

**REQUEST FOR PROPOSALS (RFP)
AND SUBSEQUENT CONTRACT
FOR
CHILD NUTRITION PROGRAM
“FOOD SERVICE MANAGEMENT COMPANY”
SERVICES FIRM PRICE PER MEAL**

[December 2023 ART# 30197]

**Invitation to Submit Proposal for
Food Service Management Company (FSMC)**

RFP Reference Number: GA102

RFP Release Date: 02/26/2024

Completed, sealed proposals must be submitted
no later than 04/01/2024 by 2:00pm ET

RFP Issued By:

Global Academy of South Carolina
9768 Warren H Abernathy Hwy
Spartanburg, SC 29301
Nataliya Panasiuk
Principal
(916) 619-9168
(904)742-2599

Contents

Index of Applicable Regulatory Citations and Policy Guidance.....	6
SECTION ONE – Definitions	8
SECTION TWO – General Information	13
A. Intent	13
B. Procurement Method	13
C. Pre-Proposal Conference and Site Visit	13
D. Proposal Submission and Award.....	14
E. Amendments	15
F. Late Proposals	15
G. Final Discussions and Negotiations	15
H. Final Contract.....	16
I. Procurement Code of Conduct	16
J. Approval of Publicity Releases	16
SECTION THREE – Specific Requirements	17
E. Menu System for Reimbursable School Breakfast.....	19
F. Menu System for Reimbursable School Lunch.....	20
G. Meal System for Reimbursable After-School Snack Program	20
H. Other Meal Pattern Requirements	20
A. Scope and Purpose.....	24
B. Signature and Approval Authority.....	25
C. Free and Reduced-Price Meal Policy.....	25
D. USDA Foods	26
E. Child Nutrition Program Operations	28
F. Facilities, Equipment and Inventory	29
G. Regulatory Compliance	31
H. Records and Record-keeping.....	32
I. Personnel.....	33
J. Procurement	35
K. Accounting Practices, Revenues, and Receipts	36
L. Guarantees	36
M. Licenses, Fees and Taxes	37
N. Insurance	37
O. Proprietary Information	38
P. Term and Termination.....	38
Q. Additional Conditions	40
SECTION FIVE – SFA Appendices	41
Appendix A	42
Appendix A-1 (Lunch)	43

Appendix A-2 (Breakfast) 44

Appendix A-3 (Afterschool Snacks) 45

Appendix A-4 (Summer Meal Programs) 46

Appendix B 48

Appendix C 49

Appendix D 50

Appendix E..... 51

Appendix F..... 52

Appendix G 53

Appendix H 54

Appendix I..... 55

Appendix J..... 56

Appendix K 57

Appendix L..... 58

Appendix M..... 59

Appendix N 62

Appendix O 63

Appendix P..... 64

SECTION SIX – Required FSMC Proposal Format and Attachments 65

SECTION SEVEN – Checklist for FSMC Attachments 67

Attachment A 68

Attachment B..... 69

Attachment C..... 70

Attachment D 71

Attachment E..... 72

Attachment F..... 73

Attachment G 74

Attachment H 75

Attachment I..... 76

Attachment K 79

List of all SFAs 79

Attachment L..... 80

Attachment M..... 81

Attachment N 82

Attachment O 85

Attachment P..... 91

Attachment Q 92

Attachment R..... 94

Attachment R..... 95

SECTION EIGHT – Contract Authorization*96

SECTION NINE – RFP Evaluation Criteria and Guidance97

 General Guidance for Establishing RFP Evaluation Criteria97

 List Names and Titles of Evaluation Committee Members.....97

 Evaluation Committee Guidance.....98

 RFP Evaluation Scoring Sheet99

 Evaluation Committee Checklist100

SECTION TEN – Unallowable Contract Provisions.....101

SECTION ELEVEN – Monthly Consolidated Invoice Template102

SECTION TWELVE – List of Potential FSMC Offerors **Error! Bookmark not defined.**

Schedule of Events		
Event/Activity	Event Date	Event Time
RFP Release Date *	02/26/2024	N/A
Pre-proposal Conference Question Deadline	03/07/2024	
Prep-proposal Conference and/or Site Visit	03/07/2024	4:00pm
Final Question Deadline (no questions accepted after this date)	03/10/2024	2:00pm
Question Answers Provided to Bidders	03/12/2024	2:00pm
Sealed Proposal Submission Deadline **	04/01/2024	2:00pm
Proposals Logged		
Proposal Evaluation Completion Date	04/12/2024	N/A
Winning Proposal Reviewed (Board Meeting Date)	04/18/2024	N/A
Notice of “Intent to Award” Sent to Selected FSMC	04/18/2024	N/A
Proposed Contract Signature Date (by SFA)	4/28/2024	N/A
Anticipated Contract Start Date for Selected FSMC	07/01/2024	N/A

*10 days before Pre-Proposal Conference and/or Site Visit

**10 days after Pre-Proposal Conference and/or Site Visit

NOTE: The most restrictive regulatory requirements must be followed in terms of timing for certain events during the RFP and the Award Process.

Federal regulation citations concerning food service management company contracts can be found in 7 CFR Part 210 National School Lunch Program. State regulations regarding food service management companies can be found in the South Carolina Code of Regulations, Section R 43-169.

Federal regulations require a minimum 21-day period between the advertisement of the solicitation and the due date for responses. However, given the complexity of the process, the likelihood of questions from potential offerors, and the need for site visitations, the SFA should plan on a minimum of 60 days between the advertisement of the solicitation and the due date for responses. State law requires a minimum for 15 days between the last addenda issued by the SFA and the due date of the RFP response.

Index of Applicable Regulatory Citations and Policy Guidance

2 CFR Part 200---Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards

7 CFR Part 210—National School Lunch Program

210.8(a)	SFA monitoring responsibilities
210.9(b)	Annual Program Agreement
210.9(b)(7)	Determination of free and reduced eligibility by SFAs
210.9(b)(17) & (19)	Record retention requirements
210.11	Competitive food services and “Smart Snacks” guidelines
210.13	Facilities management
210.16(a)	SFA contract parameters and conditions:
210.16(a)(1)	Adhere to procurement standards
210.16(a)(2)	Operation is in conformance with contract
210.16(a)(3)	Periodic on-site visits
210.16(a)(4)	SFA control of meals/food service quality and prices
210.16(a)(5)	Signature authority (SFA retains control)
210.16(a)(6)	Appropriate use of USDA foods
210.16(a)(7)	Health certification
210.16(a)(8)	Advisory board
210.16(a)(9)	SFA must adopt all SCDE changes to solicitation prior to issuance
210.16(a)(10)	SCDE has reviewed and approved contract terms and conditions, as well as all changes to the contract prior to execution
210.16(b)	Invitation to bid
210.16(b)(1)	Twenty-one day cycle menu
210.16(b)(2)	Nonperformance
210.16(c)	Contract provisions allowing "cost-plus-a-percentage-of-cost" and "cost-plus-a-percentage-of-income" prohibited.
210.16(c)(1)	FSMC shall maintain records to support SFA's claim for reimbursement
210.16(c)(2)	FSMC health certification for any facility used outside of schools
210.16(c)(3)	Nonpayment conditions (spoiled or unwholesome foods, etc.)
210.16(d)	Duration of contract
210.21	Procurement

7 CFR Part 215—School Milk Program

7 CFR Part 220—School Breakfast Program

7 CFR Part 225 – Summer Food Service Program

7 CFR Part 245—Determining Free and Reduced Eligibility

245.5	Public announcement
245.6	Free and Reduced Eligibility Applications
245.6(a)	Verification
245.7	Hearings
245.10	Free and Reduced Policy Statement

7 CFR Part 250—USDA Foods

250.12(b)(4)	Restitution for USDA Foods in connection with claims
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250.12(c)	FSMC responsibility for use of USDA Foods
250.13(e)	Improper distribution, loss of or damage to USDA Foods
250.23	Buy American Provisions
250.50(a)	Use of Donated Foods
250.51(a),(b), & (c)	Crediting and Value of Donated Foods
250.52(a) & (b)	Storage and Inventory of Donated Foods
250.53(c)	Substitution of Ground Beef and Pork

Section 59-5-60 – South Carolina State Board of Education

59-10-310, et seq. SC Student Health and Fitness Act of 2005

R.43-168	Nutrition Standards for Elementary School (K-5) School Food Service Meals and Competitive Foods
R.43-169	Food Service Management Company Contracts

Contracting with Food Service Management Companies (2022 Chapter 14 Food Service Management Companies Food Service Management Companies (FSMC) (sc.gov))

South Carolina Consolidated Procurement Code (South Carolina Code of Laws, Title 11, Section 35, South Carolina Code of Regulations R.19-445, and the Procurement Compendium, Version 2.0.2 (Interim version released September 2017))

SECTION ONE – Definitions

Accounting Periods—each month throughout the fiscal year from July 1 to June 30.

Amendments—written documents issued by the SFA prior to the opening of proposals which modifies the RFP documents by addition, deletions, clarifications, or corrections.

Appendices—documents to be provided by the SFA to the FSMC as part of the RFP.

Attachments—documents to be provided by the FSMC in response to the RFP/contract.

ADM/ADP—Average Daily Membership/Participation

Bid—an offer to perform, in accordance with the specifications and conditions, for a stipulated price.

Board—the Board of Education of the SFA. Unless otherwise authorized by the SFA, the SFA’s Board of Education shall provide final approval of the Evaluation Committee’s RFP recommendation to the chief procurement officer.

Code of Federal Regulations (CFR)—the code of federal regulations. Means the codification of the general and permanent rules published in the *Federal Register* by the executive departments and agencies of the federal government.

2 CFR 200 and 400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards regarding the administration of grants.

CN (Child Nutrition) Label—indicates that the product conforms to the nutritional requirements of the USDA Food and Nutrition Service (FNS). The label shows the contribution made by a given amount of product toward meal pattern requirements.

Child Nutrition Program (CNP)—is the preparation and service of food to the SFA’s students, staff, employees, and authorized visitors. The CNP may include but is not limited to the National School Lunch Program, SBP, After School Snack program, FFVP, Summer Food Service Program, and the SSO, as well as catering services and à la carte food service.

Competition—the process by which two or more companies attempt to secure business by offering the most favorable terms on price, quality, and service.

Competitive Foods—any foods and beverages sold during the school day on the school campus that compete with the school breakfast and lunch programs. Violation of federal or state competitive food guidelines may result in reclaims of federal funds to support the SFA’s school breakfast or lunch programs.

Contract—a formal, legally enforceable agreement duly executed by the authorized representative of the SFA and the FSMC. The SFA’s RFP and the contractor proposal to the RFP will become the final contract.

Contract Award—the awarding of a contract to a successful offeror signifying the acceptance of the proposal.

Contract Documents—any letters, forms, attachments, or other documents that the offeror submits with the proposal and any documents provided by the SFA in the context of this RFP, unless the terms in any such documents conflict with any term in the RFP.

Current Year—the period beginning July 1 and ending June 30.

Decimals—meal charges are to be listed out to four (4) decimal places, if applicable.

Direct Cost—a cost that is incurred specifically for one activity and can be identified specifically with that cost.

Domestic Commodity or Product – an agricultural commodity that is produced in the United States; and /or a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

Duration—the contract duration must be limited to one year, with the effective beginning and ending dates stated in the contract. The beginning date shall not be prior to the date the contract is signed. Additionally, if renewals will be permitted, the contract must also state the date by which the renewal must be executed by both the SFA and FSMC. Although four (4) additional one-year renewals are permitted, contracts cannot contain automatic renewal provisions. The renewal date must occur on or prior to the expiration date of the current contract. Any provisions, including adjustments to payments that will be used for renewing contracts, must be stated in the RFP/contract, as applicable. These alterations cannot result in material changes to the original contract. If the SFA determines that significant changes are necessary, the SFA must re-solicit the contract. The following changes would normally not substantially change the contract:

Number of Schools—new schools added.

Changes in Enrollment—decreases and increases in student enrollment and the corresponding change expected in participation.

Changes in Price—meal price changes (determined by the SFA);

Cost Increases—cost increases limited to a measurable index (such as the Consumer Price Index for All Urban Consumers); and

Meal Equivalency—minor adjustments to the per meal equivalency.

Examples of substantive changes which could require the SFA to re-solicit the contract include but are not limited to: major changes to the formula for determining meal equivalency; major shift in responsibilities for SFA/FSMC staff; and/or significant changes in the basis for determining guaranteed returns.

Exhibits—documents the FSMC may choose to use to calculate their firm fixed price.

Expendable Equipment—items utilized in the preparation of food, including such things as pots, pans, and kitchen utensils. Expendable equipment also includes any item used in the nonprofit food service program as any item with a useful life of more than one meal service and with a purchase value per unit of \$4,999.99 or less.

FNS—Food and Nutrition Service of the United States Department of Agriculture.

Food Service Facilities—are the areas, improvements, personal property, and facilities made available by the SFA to the FSMC for the provision of the food services.

Food Service Management Company (FSMC)—a commercial enterprise or a nonprofit organization that is or may be contracted with by a SFA to manage any aspect of the school food service.

FSMC's Responsibility—requires each FSMC to fully acquaint themselves-with conditions relating to the scope and restrictions of this RFP. The failure or omission of a FSMC to acquaint themselves with existing conditions shall in no way relieve the FSMC of any obligation with respect to an offer and/or contract.

Firm, Fixed-Price Contract—under this type of contract, the FSMC is required to perform the work described in the contract. The price is not subject to any adjustment based on the FSMC’s cost experience in performing the contract. The firm fixed price contract includes any management fee and/or administrative allowance for the financial reporting; legal, tax, and audit services; and management oversight provided to client locations by FSMC at the regional and corporate levels.

Gross Receipts—the total of all cash receipts, reimbursements received by the SFA, and other revenue under the SFA’s nonprofit food service program.

Indirect Cost—a cost of a general nature which is not readily identifiable with the activities of the grant and incurred for a common or joint purpose benefiting more than one activity or cost objective.

Indirect Cost Rate—a device for determining the proportion of indirect costs the child nutrition program should bear. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base. Rates are published annually by SCDE.

In-Kind Meals—meals provided to adults who are directly involved in meal preparation and service. Teachers, aides, maintenance workers, secretaries, principals, and/or visitors, etc., should not eat free of charge unless the SFA accounts for and reimburses the school food service account for such adult meals. Students who assist in the cafeteria should not be considered “in-kind” nor reported as adult in-kind meals.

Material Change – defined as a change that, had other offerors known of the change at the time they submitted their responses to the RFP, would have caused them to respond differently to the solicitation. Federal regulations under 2 CFR 200.324(b)(5) specify that when a proposed contract modification changes the scope of the contract or increases the contract amount by more than the federal Simplified Acquisition Threshold (currently set at \$250,000 per 2 CFR 200.88), the SFA must submit the proposed changes to the SCDE for review and approval. State or local acquisition thresholds may be more restrictive, and the most restrictive threshold applies.

Meal Equivalents—defined as the common denominator for calculation of the per meal guarantee. The meal equivalent formula shall be determined by dividing the total of cash receipts, other than from sales of National School Lunch and Breakfast Program meals of Cash Equivalents, by the Equivalency Factor.

- A. For the purpose of this calculation, the number of lunch meals served to children and adults through the National School Lunch Program (including the SSO) and the SFSP shall be determined by actual count. The number of breakfast meals served to children and adults through the SBP (including the SSO) and the SFSP shall be three breakfasts per two lunches (conversion factor of .66) is equal to one meal equivalent. The number of afterschool snacks served to children and adults through the National School Lunch Program shall be divided by three.
- B. À la carte meal equivalents shall be computed by dividing à la carte sales (made to students and adults only through the child nutrition program) by the current USDA free lunch reimbursement rate (to include the USDA “six cents” performance-based funding and any other future USDA performance-based funding) plus the current USDA foods value per meal. This calculation shall exclude USDA school-specific severe need funding. This calculation shall be adjusted annually to reflect changes in USDA reimbursement rates.

Non-expendable Equipment—defined as any item with a per unit purchase of \$4,999.99 or more. All non-expendable equipment will be purchased by the SFA.

Nonprofit School Food Service Program—all food service operations conducted by the SFA are principally for the benefit of school children; all the revenue from which is used solely for the operation or improvements of such food services.

Non-Federal Entity – means a state, local government, Indian tribe, Institution of Higher Education (IHE), or

nonprofit organization that carries out a federal award as a recipient or sub-recipient.

Nutrition Analyses—provides detailed nutrition information on planned program menus. All menus must be planned to meet the Dietary Guidelines for Americans, as well as applicable USDA and state requirements. The FSMC proposal will include a nutrition analysis for each menu planned for all programs operated. Nutrition analyses must be available for all program meals planned and served daily during the contract period(s). The nutrition analysis software program used must be approved by USDA.

Offeror—a vendor who responds to a solicitation; for this purpose, the offeror is the FSMC responding to the RFP.

On-site—defined as the physical location of the food preparation facilities of the SFA as presented in RFP.

Pre-proposal Conference—helps ensure that each FSMC understands the RFP.

Product Identification (ID)—the product identifications or descriptions are not specifications. Product identifications are limited to requirements that can be verified on delivery or information essential for communication between contractor and SFA. Product identifications must be supplied with RFP for all items without CN label to insure quantity and quality.

Processor – means any commercial facility which processes or repackages USDA Foods. However, commercial enterprises which handle, prepare, and/or serve products or meals containing USDA Foods on-site solely for the individual SFA under contract are exempt under this definition.

Proposal—a complete and properly signed response to the RFP. The proposal is presented as described in the response to RFP section of the school district RFP. The entire RFP will become the legal contract when approved, awarded, and signed.

Proposal Opening—the process of opening and reading the content of proposals for the first time, at the date, time, and location specified in the Request for Proposals.

Public Access to Procurement Information—no documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after the contract is awarded. Once awarded, non-proprietary information contained in the FSMC's response to the RFP becomes public record. Commercial or financial information obtained in response to this RFP may be considered privileged and confidential. Such privileged and confidential information includes information that, if disclosed, might cause harm to the competitive position of the offeror supplying the information. **All offerors, therefore, must visibly mark as "Confidential" each part of their proposal they consider to contain proprietary information.**

Qualified Offeror—an offeror who is qualified by experience, equipped to perform the work required or furnish the necessary material indicated in the specifications, and who has the necessary financial backing and ability to complete the contract.

Request for Proposal (RFP)—the document that communicates to potential FSMCs the requirements of the SFA. The RFP must be submitted in its entirety and will become the final contract. No substitute contract will be accepted.

Right of Non-Commitment or Rejection—this solicitation does not commit the SFA to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The SFA reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the district or SFA to do so.

SBP—School Breakfast Program

Servicewares—items utilized in the service of food, including but not limited to such things as chinaware, glassware, and silverware.

School Food Authority (SFA) - the political subdivision or non-profit legal entity that operates the non-profit child nutrition program, as specified in the Program Agreement with the South Carolina Department of Education (SCDE) and complies with federal and state laws, regulations, and policies contained in the National School Lunch program (NSLP), the School Breakfast Program (SBP), the After School Snack Program (ASSP), the Seamless Summer Option (SSO), the Summer Food Service Program (SFSP), and the Fresh Fruit and Vegetable Program (FFVP).

Signature Authority—the SFA shall retain signature authority on the child nutrition Program Agreement, Free and Reduced-Price Policy Statement and all claims made for reimbursement.

Simplified Acquisition Threshold – means the dollar amount below which a non-federal entity may purchase property or services using small purchase methods. Non-federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the Simplified Acquisition Threshold. The Simplified Acquisition Threshold is set by the Federal Acquisition Regulation at 48 CFR subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. Currently, the Simplified Acquisition Threshold is \$250,000, but this threshold is periodically adjusted for inflation.

Specifications—are written descriptions of what the purchaser requires and, consequently what a respondent **must** offer to be considered eligible for an award.

Special Food Service Functions—requested by the SFA shall be provided at a firm price mutually agreeable to the FSMC and SFA. The FSMC and the SFA shall agree as to what portion of this cost is to be reimbursed to the FSMC and what portion will be paid directly by the SFA. All cost related to special food service functions shall be clearly identifiable on the monthly billing and shall not be considered when determining the number of meal equivalents for which the FSMC will be paid a management fee or the performance of the FSMC as it relates to compliance with the meal equivalent cost guarantee. No USDA foods can be used for such functions. In addition, no food, labor, and supplies appropriated for the child nutrition program can be used for these functions.

State Agency (SA)—the South Carolina Department of Education. SCDE is the state-level administrator for the National School Lunch Program (NSLP) and its related initiatives, as well as the Summer Food Service Program (SFSP).

Term—one year with four one-year renewal options. A partial school year will be considered one of the four one-year renewal options.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards—2 CFR 200, the official federal regulations governing the procurement activities of state and local grantees of federal funds. Includes local food service operators receiving federal funds issued by the USDA.

USDA—the United States Department of Agriculture.

USDA Foods (Commodities) – means foods purchased by the United States Department of Agriculture and donated to schools for use in child nutrition programs.

USDA Rebates—refers to items produced on "Processing Contracts" from USDA donated foods. All rebates generated from the processing of the SFA's USDA foods are required to accrue to the SFA's non-profit school food service account.

Vendor—a merchandiser of complete meals, meal components, or raw materials.

SECTION TWO – General Information

A. Intent

This Request for Proposal (RFP) is for the purpose of obtaining proposals and ultimately entering into a contract to provide FSMC services for the _ Global Academy of South Carolina nonprofit school food service program, hereinafter referred to as the SFA. Schools listed in Appendix A are equipped as on-site_ (insert on-site or other) preparation facilities. *The food service employees listed in Appendix C are employees of the SFA and shall be given the opportunity to remain SFA employees. However, all new employees hired after the signing of the contract will be employees of the FSMC.*

The offeror or Food Service Management Company (FSMC) will be referred to as the FSMC, and the Contract will be between the FSMC and the SFA. The FSMC shall offer assurances that all operations addressed in the RFP will be conducted in a manner that is consistent with the goals of the SFA’s Child Nutrition Program, which is to provide nutritionally balanced meals of high quality to students at an economical price in an attractive, appealing, and friendly environment.

B. Procurement Method

A competitive proposals process will be utilized to procure FSMC services. **All procurement transactions shall be conducted in a manner that provides maximum, open, and free competition consistent with federal regulations as defined in 2 CFR 200 and 400.**

The SFA acknowledges its responsibility to ensure that all terms and conditions of the RFP conform to its local procurement code, as well as the South Carolina Consolidated Procurement Code (South Carolina Code of Laws, Title 11, Section 35, South Carolina Code of Regulations R.19-445, and the Procurement Compendium (currently Version 2.0.2 (June 2017)) as applicable. **Any changes to the RFP template shall be documented as a separate addendum or amendment. These changes shall be reviewed and approved by the South Carolina Department of Education (SCDE) prior to the issuance of any RFP.**

C. Pre-Proposal Conference and/or Site Visit

1. A mandatory virtual (mandatory or non-mandatory, SFA to insert one) meeting with interested FSMC will be at:

4:00pm Eastern Time (ET) on 3/07/2024 (month/day/year)

The link will be emailed the day before the virtual meeting.

The purpose for the meeting will be to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials. During the pre-proposal meeting, information and materials pertaining to the child nutrition program’s operation may be distributed to each offer represented.

FSMCs will have the opportunity to ask questions and clarify any information contained in the RFP. Any questions not addressed at the pre-proposal meeting must be submitted in writing to the SFA by the deadline specified here-in.

Written Inquiries

All communications and inquires shall be directed to:

Contact Person's Name (<i>First & Last</i>): Liliana Komisarenko and Nataliya Panasiuk	Contact Person's Title: Food Service Director		
Address: 9768 Warren H Abernathy Hwy	City: Spartanburg,	State: SC	Zip Code: 29301
Email Address: npanasiuk@gacademysc.com lkomisarenko@gocacademy.com	Phone Number (<i>Area Code/No.</i>): (916) 619-9168 and Nataliya Panasiuk (904) 742-2599 Liliana Komisarenko		

Written responses to questions received will be distributed by e-mail and/or first-class mail to all FSMCs that attend the pre-proposal meeting and will be referred to as Appendix O.

D. Proposal Submission and Award

1. Proposal submission deadline: 2:00pm Eastern Time (ET) on 04/1/2024 (month/day/year).
2. Proposals to be submitted to this address:

Name of Agency and Procurement Officer: Global Academy of South Carolina Nataliya Panasiuk	
Physical address: 9768 Warren H Abernathy Hwy Spartanburg, SC 29301	Mailing Address: Same as Physical address

(Name and address of Procurement Officer who will receive proposals inserted above).

3. **7 (number) of hard copies of the offer are to be delivered in a sealed container marked "Food Service CPS Offer". In addition, two (2) complete electronic copies of the proposal are to be submitted on USB drives.** Faxed and/or e-mailed copies will **not** be accepted. Each proposal must include all required responses and documents at the time of public acceptance stated here-in. To be considered, each offeror must submit a complete response to this solicitation using the required format and forms provided. All proposals must convey **all** of the information requested in order to be considered responsive. Any time prior to the proposal opening, the FSMC may withdraw a submitted proposal by submitting a request in writing. The SFA reserves the right to reject any or all proposals and to cancel this solicitation if deemed to be in the best interest of the SFA. The SFA reserves the right to reissue the RFP.
4. The award shall be made to the highest-ranked, qualified, and responsible offeror whose proposal is most responsive to this solicitation. A responsible offeror is FSMC whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation and whose responses best meet the criteria contained throughout the RFP. Price will be the highest weighted factor. An Evaluation Committee, appointed by the SFA, will review, and evaluate all written proposals based on pre-established criteria. Qualified offerors **will not (will/will not)** be invited to give a formal presentation to the Evaluation Committee. In the event of said presentation, all qualified offerors will be

afforded the opportunity to give formal presentations. The Evaluation Committee will make a written, objective evaluation and recommendation to the SFA's Chief Procurement Officer.

5. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals and to seek clarification on any items contained in the RFP; failure to do so will be at the offeror's own risk, and he or she cannot secure relief on the plea of error. The offeror has responsibility for all cost incurred prior to the signing of a contract by all parties. **Paying the FSMC from Child Nutrition funds is prohibited until the contract is signed AND approved by SCDE.**

E. Amendments

If necessary, an Amendment(s) will be issued prior to the proposal submittal date and in time for the purposes of modifying or interpreting the proposal instruction and/or specifications through additions, deletions, clarifications, or corrections. Any amendment(s) issued by the SFA shall become a formal part of this RFP.

Any Amendment(s) will be forwarded to all potential offerors who are known by the SFA to have received a completed copy of the RFP. No amendment(s) will be issued later than five (5) calendar days prior to the proposal submittal date except to (a) withdraw the RFP, or (b) postpone the proposal submittal date and time. The SFA will not be legally bound by any amendment or interpretations that are not in writing and approved by all parties.

Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment(s) with their proposal. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

F. Late Proposals

Any proposal received after the date and time specified herein will **not** be considered.

G. Final Discussions and Negotiations

The SFA reserves the right to conduct final discussions and/or negotiations with the FSMC recommended by the Evaluation Committee prior to awarding the contract. The purpose of these discussions shall be to clarify and assure full understanding of any issue contained in the proposal. The SFA shall conduct an evaluation of all Offers for accuracy, completeness, and conformity to the specifications contained in the Solicitation. The SFA shall certify the results of the proposal evaluation process prior to the issuance of any award. By submission of a proposal, the offeror agrees that during the period following issuance of an Offer and prior to notification of intent and/or award of contract, offeror shall not discuss this procurement with any party except the SFA or other parties designated in this Solicitation.

The SFA reserves the right, at any time after the proposal opening and prior to an award, to request from any offeror clarification of processes or procedures, address technical questions, or to seek other information regarding the offer. Discussions are possible only if the Offer is apparently responsive. This process may also be used to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of the offeror. Any discussions shall be documented in writing and shall be included with the Offer. In conducting these discussions, there shall be no disclosure of any information derived from proposals by competing FSMCs.

H. Final Contract

The submitted RFP, including all attachments and all documents submitted by the offeror, will become the official contract when approved, awarded, and signed.

I. Procurement Code of Conduct

The SFA acknowledges their responsibility under USDA guidelines to establish and enforce an SFA written policy to address the conduct of SFA employees regarding SFA procurement transactions. This code of conduct, at a minimum, must prohibit SFA employees from soliciting gifts, travel packages, and other incentives from prospective offerors and/or contractors. In addition, the code of conduct must prohibit an SFA employee from participating in the selection, award, and administration of any contract to which an entity or certain persons connected to them have financial interest. The code of conduct must also provide for the SFA to set standards when financial interest is defined as not substantial, or a gift is an unsolicited item of nominal value and may be acceptable. Additionally, the SFA code of conduct must provide for disciplinary actions to be applied in the event the code of conduct standards is violated.

Pursuant to the South Carolina Code of Laws, Section 8-13-700 et seq., a public official, public member, or public employee may not have an economic interest in a contract with the state or its political subdivisions if the public official, public member, or public employee is authorized to perform an official function (including writing or preparing the contract, accepting proposals, and awarding of the contracts) relating to a contract.

Any employee or official of the SFA, elective or appointive, who shall take, receive, or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, to, or from any person, partnership, firm or corporation, offering, proposing, or in open market seeking to make sales to the SFA shall be subject to punishment or a fine in accord with state and/or federal laws.

The FSMC's employees must adhere to the SFA's Code of Conduct. Failure to follow the SFA's Code of Conduct may result in disqualification of offeror's proposal and/or legal action.

J. Approval of Publicity Releases

The FSMC shall not have the right to include the SFA's name in its published list of customers, without prior approval of the SFA. Such restriction shall not prohibit either party from disclosing the existence of the relationship. The FSMC agrees not to publish or cite in any form any comments or quotes from SFA staff. FSMC further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the SFA.

SECTION THREE – Specific Requirements

- A. The contract awarded as a result of this RFP shall be effective for one year for the school year beginning July 1, 2024, and ending June 30, 2025. Upon mutual agreement of the SFA and the FSMC, the contract may be renewed annually for up to four additional one-year periods.
- B. The FSMC shall provide the following services:
1. The preparation and service of food to students, SFA employees, and guests of the SFA in accordance with the menu and meal pattern specifications described in this RFP.
 2. The collection of daily cash sales shall be in accord with the cash collection procedures of the SFA as described in the SCDE-approved Free/Reduced-Price Meal Policy.
 3. The daily collecting and counting of all meals served by category in accord with the SCDE-approved Free/Reduced-Price Meal Policy.
 4. The deposit of daily cash collections in a SFA bank account restricted for use by the SFA's nonprofit food service account.
 5. Modification of the approved counting mechanism (i.e. Point of Sale System (POS)) as a result of a change in student free or reduced eligibility status. The modification must be implemented a minimum of one day from the receipt of notice of change from the SFA's designated determining official. An increase in eligibility status must be made within three operating days. A decrease in eligibility must be made within ten operating days. The SFA retains responsibility for ensuring, (to include routine monitoring), that the benefits issuance document used at the school level is accurate.
 6. The maintenance of the daily meal count report and documents to support the SFA's claim for reimbursement.
 7. The monthly consolidation of school meal counts shall be prepared and certified to the SFA not later than three working days after the last service day of each month.
 8. Replacement of all food lost due to refrigeration malfunction at no cost to the SFA, to the extent such loss was a result of FSMC's negligence. Daily temperature records must be maintained in all schools on all refrigerated equipment, including holidays.
 9. Provision of a monthly listing by schools of the ending inventory for purchased food, supplies, and USDA foods. Also a listing by schools of the total value received of USDA foods.
 10. Provision of a monthly listing by schools that have breakfast as a percentage of the total labor, food, supplies, and USDA foods used in the breakfast program.
 11. Maintenance of high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment and kitchen floors) and for the routine cleaning of cafeteria tables and chairs. The washing of dishes, trays, flatware, pots, pans, utensils, the cleaning and sanitation of food equipment, counters, serving lines, routine cleaning, light fixtures, window coverings, in the kitchen and storage areas used by the FSMC, including the cleaning of floors and walls in these areas, and possibly the wiping of tables and chairs in the dining areas between serving periods or as needed (reference Attachment M). FSMC must comply with all state and federal regulations involving food safety and sanitations.

12. Placement of all garbage and trash in appropriate containers in the area designated by the SFA for later removal.
 13. Training and implementation of the SCDE-required Food Safety Plan–Hazard Analysis & Critical Control Points (HACCP).
 14. Implementation of the SCDE-required production record form for documenting meal preparation.
- C. The FSMC will be paid on a per meal rate (the per meal rate must include any management fees, if applicable).

