to the cycle menu must be approved by the SFA. The SFA shall approve menus no later than two weeks prior to service. See Menus Exhibit A

P. Use of Facilities, Inventory, Equipment & Storage

1. The SFA will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
2. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the School Nutrition Programs, as long as they meet applicable nutritional and service requirements according to program regulations.
3. Equipment Purchases – All equipment purchases required for food service operations must be separately procured outside of the awarded FSMC contract and following Federal and State

procurement requirements. Any equipment purchase recommendations submitted by a FSMC cannot be used to evaluate their response to the RFP.

4. If Program equipment breaks down, a contract provision needs to establish the dollar value of equipment that the district will cover either per year or over the life of the contract. The district needs to include a provision for the repair and replacement of food preparation and serving equipment as equipment repair and replacement can occur at any time. It is imperative that the district understand its operational needs which includes the age and condition of the kitchen equipment and establish a dollar value for replacement that is communicated in the solicitation and contract. Districts are reminded that equipment, defined at 2 CFR Part 200.33, means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.
5. The FSMC and the SFA shall inventory the equipment and commodities owned by the SFA at the beginning of the school year, including but not limited to, silverware, trays, chinaware, glassware, and/or kitchen utensils.
6. The FSMC shall maintain the inventory silverware, trays, chinaware, glassware, kitchen utensils, and other operating items necessary for the food service operation at the inventory level as specified by the SFA.
7. The SFA will replace expendable equipment and replace, repair and maintain non-expendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.
8. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA donated foods in conformance with the SFA's agreement with IDOE.
9. The FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.
10. The SFA shall provide the FSMC with local telephone service.
11. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules and regulations.
12. The SFA shall be responsible for any losses, including USDA donated foods, which may arise due to equipment malfunction or loss or electrical power not within the control of the FSMC.
13. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
14. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
15. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within 10 days of its placement on SFA premises.
16. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
17. The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed agreement, which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.

18. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the SFA.
19. The FSMC shall surrender to the SFA upon termination of the contract, all equipment, and furnishings in good repair and condition that were purchased using school food service funds.

Q. Purchases

1. If the FSMC is procuring goods or services which are being charged to the SFA under the contract, the FSMC is acting as an agent for the SFA and must follow the same procurement rules under which the SFA must operate and that the FSMC may not serve as a vendor. Check one of the below options:
- The SFA will do all purchasing for the non-profit school food service.
 - For a cost-reimbursable contract: The FSMC bills the SFA for foods when purchased. At the option of the SFA, the FSMC will purchase back unused supplies from the SFA at the termination of the contract in order to prevent overbuying (if the FSMC bills the SFA for supplies as purchased, rather than as used).
 - For a cost-reimbursable contract: The FSMC bills the SFA for food when used. The SFA will buy the ending inventory from the FSMC if the FSMC bills for foods when used.
 - For a fixed-price contract: The FSMC will buy the beginning inventory exclusive of commodities, from the SFA (not applicable in a cost reimbursable contract since the FSMC should only be charging for new purchases).
2. The contract shall not prevent the SFA from participating in food co-ops or purchasing food from vendors with whom the FSMC normally does not do business.
3. Under 7 CFR § 210.21(f), for cost reimbursable contracts:
- a. Allowable costs will be paid from the SFA's nonprofit food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor; to the extent, those credits are allocable to the allowable portion of the costs billed to the SFA.
 - b. The contractor must separately identify for each cost submitted for payment to the SFA the amount of each cost that is allowable and unallowable.
 - c. The contractor must individually identify the amount of each discount, rebate and other applicable credits on all bills and invoices presented to the SFA. In the case of other applicable credits, the nature of the credit must be identified. **(An example of the invoice/bill must be included with the proposal.)**
 - d. The contractor must identify, on the final invoice of the school year, the method by which it will report discounts, rebates and other applicable credits allocable to the contract that cannot be reported prior to the conclusion of the contract.
 - e. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request for the SFA, IDOE, or USDA.

- f. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.
4. P.L. 110-246, Section 4302 of the Richard B. Russell National School Lunch Act (NSLA), allows SFAs to purchase unprocessed locally grown and locally raised agricultural products. NSLA allows SFAs to apply a geographic preference when procuring unprocessed locally grown and locally raised agricultural products.

R. Invoices

1. The FSMC must submit a monthly reconciliation to the SFA comparing the invoice and revenue against the projected revenue and expenses.
2. IDOE may randomly request SFAs to submit copies of invoices for compliance with the above items.
3. The payment of interest and late fees from the school service account funds is prohibited.

S. Buy American

1. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, Title 7 CFR, Part 210.21 (d) and USDA Memo SP 32-2019, Buy American and the Agriculture Improvement Act of 2018. See Appendix E
2. The 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.
3. The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA.
4. The SFA must review vendor purchase records to ensure compliance with the Buy American provision.

T. Sanitation

1. The FSMC shall place garbage and trash in the containers in the designated areas as specified by the SFA.
2. The SFA shall remove all garbage and trash from the designated areas.
3. The FSMC shall clean the kitchen areas as indicated in the Division of Responsibilities Worksheet.
4. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
5. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

U. Licenses, Fees and Taxes

1. The 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; the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.
2. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
3. The FSMC shall comply with all SFA building rules and regulations.

V. Non-Discrimination

Both the SFA and the FSMC agree that no child who participates in any of the CN Programs will be discriminated against on the basis of race, color, national origin, age, sex, or disability.

W. Emergency Closing

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

X. Term and Termination

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

Y. Nonperformance by the FSMC

1. In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
2. The FSMC shall reimburse the SFA the full amount of any meal over-claims which are attributable to the FSMC's negligence, including those over-claims based on review or audit findings that occurred during the effective dates of the original and renewal contracts.
- 3.

Z. Certifications

1. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. §327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week.

2. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, Part 60.
3. The FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; the FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
4. The FSMC shall sign the Certification of Independent Price Determination, Appendix A, which shall be attached as an addendum to the FSMC's proposal and will be made a part of the contract if awarded.
5. The FSMC shall sign the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Appendix B, which shall be attached as an addendum to the FSMC's proposal and will be made a part of the contract if awarded (2 CFR 200.213 and 2 CFR Part 417). This certification assures the SFA that the FSMC has not been debarred from entering into contracts with the Federal Government or any other entity receiving Federal funds, or suspended from entering contracts during a time when the vendor is being investigated for a legal action is being taken to debar the vendor from contracting activities.
6. The FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Air Act (33 U.S.C. 1368), Appendix C, which was attached as an addendum to the FSMC's proposal and will be made a part of the contract if awarded.
7. The FSMC shall sign the Lobbying Certification, Appendix D, which was attached as an addendum to the FSMC's proposal and will be made a part of the contract if awarded. If applicable, the FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Appendix E.
8. E-Verify Requirement –
 - a. The FSMC warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
 - b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the FSMC may be subject to penalties up to and including termination of the Contract.
 - c. Failure to comply with a SFA audit process to randomly verify the employment records of the FSMC and subcontractors shall be deemed a material breach of the contract and the FSMC may be subject to penalties up to and including termination of the contract.
 - d. The SFA retains the legal right to inspect the papers of any employee who works on the contract to ensure that the FSMC or subcontractor is complying with A.R.S. §41-4401(A)(1).

AA. Insurance

1. The FSMC is required to be insured adequately to support the terms of the contract. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Indiana. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted upon award of a contract.

2. The FSMC shall have in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per incident/per person.
 - a. General Liability- \$1,000,000
 - b. Workman's Compensation- \$1,000,000
 - c. Vehicle Insurance- \$1,000,000
3. The SFA shall be named as additional insured on the General Liability and Automobile insurance policy. The FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, and Worker's Compensation.
4. In addition, the FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.
5. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

BB. Trade Secrets and Proprietary Information

1. During the term of the Agreement, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC business operations (trade secrets). The SFA shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the agreement. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the forgoing and except for software provided by the SFA, the 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 the FSMC and not the SFA. Furthermore, the SFA's access or use of such software shall not create any right, title interest, or copyright in such software and the SFA shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the 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 termination of the Agreement.
2. Any discovery, invention, software, or programs paid for by the SFA shall be the property of the SFA to which the State Agency and USDA shall unrestricted rights.

Division of Responsibilities for Food Service Program

COSTS: Check the box for those that will be the responsibility of the FSMC and those costs that will be the responsibility of the LEA.	FSMC	SFA	N/A
Food Cost (food, condiments, beverages)			
Food Purchasing	X		
Processing of Invoices	X		
Payment of Invoices	X		
Donated Food Inventory Control	X		
Storage/Delivery Charges of Donated Foods	X		
Delivery of Donated Foods between school buildings	X		
Labor Cost			
Payment of Managers, and/or Supervisors	X		
Payment of Hourly Wage Employees	X		
Payroll Taxes of all Employees	X		
Preparation of all Employee Payroll	X		
Processing of all Employee Payroll	X		
FICA	X		
Retirement for Contractor's employees	X		
Unemployment Insurance for Contractor's employees	X		
Workers' Compensation for Contractor's employees	X		
Health Insurance for Contractor's employees	X		
Life Insurance and Disability for Contractor's employees	X		
Holidays for Contractor's employees	X		
Labor Charges for Supervision of Outside Groups using Facilities			x
Student Labor (IF Any)			x
Employee Physicals	X		
Employee Background check and fingerprinting if required	X		
Other Purchased Services			
Telephone, local service		X	
Telephone, long distance	X		
Utilities (heat, power, water)		X	
Extermination		X	
Laundry	X		
Removal of Trash and Garbage from Kitchen		X	
Removal of Trash and Garbage from Premises		X	
Other			
Supplies			
Disposable Service ware	X		
Cleaning Supplies	X		

