

(ATTACHMENT) ACTION ON REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(E) AND ENTER INTO A CONTRACT WITH SYSCO EASTERN WISCONSIN LLC FOR PRIME FOOD VENDOR

Contract Requisition Number: CR036514
Contract Number: C027349
Vendor Number: V0644579

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
PRIME VENDOR PROFESSIONAL SERVICES CONTRACT**

This Contract is being entered into this 1st day of July 2018, by and between **Sysco Eastern Wisconsin LLC** (“Distributor”) and Milwaukee Board of School Directors (“MPS” or “District”). This Contract is the result of an open competitive procurement, specifically Request for Proposal (RFP) 968.

1. SCOPE OF SERVICES

Distributor shall be designated as MPS’s “Prime Vendor” responsible for ordering, warehousing, delivering food/supplies, and providing information/services for the District’s respective Child Nutrition Programs, including the National School Lunch Program, Breakfast School Program, After-School Snack Program, Summer Food Services Program, Child and Adult Care Food Program, Fresh Fruits and Vegetables Program and the Unprocessed Local Fresh Fruit and Vegetable Program. Distributor will also be responsible for the storage and delivery of USDA Commodity Foods through MPS’s Direct Diversion program. Excepting USDA Commodity Foods, the Distributor will be reimbursed on a Cost Plus Fixed Fee basis per item, as required by 4 CFR § 210.21. For USDA Commodity Foods, the Distributor will be reimbursed for storage and delivery only.

When procuring on behalf of MPS, Distributor will need to comply with applicable requirements set forth in federal and state regulations including policy and instructions issued by the U.S. Department of Agriculture (USDA) and Wisconsin Department of Public Instruction (DPI). The applicable regulations include but may not be limited to, 7 CFR 210 (National School Lunch Program), 7 CFR 220 (School Breakfast Program), 7 CFR 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk), 7 CFR 250 (Food Distribution Program), 7 CFR 225 (Summer Food Service Program for Children), and 2 CFR 200 (super circular).

RFP 968 and Distributor’s Response to RFP 968 are incorporated herein by reference. Definitions for the capitalized terms set forth in this Section 1 can be found therein.

Distributor shall provide, at its own expense, all personnel required to perform the services under this Contract.

In serving as MPS’s “Prime Vendor,” Distributor shall adhere to the following requirements:

1.1 Experienced Team to Support MPS Account

Due to its size and complexity, Distributor must establish a team of experienced staff members who will be assigned to the MPS Account. The team should be local (staff members working out of the warehouse and office that will service MPS) and include at least the following roles:

- a) Account Manager
- b) Merchandising Manager
- c) Customer Service Liaison
- d) Transportation Manager
- e) Technology Coordinator
- f) Pricing Manager
- g) Produce Director

It is MPS’s expectation that 90% of the Account Manager and Customer Service Liaison’s time will be devoted to the MPS Account. The Account Manager must have a minimum of two years of experience working with school nutrition programming; including familiarity with Direct Diversion, USDA Commodity Foods, FFVP and the ULFFVP.

1.2 Ordering System Software

SNS currently uses Horizon Software’s Back of the House (BOH) system. Therefore, Distributor’s software system must interface with MPS’s third party BOH system. All orders will be created by SNS in the BOH system. SNS will export the order from BOH and import into Distributor’s selected online ordering system using ST2 formatting. Upon receipt of each site order in its software system, Distributor must send email confirmations to both the site and SNS.

The District will export the majority of orders to Distributor on Mondays by approximately 4:00 p.m. for the following week’s delivery. Late orders are submitted the following day, Tuesdays, by approximately 12:30 pm. Orders transmitted on Thursdays are for additions/subtractions to already established orders for the next week. The District will develop a process for handling additions/subtractions in concert with Distributor.

Distributor software issues, including interfacing issues with the District’s BOH system must be resolved within 5 business days. Thereafter, unresolved software issues will result in Distributor being assessed a financial penalty of \$100.00 per day.

1.3 Products

The Distributor will provide to MPS frozen, refrigerated and shelf stable food items in addition to non-food items such as paper goods, chemicals and small wares. Food items not included in this RFP include fresh bread products (pan rolls, hamburger buns, hot dog buns, etc.) and 8 oz. milk cartons.