The value of USDA foods received must be itemized and credited in the monthly billing to the SFA to document savings resulting from USDA food usage. **(No value or benefit of USDA foods shall accrue in any manner to the FSMC).**

All program expenses not otherwise defined in the contract will be covered by the FSMC in the Firm Fixed Price.

The same travel, lodging, and expense reimbursement regulations, as applied to SFA personnel, shall apply to FSMC personnel.

The following must be included in the Firm Fixed Price and may not be charged to any other expenses.

1. Personnel and Labor Relations and Services Visitation;
2. Legal Department Services;
3. Purchasing and Quality Control;
4. Technical Research;
5. Cost incurred in Hiring and Relocating FSMC Management personnel;
6. Dietetic Services (Administrative and Nutritional);
7. Recipe Development, Modification and the Use of Test Kitchens;
8. Accounting and Accounting Procedures;
9. Tax Administration;
10. Technical Supervision;
11. Regional/Supervisory Personnel and Inspections or Audit Personnel;
12. Teaching and Training Programs;
13. General Regional Support;
14. General National Headquarters Support;
15. Design Services;
16. Menu Development;
17. Information Technology and Support;
18. Payroll Documentation and Administrative Cost;
19. Personnel Advice;
20. Any and All Travel Related to All of the above items;
21. Food and beverages;
22. Salaries of on-site personnel employed by the FSMC;
23. Reimburse salaries of personnel who remain school district employees;
24. Fringe benefits of on-site personnel employed by the FSMC;
25. Reimburse fringe benefits of personnel who remain school district employees;
26. Delivery and storage fees (paid to state-contracted firm for USDA donated foods).
27. Public liability insurance as specified in Section N. Insurance on page 37 (insert reference);
28. Fire and theft insurance for FSMC, FSMC employees, and agent's personal property;
29. Applicable taxes and fees except as noted in this agreement;
30. Special occasion and seasonal decorations for the dining and food service area;

31. Promotional materials for use in increasing student satisfaction and participation;
32. Value of USDA donated foods to be provided by SFA for use of the FSMC **(to be credited monthly to the SFA)**;
33. Management or administrative fees charged by the FSMC;
34. Indirect cost. The total indirect cost paid to the general fund from School Food Service Funds;
35. Maintenance of applicable health certifications and assurance that all state and local regulations are being met by a FSMC preparing or serving meals at a SFA's facilities;

E. Menu System for Reimbursable School Breakfast: The FSMC and SFA will make all reasonable efforts to encourage participation in the School Breakfast Program (SBP) as defined in this RFP. If mutually agreed to, the SFA reserves the right to include additional breakfast delivery methods if such changes enhance participation and do not represent a material change to this contract.

Each school day, the FSMC shall make readily available to all students throughout the serving periods, designated by the SFA, the following which conforms to current regulatory requirements stated in 7 CFR Parts 210 and 220 and also required in the Richard B. Russell National School Lunch Act (NSLA) in Section 9(a)(4), 42 USC 1758(a)(4) and Section 201 of the Healthy, Hunger-Free Kids Act of 2010 amended Section 4(b) of the NSLA, 42 USC 1753(b):

Approved meals shall be offered as defined by the following:

1. The quantities of food served shall be in accord with the current federal meal pattern requirements for the specific age groups as found in 7 CFR Part 220.
2. A choice of two fruits or vegetables or full-strength juices to equal a minimum of ½ cup per day must be offered each day for K–12. (Note: One cup of fruit with vegetable substitutions will be required as of SY 2014–15.)
3. A choice of two grains or meat/meat alternate shall be offered daily to meet the daily minimum and weekly requirements. For grades K-12, at least 80% of the weekly grains offered must be whole grain-rich, and any remaining grains offered must be enriched.
4. Weekly nutritional analysis must be provided by the FSMC to document that all meals are planned and served to meet USDA requirements. The nutritional analysis must be completed for the duration of the contract. The nutritional analysis must be based on weighted averages planned.
5. For the breakfast priced as a unit to be claimed for reimbursement, schools must offer 3 food components that consist of a minimum of 4 of the following food items. Students are allowed to decline one food item but must select at least ½ cup of the fruit or vegetable component. One cup of fruit must be offered. Students must select the other food components in the quantities planned.
6. In order to offer à-la-carte food service, all eligible students must be offered free, reduced-price, and full-price reimbursable meals. Students may select additional servings of the food offered and pay for them at à la carte (Supplemental Sales) price schedule established by the SFA. À la carte items will comply with applicable federal and state regulations.
6. Menus planned and served must be planned to meet student preferences as determined by student surveys and/or an advisory board. Menus planned for students other than those living in this geographic region are not acceptable.

- F. Menu System for Reimbursable School Lunch:** The FSMC and SFA will make all reasonable efforts to encourage participation in the National School Lunch Program. If mutually agreed to, the SFA reserves the right to include additional Lunch delivery methods if such changes enhance participation and do not represent a material change to this contract.

Each operating day, the FSMC shall make readily available to all students throughout the serving periods (designated by the SFA) the following which conforms to current regulatory requirements in 7 CFR Parts 210 and 220, the Richard B. Russell National School Lunch Act (NSLA) in Section 9(a)(4), 42 USC 1758(a)(4) and Section 201 of the Healthy Hunger-Free Kids Act of 2010 amended Section 4(b) of the NSLA, 42 USC 1753(b). In addition, lunches served in schools with a Kindergarten population will also conform to the requirements of the South Carolina Student Health and Fitness Act (R.43-168).

Approved meals shall be offered as defined by the following:

1. The quantities of food served shall be in accord with the current federal meal pattern requirements for the specific age groups as found in 7 CFR Part 210.
2. A choice of at least 4 fruit or vegetables (may select up to 4 to equal lunch requirement for fruit and/or vegetable) to equal 1 cup of vegetables plus 1 cup of fruit per day.
3. Weekly nutritional analysis must be provided by the FSMC to document that all meals are planned and served to meet USDA requirements. The nutritional analysis must be completed for the duration of the contract and must meet target nutrient levels before meals are served. The nutritional analysis must be based on weighted averages.
4. Menus planned and served must be planned to meet student preferences as determined by student surveys and/or advisory board. Menus planned for students other than from this geographic area are not acceptable.

- G. Meal System for Reimbursable After-School Snack Program.** Daily, the FSMC shall make readily available to all students participating in the after-school snack program the following:

- A minimum of two items must be offered from the following four food components. Any combination of two of four items listed is acceptable with the exception of milk served with juice.
- An after-school snack which consists of:
 - a choice of 1 cup (8 fluid ounces) of flavored or unflavored fat-free milk or 1 percent low-fat flavored or unflavored milk;
 - a choice of one meat or meat alternate (1 ounce);
 - a choice of a fruit, or vegetable, or full strength juice (3/4 cup); and/or
 - a choice of 1 serving enriched grains/breads (1 ounce or equivalent).

H. Other Meal Pattern Requirements.

1. The quantities of food served shall be in accord with the federal meal pattern requirements for the specific age groups as found in 7 CFR Parts 210 and 220.
2. Detailed product identifications and the most current USDA Food Buying Guide shall be the basis for determining the quality and adequacy of yield.
3. All breaded meat/meat alternate products served shall meet meal pattern requirements as served and have a CN Label in order to protect the SFA against audits or over claims.

4. Written product identifications will be provided for all food purchased without CN Label to insure quantity and quality.
5. The FSMC shall supply special diets to any students as required for medical reasons when prescribed and approved in writing by a medical doctor for disabled students or by a recognized medical authority for non-disabled students. FSMC shall make substitutions in the food components of the meal pattern for disabled students whose handicap restricts their diet and those non-handicapped students who are unable to consume reimbursable meals under normal circumstances. A record of special diets planned and served because of medical or other special dietary needs must be maintained on a daily basis. FSMC substitutions shall be made on a case-by-case basis only when supported by a statement of need that includes recommended alternate foods, unless otherwise exempted.
6. Should reimbursement for a meal be denied, or a claim for loss of USDA foods is established against the SFA as a result of an audit, review, or for any other reason due to FSMC's negligence or non-compliance with federal or state requirements, the amount of the denied reimbursement (food loss, over-claim, or questioned cost) shall be subtracted from the funds due the FSMC. In the event the reimbursement is denied after the termination of the contract, the FSMC shall refund the amount of the denied reimbursement to the SFA. The FSMC will not be responsible for an over-claim due to the SFA's incorrect determination and/or classification of free and reduced-price meal eligibility.
7. The SFA should describe in written detail all arrangements related to à la carte or any extra food sales. The SFA will determine the items to be sold and the pricing of such items during the school day, if any, as special sales prior to the beginning of the contract. A written list of items will be provided by the SFA.
8. Should the SFA require food service for special functions (see definition), such as banquets, etc., a firm price per meal shall be negotiated and confirmed in writing with the SFA official requesting the service.
9. The planned 21-day menu cycle provided by the SFA as shown in Appendix E shall be served for the first 21 days of the contract without change. Any and all changes after the first 21 days shall be submitted in writing, along with a nutritional analysis documenting that the menus meet state and federal requirements, for approval from the SFA. All SFA-approved changes must be forwarded to SCDE for review within 30 days of the approved change. All alternate menus or menu items must be approved in writing two weeks prior to serving. FSMC must plan and provide written documentation to SFA for review that all menus are reimbursable, including all promotional specialty menus planned. FSMC must document that recommendations made by individual school advisory councils are used in menu planning.
10. The FSMC shall cooperate with the SFA in promoting nutrition education as a component of the SFA's child nutrition program.
11. The FSMC shall serve free and reduced-price meals to those children approved by the SFA and shall protect the anonymity of such children.
12. The FSMC may petition the SFA for an increase in the per meal charge annually at the time of contract renewal. The amount of increase granted shall not exceed the **"Food Away From Home"** series of the **Consumer Price Index (CPI)**. The percentage of increase or decrease for each contract period is determined from the **CPI from March to March** (published in April). Before price increases can be implemented, the FSMC must document, through cost or price analysis, the need for such price increase. The SFA must forward all documentation to SCDE for review and approval. **No price increase may be implemented under this provision without prior approval of SCDE.**
13. All contract revisions after signing shall be provided (in writing) to the SCDE by the SFA. **Additions or changes that change or negate the mandatory portions of the contract as written will automatically invalidate the contract.** Reference Termination Section number P. Term and Termination. Paragraph

10-13 (insert number) of this document for remedy provisions.

14. The SFA will assign an employee of the SFA to monitor program and contract compliance.

15. Pursuant to USDA regulations, **the following responsibilities shall be retained (and cannot be delegated) by the SFA:**

- a. Signature authority on the Program Agreement and related renewal documentation, including the SFA's free and reduced-price policy statement, as contained in 7 CFR 210.16(a)(2).
- b. Signature authority on the monthly Claim for Reimbursement, as contained in 7 CFR 210.16(a)(5).
- c. Development, distribution, and collection of the parent letter and application for free and reduced-price meal benefits.
- d. Determination of eligibility for free and reduced-price meals and the conduct of any hearings related to such determinations, as contained in 7 CFR 245.
- e. Verification of applications for free and reduced-price meals.
- f. Control of the nonprofit school food service account and overall financial responsibility for the child nutrition program as set forth in 7 CFR 210.14 and the limitations on any competitive school food service as set forth in 7 CFR 210.11 and 7 CFR 210.19(a)(1).
- g. Determination of all program and non-program meal prices.
- h. Title to USDA Foods.
- i. Development of the 21-day cycle menu and product specifications for the RFP, as well as changes to the 21-day cycle menu after the first 21 days of meal service.
- j. Implement internal controls for monitoring student meal counting and claiming processes, as required under 7 CFR 210.8(a).
- k. Establishment and maintenance of an advisory board composed of parents, teachers, and students to assist in menu planning.
- l. Assurance that the maximum amount of USDA foods are received and utilized by the FSMC and accrue only to the benefit of the SFA's nonprofit school food service program, as required in 7 CFR 210.16(a)(6)e.
- m. Control of the quality of food and the general nature of the child nutrition program, as required by 7 CFR 210.16(a)(4).
- n. Responsibility for all child nutrition program contractual agreements,

Including (including **or** excluding, insert one) USDA Food Processing Agreement(s).
- o. Ensuring resolution of program reviews and audit findings.

- p. Conduct required annual on-site and SFA-level reviews of FSMC operations.
 - q. Physically inputting claims and financial information into the South Carolina Automated Payment System (SCAPS) or other electronic reporting process, as designated by SCDE.
 - r. Responsibility for cleaning of all ducts and hoods above the filter line as needed. Detachable filters will be cleaned weekly or as needed.
 - s. Pest control services in the cafeteria and kitchen areas, as specified in the SCDE Food Safety/HACCP Plan.
 - t. Office facilities to include the location of office, equipment, furniture, and any miscellaneous supplies.
 - u. Fees for Retail Food Service Establishment Permits issued by the South Carolina Department of Health and Environmental Control.
 - v. Responsible for cleaning grease traps.
16. Any silence, absence, inconsistency, or omission from contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of quality that would normally be specified by the SFA are to be used.
17. Revenue can be used only for the SFA's nonprofit child nutrition program and cannot accrue to the FSMC. All revenue and expenses which are charged to an SFA must flow through the SFA's chart of accounts. FSMC expenses which are not billed to the SFA cannot be recorded as expenses to the food service account.
18. In the event of a conflict between or among any of the terms of the RFP/contract documents, such conflicts shall be resolved by referring to the documents in the following order of priority: (1) the RFP issued by the SFA and (2) the response submitted by the offeror.
19. The FSMC shall demonstrate to the satisfaction of the SFA that appropriate labor cost segmentation is being practiced to prevent duplicate billing of labor that may be used in special events outside of the scope of services covered by this fixed priced agreement.

I. Specific Data and Requirements

- 1. For the 2023-2024 (insert school year) school year, delivery and storage fees (paid to state-contracted from for USDA Foods) were \$0.00 (insert dollar amount);
- 2. Special occasion and seasonal decorations for the dining and food service area (to be provided by FSMC a minimum of 0.00 (insert number) times yearly;
- 3. Promotional materials for use in increasing student satisfaction and participation (to be provided by FSMC a minimum of 0.00 (insert number) times yearly;
- 4. Indirect cost. The total indirect cost paid to the general fund from school food service funds. For the 2023-2024 (insert school year) school year this expense was \$0.00 (insert dollar amount);
- 5. Efforts to promote nutrition education with classroom instruction must be documented by the FSMC 1 (SFA to insert number) times per month.

SECTION FOUR – Terms and Conditions

A. Scope and Purpose

1. The duration of the contract shall be for a period of up to one year, beginning on July 1, 2024, and ending on June 30, 2025, with a maximum of four (4) one-year renewals contingent upon mutual agreement between the SFA and FSMC.
2. The FSMC shall manage the SFA’s food service program for the benefit of the SFA’s students, faculty, staff, and guests. The FSMC shall provide food service in accordance with: all federal regulations found in 2 CFR Parts 200 and 400 and 7 CFR Parts 210, 220, 245, and 250; guidance, instructions, and policy memorandum issued by the United States Department of Agriculture, Food and Nutrition Service; United States Office of Management and Budget Circulars for Federal Grants; State Board of Education Regulations R.43-168 and R.43-169; and policies of the SCDE. The SFA, SCDE, and USDA shall have unlimited access, with or without notice to the FSMC, to all premises used by the FSMC.
3. The FSMC shall provide breakfast, lunch, and after-school snacks as specified in Appendix A for approximately 180 (insert number of days) serving days. The FSMC may also be asked to provide lunch, breakfast and/or snacks if the SFA participates in the SFSP or the SSO and certain catering services.
4. The SFA may add or remove sites and/or meal periods for existing programs from Appendix A at any time during the period of the contract unless the addition or removal of sites and/or meal periods creates a material change to the contract.
5. The SFA reserves the right to maintain present food and beverage vending machines in its facilities.
6. The SFA shall be legally responsible for the SFA’s nonprofit school food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations described in Paragraph A (2). The SFA shall conduct regular performance, accountability, and other reviews as required by state and federal regulations and guidelines, as well as periodic on-site visits to include inspection of meals, food preparation, storage and service areas, and sanitation and safety practices. Such reviews shall be documented by the SFA and maintained on file for inspection by SCDE.
7. The FSMC, as an independent contractor, shall have exclusive right to provide food services for the schools designated by the SFA in this RFP (Appendix A) for the following programs: National School Lunch Program, SBP, After School Snack Program, SSO, Summer Food Service Program, and FFVP, as applicable. If participating in SFSP, applicable bonding requirements must be adhered to (Reference 7 CFR 225.15(m)).

8. The FSMC shall be an independent contractor and not an employee of the SFA. Employees of the FSMC are not employees of the SFA.
9. 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, à la carte sales, contract meals, proceeds from the sale of food service equipment, interest payments, and other sources related to the child nutrition program shall be deposited in the SFA's nonprofit school food service account. **Any profit or guaranteed return shall remain in the SFA's Nonprofit School Food Service Account.** 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 as required under 7 CFR 210.16(c) and 2 CFR 200.
10. The SFA shall retain control of the SFA's nonprofit school food service account and shall assume overall financial responsibility for the program.
11. Authorized representatives of the SFA, the SA, and USDA shall have the right to conduct unannounced, on-site reviews of the child nutrition program operation, including the inspection of all records and supporting documentation associated with the food service program.

B. Signature and Approval Authority

1. The SFA shall retain signature authority for the Program Agreement, free and reduced-price policy statement, and monthly claim for reimbursement.
2. The preparation of the annual application for federal/state funds and the agreement with the SCDE, for operation of the National School Lunch, Breakfast, After School Snack Programs, SSO, Summer Food Service Program, and FFVP shall be the responsibility of the SFA. The application and agreement for federal/state funds, as approved by the SCDE, shall become part of the contract.
3. The preparation of the application to receive USDA Foods shall be the responsibility of the SFA. The agreement signed between the SCDE and the SFA to receive USDA Foods shall become part of the contract.

C. Free and Reduced-Price Meal Policy

1. The preparation of the annual Free/Reduced-Price Meal Policy shall be the responsibility of the SFA and is not open for amendment by the FSMC. The SFA Free and Reduced-Price Meal Policy shall be made part of this contract.
2. Approval of Free/Reduced-Price Meal Applications shall be the responsibility of the SFA. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by USDA. The SFA shall be responsible for appointing a qualified hearings officer to conduct any hearings related to adverse actions regarding eligibility for free or reduced-price meals.
3. The FSMC shall implement an accurate point-of-service count using the counting system submitted by the SFA in its Program Agreement. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students.
4. The SFA shall monitor the FSMC through periodic on-site visits to ensure that the program is in conformance with all federal, state, and local regulations, laws, and procedures. In addition, the SFA

will 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.

D. USDA Foods

1. The record of purchased and USDA foods used shall be maintained in the format prescribed by the SCDE.
2. The FSMC must utilize the maximum amount of USDA foods to the benefit of the SFA's nonprofit food service program. The value of USDA foods will be deducted from the FSMC's monthly bill (or otherwise passed through to the SFAs nonprofit school food service account monthly). The FSMC must coordinate with the SFA to respond to USDA food orders on a timely basis, to take full advantage of the USDA foods offered including Trade Mitigation and Bonus Food offerings if any.
3. SFA shall retain title to USDA Foods.
4. The FSMC shall claim and give the SFA's nonprofit school food service account credit for any rebates, bonuses, promotions, and all other purchasing incentives received in the processing of USDA Foods if applicable.
5. Any USDA foods received by the SFA and made available to the FSMC shall be utilized solely for the purpose of providing benefits for the SFA's nonprofit child nutrition program and will not be used for any special functions (i.e. catering, etc.) conducted outside of the nonprofit school foods service activities. USDA foods are considered "received" when the foods arrive at the school kitchen in either raw form or in processed end products. The title to USDA foods must remain with the SFA. The SFA shall assure the maximum amount of USDA foods are received and utilized by the FSMC. The FSMC shall use USDA foods in the preparation of meals and other food served to students.
6. The FSMC shall manage the donated food to ensure they are used only for the SFA's child nutrition program. Funds are expended to purchase food to be used in the food service program, or those commercial substitutes of the same generic identity, of U.S. origin, and of equal or better quality are used in their place (with the exception that donated ground beef, ground pork, and all processed end products must be used without substitution). When commercial substitutes are used in place of donated foods, the FSMC may then use the donated foods without restriction.
7. The FSMC must credit the SFA for the value of all donated foods funds received for use in the child nutrition program in the school year, whether the donated foods are used in that year or not as required in 250.51(a). The value of the USDA foods is based on the value of the product at the point the SFA receives the USDA foods at each site and on USDA prices pertinent to that time period. USDA food received by the FSMC must be credited to the SFA no later than the month following the receipt of said foods.
8. The liability for the proper use of the USDA foods shall be the responsibility of the FSMC. The FSMC must meet the requirements that ensure safe storage of donated foods in 250.14(b). In accordance with 210.13(a), the SFA must ensure that food storage, preparation, and service comply with the sanitation and health standards established under state laws and regulations.

The FSMC may maintain separate storage, inventory, and control of USDA foods. Or, the FSMC may commingle donated foods with other foods purchased for the child nutrition program, in a single inventory management system in accordance with 250.52(b) and 250.59 (c). Since it is difficult to distinguish donated foods from other foods in a commingled inventory, the SFA must ensure the FSMC

has properly credited it for the value of all donated foods, irrespective of the actual use of the foods (250.51(a)).

The FSMC shall maintain accurate and complete records with respect to the receipt, use/disposition, storage and inventory of USDA foods or the purchases procured with funds from the CLOC amount allocated quarterly, as applicable. Failure by the FSMC to maintain records under the contract shall be considered factual evidence of improper distribution or loss of USDA foods. The SFA is responsible for obtaining restitution from the FSMC in connection with any claim for improper distribution, use or loss of, or damage to USDA foods as stipulated in 7 CFR 210.16.

9. In consultation with the FSMC, the SFA shall reserve the right to divert USDA-donated foods for processing to only those processors that have approved USDA and SCDE processing agreements for authorized end products that are included on a current Summary End Product Data Schedule (SEPDS). If an end product is normally available for purchase by the FSMC under the FSMC's regular competitive procurement process, no further procurement action is required. If an end product is not available for purchase by the FSMC under the FSMC's regular competitive procurement process, the end product shall be acquired by the FSMC through the use of a competitive procurement process. The SFA shall ultimately be responsible for compliance with all state and federal requirements.
10. In those situations where the SFA directly procures processed food from a processor, the processor/distributor must credit the SFA for the donated food value in those end products in accordance with processing requirements in Subpart C of Part 250. The SFA must ensure that the FSMC uses such end products in the child nutrition program in accordance with 250.51(d). However, the FSMC is not required to credit the SFA for the value of donated foods procured directly by the SFA.
11. The FSMC shall give the SFA, USDA, and SCDE access to the USDA foods storage areas for inspection. The FSMC shall have records available to substantiate that the full value of all USDA foods is used solely for the benefit of the SFA.
12. The SFA may not refund any credit to the FSMC for the value of any donated foods that remain unused when a contract terminates and is not extended or renewed. The FSMC must credit the SFA for the value of donated foods carried over from a previous contract if the value of such foods has not already accrued to the child nutrition program (i.e. if the value was not credited to the SFA by the previous FSMC). The "successor" FSMC must ensure use of such donated foods in the SFA's child nutrition program but will not have to credit the SFA for the value of such donated foods, as that value would have already accrued to the child nutrition program.
13. The recipient agency must ensure that the food service management company has credited it for the value of all donated foods received for use in the recipient agency's meal service in a school year or fiscal year, as applicable per 7 CFR 250.50(a). In addition, there must be an annual inventory reconciliation to include the last year of the agreement if it has been extended.
14. The value used to credit the SFA for such donated foods must be the value determined in accordance with 7 CFR 250.51(c). However, the FSMC is not required to credit the SFA for the value of such donated foods that are determined to be out-of-condition, and the SFA must ensure that such out-of-condition foods are not used in the child nutrition program.
15. When the contract terminates, and is not extended or renewed, the FSMC must return unused donated ground beef, ground pork, and processed end products and must return other unused donated foods to the SFA at the discretion of the SFA.

E. Child Nutrition Program Operations

1. The FSMC, as agent for the SFA, shall serve, on such days and at such times as requested by the SFA:
 - (a) Meals, priced as a unit, which meet the meal pattern requirements prescribed by federal and state guidelines. The SFA and FSMC will actively promote maximum participation in the National School Lunch and Breakfast Programs.
 - (b) Such other food as may be agreed upon by FSMC and SFA. In order to offer à la carte food service, all eligible children must be offered free, reduced-price, and full-price reimbursable meals. À la carte offerings will comply with applicable federal and state regulations.
2. For the first 21 days of meal service, FSMC shall adhere to the 21-day cycle menu provided in the RFP (Appendix E) and developed in accordance with the provisions of 210.10 or 210.10 (a). Thereafter, changes in the menu may be made with the approval of the SFA.
3. The FSMC shall make recommendations to the SFA regarding the child nutrition program and the prices to be charged for meals and other food; however, the SFA will retain control over the quality, extent, and general nature of its child nutrition program and shall have the right and responsibility to make the final decisions regarding such matters.
4. The FSMC shall cooperate with the SFA in promoting nutrition education in the school cafeteria and in the SFA's efforts to link nutrition education in the classroom with healthful foods, including fresh fruits and vegetables, offered in the school cafeteria. The FSMC shall promote nutrition education aspects of the SFAs child nutrition program and cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction and federal, state, and local programs. The FSMC shall further promote the nutritional aspects of the child nutrition program by the types of foods they serve as part of the program meals, as well as à la carte and vending sales.
5. The FSMC shall supply foods required for students for when special diets have been prescribed by a medical doctor or other recognized medical authority. The FSMC shall seek assistance from a registered dietitian to translate the diet prescription into actual foods to be available.
6. The FSMC shall cooperate with the SFA in the utilization of an advisory board composed of students, parents, teachers, other school personnel, and a FSMC representative to assist in planning meals and promoting participation. The FSMC shall meet with the advisory board at least quarterly and will document the proceedings and outcomes of the meetings.
7. The SFA may request the FSMC to provide additional food service; however, the SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage in conjunction with other school events. For any services provided by the FSMC outside of the normal scope of this agreement, the FSMC will follow all applicable rules and regulations and maintain adequate records to meet the requirements of said program(s).
8. Upon the SFA's request, the FSMC shall provide catered food service events at times and prices mutually agreed upon by the SFA and FSMC. Catered events will include any meal function that is not associated with the SFA's nonprofit child nutrition program such as banquets, luncheons, breakfasts, or other special meal functions. At the time the catered event is requested, a firm price per meal shall be confirmed in writing.
9. The FSMC shall not be reimbursed for any meals which are spoiled or unwholesome at the time of service, that do not meet the specifications developed by the SFA, or that do not otherwise meet the requirements of this contract provided, however, that no deduction shall be made unless the SFA shall

give the FSMC written notification within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which the SFA intends to deduct payment, and setting forth the reasons for the deductions. In addition, meals dropped by the students shall be replaced at no cost to the students.

10. The SFA must make potable water available to children in schools at no charge in all schools or places where reimbursable lunch meals are served during the meal service. In addition, water must be available in the afterschool snack program, and an effort should be made to provide drinking water during field trips with reimbursable bag lunches. However, availability of drinking water is not required at breakfast. The FSMC will include in their firm price the cost of cups, water pitchers, or other supplies purchased in schools where a water fountain or faucet is not practical or available.
11. Any operations of vending machines by the FSMC will be outside of this agreement unless otherwise specified as an addendum to this agreement.

F. Facilities, Equipment and Inventory

1. The SFA shall make available to the FSMC suitable food service facilities, completely equipped and ready to operate, together with such utilities as heat, fuel, refrigeration, and other utilities as may be reasonably required for the FSMC for the efficient performance of this contract. The FSMC agrees to utilize the SFA-owned equipment and facilities in good and proper manner and shall keep the same in a state of cleanliness to assure strict compliance with health regulations and food safety/HACCP plans.
2. In Section Five, Appendix M, "Cost Responsibility Detail Sheet," if SFA designates itself under Column II (SFA) as the responsible party for described item: "Equipment – Expendable" (e.g., trays, tableware, glassware, silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation), the SFA will replace expendable equipment and replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees selected by the FSMC. Otherwise, if Selected FSMC designated in Column I (Selected FSMC) with this responsibility, then the Selected FSMC shall maintain the inventory level as specified by the SFA.
3. All non-expendable equipment shall be purchased by the SFA. Records of equipment depreciation will be maintained and recorded in the appropriate reporting system. The SFA shall have full access to the food service facilities at all times. Principals or other SFA officials will inform the FSMC prior to use of the facilities during any serving periods. The FSMC shall not use SFA facilities or equipment for preparation of food to be served at any other function unless approved by the SFA.
4. The SFA shall furnish building maintenance services for the food service facilities and shall promptly make all equipment repairs and replacements and shall be responsible for compliance with all federal, state, and local safety and health laws and regulations with respect to the food service facilities. Repairs to expendable and non-expendable equipment or physical facilities due to the negligence of the FSMC, its employees, or its agents shall be the sole responsibility and expense of the FSMC.
5. The preparation of food off the SFA premises for service to students in the SFA shall be prohibited without prior approval in writing by the SFA. Should such approval be acquired, the FSMC shall have state and local environmental health inspection and certification for any facility outside the district in which it shall prepare meals for use in the SFA and shall maintain such health certification for the duration of this contract.
6. The SFA shall provide and maintain an adequate inventory of service wares, small expendable

equipment, and cash registers. All service wares and small expendable equipment and cash registers shall remain the property of the SFA.

7. All fixtures added by the FSMC during the term of the contract will become the property of the SFA. Fixtures for the purpose of this contract include goods that have become so related to the real estate that an interest in them arises under real estate law (examples include but are not limited to counters, islands, stove, ovens, sinks, or service stations which cannot be removed without damaging the floor).
8. The SFA shall retain the right to rent any SFA-owned food service facility to outside groups during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities are agreed upon by the FSMC and SFA, the SFA may require that a member(s) of the food service staff, designated by the on-site manager, be on the premises. The SFA budget will be reimbursed for related personnel costs associated with the rental. The FSMC shall not be liable for any injury and/or damage caused by an outside group during such use.
9. At the time of contract signing, the SFA and FSMC shall jointly inventory all equipment, USDA foods, food, and non-food related supplies to be utilized in the SFA's nonprofit child nutrition program (Appendix K). A summary of such inventory shall become part of the contract. The SFA represents and warrants that all SFA food and supplies inventories, including USDA foods, existing at the commencement of operations hereunder are usable and shall meet the FSMC's menu requirements. In addition, at the commencement of operations, the FSMC and SFA shall mutually agree on the usability of such existing inventory and shall make an appropriate adjustment, if necessary, to the value of such existing inventory with the exception of the USDA foods. It is understood that all usable food, supplies and USDA Foods on the SFA's premises are the property of the SFA and not on loan from the selected FSMC. The selected FSMC shall never remove any usable food, supplies, or USDA Foods from SFA premises, regardless of ownership, without prior authorization from SFA. Supplies include, but are not limited to the following: manuals of any kind, menus, small wares, equipment, office supplies of any kind, furniture, and records of any kind.
10. The following provisions will (will/will not, SFA select one) apply to Selected FSMC acquisition of equipment, marketing materials, or other supplies for the food service program:
 - a. The Selected FSMC will (will/will not, SFA select one) purchase equipment, marketing materials, or other supplies for the food service program in an amount not to exceed \$35,000 (SFA to insert dollar amount). The selected FSMC shall be subject to the same procurement requirements to which the SFA is subject in any procurement action. The Selected FSMC may not serve as a vendor or supplier when procuring on behalf of the SFA's food service. The SFA shall reimburse the Selected FSMC its actual costs, net of all discounts, rebates, and other applicable credits accruing to or received by the Selected FSMC or any assignee under the contract when the equipment, marketing materials, or other supplies were purchased, which shall be charged to the SFA as an operating expense of the food service program. Any such purchases shall be free of Selected FSMC logos; only manufacturer logos are acceptable. Ownership of the equipment, marketing materials, or other supplies will vest in the SFA upon full and final payment to the Selected FSMC. Upon such payment, the Selected FSMC shall deliver a bill of sale evidencing transfer of title of the equipment to SFA. Purchases made by the Selected FSMC that are part of and/or included in the fixed meal price are excluded from this subsection of the RFP, and as a result, such purchases may contain FSMC logos.
 - b. If the Awarded Contract expires or is terminated prior to the complete repayment of the equipment, the SFA shall, on the expiration date, or within five days after receipt by either party of any notice of terminations under the awarded contract (*SFA shall select one of the following*).