Paper Supplies	X		
Uniforms	X		
Menu Paper		X	
Menu Printing		X	
Promotional Materials	X		
Nutrition Education and Materials	X	X	
Office Supplies	X		
Postage	X		
Equipment and Facilities			
Daily cleaning of kitchen surfaces, tables, sinks, counters, cabinets and equipment	X		
Daily cleaning of pots, pans, utensils, sinks	X		
Routine cleaning of coolers, freezers, heating equipment: inside and out (excluding machinery such as coils, condensers, and fans)	X		
Replacement of Capital/Major Equipment		X	
Replacement of Expendable/Minor Equipment		X	
Repair of Equipment (Normal wear and tear)		X	
COSTS: Check the box for those that will be the responsibility of the FSMC and those costs that will be the responsibility of the LEA.	FSMC	SFA	N/A
Routine Cleaning of Cafeteria Walls and Floors		X	
Routine Cleaning of Kitchen Walls and Floors	X		
Periodic Waxing and Buffing of Floors		X	
Sanitation and Proper Use of Equipment	X		
Daily Cleaning of Cafeteria Tables and Chairs		X	
Capital Improvement			
Building Structural Changes		X	
Painting		X	
Other			
NSLP Application Agreement Forms		X	
NSLP Free/Reduced Application Distribution		X	
NSLP Free/Reduced Application Approval		X	
NSLP Free/Reduced Application Verification		X	
Records Supporting Reimbursement Claims	X		
Claims for Federal & State Reimbursement		X	
Point-of-Sale Accountability	X		
Receipt of Federal & State Reimbursement		X	
Pricing of NSLP Meals		X	
Collection and deposit of Daily Cash Receipts	X		
Menu Development	X		

Menu Distribution	X		
Pricing of A la Carte Offerings		X	
Inter-LEA Deliver to Satellite Areas			X
Vehicle Lease of Purchase			X
Vehicle Maintenance			X
Vehicle Fuel and Oil			X
Vehicle Taxes			X
Vehicle Insurance			X
Vehicle Licenses			X
Vehicle Registration			X
Depreciation			X
Audit fees	X	X	
Licenses/Permits	X		
Promotions	X		
Mileage			X
Sales Tax	X		
Performance Bond (if applicable)	X		
Liability Insurance	X	X	
Miscellaneous	X	X	

Attachment A – Award Criteria

The AFS must complete this section including all evaluation criteria that will be reviewed and scored by the evaluation committee. The award criteria and the relative value assigned to each must be specified below and “Cost” must be the primary factor (assigned the greatest number of points compared to other factors). The SFA may select the award criteria but some examples are listed below.

Cost	35
Service Capability	15
Financial Conditions/Stability, Business Practices	10
K-12 NSLP Experience	10
Personnel Management & Training	10
Marketing & Promotion of the School Food Service Program	10
Menu Appeal & Participation Plan	5
References	5

Total points possible: 100

Points	Criteria	Minimum Standard	Evidence/Documents Required to Demonstrate
35	Cost	Provide a cost per meal as shown in the fee proposal table	Vendors will be ranked according to cost
15	Service Capability	Vendor must be able to meet all food safety laws and provide meals in the manner and frequency requested following all NSLP regulations	A description of expertise in the K-12 space, including successful operation as an FSMC of similar size SFAs, and ability to advise and maintain a compliant NSLP program. Include sample of invoice, food ordering procedures and list of suppliers.
10	Financial Conditions/Stability	Three years of stable financial performance; no petitions for bankruptcy by contractor or principals of contractor	Provide copies of company financial statement for past three years
10	K-12 Experience in National School Lunch Program	A minimum of five years in K-12 food service management -specifically National School Lunch and Breakfast Program	Documentation of experience as outlined in company history including AR experience, support process and AR success/failure.
10	Personnel Management & Training	Vendor must submit a formal training plan for staff that meets the minimum standard for NSLP Professional Development	Staffing & Labor plan, Training plan agendas, training timelines with number of training hours, plus a plan for covering staff absences.
10	Marketing and Promotion of the School Food Service Program	Vendor must submit a plan for marketing the program with intent to increase participation.	Most comprehensive plan receives higher score
5	Menu Appeal & Participation Plan	Vendor must submit a 21-day menu for all meals platforms requested, showing components and portion size	Submit proposed menus to be used after the first 21 days. Menus will be graded upon innovation, variety and appeal
5	References	Vendor must provide at least five customer references; must have satisfactory rating of at least 80%	Documentation of all K-12 organizations vendor has had contracts with in the past five years with contact information

Attachment B (to be included for contracts operating the Summer Food Service Program)

SFSP and/or SSO (See letter B under Section 1 (Scope and Purpose) of the Standard Terms and Conditions for verification of participation)

1. The FSMC shall offer free meals to all eligible children participating in the SFSP and/or the SSO, if the SFA has selected to participate in the program(s). A flat price per meal cost must be submitted as part of this RFP for the SFSP. The FSMC will operate the SFSP and/or the SSO including the preparation, record keeping, and delivery of meals. The SSO meal pattern shall be followed, regardless of participation in the SFSP or the SSO. The SFA shall be responsible for determining eligibility for all SFSP and/or the SSO sites. The SFA as a SFSP and/or the SSO sponsor is responsible for conducting and documenting the required site visits of all sites for pre-approval and during operation of the program.
2. The SFSP or SSO will operate **from June 12, 2023 to July 30, 2023** but is not a required part of this contract until 2024.
3. Special Provisions for Summer Food Service Program (SFSP)
 - a. All meals prepared by a food service management company shall be unitized, with or without milk or juice, unless the State agency has approved, pursuant to paragraph (h)(3) of this section, a request for exceptions to the unitizing requirement for certain components of a meal;
 - b. A food service management company entering into a contract with a sponsor under the Program shall not subcontract for the total meal, with or without milk, or for the assembly of the meal;
 - c. The sponsor shall provide to the food service management company a list of State agency approved food service sites, along with the approved level for the number of meals which may be claimed for reimbursement for each site, established under §225.6(d)(2), and shall notify the food service management company of all sites which have been approved, cancelled, or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site. Such notification shall be provided within the time limits mutually agreed upon in the contract;
 - d. The food service management company shall maintain such records (supported by invoices, receipts, or other evidence) as the sponsor will need to meet its responsibilities under this part, and shall submit all required reports to the sponsor promptly at the end of each month, unless more frequent reports are required by the sponsor;
 - e. The food service management company must have State or local health certification for the facility in which it proposes to prepare meals for use in the Program. It must ensure that health and sanitation requirements are met at all times. In addition, the food service management company must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that the bacteria levels found to be present in the meals conform to the standards set by local health authorities. The results of the inspections must be submitted promptly to the sponsor and to the State agency.
 - f. The meals served under the contract shall conform to the cycle menus and meal quality standards and food specifications approved by the State agency and upon which the bid was based.
 - g. The books and records of the food service management company pertaining to the sponsor's food service operation shall be available for inspection and audit by representatives of the State agency, the Department and the U.S. Government Accountability Office at any reasonable time and place for a period of 3 years from the date of receipt of final payment under the contract, except that, if audit or investigation findings have not been resolved, such records shall be retained until all issues raised by the audit or investigation have been resolved;

- h. The sponsor and the food service management company shall operate in accordance with current Program regulations;
- i. The food service management company shall be paid by the sponsor for all served in accordance with the contract and this part. However, neither the Department nor the State agency assumes any liability for payment of differences between the number of meals delivered by the food service management company and the number of meals served by the sponsor that are eligible for reimbursement;
- j. Meals shall be served in accordance with a meal schedule prescribed in the contract;
- k. Increases and decreases in the number of meals ordered shall be made by the sponsor, as needed, within a prior notice period mutually agreed upon;
- l. All meals served under the Program shall meet the requirements of §225.16;
- m. In cases of nonperformance or noncompliance on the part of the food service management company, the company shall pay the sponsor for any excess costs which the sponsor may incur by obtaining meals from another source;
- n. If the State agency requires the sponsor to establish a special account for the deposit of operating costs payments in accordance with the conditions set forth in §225.6(f), the contract shall so specify;
- o. The food service management company shall submit records of all counts and billing incurred in the sponsor's food service operation in sufficient time to allow the sponsor to prepare and submit the claim for reimbursement to meet the 60-day submission deadline; and
- p. The food service management company shall comply with the appropriate bonding requirements, as set forth in §225.15(h)(6) through (h)(8).

If operating SFSP, the FSMC shall submit with its proposal one of the following:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Appendix A

Independent Price Determination Certificate

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

	<u>Thea Bowman Leadership Academy</u>
Name of Food Service Management Company	Name of School Food Authority

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

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

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

Signature of FSMC's Authorized Representative	Title	Date

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

Signature of SFA's Authorized Representative	Title	Date

NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

Appendix B



Indiana Department of Education

Dr. Katie Jenner, Secretary of Education

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.213 and 2 CFR Part 417. Copies of the regulations may be obtained by contacting the Indiana Department of Education.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Names(s) and Title(s) of Authorized Representative(s) of the Vendor/FSMC

Signature(s)

Date

Appendix B (cont)**Instructions for Certification**

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

Appendix C

Clean Air and Water Certificate

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

	Thea Bowman Leadership Academy
Name of Food Service Management Company	Name of School Food Authority

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Signature of FSMC's Authorized Representative	Title	Date

Signature of SFA's Authorized Representative	Title	Date

Appendix D

CERTIFICATION REGARDING LOBBYING

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 the 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, or an employee of a Member of Congress in connection with this Federal grant 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.

Name/Address of Organization (FSMC)

Name/Title of Submitting Official

Signature

Date

Appendix D (cont)

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/ application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
10. b. Individuals Performing Services (including address if different from No. 10.a.)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. 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. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____		

<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	Signature: _____
	Print Name: _____
	Title: _____
	Telephone: _____
	Date: _____

Appendix D (cont)

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

<p>Reporting Entity: _____ _____ of _____</p>	<p>Page</p>
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Appendix D (cont)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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 to 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 of SF-LLL-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 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 Federal 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 1st 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 known. 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, Invitation for Bid (IFB) 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 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.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. 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 that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
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 existing 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 this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 20503.

Appendix E BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SFA Name _____

The Buy American Provision (7 CFR Part 210.21(d)) requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods. "Domestic" is defined as a product that is grown in the United States, or with processed food items, the product must be processed in the United States of food that is produced and grown domestically in the United States. Any product processed by a responsive vendor must contain over 51% of the food component, by weight or volume, from U.S. origin.

The vendor must include all **component items** bid by the company that do not meet the definition of "domestic". This document must be included as a part of the bid.

VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)	
<input type="checkbox"/>	1. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S.
<input type="checkbox"/>	2. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below
NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NONDOMESTIC PRODUCT IS BID FOR EACH ITEM.
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Price of Non-Domestic Product Per Unit</p>
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Price of Non-Domestic Product Per Unit</p>

Appendix E, cont.