Distributor must adhere to the following requirements as it relates to product decisions:

- a) Prior Approvals: SNS approves all private label products used in the Child Nutrition Programs as well as any product changes proposed by the Distributor. The District must receive written notification when the manufacturer of any private label product is changed. The District shall require the Distributor to stock a specified product if the substitution that the Distributor suggests does not meet District requirements.
- b) Notification of Changes/Discontinuations: Distributor will not drop or discontinue a product required by MPS without 30 days' notice; these discontinuations include, but are not limited to manufacturer, house brand packer, pack size, or any other discontinuations. Failure to provide notice shall result in a \$100.00 penalty per incident per affected MPS site. If a suitable replacement cannot be agreed upon by the time the product is on the menu, the penalty will be doubled to \$200.00. The Distributor is not responsible for discontinuations by Suppliers, but still must provide notice to MPS with a copy of the Supplier's notification promptly upon Distributor's receipt of such notice.
- c) Buy American: To the maximum extent practicable, Distributor must purchase domestic commodities or products. Buy American/domestic commodity or product is defined as an agricultural commodity produced in the United States (US) or processed in the US substantially (at least 51%) using agricultural commodities produced in the US.
- d) Changes in Child Nutrition Programming: Distributor must comply with changes to Child Nutrition Program standards as they relate to products and services provided by the Distributor. All products shall conform to Federal and State regulations and requirements in the NSLP, the SBP, CACFP, and other Federal and State regulated nutritional programs (including new meal patterns) in which the District participates.
- e) Nutrition Information: Nutritional information must be provided for each new product prior to shipment to MPS.
- f) Buy Local: SNS is committed to procuring food that is grown or produced in Wisconsin, or which is grown or produced within a 250-mile radius of Milwaukee. Distributor must continue MPS's established relationships with specific local Wisconsin farmers and make a concerted effort to procure more local food.
- g) Fresh Produce: Distributor will use its reasonable best efforts to maximize the useable shelf-life of produce items delivered to sites. MPS acknowledges that the shelf-life for certain produce products is less than 2 weeks and the shelf-life for produce varies based on time of the year.
- h) Food, Supplies and Equipment Sales to Schools and School-Sponsored Groups: Food, supplies and equipment sales to schools and school-sponsored groups must go through SNS.
- i) Recalls. Distributor must comply with all federal, state and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Distributor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the District and assurance that unsafe products are identified and removed from District sites in an expedient, effective, and efficient manner. Distributor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

1.4 Pricing

All food and supply pricing will remain unchanged for one month with the exception of market items (defined as dairy, meat, seafood, poultry and produce). Distributor will be responsible for setting up bid pricing, allowances or rebates for all products covered by this Contract.

- a) Cost: "**Cost**" is defined as the cost of the product as shown on the invoice to Distributor or an affiliated entity of Distributor ("**Affiliate**") that is controlled directly or indirectly by Sysco Corporation ("**Parent**") delivering the product (in either case, the "**Operating Company**"), plus, if the price on such invoice is not a delivered price, Applicable Freight (defined below). The invoice used to determine Cost of a product will be an invoice issued to Distributor from the seller of such product which may include suppliers, brokers, growers, packers, manufacturers, redistributors, consolidators, Affiliates, including Sysco Merchandising and Supply Chain Services, Inc. ("**SMS**"), or any other source of Products (collectively, "**Supplier**"). Suppliers (including SMS and other Affiliates) set invoice prices of Products sold to the Distributor and may include an amount that reflects Earned Income for Merchandising Services (as such terms are defined below). In addition, for certain commodity products like produce, SMS and other Affiliates may use replacement cost or current market average cost as its cost to the Distributor. Cost will not be reduced by Earned Income or cash discounts.

"Applicable Freight" means a per-case freight charge based on market conditions for moving products from the source to the Distributor. Applicable Freight charges may include: (i) common or contract carrier charges billed by any Supplier or a third party; (ii) common or contract carrier charges billed by a freight management service operated by Parent or Affiliates ("**FMS**") for third party carriage arranged by FMS; (iii) charges billed by FMS for shipments back hauled on trucks owned or leased by Parent or Affiliates; or (iv) charges such as fuel surcharges, cross-dock charges, unloading and restacking charges, container charges, air freight charges and other similar charges not included in Supplier's invoice cost that are required to bring product into the Distributor's warehouse. MPS acknowledges that Parent may manage freight (through FMS or otherwise) and may charge Applicable Freight, which may include an amount in excess of the costs incurred in arranging the transportation that reflects compensation for managing freight; provided that Applicable Freight for any product will not exceed (i) the Supplier's normal freight charge to the Distributor to ship normal quantity requirements of such product (including a freight charge that is part of a delivered price) or (ii) if the Supplier does not provide freight service, the rate normally payable by the Distributor for inbound shipments of a similar quantity of product.