Reimburse the Selected FSMC the unpaid portion of the equipment

OR

Deliver and return ownership of the equipment or other items to the Selected FSMC.

OR

Lease purchase the equipment of other items funded by the Selected FSMC and continue to pay the Selected FSMC a monthly payment in the amount invoiced when the equipment was purchased until the balance is repaid. In this event, the SFA's obligation under the Lease Purchase Agreement with the Selected FSMC shall be subject to the SFA's ratification of the rental agreement for each ensuing fiscal year.

G. Regulatory Compliance

1. The FSMC and SFA mutually agree to comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 USC 7401-7671q), the Federal Water Pollution Control Act, as amended (33 USC 1251-1387), Executive Order 117389, Section 6002 of the Solid Waste Disposal Act (42 USC 82) as further specified by 2 CFR 200.322, and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
2. The FSMC agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
3. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40. U.S.C. 327-330, as supplemented by 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 not less than 1½ times the base rate of pay for all hours worked in excess of 40 hours in any workweek.
4. The FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in United States Department of Labor regulations, 41 CFR Part 60.
5. USDA Regulation 7 CFR Part 16, Equal Opportunity for religious Organizations, implements executive branch policy, that within the framework of constitutional church-state guidelines, religiously affiliated (or "faith-base") organizations should be able to compete on an equal footing with other organizations for USDA assistance.
6. 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, 15(a), and 15(b); the Americans with Disabilities Act; and USDA FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".
7. The FSMC shall comply with the "Buy American" provision for contracts that involve the purchase of food as per 2 CFR 210.21(d) and 7 CFR Part 250. The Buy American provision requirements as stated in section 104(d) of the William F. Goodling Child Nutrition Authorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)),

requiring SFAs to purchase, to the maximum extent practicable, domestic commodities or products.

8. The FSMC shall comply with the provisions of the Consumer Product Safety Act.
9. The FSMC shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C.874) as supplemented by Department of Labor regulations (29 CFR Part 3).
10. The FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 286a-7) as supplemented by the Department of Labor regulations (29 CFR Part 5).
11. The FSMC shall complete and sign the *Certification of Independent Price Determination* form, *Certification Regarding Drug-free Workplace, Non-Collusion Affidavit*, and *Disclosure of Lobbying Activities* form and shall include these documents as part of the agreement. (See Attachments N and O.)
12. The FSMC shall abide by all applicable state and federal laws when providing services under this contract.
13. The FSMC shall comply with all federal, state, and local health and safety laws and regulations. The FSMC must utilize the existing SFA Food Safety Plan to include HACCP (Hazard Analysis Critical Control Point) or implement a food safety plan approved by the SFA.
14. In accordance with the requirements contained in 2 CFR 200.213 and 7 CFR 3017.300, the FSMC certifies, by submission of this proposal and subsequent contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

The FSMC shall notify SFA during the term of the contract and any subsequent renewal periods if the status changes for the FSMC. Pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the government Excluded Parties List Systems in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

15. Pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), contractors that apply or propose for an award of \$100,000 or more must file the required certification contained in Appendix O of the RFP. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
16. The FSMC agrees to comply with Program Regulations in accordance with 7 CFR 210, 215, 220, 225, 245, 250 and all FNS guidance.

H. Records and Record-keeping

1. The FSMC shall maintain such records as the SFA will need to support its claim for reimbursement of

the daily number of meals served by category. These meal counts must be reported daily. The FSMC will maintain all additional records and reports required under the National School Lunch Program, SBP, After School Snack Program, SSO, Summer Food Service Program, and the FFVP (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 within ten (10) days following the end of each month of operation.

2. The FSMC must retain revenue records broken down by source, type and category of meal or food service (à la carte sales, reduced-price, and full-price meals, snacks and vending machine sales, etc.) as required by the National School Lunch Program and its related initiatives. All such records shall be kept on file for three (3) years after the end of the school year to which they pertain. However, in the event of any unresolved audit findings, the records shall be retained beyond the three-year period for as long as required for resolution of the issues raised by the audit.
3. All records of the FSMC pertaining to the SFA's child nutrition program shall be made available to representatives of the SFA, the SCDE, USDA, the U.S. Comptroller General, of the U.S. General Accounting Office, upon request, at FSMC's offices during regular business hours. The FSMC shall not remove federally required records from SFA premises upon contract termination.
4. The SFA and FSMC must provide all documents as necessary for the independent auditor to conduct the SFAs single audit. The SFA will contract to have the single audit conducted as a regular, direct expense to the SFA.
5. The SFA and FSMC shall mutually agree upon a paper, scanner, and/or electronic storage protocol for all records that ensures accessibility and integrity of the contents. This protocol shall also specify ownership, as well as responsibilities for licensing fees and maintenance of any equipment, software, and/or supplies.

I. Personnel

1. The FSMC shall employ an on-site, full-time food service management professional and/or a staff of management and operational employees assigned to duty on the SFA premises for efficient management and operation of the SFA's food service program. Salary, benefit and tax allocations must be provided in the RFP. The SFA shall have final approval regarding the employment of the FSMC's site manager. The SFA shall furnish an office and any standard office equipment to support the child nutrition program.
2. All FSMC personnel will be subject to rules and regulations of the SFA while on the SFA's premises.
3. The SFA will plan to retain all employees currently on the SFA's payroll. As employees of the SFA leave employment or are reassigned, they may be replaced with employees of the FSMC. Employees of the SFA assigned to child nutrition program duties will be entitled to all salary and benefits applicable to SFA employees in their respective positions as determined by the SFA. Employees hired by the FSMC are subject to a \$15/hour minimum wage salary. In addition, all hiring decisions shall be made in consideration of USDA Professional Development Guidelines. The SFA shall employ sufficient staff to complete all non-delegable duties as an expense to the SFA's nonprofit child nutrition program budget.
4. The FSMC shall be responsible for supervising personnel, including SFA-employed supervisory and non-supervisory food service employees, provided, however, the SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, termination, promotion, discipline, levels of

compensation, and work duties. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, including the site manager. The FSMC shall also be responsible for the hiring and termination of non-supervisory staff that are employees of the FSMC.

5. The FSMC shall be responsible for training personnel, including SFA-employed supervisory and non-supervisory food service employees. All SFA and FSMC personnel assigned to the child nutrition program in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria use. Other appropriate training shall be provided to conduct the effective and efficient operations of each site's food service program, to include conformity with USDA Professional Development guidelines. The FSMC shall compensate employees for time spent in required in-service training and/or monthly meetings. A minimum of ten (10) hours of training must be provided and documented for all SFA employees on a yearly basis, unless a higher minimum is required by USDA Professional Development guidelines.
6. The SFA shall maintain accurate, timely, and detailed records of personnel and other payroll costs for employees assigned to the food service program and shall grant FSMC access, during regular business hours, to such books and records except as protected by state law.
7. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Act (40 USC 327-330), as supplemented by United States Department of Labor regulations (29 CFR, Part 5). In addition, the FSMC shall comply with all provisions of any other applicable federal, state, or local law or regulation with respect to its personnel providing services hereunder.
8. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by labor regulations (41 CFR Part 60). Neither the SFA nor the FSMC shall discriminate because of race, color, sex, age, national origin, or disability as defined and prohibited by applicable law in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning employees assigned to duty in the SFA's food service program.

The FSMC affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws. The FSMC shall retain present SFA employees without a reduction in salary, hours worked, or benefits.

9. The FSMC shall comply with provisions of the Fair Labor Standards Act, provisions of the Occupational Safety and Health Act, and the standards and regulations issued thereafter. The FSMC shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. The FSMC shall employ a substitute food service employee when an employee is absent to manage the flow of work and prevent violations of existing labor laws.
10. The FSMC shall provide workers' compensation coverage for its employees.
11. The SFA may request in writing the removal, transfer, or reassignment of an employee of the FSMC who conducts himself or herself in a manner that is detrimental to the physical, mental, or moral well-being of students or school personnel. The FSMC shall immediately restructure staff in order to avoid a disruption of service. The SFA and FSMC acknowledge that any action taken pursuant to this provision shall conform to applicable employment laws, rules, and regulations. The SFA shall not be liable for the personnel actions of the FSMC.
12. Both the SFA and the FSMC shall be solely responsible for all personnel actions and all claims arising out of injuries occurring on the job regarding employees on its respective payroll. Each party shall

withhold all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs and shall file all required documents and forms.

13. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the RFP. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.
14. The FSMC shall require all of its employees assigned to duty on the SFA's premises to submit to periodic health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to the SFA upon request. The cost of such examinations shall be a direct cost. The FSMC shall test its employees for drugs and alcohol in accordance with the SFA's Drug Free Workplace Policy. The FSMC will not place in any SFA-owned site any employee of the FSMC who has tested positive for controlled substances.
15. The FSMC must conduct criminal background checks on any employee of the FSMC who will work at any SFA site. The background checks must extend back at least 10 years. If the individuals have lived outside of South Carolina during the last 10 years, the criminal record checks shall be extended to include each county/state the person has lived in for the last 10 years. All criminal background checks must be provided to the SFA upon request. In determining whether to hire or place a FSMC employee in any SFA-owned site who has been convicted of, pled guilty or no contest to, or received a prayer for judgment continued for any felony or for any misdemeanor involving drugs, crimes of moral turpitude, or violent behavior of any kind, the FSMC, in mutual agreement with the SFA and in compliance with EEOC standards, shall take into account the nature of the circumstances surrounding any questionable incident, as well as the time passed since such incident occurred. Such incident may not be an absolute bar to employment.

J. Procurement

1. The FSMC shall be responsible for purchasing all food and related supplies, and they shall be used solely in the SFA's nonprofit child nutrition program. The specifications including grade, purchase unit, style, weight, ingredients, formulations, etc. shall conform to the Minimum Food Specifications found in Appendix H.
2. The FSMC must follow the procurement regulations as described in 2 CFR Part 200. The FSMC and SFA shall establish a written Procurement Plan that describes the child nutrition program's procedures for the acquisition of food, supplies, services, and equipment in accordance with federal, state, and local laws. The Procurement Plan must include a system that enables each school site to confirm that food, supplies, and services that are procured are identical to those received. The FSMC may not serve as the vendor unless the SFA's contract official approves an appropriate proposal process to be followed to assure free and open competition according to 2 CFR 200.
3. The FSMC shall not assign or subcontract in whole or in part its rights or obligations under any contract resulting from response to this RFP without prior written consent of the SFA. Any attempted assignment without said consent shall be void and of no effect. If the SFA chooses to participate in Summer Food Service Program (SFSP), the FSMC is prohibited from subcontracting are specified in 7 CFR 225.6(h)(2)(ii) and 7 CFR 226.21(c).
4. If the effective dates of any procurement contract that should be signed as a result of this RFP extend beyond the current state or federal fiscal year, the contract will be conditional upon the availability and receipt of federal, state, and/or local funds.

5. All procurement records and supporting documentation shall remain on the premises and shall be made available to representatives of the SFA, the SCDE, the State Attorney General, the USDA, and the U.S. Comptroller General of the U.S. General Accounting Office, upon request. In the event of termination of the contract prior to the expiration of the records retention period specified in this RFP, copies of the procurement records supporting documentation shall be provided to the SFA.

K. Accounting Practices, Revenues, and Receipts

1. All federal and state reimbursements and cash receipts shall be utilized solely in the SFA's nonprofit child nutrition program or for the improvement of such child nutrition program. All cash receipts shall be turned over to the SFA for deposit in the SFA's nonprofit food service account. The SFA represents and warrants that all financial and operating information provided by the SFA to the FSMC is true, complete, and correct and presents fairly and accurately all items of revenue and expense of the SFA's nonprofit child nutrition program managed by the FSMC.
2. All books and records relating to the child nutrition program operation shall be made available, as required by state and federal regulations, for inspection and audit by the SFA, state, or federal auditors.
3. In accordance with 7 CFR 250.51(a) and (b), the FSMC must credit the SFA for the value of all USDA-donated foods received for use in the SFA's meal service in the school year, or at least an annual basis, through invoice reductions, refunds, discounts, or other means in accordance with 7 CFR 250.51(b).
4. Within twenty (20) calendar days after the end of each accounting period, the FSMC will submit to the SFA an invoice for the SFA's financial obligation for such accounting period. All invoices for services shall be paid ten (10) calendar days after the receipt of a correct invoice. The invoices shall display over all services performed for the previous calendar month. Within thirty (30) calendar days following the end of the current year, the FSMC shall submit to the SFA an operating statement for the current year and shall pay to the SFA the amount, if any, due or shall submit an invoice to the SFA.
5. All invoices presented for payment that are not paid within thirty (30) calendar days of the date of the invoice shall be subject to a late fee with terms outlined in the contract. Any late fees or other penalties must be paid from the SFA's General Fund. Payment of late fees or other penalties from the SFA's nonprofit school food service account is not allowable.
6. The FSMC must have an audit performed by an independent audit firm engaged by the FSMC. The audit must report on the FSMC's control, structure, policies, and procedures. A copy of the current audit must be retained on file by the SFA. Failure of the FSMC to provide the required audit will result in non-renewal of the contract.

L. Guarantees

1. The FSMC guarantees revenues in excess of expenditures to the SFA (the "FSMC Guarantee") in the amount stated herein. The revenues in excess of expenditures shall be determined by the annual independent financial audit conducted by the audit firm contracted with by the SFA. In the event that the actual revenues in excess of expenditures as provided in this RFP and/or outlined in the Cost Responsibility Detail Sheet (Appendix M) (total revenue from all sources less Total Food Service Cost) is below the guaranteed amount, the FSMC shall pay to the SFA any shortfall within thirty (30) calendar days of the determination by the SFA of the amount of the shortfall. The amount of the FSMC Guarantee shall remain in the nonprofit SFS account.

2. In addition, if applicable, the FSMC will guarantee an annual surplus (the “FSMC Surplus Guarantee”) in the amount of \$0.00 (SFA to insert dollar amount or zero) in the Nonprofit School Food Service Account at the beginning of each school year (July 1) to provide for the SFA to replace non-expendable and expendable equipment. The amount of the FSMC Surplus Guarantee shall remain in the nonprofit SFS account. This Surplus Guarantee amount shall remain constant during each extended one-year contract period.
3. All expenditures as stated in this RFP and/or outlined in the Cost Responsibility Detail Sheet (Appendix M) will be considered a direct expense to the program budget and included in the revenues in excess of expenditures statement for purposes of determining guaranteed results.
4. All information relating to the SFA’s nonprofit SFS account, child nutrition program budget, revenues, expenses, and scope of operations included in this RFP is provided for FSMC planning purposes. The SFA and FSMC acknowledge that this information and related operational conditions are subject to change for future years based on enrollment, participation, the SFA’s financial condition, NSLP guidelines, and market conditions. The SFA and FSMC acknowledge that the FSMC Guarantee and the FSMC Surplus Guarantee are predicated on the accuracy and currency of the information contained herein. If there are any unforeseen changes in future operational conditions that result in a material change that adversely affects the performance of the contract, the SFA and FSMC shall negotiate a mutual agreement to adjust said items/amounts in accordance with the provisions contained in this agreement. If a mutual agreement cannot be reached, then either party may take action consistent with Section P (Term and Termination), Paragraph 7 of this agreement.

M. Licenses, Fees and Taxes

1. Unless otherwise specified herein, the FSMC shall obtain and post all federal, state, and local licenses, permits, and other documents required by federal, state, or local law to operate a nonprofit child nutrition program.
2. The FSMC shall be responsible for all sales, use, and excise taxes, as well as all other state and local taxes attributable to the SFA’s nonprofit child nutrition program. The cost of all such licenses, permits, and taxes shall be charged as direct costs to the SFA.

N. 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 in this contract provided by insurance companies authorized to do business in the State of South Carolina. The FSMC may utilize a combination of primary and excess coverages to meet minimum limits referenced herein. However, if excess coverage is used, the FSMC acknowledges its due diligence responsibility regarding the coordination of insurers and policies to ensure there are no limitations or exclusions in coverage.
2. The FSMC shall have in effect during all times under this contract, comprehensive general liability insurance, including products and completed operations liability, contractual liability, independent contractor’s liability, and personal injury coverage. Minimum coverage shall be \$1,000,000 per occurrence.
3. The FSMC agrees to provide automobile liability insurance covering all owned, hired, and non-owned vehicles used by the FSMC with the minimum coverage of \$1,000,000 combined single limit per accident.

4. The FSMC agrees to provide workers' compensation insurance as statutorily required by law, including employee liability coverage up to \$1,000,000.
5. 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 its employees.
6. The FSMC agrees to name the SFA as an additional insured on all insurance policies associated with services performed under the terms and conditions of the contract.
7. A Certificate of Insurance evidencing all coverage and specified amounts requested is required before work commences under the terms of this contract, as well as all subsequent contract renewals. All insurance policies required as a result of the terms of this contract shall provide for notice of material change or cancellation directly to the SFA in accordance with applicable policy provisions.

O. Proprietary Information

1. During the term of the contract, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including, but not limited to signage, operating or other manuals, recipes, menus and meal plans, and computer programs relative to or utilized in the FSMC's business or the business of any affiliate of the FSMC.
2. The SFA shall not disclose any of the FSMC's proprietary information or other confidential information, directly or indirectly, during or after the term of the contract. 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 contract.
3. The SFA agrees that all proprietary computer software programs, marketing and promotional literature, and materials used by the FSMC on the SFA's premises in connection with the food services provided by FSMC under this contract shall remain the property of FSMC notwithstanding the fact that the SFA may have received a charge for the use of such proprietary materials in connection with the SFA's child nutrition program.
4. Upon termination of the contract, all use of trademarks, service marks, and logos owned by the FSMC or licensed to the FSMC by third parties shall be discontinued by the SFA, and the SFA shall immediately return to the FSMC all proprietary materials.
5. The FSMC acknowledges that during the course of this contract, the FSMC shall have access to business systems, techniques, and methods of operation developed at the expense of the SFA and the FSMC acknowledges that the assets belong to the SFA. The FSMC agrees to keep such information confidential and shall not disclose such information directly or indirectly during or subsequent to the term of this contract.

P. Term and Termination

1. This contract between the FSMC and SFA shall remain in force for one (1) year unless terminated sooner as provided herein. Options for yearly renewals may not exceed four (4) additional years.
2. If either party shall fail or be unable to perform or observe any of the terms or conditions of this contract

for any reason other than excused performance reasons stated, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) calendar days from such notice the failure has not been corrected, the injured party may terminate the contract for cause, by giving sixty (60) calendar days written notice, or, in the case of the SFA, effect such other arrangements as the SFA deems desirable during the continuation of the FSMC's inability or failure to perform.

3. Neither the FSMC nor the SFA shall be responsible for any losses resulting from the failure to perform any terms or provisions of the contract, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, acts of public enemies, or other disorders; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure."
4. In the event of a Force Majeure, which interferes with the operation of the SFAs child nutrition program, upon request, the FSMC will take all reasonable steps to continue to provide service upon the terms and conditions satisfactory to the FSMC and SFA, and any guarantee provided therein shall be adjusted to account for lost gross receipts and any increase in the SFA's total child nutrition program costs.
5. In the event that the FSMC is not able to perform under this contract due to events beyond its reasonable control (i.e., strike, labor or material shortage, fire, flood, or other casualty or Acts of God), the SFA may, at their option, terminate this contract and assume control of the facilities, equipment, food, supplies, expendables, etc., necessary for the continued operation of the SFA's child nutrition program operation.
6. Notwithstanding any other provision of this contract, both parties shall be deemed to have retained any and all administrative, contractual, and legal rights and remedies to which they may be entitled.
7. The SFA agrees that if, upon being advised in writing by the FSMC that the FSMC's services are not returning a fair and equitable profit and the SFA and the FSMC fail to effectuate new financial arrangements within thirty (30) calendar days that rectify this problem, this contract may thereupon be terminated by the FSMC by giving sixty (60) days written notice to the SFA.
8. The SFA or FMSC may terminate this contract for convenience, subject to the relevant provisions of the South Carolina Consolidated Procurement Code (South Carolina Code of Laws, Title 11, Section 35, the South Carolina Code of Regulations, R.19-445, and the Procurement Compendium (currently Version 2.0.2 (September 2017)) and/or the SFA's local procurement code, as applicable.
9. In the event of a change in the funding from federal and/or state sources, the SFA reserves the right to terminate the contract in total or modify the terms and conditions as necessary.
10. The SFA may terminate this contract for breach/neglect as determined by the SFA when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage, failure to provide required information statements, failure to maintain quality of food and service at a level satisfactory to the SFA, or failure to comply with federal and state regulations. The SFA is the responsible authority without recourse to SCDE, USDA and any other associated government entities for the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to the local, state, or federal authority that has proper jurisdiction.
11. Upon the termination or expiration of the contract, the FSMC shall, as soon thereafter as is feasible,

vacate all parts of the premises occupied by the FSMC and return the premises to the SFA, together with all the equipment furnished by the SFA pursuant to this contract, in the same condition as when originally made available to the FSMC, excepting reasonable wear and tear, fire and/or other casualty loss.

12. In the event of default on the contract, the FSMC shall pay to the SFA the amount of the performance or surety bond.
13. Remedies for termination or breach of contract are as follows: (To be specified by the SFA): _
In the event of a breach of contract, both parties agree to attempt to work cooperatively to resolve the discrepancies and provide the FSMC with the opportunity to cure and remedy their default within 30 days. If the FSMC fails to remedy the default and comply with the terms and conditions outlined within this section, the SFA reserves the right to seek legal action and the FSMC shall be liable to the SFA for any and all rights and remedies provided by law.

Q. Additional Conditions

1. No oral interpretations of the RFP requirements shall be binding on the SFA. All changes in the RFP requirements shall be in writing and shall be issued in the form of an amendment to the RFP no less than five (5) calendar days prior to proposal opening.
2. By entering a response to this RFP, the FSMC certifies that the corporation, firm, or person is submitting a proposal for the same materials, supplies, equipment, or services as specified in the RFP. The FSMC certifies that the proposal is in all respects fair and without collusion or fraud. The FSMC certifies that they understand that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards.
3. Conflicts of interest, gratuities and kickbacks, or other inducements are prohibited. Any employee or any official of the SFA, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value as an inducement or intended inducement in the procurement of business or the giving of business for, or to or from, any person, partnership, firm, or corporation, offering, proposing for, or in open market seeking to make sales to the SFA shall be deemed guilty of a felony, and upon conviction, such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws.
4. Contracts that permit receipts and/or expenses to accrue to the FSMC are prohibited.
5. The SFA reserves the right to accept and/or reject any and all proposals in the best interest of the SFA. The FSMC agrees that only a fixed firm price contract shall be acceptable. Proposals that are submitted based on a “cost-plus-a-percentage-of-cost” or “cost-plus-a percentage-of-income” basis are prohibited and will not be accepted.
6. Final acceptance of any contract as a result of response to this RFP shall be subject to written approval by the SCDE. This approval requirement shall also extend to any future amendments that may constitute a material change to the contract, as well as the allowable contract renewals specified herein.
7. Renewal of this contract is additionally contingent upon the FSMC’s fulfillment of all contract provisions and obligation relating to USDA donated foods (Reference 7 CFR 250).

SECTION FIVE – SFA Appendices

The following information/documents shall be provided by the SFA to the FSMC as part of the RFP.

Appendix A, A-1 - 4	List of schools/sites and a description of each, including ADM, ADP, and student eligibility by category and current meal prices
Appendix B	School Calendar, including meal service days, teacher workdays, required in-service training, etc.
Appendix C	SFA's Food Service Employees, including salary, benefits, etc.
Appendix D	SFA's Personnel Policies and Procedures
Appendix E	Twenty-one (21) Day Menu Cycle for Breakfast and Lunch Programs (prepared by SFA)
Appendix F	USDA Donated Foods including record of USDA Foods used, monthly ending inventories by school, total value of USDA Foods by school
Appendix G	À la Carte (Supplemental/Special Sales) Food Items and Revenue by School
Appendix H	Minimum Food Specifications
Appendix I	Purchased Food and Supplies (Ending Inventories by School)
Appendix J	Reserved for Future Use
Appendix K	School Inventory List (including miscellaneous kitchen items; to be certified as correct by an authorized representative of both parties)
Appendix L	Special food service functions planned and served by SFA in the previous school year
Appendix M	Cost Responsibility Detail Sheet
Appendix N	Written responses to questions from potential offerors
Appendix O	Program Identification
Appendix P	Fresh Fruit and Vegetable Program

LIST OF SCHOOLS/DESCRIPTION
 (To be completed by the SFA)

Site or School	Address	Grade Levels	ADM	ADP	Beginning and Ending Times of Meal Service		
					Breakfast	Lunch	Snack
Global Academy of South Carolina	9768 Warren H Abernathy Hwy Spartanburg, SC 29301	k-5	270	200	7:50am-8:20am	11:00am-1:00pm	N/A
Note: We are anticipating to have up to 630 students 2024-2025 year and grades K-8							

LIST OF SCHOOLS/DESCRIPTION (CONTINUED)

PARTICIPATION HISTORY

(To be completed by the SFA)

Site or School	Reimbursable Meals Based on Average Daily Participation (Total meals by category served in the previous school year divided by total operating days for the previous school year)			Selling Price (\$)		All cash sales except reimbursable lunches (i.e., catered meals, à la carte, catering, vending machines, and concessions, if applicable)
	Full-Price	Free	Reduced-Price	Student	Adult	
Global Academy of South Carolina	20	137	27	\$4.25	\$4.25	N/A
TOTAL	20	137	27			

Do not include Special Functions

LIST OF SCHOOLS/DESCRIPTION (CONTINUED)

PARTICIPATION HISTORY

(To be completed by the SFA)

Site or School	Reimbursable Meals Based on Average Daily Participation (Total meals by category served in the previous school year divided by total operating days for the previous school year)			Selling Price (\$)		All cash sales except reimbursable lunches (i.e., catered meals, à la carte, catering, vending machines, and concessions, if applicable)
	Full-Price	Free	Reduced-Price	Student	Adult	
Global Academy of South Carolina	4	65	11	\$3.30	\$3.30	N/A
TOTAL	4	65	11			

Do not include Special Functions

LIST OF SCHOOLS/DESCRIPTION (CONTINUED)

**PARTICIPATION HISTORY
(To be completed by the SFA)**

Site or School	Reimbursable Meals Based on Average Daily Participation (Total meals by category served in the previous school year divided by total operating days for the previous school year)			Selling Price (\$)		All cash sales except reimbursable lunches (i.e., catered meals, à la carte, catering, vending machines, and concessions, if applicable)
	Full-Price	Free	Reduced-Price	Student	Adult	
N/A						
TOTAL						

Do not include Special Functions

LIST OF SCHOOLS/DESCRIPTION (CONTINUED)

PARTICIPATION HISTORY
 (To be completed by the SFA if applicable)

SFA to check one: **Seamless Summer Option (SSO)** **Summer Food Service Program (SFSP)**

<u>School/Site Name</u>	<u>Serving Days</u>	<u>Breakfast ADP</u>	<u>Lunch ADP</u>	<u>Snack ADP</u>	<u>Supper ADP</u>
We anticipate offering SSO in a year 3 in the future					

<u>School/Site Name</u>	<u>Serving Days</u>	<u>Breakfast ADP</u>	<u>Lunch ADP</u>	<u>Snack ADP</u>	<u>Supper ADP</u>
Totals					

**SCHOOL CALENDAR
INCLUDING MEAL SERVICE DAYS, TEACHER WORKDAYS,
REQUIRED IN-SERVICE TRAINING, ETC.**

(SFA to clarify actual serving days for breakfast, lunch, afterschool snacks, and summer meal programs.)

Provide School Calendar

PLEASE ATTACHMENT #1

SFA Food Service Employees

(To be completed by the SFA for SFA employees)
List Annual Cost for the Year _2023-2024

Position Title By School	SFA or FSMC Employee	Rate Per Hour	Hours Per Day	Days Per Year	FICA	Retirement	Health Insurance Benefits
Cafeteria Aide	SFA	16	7.4	180	7.65%		
Cafeteria Aide	SFA	16	7.4	180	7.65%		
TOTAL COSTS PER YEAR	\$	\$44,544	\$	\$	\$3,598	\$3,000	\$ 16,234

Note: Add any other annual leave obligations to be specified below by the SFA.

SFA'S PERSONNEL POLICIES AND PROCEDURES

(May include an electronic link to documents)

See attachment # 2

**Global Academy of South Carolina
Employee Handbook for Policies and Procedures.**

**21-DAY MENU CYCLE FOR BREAKFAST AND LUNCH PROGRAMS
(PREPARED BY SFA)**

See attachment # 3 for the menu

USDA Foods

(SFA TO INCLUDING RECORD OF USDA FOODS USED, MONTHLY ENDING INVENTORIES BY SCHOOL, TOTAL VALUE OF USDA FOODS BY SCHOOL)

WE DO NOT USE THE USDA FOOD RIGHT NOW, BUT WE ANTICIPATE TO ADD THIS PROGRAM IN THE FUTURE

SFA's À LA CARTE (SUPPLEMENTAL/SPECIAL SALES) FOOD ITEMS & REVENUE

(SFA to Insert Information)

N/A

Minimum Food Specifications

All meals claimed for reimbursement must meet minimum state and federal guidelines.

For schools serving a K-5 population, lunch menus should contain a minimum of two entrée choices and four fruit and vegetable choices, as required by the South Carolina Student Health and Fitness Act (Section 59-10-310, et seq. and R.43-168).

Taxes are inclusive where applicable.

SCDE does not approve, evaluate or endorse specifications. Examples may include the following listed below:

Meat/Seafood—All meats, meat products, poultry products, and fish must be government-inspected.

- Beef, lamb and veal shall be USDA Grade Choice or better
- Pork shall be U.S. No.1 or U.S. No. 2
- Poultry shall be U.S. Government Grade A
- Seafood to be top grade, frozen fish—must be a nationally distributed brand, packed under continuous inspection of the USDA

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

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled
- Frozen eggs, USDA—inspected
- Milk, pasteurized Grade A

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color—U.S. Grade A Fancy
- Canned fruits and vegetables selected to requirements—U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices)
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better

Baked Products

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

Staple Groceries

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

PURCHASED FOOD AND SUPPLIES
(SFA TO INSERT ENDING INVENTORIES BY SCHOOL)

N/A

RESERVED FOR FUTURE USE

SCHOOL INVENTORY LIST
(SFA TO INCLUDE INVENTORY LIST & MISCELLANEOUS KITCHEN ITEMS)
[TO BE CERTIFIED AS CORRECT BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES]

STANDARD LIST FOR KITHCEN.

- 1. HAND SINK**
- 2. PREP. SINK**
- 3. REFRIGERATORS (2)**
- 4. FREEZERS-(2)**
- 5. 3 COMPARTMENT SINK**
- 6. DOUBLE OVEN**
- 7. HEATED HOLDING CABINET**
- 8. 4-PAN FULL SIZE HOT WELL**
- 9. MILK COOLER**
- 10. PREP. TABLES (2)**

**SPECIAL FOOD SERVICE FUNCTIONS PLANNED
AND SERVED BY SFA IN THE PREVIOUS SCHOOL YEAR**

(SFA to specify any activities)

N/A

COST RESPONSIBILITY DETAIL SHEET

The following cost responsibility detail sheet is a necessary part of this proposal specification. Costs which are not provided for under the standard contract terms and conditions but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFA’s operation must be assigned by the SFA prior to the proposal opening and designated below:

Description	FSMC	SFA	N/A
Food:			
Food Purchases	x		
Commodity Processing Charges	x		
Processing and Payment of Invoices	x		
FSMC Employees:			
Salary/Wages	x		
Fringe Benefits and Insurance	x		
Retirement	x		
Payroll Taxes	x		
Workers Compensation	x		
Unemployment Compensation	x		
Preparation and Processing of Payroll	x		
SFA Employees:			
Wages	x		
Fringe Benefits and Insurance	x		
Retirement	x		
Payroll Taxes	x		
Workers Compensation	x		
Unemployment Compensation	x		
Preparation and Processing of Payroll	x		

Miscellaneous/Additional Items:

The items listed with an * are direct cost items which may or may not apply to each SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for those items applicable to their operation or designate them as N/A.