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NONDOMESTIC PRODUCT IS BID FOR EACH ITEM.
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ ____ / ____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ ____ / ____ Price of Price of Non-Domestic Product Per Unit</p>
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ ____ / ____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ ____ / ____ Price of Price of Non-Domestic Product Per Unit</p>
	<p>This product includes % U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ ____ / ____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ ____ / ____ Price of Price of Non-Domestic Product Per Unit</p>
	<p>This product i cludes % U.S. Content. The product is grown in _____.</p>

<p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Price of Non-Domestic Product Per Unit</p>
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Appendix E, cont.

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NONDOMESTIC PRODUCT IS BID FOR EACH ITEM.
	<p>This product includes % U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Price of Non-Domestic Product Per Unit</p>
	<p>This product includes % U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Price of Non-Domestic Product Per Unit</p>
	<p>This product includes % U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Price of Non-Domestic Product Per Unit</p>

ATTENTION VENDOR: RETURN WITH YOUR PROPOSAL

Child Nutrition Staff will determine whether to purchase the domestic or the non-domestic product considering the information above and will notify the vendor of the award.

Company Name: _____

Signature: _____ Title: _____ Date: _____

SPONSOR APPROVAL

The sponsor must approve all non-domestic agricultural products that will be awarded under this contract. The sponsor is responsible for determining if the information provided by the vendor is true and correct.

Authorized Representative Name: _____

_____ Date Approved: _____

Title:

Sponsor Name:

Vendor Agreement Amendment

The Vendor/Contractor hereby agrees that it will comply with:

USDA Assurance of Civil Rights Compliance

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. 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);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. 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.
- x. 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, the Sponsor 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 the Sponsor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

Indiana Assurance of Civil Rights Compliance

This assurance is provided pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this assurance may be regarded as a material breach of this Agreement, but nothing in this assurance shall be construed to imply or establish an employment relationship between the State Agency and any applicant or employee of the Sponsor or any subcontractor.

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Sponsor covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Sponsor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

SCHOOL FOOD AUTHORITY:

FOOD SERVICE MANAGEMENT COMPANY:

Name of SFA

Name of FSMC

Signature of Authorized Representative

Signature of Authorized Representative

Typed Name of Authorized Representative

Typed Name of Authorized Representative

Title

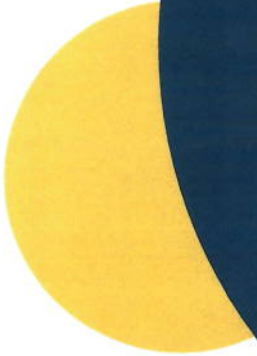
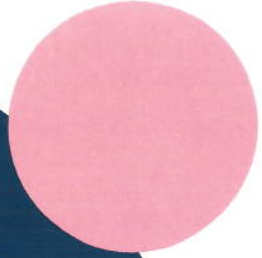
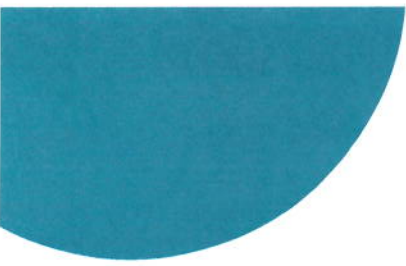
Title

Date

Date

4/2019





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serving up happy & healthy



Customer Agreement

Billing Information:Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon license start date**Customer Agreement No. Q-94953**
Newsela Sales Rep: Sima Bhakta
Contact Email: sima.bhakta@newsela.com
Offer Date: June 22, 2023
Expiration Date: September 12, 2023**To:**
Fenecia Toney
Thea Bowman Leadership Academy
3401 W 5Th Ave
Gary, IN 46406-1727

Qty	Products/Services	List Price
1	Newsela	\$16,093.00
Contract Grand Total		\$16,093.00

*See table above or Appendix for Product/Services details and License Dates.

The subscription for the above-identified Newsela Products/Services will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this agreement, the Customer agrees to the pricing per product and quantity breakdowns underlying this quote, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise.

Failure of the Customer to make use of the Products/Services during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the PO to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to billing@newsela.com and including "Customer Agreement No. Q-94953" in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use, Newsela's Privacy Policy and, where applicable, any Terms and Conditions, Master Services Agreement or other binding RFP or binding bid signed by and between the Parties ("Service Contract").

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

The Service Contract constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, this Service Contract specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer’s internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

- PO Required:
- PO Number:
- PO Amount:

Billing Information

Provide the billing service representative to whom the invoice should be addressed.

Bill-To Name: Fenecia Toney

Bill-To Email: ftoney@theabowmanacademy.org

By initialing here, I agree that the billing details stated above are current and accurate. _____

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature:	Date of Signature:
-----------------------	--------------------

Appendix

School	Products/Services	License Dates
THEA BOWMAN LEADERSHIP ACADEMY	Individual Virtual Add-On Session	09/13/23 - 09/12/24
THEA BOWMAN LEADERSHIP ACADEMY	Newsela ELA	09/13/23 - 09/12/24
THEA BOWMAN LEADERSHIP ACADEMY	Newsela Science	09/13/23 - 09/12/24
THEA BOWMAN LEADERSHIP ACADEMY	Newsela Social Studies	09/13/23 - 09/12/24



REQUIRED FOR SHIPPING

All fields required. Orders cannot be shipped until purchase order is received. Studies Weekly begins shipping materials in May for the applicable school year. Someone must be present to sign for the delivery.
 Disclaimer: If you did not designate your preference for partial or full shipped orders, all orders will default to partial shipping in mid-August.

QUOTE #81855

Quote Issued: 07/31/2023
 Expiration: 10/29/2023
 School Year: 2023-2024
 Promo: 10% off 2nd Subject
 Referral: Sales Rep
 School Start Date: 08/16

REQUESTER

FENECIA TONEY
 THEA BOWMAN ACADEMY
 3401 W 5TH AVE
 GARY, IN 46406-1727
 scombs@phalenacademies.org
 219-883-4826

 Billing Name, Phone, Email (Billing contact if different than listed)

 Billing PO #

 Shipping Name, Phone, Email

 Shipping Address (if different from listed)

REQUIRED: When are you NOT available to receive the materials?

No shipping restrictions _____
 Exclusion Dates for receiving

REQUIRED: Would you like to receive your materials as they become available or would you like us to hold your order until all can be shipped together?

Partial Ship Whole Ship

 Authorized Signature Date

By signing this quote you are agreeing to submit it as an order. All orders are subject to our terms and conditions found on <http://studiesweekly.com/legal>
 Occasionally, due to weather or other unforeseen circumstances, delivery may take longer than expected. However, you will have online access to your curriculum before that, depending on the time of year and if you roster your students.

CONTACT US

1140 N 1430 W Orem, UT 84057
 Phone: 866-311-8734 | Fax: 866-531-5589
 Email: orders@studiesweekly.com

REGIONAL MANAGER

Tim Hellbusch
tim.hellbusch@studiesweekly.com

ACCOUNT MANAGER

Sadie Edwards
sadie.edwards@studiesweekly.com
 (801)850-7330

TERMS AND CONDITIONS

Please visit <http://www.studiesweekly.com/legal/> to learn more about our legal terms.

Grade	SKU	Title	Class	Unit Price	Qty	Cost
Social Studies						
0	SWb0	My World Studies Weekly: Near and Far	3	\$8.06	55	\$443.30
1	SWb1	The World Around Me Studies Weekly: Yesterday and	3	\$8.06	56	\$451.36
2	SWb2	Connecting Communities Studies Weekly: Expansive	3	\$8.06	55	\$443.30
3	IN3	Indiana Community Studies Weekly	3	\$8.06	75	\$604.50
4	IN4	Indiana Studies Weekly	2	\$8.06	50	\$403.00
5	SWb5	Our Nation Studies Weekly: American Foundations	3	\$8.06	75	\$604.50
Total						\$2949.96
Science						
0	SWSN0	Science Studies Weekly - Kindergarten	3	\$9.95	55	\$547.25
1	SWSN1	Science Studies Weekly - First Grade	3	\$9.95	56	\$557.20
2	SWSN2	Science Studies Weekly - Second Grade	3	\$9.95	55	\$547.25
3	SWSN3	Science Studies Weekly - Third Grade	3	\$9.95	75	\$746.25
4	SWSN4	Science Studies Weekly - Fourth Grade	2	\$9.95	50	\$497.50
5	SWSN5	Science Studies Weekly - Fifth Grade	3	\$9.95	75	\$746.25
Total						\$3641.7

Sub Total: \$6,591.66
 Tax: \$0.00
 Shipping: \$889.87

Total: \$7,481.53

Thank you,

for your interest in Studies Weekly. If you are ready to purchase, please provide the information above and submit your order.



AMENDED AND RESTATED BYLAWS
AUGUST ____, 2023

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.
Post Office Box 4661, Gary, Indiana 46403

LAST REVISED: August 8, 2023

AMENDED AND RESTATED BYLAWS
Drexel Foundation for Educational Excellence, Inc.
Gary, Indiana

ARTICLE ONE: PURPOSES

1.1 The nature of the activities to be conducted, and the purposes to be promoted or carried out by Drexel Foundation for Educational Excellence, Inc. (the “Foundation,” also referred to herein as the “Organizer”), shall be exclusively charitable and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”).

The Foundation holds the charter of Thea Bowman Leadership Academy (“TBLA”), which offers primary and secondary education to students in the City of Gary, Indiana, and surrounding districts. It provides for enrichment and enhanced educational opportunities for these and other students to ensure a quality public education. Pursuant to Ind. Code 20-24-9-3, TBLA and the Foundation operate under the oversight of Trine University (the “Authorizer”).

1.2 No part of the property or net earnings of the Foundation shall inure to the benefit of or be distributable to the Foundation’s Directors, officers or other private persons, except that the Foundation shall be authorized and empowered to pay reasonable compensations, and reimburse reasonable expenses incurred for services rendered, and to make payments and distributions in furtherance of the purpose set forth in this Article.