Merchandising Services. Parent and Affiliates, including SMS and Operating Companies, perform value-added services for Suppliers of SYSCO® Brand and other Products ("**Merchandising Services**"). These services include, but are not limited to, (i) supply chain services such as consolidation of Operating Company purchases from Suppliers, management of Supplier ordering processes, consolidation of payments by Operating Companies to Suppliers, processing claims by Operating Companies for Product loss and shortages, advanced inventory management, freight consolidation and management and other services associated with management of the total supply chain, (ii) quality assurance and (iii) regional and national marketing and performance-based product marketing. Parent and Affiliates, including SMS, may recover the costs of providing Merchandising Services, may be compensated for these services and may retain any savings they may receive throughout the supply chain by utilizing their expertise, resources and capital, a portion of which is used to offset expenses already incurred. Parent considers such cost recovery, compensation and retained savings for Merchandising Services to be earned income ("**Earned Income**"). Earned Income takes many forms including promotional allowances, volume discounts, growth programs, marketing programs and any other payments from Suppliers and may be provided through rebates or other payments from the Supplier or through net pricing from Suppliers that reflects such Earned Income. Parent may retain Earned Income, receipt of which does not reduce the Cost or sell price of any product. Earned Income does not include manufacturer promotional allowances for the period of the promotion that are intended to be passed along to MPS and are shown on the face of the invoices used to determine Cost.

Controlled Price Products. There are a limited number of Products ("**Controlled Price Products**") that are governed by agreements with Suppliers binding upon the Distributor which establish the ultimate price at which the Distributor must sell the Product to the MPS ("**Controlled Price Agreements**"). Controlled Price Agreements are limited to bag-in-box products from Coca Cola North America and Pepsi Cola Company, products from Ecolab, Inc. and other products expressly agreed to in writing by the Distributor and MPS. The sell price for Controlled Price Products shall be the amount prescribed (or calculated in accordance with) the applicable Controlled Price Agreement.

Supplier Agreements; Customer Contract Pricing. MPS may provide Distributor with written evidence of the existence of all agreements it has with any Supplier for the purchase of Products to be distributed under this Agreement ("**Supplier Agreements**"), utilizing the supplier detail form provided by the Distributor (the "**Supplier Detail Form**"). Supplier Agreements include agreements for which the Supplier and MPS have agreed on (i) allowances for the MPS ("**Supplier Allowances**") or (ii) the guaranteed cost Supplier will charge a distributor for Product to be resold to the MPS ("**Supplier Guaranteed Distributor Cost**"), which cost may be either delivered at Supplier plant or to Distributor. Products subject to Supplier Agreements are referred to herein as "**Contracted Products**". In determining the sell price of any Product covered by a Supplier Agreement, Distributor will replace Cost with Supplier Guaranteed Distributor Cost, plus, if Supplier Guaranteed Distributor Cost is not a delivered price, Applicable Freight.

- b) Net MPS Delivered Price: Cost, plus the Fixed Fee.

MPS will not accept any additional delivery charges including additional freight or fuel charges.

Distributor must update the pricing list for market items on a weekly basis, as set forth in Section 1.9(b). If a product's price change is not listed on the weekly price change report and is not provided via e-mail by 12:00 p.m. every Friday for the following week, the District will not accept the new price until the following Friday's weekly price change report.

For all other items purchased, Distributor must update the pricing list on a monthly basis, as set forth in Section 1.9(a). If a product's price change is not listed on the monthly price change report and is not provided via e-mail in the last week in the month prior to the change in price, the District will not accept the new price until the following month's monthly price change report.

These weekly and monthly price change reports must be capable of being downloaded into the District's BOH system and must contain the following criteria: Vendor product number, Price per case, Unit/ pack, BOH Stock Item number.

1.5 Menus

Currently, the District uses a four-week Cycle Menu for breakfast, a modified four-week Cycle Menu for lunch, a three-week Cycle Menu for dinner and a four to five week snack menu. Menus and Production Records will be supplied to Distributor four to six weeks in advance, along with a school calendar that is color coded to reflect the various cycle weeks and off days of the school kitchens.

Distributor must adhere to the following requirements as it relates to menus:

- a) Availability of Product: Use reasonable efforts to stock product at the warehouse two weeks prior to the item being menued (with the exception of fresh produce) to aide in accommodating any trucking issues, product shortages and/or other issues to allow for recovery or menu adjustments
- b) Forecasting: Forecast product usage from history and approximate meal counts provided by MPS. The Distributor must be aware that meal programs for breakfast, lunch and dinner are "Offer Versus Serve" (a provision in the NSLP and SBP that allows students to decline some of the food offered) and students do not need to select all food items offered. Thus, building a history of usage is pertinent. The Distributor will commit to forecasting the procurement of products, including the process for ordering, receiving, inventorying, analyzing product usage, invoicing, etc.
- c) Menu Management: Properly manage the ordering of directly diverted products. MPS participates in the Direct Diversion Program for usage of their Government Commodity Entitlement Dollars along with USDA Commodity Food items. Due to a "fixed" amount of raw materials sent to the manufacturer, it is the responsibility of the selected Distributor to be cognoscente of the balance of raw product and cases in inventory as not to over procure directly diverted products. The District will not be able to take ownership of the product, if the raw pounds of product in MPS's direct diversion account balance is depleted.