Description	FSMC	SFA	N/A
Cleaning/Janitorial Supplies		x	
Paper/Disposal Supplies*		x	
Tickets/Tokens*		x	
School/Silverware/Glassware	x		
Initial Inventory Items		x	
Replacement During Operation	x		
Telephone		x	
Local			x
Long Distance			x
Uniforms	x		
Linens*			x
Laundry			x
Trash Removal		x	
From Kitchen	x		
From Dining Area		x	
From Premises		x	
Pest Control		X	
Equipment Replacement and Repair			
Non-Expendable		x	
Expendable	x		x
Products and Public Liability		x	
Insurance*	x		
Equipment Rental* (explain)			
Car/Truck Rental*(explain)			x
Vehicle Maintenance*(explain)			x
Storage Costs			
Food*	x		
Non-Food supplies*	x		
Courier Services* (Bank Deposits, School Deliveries) ³			x
Employee Recruitment – Initial Replacement	x		
Sales Tax	x		
Other Taxes and Licenses*	x		

Office Materials		X	
Computer(s)	x		
Software (specify)	x		
Printing*	x		
Promotional Materials*	x		
Cell Phone(s)	x		
Other* (cannot include overhead expenses incurred by FSMC)			
Cleaning Responsibilities			
Food Preparation Areas (including equipment)	x		
Serving Areas	x		
Kitchen Floors	x		
Dining Room Floors or Periodic Waxing/Buffering		x	
Hoods		x	
Grease Filters		X	
Daily Routine Cleaning: Dining Room, Tables & Chairs		x	
Thorough Cleaning: Dining Room, Tables & Chairs		x	
Cafeteria walls		x	
Kitchen walls		x	
Light Fixtures		x	
Windows		x	
Window coverings		x	
Grease Traps		X	
Duct Work		x	
Restrooms		X	
Exhaust Fans		X	
Other – List Below			x

WRITTEN REPOSSES TO QUESTIONS FROM POTENTIAL OFFERORS

PROGRAM IDENTIFICATION

(Name of School Food Authority)

Plans to participate in the following programs during the _____ - _____ school year in one or more schools: (SFA to check all that apply)

- National School Lunch Program
- School Breakfast Program
- Afterschool Snack Program**
- USDA Foods (Commodities) Program*
- Fresh Fruit and Vegetable Program

- Seamless Summer Option **
- OR** (SFA can only select one)
- Summer Food Service Program*

* SUBJECT TO ADDITIONAL REGULATIONS AND/OR REQUIREMENTS TO BE SPECIFIED HEREIN.

** WE ANTICIPATE TO HAVE IT IN FUTURE

FRESH FRUIT AND VEGETABLE PROGRAM (FFVP) REQUIREMENTS

Costs that are charged to the FFVP grant are broken into two categories: administrative and operational.

Operational costs are the primary costs of running the FFVP, including:

- purchase of fruits and vegetables, including the cost of pre-cut produce and delivery charges;
- non-food items or supplies that are used in serving and cleaning; and
- salaries and fringe benefits for employees engaged in preparing and distributing fresh fruits and vegetables, and in maintaining a sanitary environment.

Administrative costs, which currently cannot exceed 10 percent of the overall grant, are used principally to support planning and managing the program.

All FFVP costs must be allowable, actual costs, and fully documented. Labor costs must be reported by and to the SFA in a manner that clearly identifies the actual time allocated to the FFVP. All labor costs, either operating or administrative, must be minimal. The SFA shall verify that the FSMC operates the FFVP in compliance with all federal and state guidelines, including but not limited to the following:

- The FSMC will document and track FFVP expenses separately and make this documentation easily accessible to the SFA, SCDE, or USDA for review. All non-food costs must be carefully reviewed and deemed reasonable, given the extent of the FFVP operations.
- The FSMC will provide the SFA with documentation that clearly outlines the allocation of costs charged to the FFVP as a basis for the SFAs claim for reimbursement. This is a contract requirement even if a fixed fee for FFVP is agreed upon.
- The FSMC will use the SC FFVP Monthly Log for Operational and Administrative Costs Claimed for Labor form (included in the *SC Fresh Fruit and Vegetable Program Handbook for Schools*) to document operational and administrative labor costs or a similar form that captures the same information. This documentation must be readily available for SFA, SCDE, or USDA review.
- A FFVP cycle menu based on USDA guidelines should be submitted with this RFP to the SFA and used in scoring the FSMC.
- Identify all SFA and FSMC roles and responsibilities in the FFVP.

SECTION SIX – Required FSMC Proposal Format and Attachments

The FSMC shall submit a Letter of Intent stating that the offeror is qualified to operate a nonprofit school food service program as described herein. (Section A2–Scope and Purpose). The FSMC shall also submit a Firm Price Cost Summary (Attachment B). Both the letter and the Summary shall be signed by an individual who is authorized to commit the FSMC to a legally binding contract.

The FSMC shall submit with the RFP an assurance by a surety bond company authorized to do business in the State of South Carolina (Attachment C). The assurance is a statement from a surety company providing to the effect that the FSMC has the ability of obtaining a proper surety bond, if awarded the contract. If selected as the successful respondent, and upon award of the contract, a performance bond will be issued in the amount of 10 percent of annual projected contract value, subject to increase at SFA discretion. Said increase, if any, will be documented in form of an Amendment to the Agreement. Within five (5) days after signing the contract, the FSMC shall deliver to the SFA the executed performance bond payable to the SFA. The performance bond is held by the SFA as security for the faithful performance by the FSMC of all terms of the contract. FSMC's performance bond shall be written on an annually renewable basis. The term of the bond shall be one year, and it may be extended by a Continuation Certificate. A copy of all bonds relating to this agreement, must be sent to the SCDE by the SFA on a timely basis.

The FSMC shall include a complete nutritional analysis of the 21-day menu cycle provided by the SFA in the RFP (Attachment D). The 21-day cycle menu developed by the SFA is included as part of the RFP (Appendix E).

The FSMC shall include detailed product descriptions and portions sizes that would be used with the 21-day menu cycle provided by the SFA (Attachment E).

The FSMC shall prepare a separate 21-day cycle menu to include reimbursable meals, à la carte items, promotional serving lines, and other creative options. Product descriptions and portion sizes for all meals must be included (Attachment F).

The FSMC shall describe a SFA marketing plan to be implemented and evaluated to increase the student, parent, and community understanding of the benefits of healthy eating habits and the contribution the school nutrition programs make to the nutrient needs of children (Attachment G).

The FSMC shall include a detailed training plan that explains how often training sessions will be conducted during the school year, for whom (managers, operators, cashiers, etc.) and what program areas the training will cover, and how evaluations will be used. A detailed transition plan will be provided for the FSMC's first year. Notwithstanding a higher minimum is required by USDA Professional Development guidelines, a minimum of ten hours training must be provided and documented for all child nutrition program employees on a yearly basis (Attachment H).

The FSMC shall include a list of additional supplies of expendable and non-expendable equipment that will be needed in order for the FSMC to perform the duties as required of this RFP (Attachment I).

The FSMC shall include a plan for forming an advisory council and for involving students and parents in the child nutrition program. The plan should include specific strategies for involvement and a time line (Attachment J).

The profile of all FSMC's on-site personnel and corporate level staff to be assigned to this account shall be included in the response. The specific responsibilities or duties of everyone shall be outlined in the response. Experience in the operation and administration of the child nutrition programs is encouraged (Attachment K).

The FSMC shall include with the response to this RFP a list of all National School Lunch Programs currently managed by the FSMC in the State of South Carolina. The FSMC shall also include all National School Lunch Programs managed in the past five years. The address, contact person, and phone number of each account shall be provided (Attachment L).

The FSMC shall include a balance sheet or annual report of the FSMC's last fiscal year of operation. Certification of this report by a Certified Public Accountant is required. The FSMC shall further disclose to the SFA any recent financial events or developments that are not represented in the above report. Any such information submitted shall be evaluated by the SFA to determine if the information could have a material effect on the FSMC's ability to successfully manage the SFA's child nutrition program (Attachment M).

By signing the contract, the FSMC assures the SFA that the FSMC has not been debarred from entering into contracts with the federal government or any entity receiving federal funds or suspended from entering contracts during a time when the vendor is being investigated for a legal action being taken to debar the vendor from contracting activities.

The FSMC shall sign a "Drug-Free Workplace" policy (Attachment N).

The FSMC shall sign a "Non-Collusion Affidavit" (Attachment O), a "Certificate of Independent Price Determination" (Attachment P) and a Suspension and Debarment Certification (Attachment R).

The FSMC will include this document in its entirety as part of the FSMC's response to the RFP. All documents presented by the FSMC, including the RFP/contract and all appendices, attachments, and exhibits will become part of the final contract.

SECTION SEVEN – Checklist for FSMC Attachments

The following information/documents shall be provided by the FSMC as part of the RFP

- Attachment A** Letter of intent
- Attachment B** Fixed firm price cost summary with original signature
- Attachment C** Potential contractor certification and surety bond assurance statement
- Attachment D** Nutritional analyses for 21-day cycle menu
- Attachment E** Product descriptions for menus/items on 21-day cycle menu
- Attachment F** 21-day cycle menu
- Attachment G** Marketing plan
- Attachment H** Training plan
- Attachment I** List of additional expendable and non-expendable equipment
- Attachment J** Plan for forming advisory council
- Attachment K** List of all SFA’s S.C. FSMC Child Nutrition Programs (last 5 years)
- Attachment L** Client references
- Attachment M** Annual report of the FSMC’s last fiscal year of operation
- Attachment N** Drug-free workplace policy
- Attachment O** Non-collusion affidavit and certification regarding lobbying
- Attachment P** Certificate of independent price determination
- Attachment Q** Assurance of Civil Rights Compliance
- Attachment R** Suspension and Debarment Certification

LETTER OF INTENT

FSMC shall submit a letter of intent stating how they are qualified to operate a nonprofit school food service program.

**FIXED FIRM PRICE COST
SUMMARY**

Name of FSMC Submitting Proposal: _____

Mailing Address: _____

Telephone: _____

Date Submitted: _____

Total Firm, Fixed Price Cost:	Fixed Price Per Meal
• Reimbursable Breakfasts	\$ _____
• Reimbursable Lunches	\$ _____
• Reimbursable Snacks	\$ _____

Surplus Guarantee (if applicable): \$ _____

*Note: No additional fees, costs, or expenses may be charged to the SFA above the total, firm, fixed price.

Addenda Numbered _____ through _____ were received prior to my signing this proposal.

I certify by my signature below that the per meal prices quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in the RFP.

I certify by my signature below that as authorized representative of the FSMC, I certify that FSMC is qualified to submit a proposal as indicated in the RFP and accept the basis for selection of an FSMC.

Signature:
Print or Type Name:
Title:
Telephone:
e-mail:
Date:

POTENTIAL CONTRACTOR CERTIFICATION AND SURETY BOND ASSURANCE

Date Proposal Submitted: _____

Name of Firm Submitting Proposal: _____

Mailing Address: _____

Telephone: _____ **Fax:** _____

I certify by my signature below that the Per Meal Equivalent Guarantee quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in this RFP.

Signature: _____

Print or Type Name: _____

Title: _____

Telephone: _____ **Date:** _____

SURETY BOND COMPANY

1. Name: _____

Address: _____

2. Authorized in South Carolina **Yes** _____ **No** _____

Please include the Surety Bond Document Assurance Statement.

**TWENTY-ONE DAY CYCLE MENU
NUTRITIONAL ANALYSES FOR NSLP AND SBP**

(TO BE PROVIDED BY FSMC FOR RFP)

PRODUCT DESCRIPTIONS AND CN LABEL PRODUCTS

(TO BE PROVIDED BY FSMC FOR RFP)

Must Meet the Following Minimum Food Specifications

Meats/Seafood: All meats, meat products, poultry, poultry products, and fish shall be government inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better.
- Beef must be at least 75:25 lean to fat, preferably 80:20 lean to fat.
- Pork shall be US No. 1 or US No. 2.
- Poultry shall be US Government Grade A.
- Seafood shall be top grade; frozen fish must be a nationally distributed brand. All fish must also have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for a USDC Grade A product or a product packed under federal inspection (PUFI) by the USDC.

Dairy Products: All dairy products shall be government inspected.

- Fresh eggs, USDA Grade A or equivalent
- Frozen eggs, USDA inspected
- Milk pasteurized Grade A

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color—US Grade A Fancy.
- Canned fruits and vegetables selected to requirements US Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices).
- Frozen fruits and vegetables shall be US Grade A Choice or better.

Baked Products

- Breads, rolls, cookies, pies, cakes, and pudding either prepared or baked on premises or purchased on a quality level commensurate with USDA breakfast and lunch requirement, as applicable.

Staple Groceries

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

NOTE: Where vendors are available, all reasonable efforts will be made to propose all bread and milk locally to ensure highest quality for lowest cost.

All products purchased above under the “private label” brand from a food service distributor shall be at first quality or better.

**21-DAY CYCLE MENU INCLUDING PRODUCT DESCRIPTIONS, NUTRITIONAL
ANALYSES, AND SERVING SIZES**
(To be completed by FSMC)

MARKETING PLAN

Describe your marketing plan in detail:

Include in your response the answers to the following questions:

- 1. How will this plan be evaluated?**
- 2. How will this plan benefit the nutritional needs of the students?**

TRAINING PLAN

Describe your training program for managers and operators that will occur before and after the beginning of the school year. Indicate program areas it will cover, how they will be evaluated, and alignment to USDA Professional Development guidelines. Outline with dates and activities of your transition plan first year of operations.

LIST OF ADDITIONAL EXPENDABLE AND NON-EXPENDABLE EQUIPMENT
(To be completed by the FSMC)

**PLAN FOR IMPLEMENTING AN ADVISORY COUNCIL
AND
INVOLVING STUDENTS AND PARENTS**

ADVISORY COUNCIL MEETING DOCUMENTATION FORM

(SUGGESTED FORM TO BE MAINTAINED BY FSMC)

DATE: _____

PLACE: _____

AGENDA: (CAN ATTACH AGENDA)

PERSONS ATTENDING: (CAN ATTACH LIST)

COMMENTS: _____

REQUESTS: _____

RESULTS OF ADVISORY BOARD ACTIVITIES: _____

SIGNATURE: _____

List of all SFAs where the FSMC is currently or has operated the non-profit child nutrition programs in South Carolina within the last five years.

CLIENT REFERENCES

Organization Name	Total Years of FMSC Experience	Total Years of CNP Experience	Contact Person	Address	Phone	Years of Operation in the SFA	Number of Schools Serviced

The evaluation committee may contact, by telephone or personal visit, an equitable and reasonable number of references for each responsive offeror. A subcommittee can be appointed to accomplish this task and to report the results in a documented manner to all other evaluators for consideration. However, it is permissible for the reference checks to be performed by one individual if this is the desire of the evaluation committee members. A written questionnaire is usually developed, identifying the reference and questions to be asked of the various references. A brief summary of the answers is then recorded on the form. Upon completion, evaluator(s) sign the document and report the information to all other evaluators.

Annual Report of the FSMC's Last Fiscal Year of Operation

INSTRUCTIONS FOR CERTIFICATION FOR DRUG-FREE WORKPLACE

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award and there is no application, the grantee must keep the identity of the workplace(s) on the file in this office and make the information available for federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or state highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified in the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - **Controlled substance** means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).
 - **Conviction** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
 - **Criminal drug statute** means a federal or non-federal criminal statute involving manufacture, distribution, dispensing, use, or possession of any controlled substance.
 - **Employee** means the employee of a grantee directly engaged in the performance of work under a grant, including (1) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

GOVERNMENTWIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

This part carries out the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) that applies to grants. It also applies the provisions of the Act to cooperative agreements and other financial assistance awards, as a matter of federal government policy. 7 CFR Part 400 requires the awarding official to obtain each recipient's agreement, as a condition of the award, to comply with the requirements of Subpart B and C of this regulation. 7 CFR Part 3021.200 through 3021.300 provides specific requirements that must be followed.

- A. There are two requirements if you are a recipient other than an individual.
1. Must make a good faith effort, on a continuing basis, to maintain a drug-free workplace by
 - (a) publishing a drug-free workplace statement and establish a drug-free awareness program as per 7 CFR 3021.205 through 3021.220);
 - (b) taking actions concerning employees who are convicted of violating drug statutes in the workplace 7 CFR 3021.225; and
 - (c) identifying all known workplaces under your federal awards 7 CFR 3021.230.
 2. The drug-free workplace statement must
 - (a) tell your employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in your workplace;
 - (b) specify the actions you take against employees for violating that prohibition;
 - (c) let each employee know that, as a condition of employment under any award, he or she
 - (1) will abide by the terms of the statement; and
 - (2) must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace and must do so no more than five calendar days after the conviction; and
 - (d) must require that a copy of the statement described in 7 CFR 3021.205 be given to each employee who will be engaged in the performance of any federal award.
- B. The grantee must publish the drug-free workplace statement and establish a drug-free awareness program. If the grantee is a new recipient and does not currently have a policy statement as described in 7 CFR 3021.205 and an ongoing awareness program as described in 7 CFR 3021.215, the recipient must publish the statement and establish the program by the time listed below:
1. If the performance period of the award is less than 30 days, then you must have the policy statement and program in place as soon as possible, but before the date on which performance is expected to be completed.
 2. If the performance period of the award is 30 days or more, then you must have the policy statement and program in place within 30 days after award.
 3. If you believe there are circumstances that will require more than 30 days for you to publish the policy statement and establish the awareness program, then you may ask the Department of Agriculture awarding official to give you more time to do so. The amount of additional time, if any, to be given is at the discretion of the awarding official.
- C. There are two actions that must be taken if an employee is convicted of a drug violation in the workplace, as per Part 3021.225:
1. First, you must notify federal agencies if an employee who is engaged in the performance of an award informs you about a conviction, as required by 7 CFR 3021.205(c)(2), or you otherwise learn of the conviction. Your notification to the federal agencies must:
 - (a) be in writing.

- (b) include the employee's position title.
 - (c) include the identification number(s) of each affected award.
 - (d) be sent within ten calendar days after you learn of the conviction, and
 - (e) be sent to every federal agency on whose award the convicted employee was working. It must be sent to every awarding official or his or her official designee, unless the federal agency has specified a central point for the receipt of the notices.
2. Second, within 30 calendar days of learning about an employee's conviction, you must either:
- (a) take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, or
 - (b) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- D. The grantee must identify all known workplaces under each Department of Agriculture award. A failure to do so is a violation of your drug-free workplace requirements as contained in 7 CFR 3021.230. The grantee may identify the workplaces.
- 1. To the Department of Agriculture official making the award, either at the time of application or upon award; or
In documents that you keep on file in your offices during the performance of the award, in which case you must make the information available for inspection upon request by Department of Agriculture officials or their designated representatives. Your workplace identification for an award must include the actual address of buildings (or parts of buildings) or other sites where work under the award takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or state highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio stations).
 - 2. If you identified workplaces to the Department of Agriculture awarding official at the time of application or award, as described in paragraph 1. (a) of this section, and any workplace that you identified changes during the performance of the award, you must inform the Department of Agriculture awarding official.
- E. As an individual recipient according to 7 CFR 3021.300, an individual recipient must agree that
- 1. They will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity related to the award; and
 - 2. If you are convicted of a criminal drug offense resulting from a violation occurring during the conduct of any award activity, you must report the conviction
 - (a) In writing.
 - (b) Within 10 calendar days of the conviction.
 - (c) To the Department of Agriculture awarding official or other designee for each award that you currently have, unless 7 CFR 3021.301 or the award document designates a central point for the receipt of the notices. When notice is made to a central point, it must include the identification number(s) of each affected award.

Check if there are workplaces on file that are not identified here.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This non-collusion affidavit is material to any contract awarded pursuant to this bid.
2. This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of _____:

Contract/Bid No.: _____:

County of _____:

I state that I am _____ of _____ and that I am
(Title) (Name of Firm)

authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm has been made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

_____, its affiliates, subsidiaries, officers, directors, and employees are not
(Name of my Firm)
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:

NON-COLLUSION AFFIDAVIT (continued)

(Name of my Firm)

state that _____ understands and acknowledges that the above representations are material and important and will be relied on by _____ in awarding the contract (s) for which this proposal is submitted.

(Name of Public Entity)

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____ of the true facts relating to submission of proposal _____ for this contract.

(Name of Public Entity)

(Name and Company Position)

SWORN TO SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20__

NOTARY PUBLIC

My commission expires: _____

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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. 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 sub-award receipt. Identify the tier of the sub-awardee (e.g., the first sub-awardee of the prime is the 1st tier). Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," 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 registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered federal action.
 (a) 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).
11. Certifying official shall sign and date the form, print his or her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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 (0348-0046), Washington, DC 20503.

**SCHOOL FOOD AUTHORITY
Certification Regarding Lobbying**

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds. Contractors that apply or propose for such an award must file the required certification.

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, an employee of a Member of Congress, or any Board Member, officer, or employee of the SFA referenced above 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, an employee of a Member of Congress, or any Board Member, officer, or employee of the SFA referenced above in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" (next document in RFP Appendix O), 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Offeror Organization

Printed Name/Title of Submitting Official

Signature and Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See Reverse for public burden disclosure.)

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 _____, <i>if known:</i> Congressional District, <i>If known:</i>		5. If Reporting Entity in No. 4 is a Sub awardee, Enter Name and Address of Prime: Congressional District, <i>If known:</i>
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i>	
8. Federal Action Number, <i>If known:</i>	9. Award Amount, <i>If known:</i> \$	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. 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.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- (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 negotiated procurement, directly or indirectly to any other offeror or to any competitor.
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer certifies that he or she is responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

He or she is not the person in the offeror’s organization responsible within that 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.

Signature of Vendor’s Authorized Representative

Date Title

In accepting this offer, the sponsor certifies that the sponsor’s officers, employees, or agents have not taken any action that may have jeopardized the independence of the offer referred to above.

Signature of Authorized Sponsor Representative

Assurance of Civil Rights Compliance

The State agency hereby agrees that it will comply with:

- 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.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE
(Continued)

By accepting this assurance, the _____ (**insert FSMC name**) 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 _____ (**insert FSMC name**), 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 appears on the signed proposal/contract is authorized to sign this assurance on behalf of the _____ (**insert FSMC name**).

The signed proposal/contract will guarantee our compliance with the assurances listed above.

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page 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 “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 he or she 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 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 Non-procurement 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.

SUSPENSION AND DEBARMENT CERTIFICATION

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

(Before completing certification, read instructions on next page.)

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

PR/Award Number or Project Name

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

Signatures

Date

SECTION EIGHT – Contract Authorization*

*Contract authorization must be submitted to SCDE with entire FSMC response and proof of school board approval.

The offeror certifies that the FSMC shall operate in accordance with all applicable state and federal regulations. The offeror certifies that all terms and conditions within the RFP shall be considered a part of the Contract as if incorporated therein. No modifications or changes may be made to this Contract without full consent of all signators. Any additions or changes to the Contract that change or negate the mandatory portions of the contract as written will automatically invalidate the contract. This Contract shall be in effect for one year and may be renewed by mutual agreement for four (4) additional one-year periods. All signatures must be original and must be in place prior to the commencement of any contractual work.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

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 Signed

Date Signed

SECTION NINE – RFP Evaluation Criteria and Guidance

General Guidance for Establishing RFP Evaluation Criteria

The SFA must determine evaluation criteria in advance, to include what percentage/points (total of 100 percentage/points) will be given for each category when comparing proposals. **USDA mandates that price/cost MUST be the primary criteria. This means price/cost must have the most weight of all categories.**

Under the Carolina Consolidated Procurement Code (South Carolina Code of Laws, Title 11, Chapter 35), Section 11-35-1520, Competitive Sealed Bidding (6) Bids must be accepted unconditionally without alteration or correction, except as otherwise authorized in this code. The invitation for bids must set forth the evaluation criteria to be used. Criteria may not be used that is not set forth in the invitation for bids. Bids must be evaluated based on the requirements in the invitation for bids and in accordance with the regulations of the board.

If the SFA is not subject to the South Carolina Consolidated Procurement Code, refer to the local SFA procurement code for guidance and parameters. **If a local code is silent, it is required that the PRICE be the highest weighted percentage of all criteria set forth by the School Food Authority.**

Other evaluation criteria may include, but is not limited to those found on the **RFP EVALUATION SCORE SHEET**. Beyond the requirements referenced above, the SFA has discretion in selecting and weighting the criteria. However, USDA regulations prohibit prior direct experience between a SFA and a FSMC from being used as a specific evaluation criterion.

Once published in the RFP, the SFA must not change or bypass the evaluation criteria.

SUGGESTED COMPOSITION OF THE RFP EVALUATION COMMITTEE

At a minimum, the committee should include at least one member from each of the following categories:

- SFA administration (superintendent, finance/business official, procurement officer, staff attorney)
- School principal and/or assistant principal
- SFA child nutrition program director/supervisor (if unavailable, from a similar sized SFA)
- Teacher and/or other school-level personnel
- Other stakeholders (school board representative, school nurse, registered dietician, wellness policy committee representative, School Nutrition Association of South Carolina member, etc.)
- SCDE representative (Non-Voting)

List Names and Titles of Evaluation Committee Members

Member Name [Names may be redacted during the RFP process]	Role / Title
	Principal
	Food Service
	Board Member
	Finance
	Finance
	Parent

Evaluation Committee Guidance

The SFA's procurement officer or other acceptable appointee serves as the chairperson of the evaluation committee. The chairperson must address the following areas before the evaluation process begins.

1. **CONFLICT OF INTEREST**—No member of the evaluation committee may be an agent for, employee of, associated or affiliated with an FSMC in any manner. Additionally, no conflict of interest shall exist for any member of the evaluation committee (i.e., (1) part ownership in any company submitting an offer, (2) immediate family member works for or has part ownership in any company submitting an offer, and/or (3) any other reason why a member of the evaluation committee cannot give an impartial evaluation).
2. **INDEPENDENT EVALUATION**—Each member of the evaluation committee must score each and every proposal independently.

For emphasis in understanding and rating proposals, it is suggested that proposals be read and rated a second time. (First reading check against RFP requirements; second reading should be more comprehensive.)

After all proposals are scored, a committee meeting will be held for the purpose of general discussions prior to finalizing scores in ink and making an award. All information is confidential until such time as an award is issued.

3. **NONRESPONSIVE PROPOSAL**—Proposals not complying with all essential requirements will be considered non-responsive and therefore rejected. Evaluation (scoring) will not be performed. The procurement official is responsible for any final determination of responsiveness. (Check responses against requirements of the RFP. Read and be prepared to discuss if considered non-responsive.)
2. **RATING STRUCTURE**—Subject to the provision referenced herein, the evaluation points for each award criteria are as selected by the SFA and indicated on the evaluation sheet.
5. **COST (“per meal equivalent guarantee”)**—The points for the price/cost section of the evaluation will be figured by a SFA official as specified in this section. The evaluation committee should initially evaluate all proposals without consideration of cost. The per meal equivalent guarantee is to be calculated using the lowest per meal equivalent guarantee submitted by any offeror divided by the per meal equivalent guarantee offered by the specific FSMC being evaluated. That result shall then be multiplied by the weighted amount to obtain the maximum points to be awarded.
6. **DOCUMENTATION OF SCORING**—Evaluation committee members may support their reasoning for discussions and scoring with appropriate documentation or notes. Any such documentation or notes must be made on a separate work sheet for each offeror. Work sheets and evaluator's notes will not be taken up or become a part of the file. Evaluative documents pre-decisional in nature containing technical evaluations and recommendations are exempted from public disclosure so long as the contract award does not expressly adopt or incorporate those evaluative documents reflecting the pre-decisional deliberations. Do not write in the proposals or on the final score sheets, which when turned in, become part of the procurement file.
7. **ORAL PRESENTATION**—The committee may request an oral presentation from offerors. In that event, all qualified offerors must be afforded the opportunity to give oral presentations. Presentations made by the FSMCs shall be confidential. Discussions must not be held with anyone other than the procurement official or the other evaluation committee members while in an officially called evaluation committee meeting. All information is confidential until such time as an award is issued.
8. **PROTEST HEARING**—All decisions by the committee are subject to protest. Each member and/or the entire committee may be called upon to explain or defend their individual ratings.

RFP Evaluation Scoring Sheet

SFA Name: Global Academy of South Carolina

Evaluator Name: _____

Name of FSMC: _____

Evaluation Criteria	Maximum Score (SFA to specify score)	FSMC Score
Price Per Meal Guarantee (see guidance notes/requirements-must be the heaviest weighted item)	35	
Quality and variety of menus (including product specifications and nutrient analysis)	10	
Capacity and experience of FSMC (includes total business experience, as well as experience with similar size SFAs and schools, to include references)	10	
Personnel management and professional standards plan	10	
Experience of proposed on-site management team (includes total business experience, as well as experience with similar size SFAs and schools)	10	
Financial condition/stability and business practices	5	
Accounting and reporting systems	5	
Quality and variety of food procurement specifications	5	
Promotion/marketing plan	5	
Involvement of students, staff, and parents	5	
Other SFA specified criteria (i.e. Surplus Guarantee, if applicable)	0	
Total	100	

[Evaluation Criteria can be customized to the SFA’s specific priorities with oversight of SCDE]

I certify that I have read the evaluation committee guidance, reviewed each offeror’s proposal in its entirety, and completed a scoring sheet for each proposal.

I understand that all scoring sheets shall be retained by the SFA and made available for public review in the event of a protest or audit.

Any employee or any official of the SFA, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value as an inducement or intended inducement in the procurement of business or the giving of business for, or to or from, any person, partnership, firm, or corporation offering, proposing for, or in open market seeking to make sales to the SFA shall be deemed guilty of a felony, and upon conviction, such person or persons shall be subject to punishment or a fine in accord with state and/or federal laws.

Signature: _____

Print Name: _____

Date: _____

Evaluation Committee Checklist

SFA Name: _____

Evaluator Name: _____

FSMC Name: _____

Provided:	YES	NO
<p>A. The FSMC submitted with the request for proposal an assurance, by a surety bond company authorized to do business in the State of South Carolina. If selected as the successful respondent and upon award of the contract, the successful respondent has the ability to obtain a performance bond in the amount of 10 percent of annual projected contract value, subject to increase at SFA discretion. Within ten (10) days of the execution of the contract, the FSMC shall deliver to the SFA the executed performance bond payable to the SFA. The performance bond is held by the SFA as security for the faithful performance by the FSMC of all terms of the contract.</p> <p>Amount: \$ _____</p>		
<p>B. The FSMC included with the response to this RFP a written list by school of what the offeror considers adequate supplies of expendable and non-expendable equipment.</p>		
<p>C. The FSMC included with the response to the RFP product specifications for all food items necessary to prepare the menu cycles. The product identifications shall be in sufficient detail for the SFA to determine the quality and portion size (if applicable) of all food to be purchased under the contract. Nutritional analyses of all menus in the 21-day cycle are included.</p>		
<p>D. The FSMC included a detailed training plan that explains how often training sessions will be conducted during school year and for whom (managers, operators, cashiers, etc.), and what program areas the training will cover and how evaluations will be used. FSMC described training that will be provided during transition period.</p> <p>Plan: Timeframe/Schedule: Evaluation: Transition Plan: Alignment to USDA Professional Development Standards:</p>		
<p>F. The FSMC provided per meal charge(s). A written explanation of how meal equivalents will be determined by the FSMC from schools' daily revenue and participation is included (see Section 11, Monthly Consolidated).</p>		
<p>G. Other (to be specified by SFA)</p> <p>Each member of the evaluation committee must complete a score sheet and an evaluation checklist for each responsive RFP. If formal presentations are being used, the evaluation checklists for each responsive RFP should be completed prior to the scheduled verbal presentations. Items to be included in the response to the RFP must be evaluated by each committee member. A final score sheet will be completed by each committee member when oral presentations are provided by potential offerors. (See Evaluation Committee Guidance.)</p> <p>Total the number of "YES" and "NO" answers: _____ TOTAL</p> <p>Signature: _____</p> <p>Date: _____</p>		

SECTION TEN – Unallowable Contract Provisions

The following indicate problem areas that have been identified in SFA-FSMC contract documents. The contract documents must be thoroughly checked, regardless of the procurement method used, to ensure that these areas have not been included, in any form. Indicate with a check mark (✓) in each block that the review of the document(s) indicates that there are no such provisions in the reviewed document(s), unless specified below.

Check (✓) as described above.