1.3 No substantial part of the activities of the Foundation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Foundation shall not participate in, or intervene in (including the publishing or distribution of statements), any campaign on behalf of any political candidate for public office. Notwithstanding any other provisions of these Bylaws, the Foundation shall not carry on any other activities not permitted to be carried on by a charitable foundation exempt from federal income tax under Section 501(c)(3) of the Code, contributions to which are deductible under Section 170(c)(2) of the Code.

1.4 The duration of the Foundation is perpetual.

1.5 Upon dissolution or termination of the existence of the Foundation, all of its property and assets shall, in a manner consistent with applicable federal and state laws and regulations, and after payment of the lawful debts of the Foundation and the expenses of its dissolution or termination, be delivered, conveyed and paid over exclusively to a nonprofit corporation designated by the Foundation’s Board of Directors. Upon dissolution of the Foundation, no part of the Foundation’s receipts or assets shall inure to the benefit of any individual.

1.6 References in these Bylaws to sections of the Code shall be deemed to include references to the corresponding provisions of any future amendments to the

Internal Revenue Code and to the corresponding provisions of any future United States Internal Revenue Law.

ARTICLE TWO: OFFICES

2.1 The Foundation may have its offices at such place or places within the State of Indiana as the Board of Directors may from time to time determine.

ARTICLE THREE: MEMBERS

3.1 The Foundation shall have no members.

ARTICLE FOUR: DIRECTORS

4.1 The activities, property and affairs of the Foundation shall be managed by its Board of Directors, which is empowered to exercise all such powers of the Foundation and to do all lawful acts and things as are authorized by law, by the Foundation's Articles of Incorporation or Bylaws. To the extent permitted by law, the Board of Directors may delegate power and authority in the exercise of its duties and responsibilities to its duly elected and duly appointed Committees, and to its duly appointed officers or other such qualified agents.

The Board of Directors shall carry out the policies, and shall have charge of the management of the Foundation, including the hiring of all employees whose compensation they shall determine, and shall cause the books and accounts of the Treasurer to be examined periodically, and to be reviewed annually and audited periodically by a Certified Public Accountant. The Board of Directors may hire such staff as necessary for the conduct of the Foundation's business.

Generally, this delegation of power and authority will be limited to the extent that Committees, officers, and agents may make recommendations to the Board for final approval of matters within the scope of their delegated authority and/or carry out programs and directives which have been approved by the full Board. However, final approval of all business matters must be discussed and given by the Board in a public meeting, consistently with the provisions of the Indiana Open Door Law.

For purposes of these Bylaws, the terms "Director," "Board Member," and "Member of the Board" may be used interchangeably and are understood to refer to members of the Foundation's Board of Directors.

4.2 The Board of Directors shall consist of not less than five (5) and not more than nine (9) members.

4.3 As of the date of approval of these Bylaws, understood to be (insert date of approval), the Board of Directors is comprised as follows:

(insert list of directors with year of appointment and year of term expiration)

4.4 Directors shall be elected to the Drexel Foundation Board of Directors for an initial single term of four (4) years. After serving this initial term, Directors may then seek re-election for a second term. Directors may then seek re-election for a third partial term of two (2) years. Directors are eligible for a maximum of two terms of four years each, plus the third partial term, for a total of ten (10) years of service. The ten (10)-year maximum regarding years of service will not be increased if the two terms are not served continuously.

4.5 Directors shall be elected for their initial single terms by a majority vote of the Board at a Regular Meeting which the Board designates for election of Directors. Directors whose initial single terms are expiring during the current calendar year shall be eligible for re-election at a Regular Meeting within that calendar year which the Board designates for election of Directors. For purposes of these Bylaws, the Board designates the June meeting as the annual meeting for purposes of election and/or re-election of Directors.

The term of each Director listed in Section 4.3, above, shall be understood to expire as of the date of the annual meeting for purposes of election and/or re-election of Directors during the calendar year listed in Section 4.3 of these Bylaws for expiration of that Director's term. If a Director is not re-elected by the Board following the end of that Director's term, the remaining Directors shall continue to act, and a new Director may be appointed by the vote of a majority of the Directors then in office at any Regular Meeting or Special Meeting held following the completion of the process described in Section 4.8 of these Bylaws.

4.6 Any one or more Directors may be removed for cause at any time by a two-thirds majority vote of the Directors then serving at any regular or special meeting of the Board of Directors duly called with notice duly given of such purpose.

4.7 Directors may resign at any time and for any reason, without provision of prior notice. Vacancies on the Board may occur due to resignation, removal pursuant to Sections 4.6 or 5.6 of these Bylaws, or incapacity or death of a Director at any point in time prior to the expiration of that Director's term. If such a vacancy on the Board occurs, the remaining Directors shall continue to act, and the vacancy may be filled by the vote of a majority of the Directors then in office at any Regular Meeting or Special Meeting held following the completion of the process described in Section 4.8 of these Bylaws.

4.8 At such time as it becomes necessary to fill a vacancy on the Board, whether due to a member not being re-elected after the expiration of an initial four-year term or due to resignation, removal pursuant to Section 4.6 of these Bylaws, incapacity, or death of a Director, the Board shall solicit candidates for election to the Board as follows:

The Board will post a notice of vacancy, which, at a minimum, will be posted physically at the TBLA facility and posted virtually on the TBLA website for a period of thirty (30) days, and will also be published as a legal notice in *The Times of Northwest Indiana* at least once during the thirty (30)-day period. Board members may also solicit or contact candidates known to have an interest in the vacancy during this thirty (30)-day period. All candidates

will be requested to submit a written application (or to complete an equivalent virtual application form).

Upon completion of the thirty (30)-day period, the Board or a designated committee will meet in executive session to discuss and narrow the list of candidates down to no fewer than three (3) candidates who will be selected for final interviews. The selected candidates will then be interviewed by the entire Board in a public meeting. If three (3) or fewer candidates submit applications to fill the vacancy, then all candidates will be interviewed by the entire Board in a public meeting.

Following the completion of interviews, in the same or a subsequent public meeting, the Board will vote to select a candidate to fill the vacancy. If necessary, an initial vote will be conducted and the candidate with the fewest votes will be eliminated, and a second vote will then be conducted between the two remaining candidates, with the candidate receiving the most votes being elected to fill the vacancy.

4.9 In order to be eligible to serve as a Director, an individual must either be a resident of the state of Indiana or be employed by a company or corporation that is incorporated in or physically located within the State of Indiana. Additionally, at least half of the Directors serving on the Board at any given time must be residents of the state of Indiana, and at least half of the Directors serving on the Board at any given time must be residents of a county from which TBLA has currently-enrolled students. All new Directors must undergo training approved by the Authorizer.

4.10 An individual is ineligible to serve as a Director if that individual has committed an offense set forth in Ind. Code § 20-26-5-11(b) or any successor statute, or any offense substantively equivalent to any offense listed in Ind. Code § 20-26-5-11(b).

ARTICLE FIVE: MEETINGS OF THE BOARD OF DIRECTORS

5.1 The annual meeting of the Board of Directors shall be held in the month of June. Pursuant to Section 4.5 of these Bylaws, all Directors whose terms of office end in that particular calendar year shall be eligible for re-election at the annual meeting. In addition, regular meetings of the Board of Directors shall be held **monthly, at 6:00 P.M. on the last Wednesday of every month**, at such time and place as the President shall designate.

5.2 Special meetings of the Board of Directors may be called at any time by the President. Special meetings of the Board of Directors may also be called by the Secretary upon the written request of three (3) or more Directors. Special meetings shall be held at such date, time and place as the President shall designate, except that any special meeting called upon the written request of three (3) or more Directors shall be held not later than ten (10) business days after the Secretary shall have received such request, at such date, time and place as the Secretary shall designate.

5.3 Notice of all meetings of the Board of Directors shall be posted and communicated to all parties requesting notice in compliance with the Indiana Open Door Law, Ind. Code § 5-14-1.5. Notice of all meetings, along with a meeting agenda and/or Board packet as applicable, shall also be sent to each Director's last known phone number, home or office address, or e-mail address in sufficient time to be received at least forty-eight (48) hours, or two (2) days, prior to the time of the meeting.

5.4 Notice of all special meetings of the Board of Directors shall be given by serving such notice to each Director in person, by telephone, by mail or by electronic mail. Notice shall be sent to each Director's last known phone number, home or office address, or e-mail address in sufficient time to be received at least forty-eight (48) hours (2 days) prior to the time of the meeting. The notice shall state the date, time and place of the meeting and a general description of the business to be transacted.

5.5 At any duly called meeting of the Board of Directors, a majority of the Directors officially elected and serving at that time shall constitute a quorum for the transaction of business. Except as otherwise provided by law or in these Bylaws, all actions and decisions of the Board of Directors shall be by a majority vote of all Directors present and voting. Abstentions shall be counted for purposes of determining whether a quorum exists, but shall not be counted as votes in favor of or in opposition to any motion or business item. There shall be no voting by proxy or other representative method.

5.6 Each Board member shall be required to report his or her inability to attend a meeting to the President, Vice President or Secretary—in that order. The Board has elected not to approve a policy permitting virtual attendance at meetings by Directors. A Director must be physically present in order to participate in any meeting of the Board. If any Director misses three (3) regular board meetings in any fiscal year, the Secretary shall report such matter to the Governance/Board Development Committee, which may then make a recommendation to remove such Director from the Board. A vacancy on the Board resulting from any such removal shall be filled by the Board of Directors in accordance with Sections 4.7 and 4.8 of these Bylaws.

5.7 The President shall have the authority and discretion to require a vote to be taken by roll call, with each Director responding individually, on any motion or business item.

ARTICLE SIX: OFFICERS

6.1 The Officers of the Foundation shall be: a President of the Board of Directors, a Vice President of the Board of Directors, a Secretary, and a Treasurer. The term of each officer of the Board shall be two (2) years. In order to be elected as an Officer, a Director must be serving in good standing with sufficient time remaining in his or her term as Director to complete the full term of two (2) years as an Officer.

Officers shall be elected by majority vote of the Directors present at the regular meeting of the Board designated for election of Directors in Section 4.5 of these Bylaws.. Each officer may serve for no more than four terms of two (2) years each. The Board may also have such other Officers as the majority of Directors may determine from time to time.

The President and Treasurer shall be elected to serve on concurrent terms. These two positions will be voted on during even-numbered calendar years. The Vice President and Secretary shall also be elected to serve on concurrent terms. These two positions will be voted on during odd-numbered calendar years.