1.6 Reserving of Product

Product ordered must be reserved from time of transmittal of orders from MPS to Distributor to prevent out of stocks (Example-delivery placed Monday for following weeks' deliveries).

1.7 Substitutions of Product

No minimum order charges may be applied to the District due to Distributors shortages or substitutions. If an item is to be substituted, Distributor must adhere to the following requirements:

- a) Notification: When a product is substituted, shorted or "out of stock" the Distributor must endeavor to notify SNS of the situation a minimum of twenty-four (24) business hours prior to delivery when practicable.
- b) Prior Approval: All substitutions require prior approval by a SNS designee. If the Distributor is temporarily out of stock of a particular product, an equal or superior product at an equal or lower price must be delivered, as long as prior approval has been received. If the substituted product is priced higher than the original product, the Distributor will absorb the increase in price.
- c) Labeling on Invoices: The item, quantity ordered and quantity delivered (even if zero) that is substituted, shorted or "out of stock" must remain on the Distributor's delivery ticket provided to each site upon delivery. The item substituted must be listed as a separate line item below the original item and must be clearly labeled with product name, separate product code, quantity being delivered and pricing.
- d) Fill Rate: Substitutions may not exceed 3% of products being ordered. The Distributor's weekly average fill rate shall be at least 97% in the aggregate based on all MPS locations that received a delivery. Approved substitutions, orders that are not in compliance with menus provided to Distributor, and Supplier outages caused by force majeure events shall not reduce the Distributor's fill rate. Any line items not completely filled with be considered unfilled.
 - i. Fill Rate Penalty. MPS will assess a penalty against the Distributor in the amount of \$500.00 for every 1% under the 97% minimum of the weekly fill rate.

In acknowledgement of the time needed to adjust to operations under the new Contract, the District will not enforce the Fill Rate Penalty until after October 31, 2018.

1.8 Deliveries

Distributor's drivers are expected to deliver goods into the proper storage location (storeroom/freezer/cooler) at each school site, allowing for reasonable passage ways. Exits and entrances must never be blocked.

All deliveries must include a detailed, correctly priced, extended and totaled invoice for signature by the District. Drivers must give District school personnel time to check-in the order before signing the invoice. All invoices must be signed by SNS personnel, with the exception of early access sites. All other unsigned delivery invoices will not be paid. Any variations from the delivery ticket, such as shortages, damages, miss picks etc., must be noted on the ticket and initialed by both the driver and an SNS employee. Delivery issues at early access sites will be forwarded to Distributor within one business day.

- a) Weekly Deliveries to Sites: Weekly deliveries to each of the District's school sites are expected. Some sites may require 2-3 deliveries per week, or even daily deliveries. The comprehensive list of school sites is included in Attachment C of RFP 968. The 2017 summer program sites are listed in Attachment D of RFP 968 for reference.
- b) Additional Deliveries: Distributor will accommodate additional deliveries or delivery site(s), which may be required due to the opening/closings of schools; combining of schools, lack of freezer/refrigeration space, etc.) The District will notify Distributor immediately if there are any changes to the school calendar(s) or site(s) which affect Distributor's delivery schedule.
- c) Off Day Deliveries/Out Items: Off-day deliveries are deemed necessary when items are not available to sites on their regularly scheduled delivery day due to the following:
 - i. Product not being available due to late procurement and /or an inadequate amount of product procured by Distributor;
 - ii. Warehouse cuts; or
 - iii. Misplacement of product in warehouse.

Bringing product into Distributor's warehouse "just in time" for delivery to sites is not acceptable.

Distributor will use reasonable efforts to warehouse items (other than fresh produce) a minimum of 2 weeks prior to when they are menued so the items can be delivered on site's regular scheduled delivery days. If Distributor makes unapproved off-day deliveries of more than 8 menued items per calendar month because Distributor failed to stock such menued items in accordance with MPS' provided menus then MPS will assess a \$50.00 penalty against the Distributor for each additional day of such month that Distributor makes an unapproved off-day delivery of a menued item because Distributor failed to stock such menued item in accordance with MPS' provided menus.