- 1. **Cost Plus a Percentage of Cost/Income**—cost plus a percentage of cost/income to the FSMC, however represented.
- 2. **Duplicate Fees**—fee structures that permit a FSMC to bill management fees and charge the same costs as cost-reimbursable expenses.
- 3. **Purchasing**—if the SFA does the purchasing, clauses that limit the selection of vendors to only FSMC-approved vendors. (FSMC may not serve as a vendor.)
- 4. **Acceleration Clause**—provisions (multi-year) that require full payment (e.g., program equipment purchases) if the contract is not re-negotiated.
- 5. **Interest Payments**—interest payments to the contractor, however represented, including interest payments for equipment purchases.
- 6. **Guaranteed Return**—“guaranteed return” provisions unless the “return” remains in the nonprofit school food service account. “Returns” cannot be contingent upon multi-year contract duration.
- 7. **Delegation of SFA Responsibilities**—FSMC responsibility for any of the functions that must be retained by the SFA.
- 8. **Automatic Renewal**—provisions which automatically renew the contract.
- 9. **Processing Contracts**—contract document language that permits the FSMC to subcontract USDA foods for further processing.
- 10. **USDA Food Rebates, Prepayment or Other Procurement Bonuses, Special Promotions**—contract document language that permits such rebates, special promotions, or other financial purchasing incentives to accrue to the FSMC or any other entity besides the SFA’s nonprofit child nutrition program.

For the item(s) above not checked (✓), indicate item number(s) with corresponding page number(s) of document(s) where provision(s) appears.

Item Number(s)	Page Number(s)
_____	_____
_____	_____

SECTION ELEVEN – Monthly Consolidated Invoice Template

Remit Check To: _____

DATE: _____

INVOICE #: _____

Program Name: _____ **Calendar Month** _____ **Year:** _____

<u>DESCRIPTION</u>	<u># OF MEAL EQUIVALENTS</u>	<u>RATE</u>	<u>REIMBURSEMENT AMOUNT DUE</u>
--------------------	------------------------------	-------------	---------------------------------

(SSO)/(SFSP)
BREAKFAST: (Three Breakfast = Two Lunches 3/2 Ratio or .66 Conversion Factor)

Student Meals _____ X _____ = _____

Adult Meals _____ X _____ = _____

In-kind Meals _____ X _____ = _____

OTHER* _____ X _____ = _____

*À la Carte Revenue Divided By (Free Lunch Reimbursement Rate + Eight Cents Performance Funding + Value of USDA Foods per Meal)

BREAKFAST TOTAL: _____ \$ _____

<u>DESCRIPTION</u>	<u># OF MEAL EQUIVALENTS</u>	<u>RATE</u>	<u>REIMBURSEMENT AMOUNT DUE</u>
--------------------	------------------------------	-------------	---------------------------------

II. (SSO)/(SFSP)
LUNCH:

Student Meals _____ X _____ = _____

Adult Meals _____ X _____ = _____

In-kind Meals _____ X _____ = _____

OTHER* _____ X _____ = _____

*À la Carte Revenue Divided By (Free Lunch Reimbursement Rate + Eight Cents Performance Funding + Value of USDA Foods per Meal)

LUNCH TOTAL: _____ \$ _____

<u>DESCRIPTION</u>	<u># OF MEAL EQUIVALENTS</u>	<u>REIMBURSEMENT AMOUNT DUE</u>
--------------------	------------------------------	---------------------------------

III. (SSO)/(SFSP)
AFTERSCHOOL SNACK PROGRAMS: (Divided by 3 or .33 Conversion Factor)

Student Meals: _____ X _____ = \$ _____

IV. **BREAKFAST, LUNCH, & AFTERNOON SNACKS** _____ \$ _____

V. **LESS DONATED FOODS RECEIVED** \$ _____
LESS DISTRICT PAYROLL \$ _____
LESS DISTRICT FRINGE BENEFITS \$ _____
LESS DISTRICT INDIRECT COST \$ _____

VI. **TOTAL TO BE REMITTED:** \$ _____

The SFA will use this billing format for child nutrition program contract purposes.

A separate firm-price cost invoice shall be provided to the SFA for each special food service functions requested and provided by FSMC.

SECTION ELEVEN – List of Potential Offerors

**Updated January 2023*

Aramark Educational Services, LLC

Preston Davis, Regional Vice President
2400 Market Street
Philadelphia, PA 19103
215-409-7929
Davis-g.preston@aramark.com
growth@aramark.com

Chartwells K12 – Div. of Compass Group NA

Lisa Milano, Regional Sales Director
2400 Yorkmont Rd.
Charlotte, NC 28217
(727)212-9349
lisa.ramos@compass-usa.com
www.chartwellsk12.com

Gourmet Gorilla

Jason Weedon, CEO: FSMC, Vendor & Processor
1074 W. Taylor Street, Box 126
Chicago, Il 60607
(877) 219-3663
jason@gorillakids.com
www.gourmetgorilla.com

Metz Culinary Management

Dave Pisarchik, District Manager - Business
Development
2 Woodland Drive
Dallas, PA 18612
(814) 242-6283 / Cell (814) 242-6283
davep@metzcorp.com
www.metzculinary.com

K-12 By Elior

Mark Turner, Director of Business Development
101 N. Tryon St Suite 525
Charlotte, NC 28202
mark.turner@elior-na.com
(704) 576-8734
www.k12byelior.com

CHEF360 Catering

Russell Popham, Corporate Catering Sales Manager
130C Johns Rd
Greer, SC 29650
(864) 525-7666
russell@CHEF360catering.com
www.eatchef360.com

SLA Management, LLC

Brian Albertson
3217 Corrine Drive
Orlando, FL 32803
(407) 740-7677
b.albertson@slamgmt.com
Alt: k.kinninger@slamgmt.com;
j.clifton@slamgmt.com; m.lundy@slamgmt.com
www.slamgmt.com

Sodexo Management Services

Ron Gomez, Director of Business Development
2864 Stackhouse Street
Fort Worth, Tx
(415)760-4559
Ronaldo.gomez@sodexo.com
www.sodexousa.com

Southwest Foodservice Excellence, LLC

Greg Williams
Director of Business Development
(901) 573-3820
greg.williams@sfellc.org
www.sfellc.com

Taher, Inc.

Inda Street, Executive Assistant
5570 Smetana Dr.
Minnetonka, MN 55343
(952) 945-0505
Taher.secretary@taher.com
www.taher.com

The Nutrition Group

Lyle Kerrick, Regional Sales Director
580 Wendel Road, Suite 100
Irwin, PA 15642
(570) 284-4548 / Cell (570) 760-4548
lkerrick@thenutritiongroup.biz
www.thenutritiongroup.biz

Whitsons Culinary Group

Phil Wade, Vice President of Sales
600 Melrose Abbey Lane
Fruit Cove, FL 32259
(904) 727 - 8286
wadep@whitsons.com
www.whitsons.com

- * New Offerors may request inclusion on the South Carolina FSMC List by contacting SCDE Office of Health and Nutrition
- Contract Administration Department.



Global Academy of South Carolina : K-8

Tuition - Free Public School

(864) 765-0004 | Info@gacacademysc.com | www.gacademysc.com

ATTACHMENT # 1

School Year Calendar

2024

August 24						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 24						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 24						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 24						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 24						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Important Dates:

August	
Aug. 19-23	Staff Development
Aug. 26	First Day of School
September	
Sept. 2	No School - Labor Day
October	
Oct. 18	Staff Development
November	
Nov. 27-29	Thanksgiving Break
December/January	
Dec 20	Early Release Day
Dec 23-Jan 3	No School -Winter Break
Jan 20	No School - MLK Day
February	
Feb 14	Staff development/ Make-up day
March	
Mar 14	Staff development/ Make-up day
April	
Apr 7-11	Spring Break
May	
May 26	No School -Memorial Day
June	
June 4-5	Early Release Days
Jun 5	Last Day of School
Jun. 6 & 9	Staff development/ Make-up day
Jun 6	Make-up day

	First/Last day of school
	Make-up day
	Non-student day
	No School day
	Early Release day

June 25						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2025

January 25						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 25						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 25						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 25						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 25						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



Employee Handbook

2023-24

This handbook should be understood as an overview of Global Academy of South Carolina’s policies and procedures. Employment at GASC is “at-will.”

“At-will” is defined as allowing either the employee or the school to terminate the agreement at any time, for any reason that does not violate state or federal law. Employee understands and agrees that nothing in this handbook or school’s policies or other documents shall be construed to alter the “at-will” nature of employee’s employment. Nothing in this handbook or in any policy manual of GASC constitutes or creates a contract of employment, expressed or implied.

Employee Signature

Date

Acknowledgement of this At Will Disclaimer must be signed and returned by each employee.

ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with Global Academy of South Carolina. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Human Resources and the Principal also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by the school is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Global Academy of South Carolina adheres to the policy of employment at will, which permits Global Academy of South Carolina or the employee to end the employment relationship at any time, for any reason that does not violate state or federal law, with or without cause or notice.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Global Academy of South Carolina documents. These Global Academy of South Carolina documents supersede any statement made in this handbook or by any school representative.

This handbook states only general Global Academy of South Carolina guidelines. Global Academy of South Carolina may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified in writing signed by the employee and Principal with Board approval. This handbook supersedes all prior handbooks.

Table of Contents

Section 1 - Governing Principles of Employment.....	1
1-1. Introduction	1
1-2. Equal Employment Opportunity & Disability Accommodation Requests	1
1-3. Non-Harassment	2
1-4. Sexual Harassment	2
1-5. Title IX	3
1-6. Drug-Free and Alcohol-Free Workplace	5
1-7. Workplace Violence Prevention	6
Section 2 - Operational Policies.....	8
2-1. Employee Classifications, Background Checks & Finger Printing	8
2-2. Employment Records	8
2-3. Working Hours and Schedule	9
2-4. Timekeeping Procedures	10
2-5. Overtime	10
2-6. Safe Harbor Policy for Exempt Employees	11
2-7. Your Paycheck	12
2-8. Direct Deposit	12
2-9. Pay Calculations	12
2-10. Stipends	13
2-11. Salary Advances	13
2-12. Performance Review	13
2-13. Certification Renewal	13
2-14. Training	14
2-15. Initial Placement	14
2-16. Job Postings	14
2-17. Substitutes	15
2-18. Policies and Practices	15
2-19. Adjustments for Returning Employees	15
2-20. Degree	16
2-21. Employee Evaluations	16
2-22. Mandatory Reporting of Child Abuse or Neglect	17

2-23. Salaried Employees	20
2-24. Familiarity with Statutes, Rules and Policies	20
Section 3 - Benefits.....	21
3-1. Benefits Overview	21
3-2. Benefits Eligibility	21
3-3. Paid Holidays	22
3-4. Paid Time Off	22
3-5. Family Medical Leave Act (FMLA)	23
3-6. South Carolina Pregnancy Accommodations Act	25
3-7. Workers' Compensation	26
3-8. Jury Duty	26
3-9. Bereavement Leave	26
3-10. Voting Leave	27
3-11. Insurance Programs	27
3-12. Long-Term Disability Benefits	27
3-13. Short Term Disability Benefits	27
3-14. Retirement Plan	27
3-15. Employee Bonuses	28
Section 4 - Leaves of Absence.....	28
4-1. Military Leave	28
4-2. Domestic Violence Leave	28
4-3. Personal Leave of Absence without Pay	29
4-4. Witness Leave	29
Section 5- Accounting and Finance.....	30
5-1. Guidelines for Handling School Funds	30
5-2. Checks	30
5-3. Internal Fund Account	30
5-4. Procedures for Collecting and Safeguarding Money	31
5-5. Purchasing Procedures	31
5-6. Supplies; Expenditures; Obligating the School	31
5-7. Purchase Orders	31
5-8. Tax Exemption	32
5-9. Business Expenses and Reimbursement of Funds	32

by each employee.

5-10. Cafeteria Procedures	32
Section 6 - General Standards of Conduct.....	32
6-1. Workplace Conduct	32
6-2. Political Neutrality	33
6-3. Interaction with Students	34
6-4. Reputation In The Community	35
6-5. Punctuality and Attendance	35
6-6. Use of Communications and Computer Systems	36
6-7. Use of Social Media	37
6-8. Personal and School-Provided Portable Communication Devices	37
6-9. Inspections	39
6-10. Tobacco Free Campus	39
6-11. Personal Visits and Telephone Calls	39
6-12. Solicitation and Distribution	40
6-13. Bulletin Boards	40
6-14. Confidential School Information	40
6-15. Confidentiality & FERPA	40
6-16. Academic Freedom	40
6-17. Conflict of Interest and Business Ethics	41
6-18. Code of Ethics and Principles of Professional Conduct Training	42
6-19. Ethical Standards	42
6-20. Use of Facilities, Equipment and Property, Including Intellectual Property	42
6-21. Health and Safety	43
6-22. Hiring Relatives/Employee Relationships	43
6-23. Employee Dress and Personal Appearance	44
6-24. Publicity/Statements to the Media	44
6-25 Operation of Vehicles	44
6-26. Business Expense Reimbursement	45
6-27. School Property	45
6-28. Dual Employment	45
6-29. Outside Employment	45
6-30. Preparation for Absence	45
6-31. Reporting Requirements	46

6-32. Investigation	46
6-33. Grievances	47
6-34. References	47
6-35. Resignation	48
6-36. Exit Interviews	48
6-37. A Few Closing Words	48
General Handbook Acknowledgment.....	49

Section 1 - Governing Principles of Employment

1-1. Introduction

This handbook is designed to provide information and address questions regarding the Governing Board policies and procedures so that every school employee is able to perform his or her job more effectively.

Every employee must take time to read the handbook. It is important to note that the handbook is both selective and general in its coverage of school policies and procedures. In accordance with Board Policy, each employee is responsible for knowing and complying with the policies of Global Academy of South Carolina.

Since this handbook only summarizes many detailed provisions about employment and benefits and other related matters, the official policies, regulations, and procedures will always govern when questions arise. Nothing in this handbook is intended to create or imply any contract rights.

Vision

Develop, equip, and empower global leaders who make a positive impact in their family, community, and the world.

Motto

Every child matters. Every moment counts.

1-2. Equal Employment Opportunity & Disability Accommodation Requests

Global Academy of South Carolina is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, genetic information (including family medical history), political affiliation, military service, or any other characteristic protected by applicable federal, state or local laws.

Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

Reasonable accommodations will be made for an individual with a medically documented disability who is otherwise qualified for a position unless the accommodation would impose an undue hardship upon the school. If any employee needs assistance to perform their job duties because of a physical or mental condition, they should notify their immediate supervisor for determination of the existence of a qualifying disability and to begin the interactive process and determine next steps.

Global Academy of South Carolina will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on school operations. If an employee wishes to request such religious accommodation, they should notify their immediate supervisor or human resources to determine next steps.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be a violation of this policy, please notify Human Resources by each employee.

Resources.

Note: If your supervisor or next level manager is the person toward whom the complaint is directed you should contact any higher-level manager in your reporting chain. Employees may also notify Human Resources if they are uncomfortable for any reason using the above procedure. Global Academy of South Carolina will not allow any form of retaliation against individuals who raise issues of equal employment opportunity.

If you feel you have been subjected to any such retaliation, report it in the same manner you would report a perceived violation of this policy. To ensure our workplace is free of artificial barriers, violation of this policy, including any improper retaliatory conduct, will lead to discipline, up to and including dismissal.

1-3. Non-Harassment

It is Global Academy of South Carolina's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, genetic information (including family medical history), political affiliation, military service, or any other characteristic protected by applicable federal, state or local laws. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If an employee feels that he or she has been subjected to conduct which violates this policy, he or she should immediately report the matter to Human Resources. If the employee is unable for any reason to contact human resources, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the school principal.

If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, Global Academy of South Carolina will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy.

If an employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy. Violation of this policy, including any improper retaliatory conduct will result in disciplinary action, up to and including separation.

1-4. Sexual Harassment

It is Global Academy of South Carolina's policy to prohibit harassment of any employee by any supervisor, employee, volunteer, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality for employees but to ensure that everyone is free from sexual harassment at our school.

Unwelcome sexual advances, requests for sexual favors, or other sexual conduct, either verbal or physical, constitutes sexual harassment under the following circumstances:

- the harasser requires the employee to submit to the conduct as an explicit or implicit condition of employment, status or promotion;
- the harasser uses the employee's submission to, or rejection of, the conduct as a basis for an employment decision;
- the harassment substantially interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment;
- the employee's submission to, or rejection of, the conduct is the basis for any decision affecting benefits, services, honors, programs or other available activities

An employee who feels that he/she is being harassed should immediately report such incident to the immediate supervisor or if the complaint is against the immediate supervisor, then the next supervisor in the chain of command.

Nothing in school policy requires the employee alleging sexual harassment to present the matter to the person who is the subject of the complaint. The school will promptly and appropriately investigate all complaints of sexual harassment. All complaints will be confidential to the extent possible and to the degree that it doesn't violate our commitment to safety, and only those persons necessary for the investigation and resolution of the complaint will be given information about it.

An employer should provide every employee with a copy of the policy and complaint procedure and redistribute it periodically. The policy and complaint procedure should be written in a way that will be understood by all employees in the employer's workforce. Other measures to ensure effective dissemination of the policy and complaint procedure include posting them in central locations and incorporating them into employee handbooks. Annual training on this complaint procedure is provided during pre-planning, but reach out to HR if you would like a refresher at any time.

If any employee feels they have been subjected to conduct which violates this policy, they should immediately report the matter to their Supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact Human Resources. Note: If your Supervisor or next level Manager is the person toward whom the complaint is directed, you should contact Human Resources

Every report of perceived harassment will be appropriately investigated, and corrective action will be taken where appropriate. Cooperation with any and all investigations is expected by every employee. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, Global Academy of South Carolina will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including dismissal.

1-5. Title IX

Global Academy of South Carolina's Title IX Coordinator and contact information is:

Name: Nataliya Panasiuk

Email: NPanasiuk@gacademysc.com

Mailing Address: 9768 Warren H Abernathy Highway, Spartanburg, SC 29301

Telephone Number: 864-765-0004

Global Academy of South Carolina, as required by Title IX of the Education Amendments of 1972 and its regulations, does not discriminate on the basis of sex in its education programs or activities.

“Sexual harassment” prohibited under Title IX and by this policy *is conduct on the basis of sex*, occurring in a school system education program or activity that satisfies one or more of the following:

1. A school employee conditioning an aid, benefit, or service of an education program or activity on an individual’s participation or refusal to participate in sexual conduct irrespective of whether the conduct is welcomed by the student or other employee;
2. Unwelcome sex-based/related conduct determined by a reasonable person to be so severe, pervasive, **AND** objectively offensive that it effectively denies a person equal access to the education program or activity (this standard requires consideration of all the facts and circumstances, including, but not limited to, the ages and disability statuses of the harasser and victim and the number of individuals involved and their authority; **OR**
0. Sexual assault, dating violence, domestic violence, or stalking as defined in state or federal law.

Behaviors that constitute sexual harassment may include, but are not limited to:

- .Sexually suggestive remarks or jokes;
- .Verbal harassment or abuse;
- .Displaying or distributing sexually suggestive pictures, in whatever form (e.g., drawings, photographs, videos, irrespective of format);
- .Sexually suggestive gesturing, including touching oneself in a sexually suggestive manner in front of others;
- .Harassing or sexually suggestive or offensive messages that are written or electronic;
- .Subtle or direct propositions for sexual favors or activities;
- .Touching of a sexual nature or groping; and
- .Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct.

Sexual harassment may be directed against a particular person or persons, or a group, whether of the opposite sex or the same sex.

The context of behavior can make a difference between conduct falling within the technical definition of Sexual Harassment Under Title IX, and conduct of a sexual nature that is offensive or hostile in itself, but which does not arise to the level within that definition. **School policies prohibit both, but for purposes of its Title IX obligations the School must address reports or complaints of conduct which may constitute sexual harassment as defined above, under the specific, limited scope of the Title IX Policy and Title IX Grievance Process.** Except as used in other laws (e.g., Title VII) or policies pertaining to harassment, including of a sexual nature, other than Title IX sexual harassment, all references to “sexual harassment” in

this policy mean sexual harassment that meets the above definition.

Conduct that satisfies this definition is not sexual harassment for purposes of this policy if the conduct occurred (1) outside the United States or (2) under circumstances in which the school system did not have substantial control over both the harasser/respondent and the context in which the harassment occurred.

Title IX does not preclude the School from continuing any investigation or taking action under other School policies, code of conduct or administrative rules/regulations. In some cases, the School may have an obligation to continue an investigation and proceed under a different policy or mandated process.

1-6. Drug-Free and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Global Academy of South Carolina property, and to ensure efficient operations, Global Academy of South Carolina has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for Global Academy of South Carolina regardless of work location.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual while on Global Academy of South Carolina business (whether or not on Global Academy of South Carolina premises) is strictly prohibited. Employees and other individuals who work for Global Academy of South Carolina also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact an employee's ability to perform his or her job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent an employee is subject to any drug testing requirements, to the extent permitted by and in accordance with applicable law.

Global Academy of South Carolina maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs or jeopardizes the health and safety of any Global Academy of South Carolina employee, including themselves.

Employees and applicants currently engaging in the illegal use of drugs are not protected by the ADA when an employer acts on the basis of such use. Tests for illegal use of drugs are not considered medical examinations and, therefore, are not subject to the ADA's restrictions on medical examinations. Employers may hold individuals who are illegally using drugs and individuals with alcoholism to the same standards of performance as other employees.

Global Academy of South Carolina. may conduct drug and/or alcohol testing under any of the following circumstances:

- **FOR-CAUSE TESTING:** The school may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury may be asked to submit to a drug and/or alcohol test.
*Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

Violation of this policy may result in disciplinary action, up to and including dismissal.

1-7. Workplace Violence Prevention

Global Academy of South Carolina is strongly committed to providing a safe workplace. Employees are expected and encouraged to exercise reasonable judgment in identifying potentially dangerous situations. However, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual.

Global Academy of South Carolina does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. The following list of behaviors provides representative and non-exhaustive examples of conduct that is prohibited:

- Causing physical injury to another person.
- Making threatening remarks.
- Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging employer property or property of another employee.
- Possessing a weapon while on school property or while on school business that does not violate other state or local laws

Any employee determined to have committed such acts will be subject to disciplinary action, up to and including dismissal and/or reporting to the proper authorities. Nonemployees engaged in violent acts on the employer's premises will be reported to the proper authorities.

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of school leadership with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent possible and to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints; however, confidentiality cannot be guaranteed. All threats will be promptly investigated. No employee will be subjected to retaliation, intimidation or disciplinary action as a

result of reporting a threat in good faith under this policy.

If an employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section as well as contacting the proper authorities when warranted. It is important for us to be aware of any potential danger in our offices.

Section 2 - Operational Policies

2-1. Employee Classifications, Background Checks & Finger Printing

For purposes of this handbook, all employees fall within one of the classifications below.

- Full-Time Employees – Employees who regularly work at least 37.5 hours per week who were not hired on a short-term basis.
- Part-Time Employees – Employees who regularly work fewer than 30 hours per week who were not hired on a short-term basis.

Employees who regularly work full time are eligible for health insurance benefits.

In addition to the above classifications, employees are categorized as either "exempt" or "non-exempt" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. The employee will be informed of their exemption status upon hire and/or any subsequent promotion or position change.

Global Academy of South Carolina will ensure that a background and finger printing procedure is completed as required by federal, state, and local law for any school personnel or contractual personnel who are permitted access on school grounds when students are present, as well as those who have direct contact with students or who have access to or control school funds. "Contractual personnel" has been defined as any vendor, individual or entity under contract with the school board.

2-2. Employment Records

In order to obtain their position, employees provided us with personal information, such as address and telephone number. This information is contained in the employee's personnel file.

The employee should keep his or her personnel file up to date by informing the employee's supervisor and Human Resources of any changes. The employee also should inform the employee's supervisor of any specialized training or skills he or she may acquire in the future.

Employees are expected to communicate any changes to their eligibility to work in the United States to Human Resources as soon as they become aware of the change

Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach the employee in a crisis could cause a severe health or safety risk or other significant problem.

Personnel records shall be maintained in accordance with State and Federal Laws. The following records for each employee shall be maintained in a secure file:

- Evidence of successful completion of required education
- Teaching Certification or Licensing Documentation
- Employee assessments
- Signed Employment Agreement
- Tax Withholding allowance certificate (W-4)
- Copy of Social Security Card
- Benefits enrollment documentation

- Background /Fingerprinting verification documentation
- Letters of reprimand and information regarding any disciplinary action taken
- Employment Eligibility Verification (I-9 Form)
- Arrest and Conviction Record
- Signed Acknowledgement of Employee Handbook
- TB Clearance Form (if applicable)

It is the responsibility of the employee to obtain and submit these documents.

It is the responsibility of each employee to self-report any new criminal charges or motor vehicle violations including alcohol or drugs on the next working day following the charge. Employees must also self-report any conviction of a crime or guilty plea on the next working day following the conviction or entry of the guilty plea.

Personnel records shall be open for inspection and copying consistent with South Carolina local, state, and federal laws. Social Security numbers will not be disclosed to the public. The following payroll deductions are not open to the public: credit union cards, W-4's, tax shelter information, tax levy, court records.

2-3. Working Hours and Schedule

Global Academy of South Carolina is generally open for business from 7:45am to 4:15pm, Monday through Friday. School operations and scheduling may begin earlier in the day or end after those hours. Individual employees may be assigned a different work schedule and will be expected to begin and end work according to their specific schedule to accommodate the needs of the school.

There are activities in addition to a regular workday in which some employees, typically exempt employees, are required to participate in, which may include, but are not limited to, the following:

- a. Teacher or administrator-scheduled parent/student/teacher conferences.
- b. Student Orientation
- c. Open House
- d. Promotion/Graduation ceremony program(s)
- e. Evening events (e.g., school performance, math competition, spelling bee, etc.)
- f. A minimum of one off-campus or two on-campus activities
- g. Student IEP/ESOP support meetings.

Full time, nonexempt employees will be assigned no more than 40 hours per week without specific written authorization from the Principal or her designee.

2-4. Timekeeping Procedures

Non-exempt and hourly employees must record their actual time worked for payroll and benefit purposes. Non-exempt and hourly employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

A non-exempt employee must record when they are done working, even if they remain on campus to attend non-work events such as sporting events, plays, or other events that they are not working. Altering, falsifying, or tampering with time records is prohibited and subjects the employee to discipline, up to and including dismissal.

Exempt employees are required to report half or full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to their principal, who will attempt to correct legitimate errors.

2-5. Overtime

A. Overtime Calculation. Global Academy of South Carolina calculates overtime in accordance with The Federal Labor Standards Act (FLSA). For employees classified as non-exempt, time taken as paid time off or non-worked paid holiday hours are not used for the purpose of calculating overtime. Only actual hours worked are considered for overtime purposes. For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Sunday and ends 168 hours later at 12 a.m. on the following Sunday.

B. An Employee May Be Required to Work Overtime. The employee's supervisor or Principal/Principal's designee will inform employees of their Work Schedule, including any overtime hours that the employee may be required to work beyond the customary 40-hour workweek. Written authorization by the supervisor, Principal, or Principal's designee may require overtime. Employees must work overtime as reasonably required by the appropriate written authorization.

C. Work Schedules May Be Adjusted to Avoid Overtime. Supervisors should minimize overtime. A supervisor may adjust an employee's work schedule temporarily within a workweek to avoid overtime or to ensure successful completion of job responsibilities. Or, if an employee will reasonably be required to perform work outside of normal business hours, management may reduce the employee's scheduled work hours during normal business hours on an on-going basis so that the employee can perform work outside of normal business hours and not work in excess of a 40-hour workweek.

D. Weekends, Holidays, Scheduled Days Off. The FLSA does not require overtime pay for work on Saturdays, Sundays, holidays, or regular days of rest, unless working such days causes the employee to work in excess of 40-hours.

E. Overtime Must Be Pre-Approved; Guidance on Working After Hours. Non-exempt employees are not permitted to work any overtime hours without the prior written approval of his or her supervisor, Principal, or Principal's designee, unless the employee's regular Work Schedule is more than 40 hours. Approval to work overtime should be confirmed by the school Principal. Overtime hours shall not be approved except where required by exigent circumstances or significant business necessity. Non-exempt employees may not start work until their scheduled starting time.

Although the FLSA requires that hourly and non-exempt employees be paid for all hours worked whether preapproved or not, failure of an employee to obtain preapproval of overtime is considered a violation of the school policy and will be addressed through the school's conduct and disciplinary process.

2-6. Safe Harbor Policy for Exempt Employees

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Employees classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for Global Academy of South Carolina. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- Half or Full-day absences for personal reasons
- Half or Full-day absences for sickness or disability
- Half or Full-day disciplinary suspensions for infractions of our written policies and procedures
- Family and Medical Leave absences (either full- or partial-day absences)
- To offset amounts received as payment from the court for jury and witness fees or from the military as military pay
- The first or last week of employment in the event the employee works less than a full week
- Any full work week in which the employee does not perform any work

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability
- An absence because the employer has decided to close a facility on a scheduled work day
- Absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above)
- Any other deductions prohibited by state or federal law.

However, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability in accordance with Global Academy of South Carolina's policy.

If the employee believes he or she has been subject to any improper deductions, the employee should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), he or she should immediately contact the Director of Payroll, Human Resources or Principal. Re-imbursement for any improper deduction will be

made within a reasonable time frame. Global Academy of South Carolina will continue with its good faith commitment to its policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws.

2-7. Your Paycheck

The employee will be paid bi-weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, Global Academy of South Carolina is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received. Benefits required by law such as workers' compensation insurance and Social Security take effect immediately".

If there is an error in an employee's pay, the employee should bring the matter to the attention of the Finance/Business Manager immediately so Global Academy of South Carolina can resolve the matter quickly and amicably.

2-8. Direct Deposit

Global Academy of South Carolina strongly encourages employees to use direct deposit. Authorization forms are available from the Finance/Business Manager or Human Resources. In the event that a regularly scheduled payday falls on a day off, such as a weekend or holiday, employees will receive direct deposit on the regularly scheduled payday.

2-9. Pay Calculations

Salaried employees of the organization shall be paid year round, even though the services the employee provides to the organization is less than a full year. In order to clarify the calculations and methodology used by the organization, the Governing Board shall adopt a "Salary Schedule Manual" identifying the specific formulas to be used when calculating employee amounts. This compensation manual will take into account the following policies:

Calendar Work Days

Each year the Principal shall ensure a calendar is created specifically identifying the number of days service will be rendered for all salaried employees. This calendar should identify all of the paid versus unpaid days for each employee class.

Pay Periods

The organization shall pay employees semi-monthly, resulting in a total of 24 pay periods per year. The actual amount each employee will be paid for the fiscal year will be divided by the remaining pay periods that year.

Salary Employees Daily Rates

The Principal shall ensure that a daily rate is calculated and communicated to each employee. The formula to calculate the daily rate will be based on their annual salary divided by the number of days in their employment agreement. The daily rate shall be used to calculate the actual amount each employee earns for services provided to the school in the event the employee leaves the organization prior to the end of the school year or is required to take unpaid leave.

Hourly Employees

Hourly rates will be set by the Governing Board of the school and in accordance with state and federal law.

Initial Compensation

Hourly employees shall be offered a specific hourly rate based on the rates paid to similar employees at other local schools.

2-10. Stipends

An employee's placement on the salary schedule shall constitute the employee's base pay. In addition to the base pay, the Governing Board may annually approve stipends to be paid to employees, which are annual additions to the base salary for specific qualifications or duties. The supplement does not become part of the employee's continuing base salary. A schedule of possible supplements will be considered by the Governing Board in the establishment of the Salary Schedule and Budget.

2-11. Salary Advances

Global Academy of South Carolina does not permit advances on paychecks or against accrued paid time off.

2-12. Performance Review

Depending on the employee's position and classification, Global Academy of South Carolina endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion, continued employment, or an at will agreement for the following school year. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of the Principal.

In addition to these formal performance evaluations, Global Academy of South Carolina encourages employees and supervisors to discuss job performance on a frequent and ongoing basis. Performance of all employees is generally evaluated according to an ongoing 12-month cycle, beginning at the fiscal-year end. Each employee will be evaluated once a year.

2-13. Certification Renewal

Professional staff members are required to maintain their state educator certification in accordance with South Carolina regulations. Staff members are responsible for the completion and submission of all applicable forms and fees for the certification renewals. Once a professional staff member has renewed their certification, they must provide a copy of the certification to their supervisor and Human Resources.

2-14. Training

New employee orientation training shall include a component on the harassment policy including Title IX policy and procedures. All administrators are responsible for assuring that their staff members are familiar with the policies on harassment and that new employees are oriented as necessary throughout each school year. As part of the review of the Code of Student conduct at the beginning of the school year, the harassment policy including Title IX policy and

procedures will be discussed in student classes, school advisory councils, and parent and teacher associations. Students enrolled after the beginning of the school year will be provided a copy of the Code of Student conduct and advised of this policy. All Global Academy of South Carolina employees must additionally attend an annual awareness training at least one week before the start of each school year designed to assist those in education to better understand the warning signs of sexual abuse and the steps to report incidents or suspicions.