6.2 Any elected Officer may be removed for cause at any time by a two-thirds majority vote of the Directors then serving at any regular or special meeting of the Board of Directors duly called with notice duly given of such purpose. Unless otherwise specified in the preceding Sections of these Bylaws, vacancies in offices may be filled for the remainder of the two (2)-year term by a majority vote of the Directors present and voting at that same meeting. A Director's completion of a partial term as an Officer shall not be counted toward the term limit set forth in Section 6.1 of these Bylaws if the duration of the partial term is shorter than three hundred sixty-five (365) days, or one (1) calendar year. If the duration of the partial term is more than three hundred sixty-five days, or one (1) calendar year, the partial term shall count as a full term for purposes of calculating term limits.

6.3 The duties and powers of the officers of the Foundation shall be as follows:

6.3.1 **President of the Board of Directors.** The President shall preside at all meetings of the Board of Directors and shall have such other duties and responsibilities as are customary for the office of President of the Board of Directors and as may be assigned to him or her from time to time by the Board of Directors

6.3.2 **Vice President of the Board of Directors.** The Vice President shall perform the duties of the President of the Board of Directors in the absence or disability of the President and shall have such other duties and responsibilities as may be assigned to him or her from time to time by the Board of Directors. Should the President resign or become incapacitated, the Vice President shall succeed to the role of President and shall remain in that role for the duration of the President's incapacity or the remainder of the President's term, whichever is shorter. The Vice President must be elected to the office of President, pursuant to the procedures set forth in Section 6.1 of these Bylaws, to serve any part of any subsequent term.

6.3.3 **Secretary.** The Secretary makes certain that minutes of the meetings of the Board of Directors are kept in the appropriate books. He or she shall give all notices of the meetings of the Board of Directors. He or she shall be the custodian of the records of the Foundation (other than those kept by the Treasurer). He or she shall oversee and authenticate corporate records. He or she shall, in general, perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and of the Executive Committee. It shall be the duty of the Secretary to enforce all Bylaws, rules and regulations for the proper conduct of the Foundation

made by or under the authority of the Board of Directors or the Executive Committee of the Board, including but not limited to serving as Parliamentarian during all Board meetings. In all cases of disputed authority or uncertainty as to the meaning of the Bylaws, rules and regulations of the Foundation, the Secretary's decision shall govern until the Board of Directors or Executive Committee shall otherwise rule. It shall be the duty of the Secretary to see that all requirements of law and of appropriate state and local authorities are duly observed in the conduct of the affairs of the Foundation. In the event of the death, disability or absence of the Vice President, the Secretary shall perform the duties and exercise the powers of the Vice President.

6.3.4 **Treasurer.** The Treasurer shall have supervision over the receipt and custody of the Foundation's funds, and shall cause to be kept correct and complete books and records of account, including full and accurate accounts of receipts and disbursements in books belonging to the Foundation and, in general, shall perform such duties as are customary to the office of Treasurer, including serving as chair of the Finance Committee. In addition, the Treasurer shall perform such other duties as the Board of Directors or the Executive Committee may from time to time assign to the Treasurer. The Treasurer may be provided with a bond for the faithful discharge of his or her duties in such amount as the Board of Directors or the Executive Committee may require.

ARTICLE SEVEN: COMMITTEES OF THE BOARD OF DIRECTORS

7.1 The Foundation shall have an **Executive Committee**, a Finance/Facilities Committee, a Mission/Marketing/Fund Development Committee, a Governance/Board Development Committee, and an Education Committee. Directors shall chair each of the standing committees. The President may appoint and the Board of Directors may convene by resolution other committees consisting in each case of two (2) or more persons of the Board of Directors, one (1) of whom shall chair the committee.

No appointed committee shall at any time be comprised of enough Directors to constitute a quorum of the Board based on the Board's current composition, with the lone exception of the Executive Committee.

Committees shall have and exercise such of the power and authority of the Board of Directors as provided for in these Bylaws, or as may be provided in the resolution of the Board of Directors establishing any such Committee. All committees shall keep records of their deliberation which they shall submit to the Secretary of the Board of Directors for authentication and distribution. The duties and powers of the Committees shall be as follows:

7.1.1 **The Executive Committee** shall be convened by the President of the Board of Directors, who shall also chair the committee. The Executive Committee will include the President, Vice President, Treasurer and Secretary of the Board of Directors. The President may invite the immediate Past President to serve as a voting member of the Executive Committee.

The Executive Committee will receive committee and staff reports and advice, write the agenda for the regular meetings of the Board of Directors and refer action items to the Board or to appropriate committees.

7.1.2 The **Finance/Facilities Committee** shall be convened by the Treasurer of the Board of Directors, who shall also chair the Committee. The Finance/Facilities Committee will include at least one accountant who is not a Director of the Foundation. The Finance/Facilities Committee will generate and monitor the Foundation's annual budget, subject to the review and approval of the Board of Directors. The Finance/Facilities Committee will also be responsible for

periodic financial reviews and audits of the Foundation as instructed by resolution of the Board of Directors and in compliance with these Bylaws. The Finance/Facilities Committee will be responsible for all matters concerning the construction or maintenance of the school buildings.

7.1.3 **The Mission/Marketing/Fund Development Committee** shall be chaired and convened by a Director. The Mission/Marketing/Fund Development Committee shall be responsible for marketing the Foundation, for public relations and publications, and for the acquisition of private and public contributions to the Foundation. It has the responsibility to monitor and/or establish communication to ensure that quality education is delivered at TBLA.

7.1.4 **The Governance/Board Development Committee** shall be responsible for identifying, recruiting, mentoring and training new Directors and shall be chaired and convened by a Director. This Committee will also annually review the performance of all Committees and all Directors, as well as provide resources to other committees as requested. It has the responsibility to review and recommend revisions to the charter document, any agreement with an education service provider, and these Bylaws.

The Governance Committee is also responsible for establishing the Drexel Strategic Plan and the Drexel Board Retreat.

7.2 **With the exception of the Executive Committee**, standing committees may include non-Directors as deemed appropriate.

7.3 Minutes of all Committee meetings shall be kept and sent to the Secretary of the Board of Directors for authentication and inclusion in the Foundation's historical records. The chair of each Committee will report at each regular meeting of the Board of Directors.

7.4 All Directors shall sit on at least one Committee and may be requested to serve on two or more committees for a specific time period. The authority of standing Committees shall be limited to the particular purpose and subject matter for which the Committee is convened and assembled, and all actions taken by Committees shall be taken in the form of recommendations for approval or other final action by the full Board, which must be taken during a public meeting.

ARTICLE EIGHT: BILLS, NOTES, ETC.

8.1 **Contracts:** The President or Vice President may, with prior approval of the Board, enter into any contract or execute and deliver any instrument in the name of and on behalf of the Foundation, and institute, join in, or become a party to any suit at law or in equity in which the Foundation has an interest. The Secretary of the Foundation shall attest the signature of such officers to any such instrument. However, the presence of such

attesting signature shall not be required for the validity of such instruments unless required by law. Other officers or employees may be empowered by the Board of Directors to execute such contracts or instruments as the Board directs.

8.2 **Loans:** No loan shall be contracted on behalf of the Foundation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific incidents.

8.3 **Banking Transactions:** All checks, drafts, or other orders for the payment of money issued in the name of the Foundation shall be signed by any of the following officers: by the President and the Treasurer or other designated officer of the Foundation and in such manner as shall be, from time to time, determined by resolution of the Board of Directors.

8.4 **Deposits:** All funds of the Foundation not otherwise employed shall be deposited to the credit of the Foundation in such banks, trust companies, or other depositories as the Board of Directors may select.

8.5 **Fiscal Year:** The fiscal year of the Foundation shall commence on July 1st of each year and shall end on the 30th day of June of each year.

8.6 **No Private Benefit:** Upon dissolution of the Foundation, no part of the Foundation's receipts or assets shall inure to the benefit of any individual or private organization except as specified in 1.2 of these Bylaws.

8.7 **Corporate Seal:** The Foundation shall have no seal.

ARTICLE NINE: CONFLICT OF INTEREST

9.1 Each Director shall, prior to assuming his or her position, and annually thereafter, answer a questionnaire so as to disclose in writing to the Board of Directors and the Chairperson of any Committee on which he or she serves a list of all businesses or other organizations of which he or she is an officer, member, owner or employee, or for which he or she acts as an agent, with which the Foundation has, or might reasonably in the future enter into, a relationship or a transaction in which the member would have conflicting interests.

9.2 At such time, if any matter should come before the Board or any Committee thereof in such a way as to give rise to a conflict of interest, the affected Director shall make known the potential conflict and, if advisable, withdraw from meeting for so long as the matter shall continue under discussion, except to answer any questions that might be asked of him or her. Should the matter be brought to a vote, the affected Director shall not vote on it. In the event that the affected Director fails to withdraw voluntarily and the President, in his or her discretion, deems that a withdrawal from discussion and voting is advisable, the President shall require that the affected Director remove himself or herself from the room during the discussion and vote on the matter.

9.3 Notwithstanding the above, the affected member shall bring to the attention of the Board of Directors (*i.e.*, voluntarily disclose) any business transaction which could potentially involve a conflict of interest, regardless of whether or not the remaining Directors might have become aware of it without the disclosure.

9.4 Any business transaction involving a conflict of interest shall be presented to the Board or its appropriate Committee, with full disclosure of the conflict, for consideration by the Board. Such transactions or items must be approved by majority vote, without the participation of the Director affected by the conflict of interest.

9.5 In any instance, the President of the Board of Directors may seek the advice of the Board attorney on a conflict issue.

ARTICLE TEN: MISCELLANEOUS PROVISIONS

10.1 These Bylaws may be amended by affirmative vote of two-thirds of the Directors present at any lawful meeting of the Board of Directors, provided that a copy of such proposed amendment shall have been given in the notice calling the meeting.

10.2 The parliamentary procedure of the Foundation, Board of Directors, Executive Committee and all other Committees established hereunder shall be governed by the most recent revised edition of Robert's Rules of Order unless contrary to the procedure set forth in these Bylaws. In case of conflict, the rules established by these Bylaws shall prevail.