- d) District Closing Notification: In case of inclement weather and the closing of the District or a portion thereof, the Distributor will accept notification as late as 7:00 a.m. of the postponement of that day's delivery. The Distributor must be prepared to postpone all deliveries to affected District school sites at the time of notice. In the event such notice is given, it is expected that the Distributor will return all routes to its warehouse and store all products at the appropriate storage temperatures. It is also expected that the Distributor will resume deliveries of District school sites the following day. The Distributor shall not be penalized for off-day deliveries caused by the District closing for inclement weather.
- e) Delivery Windows: For Early Start schools, all deliveries must occur between the hours of 6:00 a.m.– 2:00 p.m. For Late Start schools, all deliveries must occur between the hours of 7:00 a.m.–2:00 p.m. There are approximately 13 sites that have adequate walk in coolers and freezer capacity that allow for early access into the school building. These sites are: Bradley Tech High School, MACL, Reagan High School, Bay View High School, Milwaukee High School of the Arts, South Division High School, Hamilton High School, North Division High School, Starms Early Childhood, Rufus King International High School, Obama School of Career and Technical Education, Vincent High School. The Distributor will work in conjunction with MPS's Department of Facilities and Maintenance to establish the necessary requirements for early access entry.
- f) Priority Consideration: A letter must be on file explaining that the District would receive priority consideration along with the Distributor's other priority customers in the event of a strike by either party, emergency conditions or disasters; provided, however, the federal government takes precedent over the District.
- g) Delivery Issues: Distributor's Account Manager assigned to the MPS Account will issue bona fide credits for shortages or damaged product. Damaged or incorrectly delivered items can be either:
 - i. Picked up by the Distributor on the next delivery if discovered after the driver leaves; or
 - ii. Immediately returned at the time of delivery if noticed upon receiving of product. The driver can issue credit the same day of delivery and take back the item(s) delivered that same day.

- h) Replacement of Damaged or Unusable Product: Unless otherwise approved in advance by SNS, if product is omitted from an order by the Distributor or is delivered in an unacceptable condition (i.e. defrosted frozen product or damaged containers) then a replacement delivery must be made for such product no later than forty-eight (48) to seventy-two (72) hours prior to the scheduled service time for such product, which such time period shall be determined by the parties based on the type of kitchen and delivery schedule for the applicable MPS location. Delivery Vehicle Conditions/Requirements: The District expects delivery vehicles to be clean, adequately equipped, and properly operating. In addition, several sites require a truck with a lift gate installed to make deliveries including King International HS and Milwaukee Parkside. While not required, the District suggests utilizing a truck with a life gate at the following sites for efficiency purposes: Vincent High School, MACL, Milwaukee High School of the Arts, Rogers Street Academy, Lincoln Middle, Audubon and Obama School of Career and Technical Education.

1.9 Reports

The Distributor must provide a variety of reports to the District on an ongoing base throughout the Contract term. These reports will assist the District in providing data to update SNS' BOH system, compare District figures to Distributor's figures and evaluating the Distributor's performance. Currently, the required reports include:

- a) Monthly Price Changes: The monthly price change report must include a list of current month's prices, a list of the following month's prices and the variance. This report must be provided to SNS the last week of each month to determine the following month's pricing.
- b) Weekly Price Changes: The weekly price change report is only applicable to those market items (defined as dairy, meat, seafood, poultry and produce) procured by SNS. The report must include a list of current weekly prices, the following week's price list and variance. This report must be e-mailed to SNS by 12:00 p.m. every Friday to determine the following week's pricing.
- c) Manufacturer Rebate Reports: Monthly or weekly reports that will facilitate the District's ability to track and capture manufacturer's rebates.
- d) Volume Reports: Monthly or weekly volume reports, by school site and/or district wide, as requested by SNS.
- e) Manufacturer and Processor Rebate, Allowance and Bid Pricing Report: A monthly report of the current manufacturer or processor discounts and timelines being offered.
- f) Weekly Fill Rate Report: Weekly fill rate report to determine what percentage of cases actually ordered were received by the each site.
- g) Menued Item Reporting: Upon request by the District, the Distributor must provide a copy of the purchase order(s) indicating when menued items were received into the Distributor's warehouse.
- h) Weekly USDA Commodity Usage Report: this report will list each government commodity food item and the quantity (cases) delivered to MPS sites during a week time frame (Monday through Friday) and the total number of cases remaining in the warehouse. This report must be evaluated weekly by SNS and the Distributor to verify correct quantities were ordered and delivered.

Additional reports may be requested at MPS' sole discretion.

1.10 Audits

The District will conduct a performance evaluation annually at the time of Contract renewal and a maximum of two (2) pricing verification audits throughout each Contract term. Any audit findings must be resolved within 90 days.