2-15. Initial Placement

The Governing Board will annually establish a starting salary and incremental amount based upon criteria established by the board for determining the initial placement of new employees on the salary schedule. This approval will be conducted as part of the development of the Budget. The initial placement will be based on the employee's qualifications as of their first day of work.

2-16. Job Postings

Global Academy of South Carolina is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in place for all employees. To be eligible to apply for an open position, employees must meet several requirements: Global Academy of South Carolina also encourages employees to refer qualified outside applicants for posted jobs. An employee should submit the referral's resume and/or completed application form to the Principal for a posted job opening.

- Should be a current, regular, full-time or part-time employee
- Been in your current position for at least six months
- Maintain a performance rating of satisfactory or above
- Should not be on an employee conduct/performance-related probation or warning
- Must meet the job qualifications listed on the job posting
- Required to provide the employee's supervisor with notice prior to applying for the position

If the employee finds a position of interest on the job posting website and meets the eligibility requirements, an on-line job posting application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. Global Academy of South Carolina reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program, please contact the Human Resources Department.

2-17. Substitutes

The organization will utilize only qualified substitutes for all employee groups. The Principal or designee will develop procedures for reporting absences, assigning substitutes and developing a substitute compensation plan.

Substitute teachers shall meet all legal requirements for substitute teachers. The rate of compensation shall be according to the annual school budget approved by the Governing Board. Records shall be kept by the Principal concerning the number of days taught by substitutes and the amount of funds expended. The Governing Board shall be informed

concerning this data at periodic intervals.

Staff members who require substitutes are responsible for submitting the request to the Principal or whomever the Principal designates for substitute coordination.

2-18. Policies and Practices

Global Academy of South Carolina strives to maintain the highest standards of business ethics. All matters in which a possible conflict of interest may exist for an employee shall be handled in accordance with the South Carolina State Ethics Commission Rules of Conduct, which are set forth by statute at S.C. Code Ann. § 8-13-700 *et seq* .Employees are required to avoid any situation that involves or appears to involve conflict of interest or use of proprietary information. Compliance with these policies will help ensure a more efficient, productive, and pleasant atmosphere for you, your co-workers, and our students. Employees are expected to rely on their judgment when evaluating situations and to seek the advice of management or Human Resources for clarification. Acknowledgment of and compliance with these guidelines is a condition of employment with the School.

2-19. Adjustments for Returning Employees

Employees returning to the school pursuant to a one year at-will agreement after having completed an annual evaluation with the school the immediate previous school year will receive adjustments in accordance with the amounts established by the Governing Board. The annual amounts are subject to change based on the annual budget, and shall only apply to the employee's Base Salary, not to any stipend the employee receives. The adjustments shall be calculated as follows:

Highly Effective Employees having received a "Highly Effective" rating as part of their annual evaluation the immediate previous school year shall receive the highest possible annual salary adjustment, as defined by the Governing Board.

Effective Employees having received an "Effective" rating as part of their annual evaluation the immediate past shall receive an adjustment equal to 50 percent of the adjustments awarded to the Highly Effective Employees.

Other Rankings Employees not receiving either Highly Effective or Effective the immediate past school year will not be eligible for a performance adjustment and will only be given the cost of living adjustment if one is established by the Governing Board.

2-20. Degree

A degree utilized for salary purposes must have been awarded by an institution, which was accredited at the time the degree was awarded or must have been validated by an accredited institution as covered under Department of Education procedures for implementation of applicable State Board Rule. It is the employee's responsibility to provide all applicable transcripts.

2-21. Employee Evaluations

Intent

It is the intent of the organization that assessments of personnel be used for two reasons: 1) Determining the suitability for determining execution of annual at-will employment agreements; and 2) Method of assisting staff in their professional development to best impact the education

of students and operation of the school. The organization acknowledges and agrees to follow all legal requirements as set forth in South Carolina law and regulations as they apply to charter schools.

Evaluation System

Professional Staff Members

The performance evaluation for instructional personnel will be in compliance with SC State Statute and be based upon sound educational principles and contemporary research in effective educational practices. The evaluation criteria will include:

Performance of students. Performance evaluation must be based upon data and indicators of student performance which includes growth or achievement data of the teacher's students or, for a school administrator, the students attending the school over the course of at least 3 years. If less than 3 years of data are available, the years for which data are available must be used. The proportion of growth or achievement data may be determined by instructional assignment.

Instructional practice. For instructional personnel, part of the performance evaluation must be based upon instructional practice. Evaluation criteria used when annually observing classroom teachers, excluding substitute teachers, must include indicators based upon each of the SC Educator Accomplished Practices adopted by the State Board of Education.

Other Performance Indicators. Other performance indicators may include, but is not limited to, professional and job responsibilities as those recommended by the State Board of Education and/or identified by the approved plan, peer reviews, objectively reliable survey information from students and parents based on teaching practices that are consistently associated with higher student achievement, and other valid and reliable measures of instructional practice.

In addition to the above, the classroom walk-through program will be implemented frequently to provide constructive feedback. Instructional strategies, classroom management skills, and engagement of all learners in the classroom will also be observed and teacher performance will be evaluated as a means to inform instruction and provide for professional growth opportunities.

The Principal and/or AP will evaluate school's instructional personnel based on both formal and informal processes that include regular observations of teachers during classroom instruction, working with students to support their online learning and meeting with families, and during professional development sessions. The Principal will conduct regular discussions with teachers about their progress in meeting goals and conduct a formal assessment and evaluation, in which teachers must meet the Standards of the Teaching Profession.

The school will use the ADEPT model for staff evaluation. Should this tool become obsolete during the term of this application, the Governing Board will select a tool that complies with all state and federal guidelines. The school will hire academic coaches as described in the leadership section of this application to assist teachers in their profession so that they will have the best opportunity to earn the most positive evaluation.

Support Staff Members

The Principal will develop and implement an evaluation matrix and form to be used for the evaluation of all support staff members which will provide feedback and guidance to support staff in alignment with the intent of this policy.

Performance Indicators

The final result of the evaluation system will result in one of the following annual performance levels:

- Highly Effective
- Effective
- Needs Improvement (or for employees in their first three years of employment 'Developing')
- Unsatisfactory

Annual Evaluation

Each staff member will receive a written annual evaluation each year, and the evaluation shall be presented to the employee by the last day of school of each year.

- Miscellaneous. Following the completion of the evaluation, the supervisor shall meet with the employee to discuss the evaluation. Employees may provide a written response to the evaluation as a permanent attachment to the evaluation. Employees will be expected to sign the evaluation; however, the signature does not necessarily indicate consent with the findings, only that the employee has received a copy of the evaluation. If the employee refuses to sign the document, the supervisor shall provide a written amendment documenting the date the evaluation was discussed with the employee and that the employee refused to sign the document acknowledging its receipt.
- Unsatisfactory Evaluations. If an employee has received an unsatisfactory performance assessment or concerns exist throughout the year such as following a formal observation, the supervisor shall confer with the employee and shall make specific recommendations for actions the supervisor believes should result in improvement. The supervisor and employee shall develop a plan, which will be shared with the Principal. The plan shall include a prescribed period of time in which the corrective actions must be completed. 2-26. Child Abuse Reporting Procedure

2-22. Mandatory Reporting of Child Abuse or Neglect

South Carolina law requires that certain professionals report suspected cases of child abuse or neglect because they have unique opportunities to observe and interact with children, including the following educational professionals: teachers, teacher assistants, coaches, counselors, principals, and school attendance officers. Any employee of Global Academy of South Carolina who is a mandatory reporter as identified above or defined by S.C. Code Section 63-7-310 is required to make a report to the Spartanburg County Sheriff's Department or the Department of Social Services in the county in which the child resides. As a courtesy, the Global Academy of South Carolina employee should also immediately notify his or her direct supervisor and/or the Principal of such allegations.

When to Report

Mandated reporters must report abuse or neglect when, in their professional capacity, they receive information giving them reason to believe that a child's physical or mental health has been, or may be, adversely affected by abuse or neglect. A decision to report must be based upon a reasonable belief that a child has been, or may be, abused or neglected. Thus, mandatory reporters need not have conclusive proof that a child has been abused or neglected prior to reporting abuse or neglect to the proper authorities.

Where to Report

Whether a mandatory reporter makes the report to DSS or to law enforcement depends upon

the identity of the alleged perpetrator of the abuse or neglect. **When the alleged perpetrator of the abuse or neglect is the child's parent, guardian, or a person responsible for the child's welfare, mandated reporters must report to DSS office or to Law Enforcement in the county where the child resides or is found.**

How to Report Abuse or Neglect

To report suspected child abuse or neglect, **contact the SCDSS 24-hour, toll-free hotline at 1-888-CARE4US or 1-888-227-3487.** This hotline is available 24 hours a day, 7 days a week. Intake staff will assist the person making the report and assess the information provided to determine if an investigation is necessary.

When the alleged perpetrator of the abuse or neglect is not the child's parent, guardian, or other person responsible for the child's welfare, the law requires that a report be made to law enforcement. All law enforcement officers are authorized to place a child in Emergency Protective Custody if the child might be in imminent and substantial danger. However, only the law enforcement agency with jurisdiction where the incident occurred has the authority to conduct an investigation. Mandated reporters who suspect that a child has died as a result of abuse or neglect are required to report to the appropriate medical examiner or coroner.

Contact 911 immediately if the situation is a life-threatening emergency. An emergency is a situation where a child appears to face an immediate risk of abuse or neglect that could result in death or serious harm.

The failure to report a case for which a person has reasonable cause to believe that abuse or neglect exists is a misdemeanor punishable by South Carolina law up to six months in prison and/or fine up to \$500.

Failure to report may result in disciplinary action up to and including dismissal.

The administrator will assist the employee to ensure compliance with the policy. Reasonable action shall be taken to safeguard the child while on School property who is alleged to have been abused, abandoned or neglected.

When an allegation of abuse of a minor is made against a member of the faculty, staff, or volunteer, the individual may be placed on administrative leave or otherwise prohibited from school premises pending the results of an investigation. When an allegation is made against a member of the student body, that student may be placed on an interim suspension pending the results of an investigation in accordance with any applicable requirements of Title IX.

Signs of Physical Abuse

The child may have unexplained:

- bruises, welts, cuts, or other injuries
- broken bones
- burns

A child experiencing physical abuse may:

- seem withdrawn or depressed

- seem afraid to go home or may run away
- shy away from physical contact
- be aggressive
- wear inappropriate clothing to hide injuries

Signs of Sexual Abuse

The child may have:

- torn, stained or bloody underwear
- trouble walking or sitting
- pain or itching in genital area
- a sexually transmitted disease

A child experiencing sexual abuse may:

- have unusual knowledge of sex or act seductively
- fear a particular person
- seem withdrawn or depressed
- gain or lose weight suddenly
- shy away from physical contact
- run away from home

Signs of Neglect

The child may have:

- unattended medical needs
- little or no supervision at home
- poor hygiene
- appear underweight

A child experiencing neglect may:

- be frequently tired or hungry
- steal food
- appear overly needy for adult attention

Look for the Patterns

- Serious abuse usually involves a combination of factors. While a single sign may not be significant, a pattern of physical or behavioral signs is a serious indicator and should be reported.
- If a child tells YOU about abuse:
 - Be a good listener. Show that you understand and believe what the child tells you. Encourage, but don't pressure him/her to talk. Ask open-ended questions.
 - Be supportive. Tell the child he/she did the right thing by coming to you. Stress that he/she is not to blame. Let the child know that you want to help.

- Don't overreact. This can frighten the child or prevent him/her from telling you more. Do not talk negatively about the suspected abuser in front of the child.
- Document and report it. Document your conversation as soon as you can. If possible, write down the child's exact words.
- Don't delay. Never assume someone else will report the abuse. The sooner it's reported, the sooner the child and their family can be helped.

Reporting Misconduct

Possible penalties for instructional personnel or site administrators who fail to report misconduct may include:

- Written Reprimand
- Suspension with or without pay
- Termination of employment
- Discipline/Sanctions on an educator's certificate

Call or Report it

2-23. Salaried Employees

Instructional and administrative staff members shall be salaried (exempt) employees. Annually the Governing Board will evaluate the salary schedule to make necessary adjustments that are in alignment with the state and federal law and the organization's budget.

2-24. Familiarity with Statutes, Rules and Policies

All instructional personnel are expected to be familiar with South Carolina Statutes, State Board of Education Regulations, and Policies of the School, which have particular reference to their responsibilities as educators. When in doubt about the existence or applicability of any such statute, rule or policy, personnel should check with the Principal. The South Carolina Charter Schools Act, is codified at S.C. Code Sections 59-40-10 through 59-40-240. The South Carolina Department of Education website may be a helpful resource.

Section 3 - Benefits

3-1. Benefits Overview

In addition to good working conditions and competitive pay, it is Global Academy of South Carolina's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Global Academy of South Carolina provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Office Manager. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, Global Academy of South Carolina (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While Global Academy of South Carolina intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Office Manager.

3-2. Benefits Eligibility

Regular employees who work at least thirty seven and a half (37.5) hours per week including job-share employees are eligible for benefits, per individual at will agreements.

Initial Enrollment: Enrollment and change forms are due in the office within thirty (30) calendar days of hire or change of eligibility status. Enrollment becomes effective on the hiring date.

Open Enrollment: The Board provides an annual open enrollment period during which an employee may add, cancel, or change coverage.

Organizational Contribution

The organization contributes toward the cost of certain employee benefits each pay period during the school year in which a paycheck is earned. Organizational contribution amounts vary and are determined by the Board no less than annually.

Termination of Coverage

Insurance coverage ends the last day of the month in which an employee's employment terminates or no longer meets eligibility requirements.

3-3. Paid Holidays

When holidays fall or are celebrated on a regular workday, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in lieu of the vacation day requested.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in lieu of the leave day, which will not count toward the total leave time available to the employee.

3-4. Paid Time Off

To request PTO, employees must complete a Request for Leave and submit to the Principal. For foreseeable leaves, employees are required to notify the Principal in writing at least thirty (30) days in advance of their intent to take PTO and obtain approval from the Principal for the time off. There may be occasions that are unforeseeable, such as sudden illness, when an employee cannot notify the Principal in advance. In those situations, the employee must notify the Principal as soon as possible. Employees who are absent for more than three (3) consecutive, scheduled work days may be required to present a doctor's note or other documentation substantiating the employee's leave. PTO requests for vacation, for periods of more than five (5) consecutive, scheduled work days may not be approved.

Global Academy of South Carolina provides 10 personal/sick days total with pay to eligible full-time employees. Blackout policy applies to state approved window for state testing, including:

- One week prior to the first day of testing;
- During the scheduled two-week window for testing;
- One week after the last day of testing.
- Two school days before and after Thanksgiving break, Winter Break, or Spring Break

Any callouts during the blackout window will not be paid. Instead, the pay rate budgeted for the full time classroom teachers who call out will be divided and paid as a stipend to the teachers who covered the class of the absent teacher.

5 Days or 40 hours of the PTO amount is loaded on the first day of the Fall Semester and the remaining 5 Days or 40 hours is loaded on the first day of the Fall the Spring Semester.

New employees may not use PTO until after 24 days of continuous employment.

No vacation days will be approved for the two weeks before School opens, for the first two weeks of the school year for students or the last two weeks of the school year for students. No sick or vacation days will be approved during state approved window for state testing.

If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided within 3 days verifying the illness or injury and its expected date of resolution.

Employees cannot use more PTO than they have earned. Employees who have depleted all of their PTO days and need additional time off due to medical or health reasons should contact Human Resources to discuss whether the employee is entitled to any unpaid leave under the School's FMLA policy, or other policy, or applicable law.

If an exempt or non-exempt employee takes a PTO day without having any PTO days available for use, the day will be deducted from the next paycheck. Use of PTO days without having one available is subject to discipline up to and including separation.

Employees are encouraged to use their PTO time during the fiscal year in which it accrues (July 1 – June 30), however, up to sixty-four (64) hours or 8 days of accrued but unused PTO time may be carried forward to the following fiscal year if the employee and school execute an at will agreement for that school year.

At the end of each employment agreement term, Global Academy of South Carolina employees who fulfill their agreement term may elect to receive compensation for fifty percent (50%) of the unused PTO days earned by such employee. In all cases, payment for such unused PTO days shall be calculated in accordance with the employee's then-current rate and paid with the employee's last paycheck from Global Academy of South Carolina.

Employees whose contract is for >190 days will also be eligible for paid Vacation time which does not roll over and will not be paid out upon termination. Employees whose contract is for 11-months or 210 days will be eligible for 5 vacation days or 40 hours at the start of their agreement and employees whose agreement is for 12-months or 220+ days will be eligible for 10 vacation days or 80 hours.

3-5. Family Medical Leave Act (FMLA)

Eligible Employee

Any employee who has worked at Global Academy of South Carolina for at least twelve (12) months or fifty-two (52) weeks for at least 1250 hours is eligible for FMLA leave.

Reasons for Leave

To qualify as FMLA leave under this policy, the leave must be for one of the reasons listed below:

- The birth of a child and in order to care for that child (applies to both mothers and fathers).
- The placement of a child for adoption or foster care and to care for the newly placed child (applies to both mothers and fathers).
- To care for a spouse, child or parent with a serious health condition.
- The serious health condition of the employee.
- Qualifying exigency leave for families of members of the National Guard or Reserve or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.
- To care for a covered service member with a serious injury or illness if the employee is

the spouse, son, daughter, parent, or next of kin of the covered service member.

Leave Entitlement

An eligible employee is entitled to take up to a total of twelve (12) weeks of unpaid FMLA leave in a 12-month period, to be measured on a rolling 12-month basis from the commencement date the employee uses FMLA leave. An eligible employee taking leave under Section (2)(f) shall be permitted to take up to 26 workweeks of leave in a twelve (12) month period.

Use of Leave

The employee may take FMLA leave consecutively, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for a covered service member with a serious injury or illness pursuant to Section (2)(f) above).

Requesting FMLA Leave

Employees needing FMLA leave must attempt when reasonable to schedule their leave so as to minimize disruption to Global Academy of South Carolina's operations. All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the Principal. When the need for the leave is foreseeable, the employee must provide the employer with at least thirty (30) days' notice. When an employee becomes aware of a need for FMLA leave less than thirty (30) days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day.

Notice of Rights

Within five (5) business days after an employee requests leave that may qualify as FMLA leave, Global Academy of South Carolina will provide the employee with the Department of Labor Notice of Eligibility and Rights.

Certification

Global Academy of South Carolina may request that employees requesting FMLA leave pursuant to Sections (2)(c) through (2)(f) provide certification of the need for the FMLA leave using one of the proper Department of Labor certification forms. The employee must respond to a request for certification within fifteen (15) days of the request or provide a reasonable explanation for the delay. Within five (5) business days after the employee has submitted the appropriate certification form, Global Academy of South Carolina will complete and provide the employee with a written response to the employee's request for FMLA leave using the Department of Labor Designation Notice.

Paid Leave

Employees are required to use any accrued paid sick and personal leave concurrently with FMLA leave. Any such paid leave taken will be counted toward the allowable twelve (12) weeks of FMLA leave.

Maintenance of Group Medical Insurance

While an employee is on leave, Global Academy of South Carolina will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company may require the employee to reimburse the company the amount it paid for the employee's health insurance

premium during the leave period. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium.

Job Restoration

Upon return from FMLA leave, an employee shall be restored to the same or an equivalent position. An equivalent position is one that is virtually identical as far as pay, benefits, and other working terms and conditions, and must involve the same or substantially similar duties and responsibilities. An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from a health care provider stating that the employee is able to resume work.

3-6. South Carolina Pregnancy Accommodations Act

Pursuant to the South Carolina Pregnancy Accommodations Act, employees of Global Academy of South Carolina have the right to be free from discrimination for medical needs arising from pregnancy, childbirth, or other related medical conditions as well as from retaliation for complaining about discrimination, requesting an accommodation, or participating in a discrimination investigation. Furthermore, women affected by pregnancy, childbirth or related medical conditions will be treated the same for all employment-related purposes, including receipt of benefits under fringe benefit programs.

Global Academy of South Carolina provides reasonable accommodations to employees for pregnancy and related medical conditions, including lactation, and will provide accommodations of the same type and manner as it would for other employees or classes of employees requiring reasonable accommodation for nonpregnancy-related conditions. Specific examples of accommodations that can be provided, include but are not limited to, the following:

- Providing more frequent or longer break periods.
- Providing more frequent bathroom breaks.
- Providing a private place, other than a bathroom stall, for the purpose of expressing milk provided Global Academy of South Carolina shall not be required to construct a permanent, dedicated space for expressing milk.
- Modifying food or drink policies.
- Providing seating or allowing the employee to sit more frequently if the job requires the employee to stand.
- Providing assistance with manual labor and limits on lifting.
- Temporarily transferring the employee to a less strenuous or hazardous vacant position, if qualified.
- Providing job restructuring or light duty, if available.
- Acquiring or modifying equipment or devices necessary for performing.

Undue Hardship: Global Academy of South Carolina is not required to make accommodations if the accommodation would impose an undue hardship on the operation of Global Academy of South Carolina. An undue hardship is an action requiring significant difficulty or expense when compared to the size, resources, nature and structure of the employer's operation.

. Please consult the Human Resources Department if you have questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under

this policy.

3-7. Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their Supervisor. Failure to follow Global Academy of South Carolina procedures may affect the ability of the employee to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

3-8. Jury Duty

Global Academy of South Carolina realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep the school informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for the school, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for Global Academy of South Carolina during such week.

3-9. Bereavement Leave

An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor as soon as possible. If an employee leaves work early on the day he or she is notified of the death, that day will not count as bereavement leave.

In addition to bereavement leave, an employee may, with the Principal's approval, use any available PTO for additional approved time off as necessary. Employees may be required to provide documentation with regard to their bereavement leave.

Bereavement pay is calculated based on the base pay rate at the time of absence.

Paid bereavement leave will be granted according to the following schedule:

- Employees are allowed up to three consecutive or non-consecutive days off within a reasonable period from regularly scheduled duty with regular pay in the event of the death of the employee's spouse, domestic partner, child, stepchild, parent, stepparent, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, brother, sister, stepbrother, stepsister, or an adult who stood in loco parentis to the employee during childhood.
- Employees who are designated as power of attorney are allowed up to five consecutive days off from regularly scheduled duty with regular pay in the event of death.

- Employees are allowed one day off from regular scheduled duty with regular pay in the event of death of the employee's brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchild or spouse's grandparent.
- Employees are allowed up to four hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the company, provided such absence from duty will not interfere with normal operations of the company.

3-10. Voting Leave

In the event an employee does not have sufficient time outside of working hours to vote in a nationwide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, your Supervisor should be notified at least two days prior to the voting day.

3-11. Insurance Programs

Full-time employees may participate in Global Academy of South Carolina's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves.

Upon becoming eligible to participate in these plans, you will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Please contact Human Resources if you have questions.

3-12. Long-Term Disability Benefits

Full-time employees are eligible to participate in the Long-Term Disability plan, subject to all terms and conditions of the agreement between Global Academy of South Carolina, Inc. and the insurance carrier.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

3-13. Short Term Disability Benefits

Full-time employees are eligible to participate in the Short-Term Disability plan, subject to all terms and conditions of the agreement between Global Academy of South Carolina and the insurance carrier.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

3-14. Retirement Plan

Eligible employees are able to participate in Global Academy of South Carolina's retirement plan. Plan participants may make pre- tax or Roth contributions to a retirement account.

Upon becoming eligible to participate in this plan, the employee will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Please contact Human Resources with any questions.

3-15. Employee Bonuses

The Governing Board may from time to time elect to assign employee bonuses if the annual budget allows for such bonuses and in compliance with South Carolina law. All bonuses must be approved by the Governing Board and be applied uniformly amongst employees of similar employee categories.

Section 4 - Leaves of Absence

4-1. Military Leave

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage while employees are away.

4-2. Domestic Violence Leave

An employee who has worked for Global Academy of South Carolina, Inc. for at least three (3) months may be granted up to three (3) days of unpaid leave in any 12-month period if the employee or a family or household member of an employee is the victim of domestic violence. Employee may use paid time off for those days.

Leave may be used to:

- Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence;
- Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- Make their home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- Seek legal assistance in addressing issues arising from the act of domestic violence.

"Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Except in cases of imminent danger to the health or safety of an employee or his or her family or household member, three (3) days advance notice of the need for leave is required. Sufficient documentation of the act of domestic violence, such as a restraining order, police report or order to appear in court, is also required. Requests for leave and documents in connection with this leave will be kept confidential to the extent permitted by law.

4-3. Personal Leave of Absence without Pay

All unpaid leave must be approved by the Principal. Should a situation arise that temporarily prevents an employee from working, he/she may be eligible for a personal leave of absence without pay not to exceed 12 continuous weeks. However, employees must be employed for the 12 months prior to the requested leave. Any request for a leave of absence without pay must be submitted in writing as far in advance as possible, and it will be reviewed on a case-by-case basis by the Principal. The decision to approve or disapprove is based on the educational requirements of the students, the business needs of the school, the length of time requested, the employee's job performance and attendance and punctuality record, the reason for the leave, the impact employee's absence will have on the work in the department, and the expectation that the employee will return to work when the leave expires. Leaves of absence will be considered only after all PTO leave has been exhausted.

Any planned salary increases for an employee returning from an unpaid leave of absence without pay will be deferred by the length of the leave, unless subject to federal or local law.

Due to the nature of of a public charter school entrusted with educating the students of South Carolina, the school cannot guarantee either that an employee's job will remain available or that a comparable position will exist when return from an unpaid leave is sought. When an employee is ready to return from a leave of absence without pay, the organization will attempt to reinstate the employee to his/her former position or to one with similar responsibilities. If the position or a similar position is not available, the organization will search for a suitable position for 30 days from the date the unpaid leave was to officially end. The employee will not be paid for this time. If the employee has not been placed by the end of this period, he/she will be administratively terminated.

An employee who returns to work following an unpaid leave will be considered as having continuous service. If an employee does not return from an unpaid leave of absence without pay, the termination date is the last day of the authorized leave period or the date the employee notifies the Principal that he or she is not returning, whichever is earlier. Employees who have been administratively terminated pursuant to this paragraph may be considered for reemployment.

4-4. Witness Leave

You may be absent from assigned duties and may receive your regular salary, plus any witness fees, while serving as a witness in any court case or other legal or administrative proceeding under the following conditions.

- You have been Subpoenaed by the court or agency having subpoena powers.
- You would need to submit a copy of the Subpoena or letter from either attorney in the case to your supervisor.

In the event you are excused from further attendance by the court, you shall return to your place of assignment as soon as possible. Leave forms are to show an adjustment. Global Academy of South Carolina will provide up to 24 hours of witness leave.

Section 5- Accounting and Finance

5-1. Guidelines for Handling School Funds

As a teacher and/or sponsor of a particular extracurricular school club or activity, it may be necessary for you to collect and receive money from students in your classes or extracurricular club/activity.

Before any money is solicited from students or parents, administration must give formal approval of the activity.

The following are the School's policies that must be adhered to when handling these monies:

1. Written receipts should be prepared in duplicate and a copy issued to the individual from whom monies over \$5.00 are received.
2. Teachers and sponsors are responsible for keeping duplicate receipt copies and turning them in to the Principal or designee when funds are submitted for deposit. Receipts should be accurate and filled out completed (name, date, and amount). If a mistake is made in preparing a receipt, both copies are marked "VOID", and a new receipt should be made.
3. Report any stolen or missing funds in writing to the Principal as soon as it is discovered. Keep a copy for your records.
4. On a regular basis but no longer than monthly, check the status or balance of your account/fund and report in writing to administration any suspected discrepancies. Account information is available upon request from the Principal. No checks shall be drawn on a school fund account without a balance sufficient to cover the check request or without proper authorization.
5. All monies collected should be turned into the Principal by the end of the school day.

5-2. Checks

Global Academy of South Carolina will not receive payments as checks.

5-3. Internal Fund Account

Internal Funds are used by clubs, service organizations and athletics. These groups have either fundraised or generated funds for their accounts after approval from the Principal. All money collected by Global Academy of South Carolina must be substantiated by pre-numbered receipts, consecutively numbered class receipt records, reports of monies collected, pre-numbered tickets, reports of tickets issued and sold or another auditable record. Global Academy of South Carolina has pre-numbered receipt books issued by Global Academy of South Carolina that must be used in compliance with this state-mandated policy. All monies collected must be turned in to the Principal no later than the next business day. This money must be recorded on a "Money Collected Form" (MCF). The Principal will verify the total amount deposited. In order to request money from an internal account, a Check Request Form must be completed and approved by the Principal at least 5 work days prior to when the check is needed.

Complete the "Check Request Form" with all required information including the organization account name, name of payee, the amount you are requesting and a brief detailed account of the expenditure. A receipt for any items purchased must accompany all check requests. If a check must be cut in advance of a purchase and a receipt is unavailable at the time of the check request, the appropriate receipt must be submitted within 2 days of check receipt or request will

not be approved. Internal funds for clubs or athletic teams should be spent during the fiscal year. Account balances will not roll-over to the next fiscal year.

5-4. Procedures for Collecting and Safeguarding Money

All requests for money from students or parents must be authorized by the Principal.

- All monies generated by student activities must be properly safeguarded and the person having custody of the money is to be fully accountable for it. The teacher or sponsor is responsible for all money until checked in and receipted by the Principal.
- Never leave collected money unlocked in the classroom or office.

Monies collected from school activities are to be turned in to the Principal on the day it is collected, when applicable. All money collected from students or parents must be accounted for and listed on the "Money Collected Form" (MCF) in of this document. Students are never to submit money to the Principal and Personnel Services on behalf of a staff member. Only a staff member may submit deposits with a MCF.

5-5. Purchasing Procedures

All expenditures WITHOUT EXCEPTION must be processed through the prescribed purchasing channels. An approved school purchase order must be pre-approved by the Principal before an order is placed. Any items/expenditures purchased without abiding by these procedures may result in the items being returned to the vendor or personal payment by the individual to the vendor. Any deviations from these procedures must be made in advance in writing through the Principal with the appropriate administrator's approval.

5-6. Supplies; Expenditures; Obligating the School

Only authorized persons may purchase supplies in the name of Global Academy of South Carolina No employee whose regular duties do not include purchasing shall incur any expense on behalf of Global Academy of South Carolina or bind Global Academy of South Carolina by any promise or representation without written approval.

5-7. Purchase Orders

Before placing a purchase order make sure the purchase request is approved by the direct supervisor and the vendor/supplier you select accepts a school purchase order. If necessary, contact the Principal to assist you in finding vendors/suppliers. Online or purchases requiring use of a credit card should not be requested without prior administrative approval from the Principal.

Purchase order forms should include the following information:

- Vendor Name, address, contact and FAX information
- Quantity, item number, units, unit price, total, description of items and any shipping and handling fees
- The school is Tax Exempt so there should never be a charge for taxes
- How the purchase will be funded (department, sponsorship, athletics, club etc.)

The preferred payment method is through vendor invoices and corporate checks. This method allows for budget compliance and ensures that the organization gets certain discounts and does not pay sales taxes.

5-8. Tax Exemption

All school entities are exempt from state sales tax. The documentation is available upon request from the Director of Student and Personnel Services. All purchasers should provide this information to vendors at the time of purchase and do what is feasible to ensure that they are not paying state sales tax on purchases. The tax exemption is for school approved purchases only.

5-9. Business Expenses and Reimbursement of Funds

Any expense that is requested for reimbursement must be authorized by the Principal **prior** to the expenditure. **If authorization by the Principal is not obtained prior to the purchase, no reimbursement will be made. There will be no exceptions.** All purchases must be reasonable and made for the sole purpose to benefit the students and school.

Global Academy of South Carolina employees will be reimbursed for all prior approved business-related expenses, upon submission of an accurate and receipted Check Request. **All requests for the expenditure of funds must be approved by the Principal prior to purchase. Unapproved purchases shall not be subject to reimbursement.** All invoices must be checked for accuracy and signed by the employee making the purchase.

When it is absolutely necessary to buy something for which the staff member expects to be reimbursed and which cannot be directly charged to the school, the staff member shall secure a signed sales slip or invoice marked PAID before making a request for reimbursement. **NO reimbursement shall be made on purchases made without prior approval. No member of the administrative, instructional, or non-instructional staff is authorized to contract for services without the express written consent from the Principal.**

5-10. Cafeteria Procedures

Employee and student lunches are catered with various approved vendor services. Students enroll online with a food service provider on the Global Academy of South Carolina website. Teachers may add monies to their own personal accounts the same way.