10.3 The Board of Directors will comply with the Indiana Open Door Law. Directors are prohibited from taking any action relating to public business and/or the business of the Board or the Foundation, in any setting other than a meeting held in compliance with the Indiana Open Door Law.

10.4 It is prohibited for any individual to serve on the board if the individual or a spouse or immediate family member has a direct or indirect ownership, employment, contractual, or membership interest in any educational management organization or other educational service provider used by the Foundation.

10.5 Amendments to the Articles of Incorporation of the Foundation must be approved by the Foundation's Board of Directors before going into effect.

10.6 If the Foundation is leasing from a religious organization, no leader or member of the governing board of the religious organization may serve on the Foundation's Board of Directors.

10.7 Whenever any notice of time, place, purpose or any other matter, including any special notice or form of notice, is required or permitted to be given to any person by law or under the provisions of the Certificate of Incorporation or Bylaws of this Foundation, or of a resolution of the Directors, a written waiver of notice transmitted via letter or email and signed either in script or electronically by the person or persons entitled to such notice, whether before or after the time required for such notice, shall be equivalent to the giving of such notice. The Secretary shall cause any such waiver to be filed with or entered upon the records of the Foundation or, in the case of a waiver of notice of a meeting, the records of the meeting.

ARTICLE ELEVEN: DISSOLUTION OF THEA BOWMAN LEADERSHIP ACADEMY

11.1 Upon dissolution: (1) the remaining assets of the charter school shall be distributed first to satisfy outstanding payroll obligations for employees of the charter school, then to creditors of the charter school, then to any outstanding debt to the common school fund; and (2) remaining funds received from the Indiana Department of Education shall be returned to the Indiana Department of Education not more than thirty (30) days after dissolution.

Following proper notice and in compliance with the prevailing Bylaws of Drexel Foundation for Educational Excellence, Inc., the foregoing revised Bylaws were approved and adopted upon motion duly made, seconded, and carried by the affirmative vote of at least two-thirds (2/3) of the present Board of Directors of Drexel Foundation for Educational Excellence, Inc., at its Regular Meeting of _____, 2023.

President: _____

Secretary: _____

AMENDED AND RESTATED BYLAWS
~~OCTOBER 2020~~AUGUST, 2023

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DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.
Post Office Box 4661, Gary, Indiana 46403

LAST REVISED: August 8, 2023

AMENDED AND RESTATED BYLAWS
Drexel Foundation for Educational Excellence, Inc.
Gary, Indiana

ARTICLE ONE: PURPOSES

1.1 The nature of the activities to be conducted, and the purposes to be promoted or carried out by Drexel Foundation for Educational Excellence, Inc. (the “Foundation,” [also referred to herein as the “Organizer”](#)), shall be exclusively charitable and educational within the meaning of Section 501-(c)-(3) of the Internal Revenue Code of 1986 (the “Code”).

The Foundation holds the charter of Thea Bowman Leadership Academy (“TBLA”), which offers primary and secondary education to students in the City of Gary, Indiana, and surrounding districts. It provides for enrichment and enhanced educational opportunities for these and other students to ~~insure~~[ensure](#) a quality public education. [Pursuant to Ind. Code 20-24-9-3, TBLA and the Foundation operate under the oversight of Trine University \(the “Authorizer”\).](#)

1.2 No part of the property or net earnings of the Foundation shall inure to the benefit of or be distributable to the Foundation’s Directors, officers or other private persons, except that the Foundation shall be authorized and empowered to pay reasonable compensations, and reimburse reasonable expenses incurred for services rendered, and to make payments and distributions in furtherance of the purpose set forth in this Article.

1.3 No substantial part of the activities of the Foundation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Foundation shall not participate in, or intervene in (including the publishing or distribution of statements), any campaign on behalf of any political candidate for public office. Notwithstanding any other provisions of these Bylaws, the Foundation shall not carry on any other activities not permitted to be carried on by a Foundation exempt from federal income tax under Section 501-(c)-(3) of the Code, contributions to which are deductible under Section 170-(c)-(2) of the Code.

1.4 The duration of the Foundation is perpetual.

1.5 Upon dissolution or termination of the existence of the Foundation, all of its property and assets shall, in a manner consistent with applicable federal and state laws and regulations, and after payment of the lawful debts of the Foundation and the expenses of its dissolution or termination, be delivered, conveyed and paid over exclusively to a nonprofit corporation designated by the Foundation’s Board of Directors. Upon dissolution of the Foundation, no part of the Foundation’s receipts or assets shall inure to the benefit of any individual.

1.6 References in these Bylaws to sections of the Code shall be deemed to include references to the corresponding provisions of any future amendments to the Internal Revenue Code and to the corresponding provisions of any future United States Internal Revenue Law.

[LAST REVISED: August 8, 2023](#)

ARTICLE TWO: OFFICES

2.1 The Foundation may have its offices at such place or places within the State of Indiana as the Board of Directors may from time to time determine.

ARTICLE THREE: MEMBERS

3.1 The Foundation shall have no members.

ARTICLE FOUR: DIRECTORS

4.1 The activities, property and affairs of the Foundation shall be managed by its Board of Directors, which is empowered to exercise all such powers of the Foundation and to do all lawful acts and things as are authorized by law, by the Foundation’s Articles of Incorporation or Bylaws. To the extent permitted by law, the Board of Directors may delegate power and authority in the exercise of its duties and responsibilities to its duly elected and duly appointed Committees, and to its duly appointed officers or other such qualified agents.

The Board of Directors shall carry out the policies, and shall have charge of the management of the Foundation, including the hiring of all employees whose compensation they shall determine, and shall cause the books and accounts of the Treasurer to be examined periodically, and to be reviewed annually and audited periodically by a Certified Public Accountant. The Board of Directors may hire such staff as necessary for the conduct of the Foundation’s business.

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Generally, this delegation of power and authority will be limited to the extent that Committees, officers, and agents may make recommendations to the Board for final approval of matters within the scope of their delegated authority and/or carry out programs and directives which have been approved by the full Board. However, final approval of all business matters must be discussed and given by the Board in a public meeting, consistently with the provisions of the Indiana Open Door Law.

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For purposes of these Bylaws, the terms “Director,” “Board Member,” and “Member of the Board” may be used interchangeably and are understood to refer to members of the Foundation’s Board of Directors.

4.2 The Board of Directors shall consist of not less than five (5) and not more than ~~seven (7)~~nine (9) members.

4.3 As of the date of approval of these Bylaws, understood to be (insert date of approval), the Board of Directors is comprised as follows:

(insert list of directors with year of appointment and year of term expiration)

Commented [N51]: Will need to be filled in based on the Board’s records and should reflect CURRENT composition of Board as of the date the Bylaws are approved, taking into account recent additions and removals.

~~Directors shall be elected by a majority vote of the Board at its annual meeting.~~

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4.4 ~~Directors shall belong to the~~ Directors shall be elected to the Drexel Foundation Board of Directors for one four-year term an initial single term of four (4) years. After serving this initial term, Directors may then reapply seek re-election for another a second term. Directors may then seek re-election for a third partial term of two (2) years. All re-appointees must be voted on by the Directors at the annual meeting. ~~Directors are only eligible for a maximum of two terms of four years each, plus the third partial term, for a total of ten (10) years of service. The ten (10)-year maximum regarding years of service will not be increased if the two terms are not served continuously.~~

4.5 Directors shall be elected for their initial single terms by a majority vote of the Board at a Regular Meeting which the Board designates for election of Directors. Directors whose initial single terms are expiring during the current calendar year shall be eligible for re-election at a Regular Meeting within that calendar year which the Board designates for election of Directors. For purposes of these Bylaws, the Board designates the June meeting as the annual meeting for purposes of election and/or re-election of Directors.

The term of each Director listed in Section 4.3 above shall be understood to expire as of the date of the annual meeting for purposes of election and/or re-election of Directors during the calendar year listed in Section 4.3 of these Bylaws for expiration of that Director's term. If a Director is not re-elected by the Board following the end of that Director's term, the remaining Directors shall continue to act, and a new Director may be appointed by the vote of a majority of the Directors then in office at any Regular Meeting or Special Meeting held following the completion of the process described in Section 4.8 of these Bylaws.

4.6 Any one or more Directors may be removed for cause at any time by a two-thirds majority vote of the Directors then serving at any regular or special meeting of the Board of Directors duly called with notice duly given of such purpose.

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4.7 Directors may resign at any time and for any reason, without provision of prior notice. If any vacancy on the Board Vacancies on the Board may occur due to resignation, removal pursuant to Sections 4.6 or 5.7 of these Bylaws, or incapacity or death of a Director shall occur at any point in time prior to the expiration of that Director's term. If such a vacancy on the Board occurs, the remaining Directors shall continue to act, and any such the vacancy may be filled by the vote of a majority of the Directors then in office at any Regular Meeting or Special Meeting held following the completion of the process described in Section 4.8 of these Bylaws.

4.8 At such time as it becomes necessary to fill a vacancy on the Board, whether due to a member not being re-elected after the expiration of an initial four-year term or due to resignation, removal pursuant to Section 4.6 of these Bylaws, incapacity, or death of a Director, the Board shall solicit candidates for election to the Board as follows:

The Board will post a notice of vacancy, which, at a minimum, will be posted physically at the TBLA facility and posted virtually on the TBLA website for a period of thirty (30) days,

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and will also be published as a legal notice in *The Times of Northwest Indiana* at least once during the thirty (30)-day period. Board members may also solicit or contact candidates known to have an interest in the vacancy during this thirty (30)-day period. All candidates will be requested to submit a written application (or to complete an equivalent virtual application form).

Upon completion of the thirty (30)-day period, the Board or a designated committee will meet in executive session to discuss and narrow the list of candidates down to no fewer than three (3) candidates who will be selected for final interviews. The selected candidates will then be interviewed by the entire Board in a public meeting. If three (3) or fewer candidates submit applications to fill the vacancy, then all candidates will be interviewed by the entire Board in a public meeting.

Following the completion of interviews, in the same or a subsequent public meeting, the Board will vote to select a candidate to fill the vacancy. If necessary, an initial vote will be conducted and the candidate with the fewest votes will be eliminated, and a second vote will then be conducted between the two remaining candidates, with the candidate receiving the most votes being elected to fill the vacancy.