- a) Performance Evaluation: Distributor will be evaluated based on the performance metrics set forth in Section 2 below.
- b) Price Mark-Up Verification Audit: The Distributor will be notified of the date and time of the price verification audit at least 30 business days in advance. SNS will provide a list of items to be verified, not to exceed 100 items, and the date of the pricing period to be verified. The Distributor must furnish computer verification of costs for line items to be price verified. The Distributor shall be able to provide cost data from purchases between divisions or departments within its own organization.
- c) Notwithstanding anything to the contrary in this Section 1.10, each audit will consist of and be limited to reviewing computer reports generated by Distributor documenting Distributor's calculation of District's invoice price and the Distributor's delivered Cost. If requested, applicable Supplier invoices and accompanying freight invoices will also be made available. Supplier invoices consist of invoices from third party suppliers or from Affiliates, SMS or a specialty company, as applicable. Price verification adjustments, if applicable, will be made utilizing the net of undercharges and overcharges to the District. The audit process is subject to the following: (i) the date and time of the audit must be to the mutual agreement of the District and the Distributor; (ii) the audit will be made at the Distributor's location; and (iii) support for the audit may not be removed from the Distributor location where the audit is conducted.

1.11 Communications

Distributor’s Account Manager shall visit the offices of SNS weekly upon contract startup. Initially, this may amount to one full day per week to facilitate review of product samples and provide consultation and research. Afterwards, a weekly meeting will be established for approximately 1-2 hours for review of the week’s occurrences.

In addition, the District expects to hold at least one meeting between SNS and the Distributor’s upper management team and local team to discuss program status, resolve outstanding issues, and seek opportunities for service improvements and cost savings. Additional meetings may be required if major issues arise.

1.12 Hazard Analysis Critical Control Point (HACCP)

The Distributor shall comply with all applicable codes and regulations and subscribe to generally accepted industry standards which help to assure that products received into the food service establishment will be of high quality and free of unacceptable levels of contamination. The Distributor’s operations meet or exceed generally accepted industry standards. The Distributor must have:

- a) All required licenses and permits.
- b) Most current copies of regulatory agency inspection reports; if any deficiencies are cited therein, within 10 days of the receipt of such reports, the Distributor must provide the inspection report with a statement regarding the corrective action taken or to be taken.
- c) Currently valid certificates of insurance.

SNS must be advised immediately of any license or permit revocation, suspension or change of classification.

1.13 Direct Diversion and USDA Commodity Foods – State Warehouse

The Distributor must agree to carry the directly diverted products the District selects. The Distributor chosen will be expected to facilitate this program; including providing weekly on-line updates to the online tracking systems such as “K12” or “Processor Link” electronic inventory systems.

The District requires the Distributor to be set up as a state warehouse for USDA Food products due to the quantities of USDA commodity foods obtained by MPS; this includes receiving, storage and delivery of these items. The selected Distributor must be familiar and adhere to the guidelines set forth by USDA for operating as a State Warehouse. The guidelines include compliance with federal and state regulations, policies and instructions issued by the Wisconsin Department of Public Instruction (see Attachment J of RFP 968 for guidelines). Entering into the Contract with MPS shall constitute Distributor’s agreement to adhere to such guidelines, currently and as they are amended by the applicable agency.

If USDA Commodity Food products are in storage for an excess of 90-days after initial delivery to Distributor’s warehouse, the District will be assessed a Fixed Fee per case, per month in storage beyond the initial 90-day period. This storage fee invoice must be received by SNS on a monthly basis for all cases that have exceeded the 90-day minimum or the fees will be invalidated.

1.14 Biosecurity

Distributor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration, and under the USDA, Food Safety and Inspection Service.

2. TERM

This Contract shall be in effect from July 1, 2018 through June 30, 2019 with the possibility of four one-year extensions at the sole discretion of MPS. MPS will base its renewal decisions on the following performance metrics to be rated by MPS personnel. A Distributor must attain a minimum score of 90 points to be eligible for contract renewal; however, 90 points does not guarantee renewal.

Performance Metrics	Points
Efficiency and Accuracy of Deliveries	25
Customer Service/Responsiveness to Problem Solving	25
Effectiveness of Online Ordering System	20
Quality of Product	15
Invoicing and Billing Process Followed	15
Total	100

No work shall commence before a Distributor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Distributor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract.

3. COMPENSATION

Total compensation under this Contract shall not exceed \$25,000,000.

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered, pursuant to those penalty provisions outlined in Section 1 of this Contract.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Proper billing and invoicing is critical to the efficient operation of the District's Child Nutrition Programs. Distributor must adhere to the following standards:

- a) **Account Numbers:** Separate account numbers must be maintained for each delivery site for each regular account, USDA account and FFVP account. In the event additional accounts as deemed necessary by the District, Distributor shall accommodate the request.
- b) **Invoices:** In addition to the content standards set forth in the delivery requirements of Section 1.8 above:
 - i. Each invoice must have a unique invoice number;
 - ii. An electronic copy of each invoice must be sent to SNS by the day after each site's delivery (which is the day after the invoice date);
 - iii. All products must be invoiced within 60 days of receipt. The District will not pay invoices received outside of this time period.
- c) **Invoice Detail File:** Following the close of each calendar week, the Distributor will provide SNS a cumulative month-to-date file, listing each invoice line detail for each school, including credits. This report is to be sent no later than noon on the following Monday. This file should be Excel compatible and in the format provided in Attachment E of RFP 968. The file should be consistent with and include all data invoiced to each school. The final Invoice Detail File for the month must correspond to the below billing file.
- d) **Billing File:** A monthly billing file covering the entire District is required for payment within two business days after the period end date. The file must contain all invoice activity, including credits. The billing file will be submitted electronically following the format provided in Attachment F of RFP 968. *Beginning July 1, 2018, MPS is moving to a new finance system and the specific file layout will change.*
- e) **Credits:** All credits must be issued by the Distributor to the District within 30 days of the invoice date. This includes, but is not limited to, credits for: damaged products, incorrectly delivered products and incorrect pricing. Credits will be reviewed weekly by the District and Distributor's Account Manager. In the event credits due to the District are not applied to the District account within 30 days of the invoice date, the District reserves the right to withhold the credit amount from payments due to Distributor.

As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

4. NON APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Distributor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

5. NON-DISCRIMINATION

In the performance of work under this Contract, Distributor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation;

and selection for training, including apprenticeships. Distributor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Distributor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Distributor ineligible to participate in future contracts with MPS.

6. INDEMNITY

Distributor will be responsible for and will defend, indemnify and hold harmless District, its agents, officers and employees against all third party liabilities, losses, judgements, damages, monetary awards, claims and costs (including attorneys’ fees and court costs) suffered by, or which are claimed against, District for property damage or personal injury to the extent caused by or that arise out of the negligence or intentional misconduct of Distributor, its agents, subcontractor’s and employees. In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS’s negligence for acts, policies, or directives that affect the activities covered by this Contract.

7. BACKGROUND CHECKS

Distributor will conduct, at Distributor’s expense, a criminal information records background check, (hereinafter referred to as “background check”), through the Wisconsin Department of Justice and other appropriate states’ agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, “direct, unsupervised contact” with MPS students in the performance of this Contract. Distributor requests that no administrator, member, officer, employee or other representative of Distributor have direct, unsupervised contact with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Distributor will submit to MPS’s Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at 564@milwaukee.k12.wi.us), all completed background checks. Such records will be reviewed and MPS will notify Distributor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS’s sole discretion.

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not be subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Distributor understands and agrees that financial responsibility for claims or damages to any person, or to Distributor’s employees and agents, shall rest with the Distributor. Distributor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers’ Compensation, Employers’ Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers’ Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Distributor by MPS shall be:

Workers’ Compensation	Statutory Limits
Employers’ Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Distributor’s and subcontractors’ general liability insurance and umbrella liability insurance. Evidence of all required insurances of Distributor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits

will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. Distributor will promptly notify MPS of any cancellation, non-renewal or material change to any insurance coverage required by this Section 8 following Distributor's receipt of notice of such cancellation, non-renewal or material change.

9. SHIPPING /TAXES

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Directors' Textbook Contract, which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

10. IRREPARABLE HARM

It is mutually agreed the breach of this Contract on Distributor's part may result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Distributor's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

11. TERMINATION BY DISTRIBUTOR

Distributor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Distributor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

12. TERMINATION BY MPS - BREACH BY DISTRIBUTOR

If Distributor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving thirty (30) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Distributor promptly cures the alleged violation within thirty (30) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Distributor for use in completing the Contract; provided, however MPS must coordinate with the new distributor to ensure the new distributor takes delivery from Distributor all product and materials stocked by the Distributor for MPS.

13. TERMINATION BY MPS

MPS further reserves the right to terminate this Contract at any time for any reason by giving Distributor no less than sixty (60) days' prior written notice by Registered or Certified Mail of such termination. In the event of said termination, Distributor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Distributor shall be paid for all services rendered through the date of termination, including any retainage, and MPS will coordinate with the new distributor to ensure the new distributor takes delivery from Distributor all product and materials stocked by the Distributor for MPS. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

14. INDEPENDENT DISTRIBUTOR

Distributor agrees and stipulates that in performing this Contract, it is acting as an Independent Distributor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Distributor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Distributor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Distributor specifically covenant not to file any complaint, charge, or claim with any local,

state or federal agency or court in which Distributor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Distributor's behalf, Distributor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Distributor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

15. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other; provided, however, Distributor may assign its obligations hereunder to an affiliate without the prior written consent of District.

16. PROHIBITED PRACTICES

- A. Distributor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Distributor, has a conflict of interest.
- B. Distributor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."
- C. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- E. If the Contract is for apparel for \$5,000.00 or more, the Distributor agrees to provide only items manufactured by responsible manufacturers. Distributor is required to include a similar provision in all subcontracts to this Contract.

17. LIVING WAGE REQUIREMENT

Distributor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

18. NOTICES

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

19. WAIVER

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

20. INTEGRATION / SEVERABILITY

This Contract and its exhibits and addenda, if any, RFP 968 and Distributor's Response to RFP 968 constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of Distributor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

21. CHOICE OF LAW & FORUM

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

22. TIMING

Time is of the essence in this Contract; provided, however, Distributor shall not be in violation of this Agreement if Distributor fails to timely delivery a product so long as such product is delivered no later than forty-eight (48) to seventy-two (72) hours prior to the scheduled service time for such product, which such time period shall be determined by the parties based on the type of kitchen and delivery schedule for the applicable MPS location..

23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Distributor certifies that neither Distributor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Distributor specifically covenants that neither the Distributor or its principals, its sub-Distributors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

24. FORCE MAJEURE

MPS will not be liable to pay Distributor for any work that the Distributor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence). Distributor shall be excused for delays in Distributor's performance or failure to perform any of Distributor's obligations hereunder due to an act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease, or any other cause beyond Distributor's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by Distributor's negligence).

25. STUDENT DATA

Distributor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Distributor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Distributor from future MPS contracts for varying periods up to and including permanent debarment.

26. NON-DISCLOSURE

Absent prior written consent of the person listed in Section 3 or his/her designee, Distributor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Distributor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Distributor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Distributor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Distributor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

27. MPS LOGO/PUBLICITY

No Distributor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach.

28. ORDER OF PRIORITY

In the event of a conflict among the documents constituting this Contract, the order of priority to resolve the conflict shall be: 1) this Contract; 2) RFP 968; and 3) Contractor's Response to RFP 968.

29. PUBLIC RECORDS

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Distributor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Distributor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

30. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 5% per 12-month term. The student engagement requirement of this Contract is 900 hours per 12-month term. The Career Education requirement for this Contract is 20 hours per 12-month term. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

31. STATE AND FEDERALLY REQUIRED PROVISIONS

- A. Equal Employment Opportunity. Distributor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- B. Labor and Civil Rights Laws. Distributor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Distributor's performance of work under this Contract, Distributor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Distributor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
- C. Duty to Protect. Distributor shall not knowingly send any employee, agent or subcontractor personnel who is a registered sex offender or who has been convicted of sexual abuse to MPS's locations, buildings, or property when students are attending school or a school related activity. Distributor shall make periodic criminal history records inquiries as authorized by State of Wisconsin enactment of the Sex Offender Registration and Community Notification Law.
- D. Smoking. Distributor shall comply with all prohibitions on smoking in MPS facilities and grounds pursuant to applicable federal, state, and local laws or policies.
- E. Unauthorized Workers. The employment of unauthorized workers by Distributor is considered a violation of federal and state law. If Distributor knowingly employs unauthorized workers, such a violation shall be cause for termination of this Contract.
- F. Clean Air Act and Energy Policy and Conservation Act. Distributor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Distributor shall report all violations to the SFA and to the relevant federal or state agency as appropriate.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

DISTRIBUTOR (Vendor #: V0644579)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

By: _____
Aaron A. Konkol, J.D.
Director, Procurement and Risk Management

Date: _____

Date: _____

Sysco Eastern Wisconsin LLC
One Sysco Drive
Jackson, WI 53037
(262) 677-6327

By: _____
Darienne B. Driver, Ed.D.,
Superintendent of Schools

Date: _____

SSN / FEIN:

Budget Code: LNC-0-0-LNH-xx-EFOD
LNC-0-0-LNH-xx-EACR
LNC-0-0-LNH-xx-ESUP
LNC-0-0-LNH-xx-ENCQ
LNC-0-0-LNH-xx-EFCM
BKF-0-0-BKF-xx-EFOD
BKF-0-0-BKF-xx-ENSUP
BKF-0-0-BKF-xx-ENCQ
SFS-0-0-SLN-xx-EFOD
SFS-0-0-SLN-xx-ESUP
SFS-0-0-SLN-xx-ENCQ
SFS-0-0-SLN-xx-EFCM
DNR-0-0-DNR-xx-EFOD
DNR-0-0-DNR-xx-ESUP
SNK-0-0-SNK-xx-EFOD
SNK-0-0-SNK-xx-ESUP
CAT-0-0-FNP-xx-EFOD
CAT-0-0-FNP-xx-ESUP

By: _____
Mark A. Sain, President
Milwaukee Board of School Directors

Date: _____

Reviewed by Risk Management:

By: _____

Date: _____