5-11. Separation of Duties

In compliance with State Law, Global Academy of South Carolina will ensure there is a Segregation of Financial Duties Policy, which ensures one individual should not be responsible for all aspects of a financial transaction.

Section 6 - General Standards of Conduct

6-1. Workplace Conduct

Global Academy of South Carolina. endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense, and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including dismissal, at Global Academy of South Carolina's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

- Obtaining employment on the basis of false or misleading information.
- Stealing, removing, or defacing Global Academy of South Carolina property or a co-worker's property, and/or disclosure of confidential information.

- Completing another employee's time records without authorization.
- Violation of safety rules and policies.
- Violation of school Drug and Alcohol-Free Workplace Policy.
- Fighting, threatening, or disrupting the work of others or other violations of school policies.
- School's Workplace Violence Policy. Failure to follow lawful instructions of a supervisor.
- Failure to perform assigned job duties.
- Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
- Gambling on school property.
- Willful or careless destruction or damage to school assets or to the equipment or possessions of another employee.
- Wasting work materials.
- Performing work of a personal nature during working time.
- Violation of the Solicitation and Distribution Policy.
- Violation of school Harassment or Equal Employment Opportunity Policies.
- Violation of the Communication and Computer Systems Policy.
- Unsatisfactory job performance.
- Any other violation of school policy.

No employee is permitted to bring pets/animals to work. Service animals are permitted on campus in accordance with ADA requirements.

6-2. Political Neutrality

Global Academy of South Carolina encourages employees to participate in lawful political activities. Participating in these activities must be conducted on the employee's own time and should in no way suggest Global Academy of South Carolina's support. PTO may be requested to conduct such activities.

Pursuant to the South Carolina Ethics Reform Act, as a public employee you may not use government time, equipment, resources or property to influence the outcome of an election. Do not print campaign materials, make campaign calls or send related emails using any government issued equipment as outlined in Section 59-40-50(B) as contained in Chapter 13, Title 8. For purposes of this subsection, employees of the charter school board are considered public employees.

The following activities are prohibited from being performed while on-duty or on school premises:

- Demonstrating.
- Counting or recounting votes.
- Circulating petitions.
- Soliciting votes or contributions at any time in any working area of a Global Academy of South Carolina facility.
- Conducting or participating in opinion polls.
- Fundraising.

- All other activities not considered part of the employee's normal duties.
- Employees may not use Global Academy of South Carolina's equipment or resources for making, copying or distributing political materials or messages.
- Messages or statement that are inappropriate or offensive to co-workers are prohibited. Harassment of co-workers, customers or vendors regarding political preferences will not be tolerated.

Note that all employees are employed at-will, and Global Academy of South Carolina reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. Global Academy of South Carolina will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Global Academy of South Carolina will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason that does not violate state or federal law.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

6-3. Interaction with Students

- Maintain a professional barrier between you and students. You are the adult, the teacher, and the professional; act like the expert, not like another one of the "kids".
- Keep the classroom door open when talking with students.
- Refer students to the appropriate resource person for counseling and/or discussions about personal matters.
- Do not flirt with students.
- Do not discuss your personal life or personal matters with students. Do not discuss your husband, wife, girlfriend, boyfriend, or dates with students.
- Use verbal praise and reinforcement.
- Know your school policies and State laws governing corporal punishment. Establish and follow a consistent behavior plan. Treat each student with respect. Know the student's rights.
- Chaperone only School-sponsored functions. Do not socialize with students. If you chaperone a field trip, put in writing what your responsibilities will be. Do not take children home with you.
- Do not make telephone calls or write notes of a personal nature to students.
- Do not harass students: respect their differences, What you intend as humor may, in fact, be cultural bias or harassment.
- When monitoring after school functions, have more than one student in the room at one time. Alternatively, combine your after-school functions with that of another teacher.
- Record Keeping and Accounting Procedures. Know the laws, School Board policies, and school rules, and follow them. Know your rights. Know your school policies and State laws regarding collecting money, purchasing materials and equipment, and follow them. Work in pairs when collecting large amounts of money. Have a second person count and verify the money and deposit.

- Establish a policy regarding your grading system consistent with school and sponsor policies, where applicable. Give a written explanation of it to students and parents at the beginning of the year or when they begin your class or unit of instruction.
- Establish a policy regarding your behavioral management system. Give a written explanation of it to students and parents at the beginning of the year or when they begin your class unit of instruction.

All school-sponsored activities, such as field trips and after-school events, shall be supervised according to the following schedule and based on the age of the youngest member of the group:

- 5 years of age or younger: 1 staff member per every 6 students
- 6-8 years of age: 1 staff member per every 8 students
- 9-14 year of age: 1 staff member per every 10 students
- 15 years of age and older: 1 staff member per every 12 students

6-4. Reputation In The Community

- Keep your coworkers and supervisors informed; work and communicate as a team; plan and teach together.
- Communicate with parents and document your communication.
- Dress and act appropriately and professionally. You are a role model in the community as well as in the school; be a good example for students.
- Use common sense and good judgement. Ask yourself how someone else could perceive your comments or actions. Ask yourself if your comments or actions could be taken out of context and/or misinterpreted.
- Avoid putting yourself in a position where you have to defend, explain, or justify your behavior or actions. Avoid putting yourself in a position where it is your word against another person's word.
- Maintain a professional reputation in the community. Even when you are off the job, use discretion.

6-5. Punctuality and Attendance

Employees are hired to perform important functions at Global Academy of South Carolina. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees as well as students. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including dismissal.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify Supervisors as early as possible, but no later than the start of the workday. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of four (4) consecutive workdays generally will be considered a voluntary resignation of employment with Global Academy of South Carolina

6-6. Use of Communications and Computer Systems

Global Academy of South Carolina, Inc.'s communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Global Academy of South Carolina policy. This includes voicemail, e-mail, and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the Global Academy of South Carolina systems.

Global Academy of South Carolina may access the voicemail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when Global Academy of South Carolina deems it appropriate to do so. The reasons for which Global Academy of South Carolina may obtain such access include but are not limited to maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Global Academy of South Carolina operations continue appropriately during an employee's absence.

Further, Global Academy of South Carolina may review Internet usage to ensure that such use with Global Academy of South Carolina property, or communications sent via the Internet with Global Academy of South Carolina, are appropriate. The reasons for which Global Academy of South Carolina may review employees' use of the Internet with Global Academy of South Carolina property include but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Global Academy of South Carolina operations continue appropriately during an employee's absence.

Global Academy of South Carolina may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

Global Academy of South Carolina's policies prohibiting harassment, in their entirety, apply to the use of Global Academy of South Carolina's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, gender identity, pregnancy, age, disability, religious beliefs, or any other characteristic protected by federal, state, or local law.

Further, since Global Academy of South Carolina's communication and computer systems are intended for business use, all employees, upon request, must inform the school of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including dismissal.

6-7. Use of Social Media

Global Academy of South Carolina respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter, or similar site, including but not limited to Facebook and LinkedIn. However, to protect Global Academy of South Carolina interests and

ensure employees focus on their job duties, employees must adhere to the following rules:

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn, or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether an employee is posting something on his or her own blog, web page, social networking, Threads, X, or similar site or on someone else's, if the employee mentions or associates with Global Academy of South Carolina in any way, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not Global Academy of South Carolina's position. This is necessary to preserve Global Academy of South Carolina's good will in the community.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Threads, X, or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous, or violent is forbidden. Global Academy of South Carolina policies apply equally to employee social media usage.

Global Academy of South Carolina encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including separation.

There is no expectation of privacy for any posting digital posing such as on a blog, web page, social networking, Threads, X, snapchat, or similar site

This rule shall not be construed as limiting an employee's ability to use social media to comment on matters of public concern so long as such speech does not create a substantial adverse impact on the functions of Global Academy of South Carolina or impede the proper performance of the employee's duties.

6-8. Personal and School-Provided Portable Communication Devices

School-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through Global Academy of South Carolina's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Global Academy of South Carolina.-provided or personal device, employees must comply with applicable Global Academy of South Carolina guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Global Academy of South Carolina.-issued PCD to send or receive personal text messages is prohibited at all times and

personal use during working hours should be limited to emergency situations.

If an employee who uses a personal PCD for business resigns or is discharged, the employee will be required to submit the device to the IT department for resetting on or before his or her last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Global Academy of South Carolina information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Global Academy of South Carolina information. This is the only way currently possible to ensure that all Global Academy of South Carolina's information is removed from the device at the time of termination. The removal of Global Academy of South Carolina information is crucial to ensure compliance with Global Academy of South Carolina's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Global Academy of South Carolina issued device, Global Academy of South Carolina's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Employees who drive on Global Academy of South Carolina business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees must refrain from using any PCD while driving. "Use" includes, but is not limited to, talking, or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and emailing while driving are prohibited in all circumstances.

6-9. Inspections

In accordance with the laws of the State of South Carolina S.C. Code Section 59-63-110, any person entering the premises of any school shall be deemed to have consented to a reasonable search of his or her person and effects.

The principal or his/her designee may conduct reasonable searches on school property of lockers, desks, vehicles, and all personal belongings such as purses, book bags, wallets, cellular telephones, technology, and satchels with or without probable cause in accordance with S.C. Code Section 59-63-1120.

Any weapons, alcohol, stolen property, contraband, or controlled substances found in such a search shall be seized by the school official, the appropriate law enforcement agency notified, and the student recommended for disciplinary actions. Failure to cooperate may result in disciplinary action up to and including dismissal and the appropriate police agency shall be notified.

Employees are expected to cooperate in the conduct of any search or inspection.

6-10. Tobacco Free Campus

Global Academy of South Carolina is a tobacco free campus. No one will be permitted to use, possess, or transfer tobacco products or tobacco paraphernalia, including hemp, vaping and any alternative nicotine product or paraphernalia, while on school grounds; in the school building; in vehicles; on buses (if applicable); or during any other time that is under the direct administrative jurisdiction of the school. The school is officially designated as "tobacco free." This applies to any individual student, staff, volunteer, or visitor.

For purposes of this policy: Tobacco product means a product that contains tobacco and is intended for human consumption, including but not limited to, cigarettes, cigars, chewing tobacco, and snuff. Alternative nicotine product means any vaping product, whether or not it contains nicotine including but not limited to, electronic smoking devices, that can be ingested into the body by chewing, smoking, absorbing, dissolving, inhaling, or by any other means.

Students and staff members found in possession of tobacco or alternative nicotine products and/or paraphernalia will face disciplinary actions as described within this handbook. Others found in possession may be restricted from access to organizational property based on the circumstances of the incident.

6-11. Personal Visits and Telephone Calls

Disruptions during work time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompany them anywhere in our facilities other than the reception areas.

Only authorized visits are allowed on Global Academy of South Carolina's campus. All authorized visitors must enter Global Academy of South Carolina via the main office to present identification and adhere to the sign in process. Authorized and approved visitors will receive directions or will be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on Global Academy of South Carolina's campus, employees should immediately notify the Principal or, if necessary and safe to do so, direct the individual to the main office area.

6-12. Solicitation and Distribution

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time an employee is engaged, or should be engaged, in performing his/her work tasks for Global Academy of South Carolina. Solicitation of any kind by non-employees on Global Academy of South Carolina premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of Global Academy of South Carolina is prohibited at all times. Distribution of literature by non-employees on Global Academy of South Carolina premises is prohibited at all times.

6-13. Bulletin Boards

Important notices and items of general interest are continually posted on our bulletin boards. Employees should make it a practice to review it frequently. This will assist employees in keeping up with what current information at Global Academy of South Carolina. To avoid confusion, employees should not post or remove any material from the bulletin board.

6-14. Confidential School Information

During the course of work, an employee may become aware of confidential information about Global Academy of South Carolina, operations, personnel, and students, including but not limited to information regarding Global Academy of South Carolina finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers and potential customers. An employee also may become aware of similar confidential information belonging to Global Academy of South Carolina clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of Global Academy of South Carolina may be subject to disciplinary action up to and including dismissal. Employees may be required to sign an agreement reiterating these obligations.

6-15. Confidentiality & FERPA

Employees, volunteers, and board members are bound by ethical and legal codes to protect the confidentiality and privacy of our students and their families and to protect and maintain the confidentiality of all information related to them. Confidential communications include conversations, grades, progress, reports, forms, correspondence, and computer-generated communications with, about or involving in any way any students or their families. This information is protected by the Family Educational Rights and Privacy Act (FERPA). Employees may also be required to sign a non-disclosure agreement as a condition of employment.

6-16. Academic Freedom

It is the rightful duty of a qualified teacher to encourage within students a never-ending search for truth in its many forms. Such a search may inevitably lead to areas of controversy. It is the belief of the organization that discussion of such issues, dealing with local, state, national and international affairs, shall be encouraged. Free, logical, and intelligent dialogue within the classroom is a necessity in the search for truth. Such freedom of expression should be viewed, not simply as a constitutional guarantee, but as a fundamental necessity for the successful practice of scholarship in a free society. All sides of such controversial issues shall be presented where reasonable and feasible in the judgment of the teacher and Principal.

It is recognized that the application of this principle in a K-12 program differs somewhat from its application at higher educational levels. Teachers shall consider the relative level of maturity of their students and their need for guidance in the study of issues to arrive at objective and balance views.

Teacher use of potentially controversial materials: It is the responsibility of the teacher (or other

instructional staff member) that intends to use materials that may be considered offensive to reasonable persons within the community, to notify the Principal of the potentially controversial materials. It is the Principal's responsibility to ensure that the materials used are at grade level or below, and appropriate and consistent with the South Carolina Standards and any applicable law. If the materials are potentially controversial, a notice will be sent home to the parents giving them the opportunity to allow their student to do an alternative project.

6-17. Conflict of Interest and Business Ethics

It is Global Academy of South Carolina's policy that all employees avoid any conflict between their personal interests and those of the school. All matters in which a possible conflict of interest may exist for an employee shall be handled in accordance with the South Carolina State Ethics Commission Rules of Conduct, which are set forth by statute at S.C. Code Ann. § 8-13-700 *et seq.*

Further, the purpose of this policy is to ensure that Global Academy of South Carolina, Inc.'s honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of Global Academy of South Carolina. It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

- Solicit or receive money, in addition to that received in your official capacity, for advice or assistance given during your public employment;
- Use confidential information obtained over the course of your employment in order to obtain an economic benefit for you, your family or a business/person with whom you are associated;
- Solicit or receive anything of value to influence your decision making in the discharge of your duties or responsibilities;
- Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with Global Academy of South Carolina, by any employee who is in a position to directly or indirectly influence either Global Academy of South Carolina, Inc.'s decision to do business, or the terms upon which business would be done with such organization;
- Holding any interest in an organization that competes with Global Academy of South Carolina;
- Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with Global Academy of South Carolina or which competes with Global Academy of South Carolina.; and/or
- Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with Global Academy of South Carolina

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of courtesies of nominal value, openly

given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is your responsibility to immediately report any actual or potential conflict that may exist between you (and your immediate family) and Global Academy of South Carolina. Family relationships between employees are not discouraged, but must be disclosed as soon as the family member is hired with the school as Global Academy of South Carolina is required to report any family relationships between employees to the district.

6-18. Code of Ethics and Principles of Professional Conduct Training

All employees shall be offered the opportunity to go through training on Code of Ethics and participate in a refresher discussion regarding the Code of Ethics and Principles of Professional Conduct.

6-19. Ethical Standards

Employees are subject to South Carolina Board of Regulation 43-58. All matters in which a possible conflict of interest may exist for an employee shall be handled in accordance with the South Carolina State Ethics Commission Rules of Conduct, which are set forth by statute at S.C. Code Ann. § 8-13-700 *et seq.*

6-20. Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their Supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Principal can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of Global Academy of South Carolina property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including separation.

Employees must obtain written permission from their direct supervisor or principal to remove any school/facility property from the premises. No employee should misuse or use without authorization equipment, vehicles, or other property of students and/or parents, vendors, other employees, or the School.

Further, Global Academy of South Carolina is not responsible for any damage to employees' personal belongings.

6-21. Health and Safety

The health and safety of employees and others on Global Academy of South Carolina property are of critical concern to Global Academy of South Carolina, Inc. intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required

to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to school leadership immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on Global Academy of South Carolina's premises, or in a product, facility, piece of equipment, process, or business practice for which Global Academy of South Carolina is responsible should be brought to the attention of school leadership immediately.

Periodically, Global Academy of South Carolina may issue rules and guidelines governing workplace safety and health. Global Academy of South Carolina may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

6-22. Hiring Relatives/Employee Relationships

Pursuant to state law, charter school employees are subject to the South Carolina Ethics Act, and all matters in which a possible conflict of interest may exist for an employee shall be handled in accordance with the South Carolina State Ethics Commission Rules of Conduct, which are set forth by statute at S.C. Code Ann. § 8-13-700 *et seq.* Nepotism (favoritism based on kinship) is strictly forbidden by the Act. Over the course of your public employment you may not:

- Cause the employment, appointment, promotion or transfer of a family member to a position you supervise or manage;

- Participate in the discipline of a family member.

- Family member means an individual who is:

- (a) the spouse, parent, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, or grandchild;

- (b) a member of the individual's immediate family;

- (c) anyone else who resides in the same household as the employee.

Since a familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative, Global Academy of South Carolina may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or separated from employment, at the discretion of Global Academy of South Carolina. Accordingly, all parties to any type of intimate personal relationship must inform the Principal.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. Global Academy of South Carolina generally will attempt to identify other available positions, but if no alternate position is available, Global Academy of South Carolina retains the right in its sole

discretion to decide which employee will remain with Global Academy of South Carolina.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

6-23. Employee Dress and Personal Appearance

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position as a professional role model to our students. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact the Principal for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.

6-24. Publicity/Statements to the Media

All media inquiries regarding the position of Global Academy of South Carolina as to any issues must be referred to the Principal. Only the Principal is authorized to make or approve public statements on behalf of Global Academy of South Carolina. No employees, unless specifically designated by the Principal, are authorized to make those statements on behalf of Global Academy of South Carolina. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of Global Academy of South Carolina must first obtain approval from the Principal.

6-25 Operation of Vehicles

All employees authorized to drive Global Academy of South Carolina.-owned or leased vehicles or personal vehicles in conducting school business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

An employee must have a valid driver's license in his or her possession while operating a vehicle off or on Global Academy of South Carolina property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Global Academy of South Carolina-owned or leased vehicles may be used only as authorized by management.

6-26. Business Expense Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the Principal, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the Business/Finance Manager along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact the Principal in advance if they have any questions about whether an expense will be reimbursed.

6-27. School Property

Employees must obtain written permission from the Principal to remove any school/facility property from the premises. No employee should misuse or use without authorization equipment, vehicles, or other property of students and/or parents, vendors, other employees, or the School.

6-28. Dual Employment

An employee may provide services regarding a non-school developed curriculum or program or participate in programs sponsored by other agencies when approved in writing by the Principal or his/her designee. An employee who chooses to request temporary paid leave when engaged in such activities must remit to the organization any remuneration (honorariums, stipends, consultant service fees, etc.) received. In addition, the employee shall remit any travel expense reimbursement provided by the sponsoring agency to the organization when the organization is liable for travel expenses authorized by the approved request.

An employee may not retain such compensation without utilizing personal leave chargeable to Paid Time Off (PTO), or personal leave without pay. An employee wishing such compensation must request the leave through the submittal and approval of the prescribed forms. The organization will not be responsible for workers' compensation or liability protection or any benefits for employees on personal leave.

An employee providing consultation concerning a curriculum developed by the organization or an individual school operated by the organization, must remit to the School any remuneration received.

6-29. Outside Employment

It is important that other employment and outside interests do not interfere in any way with an employee's primary job with the School. An employee should be careful that extra hours of work do not affect the safe performance of his/her regular job. Employees are encouraged to discuss any potential outside employment with the Principal. Employees with outside employment will be subject to the same Performance Evaluations as those employees without outside employment.

6-30. Preparation for Absence

Permanent teachers play an important role in the success and/ or stress of a substitute teaching assignment. Listed below are 10 suggestions that can simplify the task of substitute teaching and foster meaningful instruction.

- Keep an accurate seating chart.
- Make a list of reliable students the substitute teacher can call on for assistance.
- Display class rules or expectations and consequences prominently in the room.
- Prepare the class early in the year for a substitute teacher by clearly setting academic, social, and behavioral expectations.
- Provide a highlighted map of the school with the restrooms, cafeteria, teachers' lounge, music room, principal's office, emergency exits, copy machine, etc.
- Write down the names of neighboring teachers.

- Prepare a general class schedule that outlines daily routines. At the middle or high school level indicate the beginning and ending time of each class period, your prep time, and assembly schedule.
- Inform substitute teachers about teaching assistants who work in your room and leave specific instructions for these individuals.
- Address common issues which the substitute teacher will be confronted with:
 - Are students allowed to leave class to go to the restroom?
 - Are students ever allowed to leave class early for lunch, recess, or sporting events, etc.?
 - Is more than one student allowed out of the room at a time?
 - Do students leaving the room need a hall pass?
 - Do students usually work in groups or independently?
 - Do you help supervise in the cafeteria or have any other extra duties outside of the classroom that the substitute teacher needs to carry out?
 - Should students hand in their work to the substitute or keep it until you return?
- Leave real lessons and engaging activities for substitute teachers to teach, rather than videos and busy work.

6-31. Reporting Requirements

It is the duty of all employees to promptly report to the Principal or the Board Chairperson any alleged misconduct by any employee that affects the health, safety, or welfare of a student. Failure of an employee to report such misconduct shall result in disciplinary action up to and including dismissal. The report may be made verbally, however, the Principal or Board Chairperson may request a written explanation, which the employee shall be required to provide.

6-32. Investigation

The Principal shall investigate any allegation of misconduct by an employee that affects the health, safety, or welfare of a student. In the event that the allegation is made against the Principal, the Governing Board Chairperson may contact the authorizing school district or the governing board's legal counsel to assist with investigating the situation.

Upon receiving a complaint of misconduct, a prompt preliminary investigation will be undertaken to determine if a reasonable basis exists. If the allegation warrants further investigation, the employee who is alleged to have committed such misconduct shall be reassigned to a position not requiring direct contact with students or shall be placed on administrative leave with pay pending the outcome of the investigation.

Information related to the alleged misconduct shall be confidential during the investigation to the extent practicable; however, confidentiality cannot be guaranteed.

6-33. Grievances

Global Academy of South Carolina supports voluntary resolution of work-related conflicts, problems, and concerns. It is a firm belief of Global Academy of South Carolina that most of

these issues can be handled quickly and appropriately to everyone's satisfaction. To address concerns at the root level, employees should bring their work-related concerns to the Principal as soon as practical.

Grievance Definition

Any complaint by an employee concerning any aspect of the employment relationship other than merit increases, performance evaluations and job reclassifications, unless such exceptions include an allegation of prohibited discrimination or other illegality.

Per our guiding charter documents, both instructional and administrative employees should follow the following procedures:

- Step 1) Immediate Supervisor Meeting: Step 1 is a meeting between the immediate supervisor of the employee and the employee to try to resolve the issue before moving to the Principal, unless the Principal is the immediate supervisor. If no resolution is found, then the employee may move on to Step 2.
- Step 2) Submit Issue in Writing: Step 2 requires the employee to submit his/her issue in writing to the Principal describing the issue in detail, the desired result, and the proposed solution. The written issue must be submitted within ten (10) business days of the occurrence.
- Step 3) Principal Meeting: Step 3 requires the Principal to meet with the employee and any supervisor to discuss the policies and procedures relating to the issue. If this review does not dictate a resolution and a resolution cannot be established, then the employee has the right to address the school Board. The decision of the Principal is final unless the issue concerns a claim of discrimination or termination is involved. If either of the latter two are at issue, then the employee may address the Board.
- Step 4) Submit Issue in Writing to the Board of Directors: At-will employees may be terminated for cause or no cause so long as it does not violate state or federal law. If an employee has followed Steps 1-3, then the employee may move to Step 4 and bring an allowable issue to the Board by submitting a written request for a hearing within 30 calendar days of the action under dispute.
- Step 5) Hearing with the Board of Directors: The final step of the Grievance Procedure is a hearing with the Board as required by SC Charter School Law. The Board will review the issue and schedule a hearing with the employee, supervisor (if any), and Principal. After the hearing, the Board will make a final decision and report the resolution to the employee within five business days.

6-34. References

Global Academy of South Carolina will respond to reference requests through the Human Resources Department. Global Academy of South Carolina will provide general information concerning the employee pursuant to S.C. Code Section 41-1-65.

Section 41-1-65(B) provides that an employer shall be immune from civil liability for the disclosure of an employee's or former employee's dates of employment, pay level, and wage history to a prospective employer.

S.C. Code Section 41-1-65(C) further provides that an employer who responds in writing to a written request concerning a current employee or former employee from a prospective employer of that employee shall be immune from civil liability for disclosure of the following information to which an employee or former employee may have access:(1) written employee evaluations; (2) official personnel notices that formally record the reasons for separation; (3) whether the

employee was voluntarily or involuntarily released from service and the reason for the separation; and (4) information about job performance.

Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources Department.

Only the Human Resources Department may provide references on behalf of Global Academy of South Carolina.

6-35. Resignation

Should an employee resign from Global Academy of South Carolina., the employee shall make a reasonable effort to provide a Supervisor with at least two (2) weeks advance notice of departure. All Global Academy of South Carolina property including, but not limited to, keys, security cards, parking passes, laptop computers, uniforms, etc., must be returned at separation. Employees also must return all Global Academy of South Carolina's Confidential Information upon separation. To the extent permitted by law, the School reserves the right to deduct from the employee's final paycheck(s) an amount equivalent to the cost to replace and/or repair any School property that the employee fails to turn over to the School or that is damaged. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

6-36. Exit Interviews

Employees who resign are requested to participate in an exit interview with the Principal or Human Resources, if possible.

6-37. A Few Closing Words

This handbook is intended to give employees a broad summary of things they should know about the Global Academy of South Carolina. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. Global Academy of South Carolina., in its sole discretion, may always amend, add to, delete from, or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to the Principal or Human Resources if they have any questions about Global Academy of South Carolina or its personnel policies and practices.

General Handbook Acknowledgment

This Employee handbook is an important document intended to help you become acquainted with Global Academy of South Carolina. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because Global Academy of South Carolina, Inc.'s operations may change, the contents of this handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgement of this Employee handbook.

I have received and read a copy of Global Academy of South Carolina, Inc.'s Employee handbook. I understand that the policies, rules, and benefits described in it are subject to change at the sole discretion of Global Academy of South Carolina at any time.

I further understand that my employment is terminable at will, either by myself or Global Academy of South Carolina with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of Global Academy of South Carolina other than the Principal may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of Global Academy of South Carolina, Inc.'s Employee handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

ATTACHMENT #3
Grades K-8 Lunch Menu Planning Template-Five Day

EXHIBIT B

Meal Components	Minimum Per Day	Minimum Per Week	Notes
Milk	1 cup	5 cups	A minimum of two choices must be offered: <ul style="list-style-type: none"> Fat-free flavored and unflavored milk and/or Low-fat (1%) flavored and unflavored milk Unflavored milk must be offered at every meal.
Fruit	½ cup	2 ½ cups	May be from a single source or from a combination of two or more smaller portions with 1/8 cup being the smallest creditable amount. ¼ cup of dried fruit credits as ½ cup of fruit. 100% (full-strength) fruit and vegetable juices are creditable ounce-for-ounce but no more than half of the fruit offerings planned for both breakfast and lunch may be in the form of juice.
Vegetables	¾ cup	3 ¾ cups	See the template for minimum weekly subgroup amounts. 1 cup of leafy green vegetables credits as ½ cup of vegetables.
Meat/Meat Alternate	1 oz. eq.	9 oz. eq.	Contribution in oz. eq. is the cooked amount. The following provide 1 oz. eq. M/MA: <ul style="list-style-type: none"> 1-ounce lean meat, poultry, fish, or cheese (*most cheeses credit ounce-for-ounce) ¼ cup ricotta or cottage cheese or shredded cheese (e.g. American, mozzarella or cheddar) ¼ cup cooked dry beans or peas ½ cup yogurt ½ large egg 2 tablespoons peanut or other nut or seed butters
Grains	1 oz. eq.	8 oz. eq.	80% of the grains offered must be whole grain or whole grain-rich. Cooked cereals/grains should be listed in cups (e.g. pasta, rice). More information on crediting grains can be found in the USDA Food Buying Guide and Tools for Schools .

Daily amount based on the weekly average: 600-650 calories; sodium ≤ 1,230 mg; < 10% of total calories from saturated fat; 0 grams trans fat

INSTRUCTIONS:

Please obtain one of the following forms of documentation for each item that consists of 2 or more ingredients:

- Recipe that includes the ingredients and ingredient amounts by weight and volume, serving size, and total yield (number of servings)
- USDA-Authorized CN Label (provide a digital photo or photocopy of the CN Label and the nutrition facts with ingredient list) or
- Product formulation statement on manufacturer’s letterhead that demonstrates how the processed product contributes to the meal pattern requirement and digital photo or photocopy of the product’s nutrition facts with the ingredient list.

For each grain item, obtain one of the following forms of documentation:

- Digital photo or photocopy of the product’s ingredient list showing whole grain as the primary ingredient by weight
- Digital photo or photocopy of the food label showing the amount of whole grain in grams for the appropriate NSLP/SBP serving size or one of the FDA whole-grain health claims
- USDA-Authorized CN Label
- Product formulation statement on manufacturer letterhead or

Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group: **K-8**

		Day 1	Day 2	Day 3	Day 4	Day 5
COMPONENTS ↓	MENU NAME →	Chicken Nuggets <i>(Alt: Baked Chicken w/ WGR Roll)</i>	Beef Tacos	Chicken Alfredo	Cheeseburger	Pizza <i>(Alt: Whole Grain Flatbread Pizza)</i>
Meat/Meat Alternates Daily minimum: 1 oz. eq. Weekly minimum: 9 oz. eq.	Item	Chicken Nuggets ⁴ <i>(Or Baked Chicken)</i>	Ground Beef	Diced Chicken	Beef Patty	Frozen Pizza ⁴ <i>(Or Mozzarella Cheese)</i>
	Portion	~3-5 oz, check label <i>(Or 2 oz meat portion only)</i>	1 ½ oz (cooked)	Per 1 cup portion	2 oz (cooked)	1 slice <i>(Or 2 oz cheese)</i>
	Contribution (oz. eq.)	2 oz eq	1 ½ oz eq	2 ¼ oz eq	2 oz eq	2 oz eq
	2 nd Item (If planned)		Cheese, Shredded		Cheese	
	Portion		2 Tbsp		½ oz slice	
	Contribution (oz. eq.)		½ oz eq		½ oz eq	
Grains² Daily minimum: 1 oz. eq. Weekly minimum: 8 oz. eq.	Item	WGR Breading ³ <i>(Or WGR Roll)</i>	WGR Taco Shells ³	WGR Pasta ³	WGR Hamburger Bun ³	WGR Crust ³ <i>(Or WGR Flatbread³)</i>
	Portion	1 oz	2 hard or 1 soft (≥21 g)	Per 1 cup portion	2 oz	1 slice <i>(Or 2 oz WGR flatbread)</i>
	Contribution (oz. eq.)	1 oz eq	¾ oz eq	1 ¼ oz eq	2 oz eq	2 oz eq
	2 nd Item (If planned)		Brown Rice			
	Portion		½ cup			
	Contribution (oz. eq.)		1 oz eq			
Fruits¹ Daily minimum: 1/2 cup	Item	Fruit	Fruit or Juice	Fruit	Fruit or Juice	Fruit
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup

¹Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.

²Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.

³To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to [USDA's Whole Grain Resource](#).

⁴Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.