~~4.5—The President and Treasurer shall be on the same term. These two positions will be voted on during the even years. The Vice President and Secretary shall be on the same term. These two positions will be voted on during the odd years.~~

~~4.6—Any one or more Directors may be removed with cause at any time by a two-thirds majority vote~~

~~of the Directors then serving at any regular or special meeting of the Board of Directors duly called and notice duly given of such purpose.~~

~~4.79 Board of Directors~~In order to be eligible to serve as a Director, an individual must either be a resident of the state of Indiana or be employed by a company or corporation that is incorporated in or physically located within the State of Indiana. Additionally, and that at least half of the members of the board of directors~~Directors serving on the Board at any given time must~~ be residents of the state of Indiana, ~~and that at least half of the members of the board of directors~~Directors serving on the Board at any given time must be residents as of the date of initial election of a county from which ~~the Organizer's school~~TBLA has ~~currently~~enrolled students. All new Directors must undergo training approved by the Authorizer.

~~4.8—All new Directors must undergo training approved by the sponsor of the school operated by the Organizer.~~

~~4.94.10 Directors are prohibited from serving on the board~~An individual is ineligible to serve as a Director if you have that individual has committed an offense set forth in ~~Indiana Code~~Ind. Code § 20-26-5-11(b) or any successor statute, or any offense

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substantively equivalent to any offenses listed in [Indiana Code Ind. Code § 20-26-5-11\(b\)](#), unless such individual is authorized to sit on the Organizer's board by the Executive Director of OCS.

ARTICLE FIVE: MEETINGS OF THE BOARD OF DIRECTORS

5.1 The annual meeting of the Board of Directors shall be held in the month of June. ~~Officers and new Directors~~ Pursuant to Section 4.5 of these Bylaws, all Directors whose terms of office end in that particular calendar year shall be ~~elected~~ eligible for re-election at the annual meeting. In addition, regular meetings of the Board of Directors shall be held ~~at least ten (10) times monthly, at 6:00 P.M. on the last Wednesday of every month, during each fiscal year~~ at such time and place as the President shall designate.

5.2 Special meetings of the Board of Directors may be called at any time by the President. Special meetings of the Board of Directors may also be called by the Secretary upon the written request of three (3) or more Directors. Special meetings shall be held at such date, time and place as the President shall designate, ~~provided except~~ that any special meeting called upon the written request of three (3) or more Directors shall be held not later than ten (10) business days after the Secretary shall have received such request, at such date, time and place as the Secretary shall designate.

5.3 ~~Notice of all meetings of the Board of Directors shall be posted and communicated to all parties requesting notice in compliance with the Indiana Open Door Law, Ind. Code § 5-14-1.5. Notice of all meetings, along with a meeting agenda and/or Board packet as applicable, shall also be sent to each Director's last known phone number, home or office address, or e-mail address in sufficient time to be received at least forty-eight (48) hours (2 days) prior to the time of the meeting.~~

5.4 Notice of all special meetings of the Board of Directors shall be given by serving such notice to each Director in person, by telephone, by mail or by electronic mail. Notice shall be sent to each Director's last known phone number, home or office address, or e-mail address in sufficient time to be received at least forty-eight (48) hours (2 days) prior to the time of the meeting. The notice shall state the date, time and place of the meeting and a general description of the business to be transacted.

5.4.5 At any duly called meeting of the Board of Directors, a majority of the ~~directors~~ Directors officially elected ~~and serving~~ at that time shall constitute a quorum for the transaction of business. Except as otherwise provided by law or in these Bylaws, all actions and decisions of the Board of Directors shall be by a majority vote of all Directors present and voting. Abstentions shall be counted ~~for purposes of determining whether a quorum exists, but shall not be counted as votes in favor of or in opposition to any motion or business item, with the majority for the purposes of deciding motions.~~ There shall be no voting by proxy or other representative method.

5.5 ~~If Directors severally or collectively consent in writing or by email to any action to~~

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~~be taken by the Board, and the number of such Directors constitutes a quorum for such action as described in 5.4 above, such action shall be a valid corporate action as though it had been authorized at a meeting of the Board of Directors. The Secretary shall file and authenticate such consents with the minutes of the meetings of the Board of Directors.~~

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5.7 Each Board member shall be required to report his or her inability to attend a meeting to the President, Vice President or Secretary—in that order. ~~The Board has elected not to approve a policy permitting virtual attendance at meetings by Directors. A Director must be physically present in order to participate in any meeting of the Board.~~ If any ~~member of the Board~~ Director misses three (3) ~~unexcused~~ regular board meetings in any fiscal year, then the Secretary shall report such matter to the Governance/Board Development Committee, which may then make a recommendation to remove such ~~member~~ Director from the Board. A vacancy ~~in any office on the Board resulting from any such removal~~ shall be filled by the Board of Directors ~~at a regular meeting or at a special meeting called for that purpose,~~ in accordance with Sections 4.7 and 4.8 of these Bylaws.

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5.8 The President shall have the authority and discretion to require a vote to be taken by roll call, with each Director responding individually, on any motion or business item.

ARTICLE SIX: OFFICERS

6.1 The ~~o~~Officers of the Foundation shall be: a President of the Board of Directors, a Vice President of the Board of Directors, a Secretary, and a Treasurer. The term of each officer of the Board shall be two (2) years. ~~In order to be elected as an Officer, a Director must be serving in good standing with sufficient time remaining in his or her term as Director to complete the full term of two (2) years as an Officer.~~

~~Officers shall be~~ elected by majority vote of the Directors present at the ~~June regular meeting of the Board designated for election of Directors in Section 4.5 of these Bylaws,~~ meeting. Each officer may serve for no more than ~~three consecutive~~ four terms of two (2) years each. The Board may also have such other ~~officers~~ Officers as the majority of Directors may determine from time to time.

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~~The President and Treasurer shall be elected to serve on concurrent terms. These two positions will be voted on during even-numbered calendar years. The Vice President and Secretary shall also be elected to serve on concurrent terms. These two positions will be voted on during odd-numbered calendar years.~~

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~~6.2 The Board of Directors, at its annual meeting, shall elect officers by majority vote.~~

~~6.2 Any elected Officers may be removed with~~for cause at any time by a two-thirds majority vote of the Directors then serving at ~~any regular or special meeting of the Board of Directors duly called and with notice duly given of such purpose.~~ Unless otherwise specified in the preceding ~~s~~Sections of these Bylaws, vacancies in offices may be ~~temporarily filled until the annual meetings at any time~~ filled for the remainder of the two (2)-year term by a majority vote of the

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Directors present and voting at any regular or special meeting of the Board of Directors duly called and notice duly given of such purpose that same meeting. A Director's completion of a partial term as an Officer shall not be counted toward the term limit set forth in Section 6.1 of these Bylaws if the duration of the partial term is shorter than three hundred sixty-five (365) days, or one (1) calendar year. If the duration of the partial term is more than three hundred sixty-five days, or one (1) calendar year, the partial term shall count as a full term for purposes of calculating term limits.

6.3 The duties and powers of the officers of the Foundation shall be as follows:

6.3.1 **President of the Board of Directors.** ~~The President of the Board of Directors shall be one of the Directors.~~ The term for the President shall be two (2) years. He or she shall preside at all meetings of the Board of Directors and shall have such other duties and responsibilities as are customary for the office of President of the Board of Directors and as may be assigned to him or her from time to time by the Board of Directors

6.3.2 **Vice President of the Board of Directors.** ~~The Vice President of the Board of Directors shall be chosen from among the elected Directors and serves a two year (2) year term. He or she may serve no more than three consecutive terms.~~ He or she shall perform the duties of the President of the Board of Directors in the absence or disability of the President and shall have such other duties and responsibilities as may be assigned to him or her from time to time by the Board of Directors. Should the President resign or become incapacitated, the Vice President shall succeed to the role of President and shall remain in that role for the duration of the President's incapacity or the remainder of the President's term, whichever is shorter. The Vice President must be elected to the office of President, pursuant to the procedures set forth in Section 6.1 of these Bylaws, to serve any part of any subsequent term.

6.3.3 **Secretary.** ~~The Secretary shall be chosen from among the Directors. The Secretary serves a two year term which may be renewed.~~ The Secretary makes certain that minutes of the meetings of the Board of Directors are kept in the appropriate books. He/ or she shall give all notices of the meetings of the Board of Directors. He/ or she shall be the custodian of the records of the Foundation (other than those kept by the Treasurer). He/ or she shall oversee and authenticate corporate records. He/ or she shall, in general, perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and of the Executive Committee. It shall be the duty of the Secretary to enforce all Bylaws, rules and regulations for the proper conduct of the Foundation made by or under the authority of the Board of Directors or the Executive Committee of the Board, including but not limited to serving as Parliamentarian during all Board meetings. In all cases of disputed authority or uncertainty as to the meaning of the Bylaws, rules and regulations of the Foundation, ~~his or her~~ the Secretary's decision shall govern until the Board of Directors or Executive Committee shall otherwise rule. It shall be the duty of the Secretary to see that all requirements of law and of appropriate state and local authorities are duly observed in the conduct of the affairs of the Foundation. In the event of the death, disability or absence of the Vice President, the Secretary shall perform the duties and exercise the powers of the Vice President.

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6.3.4 **Treasurer.** The Treasurer ~~shall be chosen from among the Directors. The Treasurer serves a two year term which may be renewed. He or she~~ shall have supervision over the receipt and custody of the Foundation's funds, and shall cause to be kept correct and complete books and records of account, including full and accurate accounts of receipts and disbursements in books belonging to the Foundation and, in general, shall perform such duties as are customary to the office of Treasurer, including serving as chair of the Finance Committee. In addition, the Treasurer shall perform such other duties as the Board of Directors or the Executive Committee may from time to time assign to the Treasurer. The Treasurer may be provided with a bond for the faithful discharge of his or her duties in such amount as the Board of Directors or the Executive Committee may require.

6.3.5 **RESERVED.**

~~6.3.5 Any one or more elected officers may be removed with cause at any time by a two-thirds majority vote of the Directors then serving at a special meeting of the Board of Directors duly called and notice duly given of such purpose.~~

~~6.3.6 Unless otherwise specified in the preceding sections, vacancies in offices may be temporarily filled until the annual meetings at any time by a majority vote of the Directors present and voting at any regular or special meeting of the Board of Directors duly called and notice duly given of such purpose.~~

~~6.4 The Board of Directors may hire such staff as necessary for the conduct of the Foundation's business.~~

ARTICLE EIGHTSEVEN: COMMITTEES OF THE BOARD OF DIRECTORS

87.1 The Foundation shall have an **Executive Committee**, a Finance/Facilities Committee, a Mission/Marketing/Fund Development Committee; ~~and~~ a Governance/Board and Development Committee, ~~and an Education Committee~~. Directors shall chair each of the standing committees. The President may appoint and the Board of Directors may convene by resolution other committees consisting in each case of two (2) or more persons of the Board of Directors, one (1) of whom shall chair the committee.

No appointed committee shall be comprised of enough Directors to constitute a quorum of the Board based on the Board's current composition, with the lone exception of the Executive Committee.

Committees shall have and exercise such of the power and authority of the Board of Directors as are provided for in these Bylaws or as may be provided in the resolution of the Board of Directors establishing any such Committee. All committees shall keep records of their deliberation which they shall submit to the Secretary of the Board of Directors for authentication and distribution. The duties and powers of the Committees shall be as follows:

87.1.1 **The Executive Committee** shall be convened by the President of the Board of Directors, who shall also chair the committee. The Executive Committee will include the President,

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Vice President, Treasurer and Secretary of the Board of Directors. The President may invite the immediate past President to serve as a voting member of the Executive Committee.

The Executive Committee will receive committee and staff reports and advice, write the agenda for the regular meetings of the Board of Directors and refer action items to the Board or to appropriate committees.

§7.1.2 The Finance/Facilities Committee shall be convened by the Treasurer of the Board of Directors, who shall also chair the Committee. The Finance/Facilities Committee will include at least one accountant who is not a Director of the Foundation—as needed. The Finance Committee will generate and monitor the Foundation’s annual budget, subject to the review and approval of the Board of Directors. The Finance Committee will also be responsible for periodic financial reviews and audits of the Foundation as instructed by resolution of the Board of Directors and in compliance with these Bylaws. The Finance/Facilities Committee will be responsible for all matters concerning the construction or maintenance of the school buildings.

§7.1.3 The Mission/Marketing/Fund Development Committee shall be chaired and convened by a Director. The Mission/Marketing/Fund Development Committee shall be responsible for marketing the Foundation, for public relations and publications, and for the acquisition of private and public contributions to the Foundation. It has the responsibility to monitor and/or establish communication to insure that quality education is delivered at TBLA This Committee works closely with the TBLA School Board.

78.1.4 The Governance/Board Development Committee shall be responsible for identifying, recruiting, mentoring and training new Directors and shall be chaired and convened by a Director. This Committee will also annually review the performance of all Committees and all Directors, as well as provide resources to other committees as requested. It has the responsibility to review and recommend revisions to the charter document, any agreement with an education service provider, ~~the Agreement with the Diocese of Gary~~ and these Bylaws.

The Governance Committee is also responsible for establishing the Drexel Strategic Plan and the Drexel Board Retreat.

§7.2 With the exception of the Executive Committee, standing committees may include non-Directors as deemed appropriate. ~~No committee, with the exception of the Executive Committee as noted in section 8.1.1 of these Bylaws, shall have any of the power of the Board of Directors.~~

§7.3 Minutes of all Committee meetings shall be kept and sent to the Secretary of the Board of Directors for authentication and inclusion in the Foundation’s historical records. The chair of each Committee will report at each regular meeting of the Board of Directors ~~on the last Wednesday of each month.~~

§7.4 All Directors shall sit on at least one Committee and may be requested to serve on

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two or more committees for a specific time period. [The authority of standing Committees shall be limited to the particular purpose and subject matter for which the Committee is convened and assembled, and all actions taken by Committees shall be taken in the form of recommendations for approval or other final action by the full Board, which must be taken during a public meeting.](#)

ARTICLE [NINEEIGHT](#): BILLS, NOTES, ETC.

[98.1](#) **Contracts:** The President or Vice President may, with prior approval of the Board, enter into any contract or execute and deliver any instrument in the name of and on behalf of the Foundation, and institute, join in, or become a party to any suit of law or in equity in which the Foundation has an interest. The Secretary of the Foundation shall attest the signature of such officers to any such instrument. However, the presence of such attesting signature shall not be required for the validity of such instruments unless required by law. Other officers or employees may be empowered by the Board of Directors to execute such contracts or instruments as the Board directs.

[98.2](#) **Loans:** No loan shall be contracted on behalf of the Foundation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific incidents.

[98.3](#) **Banking Transactions:** All checks, drafts, or other orders for the payment of money issued in the name of the Foundation shall be signed by any of the following officers: by the President and the Treasurer or other designated officer of the Foundation and in such manner as shall be, from time to time, determined by resolution of the Board of Directors.

[98.4](#) **Deposits:** All funds of the Foundation not otherwise employed shall be deposited to the credit of the Foundation in such banks, trust companies, or other depositories as the Board of Directors may select.

[98.5](#) **Fiscal Year:** The fiscal year of the Foundation shall commence on July 1st of each year and shall end on the 30th day of June of each year.

[98.6](#) **No Private Benefit:** Upon dissolution of the Foundation, no part of the Foundation's receipts or assets shall inure to the benefit of any individual or private organization except as specified in 1.4 of these Bylaws.

[98.7](#) **Corporate Seal:** The Foundation shall have no seal.

ARTICLE ~~TENNINE~~ELEVEN: CONFLICT OF INTEREST

~~109~~.1 Each Director shall, prior to assuming his or her position, and annually thereafter, answer a questionnaire so as to disclose in writing to the Board of Directors and the Chairperson of any Committee on which he or she serves a list of all businesses or other organizations of which he or she is an officer, member, owner or employee, or for which he or she acts as an agent, with which the Foundation has, or might reasonably in the future enter into, a relationship or a transaction in which the member would have conflicting interests.

~~109~~.2 At such time, if any matter should come before the Board or any Committee thereof in such a way as to give rise to a conflict of interest, the affected Director shall make known the potential conflict and, if advisable, withdraw from meeting for so long as the matter shall continue under discussion, except to answer any questions that might be asked of him or her. Should the matter be brought to a vote, the affected Director shall not vote on it. In the event that, ~~when advisable,~~ the affected Director fails to withdraw voluntarily, and the President, in his or her discretion, deems that a withdrawal from discussion and voting is advisable, the President shall require that ~~he or she~~the affected Director remove himself or herself from the room during the discussion and vote on the matter.

10.3 Notwithstanding the above, the affected member shall bring to the attention of the Board of Directors (i.e., voluntarily disclose) any business transaction ~~involving which could potentially involve such~~ a conflict of interest, regardless of whether or not the remaining Directors might have become aware of it without the disclosure.

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10.4 Any business transaction involving a conflict of interest shall be presented to the Board or its appropriate Committee, with full disclosure of the conflict, for consideration by the Board. Such transactions or items must be approved by majority vote, without the participation of the Director affected by the conflict of interest.

10.5 In ~~appropriate instances~~any instance, the President of the Board of Directors may seek the advice of ~~an independent professional~~the Board attorney on a conflict issue.

ARTICLE ~~ELEVENTEN~~ELEVEN: MISCELLANEOUS PROVISIONS

~~110~~.1 These Bylaws may be amended by affirmative vote of two-thirds of the Directors present at any lawful meeting of the Board of Directors, provided that a copy of such proposed amendment shall have been given in the notice calling the meeting.

~~110~~.2 The parliamentary procedure of the Foundation, Board of Directors, Executive Committee and all other Committees established hereunder shall be governed by the most recent revised edition of Robert's Rules of Order unless contrary to the procedure set forth in these Bylaws. In case of conflict, the rules established by these Bylaws shall prevail.

~~110~~.3 ~~Organizer and t~~The Board of Directors will comply with the Indiana Open Door Law. Directors are prohibited from taking any action relating to public business and/or the

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business of the Board or the Foundation, in any setting other than ~~at~~ a meeting held in compliance with the Indiana Open Door Law.

~~11.10.54~~ It is prohibited for any individual to serve on the board if the individual or a spouse or immediate family member has a direct or indirect ownership, employment, contractual, or membership interest in any educational management organization or other educational service provider used by the Organizer.

~~11.6 — Directors are prohibited from participating in a board meeting via telephone or other electronic means.~~

~~11.10.7~~ Amendments to the se Bylaws or the Articles of Incorporation of the Organizer must be approved by the sponsor of the school operated by th ~~Authorizere~~ Organizer before going into effect.

~~11.10.8~~ If the Organizer is leasing from a religious organization, no ~~member of the religious board and no religious~~ leader or member of the governing board of the religious organization may serve on the Organizer’s Board of Directors.

~~11.10.9~~ Whenever any notice of time, place, purpose or any other matter, including any special notice or form of notice, is required or permitted to be given to any person by law or under the provisions of the Certificate of Incorporation or Bylaws of this Foundation, or of a resolution of the Directors, a written waiver of notice transmitted via letter or email and signed either in script or electronically by the person or persons entitled to such notice, whether before or after the time required for such notice, shall be equivalent to the giving of such notice. The Secretary shall cause any such waiver to be filed with or entered upon the records of the Foundation or, in the case of a waiver of notice of a meeting, the records of the meeting.

ARTICLE TWELVE: DISSOLUTION OF THEA BOWMAN LEADERSHIP ACADEMY

“Upon dissolution: (1) the remaining assets of the charter school shall be distributed first to satisfy outstanding payroll obligations for employees of the charter school, then to creditors of the charter school, then to any outstanding debt to the common school fund; and (2) remaining funds received from the ~~department-Indiana Department of Education~~ shall be returned to the ~~department-Indiana Department of Education~~ not more than thirty (30) days after dissolution.”

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Following proper notice and in compliance with the prevailing Bylaws of Drexel Foundation for Educational Excellence, Inc., the foregoing revised Bylaws were approved and adopted upon motion duly made, seconded, and carried by the affirmative vote of at least two-thirds (2/3) of the present Board of Directors of Drexel Foundation for Educational Excellence, Inc., ~~on adopted October ____, 2020,~~ at its Regular Meeting of _____, 2023.

President: _____

Secretary: _____

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