Grades K-8 Lunch Menu Planning Template-Five Day

Vegetables Minimum 3/4 cup per day		Day 1	Day 2	Day 3	Day 4	Day 5
Dark Green Weekly minimum: 1/2 cup	Item		Romaine	Broccoli	Romaine	
	Portion in cups		½ cup (credits ¼ cup)	½ cup	½ cup (credits ¼ cup)	
Red/Orange Weekly minimum: 3/4 cup	Item		Tomato Salsa	Carrots	Tomato	Carrots
	Portion in cups		¼ cup	½ cup	¼ cup	½ cup
Beans Weekly minimum: 1/2 cup	Item		Black Beans or Pinto Beans			
	Portion in cups		½ cup			
Starchy Weekly minimum: 1/2 cup	Item	Mashed Potatoes			Corn	
	Portion in cups	½ cup			½ cup	
Other Vegetables Weekly minimum: 1/2 cup	Item	Green Beans				Celery or Cucumber
	Portion in cups	½ cup				½ cup
Other Foods	Item					<i>Pizza Toppings (optional)</i>
	Portion in cups					<i>1 Tbsp</i>
Condiments	Item	Sauce Choice Ketchup, Honey Mustard, BBQ, Light Ranch, etc.			Ketchup and Mustard	Light Dressing
	Portion size	1 oz (2 Tbsp)			1 packet each	1 oz (2 tbsp)

Daily Milk	White	Chocolate	Strawberry	Other (specify)
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

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Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group: **K-8**

		Day 6	Day 7	Day 8	Day 9	Day 10
COMPONENTS ↓	MENU NAME →	Baked Chicken w/WGR Roll	Nachos	Macaroni & Cheese w/WGR Roll	Teriyaki Chicken w/Fried Rice	Pizza <i>(Alt: Whole Grain Flatbread Pizza)</i>
Meat/Meat Alternates Daily minimum: 1 oz. eq. Weekly minimum: 9 oz. eq.	Item	Baked Chicken	Ground Beef w/Cheese	Cheese	Diced Chicken (Grilled, Roasted, or Pan-Fried)	Frozen Pizza ⁴ <i>(Or Mozzarella Cheese)</i>
	Portion	2 oz (cooked, meat-only)	¼ cup	Per 2/3 cup portion	2 oz	1 slice <i>(Or 2 oz cheese)</i>
	Contribution (oz. eq.)	2 oz eq	2 oz eq	2 oz eq	2 oz eq	2 oz eq
	2 nd Item (If planned)				Fried Rice (Egg in recipe)	
	Portion				Per ¾ cup portion	
	Contribution (oz. eq.)				½ oz eq	
Grains² Daily minimum: 1 oz. eq. Weekly minimum: 8 oz. eq.	Item	WGR Roll ³	WGR Tortilla Chips ³	WG Macaroni ³	Fried Rice (Brown Rice in recipe)	WGR Crust ³ <i>(Or WGR Flatbread³)</i>
	Portion	1 oz	1 ½ oz	Per 2/3 cup portion	Per ¾ cup portion	1 slice <i>(Or 2 oz WGR flatbread)</i>
	Contribution (oz. eq.)	1 oz eq	1 ½ oz eq	¾ oz eq	1 oz eq	2 oz eq
	2 nd Item (If planned)			WGR Roll ³	WGR Sugar Cookie	
	Portion			1 oz	2.2 oz	
	Contribution (oz. eq.)			1 oz eq	1 oz eq	
Fruits¹ Daily minimum: 1/2 cup	Item	Fruit	Fruit or Juice	Fruit	Fruit or Juice	Fruit
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup

¹Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.

²Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.

³To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to [USDA's Whole Grain Resource](#).

⁴Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.

Grades K-8 Lunch Menu Planning Template-Five Day

Vegetables Minimum 3/4 cup per day		Day 6	Day 7	Day 8	Day 9	Day 10
Dark Green Weekly minimum: 1/2 cup	Item		Romaine	Romaine	Broccoli	Romaine
	Portion in cups		½ cup (credits ¼ cup)	½ cup (credits ¼ cup)	½ cup	½ cup (credits ¼ cup)
Red/Orange Weekly minimum: 3/4 cup	Item	Sweet Potato Fries or Tots	Salsa	Tomato	Carrots	Tomato
	Portion in cups	½ cup	¼ cup	1/8 cup	½ cup	1/8 cup
Beans Weekly minimum: 1/2 cup	Item		Black Beans			
	Portion in cups		½ cup			
Starchy Weekly minimum: 1/2 cup	Item			Green Peas		Corn
	Portion in cups			½ cup		½ cup
Other Vegetables Weekly minimum: 1/2 cup	Item	Green Beans		Cucumber		Cucumber
	Portion in cups	½ cup		1/8 cup		1/8 cup
Other Foods	Item					<i>Pizza Toppings (optional)</i>
	Portion in cups					<i>1 Tbsp</i>
Condiments	Item				Teriyaki or Sesame Ginger Sauce	
	Portion size				1 Tbsp	

Daily Milk	White	Chocolate	Strawberry	Other (specify)
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

Effective SY 2023-2024 | FDACS Rev.

Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group: **K-8**

		Day 11	Day 12	Day 13	Day 14	Day 15
COMPONENTS ↓	MENU NAME →	Chicken Sandwich	Burrito Bowl w/Brown Rice	Spaghetti w/ Meatballs <i>(Alt: Mega Meatball w/Pasta)</i>	Curry Chicken Casserole	Pizza* <i>(Alt: Whole Grain Flatbread Pizza)</i>
Meat/Meat Alternates Daily minimum: 1 oz. eq. Weekly minimum: 9 oz. eq.	Item	Chicken	Diced Chicken, Beef or Turkey Taco Meat	Meatballs ⁴ <i>(Or Ground Beef)</i>	Diced Chicken (in recipe)	Frozen Pizza ⁴ <i>(Or Mozzarella Cheese)</i>
	Portion	2 oz cooked filet	1.5 oz cooked	~2.5-3 oz, check label <i>(Or 2 oz cooked)</i>	Per ¾ cup portion	1 slice <i>(or 2 oz cheese)</i>
	Contribution (oz. eq.)	2 oz eq	1.5 oz eq	2 oz eq	1 ¼ oz eq	2 oz eq
	2 nd Item (If planned)		Cheese Shredded			
	Portion		2 Tbsp			
	Contribution (oz. eq.)		½ oz eq			
Grains² Daily minimum: 1 oz. eq. Weekly minimum: 8 oz. eq.	Item	WGR Hamburger Bun ³	Brown Rice	WGR Pasta ³	Brown Rice (in recipe)	WGR Crust ³ <i>(Or WGR Flatbread³)</i>
	Portion	2 oz	½ cup	½ cup	Per ¾ cup portion	1 slice <i>(Or 2 oz WGR flatbread)</i>
	Contribution (oz. eq.)	2 oz eq	1 oz eq	1 oz eq	¾ oz eq	2 oz eq
	2 nd Item (If planned)			WGR Roll ³	WGR Flatbread ³	
	Portion			1 oz	1 oz	
	Contribution (oz. eq.)			1 oz eq	1 oz eq	
Fruits¹ Daily minimum: 1/2 cup	Item	Fruit	Fruit or Juice	Fruit	Fruit or Juice	Fruit
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup

¹Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.

²Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.

³To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to [USDA's Whole Grain Resource](#).

⁴Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.

Grades K-8 Lunch Menu Planning Template-Five Day

Vegetables Minimum 3/4 cup per day		Day 11	Day 12	Day 13	Day 14	Day 15
Dark Green Weekly minimum: 1/2 cup	Item				Broccoli	Romaine
	Portion in cups				½ cup	½ cup (credits ¼ cup)
Red/Orange Weekly minimum: 3/4 cup	Item		Salsa	Marinara Sauce	Carrots	Tomato
	Portion in cups		¼ cup	½ cup	½ cup	1/4 cup
Beans Weekly minimum: 1/2 cup	Item		Black Beans			
	Portion in cups		½ cup			
Starchy Weekly minimum: 1/2 cup	Item	Mashed Potatoes	Corn			
	Portion in cups	½ cup	½ cup			
Other Vegetables Weekly minimum: 1/2 cup	Item	Lettuce, Tomato, Pickle		California Blend Vegetables	Carrots/Celery/Onions (in recipe)	Zucchini or Yellow Squash
	Portion in cups	¼ cup, ¼ cup, 1/8 cup (credit ½ cup)		½ cup	¼ cup	½ cup
Other Foods	Item					<i>Pizza Toppings (optional)</i>
	Portion in cups					<i>1 Tbsp</i>
Condiments	Item	Mayonnaise				RF Ranch
	Portion size	1 Tbsp				1 oz

Daily Milk	White	Chocolate	Strawberry	Other (specify)
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

Grades K-8 Lunch Menu Planning Template-Five Day

EXHIBIT B, Continued

Meal Components	Minimum Per Day	Minimum Per Week	Notes
Milk	1 cup	5 cups	A minimum of two choices must be offered: <ul style="list-style-type: none"> Fat-free flavored and unflavored milk and/or Low-fat (1%) flavored and unflavored milk Unflavored milk must be offered at every meal.
Fruit	1 cup	5 cups	May be from a single source or from a combination of two or more smaller portions with 1/8 cup being the smallest creditable amount. ¼ cup of dried fruit credits as ½ cup of fruit. 100% (full-strength) fruit and vegetable juices are creditable ounce-for-ounce but no more than half of the fruit offerings planned for both breakfast and lunch may be in the form of juice.
Vegetables	1 cup	5 cups	See the template for minimum weekly subgroup amounts. 1 cup of leafy green vegetables credits as ½ cup of vegetables.
Meat/Meat Alternate	2 oz. eq.	10 oz. eq.	Contribution in oz. eq. is the cooked amount. The following provide 2 oz. eq. M/MA: <ul style="list-style-type: none"> 2 ounces lean meat, poultry, fish, or cheese (*most cheeses credit ounce-for-ounce) ½ cup ricotta or cottage cheese or shredded cheese (e.g. American, mozzarella or cheddar) ½ cup cooked dry beans or peas 1 cup yogurt 1 large egg 4 tablespoons peanut or other nut or seed butter
Grains	2 oz. eq.	10 oz. eq.	80% of the grains offered must be whole grain or whole grain-rich. Cooked cereals/grains should be listed in cups (e.g. pasta, rice). More information on crediting grains can be found in the USDA Food Buying Guide and Tools for Schools

Daily amount based on the weekly average: 750-850 calories; sodium ≤ 1,420 mg; < 10% of total calories from saturated fat; 0 grams trans fat

INSTRUCTIONS: Your menu template will be reviewed by a Registered Dietitian for adequate components and acceptable products.

Please send one of the following forms of documentation for each item that consists of 2 or more ingredients:

- Recipe that includes the ingredients and ingredient amounts by weight and volume, serving size, and total yield (number of servings)
- USDA-Authorized CN Label (provide a digital photo or photocopy of the CN Label and the nutrition facts with ingredient list) or
- Product formulation statement on manufacturer’s letterhead that demonstrates how the processed product contributes to the meal pattern requirement and digital photo or photocopy of the product’s nutrition facts with the ingredient list.

For each grain item, send one of the following forms of documentation:

- Digital photo or photocopy of the product’s ingredient list showing whole grain as the primary ingredient by weight
- Digital photo or photocopy of the food label showing the amount of whole grain in grams for the appropriate NSLP/SBP serving size or one of the FDA whole-grain health claims
- USDA-Authorized CN Label
- Product formulation statement on manufacturer letterhead or
- Recipe that includes the ingredients and ingredient amounts by weight and volume

Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group: **9-12**

		Day 1	Day 2	Day 3	Day 4	Day 5
COMPONENTS ↓	MENU NAME →	Chicken Nuggets w/WGR Roll <i>(Alt: Baked Chicken w/2 oz WGR Roll)</i>	<u>Beef Tacos</u>	<u>Chicken Alfredo</u>	Cheeseburger	Pizza <i>(Alt: Whole Grain Flatbread Pizza)</i>
Meat/Meat Alternates Daily minimum: 2 oz. eq. Weekly minimum: 10 oz. eq.	Item	Chicken Nuggets ⁴ <i>(Or Baked Chicken)</i>	Ground Beef	Diced Chicken	Beef Patty	Frozen Pizza ⁴ <i>(Or Mozzarella Cheese)</i>
	Portion	~3-5 oz, check label <i>(Or 2 oz meat portion only)</i>	1 ½ oz (cooked)	Per 1 cup portion	2 oz (cooked)	1 slice <i>(Or 2 oz cheese)</i>
	Contribution (oz. eq.)	2 oz eq	1 ½ oz eq	2 ¼ oz eq	2 oz eq	2 oz eq
	2 nd Item (If planned)		Cheese, Shredded		Cheese	
	Portion		2 Tbsp		½ oz slice	
	Contribution (oz. eq.)		½ oz eq		½ oz eq	
Grains² Daily minimum: 2 oz. eq. Weekly minimum: 10 oz. eq.	Item	WGR Breading ³	WG Taco Shells ³	WG Pasta ³	WGR Hamburger Bun ³	WGR Crust ³ <i>(Or WGR Flatbread³)</i>
	Portion	1 oz	2 hard or 1 soft (≥21 g)	Per 1 cup portion	2 oz	1 slice <i>(Or 2 oz WGR flatbread)</i>
	Contribution (oz. eq.)	1 oz eq	¾ oz eq	1 ¼ oz eq	2 oz eq	2 oz eq
	2 nd Item (If planned)	WGR Roll ³	Brown Rice	WGR Roll ³		<u>WGR Sugar Cookie³</u>
	Portion	1 oz <i>(2 oz w/Baked Chicken)</i>	¾ cup	1 oz		2.2 oz
	Contribution (oz. eq.)	1 oz eq <i>(2 oz eq)</i>	1 ½ oz eq	1 oz eq		1 oz eq
Fruits¹ Daily minimum: 1 cup	Item	Fruit	Fruit	Fruit	Fruit	Fruit
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup
	2 nd Item (If planned)	100% Juice	100% Juice	100% Juice	100% Juice	100% Juice
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup

¹Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.

²Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.

³To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to [USDA's Whole Grain Resource](#).

⁴Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.

Grades K-8 Lunch Menu Planning Template-Five Day

Vegetables Minimum 1 cup per day		Day 1	Day 2	Day 3	Day 4	Day 5
Dark Green Weekly minimum: 1/2 cup	Item		Romaine	Broccoli	Romaine	
	Portion in cups		½ cup (credits ¼ cup)	½ cup	½ cup (credits ¼ cup)	
Red/Orange Weekly minimum: 1-1/4 cup	Item		Tomato Salsa	Carrots	Tomato	Carrots
	Portion in cups		¼ cup	½ cup	¼ cup	½ cup
Beans Weekly minimum: 1/2 cup	Item		Black Beans or Pinto Beans			
	Portion in cups		½ cup			
Starchy Weekly minimum: 1/2 cup	Item	Mashed Potatoes			Corn	
	Portion in cups	½ cup			½ cup	
Other Vegetables Weekly minimum: 3/4 cup	Item	Green Beans				Celery or Cucumber
	Portion in cups	½ cup				½ cup
Other Foods	Item					<i>Pizza Toppings (optional)</i>
	Portion in cups					<i>1 Tbsp</i>
Condiments	Item	Sauce Choice Ketchup, Honey Mustard, BBQ, Light Ranch, etc.			Ketchup and Mustard	Light Dressing
	Portion size	1 oz (2 Tbsp)			1 packet each	1 oz (2 tbsp)

Daily Milk	White	Chocolate	Strawberry	Other (specify)
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group: **9-12**

		Day 6	Day 7	Day 8	Day 9	Day 10
COMPONENTS ↓	MENU NAME →	Baked Chicken w/WGR Roll	Nachos	Macaroni & Cheese w/WGR Roll	Teriyaki Chicken w/ Fried Rice	Pizza <i>(Alt: Whole Grain Flatbread Pizza)</i>
Meat/Meat Alternates Daily minimum: 2 oz. eq. Weekly minimum: 10 oz. eq.	Item	Baked Chicken	Ground Beef w/Cheese	Cheese	Diced Chicken (Grilled, Roasted, or Pan-Fried)	Frozen Pizza ⁴ <i>(Or Mozzarella Cheese)</i>
	Portion	2 oz (cooked, meat-only)	¼ cup	Per 1 cup portion	2 oz	1 slice <i>(Or 2 oz cheese)</i>
	Contribution (oz. eq.)	2 oz eq	2 oz eq	3 oz eq	2 oz eq	2 oz eq
	2 nd Item (If planned)				Fried Rice (Egg in recipe)	
	Portion				Per ¾ cup portion	
	Contribution (oz. eq.)				½ oz eq	
Grains² Daily minimum: 2 oz. eq. Weekly minimum: 10 oz. eq.	Item	WGR Roll ³	WGR Tortilla Chips ³	WGR Macaroni ³	Fried Rice (Brown Rice in recipe)	WGR Crust ³ <i>(Or WGR Flatbread³)</i>
	Portion	2 oz	2 oz	Per 1 cup portion	Per ¾ cup portion	1 slice <i>(Or 2 oz WGR flatbread)</i>
	Contribution (oz. eq.)	2 oz eq	2 oz eq	1 oz eq	1 oz eq	2 oz eq
	2 nd Item (If planned)			WGR Roll ³	WGR Sugar Cookie³	
	Portion			1 oz	2.2 oz	
	Contribution (oz. eq.)			1 oz eq	1 oz eq	
Fruits¹ Daily minimum: 1 cup	Item	Fruit	Fruit	Fruit	Fruit	Fruit
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup
	2 nd Item (If planned)	100% Juice	100% Juice	100% Juice	100% Juice	100% Juice
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup

¹Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.

²Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.

³To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to [USDA's Whole Grain Resource](#).

⁴Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.

Grades K-8 Lunch Menu Planning Template-Five Day

Vegetables Minimum 1 cup per day		Day 6	Day 7	Day 8	Day 9	Day 10
Dark Green Weekly minimum: 1/2 cup	Item		Romaine	Romaine	Broccoli	Romaine
	Portion in cups		½ cup (credits ¼ cup)	½ cup (credits ¼ cup)	½ cup	½ cup (credits ¼ cup)
Red/Orange Weekly minimum: 1-1/4 cup	Item	Sweet Potato Fries or Tots	Salsa	Tomato	Carrots	Tomato
	Portion in cups	½ cup	¼ cup	1/8 cup	½ cup	1/8 cup
Beans Weekly minimum: 1/2 cup	Item		Black Beans			
	Portion in cups		½ cup			
Starchy Weekly minimum: 1/2 cup	Item			Green Peas		Corn
	Portion in cups			½ cup		½ cup
Other Vegetables Weekly minimum: 3/4 cup	Item	Green Beans		Cucumber		Cucumber
	Portion in cups	½ cup		1/8 cup		1/8 cup
Other Foods	Item					<i>Pizza Toppings (optional)</i>
	Portion in cups					<i>1 Tbsp</i>
Condiments	Item				Teriyaki or Sesame Ginger Sauce	
	Portion size				1 Tbsp	

Daily Milk	White	Chocolate	Strawberry	Other (specify)
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

Effective SY 2023-2024 | FDACS Rev.

Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group: **9-12**

		Day 11	Day 12	Day 13	Day 14	Day 15
COMPONENTS ↓	MENU NAME →	Chicken Sandwich	Burrito Bowl w/Brown Rice	Spaghetti w/ Meatballs <i>(Alt: Mega Meatball w/Pasta)</i>	Curry Chicken Casserole	Pizza <i>(Alt: Whole Grain Flatbread Pizza)</i>
Meat/Meat Alternates Daily minimum: 2 oz. eq. Weekly minimum: 10 oz. eq.	Item	Chicken	Diced Chicken, Beef or Turkey Taco Meat	Meatballs ⁴ <i>(Or Ground Beef)</i>	Diced Chicken (in recipe)	Frozen Pizza ⁴ <i>(Or Mozzarella Cheese)</i>
	Portion	2 oz cooked filet	1.5 oz cooked	~2.5-3 oz, check label <i>(Or 2 oz cooked)</i>	Per 1 ½ cup portion	1 slice <i>(or 2 oz cheese)</i>
	Contribution (oz. eq.)	2 oz eq	1.5 oz eq	2 oz eq	2.5 oz eq	2 oz eq
	2 nd Item (If planned)		Cheese Shredded			
	Portion		2 Tbsp			
	Contribution (oz. eq.)		½ oz eq			
Grains² Daily minimum: 2 oz. eq. Weekly minimum: 10 oz. eq.	Item	WGR Hamburger Bun ³	Brown Rice	WGR Pasta ³	Brown Rice (in recipe)	WGR Crust ³ <i>(Or WGR Flatbread)</i>
	Portion	2 oz	½ cup	½ cup	Per 1 ½ cup portion	1 slice <i>(Or 2 oz WGR flatbread)</i>
	Contribution (oz. eq.)	2 oz eq	1 oz eq	1 oz eq	1 ½ oz eq	2 oz eq
	2 nd Item (If planned)		WGR Tortilla Chips ³	WGR Roll ³	WGR Flatbread ³	
	Portion		1 oz	1 oz	1 oz	
	Contribution (oz. eq.)		1 oz eq	1 oz eq	1 oz eq	
Fruits¹ Daily minimum: 1 cup	Item	Fruit	Fruit	Fruit	Fruit	Fruit
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup
	2 nd Item (If planned)	100% Juice	100% Juice	100% Juice	100% Juice	100% Juice
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup

¹Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.

²Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.

³To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to [USDA's Whole Grain Resource](#).

⁴Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.

Grades K-8 Lunch Menu Planning Template-Five Day

Vegetables Minimum 1 cup per day		Day 11	Day 12	Day 13	Day 14	Day 15
Dark Green Weekly minimum: 1/2 cup	Item				Broccoli	Romaine
	Portion in cups				½ cup	½ cup (credits ¼ cup)
Red/Orange Weekly minimum: 1-1/4 cup	Item		Salsa	Marinara Sauce	Carrots	Tomato
	Portion in cups		¼ cup	½ cup	½ cup	1/4 cup
Beans Weekly minimum: 1/2 cup	Item		Black Beans			
	Portion in cups		½ cup			
Starchy Weekly minimum: 1/2 cup	Item	Mashed Potatoes	Corn			
	Portion in cups	½ cup	½ cup			
Other Vegetables Weekly minimum: 3/4 cup	Item	Lettuce, Tomato, Pickle		California Blend Vegetables	Carrots/Celery/Onions (in recipe)	Zucchini or Yellow Squash
	Portion in cups	¼ cup, ¼ cup, 1/8 cup (credit ½ cup)		½ cup	¼ cup	½ cup
Other Foods	Item					<i>Pizza Toppings (optional)</i>
	Portion in cups					<i>1 Tbsp</i>
Condiments	Item	Mayonnaise				RF Ranch
	Portion size	1 Tbsp				1 oz

Daily Milk	White	Chocolate	Strawberry	Other (specify)
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

EXHIBIT B, Continued

Meal Components	Minimum Per Day	Minimum Per Week	Notes
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Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

Effective SY 2023-2024 | FDACS Rev.

Grades K-8 Lunch Menu Planning Template-Five Day

Milk	1 cup	5 cups	<p>A minimum of two choices must be offered:</p> <ul style="list-style-type: none"> • Fat-free flavored and unflavored milk and/or • Low-fat (1%) flavored and unflavored milk <p>Unflavored milk must be offered at every meal.</p>
Fruit	1 cup	5 cups	<p>May be from a single source or from a combination of two or more smaller portions with 1/8 cup being the smallest creditable amount.</p> <p>100% (full-strength) fruit and vegetable juices are creditable ounce-for-ounce but no more than half of the fruit offerings planned for both breakfast and lunch may be in the form of juice.</p> <p>¼ cup of dried fruit credits as ½ cup of fruit.</p>
Vegetables	<i>Optional at breakfast</i>	N/A	Can be substituted for fruits. Check with State Agency for additional guidance.
Meat/Meat Alternate	<i>Optional at breakfast</i>	N/A	Can be substituted for grains after the minimum daily grain requirement is met (1 oz. M/MA = 1 oz. eq. grain).
Grains	1 oz. eq.	9 oz. eq.	<p>80% of the grains offered must be whole grain or whole grain-rich. Cooked cereals/grains should be listed in cups (e.g. oatmeal, grits).</p> <p>More information on crediting grains can be found in the USDA Food Buying Guide and Tools for Schools.</p>
<p>Daily amount based on the weekly average: 450-500 calories; sodium ≤ 540 mg; < 10% of total calories from saturated fat; 0 grams trans fat</p>			

INSTRUCTIONS: Your menu template will be reviewed by a Registered Dietitian for adequate components and acceptable products.

Please send one of the following forms of documentation for each item that consists of 2 or more ingredients:

- Recipe that includes the ingredients and ingredient amounts by weight and volume, serving size, and total yield (number of servings)
- USDA-Authorized CN Label (provide a digital photo or photocopy of the CN Label and the nutrition facts with ingredient list) or
- Product formulation statement on manufacturer's letterhead that demonstrates how the processed product contributes to the meal pattern requirement and digital photo or photocopy of the product's nutrition facts with the ingredient list.

For each grain item, send one of the following forms of documentation:

- Digital photo or photocopy of the product's ingredient list showing whole grain as the primary ingredient by weight
- Digital photo or photocopy of the food label showing the amount of whole grain in grams for the appropriate NSLP/SBP serving size or one of the FDA whole-grain health claims
- USDA-Authorized CN Label
- Product formulation statement on manufacturer letterhead or
- Recipe that includes the ingredients and ingredient amounts by weight and volume

Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group **K-12**

		Day 1	Day 2	Day 3	Day 4	Day 5
COMPONENTS ↓	MENU NAME →	WGR Muffin w/Cheese Stick	WGR Pancakes w/Light Syrup	WGR Cereal w/Yogurt	Build Your Own Breakfast Burrito	WGR Bagel w/Cream Cheese
Fruits 100% Juice <i>(no more than ½ of total fruit)</i> Daily minimum: 1 cup	Item	Apples	Banana	Dried Fruit	Pineapples	Mixed Fruit
	Portion in cups	1 small or 1/2 cup slices ¹	1 each (1/2 cup)	¼ cup	½ cup	½ cup
	2 nd Item (If planned)	100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice
	Portion in cups	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)
Grains² (2nd item may be M/MA) Daily minimum: 1 oz. eq. Weekly minimum: 9 oz. eq.	Item	WGR Muffin (Purchased ³ or Scratch)	WGR Pancakes	WGR Cereal Choice	WGR Tortilla	WGR Bagel
	Portion	2 oz	2.4 oz	1 cup or 1 oz	1 medium (≥ 42 grams)	2.3 oz
	Contribution (oz. eq.)	1 oz eq	2 oz eq	1 oz eq	1.5 oz eq	2.25 oz eq
	2 nd Item (If planned)	Cheese Stick		Vanilla or Strawberry Yogurt	Scrambled Eggs , Ground Turkey Sausage, Shredded Cheese	
	Portion	1 oz		½ cup (4 oz)	¼ cup, 1/8 cup, 1/8 cup	
	Contribution (oz. eq.)	1 oz eq		1 oz eq	2 oz eq, ½ oz eq, ½ oz eq	
Other Foods/Condiments (If planned)	Item		Light Syrup		Salsa	Reduced-Fat Cream Cheese
	Portion size		2 Tbsp (1 oz)		2 Tbsp (1 oz)	2 Tbsp (1 oz)
	Item					Jelly
	Portion size					2 tsp (0.5 oz)

¹ Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.

² Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.

³ To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to [USDA's Whole Grain Resource](#).

⁴ Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.

Daily Milk	White	Chocolate	Strawberry	Other (specify)
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group **K-12**

		Day 6	Day 7	Day 8	Day 9	Day 10
COMPONENTS ↓	MENU NAME →	WGR Cereal w/Cheese Stick	WGR Waffles w/Light Syrup	Yogurt Parfait w/WGR Granola	WGR Biscuit w/Turkey Sausage	Cheese Grits w/ Scrambled Eggs
Fruits 100% Juice <i>(no more than ½ of total fruit)</i> Daily minimum: 1 cup	Item	Banana	Oranges	Fresh Berries or Dried Fruit	Peaches	Mixed Fruit
	Portion in cups	1 each (1/2 cup)	1 each (1/2 cup) ¹	½ cup or ¼ cup	½ cup	½ cup
	2 nd Item (If planned)	100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice
	Portion in cups	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)
Grains² (2nd item may be M/MA) Daily minimum: 1 oz. eq. Weekly minimum: 9 oz. eq.	Item	WGR Cereal Choice ³	WGR Waffles ³	WGR Granola ³	WGR Biscuit (Purchased ³ or Scratch)	Grits w/Cheese
	Portion	1 cup or 1 oz	2.4 oz	¼ cup (1 oz)	2 oz	½ cup (cooked), 0.5 oz
	Contribution (oz. eq.)	1 oz eq	2 oz eq	1 oz eq	2 oz eq	1 oz eq, 0.5 oz eq
	2 nd Item (If planned)	Cheese Stick		Vanilla or Strawberry Yogurt	Turkey Sausage Patty ⁴ or Sliced Ham	Scrambled Eggs
	Portion	1 oz		½ cup (4 oz)	1 oz cooked	¼ cup
	Contribution (oz. eq.)	1 oz eq		1 oz eq	1 oz eq	2 oz eq
Other Foods/ Condiments (If planned)	Item		Light Syrup			
	Portion size		2 Tbsp (1 oz)			
	Item					
	Portion size					

¹Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.

²Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.

³To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to [USDA's Whole Grain Resource](#).

⁴Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.

Daily Milk	White	Chocolate	Strawberry	Other (specify)
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group **K-12**

		Day 11	Day 12	Day 13	Day 14	Day 15
COMPONENTS ↓	MENU NAME →	WGR Cereal w/Graham Crackers	WGR French Toast w/Turkey Sausage	WGR Banana Bread	WGR English Muffin w/Egg & Cheese	Oatmeal w/Dried Fruit & Yogurt
Fruits	Item	Oranges	Banana	Mixed Fruit	Peaches	Dried Fruit
100% Juice <i>(no more than ½ of total fruit)</i>	Portion in cups	1 each (1/2 cup) ¹	1 each (1/2 cup)	½ cup	½ cup	¼ cup
2 nd Item (If planned)		100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice
Daily minimum: 1 cup	Portion in cups	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)
Grains² (2nd item may be M/MA)	Item	WGR Cereal Choice ³	WGR French Toast ³ (Purchased ⁴ or Scratch)	WGR Banana Bread ³ (Purchased or Scratch)	WGR English Muffin ³	Spiced Oatmeal
	Portion	1 cup or 1 oz	2.4 oz (or 1 piece, per recipe)	4 oz (or 2 pieces, per recipe)	2 oz	¾ cup per recipe
	Contribution (oz. eq.)	1 oz eq	1 oz eq	2 oz eq	2 oz eq	1 oz eq
	2 nd Item (If planned)	Graham Crackers	Turkey Sausage Patty ⁴ or Cheese Stick		Egg Patty ⁴ or Scrambled Eggs , Sliced Cheese	Vanilla or Strawberry Yogurt
	Portion	1 oz (28 g)	1 oz		1 each or ¼ cup , 0.5 oz	½ cup (4 oz)
	Contribution (oz. eq.)	1 oz eq	1 oz eq		1.5 oz eq	1 oz eq
Other Foods/ Condiments (If planned)	Item		Light Syrup			
	Portion size		2 Tbsp (1 oz)			
	Item					
	Portion size					

¹Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.

²Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.

³To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to [USDA's Whole Grain Resource](#).

⁴Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.

Daily Milk	White	Chocolate	Strawberry	Other (specify)
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

EXHIBIT C
FOOD BASED NUTRITION STANDARDS
FOR MENU PLANNING
NATIONAL SCHOOL LUNCH PROGRAM & SCHOOL BREAKFAST PROGRAM

	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5	Grades 6-8	Grades 9-12	Grades K-5	Grades 6-8	Grades 9-12
Meal Pattern	Amount of Food ^a Per Week (Minimum Per Day)					
Fruits (cups) ^{b,c}	5 (1)	5 (1)	5 (1)	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^{b,c}	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green ^d	0	0	0	½	½	½
Red/Orange ^d	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) ^d	0	0	0	½	½	½
Starchy ^d	0	0	0	½	½	½
Other ^{d,e}	0	0	0	½	½	¾
Additional Veg to Reach Total ^f	0	0	0	1	1	1½
Grains (oz. eq.)	7 (1)	8 (1)	9 (1)	8 (1)	8 (1)	10 (2)
Meats/Meat Alternates (oz. eq.)	0 ^g	0 ^g	0 ^g	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^l	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal) ^{h,i,o}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ⁱ	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) ^{l,j}	≤ 540	≤ 600	≤ 640	≤ 1,230	≤ 1,360	≤ 1,420
Target 1, 2014-2015						≤ 1,420
Target 2, 2017-2018	≤ 485	≤ 535	≤ 570	≤ 935	≤ 1,035	≤ 1,080
Target 3, 2022-2023	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
Trans fat ^k	Nutrition label or manufacturer specifications must indicate zero grams of <u>trans</u> fat per serving.					

^aFood items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ¼ cup.

^bOne quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^cFor breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups as defined in §210.10(c)(2)(iii).

^dLarger amounts of these vegetables may be served.

^e This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in § 210.10(c)(2)(iii).

^fAny vegetable subgroup may be offered to meet the total weekly vegetable requirement.

^gThere is no separate meat/meat alternate component in the SBP. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

^hThe average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).

ⁱDiscretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

^jFinal sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast.