

EAST HAVEN PUBLIC SCHOOLS CONNECTICUT

REQUEST FOR PROPOSAL/CONTRACT: FOOD SERVICE MANAGEMENT COMPANIES

RESPONSE DUE DATE: April 29, 2016 at 11:00 AM Bid Number: 16-002

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov.

This institution is an equal opportunity provider.

TABLE OF CONTENTS

| | | |
|---------------------|---|----|
| Section A | General Information | 4 |
| Section B | Qualifications | 7 |
| Section C | Proposal Format and Contents | 8 |
| Section D | Program Objectives | 12 |
| Section E | Specifications | 12 |
| Section I | Contract Terms and Conditions | 15 |
| Section II | Relationship of the Parties | 15 |
| Section III | Food Service Program | 17 |
| Section IV | USDA Foods | 19 |
| Section V | Equipment | 21 |
| Section VI | Facilities | 23 |
| Section VII | Sanitation and Safety | 24 |
| Section VIII | Employees | 25 |
| Section IX | Free and Reduced Price Lunch Policy and Charging Policy | 27 |
| Section X | Meals – Portions, Planning and Purchasing | 27 |
| Section XI | Food Inventory, Storage and Procurement | 28 |
| Section XII | Financial: Accounting, Reporting Systems, Records and Payment Terms | 28 |
| Section XIII | Licenses, Fees and Taxes | 33 |
| Section XIV | Performance Bond | 33 |
| Section XV | Insurance | 34 |
| Section XVI | Contract Term, Renewal and Termination | 35 |
| Section XVII | Special and General Conditions | 37 |
| Schedule: A | Cost Responsibility Survey | 39 |
| Schedule: B | Procurement Specifications | 41 |

| | | |
|--------------------|---|----|
| Schedule: C | Price List | 42 |
| Schedule: D | Reimbursement Rates | 43 |
| Schedule: E | Financial Schedules | 44 |
| Addendum: A | Non-Collusion Affidavit | 47 |
| Addendum: B | Certificate of Independent Price Determination | 48 |
| Addendum: C | Certification Regarding Lobbying | 49 |
| Addendum: D | Disclosure of Lobbying Activities | 50 |
| Addendum: E | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion | 53 |
| Addendum: F | Clean Air and Water Certificate | 55 |
| Addendum: G | Energy Policy and Conservation Act Statement | 56 |
| Addendum: H | Certification of SFA's Reconciliation of the Value of USDA Foods and Results | 57 |
| Exhibit A | Schools/Enrollment/Attendance Factor/Free - Reduced Percentage/Serving Times/Waves/Child Nutrition Programs | |
| Exhibit: B | Reimbursement Claims for the Last 12 Months | |
| Exhibit: C | Current Employee Roster, Hours Worked, by Location/Wage Scales | |
| Exhibit: D | Last Year's Audited Financial Statement | |
| Exhibit: E | Current Menus (<i>Must not include any FSMC or proprietary logos or information</i>) | |
| Exhibit: F | 2015-16 and 2016-17 School Calendar | |
| Exhibit: G | Brief Narrative Concerning Cleaning, Ala Carte, Vehicles, and Cash Handling | |
| Exhibit: H | Meal Counts and Sales by School | |
| Exhibit: I | Equipment Specifications | |
| Exhibit: J | Amortization Schedule | |
| Exhibit: K | Accounts Payable Schedule | |

SECTION A: General Information

A.1. Purpose of this request for proposal (RFP):

The organization or individual responding to this request will be referred to as the Food Service Management Company (FSMC) and the contract will be between the FSMC and The Town of East Haven, hereafter referred to as the School Food Authority (SFA).

This solicitation is for the purpose of entering into a contract for the operation of a food service program for the SFA. Currently the SFA's food service program includes the following programs and options:

- | | |
|--|---|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) | <input checked="" type="checkbox"/> School Breakfast Program (SBP) |
| <input checked="" type="checkbox"/> Fresh Fruit and Vegetable Program (FFVP) | <input type="checkbox"/> At-Risk Afterschool Snack |
| <input type="checkbox"/> At-Risk Supper Program | <input checked="" type="checkbox"/> Child and Adult Care Food Program (CACFP) |
| <input type="checkbox"/> Special Milk Program | <input checked="" type="checkbox"/> Summer Food Service Program (SFSP)/Seamless |
| <input checked="" type="checkbox"/> A la Carte Food | <input type="checkbox"/> Vending Items |

The SFA requires the FSMC proposal to include the following programs and options in their response:

- | | |
|--|---|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) | <input checked="" type="checkbox"/> School Breakfast Program (SBP) |
| <input checked="" type="checkbox"/> Fresh Fruit and Vegetable Program (FFVP) | <input type="checkbox"/> At-Risk Afterschool Snack |
| <input type="checkbox"/> At-Risk Supper Program | <input checked="" type="checkbox"/> Child and Adult Care Food Program (CACFP) |
| <input type="checkbox"/> Special Milk Program | <input checked="" type="checkbox"/> Summer Food Service Program (SFSP)/Seamless |
| <input checked="" type="checkbox"/> A la Carte Food | <input type="checkbox"/> Vending Items |

The FSMC will assume responsibility for the efficient management and consulting service of the food program including, but not limited to: menus, purchasing, receiving, storing, setting up cafeteria lines, counter service, cleanup, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation at the schools listed in **Exhibit A**.

A.2. Issuing Office

The Town of East Haven Finance Department is the issuing office for this document and all subsequent addenda relating to it. The information provided herein is intended to assist the FSMC in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested FSMCs with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data there from. The FSMCs may expand upon the specification details to evidence service capability under any agreement within regulatory limits.

Questions related to any portion of this RFP must be directed in writing to the office noted above via mail, e-mail, or fax. **Responses will be provided only to written questions** submitted if provided in accordance with the timeline in Section A4.

A.3. Procurement Method

All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with 2 CFR § 200.319.

The contract will be a Cost-Reimbursable contract where the FSMC will be paid on the basis of the direct costs (food, labor and supplies) incurred plus fixed fees (Administrative Fee - corporate overhead costs and Management Fee - negotiated profit). Administrative and Management Fees must be itemized to ensure there are no duplicate charges.

A.4. Timeline: Response Due Date and Pre-Bid Conference

seven (7) copies (outlined in Section C12) of the proposal must be received by April 29, 2016 at 11:00 AM. Any proposals en route, either in the mail or other locations in the SFA's offices will be ineligible for consideration. The proposal must be received at the office of:

Name: Paul Rizza Title: Finance Director

Address: Finance Department
250 Main Street
East Haven, CT 06512

| Date: | Description: |
|--|---|
| March 11, 2016 | Request for Proposals (RFP) Issued |
| March 18, 2016 | Pre-Proposal Conference 10:00 AM <input checked="" type="checkbox"/> Attendance Required <input type="checkbox"/> Attendance NOT Required Address: 35 Wheelbarrow Lane East Haven, CT 06513 Site visitations immediately following the Pre-Proposal Conference |
| March 31, 2016 | Questions from Bidders Due |
| April 15, 2016 | Responses from the SFA to the Bidders Questions Due (Written/Posted) |
| April 29, 2016 | Proposal Deadline 11:00 AM |
| May 2 nd through May 6 th , 2016 | Review and Evaluation of Proposals |
| May 10, 2016 | Award of Contract by School Committee |
| May 23, 2016 | Draft contract due to CSDE |
| June 30, 2016 | Executed Contract due to CSDE |
| June 14, 2016 | Board of Education (BOE) Approval (if applicable) |

A.5. Consideration and Award

- a. The SFA may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint.
- b. In accordance with 2 CFR § 200.319(b), the SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed state, local or tribal geographic preferences.
- c. SFAs are prohibited from entering into a contract with a FSMC that provides recommendations; develops or drafts specifications, requirements or statements of work; participates in developing requests for proposals or contract terms; or otherwise sets conditions or develops other documents for use in conducting this procurement.

- d. The SFA reserves the right to reject any or all proposals received or any parts thereof for any reason whatsoever, to waive any informality in any proposal or in any provision in the RFP.
- e. The SFA will award the contract to the most responsible FSMC whose proposal is most responsive and advantageous to the SFA with price and other factors considered, provided that nothing herein shall be deemed to waive any requirement of federal, state or local law. A responsible FSMC is one in which financial, technical and other resources indicate an ability to perform the services required by this solicitation.
- f. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the FSMC's own risk and cannot secure relief on a plea of error. This must include the contract terms and conditions as noted in Section 1.
- g. Under no circumstances will the SFA be responsible for the cost of preparing any bid or proposal.
- h. Contracts MUST be executed prior to July 1. Payments from the non-profit school food service account are prohibited prior to approval by the Connecticut State Department of Education (CSDE) **and** contract execution (signed by both the SFA and the FSMC).
- i. Submitted proposals must not include overtly overly responsive items including but not limited to: funding scholarship programs, purchasing or gifting tickets, providing monetary gifts for unsolicited equipment, etc. The practice of including a requirement in solicitation documents or including contract clauses for the delivery of unsolicited funds, services, or items for anything that does not directly benefit the non-profit school food service account is unallowable. 2 CFR § 225 Appendix A(C)(1)(b)
- j. Bid Protest: Any action which diminishes full and open competition seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential FSMCs. SFAs must attach their bid protest procedures to their RFPs. Pursuant to 2 CFR § 200.318(k), SFAs must in all instances disclose all information regarding a protest to the CSDE.

A.6. Award Criteria

- a. It is the intent of the SFA to select the proposal that will best meet its needs and is most advantageous to the non-profit school food service program of the SFA. All responsive proposals will be evaluated and ranked. The contract may then be awarded to the company submitting the top-ranked proposal. The primary determining factor in the award shall be the price, further defined in this section.
- b. Proposals will be scored by a committee using the criteria and assigned points as detailed below.
- c. The committee must be comprised of three (3) or more qualified evaluators.
- d. Each evaluator must score each proposal individually.

- e. Evaluators may convene to discuss proposals and a single final score may be determined or scores from all evaluators may be averaged for one final score per proposal.
- f. The proposals shall then be ranked from highest to lowest.
- g. The highest scoring responsive and responsible bidder will be selected.

| Criteria | Points |
|--|-------------------|
| Price/Costs (this criterion must be the primary factor in the award decision and must be assigned the highest point value) Price and Cost will be based on information from Schedule C-3 and all financial information supplied in Schedule E | 20 |
| Experience, References and Service Capability | 10 |
| Financial Condition/Stability, Business Practices | 10 |
| Accounting and Reporting Systems | 10 |
| Personnel Management and Training | 10 |
| Promotion of the School Food Service Program | 10 |
| Involvement of Students, Staff, Patrons and the Community | 5 |
| Menus, Concepts of Service, Food Quality and the Use of USDA Foods | 15 |
| The district prefers to use locally sourced produce wherever possible. For purposes of this RFP, the District defines local produce as from within 175 miles of East Haven, CT. Evidence of 30% or more scores 10 points, 20-29% scores 7 points, 10-19% scores 5, and 0 to 9% scores 0. | 10 |
| | |
| | |
| Total Points | <u>100</u> |

A.7. Oral Presentations

An oral presentation by a FSMC to supplement a proposal may be required. These presentations, if required, will be scheduled by the SFA subsequent to the receipt of proposals and prior to the award.

A.8. Site Visits to Proposers: Site visits to FSMC sites shall be scheduled as required.

SECTION B: Qualifications

The following qualifications and conditions must be met and/or addressed in the FSMC's proposal:

B.1. The FSMC must be of sufficient size and expertise to furnish the resources needed to manage and continuously improve the food services operation. The qualification data shall be submitted by each FSMC along with the sealed proposal.

- a. The FSMC must be licensed to do business in the State of Connecticut.
- b. The FSMC must have been doing business for five consecutive years or more with school districts.
- c. The FSMC must be able to provide a performance bond for ten percent (10%) of the amount of the total sales of the food service program, should the FSMC be awarded the contract. A surety letter from an acceptable bonding or surety company indicating ability to obtain the bond must be included with the proposal.
- d. Each FSMC shall include financial statements from three operating units that most closely match the characteristics of the SFA.
- e. Annual reports of financial statements certified by a licensed public accountant for the last year must be included with the proposal along with a three (3) year financial summary.

B.2. The FSMC must have extensive involvement and experience in the school food services field in the areas of: designing and planning serving and dining areas; selecting and procuring commodities and food service equipment; nutrition; menu planning; on-site production; quality control; employee supervision; staff and management training; employee motivation; marketing and public relations. The inclusion in the proposal of model programs in these areas is encouraged.

B.3. All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.

B.4. Bonding Requirement

The FSMC shall submit with its proposal, a bid guarantee for five percent (5%) of the total bid price in the form of a firm commitment such as a bid bond, certified check, cashier's check or postal money order. Bid guarantees will be returned to: (a) unsuccessful FSMCs after award of the contract; and (b) the successful FSMC upon execution of such further contractual documents (e.g., insurance coverage) and bonds as required by the proposal.

SECTION C: Proposal Format and Contents

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must include/address the following:

C.1. Letter of Transmittal, which includes:

- a. An introduction of the FSMC.
- b. The name, address and telephone number of the person to be contacted, along with others who are authorized to represent the company in dealing with the SFA and RFP.
- c. An expression of the FSMC's ability and desire to meet the requirements of the RFP, and a positive assertion of the FSMC's intention to do so.
- d. Any other responsive information not otherwise included in the proposal.

C.2. Executive Summary, which:

- a. Briefly describes the FSMC's approach to the proposal and clearly indicates any options or alternatives.

- b. Indicates any major requirements that cannot be met by the FSMC.
- c. Highlights the major features of the proposal and identifies any supporting information considered pertinent and responsive.

C.3. Price/Cost Information

- a. List and describe any and all costs to the SFA for any Management Fee (FSMC's profit) to be charged as a flat rate or on a per meal basis.
- b. List and describe any and all costs to the SFA for the Administrative Fee (FSMC's overhead and other off-site costs not otherwise paid by the SFA) to be charged as a flat rate or on a per meal basis.
- c. If consulting services are not covered in Administrative Fee, list those services along with the extra charges.
- d. List payment terms and arrangements.
- e. Complete budgeted financial forms provided in Schedule E and provide a summary of the following:
 - 1. Financial Budget Projections.
 - 2. Income Summary.
 - 3. Labor Cost Summary: Management/Administrative/Clerical.
 - 4. Individual School Labor Cost Summary.
 - 5. Miscellaneous Expense Summary.

C.4. Experience, References and Service Capability:

- a. Describe the FSMC's experience in managing food service operations in public schools or comparable experience.
- b. Include a list of similar operations and locations of operating school food service programs (a minimum of three (3) required), or comparable operations. List names and telephone numbers of SFA administrators, or comparable contacts, capable of commenting on performance.
- c. Provide documentation on any accounts lost or not renewed and the reasons for such during the last five years.
- d. Include a resume or listing of the qualifications for the proposed Food Service Director for the SFA.
- e. Include the resume and background of person who will supervise the work of the Food Service Director and how the FSMC will ensure optimal performance.
- f. Include a table of the FSMC organization and a plan for managing, supervising and staffing.
- g. Include a FSMC organization chart including all positions that are non-school based.
- h. Include a transition plan, which shall indicate the activities, procedures, timetable, and support personnel involved in the implementation of services.

C.5. Financial Condition

- a. Provide data to indicate the financial condition of the company.
- b. Provide an audited financial statement for the last three (3) years.
- c. Detail the financial parameters of the program.

C.6. Accounting and Reporting Systems

- a. Describe complete accounting procedures used to address:
 - 1. Inventory control and management including purchasing.
 - 2. Method of collecting, reconciling, and reporting sales.
 - 3. Internal control of cash handling.
 - 4. Internal audit procedures.
 - 5. All regular accounting forms used, with detailed explanations.
 - 6. All regular reports used, with detailed explanations.
- b. Provide examples of the reports the FSMC will provide the SFA and the frequency of each. List other assistance the FSMC will provide the SFA (and costs, if extra).
- c. Provide a sample of a monthly invoice to the SFA.
- d. Describe the FSMC's process for reporting rebates, discounts and credits on monthly invoices. Provide a detailed sample.

C.7. Personnel Management and Training

- a. Describe the FSMC's personnel management philosophy, particularly regarding food service directors and their relationship to existing staff.
- b. Describe training and development programs provided for employees and management personnel to meet the USDA Professional Standards for School Nutrition Professions requirements.
- c. Explain how the FSMC works to improve employee morale and reduce turnover.
- d. Describe the FSMC's employee evaluation process (include forms) and disciplinary action process (include forms).
- e. Describe the proposed benefits package for employees.

C. 8. Innovation and Promotion of the School Lunch Program

- a. Describe how the FSMC's proposed school food service program for the SFA differs from the SFA's current school food service program. Describe the costs and benefits of the proposed program. Describe how the FSMC would implement changes. Include a staffing model, if different from current staffing. Provide specific, relevant examples of implementing such change.
- b. Describe how the FSMC proposes to expand the SFA's participation in the CT Farm to School Program.

- c. Describe how the FSMC would involve employees to use their expertise and experience in making future innovations.
- d. Provide examples of service and merchandising programs.
- e. Describe the FSMC's philosophy regarding promotion (increasing awareness and participation) of the school food service program. How would the FSMC implement this philosophy in our SFA? Provide specific, relevant examples.

C.9. Involvement of Students, Staff and Patrons

- a. Describe the FSMC's philosophy and plans regarding involvement of students, teachers, building administrators and parents in program evaluation, menu development, menu item preference and acceptance and discussion of nutritional issues, etc.
- b. Provide specific, relevant examples of involvement effort and results, by SFA client, where applicable.

C.10. Menu Selection, Use of USDA Foods, Food Quality and Portion Size

- a. Describe the FSMC's philosophy regarding each of the following:
 1. Menu selection.
 2. Use of USDA foods.
 3. Food Quality.
 4. Portion Quantities.
 5. Procurement and use of CT-grown/locally-grown produce.
- b. Supply sample menus to be implemented including portion sizes. Prepare sample menus using (SFA to select option below):
 - SFA-developed menus
 - OR**
 - FSMC-developed menus

C.11. Performance and Proposal Bond

- a. The FSMC shall submit with its proposal, a bid guarantee for five percent (5%) of the total bid price in the form of a firm commitment such as a bid bond, certified check, cashier's check or postal money order. Bid guarantees will be returned to: (a) unsuccessful FSMCs after award of the contract; and (b) to the successful FSMC upon execution of such further contractual documents (e.g., insurance coverage) and bonds as required by the proposal.
- b. The FSMC shall submit a surety letter of intent or equal from a bonding company which demonstrates the FSMC's ability to acquire a performance bond for ten percent (10%) of the contract should it be awarded.

C.12. Submission of Proposal

- a. Portions of the proposal must be submitted on the blank financial forms provided by the SFA.
- b. Clarification of interpretation must be made to the SFA prior to submission of a proposal.
- c. Six (6) hardcopies and one (1) digital copy of the proposal must be submitted by the due date and time. (SFA must submit one copy of each proposal to the CT State Department of Education which must be a digital copy [i.e. via CD])

SECTION D: Program Objectives

The successful FSMC shall conduct the food service program in a manner which best fulfills the following program objectives. The FSMC may submit proposals with value-added features directly related to supporting a program objective.

- D.1.** To provide appealing and nutritionally sound meals, compliant with all USDA regulations including all aspects of the Healthy, Hunger-Free Kids Act of 2010 and an a la carte program for students as economical as possible. In order to offer a la carte food service, the FSMC must also offer free, reduced price and full price reimbursable meals to all eligible children.
- D.2.** To promote nutritional awareness and interface with the SFA's academic and instructional programs in health and nutrition.
- D.3.** To increase participation at all levels of the program by improving food quality; effectively maintaining equipment and facilities; engaging students, parents, and the school community in the food service program; planning and implementing successful menus and menu variation; and implementing effective marketing techniques.
- D.4.** To provide a management staff and structure, with the necessary expertise to ensure that the school food program is consistently of the highest quality and held in positive regard by students, staff and the public.
- D.5.** To establish a formal structure to routinely and continuously gather input from students, staff, the public and food service employees to ensure the most effective and efficient operation possible.
- D.6.** To establish and conduct management and staff training programs, which will ensure staff development, proper supervision, adherence to health code requirements, and consistent quality control both in production and service that meets or exceeds the USDA Professional Standards for Food Service Professionals.
- D.7.** To provide a financial reporting system that meets federal and state requirements.
- D.8.** To provide SFA Administration with monthly operating statements and information regarding the food service program.

SECTION E: Specifications

- E.1.** The SFA participates in the NSLP. USDA Foods from the Federal Food Distribution Program are available for use in the lunch program and it is the intent of the SFA that such items be included in the menus to the greatest extent possible.
- E.2.** The FSMC shall meet all requirements of the NSLP and SBP of the USDA, and any other requirements promulgated by the State of Connecticut.
- E.3.** The FSMC costs shall include all expenses associated with the operation of the food service program as submitted in the financial budget of the RFP (e.g. on-site costs, food costs, labor costs, value of USDA Foods used, management fee and administrative fee).
- E.4.** The FSMC shall receive for its service an administrative/management fee provided its operation is

sufficient to support the fees or unless otherwise approved by the SFA.

- E.5. The FSMC shall submit a budget to the Business Manager or equivalent in March of each year, earlier if requested, to be used by the SFA in its budget process and to demonstrate its ability to meet the guaranteed financial agreement.
- E.6. Meal prices shall be approved by the SFA. The SFA shall retain ultimate control over meal prices and any other related or appropriate elements of the food service program.
- E.7. It is expressly understood that all presently employed food service employees will be given the opportunity to interview for positions within the SFA as employees of the FSMC.
- E.8. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other options and limitations.
- E.9. See Schedule B for procurement specifications.
- E.10. All proposals shall include a completed Schedule E.
- E.11. The Contract will be for a period of one year (beginning July 1, 2016 and ending June 30, 2017) with the option for four (4) additional one-year renewals.
- E.12. Terms of the contract are listed below in Section 1; however, the SFA may develop additional terms and or conditions with the successful FSMC, derived from the program objectives and or specifications listed in section D and E respectively, through negotiation and shall be consistent with the rights reserved by the SFA as described herein. Any additional terms or conditions must not conflict with any of the terms set forth in Section 1 and must be consistent with all applicable laws and regulations.
- E.13. The FSMCs are requested to mark any specific information contained in their proposal which the FSMC is claiming should not be disclosed to the public, along with a citation to the applicable provision of the Connecticut Freedom of Information Act or other applicable statute on which the FSMC is basing its claim of confidentiality or non-disclosure. Information marked as “not to be disclosed to the public” must meet the standards set forth in the Freedom of Information Act. Pricing and service elements of the successful proposal will not be considered proprietary. Provided that nothing herein shall be construed to relieve any SFA or the CSDE from its obligations under any applicable freedom of information laws or other legal obligations concerning document disclosure, including, but not limited to, civil discovery demands.
- E.14. The SFA either participates or intends to apply for FFVP funding so the FSMC shall provide, with the proposal, a FFVP cycle menu. For each subsequent year in which the SFA receives FFVP funding, the FSMC must submit a cycle menu to the SFA prior to the beginning of the school year.

OR

 The SFA does not participate and does not intend to apply for FFVP funding.
- E.15. **Equipment**
 The FSMC shall provide proposals for the equipment listed on Exhibit I - if requesting the purchase of equipment, it is the SFA’s responsibility to provide the specification of each and all items requested.

- Equipment dollar value to be purchased in each year of the contract: up to **Enter Dollar Value**. All equipment purchased must be giving up to five years to be paid off without regard to the contract year it was purchased. SFA payments must only begin once the equipment has been placed in service.
- The SFA is not requesting any equipment purchases in this RFP.

E.16. Additional specifications requested by SFA.
Inquires to Jim Farrell, Business Manager at jfarrell@east-haven.k12.ct.us

Contract Terms and Conditions

SECTION I: General

- 1.1 The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies, regarding purchasing, sanitation, health, and safety of the food service operations including those requirements and regulations adopted by the Connecticut Commissioner of Education or State Board of Education and the United States Department of Agriculture and any conditions or amendments thereto. The FSMC shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, for the FSMC's compliance and procurement efforts. **The FSMC shall conduct program operations in accordance with 7 CFR Sections: (check all that apply)**
- 210 (National School Lunch Program);
 - 210.10 (Afterschool Snack Program);
 - 215(Special Milk Program);
 - 220 (School Breakfast Program);
 - 225 (Summer Food Service Program);
 - 226 (Child and Adult Care Food Program);
 - 42 U.S.C. 1769 (Fresh Fruit and Vegetable Program);
 - 245, 250 (The Healthy, Hunger-Free Kids Act of 2010);
 - FNS instructions and policies; and
 - CSDE Operational Memoranda.
- 1.2 The SFA shall retain control of the quality, extent and general nature of the food service program and prices to be charged. 7 CFR § 210.16(a)(4)
- 1.3 The SFA shall be entitled to all receipts of the food service program.
- 1.4 All net income accruing to the SFA from the food service program shall remain in the program and be deposited by the FSMC into the nonprofit school food service account.
- 1.5 The FSMC shall be an independent contractor and not an employee of the SFA; nor are the employees of the FSMC employees of the SFA.
- 1.6 The FSMC, as an independent contractor, shall have the exclusive right to operate the school food service program and/or special milk program on behalf of the SFA.

SECTION II: Relationship of the Parties

- 2.1 The FSMC shall be an independent contractor and shall retain control over its employees and agents. Nothing in this contract shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.
- 2.2 FSMC Responsibilities.
- A. The FSMC shall maintain such records as the SFA will need to support its Claim for Reimbursement; make all records available to the SFA upon request; and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, State Agency (SA), USDA and Comptroller General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit. These records will be maintained at the FSMC offices.
[Recordkeeping, 2 CFR § 200.333 and § 210.16(c)(1)]

- B. The FSMC shall, to the maximum extent possible, utilize USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's food service operation. [7 CFR § 210.16(a)(6)]
- C. The FSMC shall have State and/or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at the SFA facility. [7 CFR § 210.16(c)(2)]
- D. The FSMC shall prepare and serve a variety of appetizing, high quality, wholesome, and nutritious meals and a la carte items for the SFA's students, employees, and visitors in accordance with the terms and conditions of this contract. The FSMC agrees that it will perform the work described in this contract in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.
- E. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this contract.
- F. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, including, but not limited to, wages, pension benefits, federal, state and local employment taxes, unemployment taxes, social security, and worker's compensation costs, as to all employees engaged by it in the performance of the contract.
- G. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.

2.3 SFA Responsibilities.

- A. The SFA shall ensure that the food service operation is in conformance with the CSDE/SFA *Agreement for Child Nutrition Programs* (ED-099) and any addenda. [7 CFR § 210.16(a)(2)]
- B. The SFA shall monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations. [7 CFR § 210.16(a)(3)]
- C. The SFA shall retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals. [7 CFR § 210.16(a)(4)]
- D. The SFA shall retain signature authority on the CSDE/SFA *Agreement for Child Nutrition Programs* (ED-099) and any addenda, free and reduced price policy statement and Claims for Reimbursement. [7 CFR § 210.16(a)(5)]
- E. The SFA shall retain title to all USDA Foods and ensure that all USDA Foods: are made available to the FSMC, including processed USDA Foods; accrue only to the benefit of the SFA's nonprofit school food service account; are fully utilized therein; and that all refunds, discounts, rebates and credits received from processors are retained by the SFA. [7 CFR § 210.16(a)(6)]
- F. The SFA shall maintain all applicable health certifications and assure compliance with all State and local regulations governing FSMC preparation or service of meals at a SFA facility. [7 CFR § 210.16(a)(7)]

- G. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning. [7 CFR § 210.16(a)(8)]
- H. The SFA shall make reasonable modifications with regard to all matters under its supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given.
- I. The SFA shall retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation, including control for setting of all prices, including price adjustments, for meals served under the nonprofit school food service account, including but not limited to, pricing for reimbursable meals, a la carte service, vending machines, and adult meals. [7 CFR § 210.16(a)(4)]
- J. The SFA shall retain signature authority and responsibility for all contractual agreements in connection with the school child nutrition programs. [7 CFR § 210.21]
- K. The SFA shall ensure prompt resolution of findings from program administrative reviews and audit findings. [7 CFR § 210.9(b)(17)]
- L. The SFA shall maintain responsibility for the implementation of the free and reduced price policy. [7 CFR § 245]
- M. The SFA shall develop, distribute, and collect the parent letter and application for free and reduced price meals (as appropriate). [7 CFR § 245.6]
- N. The SFA shall determine eligibility and verify applications for free and reduced price meals benefits and conduct any hearings related to such determinations. [7 CFR § 245.6, 6a, 7, 10]
- O. The SFA shall assure that the maximum amount of USDA Foods are received and utilized by the FSMC. [7 CFR § 210.9(b)(15)]
- P. The SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to USDA Foods. [7 CFR § 250.15]

SECTION III: Food Service Program

- 3.1 The FSMC shall prepare and serve meals for the schools listed on Exhibit A (Schools/Enrollment/ Attendance Factor/Free - Reduced Percentage/Serving Times/Waves/Child Nutrition Programs). If not determined to be a material change, the SFA and the FSMC may agree to add other locations.
- 3.2 All meals will be provided in accordance with the approved calendar, attached as Exhibit F. For the first twenty-one (21) days of food service, the FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the SFA. Changes thereafter may only be made with approval of the SFA. [7 CFR § 210.16 (b)(1)]
- 3.3 The FSMC shall provide nutritious, high-quality (check only available options)
 - breakfasts (SBP)
 - lunches (NSLP)

- | | |
|---|--|
| <input type="checkbox"/> Snacks (At-Risk Afterschool Snack - NSLP) | <input type="checkbox"/> milk service only (SMP) |
| <input type="checkbox"/> a la carte food (Smart Snacks) | <input type="checkbox"/> vending (Smart Snacks) |
| <input type="checkbox"/> breakfast/lunch (SFSP/Seamless) | <input type="checkbox"/> fruit/vegetables (FFVP) |
| <input type="checkbox"/> supper (At-Risk Afterschool Program – CACFP) | |

in accordance with the following terms:

In order to offer a la carte food service, the FSMC must also offer free, reduced price and paid reimbursable meals to all eligible children. [7 CFR § 210.16(a)]

- A. All reimbursable lunches, breakfasts and snacks shall meet the qualifications for USDA reimbursement as described in 7 CFR § 210.10, 220.8, 225.16, and 226.20, et seq.
- B. Special Milk Program (SMP)
 - SFA does not participate in the SMP
 - OR**
 - All reimbursable milks shall meet the qualifications for the USDA reimbursement under 7 CFR § 215
- C. The SFA shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible students. Both the SFA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced price meals. [7 CFR § 210.16 (a)(5)]
- D. The FSMC shall collect gross sale receipts, on behalf of the SFA for (check box(es) for which the FSMC is responsible), meals, a la carte items, and vending items. Gross cash receipts shall be turned over to the SFA or deposited in the SFA's account on a daily basis.
- E. The SFA and FSMC shall purchase domestic commodities and products for use in meals served in the NSLP to the maximum extent practicable and in compliance with the Buy American Provision under 7 CFR § 210.21(d)(2) and 7 CFR § 250.

3.4 In cooperation with the SFA, the FSMC shall conduct on-going nutrition awareness programs for students, teachers, parents, and other interested parties.

3.5 The FSMC shall, in accordance with SFA policy, supply special diets for students where medically necessary and when prescribed by a licensed physician.

3.6 The FSMC shall cooperate with the SFA's Advisory Board, consisting of students, parents, SFA staff, and a FSMC representative in developing menus and other food service program initiatives.

3.7 Catering

SFA will not be requesting catered food service

OR

Upon request by the SFA, the FSMC shall provide catered food service at times and prices mutually agreed upon. The SFA may, if a price cannot be agreed upon or the FSMC cannot provide the service, obtain outside catering services. The FSMC shall submit catering invoices by the end of the current month. Costs of catered functions shall not be supported by the nonprofit school food service account funds and USDA Foods will not be used. The FSMC shall provide the SFA with copies of invoices and an invoice control log within ten (10) days after the end of each month.

3.8 In performance of this contract, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and EPA Regulations 40 CFR § 15, et seq.

Environmental violations shall be reported to the USDA and US EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities." [Appendix II to CFR § 200 (G)]

- 3.9 The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act. [7 CFR § 3016.36(i)]
- 3.10 In performance of this contract, and as employer for all FSMC employees, the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. [Appendix II to CFR § 200 (E)]
- 3.11 The FSMC shall complete and submit to the SFA the Certification Regarding Debarment. The certification must accompany the four (4) additional one-year renewals. Debarment, Suspension, Ineligibility and Voluntary Exclusion, 2 CFR § 180 as adopted and modified by USDA regulations at 2 CFR § 417 - The SFA must check the Excluded Parties List System (EPLS), collect a certification, or include a clause in the contract. [Appendix II to CFR § 200 (H)]
- 3.12 Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to the SFA. These certifications must accompany the four (4) additional one-year renewals. [Appendix II to CFR § 200 (I)]
- 3.13 Fresh Fruit and Vegetable Program (FFVP) (Check one option below):
 SFA does not participate in the FFVP
OR
 FSMC will document and track all FFVP expenditures separately and make this documentation easily accessible for the SFA to review monthly.
- A. FSMC will ensure it documents allowable costs to include but not limited to; actual labor costs, administrative costs and fresh fruit and vegetable costs.
 - B. FSMC and SFA will ensure no more than ten percent (10%) of each awarded school's grant will be claimed for administrative costs (planning and managing the program).
 - C. FSMC will ensure it expends all FFVP funds received per school.

Section IV: USDA Foods

- 4.1 The FSMC will provide the following services in relation to USDA Foods (*Check only those duties below that the FSMC will provide*):
- Preparing and serving meals **or** the monitoring of preparing and serving meals.
 - Ordering or selection of USDA Foods, in coordination with the SFA in accordance with 7 CFR § 250.52.
 - Storage and inventory management of USDA Foods in accordance with 7 CFR § 250.52.
 - Payment of processing fees and or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of USDA Foods in processed end products to the SFA, in accordance with subpart C of 7 CFR § 250.
- 4.2 The FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's meals service in a school year (including both entitlement and bonus foods), including the value of USDA Foods contained in processed end products if the FSMC procures processed end products on behalf of

the SFA, or acts as an intermediary in passing the USDA Foods value in processed end products on to the SFA.

- 4.3 The FSMC shall credit for USDA Foods by disclosure, i.e., the FSMC shall credit the SFA for the value of USDA Foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of USDA Foods for the billing period. Crediting by disclosure does not affect the requirement that the FSMC shall only bill the SFA for net allowable costs. The FSMC shall use the USDA's (generated on or about November 15th) list of USDA Foods values to report the value of USDA Foods in its disclosure of the value of USDA Foods to the SFA on its invoices.
- 4.4 All USDA Foods shall be used only in the SFA's food service operations.
- 4.5 The FSMC must meet the general requirements in 7 CFR § 250.14(b) for the storage and inventory management of USDA Foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for USDA Foods.
- 4.6 Upon the termination of this contract, the FSMC must return all unused USDA Foods, including but not limited to ground beef, ground pork, and processed end products to the SFA.
- 4.7 The SFA must ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's meal service in the school year. The FSMC agrees to cooperate and provide information reasonably requested by the SFA.
- 4.8 The FSMC must ensure compliance with the requirements of subpart C of 7 CFR § 250 and with the provisions of the distributing and/or the SFA's processing agreements in the procurement of processed end products on behalf of the SFA, and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value.
- 4.9 The FSMC shall not enter into the processing agreement with the processor required in subpart C of 7 CFR § 250.
- 4.10 The distributing agency, sub-distributing agency, or SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods.
- 4.11 The FSMC shall maintain records to document its compliance with 7 CFR § 250.54(b).
- 4.12 Any extension or renewal of the contract is contingent upon fulfillment of all provisions in this contract relating to USDA Foods.
- 4.13 The FSMC must maintain the following records relating to the use of USDA Foods:
 - A. The USDA Foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service operations;
 - B. Documentation that it has credited the SFA for the value of all USDA Foods received for use in the SFA's food service operations in the school year, including, in accordance with the requirements in 7 CFR § 250.51(a), the value of USDA Foods contained in processed end products; and

C. Documentation of its procurement of processed end products on behalf of the SFA, as applicable.

- 4.14 The SFA shall ensure that the FSMC is in compliance with the requirements of this section through its monitoring of the food service operation, as required in 7 CFR §§ 210, 225, or 226, as applicable.
- 4.15 The SFA shall conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in 7 CFR § 250.51(a), the value of USDA Foods contained in processed end products.
- 4.16 All USDA Foods received by the SFA and made available to the FSMC shall accrue only to the benefit of the SFA's non-profit school food service program and shall be used therein.
- 4.17 The FSMC shall have records available to substantiate the use of USDA Foods in reimbursable meal pattern meals.
- 4.18 The FSMC shall select, accept and use in as large quantities as may be used in SFA's non-profit school food service program, the type and quantities of available federally donated commodities, subject to the approval of the SFA.
- 4.19 Title of products purchased or processed using USDA Foods must remain within the SFA. Any charges incurred by the FSMC when processing or purchasing products containing government commodities shall be processed for payment by the FSMC and charged back to the SFA as a food cost.

SECTION V: Equipment

5.1 Prior Equipment/Investment Clause

The FSMC must absorb the current equipment loan balance for the cost of prior purchases of nonexpendable equipment used in the school food service program. A copy of the SFA's current Equipment Cost Loan Amortization Schedule is attached as Exhibit J.

OR

SFA does not require FSMC to absorb the current equipment loan balance for the cost of prior purchases of nonexpendable equipment used in the school food service program.

5.2 Equipment Purchases

Equipment purchases were requested through the RFP.
The FSMC shall purchase equipment on behalf of the SFA as noted in Exhibit I or a total value to be purchased which was requested in the RFP and included in the FSMC's proposal in response to the RFP. **FSMC must properly procure requested equipment** in an amount not to exceed \$Click to enter dollar value (MUST BE REVIEWED ANNUALLY). The FSMC shall amortize the investment on a straight-line basis over five (5) years, commencing with the date each piece of equipment is placed in service. Such amortization shall be charged as an Operating Expense. Title to the investment shall be vested with the SFA when it is placed in service. Payment must not commence prior to equipment being placed in service.

If the Agreement expires or is terminated prior to the complete amortization of the investment, the SFA shall on the expiration date, or within Click to enter # of days days after receipt by either party of any notice of termination or non-renewal of this Agreement either: (i) retain the

investment and continue to make payments to the FSMC in accordance with the agreed upon monthly amortization schedule; (ii) return the investment to the FSMC in full release of the unamortized portion of the investment; (iii) require the successor FSMC to repay the FSMC the full unamortized amount; or (iv) pay the unamortized balance in full to the FSMC.

OR

The SFA did not request equipment purchases for this contract.

- 5.3** The FSMC when making purchases may only charge the SFA a reasonable and necessary price. Any silence, absence or omission from the contract document 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 a quality that would normally be specified by the SFA be used.
- 5.4** The FSMC may recommend to the SFA the purchase of new or replacement equipment as needed. The FSMC shall account for all equipment and protect it from pilferage or destruction, and will coordinate the repair or replacement of any equipment not functioning properly with the designated SFA personnel that has repair responsibility.
- 5.5** The FSMC shall operate and care for all equipment and food service areas (walls, windows, lights, etc.) in a clean, safe and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, rules and regulations of Federal, State and local authorities, normal wear and tear accepted.
- 5.6** The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on the SFA premises.
- 5.7** The FSMC, upon termination of the contract, shall surrender all equipment and furnishings belonging to the SFA and/or purchased through this agreement in good repair and condition, normal wear and tear accepted.
- 5.8** The SFA shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not considered as being food equipment.
- 5.9** The SFA shall be responsible for any losses which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 5.10** The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises with the exception of loss or damage caused by SFA beyond normal wear and tear.
- 5.11** The SFA will provide the initial physical inventory of supplies and equipment available for use by the FSMC.
- 5.12** The SFA shall furnish and install any equipment or make any structural changes needed to comply with Federal, State and local laws.
- 5.13** Each party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or equipment owned, leased or controlled by such Party which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.

- 5.14 All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA unless otherwise stated in writing by the SFA.
- 5.15 Transportation Equipment and Vehicle. *Selection one option below:*
- SFA does not require transportation equipment or vehicles.
 - The SFA shall provide transportation vehicles and equipment to be used in the food service program. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the SFA.
 - The SFA shall provide transportation vehicles and equipment to be used in the food service program. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the FSMC.

SECTION VI: Facilities

- 6.1 The SFA shall furnish at its expense, space, light, heat, power, hot and cold water and other utilities as are necessary for the operation of the food services to be furnished hereunder.
- 6.2 The SFA shall make available without cost to the FSMC, areas of the premises agreeable to both parties in which the FSMC shall render its services; such areas as are reasonably necessary for providing efficient food service. The SFA is responsible for maintaining the facilities in a good state of repair and free from vermin.
- 6.3 The SFA retains the right to rent food service facilities during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities take place, the SFA may require that a member(s) of the food service staff designated by the resident manager be on duty, and be reimbursed. If the SFA approves the use of the facilities for extracurricular activities before or after the SFA's regularly scheduled meal periods, the SFA shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear accepted.
- 6.4 The FSMC shall not use the SFA's facilities to produce food, meals or services for other organizations without the approval of the SFA. If such usage is mutually agreeable, there shall be a signed agreement which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- 6.5 The SFA shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.
- 6.6 The SFA shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC in performance of this contract. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the SFA in good condition upon termination of this contract, normal wear and tear excepted.

SECTION VII: Sanitation and Safety

- 7.1 The FSMC shall be responsible for usual and customary cleaning and sanitation of the SFA's food service facilities to include: housekeeping, preparation, storage and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.

- 7.2 The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items.
- 7.3 The FSMC shall comply with all local and state sanitation requirements in the preparation and service of food.
- 7.4 The FSMC shall maintain safety programs for employees as required by federal, state, and local authorities, including the FSMC's corporate policies.
- 7.5 The FSMC shall place garbage and trash in appropriate containers in the designated areas.
- 7.6 The FSMC shall cooperate in the SFA recycling program.
- 7.7 The FSMC shall clean the kitchen area, equipment, including but not limited to sinks, counters, tables, chairs, silverware and utensils.
- 7.8 The SFA shall designate a refuse collection area and the FSMC shall be responsible for transporting refuse to the designated refuse collection area. The SFA shall remove all garbage and trash from the designated areas.
- 7.9 The SFA shall be responsible for cleaning of floors in the dining, serving and kitchen areas, walls, ceilings, tables and chairs in the cafeteria/ dining area.
- 7.10 The SFA shall be responsible for painting and miscellaneous repairs within the kitchen and dining areas.
- 7.11 The SFA shall be responsible for the required cleaning and maintenance of dining areas, as well as periodic cleaning of all ceiling and light fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA shall also provide and maintain adequate fire extinguishing equipment for food service areas and provide necessary pest control. If the SFA is unable to perform any of its responsibilities described in this paragraph, the FSMC may, with the written approval of the SFA, temporarily assume those responsibilities and shall bill the SFA for any costs incurred.
- 7.12 The SFA shall provide, at the SFA's expense, maintenance personnel and outside maintenance services, parts, and supplies as is necessary to properly maintain the food service facilities and equipment.
- 7.13 The SFA shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this contract shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. The FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the FSMC is notified by an authorized government agency that the SFA's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the SFA of such notification.

SECTION VIII: Employees

- 8.1 The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all employees employed therein who meet the USDA Professional Standards for Food Service Professionals.
- 8.2 Non-Management Employees.
 All non-management food service employees shall be employees of the FSMC.
OR
 All non-management food service employees shall be employees of the SFA; will be directed and supervised by FSMC Food Service Director
- 8.3 Student Workers.
 The SFA does not utilize student workers in the food service program.
OR
 The SFA has a policy of providing work experience for its students as part of the educational curriculum and as such, the SFA may assign students for work in the food service operation in such numbers as are agreed upon between the SFA and the FSMC.
- 8.4 The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including, but not limited to, any income, social security, and unemployment taxes and workers' compensation payments.

The FSMC shall establish schedules, wage rates, and benefit programs for all employees.
- 8.5 The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurances and worker's compensation and shall be solely responsible for any losses incurred by the SFA, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. The FSMC is required to provide a fidelity bond for all FSMC employees.
- 8.6 The FSMC shall procure Workers' Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees and shall provide proof of such coverage or system to the SFA.
- 8.7 The FSMC shall maintain its own personnel policies and fringe benefits for its employees. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other limitations.
- 8.8 The FSMC must provide a resident Food Service Director who will be approved by the SFA and will be responsible for directing the food services program and implementing cooperatively agreed upon strategies for maximizing participation in the Child Nutrition Programs. The Director shall be available to meet with principals, students, and staff to determine ways to improve the program. The Director must also be available to participate in town or Board of Education meetings when food service matters are to be discussed.
- 8.9 The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to its use of District premises as established by SFA from time to time and which are furnished in writing to the FSMC.
- 8.10 Civil Rights

- A. The FSMC and its employees shall comply with all wage and hours of employment requirements of Federal and State laws and regulations, including the Contract Work Hours and Safety Standards Act, Appendix II to § 200 (E). All employees of the FSMC shall be paid in accordance with the Fair Labor Standards Act, as amended and any other applicable statutes. In addition, the FSMC will comply with all applicable federal and state employment statutes, including those statutes pertaining to labor relations.

The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the USDA issued there under and any additions or amendments thereto. The FSMC shall assure the SFA that it is an equal opportunity employer and does not discriminate on the basis of race, color, creed, gender, physical or mental disability, or any other classification protected by state and federal anti-discrimination statutes. The FSMC shall provide personnel for its obligations under the Contract who have the necessary qualifications.

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR §§ SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

"By accepting this assurance, the program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

- B. The SFA and the FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR § 60). [Appendix II to § 200 (C)]
- C. The FSMC and the SFA shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

8.11 The FSMC shall be responsible for obtaining any necessary fingerprint clearances for its employees as required by law. The FSMC shall provide all necessary forms and/or documentation for such employees to the SFA.

- 8.12 The FSMC shall ensure that all food service employees comply with the rules of the Connecticut State Department of Education (CSDE) regarding fingerprinting and criminal background checks.

SECTION IX: Free and Reduced Lunch Policy and Charging Policy

- 9.1 The written policy of the SFA requiring feeding of students who qualify for free, reduced, or full price meals, shall apply to the FSMC's food service operation. The policy is on file in the SFA office. The SFA shall be responsible for the implementation of this policy.
- 9.2 The FSMC will be responsible for implementing policies covering free, reduced price, and full price meals and milk programs for those students designated by the SFA as meeting federal and state agency requirements for those programs. All such meals shall be served and accounted for in a manner approved by the SFA so as to protect the anonymity of the recipients. Meals shall be served and proper, accurate pupil participation records shall be maintained by the FSMC.
- 9.3 The SFA shall have a written student charging policy on file in the SFA office. The SFA shall be responsible for the implementation of this policy. The FSMC will work with the SFA to administer policy.

SECTION X: Meals - Portions, Planning, and Purchasing

- 10.1 The FSMC may recommend meal prices and portions for approval by the SFA. The FSMC shall not alter the prices once approved without prior notice and approval by the SFA. [7 CFR § 210.16(a)(4)] The SFA shall retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals.
- 10.2 The FSMC shall submit with the proposal a twenty-one (21) day cycle menu and a Daily Menu Pattern for the SFA's schools. The FSMC must adhere to this cycle for the first twenty-one (21) days of meal service; thereafter, changes may be made with the mutual agreement of the SFA and the FSMC. However, the menu standard as presented in the first twenty-one (21) day menu and the Daily Menu Pattern, must be maintained as to type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered at all grade levels.
- 10.3 The FSMC shall provide, upon request by the SFA, menus to be reviewed by a school lunch committee, approved by the SFA and available for distribution ten (10) days prior to preparation and service of foods.
- 10.4 The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the food service program. The FSMC shall comply with the grade, purchase unit, style, weight, ingredients, formulations, etc., for foods served as agreed upon with the SFA. The minimum procurement specifications are listed on **Schedule B**.
- 10.5 The SFA and FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. for use in meals served in the SFA's Child Nutrition Programs in compliance with the Buy American Provision under 7 CFR § 210.21(d)(2) and 7 CFR § 250.

- 10.6 The FSMC shall serve reimbursable meal pattern lunches pursuant to the NSLP. For purposes of this proposal, lunch prices as per attached listing shall be used as a guide for calculations (**reference 2015-2016-Schedule C**).
- 10.7 The FSMC may offer a choice of reimbursable meal pattern lunches and shall provide specified types of service as listed in **Exhibit A**.
- 10.8 The FSMC shall provide condiments and utensils as needed.
- 10.9 The FSMC shall use the SFA's facilities for the preparation of food to be served in the designated attendance units.
- 10.10 The FSMC shall promote maximum participation in the Child Nutrition Programs.

SECTION XI: Food Inventory, Storage, and Procurement

- 11.1 The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards. The SFA retains the right to verify these standards.
- 11.2 Ownership of beginning and ending inventory of food and supplies, including USDA Foods, shall remain with the SFA.
- 11.3 The FSMC shall maintain adequate storage practices, inventory and control of USDA Foods in conformance with SFA's agreement with the CSDE.
- 11.4 The SFA and FSMC shall conduct a joint inventory of existing food and operational supplies at both the beginning and the end of this contract. If the ending inventory is less than the value of the beginning inventory the FSMC will credit the SFA for the difference. The cost of food and operational supplies ordered by the FSMC on behalf of the SFA in performance of this contract shall be paid for by the FSMC and the FSMC shall then be reimbursed for those costs incurred. The inventory of food and operational supplies shall remain the SFA's property.
- 11.5 The SFA and the FSMC shall inventory the equipment and commodities owned by the SFA at the beginning of the contract year, including, but not limited to, consumable and non-consumable flatware, trays, china, glassware and food. The FSMC shall be responsible for reimbursing the SFA for all shortages noted on the year-end inventory.

SECTION XII: Financial: Accounting, Reporting Systems, Records, and Payment Terms

- 12.1 The FSMC shall assume accountability and responsibility for daily bookkeeping and recording functions, including State and federal reimbursements through:
 - A. Weekly Profit and Loss Statements;
 - B. Monthly Profit and Loss Statements;
 - C. Annual Budgeting;
 - D. Perpetual Inventory - Costs and Controls;
 - E. Preparation of records for annual audit by SFA;
 - F. USDA Foods Entitlement Bonus Summary Reports; and
 - G. Department of Defense (DoD) Program Reports.

- 12.2** The FSMC shall prepare information necessary for school lunch claims for reimbursement from State and federal agencies and maintain such records, as the SFA will need to support its claims for reimbursement under the Child Nutrition Programs. The SFA shall retain signature authority on the CSDE-SFA Agreement for Child Nutrition Programs (ED-099), including all addenda, free and reduced price policy statement, and claims for reimbursement. The FSMC shall report the claim information to the SFA promptly at the end of each month or more frequently as specified by the SFA. [7 CFR § 210.16(c)(1)]
- 12.3** The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the 10th calendar day succeeding the month in which services were rendered; participation records shall be submitted no later than the 10th calendar day succeeding the month in which services were rendered. Reimbursement for direct expenses will only be allowed if previously included in the original or amended budget submitted to the SFA.
- A. The FSMC shall maintain records to support all allowable expenses appearing on the monthly operating statement in an orderly fashion according to expense categories.
 - B. The FSMC shall provide monthly and other reports to the SFA, which describes operating costs, meals per labor hour, meals served, etc.
 - C. The FSMC shall provide the SFA with a year-end statement.
- 12.4** The FSMC shall bill the SFA for the actual direct costs of operation incurred at the close of each month of program operation.
- 12.5** The SFA shall designate by name and title the employee whose responsibility it shall be to supervise and audit all financially related operations of the FSMC. The audit shall be performed annually, and at the expense of the SFA.

James N. Farrell

Business Manager

- 12.6** Books and records of the FSMC pertaining to the school feeding operations shall be available at the SFA for a period of three (3) years from the end of the fiscal year to which they pertain, for inspection and audit by either State, or federal representatives and auditors. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit.
- 12.7** The FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.
- A. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.

- B. The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and Program regulations and Office of Management and Budget cost circulars 2 CFR § 200.
- C. The FSMC must identify the amount of each discount, rebate and other applicable credit, with the exception of the FSMC's prompt payment discounts for payments made to vendors, on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.
- D. The frequency of reporting this information must be monthly.
- E. The FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract.
- F. The FSMC must maintain documentation of cost and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, CSDE, or the USDA. The FSMC shall return the value of all discounts, rebates and all other applicable credits allocable to the contract to the SFA.

12.8 The FSMC shall submit monthly operating statements to the SFA by the fifteenth (15th) of the month. This statement shall reflect all activity for the previous calendar month.

12.9 Invoice Due Date. Invoices submitted to the SFA by the FSMC will be paid according to the SFA's "Accounts Payable Cut-Off Schedule," attached as Exhibit K. If invoices are received in the SFA's accounting department by the cut-off date, and they pass audit, payment will be made on the release date listed on the schedule. The FSMC will be notified immediately of any invoice that does not pass audit. The SFA shall pay all amounts when due.

12.10 The SFA will not allow for the FSMC to charge interest on past due payments at one percent (1%) per month or the maximum contractual interest rate allowed by applicable state law, whichever is less. Any interest payments must be paid from a SFA general fund and must not be paid from the nonprofit school food service account.

12.11 The FSMC shall submit supporting documents and invoice to the SFA monthly for the following direct, actual costs, Administrative Fee and Management Fee:

- A. The actual and direct costs for the wages, taxes, and benefits of the food service director and other management employees on the FSMC's payroll.
- B. Direct operating costs paid by the FSMC arising from performance of this contract. Direct operating costs are defined as:
 - food and supply purchases by the FSMC necessary to perform this contract;
 - food service program travel and mileage costs incurred;
 - advertising and promotions within the SFA;

- the FSMC's insurance necessary for performance of this contract;
- service business and occupation tax;
- employee training and development costs;
- laundry, linen, and uniforms;
- licenses and permits for performance of this contract; and
- USDA Foods delivery and storage fees.

C. The FSMC's Management Fee (FSMC's profit) is:

\$ _____ per month for ten (10) months.

OR

\$Click to enter dollar value per meal and meal equivalent.

D. The FSMC's Administrative Fee is:

\$Click to enter dollar value per month for ten (10) months.

OR

\$Click to enter dollar value per meal and meal equivalent.

The following functions are the FSMC's responsibility, and will be included in such fees:

- Corporate supervision;
- Financial reporting and analysis;
- Field auditing;
- Marketing Assistance; and
- Purchasing administration.

E. Per Meal Defined: Choose one option below - *only if you have chosen the per meal equivalent option in 12.10.c or 12.10.d.*

For Management Fee and Administrative Fee purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered one-half (1/2) of a meal/meal equivalent, and one reimbursable snack shall be considered one-fourth (1/4) of a meal/meal equivalent.

OR

Per meal/meal equivalent defined in addendum.
For Management Fee and Administrative Fee purposes, the number of meal equivalents shall be determined by dividing the total of all sales except reimbursable meal sales (including cash for adult meals, a la carte meals, and snack bar sales) by the free reimbursement rate plus the per meal value of commodities of the current school year.

F. Expenses paid by the FSMC and not charged to the SFA or the food service operation and are unallowable include:

- reports filed to the State; and
- corporate income tax.

G. FEE ADJUSTMENTS: Upon mutual written agreement of the SFA and the FSMC, the Management Fee and Administrative Fee may be adjusted annually. Except as otherwise agreed by the SFA and the FSMC, such adjustment shall be by no more than the percentage of change in the Consumer Price Index ("CPI") for all Urban Consumers (CPI-U U.S. city average),

Northeast Region, Food Away from Home for the preceding year (April – March). Upon acceptance by the SFA, such increase in fees shall be incorporated into any renewal of this contract.

- H. The SFA Select one option in the FFVP, thus, the FSMC must provide assurances that it will document and track FFVP expenses separately and make this documentation easily accessible for the SFA to review.
- I. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the SFA, or do not otherwise meet the requirements of this contract. [7 CFR § 210.16 (c)(3).] No deduction in payment shall be made by the SFA unless the SFA notifies the FSMC in writing within Click to enter # of hours hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.
- J. Every payment obligation of the SFA under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the SFA in the event this provision is exercised, and the SFA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. Notwithstanding the forgoing, the SFA shall be liable for the payment of services rendered up through and including the date of termination.
- K. Guarantee: The SFA and the FSMC shall work together to ensure a financially sound and well-run food service operation. The FSMC shall guarantee that the food service program will achieve financial: *(select one option)*
- Breakeven; defined as “generated program revenues will be sufficient to cover all actual and direct operating costs incurred.
 - Surplus; defined as “generated program revenues will exceed all actual and direct operating costs incurred.
 - Deficit; defined as “generated program revenues will not be sufficient to cover all actual and direct operating costs incurred. If the contract guarantee is determined to be a deficit, the deficit must be no more than Click to enter dollar value which is payable from the non-profit school foods service account only if the SFA has a balance greater than its three month operating expenditures. If the account does not have an allowable balance, any deficit must be paid from an account other than the non-profit school food service account (e.g. BOE, general fund, etc.).

Actual and direct operating costs are as described in paragraphs 12.10 A - E above.

1. Assumptions
 - a. Average Daily Attendance (ADA) for the contract year beginning July 1, 2016, shall not be less than:
 - b. The projected number of full feeding days:

| School | Breakfast | Lunch |
|------------|-----------|-------|
| Elementary | | |
| Middle | | |
| High | | |

c. The value of USDA Foods Planned Assistance Level will not be less than the USDA 2015 effective rate.

L. Renegotiation of Financial Terms. The renegotiation of price terms under this agreement is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of the parties. Renegotiation of price terms under such conditions must be mutual, and any changes in price terms must be agreed upon by both parties. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the agreement.

If those conditions create a significant and material change in the financial assumptions upon which the price terms of this agreement are based, the SFA must go out to bid for a new contract.

SECTION XIII: Licenses, Fees and Taxes

- 13.1 The SFA shall obtain and post all applicable health permits for its facilities and assure that all State and local regulations are being met by the FSMC preparing or serving meals at a SFA facility.
- 13.2 The FSMC shall comply with all health and safety regulations required by Federal, State or local law and shall have State or local health certification for any facility outside the SFA in which it proposes to prepare meals or meal components and the FSMC shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at the SFA facility.
- 13.3 The FSMC shall comply with all building rules and regulations.

SECTION XIV: Performance Bond

- 14.1 As a condition to entry into this contract, the successful vendor shall provide to the SFA a performance bond equaling ten percent (10%) of the annual sales of the program. This performance bond will guarantee the vendor's faithful performance. For the successful FSMC, the performance bond is required annually, in each year of the contract, to be submitted to the SFA Business Office no later than April 1, each year. A copy of the Performance Bond must be submitted to the CSDE.
- 14.2 (Amount of the Performance Bond).

SECTION XV: Insurance

The FSMC shall maintain for the life of the contract, the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts must be submitted at the time of award.

15.1 Comprehensive General Liability - \$1,000,000 Combined Single Limit includes coverage for:

A. Premises-Operations;

- B. Products/Completed Operations;
- C. Contractual Insurance;
- D. Broad Form Property Damage;
- E. Independent Contractors;
- F. Personal Injury; and
- G. Employee Dishonesty.

15.2 Automobile Liability

\$1,000,000 combined Single Limit

15.3 Worker's Compensation and Employer's Liability

- A. Worker's compensation – Statutory; and
- B. Employer's Liability - \$500,000.

15.4 The East Haven Public Schools Board of Education and the Town of East Haven shall be additional named insured's on Comprehensive General Liability, Auto, and Workers' Compensation (Employer's Liability Only) policies.

15.5 The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

15.6 The FSMC shall defend, save harmless and indemnify the Town of East Haven and SFA, its officers, agents, employees and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the RFP, and Purchase, Lease/Purchase or Contract Agreements. In addition, the FSMC agrees to indemnify and hold harmless the Board, the Town of East Haven and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the FSMC's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Board, the Town, or any of their respective members, officers, employees or agents in any suit or claim arising from the FSMC's performance or lack of performance of the Contract or arising from the enforcement of this provision.

15.7 The FSMC shall obtain and keep in force during this contract, for the protection of the SFA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of \$ 1,000,000 (no less than \$1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the FSMC under this contract, and shall deliver to the SFA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the SFA. The policies for \$1,000.000 coverage shall also name the SFA as an Additional Insured, but only with respect to operations of the FSMC under this agreement.

15.8 Unless otherwise expressly provided, the SFA and the FSMC shall remain responsible for all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of negligent or wrongful act or omission of the party, its agents, or its employees in the performance of its obligations under this agreement.

SECTION XVI: Contract Term, Renewal and Termination

- 16.1** This contract, dated _____, is between _____, the FSMC and East Haven Public Schools Board of Education, the SFA:
- A. This contract sets forth the terms and conditions upon which the SFA retains the FSMC to manage and operate the SFA's food service for the SFA's students, employees, and visitors.
 - B. The contract shall be for a period of one year with the school year beginning on or about July 1, 2016, and ending June 30, 2017 with up to four (4) one-year renewal(s) with mutual agreement between the SFA and the FSMC. [7 CFR § 210.16 (d)]
- 16.2** The contract cannot be assigned or otherwise transferred or conveyed by either party without the written consent of the other. Consideration for the contract renewal by the SFA and the FSMC will be made in compliance with the rules and regulations prescribed by the Connecticut Commissioner of Education or State Board of Education and Federal regulations, as prescribed by the USDA.
- 16.3** The SFA or the FSMC may terminate the contract, for cause, including the FSMC's noncompliance with contract terms by giving sixty (60) days written notice by registered/return receipt requested mail.
- 16.4** Neither the FSMC nor the SFA shall be responsible for any losses if the fulfillment of the terms of the contract should be delayed by wars, acts of public enemies, strikes, fires, floods, act of God, or any acts not within the control of either the FSMC or the SFA, and which by the exercise of due diligence it is unable to prevent.
- 16.5** The Meal Equivalency Rate used in the contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the per meal commodity foods reimbursement.
- 16.6** If both parties agree to a contract renewal, the parties will work together to gather and complete all required documents for submission. The SFA will be responsible for submitting all contract renewal documents to the CSDE.
- 16.7** Recovery of prior year FSMC unreimbursed amounts from current year food service program surpluses is unallowable.

TERMINATION

- 16.8** With the exception of payment obligations for prior performance under this contract, neither party shall be liable for the failure to perform their respective obligations under this contract when such failure is caused by fire, explosion, water, act of God, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, or other like causes beyond the reasonable control of such party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible. [Appendix II to § 200 (B)]
- 16.9** Either party may cancel the contract for cause by giving sixty (60) days' notice in writing to the other party of its intention to do so. [7 CFR § 210.16 (d)]
- 16.10** If a cure or remedy is found for the termination request by mutual agreement of the contracting parties,

the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in paragraph 7.10 above. This letter should be counter-signed by the receiving party and the letter should become an amendment to this contract. [Appendix II to § 200]

- 16.11** Either party may terminate the contract without cause. The party terminating the contract without cause shall give no less than sixty (60) days written notice to the other party of its intention to terminate the contract without cause.
- 16.12** The right of termination referred to in this contract is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity. If the FSMC breaches a material provision of the contract and fails to cure such breach within sixty (60) days after receiving written notice of such breach the SFA may elect to pursue any available legal, contractual or administrative remedy or the following sanctions: (i) for a first violation, a written reprimand; (ii) for a second violation, a \$ penalty; and (iii) for a third violation, a \$ penalty. For the purposes of the foregoing, a single violation means an event of the same or similar kind, without regard for the duration or number of personnel, equipment, students or meals involved. [Appendix II to § 200 (A)]
- 16.13** A waiver of any failure under this contract shall neither be construed as, nor constitute a waiver of, any subsequent failure. This contract supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this contract by the respective references to them. This contract may be executed in several counterparts, each of which shall be deemed an original.
- 16.14** The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the contract. The parties must mutually agree, in a written document signed by both parties and attached to this contract, to amend, add, or delete an Article or Appendix. Any amendment to this contract shall become effective at the time specified in the amendment once approved by the CSDE.
- 16.15** Notification of Termination. The CSDE shall be notified immediately of termination action and reason for termination.
- 16.16** The parties agree that the terms of this contract shall be in accordance with the RFP published by the Board and any amendments to the RFP, and the proposal submitted by the FSMC which are kept on file at the SFA Business Office and through this reference, are incorporated into this contract. In the event that contradictory statements are contained in the RFP, the FSMC proposal, and this contract, the following order of precedence shall apply: contract, RFP, FSMC proposal.

SECTION XVII: Special and General Conditions

- 17.1** Confidential/Proprietary Information
- A. The FSMC and SFA shall designate any information they consider confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents which it regularly uses in the operation of their business or which they develop independently during the course of this contract. Information so designated and identified shall be treated as confidential by the FSMC and SFA, and the FSMC and SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences. All such materials shall remain the exclusive property of

the party that developed them and shall be returned to that party immediately upon termination of this contract. Notwithstanding, the Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. [2 CFR § 200.315]

- B. The FSMCs shall identify any specific information which the FSMC is claiming should not be disclosed to the public, along with a citation to the applicable provision of the Connecticut Freedom of Information Act or other applicable statute on which the FSMC is basing its claim of confidentiality or non-disclosure. Information marked as “not to be disclosed to the public” must meet the standards set forth in the Freedom of Information Act. Provided that nothing herein shall be construed to relieve any SFA or the CSDE from its obligations under any applicable freedom of information laws or other legal obligations concerning document disclosure, including, but not limited to, civil discovery demands.

- 17.2 The FSMC will comply with any Special and General Conditions attached hereto and in all respects made a part of this RFP. The RFP is incorporated and made a part of the contract. In the event of a conflict between the terms of the contract and the RFP, the terms of the contract shall prevail.
- 17.3 The FSMC shall adhere to all applicable laws, especially all Pure Food laws, and all related regulations prescribed by the Federal Government, the State of Connecticut, and the local department of health. The FSMC will comply with the rules and regulations as set up by the SFA and with State and/or own laws, etc., covering and controlling food services at the facilities.
- 17.4 No alterations, changes or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the SFA with the final decision as to the alterations, changes or improvements reserved solely for the SFA.
- 17.5 Any silence, absence or omission from these specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only material (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- 17.6 Notice/Communication: Any notice or communication required or permitted under this contract shall be in writing and shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:
 - A. Notices to the SFA:
 - Superintendent of Schools
 - Office of the Superintendent, 35 Wheelbarrow Lane, East Haven, CT 06513
 - Business Manager
 - Finance Department, 35 Wheelbarrow Lane, East Haven, CT 06513
 - B. Notices to the FSMC:
 - Click to enter text
 - And
 - Click to enter text
 - Click to enter text

Click to enter text

Click to enter text

E-mail communication may also be allowable under the terms of this contract. Other persons or places may also be designated, in writing, by either of the parties, during the term of this contract. Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the United States mail.

SO AGREED:

| | | |
|---|----------------|---------------|
| _____ Signature of Food Service Management Company's Authorized Representative | _____ Title | _____ Date |
|---|----------------|---------------|

Printed Name of Food Service Management Company's Authorized Representative

Superintendent

| | | |
|---|----------------|---------------|
| _____ Signature of School Food Authority's Authorized Representative | _____ Title | _____ Date |
|---|----------------|---------------|

Printed Name of Food Service Management Company's Authorized Representative

Schedule A
Cost Responsibility Survey

| FOOD | FSMC | SFA |
|---|------------------|------------|
| Food Purchasing | X | |
| Processing of Invoices | X | |
| Payment of Invoices | X | |
| USDA Administrative Charges | X | |
| USDA Processing Charges | X | |
| USDA Delivery Charges | X | |
| | | |
| LABOR | FSMC | |
| | EMPLOYEES | |
| Payment of Hourly Regular Full-Time Wages | X | |
| Payroll Taxes of Hourly Employees | X | |
| Fringe Benefits and Insurance of Hourly Employees | X | |
| Preparation of Hourly Employees' Payroll | X | |
| Processing of Hourly Employees' Payroll | X | |
| Workers' Compensation for Hourly Employees | X | |
| | | |
| ADDITIONAL ITEMS | | |
| China/Silver/Glassware - Original Purchase to Inventory Level Required for Operation | | XX |
| China/Silver/Glassware - Replacement During Operation | X | |
| Telephone - Local | X | |
| Telephone - Long Distance | X | |
| Removal of Trash and Garbage from Kitchen | | XX |
| Removal of Trash and Garbage from Premises | | XX |
| Replacement of Expendable Equipment (Pots, Pans, etc.) | X | |
| Replacement of Non-Expendable Equipment | | XX |
| Products and Public Liability Insurance | X | |
| Cost of Repairing Equipment | | XX |
| Uniforms | X | |
| Local Travel (Intra-District and Banking Reimbursement) | X | |

Schedule A (cont.)

| SUPPLIES | FSMC | SFA |
|----------------------------------|-------------|------------|
| Detergent and Cleaning Supplies | X | |
| Paper Supplies | X | |
| Menu Paper and Printing | X | |
| Postage | X | |
| Taxes/Licenses | X | |
| Pest control | | XX |
| Utilities | | XX |
| CLEANING | | |
| Ceiling, Light Fixtures and Fans | | XX |
| Dishwashing Equipment | X | |
| Hoods | | XX |
| Floors | | XX |
| Rest Rooms | | XX |
| Vent from Hoods to Outside | | XX |
| Walls | | XX |
| Kitchen/Serving Area Equipment | X | |
| Cafeteria/Serving Area Equipment | | XX |
| Dining Area/Tables and Chairs | | XX |

Schedule B
Procurement Specifications

| <u>PRODUCT</u> | <u>MINIMUM REQUIREMENTS</u> |
|----------------------------|---|
| Dairy Products | Grade A |
| Meat | USDA Grade Choice |
| Fish | U.S. Government Inspected |
| Poultry | USDA Grade A |
| Canned Fruits & Vegetables | U.S. Grade A Choice |
| Fresh Fruits & Vegetables | U.S. No. 1 Grade |
| Frozen Fruit & Vegetables | USDA Grade A |
| Bread | Packaged bread and buns to be manufacturer dated for freshness |
| Milk | Grade A |
| Ice Cream | Grade A |
| Deli Meats | Grade A or Equal Provisions |
| Condiments | Low-fat; Ketchup Free of High Fructose Corn Syrup |
| Dressings | All Natural, No High Fructose Corn Syrup; No Artificial Flavors or Coloring; No MSG |
| Yogurt | 100% All Natural; No Artificial Ingredients |
| Pasta | Whole Grain or equivalent |
| SFA Defined Product | SFA Defined Minimum Requirement |
| SFA Defined Product | SFA Defined Minimum Requirement |
| SFA Defined Product | SFA Defined Minimum Requirement |
| SFA Defined Product | SFA Defined Minimum Requirement |
| SFA Defined Product | SFA Defined Minimum Requirement |
| SFA Defined Product | SFA Defined Minimum Requirement |
| SFA Defined Product | SFA Defined Minimum Requirement |
| SFA Defined Product | SFA Defined Minimum Requirement |
| SFA Defined Product | SFA Defined Minimum Requirement |
| SFA Defined Product | SFA Defined Minimum Requirement |
| SFA Defined Product | SFA Defined Minimum Requirement |
| SFA Defined Product | SFA Defined Minimum Requirement |
| SFA Defined Product | SFA Defined Minimum Requirement |
| SFA Defined Product | SFA Defined Minimum Requirement |

Schedule C
Price List 2015-16

| SCHEDULE C PRICE LIST 2015-16 | | | | | | | | |
|--|------------------|-------------|----------------|-------------|-------------|------------------|--------------|-------------|
| <i>SCHOOL</i> | <i>BREAKFAST</i> | | <i>LUNCH</i> | | <i>MILK</i> | <i>ADULTS</i> | | |
| | <i>REDUCED</i> | <i>PAID</i> | <i>REDUCED</i> | <i>PAID</i> | | <i>BREAKFAST</i> | <i>LUNCH</i> | <i>MILK</i> |
| ELEMENTARY SCHOOLS: | \$.30 | \$1.00 | \$.40 | \$2.50 | \$.50 | \$2.50 | \$3.50 | \$.50 |
| MIDDLE SCHOOLS: | \$.30 | \$1.25 | \$.40 | \$3.00 | \$.50 | \$2.50 | \$3.50 | \$.50 |
| HIGH SCHOOLS: | \$.30 | \$1.50 | \$.40 | \$3.00 | \$.50 | \$2.50 | \$3.50 | \$.50 |

Schedule D
Reimbursement Rates

The following are the Federal Reimbursement Rates (Reimbursable Meals) to be used in completing Schedule E:

1. National School Lunch Program (State ID 20560 and Federal CFDA No. 10.555)

| | <u>Regular Rates</u> | <u>Severe Need Rates*</u> |
|---------|----------------------|---------------------------|
| Paid | .29 | .31 |
| Reduced | 2.67 | 2.69 |
| Free | 3.07 | 3.09 |

*In districts participating in the National School Lunch Program with 60 percent or greater free and reduced participation during the second prior year.

2. School Breakfast Program (State ID 20560 and Federal CFDA No. 10.555)

| | <u>Regular Rates</u> | <u>Severe Need Rates*</u> |
|---------|----------------------|---------------------------|
| Paid | .29 | .29 |
| Reduced | 1.36 | 1.69 |
| Free | 1.66 | 1.99 |

*Severe Need Rates are available to schools where, in the second prior year, 40 percent or more of the students received lunches free or at a reduced price.

3. After-School Snack Program (State ID 20560 and Federal CFDA No. 10.555)

| | <u>Rates</u> |
|---------|--------------|
| Paid | .07 |
| Reduced | .42 |
| Free | .84 |

4. State Reimbursement Rates (Reimbursable Meals): \$.04

All Meals (State Match Payments [Includes free, reduced-price and paid reimbursable meals]).

5. Six Cents Certification: \$0.06

6. Effective USDA Foods Rate (Federal CFDA No. 10.560): \$0.3125

7. Healthy Food Certification: *Districts that opt to implement healthy food certification (HFC) receive an additional 10 cents per lunch, based on the total number of reimbursable lunches (paid, free and reduced) served in the district in the prior school year.*

Schedule E
Financial Schedules
Operating Statement

PROJECTED REVENUE

Cafeteria Sales: (Lunch)

| | | | | |
|-------------------------------|-------------------------|-----------|---|----------|
| Student Paid Meals: | | | | |
| | ____ Elementary Schools | @\$ _____ | = | \$ _____ |
| | ____ Middle Schools | @\$ _____ | = | \$ _____ |
| | ____ High Schools | @\$ _____ | = | \$ _____ |
| Student Reduced Price: | | | | |
| | ____ Districtwide | @\$ _____ | = | \$ _____ |
| Student a la Carte: | | @\$ _____ | = | \$ _____ |
| Adult Lunches: | | @\$ _____ | = | \$ _____ |
| Adult a la Carte: | | @\$ _____ | = | \$ _____ |

Cafeteria Sales: (Breakfast)

| | | | | |
|-------------------------------|-------------------------|-----------|---|----------|
| Student Paid Meals: | | | | |
| | ____ Elementary Schools | @\$ _____ | = | \$ _____ |
| | ____ Middle Schools | @\$ _____ | = | \$ _____ |
| | ____ High Schools | @\$ _____ | = | \$ _____ |
| Student Reduced Price: | | | | |
| | ____ Districtwide | @\$ _____ | = | \$ _____ |

| | | |
|---------------------------|--|--------------|
| Special Functions: | | |
| Bank Interest | | \$ _____ |
| Other Income | | \$ _____ |
| Other Income | | \$ _____ |
| Subtotal Sales | | \$ _____ (A) |

| | | | | |
|--|------------------------------|-----------|---|--------------|
| Anticipated Reimbursement Federal & State (Lunch) | | | | |
| | ____ Districtwide Paid Meals | @\$ _____ | = | \$ _____ |
| | ____ Reduced Price | @\$ _____ | = | \$ _____ |
| | ____ Free | @\$ _____ | = | \$ _____ |
| Subtotal Lunch Reimbursement | | | | \$ _____ (B) |
| Anticipated Reimbursement Federal & State (Lunch) | | | | |
| | ____ Districtwide Paid Meals | @\$ _____ | = | \$ _____ |
| | ____ Reduced Price | @\$ _____ | = | \$ _____ |
| | ____ Free | @\$ _____ | = | \$ _____ |
| Subtotal Breakfast Reimbursement | | | | \$ _____ (C) |
| Total Income (A+B+C) | | | | \$ _____ |

| | | |
|---------------------------------------|-------|--------------|
| | Other | \$ _____ |
| | Other | \$ _____ |
| Total Labor and Other Expenses | | \$ _____ (E) |

| | | | | |
|---|-------|-----------|---|--------------|
| Management Fee | | | | |
| Flat Rate | | | | \$ _____ |
| OR | | | | |
| Cents per Meal (Complete Calculation Below) | | | | |
| *Student Annualized Meals | _____ | @\$ _____ | = | \$ _____ |
| Total Management Fee | | | | \$ _____ (F) |

| | |
|---|-----------------------|
| Total Number of Reimbursable Meals | |
| **Annualized a la Carte | |
| Meal Equivalent = The total \$ value of a la carte and adult meals divided by the current free lunch reimbursement rate + per meal commodity foods reimbursement = \$ _____ | |
| Expense Total | \$ _____ (C+D+E+F) |
| Profit/Loss (SUBSIDY) | \$ _____ |
| *Student Annualized Meals = the number of reimbursable meals + (the \$ amount of adult and a la carte sales) divided by (the current free lunch reimbursement rate + the per meal commodity [USDA Foods] reimbursement). | |
| **In accordance with Section 18.6 of this RFP the Meal Equivalency Rate used in the Contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the commodity (USDA Foods) reimbursement rate. | |

Addendum A
Non - Collusion Affidavit
Food Service Program - Public Schools

By submission of this proposal, the FSMC certifies that:

- a. This proposal has been independently arrived at without collusion with any other proposer, competitor, potential proposer or potential competitor.
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the proposals for the work to be performed or the goods to be sold, to any other proposer, competitor, potential proposer or potential competitor.
- c. No attempt has been made, or will be made, to induce any other person, partnership or corporation to submit or not to submit a proposal.
- d. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in his behalf.
- e. That below is a certified copy of the resolution authorizing the execution of this certificate by the signatory of this proposal on behalf of the corporate proposer.

Signature of the person authorized to submit this proposal

Click to enter text

Typed or printed name of signatory and title

Date: ___/___/___.

Resolve that Click to enter text be authorized to sign and submit the proposal of this
(name)
corporation Click to enter text for the Food Service Management Program
(name)
at the Click to enter text Public Schools.

Addendum B
Certificate of Independent Price Determination

Both the school food authority and the Food Service Management Company (FSMC) (offeror) shall execute this Certificate of Independent Price Determination.

Click to enter text
Name of FSMC

East Haven Public Schools Board of Education
Name of School Food Authority

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

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

(B) Each person signing this offer on behalf of the FSMC certifies that:

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

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

Signature of Food Service Management Company's
Authorized Representative

Click to enter text
Title

Click to enter text
Date

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

Signature of School Food Authority's Authorized
Representative

Superintendent
Title

Click to enter text
Date

Note: Accepting a bidder's offer does not constitute award of the contract.

Addendum C
Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Click to enter text

Name/Address of Organization

Click to enter text

Name/Title of Submitting Official

Signature

Date

**Addendum D
DISCLOSURE OF LOBBYING ACTIVITIES**

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

| | | |
|---|---|--|
| <p>A. 1. Type of Federal Action: ____</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p> | <p>B. Status of Federal Action: ____</p> <p>a. Bid/offer/application b. Initial award c. Post-award</p> | <p>C. Report Type: ____</p> <p>a. Initial filing b. Material change</p> <p>For Material Change Only: Year ____ Quarter ____ Date of Last Report ____</p> |
| <p>D. Name and Address of Reporting Entity: ____ Prime ____ Subawardee</p> <p>Tier ____, if known</p> <p>Congressional District, if known:</p> | <p>E. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p> | |
| <p>F. Federal Department/Agency:</p> | <p>G. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p> | |
| <p>8. Federal Action Number, if known:</p> | <p>9. Award Amount, if known: \$ _____</p> | |
| <p>10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)</p> <p align="center">(Attach Continuation Sheet(s))</p> | <p>10. b. Individuals Performing Services (including address if different from No. 10,a.) (last name, first name, middle)</p> <p align="center">(SF-LLL-A if Necessary)</p> | |
| <p>11. Amount of Payment (check all that apply): \$ _____ Actual ____ Planned</p> | | |
| <p>12. Form of Payment (check all that apply):</p> <p>____ a. cash ____ b. in-kind; specify: Nature _____ Actual _____</p> | <p>13. Type of payment (check all that apply):</p> <p>____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify: _____</p> | |
| <p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</p> <p align="center">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p> | | |
| <p>15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes ____ (Number ____) No ____</p> | | |
| <p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> | <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone: _____</p> <p>Date: _____</p> | |
| <p>Federal Use Only:</p> | <p>Authorized for Local Reproduction Standard Form - LLL</p> | |

SF-LLL

Disclosure of Lobby Activities Continuation Sheet

Reporting entity: _____ Page ____ of ____

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check all that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, D.C. 20503.

Addendum E

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

SFAs are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2 CFR § 200.212 by doing any **one** of the following:

- Checking the Excluded Parties List found at the **System for Award Management** www.SAM.gov;
- Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;
- Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;
- Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-866-705-5711 or visit their Web site at <https://eupdate.dnb.com/requestoptions.asp>. There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 2 CFR § 200.212 Suspension and Debarment. The regulations were published as Part III of the December 26, 2013, Federal Register (pages 78590-78691). Copies of the regulations may be obtained by contacting by contacting the Department of Agriculture agency with which this transaction originated.

(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 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Click to enter text
Organization Name

Click to enter text
PR/Award Number or Project Name

Click to enter text
Name of Authorized Representative

Click to enter text
Title

Signature

Click to enter text
Date

Instructions for Certification

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

Addendum F
Clean Air and Water Certificate

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

NAME OF FOOD SERVICE MANAGEMENT COMPANY: Click to enter text

NAME OF SCHOOL FOOD AUTHORITY: East Haven Public Schools Board of Education

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

**Signature of Food Service Management Company's
Authorized Representative**

Click to enter text
Title

Click to enter text
Date

**Signature of School Food Authority's Authorized
Representative**

Superintendent
Title

Date

Addendum G
Energy Policy and Conservation Act Statement

Click to enter text

Food Service Management Company (FSMC) and the School Food Authority (SFA) agree to comply with the Energy Policy and Conservation Act (P.L. 94-163) for the duration of the contract.

Click to enter text

FSMC

East Haven

Board of Education

Authorized Signature

Click to enter text

Title

Click to enter text

Date

Authorized Signature

Superintendent

Title

Click to enter text

Date

Addendum H
Certification of SFA's Reconciliation of the
Value of USDA Foods and Results

East Haven Public Schools Board of Education certifies that we will be in compliance with (School Food Authority) the USDA's required contract clause, "The SFA shall conduct a reconciliation at least annually (and upon termination of the Agreement to ensure that the FSMC has credited it for the value of all USDA Foods received for us in the SFA's food service in the school year, including, in accordance with the requirements in 7 CFR § 250.51(a), the value of USDA Foods contained in processed end products," and results of reconciliation (dollar value of foods received and amount credited by FSMC):

\$N/A

Dollar value of USDA Foods

\$N/A

Dollar value credited by FSMC

N/A

Date of Reconciliation

Click to enter text
FSMC

Authorized Signature
Click to enter text
Title
Click to enter text
Date

SFA Listed Above

Authorized Signature
Superintendent
Title

Date

Exhibit A
SCHOOLS/ENROLLMENT/SERVING TIMES/PARTICIPATION

The following represents the SEA's current school information for reference. Meal service is to be in accordance with the terms and conditions of the food service program at the following locations:

| School Name | Grade Levels | Enrollment | Attendance Factor | Free Red. % | Serving Times | Waves | Currently Participates in the following meal services: |
|------------------------------------|--------------|------------|-------------------|-------------|---|-------|--|
| Deer Run | K-2 | 297 | 94.42 | 39% | 8:15-9:15, 11:30-12:00, 12:05-12:35, 12:40-1:10 | 4 | <input checked="" type="checkbox"/> SBP <input checked="" type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input checked="" type="checkbox"/> SMP <input type="checkbox"/> A la Carte |
| DC Moore | K-2 | 201 | 94.47 | 61% | 8:00-9:30, 11:20-11:50, 11:55-12:25, 12:30-1:00 | 4 | <input checked="" type="checkbox"/> SBP <input checked="" type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input checked="" type="checkbox"/> SMP <input type="checkbox"/> A la Carte |
| EHA | 3-8 | 261 | 97.10 | 33% | 7:30-8:30, 10:54-11:24, 11:29-11:59, 12:04-12:34 | 4 | <input checked="" type="checkbox"/> SBP <input checked="" type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input checked="" type="checkbox"/> A la Carte |
| EHHS | 9-12 | 893 | 96.49 | 43% | 7:00-7:30, 10:53-11:17, 11:18-11:42, 11:44-12:08 | 4 | <input checked="" type="checkbox"/> SBP <input checked="" type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input checked="" type="checkbox"/> SMP <input checked="" type="checkbox"/> A la Carte |
| Ferrara | 3-5 | 192 | 98.74 | 46% | 8:00-9:00, 11:45-12:15, 12:35-1:05 | 3 | <input checked="" type="checkbox"/> SBP <input checked="" type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input checked="" type="checkbox"/> A la Carte |
| JMMS | 6-8 | 587 | 94.27 | 59% | 7:45-8:00, 10:58-11:22, 11:24-11:48, 11:50-12:14, 12:16-12:40 | 5 | <input checked="" type="checkbox"/> SBP <input checked="" type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input checked="" type="checkbox"/> SMP <input checked="" type="checkbox"/> A la Carte |
| Monauguin | 3-5 | 192 | 92.82 | 58% | 8:00-9:00, 11:25-11:55, 11:56-12:25, 12:25-12:55 | 4 | <input checked="" type="checkbox"/> SBP <input checked="" type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input checked="" type="checkbox"/> A la Carte |
| Overbrook | K-2 | 169 | 94.64 | 59% | 8:30-9:30, 11:30-12:00, 12:00-12:30, 12:30-1:00 | 4 | <input checked="" type="checkbox"/> SBP <input checked="" type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte |
| Tuttle | 3-5 | 172 | 94.83 | 58% | 8:00-9:00, 12:10-12:40, 12:30-1:00, 12:50-1:20 | 4 | <input checked="" type="checkbox"/> SBP <input checked="" type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input checked="" type="checkbox"/> SMP <input checked="" type="checkbox"/> A la Carte |
| Inter-agency Agreement School Name | Grade Levels | Enrollment | Attendance Factor | Free Red. % | Serving Times | Waves | Currently Participates in the following meal services: |
| Pathways/Hays | 7-12 | 28 | 89.67 | 61% | 8:00-9:00, 11:38-11:58, 12:25-12:45 | 3 | <input checked="" type="checkbox"/> SBP <input checked="" type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input checked="" type="checkbox"/> A la Carte |
| | | | | | | | <input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte |
| | | | | | | | <input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte |
| | | | | | | | <input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte |
| | | | | | | | <input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte |
| | | | | | | | <input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte |
| | | | | | | | <input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte |

Note: The schedule provided is for serving times on a normal school day. Schedules will vary on days when the schools have a modified schedule.

| NEW PROPOSED School Name | Grade Levels | Enrollment | Attendance Factor | Free Red. % | Serving Times | Waves | Currently Participates in the following meal services: |
|--------------------------|--------------|------------|-------------------|-------------|---------------|-------|--|
| | | | | | | | <input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte |
| | | | | | | | <input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte |
| | | | | | | | <input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte |
| | | | | | | | <input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte |

Exhibit B: Reimbursement Claims for past 12 months.

2014 - 2015 SNP Claim Year Summary

04400 Status: Active
East Haven Board of Education
 DBA:
 East Haven Board of Education
 35 Wheelbarrow Lane
 East Haven, CT 06513
 Type of Agency: Educational Institution
 Type of SNP Organization: Public

| Claim Month | Adj Number | Claim Status | Date Received | Date Processed | Earned Amount |
|----------------------------|------------|--------------|---------------|----------------|---------------------|
| Jul 2014 | 0 | Processed | 10/07/2014 | 10/23/2014 | \$0.00 |
| Aug 2014 | | | | | \$0.00 |
| Sep 2014 | 0 | Processed | 10/07/2014 | 10/23/2014 | \$84,913.58 |
| Oct 2014 | 0 | Processed | 11/07/2014 | 11/19/2014 | \$86,845.39 |
| Nov 2014 | 0 | Processed | 12/08/2014 | 12/17/2014 | \$63,986.45 |
| Dec 2014 | 0 | Processed | 01/14/2015 | 01/20/2015 | \$67,141.59 |
| Jan 2015 | 0 | Processed | 02/11/2015 | 02/18/2015 | \$62,279.11 |
| Feb 2015 | 0 | Processed | 03/09/2015 | 03/19/2015 | \$57,838.68 |
| Mar 2015 | 0 | Processed | 04/07/2015 | 04/20/2015 | \$74,647.54 |
| Apr 2015 | 0 | Processed | 05/06/2015 | 05/18/2015 | \$78,404.26 |
| May 2015 | 0 | Processed | 06/04/2015 | 06/23/2015 | \$78,971.80 |
| Jun 2015 | 0 | Processed | 07/09/2015 | 07/27/2015 | \$50,730.85 |
| Year to Date Totals | | | | | \$705,759.25 |

Exhibit C" Current Employee Roster, Hours Worked By Location,
Wage Scales

| Location | Daily Hrs | Position |
|-----------------------------|-----------------|----------|
| East Haven High School | 6.5 | Cook |
| East Haven High School | 6.5 | FSW |
| East Haven High School | 6 | FSW |
| East Haven High School | 6.5 | FSW |
| East Haven High School | 6 | FSW |
| East Haven High School | 2 | FSW |
| East Haven High School | 3.5 | FSW |
| East Haven High School | 3.5 | FSW |
| East Haven High School | 3.5 | FSW |
| East Haven High School | 3.5 | FSW |
| East Haven High School | 3.5 | FSW |
| East Haven Middle School | 6.5 | Cook |
| East Haven Middle School | 6 | FSW |
| East Haven Middle School | 6 | FSW |
| East Haven Middle School | 3.5 | FSW |
| East Haven Middle School | 3.5 | FSW |
| East Haven Middle School | 3.5 | FSW |
| East Haven Middle School | 3.5 | FSW |
| Momauguin Elementary School | 4.75 | FSW |
| Momauguin Elementary School | 2.5 | FSW |
| Overbrook Elementary School | 4.5 | FSW |
| Overbrook Elementary School | 2.5 | FSW |
| Tuttle Elementary School | 4.5 | FSW |
| Tuttle Elementary School | 2.75 | FSW |
| Deer Run Elementary School | 4.5 | FSW |
| Deer Run Elementary School | 2.5 | FSW |
| Ferrara Elementary School | 4.5 | FSW |
| Ferrara Elementary School | 2.5 | FSW |
| DC Moore Elementary School | 4.5 | FSW |
| DC Moore Elementary School | 2.5 | FSW |
| East Haven Academy | 4.5 | FSW |
| East Haven Academy | 3.5 | FSW |
| Pathways | 3.5 | FSW |
| | 8 | Driver |
| Wage Rates by Position | | |
| Cook | \$13.56-\$21.23 | |
| Foodservice Worker | \$9.60 -\$19.73 | |
| Driver | \$12.60 | |

Exhibit D

Audited Financial Statement

**Federal Single Audit
and
State Single Audit**

of the

Town of East Haven, Connecticut

Year Ended June 30, 2015

Town of East Haven, Connecticut

Table of Contents

| | <u>Page</u> |
|--|-------------|
| <u>Federal Single Audit</u> | |
| Schedule of Expenditures of Federal Awards | 1 |
| Notes to Schedule of Expenditures of Federal Awards | 2 |
| Summary Schedule of Prior Year Audit Findings | 3 |
| Schedule of Findings and Questioned Costs | 4-5 |
| Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i> | 6-7 |
| Independent Auditor's Report on Compliance for Each Major Federal Program; Report on Internal Control over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by OMB Circular A-133 | 8-10 |
| <u>State Single Audit</u> | |
| Schedule of Expenditures of State Financial Assistance | 11-12 |
| Note to Schedule of Expenditures of State Financial Assistance | 13 |
| Summary Schedule of Prior Year Audit Findings | 14 |
| Schedule of Findings and Questioned Costs | 15-17 |
| Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i> | 18-19 |
| Independent Auditor's Report on Compliance for Each Major State Program; Report on Internal Control over Compliance; and Report on the Schedule of Expenditures of State Financial Assistance Required by the State Single Audit Act | 20-22 |

**Federal
Single
Audit**

Town of East Haven, Connecticut
 Schedule of Expenditures of Federal Awards
 Year Ended June 30, 2015

| Federal Grantor/Pass-Through Grantor/Program or Cluster Title | Federal CFDA Number | State Project Number | Expenditures |
|--|---------------------------|-------------------------------|---------------------|
| <u>U.S. Department of Agriculture:</u> | | | |
| Passed through State Department of Education: | | | |
| Child Nutrition Cluster: | | | |
| School Breakfast Program | 10.553 | 12060-20508-82079-170005 | \$ 120,694 |
| National School Lunch Program - Cash | 10.555 | 12060-20560-82079-170005 | 608,573 |
| National School Lunch Program - Commodities | 10.555 | | <u>71,933</u> |
| Total Child Nutrition Cluster | | | 801,200 |
| Fresh Fruit and Vegetable Program | 10.582 | 12060-22051-82079-SDE00005 | <u>14,280</u> |
| Total U.S. Department of Agriculture | | | <u>815,480</u> |
| <u>U.S. Department of Justice:</u> | | | |
| Direct Program: | | | |
| Law Enforcement Assistance-Narcotics and Dangerous Drugs Training | 16.004 | | 28,918 |
| Bulletproof Vest Partnership Program | 16.607 | | 6,280 |
| Equitable Sharing Program | 16.922 | CT0004400 | <u>24,175</u> |
| Total U.S. Department of Justice | | | <u>59,373</u> |
| <u>U.S. Department of Transportation:</u> | | | |
| Passed through State Department of Transportation: | | | |
| Highway Planning and Construction | 20.205 | 12062-DOT57161-22108 | 81,232 |
| Highway Safety Cluster: | | | |
| Alcohol Impaired Driving Countermeasures Incentive Grants I | 20.601 | | <u>5,710</u> |
| Total U.S. Department of Transportation | | | <u>86,942</u> |
| <u>U.S. Department of Education:</u> | | | |
| Passed through State Department of Education: | | | |
| Adult Education - Basic Grants to States | 84.002 | 12060-20784-84002-2015-170015 | <u>49,501</u> ✓ |
| Title I: | | | |
| Title I Grants to Local Educational Agencies | | 12060-20679-82070-2014-170002 | 8,956 ✓ |
| Title I Grants to Local Educational Agencies | | 12060-20679-82070-2015-170002 | <u>571,662</u> ✓ |
| Total Title I Grants to Local Educational Agencies | 84.010 | | <u>580,618</u> ✓ |
| Special Education Cluster: | | | |
| Special Education - Grants to States (IDEA, Part B) | 84.027 | 12060-20977-82032-2015-170002 | 618,865 |
| Special Education - Preschool Grants (IDEA, Preschool) | 84.173 | 12060-20983-82032-2015-170002 | <u>35,653</u> ✓ |
| Total Special Education Cluster | | | <u>654,518</u> ✓ |
| Career and Technical Education - Basic Grants to States (Perkins IV) | 84.048 | 12060-20742-84010-2015-170002 | <u>42,229</u> ✓ |
| English Language Acquisition State Grants | | | |
| English Language Acquisition State Grants | | 12060-20868-82075-2014-170002 | 28,687 |
| English Language Acquisition State Grants | | 12060-20868-82075-2015-170002 | <u>2,732</u> |
| Total English Language Acquisition State Grants | 84.365 | | <u>31,419</u> ✓ |
| Improving Teacher Quality State Grants | | | |
| Improving Teacher Quality State Grants | | 12060-20858-84131-2014-170002 | 26,860 |
| Improving Teacher Quality State Grants | | 12060-20858-84131-2015-170002 | <u>55,023</u> |
| Total Improving Teacher Quality State Grants | 84.367 | | <u>81,883</u> |
| Total U.S. Department of Education | | | <u>1,440,168</u> |
| Total Federal Awards | | | <u>\$ 2,401,963</u> |

See Notes to Schedule of Expenditures of Federal Awards.

Town of East Haven, Connecticut

Notes to Schedule of Expenditures of Federal Awards
June 30, 2015

1. **Significant accounting policies**

The accounting policies of the Town of East Haven, Connecticut, conform to accounting principles generally accepted in the United States of America promulgated by the Governmental Accounting Standards Board. The following is the significant policy relating to Federal awards:

Basis of presentation

The accompanying schedule of expenditures of Federal awards is presented on the modified accrual basis of accounting and a current financial resources measurement focus. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

2. **Noncash Federal awards**

The Town received and expended \$71,933 of USDA donated commodities under the National School Lunch Program.

Town of East Haven, Connecticut
Summary Schedule of Prior Year Audit Findings
Year Ended June 30, 2015

Financial Statement Finding

2008-1 Board of Education Bank Reconciliations

Condition

The bank reconciliations for the Board of Education bank accounts were not reconciled in a regular and timely manner during the year.

Current Status

Finding has not been adequately addressed and is repeated in the schedule of findings and questioned costs.

2014-001 Child Nutrition Cluster - CFDA #10.553/10.555

Condition

Verification of free and reduced price applications were not performed within the guidelines set by the grant.

Current Status

Finding has been adequately addressed and is not repeated in the schedule of findings and questioned costs.

2014-002 Highway Planning and Construction - CFDA #20.205

Condition

Verification and monitoring of vendor payrolls to ensure compliance with payment of prevailing wages was not performed by the Town.

Current Status

There were no grant expenditures that required compliance with payment of prevailing wages; therefore, this finding has not been repeated.

Town of East Haven, Connecticut

Schedule of Findings and Questioned Costs
Year Ended June 30, 2015

I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? x yes no

Significant deficiency(ies) identified? yes x none reported

Noncompliance material to financial statements noted? yes x no

Federal Awards

Internal control over major programs:

Material weakness(es) identified? yes x no

Significant deficiency(ies) identified? yes x none reported

Type of auditor's report issued on compliance
for major programs: Unmodified

Any audit findings disclosed that are required
to be reported in accordance with OMB
Circular A-133, Section .510(a)?

 yes x no

Identification of major programs:

CFDA Number

Name of Federal Program

10.553/10.555
84.010

Child Nutrition Cluster
Title I Grants to Local Educational Agencies

Dollar threshold used to distinguish
between type A and type B programs:

\$ 300,000

Auditee qualified as low-risk auditee?

 yes x no

Town of East Haven, Connecticut

Schedule of Findings and Questioned Costs
Year Ended June 30, 2015

II - Financial Statement Findings

2008-001 Bank Reconciliations - General Fund

Condition

The bank reconciliations for the Board of Education accounts were not reconciled in a regular and timely manner during the year. Due to the bank reconciliations not being completed timely, other general ledger accounts were also not timely reconciled.

Criteria

Effective internal control over cash requires monthly reconciliations to be performed on a timely basis.

Questioned Costs

There were no questioned costs.

Context

The deficiency was identified during both the prior and current fiscal years and occurs throughout the year.

Effect

All transactions and activity were not recorded on a timely basis and, therefore, general ledger cash balances were not reconciled to the bank statement.

Cause

The cause is due to lack of adequate staffing.

Recommendation

We recommend that bank reconciliations be performed on a monthly basis within thirty days of month end and that balances are agreed and reconciled to the general ledger. In addition, other general ledger accounts such as interfunds and control accounts should be reconciled on a monthly basis.

Views of Responsible Officials and Planned Corrective Actions

As of August, 2015, the Business Office was fully staffed and bank reconciliations are very close to being done in a timely manner, along with the other general ledger reconciliations.

III - Federal Awards Findings and Questioned Costs

None.

Independent Auditor's Report on Internal Control over
Financial Reporting and on Compliance and Other Matters
Based on an Audit of Financial Statements Performed in
Accordance with *Government Auditing Standards*

Board of Finance
Town of East Haven, Connecticut

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Town of East Haven, Connecticut, as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated December 29, 2015.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified a certain deficiency in internal control that we consider to be a material weakness.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described in the accompanying schedule of findings and questioned costs to be a material weakness (Finding 2008-001).

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The Town's Response to the Finding

The Town's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The Town's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Hartford, Connecticut
December 29, 2015

Independent Auditor's Report on Compliance for Each
Major Federal Program; Report on Internal Control over
Compliance; and Report on the Schedule of Expenditures
of Federal Awards Required by OMB Circular A-133

Board of Finance
Town of East Haven, Connecticut

Report on Compliance for Each Major Federal Program

We have audited the Town of East Haven, Connecticut's compliance with the types of compliance requirements described in the OMB Circular A-133 *Compliance Supplement* that could have a direct and material effect on each of the Town's major Federal programs for the year ended June 30, 2015. The Town's major Federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts and grants applicable to its Federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Town's major Federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major Federal program occurred. An audit includes examining, on a test basis, evidence about the Town's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major Federal program. However, our audit does not provide a legal determination of the Town's compliance.

Opinion on Each Major Federal Program

In our opinion, the Town complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major Federal programs for the year ended June 30, 2015.

Report on Internal Control over Compliance

Management of the Town is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Town's internal control over compliance with the types of requirements that could have a direct and material effect on each major Federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major Federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a Federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance with a type of compliance requirement of a Federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Report on the Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Town of East Haven, Connecticut, as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements. We issued our report thereon dated December 29, 2015, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of Federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of Federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

CohnReznick LLP

Hartford, Connecticut
December 29, 2015

**State
Single
Audit**

Town of East Haven, Connecticut

Schedule of Expenditures of State Financial Assistance
Year Ended June 30, 2015

| State Grantor/Pass-Through Grantor/Program Title | State Grant Program Core- CT Number | Expenditures |
|--|---|--------------|
| <u>Department of Education:</u> | | |
| ✓ Family Resource Centers | 11000-SDE64000-16110 | \$ 109,500 |
| Youth Services Bureau Enhancement | 11000-SDE64000-16201 | 5,551 |
| Child Nutrition State Matching Grant | 11000-SDE64000-16211 | 13,364 |
| Healthy Foods Initiative | 11000-SDE64000-16212 | 27,422 |
| Adult Education | 11000-SDE64000-17030 | 458,406 |
| Health Services | 11000-SDE64000-17034 | 34,341 |
| Alliance District | 11000-SDE64000-17041-82164 | 1,106,218 |
| ✓ Bilingual Education | 11000-SDE64000-17042 | 5,227 |
| School Breakfast | 11000-SDE64000-17046 | 33,213 |
| Youth Services Bureau | 11000-SDE64000-17052 | 22,209 |
| Open Choice | 11000-SDE64000-17053-82060 | 39,897 |
| Passed through ACES: | | |
| Open Choice | 11000-SDE64000-17053-82060 | 39,000 |
| Magnet Schools | 11000-SDE64000-17057 | 2,600 |
| Common Core Professional Learning Mini Grant | 11000-SDE64000-12566 | 1,000 |
| ✓ Primary Mental Health | 11000-SDE64000-12198 | 19,600 |
| Resource Equity Assessment | 11000-SDE64370-12990 | 8,000 |
| <u>Department of Labor:</u> | | |
| Passed through Workforce Alliance: Connecticut's Youth Employment Program | 11000-DOL40000-12205 | 25,548 |
| <u>Department of Mental Health and Addiction Services:</u> | | |
| Passed through Meriden & Wallingford Substance Abuse Council: Grants for Substance Abuse Services | 11000-MHA53000-16003 | 4,403 |
| Passed through BH Care: Managed Service System | 11000-MHA53000-12157 | 96,431 |
| <u>Department of Public Health:</u> | | |
| School-Based Health Clinics | 11000-DPH48500-17019 | 124,131 |
| <u>Department of Social Services:</u> | | |
| Medicaid | 11000-DSS60000-16020 | 262,400 |
| <u>Department of Transportation:</u> | | |
| Town Aid Road Grants Transportation Fund | 12052-DOT57131-43455-34005 | 345,812 |
| <u>Department of Emergency Services and Public Protection:</u> | | |
| School Security Competitive Grant Program | 12052-DPS32183-43546 | 331,519 ✓ |
| Drug Asset Forfeiture Revolving Fund | 12060-DPS32155-35142 | 1,300 |
| <u>Department of Energy & Environmental Protection</u> | | |
| Passed through Shoreline Greenway Trail, Inc.: Environmental Protection Grant | DEP44420 #2008-8389 | 20,308 |
| <u>Department of Consumer Protection:</u> | | |
| Payments to Municipalities - Parimutuels | 34004-DCP39930-29109 | 81,382 |
| <u>Office of Early Childhood:</u> | | |
| School Readiness and Child Care in Competitive Grant Municipalities | 11000-OEC64840-12113 | 350,240 |
| School Readiness Quality Enhancement | 12060-OEC64840-17097 | 3,715 |

(Continued)

Town of East Haven, Connecticut

Schedule of Expenditures of State Financial Assistance
Year Ended June 30, 2015

| State Grantor/Pass-Through Grantor/Program Title | State Grant Program Core- CT Number | Expenditures |
|---|---|----------------------|
| Payment in Lieu of Taxes (PILOT) on State-Owned Property | 11000-OPM20600-17004 | \$ 379,020 |
| Property Tax Relief on Property of Totally Disabled Persons | 11000-OPM20600-17011 | 5,408 |
| Property Tax Relief for Elderly and Totally Disabled Homeowners | 11000-OPM20600-17018 | 321,858 |
| Property Tax Relief for Elderly Homeowners - Freeze Program | 11000-OPM20600-17021 | 7,334 |
| Property Tax Relief for Veterans | 11000-OPM20600-17024 | 83,313 |
| Local Capital Improvement Program | 12050-OPM20600-40254 | 166,507 |
| Municipal Grants-In-Aid | 12052-OPM20600-43587 | 28,758 |
| <u>Connecticut State Library:</u> | | |
| State Grants to Public Libraries | 11000-CSL66051-17003 | 1,158 |
| Connecticard | 11000-CSL66051-17010 | 1,853 |
| Historic Documents Preservation Grants | 12060-CSL66094-35150 | 7,500 |
| Total State Financial Assistance before Exempt Programs | | <u>4,575,446</u> |
| Exempt Programs: | | |
| <u>Department of Education:</u> | | |
| Education Cost Sharing | 11000-SDE64000-17041-82010 | 18,755,463 |
| Excess Costs Student Based and Equity | 11000-SDE64000-17047 | 787,657 |
| Nonpublic School Transportation | 11000-SDE64000-17049 | 34,033 |
| Public School Transportation | 11000-SDE64000-17027 | 222,073 |
| <u>Department of Construction Services:</u> | | |
| School Construction Grants - Interest | 13009-DCS28000-40896 | 181,563 |
| School Construction Grants | 13010-DCS28000-40901 | 1,429,567 |
| <u>Office of Policy and Management:</u> | | |
| Mashantucket Pequot and Mohegan Fund Grant | 12009-OPM20600-17005 | 161,177 |
| Total Exempt Programs | | <u>21,571,533</u> |
| Grand Total State Financial Assistance | | <u>\$ 26,146,979</u> |

(Concluded)

See Note to Schedule of Expenditures of State Financial Assistance.

Town of East Haven, Connecticut

Note to Schedule of Expenditures of State Financial Assistance June 30, 2015

The accompanying schedule of expenditures of state financial assistance includes state grant activity of the Town of East Haven, Connecticut, under programs of the State of Connecticut for the fiscal year ended June 30, 2015. Various departments and agencies of the State of Connecticut have provided financial assistance through grants and other authorizations in accordance with the General Statutes of the State of Connecticut. These financial assistance programs fund several programs including general government, public safety, public works, culture and recreation, health and welfare, and education.

Summary of significant accounting policies

The accounting policies of the Town of East Haven, Connecticut, conform to accounting principles generally accepted in the United States of America as applicable to the Governmental Accounting Standards Board.

The information in the schedule of expenditures of state financial assistance is presented based upon regulations established by the State of Connecticut, Office of Policy and Management.

Basis of accounting

The expenditures reported on the schedule of expenditures of state financial assistance are reported on the modified accrual basis of accounting. In accordance with Section 4-236-22 of the Regulations to the State Single Audit Act, certain grants are not dependent on expenditure activity and, accordingly, are considered to be expended in the fiscal year of receipt. These grant program receipts are reflected in the expenditures column of the schedule of expenditures of state financial assistance.

Town of East Haven, Connecticut
Summary Schedule of Prior Year Audit Findings
Year Ended June 30, 2015

Financial Statement Finding

2008-1 Board of Education Bank Reconciliations

Condition

The bank reconciliations for the Board of Education bank accounts were not reconciled in a regular and timely manner during the year.

Current Status

Finding has not been adequately addressed and is repeated in the schedule of findings and questioned costs.

Town of East Haven, Connecticut

**Schedule of Findings and Questioned Costs
Year Ended June 30, 2015**

I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? x yes no
 Significant deficiency(ies) identified? yes x none reported

Noncompliance material to financial statements noted? yes x no

State Financial Assistance

Internal control over major programs:

Material weakness(es) identified? yes x no
 Significant deficiency(ies) identified? yes x none reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 4-236-24 of the Regulations of the State Single Audit Act? x yes no

The following schedule reflects the major programs included in the audit:

| <u>State Grantor and Program</u> | <u>State Core-CT Number</u> | <u>Expenditures</u> |
|--|-----------------------------|---------------------|
| <u>Department of Education:</u> | | |
| Alliance District | 11000-SDE64000-17041-82164 | \$ 1,106,218 |
| <u>Department of Social Services:</u> | | |
| Medicaid | 11000-DSS60000-16020 | 262,400 |
| <u>Department of Transportation:</u> | | |
| Town Aid Road Grants Transportation Fund | 12052-DOT57131-43455-34005 | 345,812 |
| <u>Department of Emergency Services and Public Protection:</u> | | |
| School Security Competitive Grant Program | 12052-DPS32183-43546 | 331,519 |
| <u>Office of Policy and Management:</u> | | |
| Payment in Lieu of Taxes (Pilot) on State-Owned Property | 11000-OPM20600-17004 | 379,020 |
| Dollar threshold used to distinguish between type A and type B programs: | | \$ 200,000 |

Town of East Haven, Connecticut
Schedule of Findings and Questioned Costs
Year Ended June 30, 2015

II - Financial Statement Findings

2008-001 Bank Reconciliations - General Fund

Condition

The bank reconciliations for the Board of Education accounts were not reconciled in a regular and timely manner during the year. Due to the bank reconciliations not being completed timely, other general ledger accounts were also not timely reconciled.

Criteria

Effective internal control over cash requires monthly reconciliations to be performed on a timely basis.

Questioned Costs

There were no questioned costs.

Context

The deficiency was identified during both the prior and current fiscal years and occurs throughout the year.

Effect

All transactions and activity were not recorded on a timely basis and, therefore, general ledger cash balances were not reconciled to the bank statement.

Cause

The cause is due to lack of adequate staffing.

Recommendation

We recommend that bank reconciliations be performed on a monthly basis within thirty days of month end and that balances are agreed and reconciled to the general ledger. In addition, other general ledger accounts such as interfunds and control accounts should be reconciled on a monthly basis.

Views of Responsible Officials and Planned Corrective Actions

As of August, 2015, the Business Office was fully staffed and bank reconciliations are very close to being done in a timely manner, along with the other general ledger reconciliations.

Town of East Haven, Connecticut

Schedule of Findings and Questioned Costs
Year Ended June 30, 2015

III - State Financial Assistance Findings and Questioned Costs

Finding - Department of Social Services: Medicaid 11000-DSS60000-16020

2015-001 Annual Cost Report

Condition

Amounts reported in the cost report were not prepared in accordance with the cost report instructions for reporting the Form ED001.

Criteria

The State requires the cost report to be prepared using the amounts from the Form ED001.

Questioned Costs

Not determinable.

Context

The amounts reported for the cost report (June 30, 2013) costs totaled \$11,716,346. This amount was \$5,869,011 higher than the costs reported in the Form ED001 lines 404 through 411.

Effect

Incorrect amounts reported in the cost report will lead to incorrect reimbursements amounts.

Cause

The amounts in the general ledger were used to prepare the cost report vs. the Form ED001 amounts.

The amounts reported for the incorrect salary amounts were clerical errors.

Recommendation

We recommend the cost reports be prepared in accordance with the instructions and that an employee other than the preparer review the application for accuracy before submitting it to the State.

Views of Responsible Officials and Planned Corrective Actions

We agree and will ensure that all future cost reports are prepared using the final Form ED001 Schedule 4 numbers as required.

Independent Auditor's Report on Internal Control over
Financial Reporting and on Compliance and Other Matters
Based on an Audit of Financial Statements Performed in
Accordance with *Government Auditing Standards*

Board of Finance
Town of East Haven, Connecticut

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Town of East Haven, Connecticut, as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated December 29, 2015.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified a certain deficiency in internal control that we consider to be a material weakness.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described in the accompanying schedule of findings and questioned costs to be a material weakness (Finding 2008-001).

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The Town's Response to the Finding

The Town's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The Town's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Hartford, Connecticut
December 29, 2015

Independent Auditor's Report on Compliance for Each Major
State Program; Report on Internal Control over Compliance;
and Report on the Schedule of Expenditures of State
Financial Assistance Required by the State Single Audit Act

Board of Finance
Town of East Haven, Connecticut

Report on Compliance for Each Major State Program

We have audited the Town of East Haven, Connecticut's compliance with the types of compliance requirements described in the Office of Policy and Management's *Compliance Supplement* that could have a direct and material effect on each of the Town's major state programs for the year ended June 30, 2015. The Town's major state programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Town's major state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the State Single Audit Act (C.G.S. Sections 4-230 to 4-236). Those standards and the State Single Audit Act require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major state program occurred. An audit includes examining, on a test basis, evidence about the Town's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major state program. However, our audit does not provide a legal determination of the Town's compliance.

Basis for Qualified Opinion on the Medicaid Program

As described in the accompanying schedule of findings and questioned costs, the Town of East Haven, Connecticut, did not comply with requirements regarding Medicaid program allowable costs as described in Finding 2015-001. Compliance with such requirements is necessary, in our opinion, for the Town to comply with the requirements applicable to that program.

Qualified Opinion on the Medicaid Program

In our opinion, except for the noncompliance described in the Basis for Qualified Opinion paragraph, the Town complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its Medicaid Program for the year ended June 30, 2015.

Unmodified Opinion on Each of the Other Major State Programs

In our opinion, the Town complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its other major state programs identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs for the year ended June 30, 2015.

Report on Internal Control over Compliance

Management of the Town is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Town's internal control over compliance with the types of requirements that could have a direct and material effect on each major state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for each major state program and to test and report on internal control over compliance in accordance with the State Single Audit Act, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the State Single Audit Act. Accordingly, this report is not suitable for any other purpose.

Report on the Schedule of Expenditures of State Financial Assistance Required by the State Single Audit Act

We have audited the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Town of East Haven, Connecticut, as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements. We have issued our report thereon dated December 29, 2015, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The accompanying schedule of expenditures of state financial assistance is presented for purposes of additional analysis as required by the State Single Audit Act and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of state financial assistance is fairly stated in all material respects in relation to the basic financial statements as a whole.



Hartford, Connecticut
December 29, 2015

Exhibit E
Current Menus



We Purchase Locally & Offer Gluten Free Foods! If you have a food allergy please speak to the manager, chef, cook or server.

Monday

Tuesday

Wednesday

Thursday

Friday

1 Chicken Tenders with Baked Tater Tots and Whole Wheat Dinner Roll or Turkey & Cheese Sandwich with Cucumber Spears w/ Ranch Dip all with Cinnamon Applesauce or Strawberry Cup

2 Mozzarella Sticks with Steamed Green Beans and WW Dinner Roll or Turkey & Cheese Sandwich with Carrot Sticks w/ Ranch Dip all with Sliced Peaches Fresh Apple

3 Chicken Teriyaki over Brown Rice with Whole Wheat Dinner Roll and Broccoli or Turkey & Cheese Sandwich and Sweet Red Pepper Strips all with Pineapple Cup or Banana

4 Cheeseburger Pretzel Sandwich with Chickpea Salad or Turkey & Cheese Sandwich with Cucumber Coins all with Fresh Red Grapes or Fresh Orange

5 Cheese Pizza or Pepperoni Pizza with Spinach & Tomato Salad or Turkey & Cheese Sandwich with Carroteenles or Fresh Pear or Mixed Fruit

8 Baked Chicken Nuggets with Oven Baked Fries and WW Dinner Roll or Ham & Cheese Sandwich with Celery Sticks all with Cinnamon Applesauce and Fresh Orange

9 Waffles with Turkey Sausage and Hash Browns or Ham & Cheese Sandwich with Carrot Sticks w/ Ranch Dip all with Strawberry Cup or Fresh Apple

10 Cheesy Lasagna Roll-Ups with Garlic Bread and Steamed Broccoli or Ham & Cheese Sandwich with Sweet Red Pepper Strips all with Mixed Fruit Cup or Banana

11 Loaded Beef Nachos with Mild Salsa and Black Bean Salad or Ham & Cheese Sandwich with Cucumber Coins all with Pineapple Cup or Fresh Red Grapes

12 Cheese Pizza or Taco Pizza with Caesar Side Salad or Ham & Cheese Sandwich with Broccoli Tips w/ Ranch Dip all with Strawberry Cup or Mixed Fruit

15 Winter Recess

16 Winter Recess

17 Chicken Parm Sandwich with Carrots or Yogurt, Peaches & Trail Mix Parfait with Cucumber Spears w/ Ranch Dip all with Diced Pears or Banana

18 Chicken Corn Dog and Vegetarian Baked Beans or Yogurt, Peaches & Trail Mix Parfait with Carroteenles all with Pineapple Cup or Fresh Red Grapes

19 Cheese Pizza or Grilled Vegetable Pizza with Garden Salad or Yogurt, Peaches & Trail Mix Parfait with Broccoli Tips w/ Ranch Dip all with Fresh Orange or Mixed Fruit

22 Roasted Marinated Chicken with Baked Tater Tots or Caesar Chicken Wrap with Cucumber Spears w/ Ranch Dip all with Applesauce or Fresh Orange

23 Rainbow Grilled Cheese with Steamed Green Beans or Caesar Chicken Wrap with Celery Sticks all with Red Delicious Apple or Strawberry Cup

24 Popcorn Chicken Bowl with Mashed Potatoes and Corn or Caesar Chicken Wrap with Carroteenles all with Banana or Diced Pears

25 Cheeseburger and Vegetarian Baked Beans or Caesar Chicken Wrap with Broccoli Florets all with Pineapple Cup or Fresh Red Grapes

26 Cheese Pizza or BBQ Chicken Pizza with Romaine Salad w/ Tomato or Caesar Chicken Wrap with Carrot Sticks and Fresh Orange

29 Professional Development Day

29 Professional Development Day

Lunch Includes Skim Milk, 1% Milk, Fat Free or Low Fat Yogurt, or Low Fat Vegetables, Fruit

Lucky Tray Day

PRODUCE OF THE MONTH

Did you know that our menus are healthy, nutritious and flavorful, made from wholesome ingredients? We have very high ingredient standards and strict procedures in place to make sure of it! We also purchase locally when seasonally available. Check us out at [redacted] or scan our QR code to see all that we are doing at our school to keep your kids healthy!



- Choice A=Main-Entree
Choice B=Sandwich Special
Choice C= Salad Lunch, Chicken Caesar Salad, Romaine Lettuce, Chicken Breast w/ tomatoes cucumbers & dinner rolls (2)
Choice D=Bagel, (4 oz) Yogurt & Cheese Stick

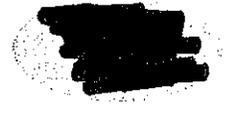
- Daily Breakfast Choices
Assorted Reduced Sugar Cereal, Belly Bears Graham Crackers
Assorted Muffin Choice
Whole Wheat Bagels & Lite Cream Cheese
Tuesday -Hot Breakfast Choice
Sausage Egg & Cheese Sandwich
Thursday-Hot Breakfast Choice
Egg and Cheese Sandwich

Consuming raw or under cooked meat, poultry, seafood, shellfish or eggs may increase your risk of food borne illness, especially if you have certain medical conditions. The USDA and this institution are both equal opportunity providers and employers.

 = Vegetarian

| | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|--|---|--|--|--|---|
|  | St. Louis BBQ Rib Sandwich* <i>boneless ribs in bbq sauce with cheddar and onion rings on a whole wheat roll</i> Sweet Potato Fries | Chicken Nugget & Mozzarella Stick Combo <i>everyone's two favorite foods on one plate! Crispy chicken nuggets and gooey mozzarella sticks served with dipping sauce</i> | Famous Chili Cheese Fries <i>golden baked potato wedges topped with chili and cheese</i> Tortilla Chips | Roasted Marinated Chicken <i>roasted chicken marinated in lemon, salt and pepper</i> Brown Rice Broccoli Florets Whole Wheat Dinner Roll | Pico & Cheese Nachos <i>crispy tortilla chips served with cheese</i> SUPER BOWL PARTY |
|  | Cuban Sandwich <i>grilled whole wheat panini bread with Pork loin and Swiss cheese</i> Baked Crinkle Fries | Philly Swiss Cheese Steak <i>grilled steak topped with sautéed onions and melted Swiss cheese, on a whole wheat kaiser roll</i> | Meatball Hero <i>beef and chicken meatballs on a whole wheat kaiser roll, topped with tomato sauce and melted mozzarella cheese</i> <i>Baked Crinkle Fries</i> | Ropa Joe Steak Sandwich <i>grilled steak, sautéed peppers and onions topped with American cheese on a whole wheat club roll</i> | Rainbow Grilled Cheese <i>melted american and mozzarella cheeses served in between two slices of grilled whole wheat bread</i> |

AVAILABLE DAILY: Hamburgers, Cheeseburgers, Chicken Patties, Turkey Burgers & Veggie Burgers

| | | | | | |
|--|---|--|---|---|--|
|  | Chicken Meatball Stromboli <i>whole grain pizza dough brushed with garlic and oil, rolled with low fat cheese, meatball slices and seasoning</i> | Hawaiian Pizza Slice <i>ham and pineapple chunks over a cheese pizza slice, made with a whole wheat crust</i> | Three Cheese Calzone <i>whole grain calzone with mozzarella, parmesan and ricotta cheese</i> | Broccoli Pizza <i>whole wheat pizza dough topped with fresh mozzarella cheese and broccoli florets</i> | BBQ Chicken Pizza <i>fresh whole grain pizza dough topped with BBQ sauce, mozzarella, cheddar, chicken strips, red onion and cilantro</i> |
|--|---|--|---|---|--|

AVAILABLE DAILY: Plain, Pepperoni & Vegetable Pizza by the slice, featuring whole grain pizza dough

AVAILABLE DAILY: Tossed Garden Salad, Chef Salad, Chicken Caesar Salad, Buffalo Chicken Salad, Fruit & Yogurt Parfait, Italian Combo, Turkey & Cheese, Ham & Cheese, & Tuna. All on Whole Wheat Bread served w/Lite Mayo & Mustard

Available Daily on our Salad Bar:

Mixed Leafy Greens, Tomatoes, Cucumbers, Carrots, Peppers,

Garbanzo Beans,

Corn Niblets, Pineapple Tidbits, Local Apples, Oranges and Bananas

Start The Day Off Right

Come Join Us for Breakfast

Served Daily In The Cafeteria at 7:45 AM

MEAL PRICE INCLUDES: PROTEIN CHOICE, FRESH VEGETABLE CHOICE, FRESH FRUIT CHOICE, BREAD CHOICE
AT LEAST 2 TYPES OF MILK AVAILABLE DAILY: 1% LOW FAT UNFLAVORED, FAT FREE FLAVORED, FAT FREE UNFLAVORED
AVAILABLE DAILY WITH SALAD LUNCH: PROTEIN CHOICE, WHOLE GRAIN ITEM, FRUIT CHOICE & MILK CHOICE

***Consuming raw or undercooked meat, poultry, seafood, shellfish or eggs may increase your risk of food borne illness, especially if you have certain medical conditions. If you have a food allergy, please speak to the Director or Lead Server. Menu is subject to change, notice posted when available. If you have any questions or would like additional information regarding this menu, please contact the food service director.

The USDA and this Institution are both equal opportunity providers and employers.

 = Vegetarian

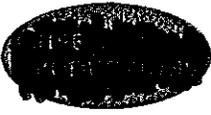
MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

| | | | | | |
|--|---|--|---|--|---|
|  | <p>Chicken Parmesan Wrap <i>traditional chicken parmesan with tomato sauce and melted mozzarella cheese, wrapped inside a whole wheat tortilla</i></p> | <p>Waffles <i>light and crisp whole grain waffles  </i> Turkey Sausage Links Hash Browns</p> | <p>Herb Pork Loin <i>rotisserie style herb encrusted pork loin </i> Whole Wheat Dinner Roll Oven Baked Fries</p> | <p>Oven Roasted Chicken <i>tender chicken baked to perfection</i> Brown Rice Whole Wheat Dinner Roll</p> | <p>General Tso's Popcorn Chicken <i>popcorn chicken tossed in a General Tso's sauce</i> Brown Rice Steamed Broccoli Whole Wheat Dinner Roll</p> |
|  | <p>Blackforest Turkey Ham & Muenster <i>juicy turkey ham served with muenster cheese on a sourdough roll </i> Baked Tater Tots</p> | <p>Meatball Parmesan Hero <i>chicken meatballs with tomato sauce and melted mozzarella cheese, served on a whole wheat club roll</i> <i>Baked Tater Tots</i></p> | <p>Grilled Cheese Sandwich <i>melted American cheese served on toasty whole wheat bread </i> Oven Baked Fries</p> | <p>Texas Rib Sandwich <i>boneless BBQ rib meat slathered in tangy barbecue sauce and served on a soft bun</i> Baked Tater Tots</p> | <p>Baked Tater Tots Cuban Melt <i>ham and mozzarella on a whole wheat club roll </i></p> |

AVAILABLE DAILY: Hamburgers, Cheeseburgers, Chicken Patties, Turkey Burgers & Veggie Burgers

| | | | | | |
|--|--|--|---|---|---|
|  | <p>Pepperoni & Cheese Stromboli <i>garlic toasted whole grain pizza crust filled with pepperoni, melted mozzarella cheese and marinara sauce </i></p> | <p>Pepper & Onion Pizza <i>fresh whole grain pizza dough topped with marinara sauce, mozzarella and sauteed peppers and onions </i></p> | <p>Pepperoni Calzone <i>whole grain calzone with pepperoni and ricotta cheese </i></p> | <p>Pizza Santa Margarita <i>whole wheat pizza crust topped with shredded mozzarella, plum tomatoes and tomato sauce </i></p> | <p>Chicken Meatball Stromboli <i>whole grain pizza dough brushed with garlic and oil, rolled with low fat cheese, meatball slices and seasoning</i></p> |
|--|--|--|---|---|---|

AVAILABLE DAILY: Plain, Pepperoni & Vegetable Pizza by the slice, featuring whole grain pizza dough

AVAILABLE DAILY: Tossed Garden Salad, Chef Salad, Chicken Caesar Salad, Buffalo Chicken Salad, Fruit & Yogurt Parfait, Italian Combo, Turkey & Cheese, Ham & Cheese, & Tuna. All on Whole Wheat Bread served w/Lite Mayo & Mustard

| | | | | | |
|--|--|--|--|--|--|
|  | <p>Available Daily on our Salad Bar:</p> <p>Mixed Leafy Greens, Tomatoes, Cucumbers, Carrots, Peppers,</p> <p>Garbanzo Beans,</p> <p>Corn Niblets, Pineapple Tidbits, Local Apples, Oranges and Bananas</p> | | | | |
|--|--|--|--|--|--|

Start The Day Off Right

Come Join Us for Breakfast

Served Daily In The Cafeteria at 7:45 AM

MEAL PRICE INCLUDES: PROTEIN CHOICE, FRESH VEGETABLE CHOICE, FRESH FRUIT CHOICE, BREAD CHOICE
AT LEAST 2 TYPES OF MILK AVAILABLE DAILY: 1% LOW FAT UNFLAVORED, FAT FREE FLAVORED, FAT FREE UNFLAVORED
AVAILABLE DAILY WITH SALAD LUNCH: PROTEIN CHOICE, WHOLE GRAIN ITEM, FRUIT CHOICE & MILK CHOICE

*****Consuming raw or undercooked meat, poultry, seafood, shellfish or eggs may increase your risk of food borne illness, especially if you have certain medical conditions. If you have a food allergy, please speak to the Director or Lead Server. Menu is subject to change, notice posted when available. If you have any questions or would like additional information regarding this menu, please contact the food service director.**

The USDA and this institution are both equal opportunity providers and employers.

 = Vegetarian

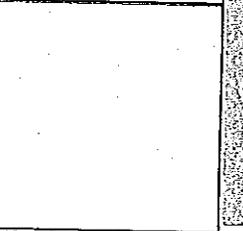
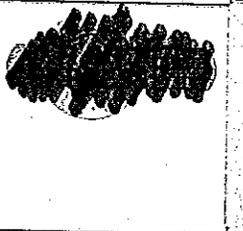
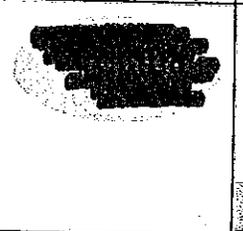
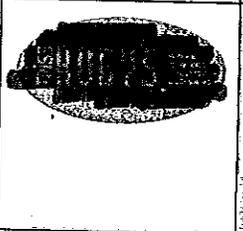
MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY



Pico & Cheese Nachos
crispy tortilla chips served with cheese sauce and fresh pico de gallo 
Steamed Green Beans

Cuban Sandwich
grilled whole wheat panini bread with Pork loin and Swiss cheese 

3 Cheese Stromboli
rolled pizza crust stuffed with mozzarella, parmesan and cheddar cheeses 

Chicken Teriyaki over Brown Rice
tender Teriyaki chicken served over steamed brown rice

Grilled Cheese & Ham
gooey grilled ham and cheese sandwich on toasty whole wheat bread 
Baked Tater Tots

Pepperoni Calzone
whole grain calzone with pepperoni and ricotta cheese 

Baked Potato Bar
 Mexican Style Chicken Cheese Sauce
Mexl Beef
Shredded Cheddar
Whole Wheat Dinner Roll

Grilled Cheese with Bacon
grilled American cheese with layers of crisp bacon on toasty whole wheat bread

Buffalo Chicken Pizza
whole wheat cheese pizza topped with buffalo chicken

AVAILABLE DAILY: Hamburgers, Cheeseburgers, Chicken Patties, Turkey Burgers & Veggie Burgers

AVAILABLE DAILY: Plain, Pepperoni & Cheese Pizza by the slice, featuring whole grain pizza dough

AVAILABLE DAILY: Tossed Garden Salad, Chef Salad, Chicken Caesar Salad, Buffalo Chicken Salad, Fruit & Yogurt Parfait, Italian Combo, Turkey & Cheese, Ham & Cheese, & Tuna. All on Whole Wheat Bread served w/ Lite Mayo & Mustard

Available Daily on our Salad Bar:

- Mixed Leafy Greens, Tomatoes, Cucumbers, Carrots, Peppers,
- Garbanzo Beans,
- Corn Niblets, Pineapple Tidbits, Local Apples, Oranges and Bananas.

Start The Day Off Right

Come Join Us for Breakfast

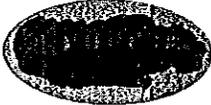
Served Daily In The Cafeteria at 7:45 AM

MEAL PRICE INCLUDES: PROTEIN CHOICE, FRESH VEGETABLE CHOICE, FRESH FRUIT CHOICE, BREAD CHOICE
AT LEAST 2 TYPES OF MILK AVAILABLE DAILY: 1% LOW FAT UNFLAVORED, FAT FREE FLAVORED, FAT FREE UNFLAVORED
AVAILABLE DAILY WITH SALAD LUNCH: PROTEIN CHOICE, WHOLE GRAIN ITEM, FRUIT CHOICE & MILK CHOICE

***Consuming raw or undercooked meat, poultry, seafood, shellfish or eggs may increase your risk of food borne illness, especially if you have certain medical conditions. If you have a food allergy, please speak to the Director or Lead Server. Menu is subject to change, notice posted when available. If you have any questions or would like additional information regarding this menu, please contact the food service director.

The USDA and this Institution are both equal opportunity providers and employers.

 = Vegetarian

| | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|---|--|--|--|---|--|
|  | Chicken Sauce & Toss popcorn chicken tossed in honey mustard sauce Whole Wheat Dinner Roll Oven Baked Fries | Pasta with Beef Meatballs* al dente pasta tossed with home made tomato sauce and beef meatballs Garlic Bread Steamed Green Beans | Mozzarella Sticks crispy mozzarella sticks filled with gooey cheese, perfect for dipping into our homemade tomato sauce  Broccoli Whole Wheat Dinner Roll | Chicken & Waffles whole grain chicken tenders over fluffy whole grain waffles Strawberry Cup | Texas Rib Sandwich boneless BBQ rib meat slathered in tangy barbecue sauce and served on a soft bun Baked Tater Tots Oven Baked Fries |
|  | French Patty Melt grilled beef burger topped with onions on a whole wheat bun with lettuce and tomatoes Baked Tater Tots | Philly Cheese Steak Sandwich thinly sliced steak with sauteed peppers and onions and melted mozzarella on a whole wheat kaiser roll | Cactus Jack Wrap grilled chicken breast drizzled with hot sauce, with lettuce and tomato on a whole wheat wrap | Buffalo Chicken Wrap buffalo chicken with lettuce and tomatoes wrapped inside a whole wheat tortilla | Cuban Melt ham and mozzarella on a whole wheat club roll  |
| AVAILABLE DAILY: Hamburgers, Cheeseburgers, Chicken Patties, Turkey Burgers & Veggie Burgers | | | | | |
|  | Broccoli Cheddar Pizza fresh whole grain pizza dough topped with marinara sauce, mozzarella, cheddar cheese and broccoli | Meatball Calzone garlic toasted whole grain calzone filled with meatballs, ricotta and melted cheeses | Grandma Slice whole wheat pizza dough topped with grated parmesan cheese, shredded mozzarella and tomato sauce | Margherita Pizza whole wheat pizza dough topped with tomato sauce, mozzarella, fresh tomatoes and basil  | Pepperoni & Cheese Stromboli garlic toasted whole grain pizza crust filled with pepperoni, melted mozzarella cheese and marinara sauce  |
| AVAILABLE DAILY: Plain, Pepperoni & Vegetable Pizza by the slice, featuring whole grain pizza dough | | | | | |
|  | AVAILABLE DAILY: Tossed Garden Salad, Chef Salad, Chicken Caesar Salad, Buffalo Chicken Salad, Fruit & Yogurt Parfait, Italian Combo, Turkey & Cheese, Ham & Cheese, & Tuna. All on Whole Wheat Bread served w/ Mustard & Lite Mayo | | | | |
|  | Available Daily on our Salad Bar: Mixed Leafy Greens, Tomatoes, Cucumbers, Carrots, Peppers, Garbanzo Beans, Corn Niblets, Pineapple Tidbits, Local Apples, Oranges and Bananas | | | | |

Start The Day Off Right

Come Join Us for Breakfast

Served Daily In The Cafeteria at 7:45 AM

**MEAL PRICE INCLUDES: PROTEIN CHOICE, FRESH VEGETABLE CHOICE, FRESH FRUIT CHOICE, BREAD CHOICE
 AT LEAST 2 TYPES OF MILK AVAILABLE DAILY: 1% LOW FAT UNFLAVORED, FAT FREE FLAVORED, FAT FREE UNFLAVORED
 AVAILABLE DAILY WITH SALAD LUNCH: PROTEIN CHOICE, WHOLE GRAIN ITEM, FRUIT CHOICE & MILK CHOICE**

***Consuming raw or undercooked meat, poultry, seafood, shellfish or eggs may increase your risk of food borne illness, especially if you have certain medical conditions. If you have a food allergy, please speak to the Director or Lead Server. Menu is subject to change, notice posted when available. If you have any questions or would like additional information regarding this menu, please contact the food service director.

The USDA and this institution are both equal opportunity providers and employers.

 = Vegetarian

| | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|---|--|--|--|---|---|
|  | General Tso's Chicken <i>crispy chicken with broccoli in General Tso's sauce</i> Whole Wheat Dinner Roll Brown Rice Steamed Broccoli | Meatball Parmesan Hero <i>chicken and beef meatballs on a whole wheat club roll, topped with tomato sauce and melted mozzarella cheese</i> Garden Salad | Baked Potato Bar  Broccoli Cheese Sauce Mexi Beef | Roasted Marinated Chicken <i>roasted chicken marinated in lemon, salt and pepper</i> Steamed Carrots Brown Rice Whole Wheat Dinner Roll | Chicken Wings <i>bbq, buffalo and honey combo style chicken wings served with celery and blue cheese</i> Oven Baked Fries SUPER BOWL PARTY |
|  | Grilled Cheese Sandwich <i>melty American cheese sandwiched between two slices of grilled whole wheat bread</i> | Cactus Jack Wrap <i>grilled chicken breast drizzled with hot sauce, with lettuce and tomato on a whole wheat wrap</i> | Cuban Melt <i>ham and mozzarella on a whole wheat club roll</i>  | French Patty Melt <i>grilled beef burger topped with onions on a whole wheat bun with lettuce and tomatoes</i> | Philly Style Sliders <i>with beef, sautéed onions and cheese on mini hamburger buns</i> |
| AVAILABLE DAILY: Turkey Burgers, Veggie Burgers, Chicken Sandwich, Grilled Cheese, & Hamburgers | | | | | |
|  | Fiesta Taco Salad <i>fiesta style beef, lettuce and tomatoes served on a whole wheat tortilla bowl</i> | Beefy Burrito <i>fiesta style beef with sour cream, refried beans, rice, cheddar, lettuce and salsa wrapped in a tortilla</i> | Chicken Fajita <i>fajita seasoned breaded chicken breast, sauteed onions and peppers, cheddar, lettuce, tomato and salsa in a</i> | Chicken & Ranch Quesadilla <i>fiesta chicken, mozzarella and ranch dressing melted into a whole wheat wrap</i> | Loaded Beef Nachos <i>crispy tortilla chips with Mexi beef, cheese sauce, sour cream and pico de gallo</i> |
| AVAILABLE DAILY: Nachos, Tacos, WW Tortillas: Choice of Mexi Beef, Mexi Chicken or Roasted Veggies: Toppings include Mexi rice, Cheese Sauce, Shredded Chse, Shredded Lettuce, Sour Cream, Jalapenos, Salsa, Fresh Pico De Gallo | | | | | |
|  | Broccoli Pizza <i>whole wheat pizza dough topped with fresh mozzarella cheese and broccoli florets</i>  | Pepperoni Calzone <i>whole grain calzone with pepperoni and ricotta cheese</i>  | Margherita Pizza <i>whole wheat pizza dough topped with tomato sauce, mozzarella, fresh tomatoes and basil</i>  | Meatball Pizza <i>whole wheat cheese pizza topped with meatball crumbles</i> | Buffalo Chicken Stromboli <i>zesty buffalo chicken with mozzarella cheese and pizza sauce wrapped in garlic pizza dough</i> |
| AVAILABLE DAILY: Freshly Baked Cheese, Pepperoni & Veggie Pizza featuring Whole Grain Pizza Dough | | | | | |
|  | Chicken Salad Wrap <i>chicken salad with juicy fresh tomato and crisp lettuce in a whole wheat wrap</i> Lettuce & Tomato | BBQ Turkey Wrap <i>turkey breast, bbq sauce, lettuce and tomato on a whole wheat wrap</i> | American Hero Sandwich <i>turkey, ham, mozzarella cheese, lettuce and tomatoes on a club roll</i>  | Tuna & American Cheese Wrap <i>tuna salad with American cheese, lettuce and tomato on a whole wheat wrap</i> | Classic Harvest Wrap <i>ham, mozzarella cheese, tossed greens and tomatoes wrapped in a white whole wheat wrap</i>  |
| AVAILABLE DAILY: Featuring Boar's Head Turkey, Ham, Buffalo Chicken, American, Provolone and Swiss Cheese, Chicken Salad, Tuna Salad, Buffalo Chicken Wraps, Whole Wheat and Whole Grain Breads, Assorted Toppings | | | | | |
|  | Chef Salad Plate with 2 Dinner Rolls <i>turkey breast, ham, American and mozzarella cheese, hard eggs, cucumbers, tomatoes on a bed of</i> | Garden Salad with Cheese & Roll <i>tossed greens with tomatoes, cucumbers, carrots, mozzarella and a dinner roll</i>  | Chicken Caesar Salad <i>crispy chicken breast atop romaine lettuce topped with Caesar dressing</i> | Buffalo Chicken Salad with Dinner Roll <i>spicy chicken on a bed of romaine lettuce with cucumbers, carrots and tomatoes, served with</i> | Egg Salad Plate with 2 Dinner Rolls* <i>on a bed of lettuce with carrots, cucumbers and tomatoes served with two dinner rolls</i>  |
| AVAILABLE DAILY: Fresh from the Garden composed salads w/ choice of All Natural Dressing & whole grain roll | | | | | |
|  | Corn Baby Carrots Orange | Black Bean Salad Caesar Side Salad Peach Cup Carrot Sticks | Garden Salad Fresh Apple Carrot Sticks Peach Cup | Garden Salad Diced Pears Orange Lettuce & Tomato | Lettuce & Tomato Broccoli Florets Fresh Apple Fresh Orange |

MADE FRESH DAILY: 16 oz Smoothies served with a Baked Pretzel and Two Cheese Sticks.

Milk Choice and Vegetable Choice

MEAL PRICE INCLUDES: PROTEIN CHOICE, FRESH VEGETABLE CHOICE, FRESH FRUIT CHOICE, BREAD CHOICE AT LEAST 2 TYPES OF MILK AVAILABLE DAILY: 1% LOW FAT UNFLAVORED, FAT FREE FLAVORED, FAT FREE UNFLAVORED AVAILABLE DAILY WITH SALAD LUNCH: PROTEIN CHOICE, WHOLE GRAIN ITEM, FRUIT CHOICE & MILK CHOICE

***Consuming raw or undercooked meat, poultry, seafood, shellfish or eggs may increase your risk of food borne illness, especially if you have certain medical conditions. If you have a food allergy, please speak to the Director or Lead Server. Menu is subject to change, notice posted when available. If you have any questions or would like additional information regarding this menu, please contact the food service director.

The USDA and this institution are both equal opportunity providers and employers.

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

| | | | | | |
|--|---|--|--|--|--|
|  | Mozzarella Sticks & Marinara Sauce <i>crispy breaded mozzarella sticks with a homemade tomato sauce for dunking</i> ♻️ Whole Wheat Dinner Roll Steamed Green Beans | Chicken Teriyaki over Brown Rice <i>tender Teriyaki chicken served over steamed brown rice</i> Broccoli | Waffle Bar ♻️ <i>Pork Sausage Patty</i> Hash Browns Strawberries | Jamaican Jerk Chicken <i>baked chicken sauteed in jerk seasoning</i> Brown Rice Whole Wheat Dinner Roll Corn | Pasta, Pasta, Pasta <i>pasta with the sauce of your choice: Alfredo, marinara or bolognese</i> ♻️ Cheesy Garlic Bread |
|  | Bavarian Melt <i>ham, American cheese and roasted peppers, toasted on whole wheat bread</i> ♻️ | Chicken Parm Sandwich <i>lightly breaded chicken breast patty topped with melted mozzarella and tomato sauce on a toasted whole grain bun</i> | Chicago Style Hot Dog <i>all beef, skinless hot dog in a whole wheat bun, topped with mustard, pickle chips, onions, tomatoes, tomatoes and jalapeno.</i> | Grilled Cheese Sandwich <i>melted American cheese served on toasty whole wheat bread</i> ♻️ | Chicken Club Sandwich <i>grilled chicken, crispy bacon strips, lettuce and tomato on a Kaiser roll</i> ♻️ |
| AVAILABLE DAILY: Turkey Burgers, Veggie Burgers, Chicken Sandwich, Grilled Cheese, & Hamburgers | | | | | |
|  | Chicken Burrito <i>fiesta chicken with black beans, rice, cheddar and lettuce, wrapped in a tortilla</i> | Chicken Soft Taco <i>soft tortilla filled with mexi chicken, lettuce, cheddar and pico de gallo.</i> | Chicken Fajita <i>fajita seasoned breaded chicken breast, sauteed onions and peppers, cheddar, lettuce, tomato and salsa in a</i> | Nachos & Cheese <i>served with pico de gallo</i> ♻️ | Veggie Quesadilla <i>sauteed onions, peppers and mushrooms with melted cheddar cheese in a whole wheat</i> |
| AVAILABLE DAILY: Nachos, Tacos, WW Tortillas: Choice of Mexi Beef, Mexi Chicken or Roasted Veggies: Toppings: Include Mexi rice, Cheese Sauce, Shredded Chse, Shredded Lettuce, Sour Cream, Jalapenos, Salsa, Fresh Pico De Gallo | | | | | |
|  | Pepperoni & Cheese Stromboli <i>garlic toasted whole grain pizza crust filled with pepperoni, melted mozzarella cheese and marinara sauce</i> ♻️ | Chicken & Spinach Calzone <i>garlic toasted pizza crust filled with chicken, spinach, ricotta and melted cheeses</i> | Pizza Santa Margarita <i>whole wheat pizza crust topped with shredded mozzarella, plum tomatoes and tomato sauce</i> ♻️ | Broccoli Cheddar Pizza <i>fresh whole grain pizza dough topped with marinara sauce, mozzarella, cheddar cheese and broccoli</i> | Spinach Bianco Pizza <i>fresh whole grain dough brushed with garlic and oil, topped with low fat mozzarella, fresh basil and spinach,</i> |
| AVAILABLE DAILY: Freshly Baked Cheese, Pepperoni & Veggie Pizza featuring Whole Grain Pizza Dough | | | | | |
|  | Buffalo Chicken Wrap <i>buffalo chicken tenders stuffed inside a whole wheat wrap with lettuce and tomatoes</i> | Buffalo Style Baked Chicken Tenders <i>crispy chicken tenders perfect for dunking in our buffalo sauce and</i> | Chicken Salad Wrap <i>chicken salad with juicy fresh tomato and crisp lettuce in a whole wheat wrap</i> | Egg Salad Wrap <i>freshly made egg salad with lettuce and tomato in a whole wheat wrap</i> ♻️ | Tuna & American Cheese Wrap <i>tuna salad with American cheese, lettuce and tomato on a whole wheat wrap</i> |
| AVAILABLE DAILY: Featuring Boar's Head Turkey, Ham, Buffalo Chicken, American, Provolone and Swiss Cheese; Chicken Salad, Tuna Salad, Buffalo Chicken Wraps; Whole Wheat and Whole Grain Breads; Assorted Toppings | | | | | |
|  | Chef Salad Plate with 2 Dinner Rolls <i>turkey breast, ham, American and mozzarella cheese, hard eggs, cucumbers, tomatoes on a bed of</i> | Buffalo Chicken Salad with Dinner Roll <i>spicy chicken on a bed of romaine lettuce with cucumbers, carrots and tomatoes, served with</i> | Tuna Salad Plate with Dinner Roll <i>tuna served on a bed of lettuce with carrots, cucumbers, tomatoes and a dinner roll</i> ♻️ | Chicken Caesar Salad <i>crispy chicken breast atop romaine lettuce topped with Caesar dressing</i> | Egg Salad Plate with 2 Dinner Rolls* <i>on a bed of lettuce with carrots, cucumbers and tomatoes served with two dinner rolls</i> ♻️ |
| AVAILABLE DAILY: Fresh from the Garden composed salads w/ choice of All Natural Dressing & whole grain roll | | | | | |
|  | Baby Carrots Fresh Apple Fresh Fruit Cup Lettuce & Tomato | Black Bean Salad Fresh Apple Fresh Orange Lettuce & Tomato | Fresh Apple Fresh Orange Lettuce & Tomato Baby Carrots & Celery | Fresh Apple Fresh Orange Garden Salad Baby Carrots | Garden Salad Fresh Apple Lettuce & Tomato Celery Sticks Pineapple Cup |
| MADE FRESH DAILY: 16 oz Smoothies served with a Baked Pretzel and Two Cheese Sticks. | | | | | |
| Milk Choice and Vegetable Choice | | | | | |

MEAL PRICE INCLUDES: PROTEIN CHOICE, FRESH VEGETABLE CHOICE, FRESH FRUIT CHOICE, BREAD CHOICE
AT LEAST 2 TYPES OF MILK AVAILABLE DAILY: 1% LOW FAT UNFLAVORED, FAT FREE FLAVORED, FAT FREE UNFLAVORED
AVAILABLE DAILY WITH SALAD LUNCH: PROTEIN CHOICE, WHOLE GRAIN ITEM, FRUIT CHOICE & MILK CHOICE

***Consuming raw or undercooked meat, poultry, seafood, shellfish or eggs may increase your risk of food borne illness, especially if you have certain medical conditions. ♻️ If you have a food allergy, please speak to the Director or Lead Server. Menu is subject to change, notice posted when available. If you have any questions or would like additional information regarding this menu, please contact the food service director.

The USDA and this institution are both equal opportunity providers and employers.

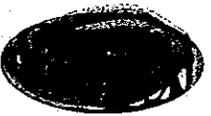
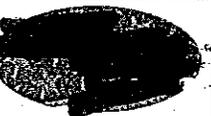
MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

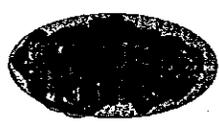
| | | | | | |
|--|---------------|---------------|--|--|--|
|  | Winter Recess | Winter Recess | Pasta Fagioli Open Faced Griller grilled cheese with French bread, margarine, brle, tomato ☺ | Rotisserie Chicken tender, slowly roasted chicken Corn Whole Wheat Dinner Roll Brown Rice | Pepper Jack Mac and Cheese tender pasta in a sply and creamy cheese sauce Steamed Green Beans |
|  | | | Cactus Jack Wrap grilled chicken breast drizzled with hot sauce, with lettuce and tomato on a whole wheat wrap | Austin Steak Twister Wrap grilled steak with BBQ sauce, sautéed onions and peppers on a whole wheat tortilla wrap | Grilled Cheese & Ham gooey grilled ham and cheese sandwich on toasty whole wheat bread ☺ |
| AVAILABLE DAILY: Turkey Burgers, Veggie Burgers, Chicken Sandwich, Grilled Cheese, & Hamburgers | | | | | |
|  | | | Chicken Fajita fajita seasoned breaded chicken breast, sauteed onions and peppers, cheddar, lettuce, tomato and salsa in a | Cheddar Quesadilla melted cheddar cheese inside a grilled folded tortilla with pico de gallo ☺ | Fiesta Taco Salad a crunchy tortilla bowl filled with Mexi beef, cucumber, tomato, lettuce, cheddar and pico de gallo |
| AVAILABLE DAILY: Nachos, Tacos, WW Tortillas, Choice of Mexi Beef, Mexi Chicken or Roasted Veggies; Toppings include Mexi rice, Cheese Sauce, Shredded Lettuce, Sour Cream, Jalapenos, Salsa, Fresh Pico De Gallo | | | | | |
|  | | | Artichoke & Bacon Pizza pizza with artichoke hearts, bacon and mozzarella ☺ | Grandma Slice whole wheat pizza dough topped with grated parmesan cheese, shredded mozzarella and tomato sauce | Chicken & Cheese Stromboli garlic toasted wh. pizza crust filled with chicken, ricotta and melted cheeses |
| AVAILABLE DAILY: Freshly Baked Cheese, Pepperoni & Veggie Pizza featuring Whole Grain Pizza Dough | | | | | |
|  | | | Classic Harvest Wrap ham, mozzarella cheese, tossed greens and tomatoes wrapped in a white whole wheat | Egg Salad Wrap freshly made egg salad with lettuce and tomato in a whole wheat wrap ☺ | Chicken Salad Wrap chicken salad with juicy fresh tomato and crisp lettuce in a whole wheat wrap |
| AVAILABLE DAILY: Featuring Boar's Head Turkey, Ham, Buffalo Chicken, American, Provolone and Swiss Cheese, Chicken Salad, Tuna Salad, Buffalo Chicken Wraps, Whole Wheat and Whole Grain Breads, Assorted Toppings | | | | | |
|  | | | Chef Salad Plate with 2 Dinner Rolls turkey breast, ham, American and mozzarella cheese, hard eggs, cucumbers, tomatoes on a bed of lettuce ☺ | Buffalo Chicken Salad with Dinner Roll spicy chicken on a bed of romaine lettuce with cucumbers, carrots and tomatoes, served with | Tuna Salad Plate with Dinner Roll tuna served on a bed of lettuce with carrots, cucumbers, tomatoes and a dinner roll ☺ |
| AVAILABLE DAILY: Fresh from the Garden composed salads w/ choice of All Natural Dressing & whole grain roll | | | | | |
|  | | | Lettuce & Tomato Fresh Orange Fresh Fruit Cup Baby Carrots | Garden Salad Fresh Orange Baby Carrots Mixed Fruit | Fresh Apple Garden Salad Spinach & Tomato Salad |
| MADE FRESH DAILY: 16 oz Smoothies served with a Baked Pretzel and Two Cheese Sticks. | | | | | |
| Milk Choice and Vegetable Choice | | | | | |

MEAL PRICE INCLUDES: PROTEIN CHOICE, FRESH VEGETABLE CHOICE, FRESH FRUIT CHOICE, BREAD CHOICE
AT LEAST 2 TYPES OF MILK AVAILABLE DAILY: 1% LOW FAT UNFLAVORED, FAT FREE FLAVORED, FAT FREE UNFLAVORED
AVAILABLE DAILY WITH SALAD LUNCH: PROTEIN CHOICE, WHOLE GRAIN ITEM, FRUIT CHOICE & MILK CHOICE

***Consuming raw or undercooked meat, poultry, seafood, shellfish or eggs may increase your risk of food borne illness, especially if you have certain medical conditions. If you have a food allergy, please speak to the Director or Lead Server. Menu is subject to change, notice posted when available. If you have any questions or would like additional information regarding this menu, please contact the food service director.

The USDA and this institution are both equal opportunity providers and employers.

 = Vegetarian

| | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|---|--|---|---|--|---|
|  | Waffles with Turkey Sausage <i>light and crisp whole grain waffles served with a sausage patty Hash Browns</i> | Popcorn Chicken Bowl <i>a mashed potato bowl, layered with popcorn chicken, corn and gravy, served with a dinner roll</i> | Herb Pork Loin <i>rotisserie style herb encrusted pork loin  Golden Baked Potato Wedges</i> | BBQ Rotisserie Chicken <i>tender rotisserie chicken marinated in bbq sauce Sweet Potato Fries Vegetarian Baked Beans Whole Wheat Dinner</i> | Chicken Parmesan Over Pasta <i>traditional chicken parmesan topped with pomodoro sauce and melted mozzarella cheese, served over a bed of pasta Baked Tater Tots</i> |
|  | Grilled Cheese Sandwich <i>melted American cheese served on toasty whole wheat bread  Oven Baked Fries</i> | St. Louis BBQ Rib Sandwich* <i>boneless ribs in bbq sauce with cheddar and onion rings on a whole wheat roll Romaine Salad w/</i> | Eggplant Parm Hero <i>breaded eggplant with sauce and melted mozzarella on a club roll </i> | Cuban Sandwich <i>grilled whole wheat panini bread with Pork loin and Swiss cheese </i> | Cheddar Philly Cheesesteak <i>grilled steak strips with cheddar cheese, red chill sauce and cilantro on a club roll</i> |
| AVAILABLE DAILY: Turkey Burgers, Veggie Burgers, Chicken Sandwich, Grilled Cheese, & Hamburgers | | | | | |
|  | Cheddar Quesadilla <i>melted cheddar cheese inside a grilled folded tortilla with pico de gallo </i> | Crispy Chicken Taco <i>fiesta style chicken wrapped in a crispy</i> | Pico & Cheese Nachos <i>crispy tortilla chips served with cheese</i> | Beef Burrito <i>fiesta beef with shredded cheddar and tossed greens wrapped inside a whole wheat</i> | Chicken & Cheese Quesadilla <i>fiesta style chicken with melted American</i> |
| AVAILABLE DAILY: Nachos, Tacos, WW Tortillas, Choice of Mexi Toppings Include Mexi rice, Cheese Sauce, Shredded Chse, Shredded Lettuce, Sour Cream, Jalapenos, Salsa, Fresh Pico De Gallo | | | | | |
|  | Pepperoni & Cheese Stromboli <i>garlic toasted whole grain pizza crust filled with pepperoni, melted mozzarella cheese and marinara sauce </i> | BBQ Chicken Pizza <i>fresh whole grain pizza dough topped with BBQ sauce, mozzarella, cheddar, chicken strips, red onion and cilantro</i> | Three Cheese Calzone <i>whole grain calzone with mozzarella, parmesan and ricotta cheese </i> | Grilled Margherita Pizza <i>grilled pizza topped with fresh tomato, mozzarella cheese and chopped basil </i> | Artichoke & Bacon Pizza <i>pizza with artichoke hearts, bacon and mozzarella </i> |
| AVAILABLE DAILY: Freshly Baked Cheese, Pepperoni & Veggie Pizza featuring Whole Grain Pizza Dough | | | | | |
|  | Buffalo Chicken Wrap <i>buffalo chicken tenders stuffed inside a whole wheat wrap with lettuce and tomatoes</i> | Harvest Classic Sandwich <i>ham and mozzarella cheese with lettuce and tomato on a club roll </i> | Tuna & American Cheese Wrap <i>tuna salad with American cheese, lettuce and tomato on a whole wheat wrap</i> | Turkey & Cheese Pretzel Sandwich <i>roasted turkey breast and American cheese, served on a whole grain pretzel bun</i> | Buffalo Chicken Wrap <i>buffalo chicken tenders stuffed inside a whole wheat wrap with lettuce and tomatoes</i> |
| AVAILABLE DAILY: Featuring Boar's Head Turkey, Ham, Buffalo Chicken, American, Provolone and Swiss Cheese, Chicken Salad, Tuna Salad, Buffalo Chicken Wraps, Whole Wheat and Whole Grain Breads, Assorted Toppings | | | | | |
|  | Chicken Caesar Salad <i>crispy chicken breast atop romaine lettuce topped with Caesar dressing</i> | Chicken Salad Platter with Dinner Roll <i>fresh chicken salad on a bed of lettuce with cucumbers, carrots, tomatoes and cheese</i> | Chef Salad with 2 Dinner Rolls <i>tossed greens with turkey breast, turkey ham, hard boiled eggs, mozzarella and American cheeses</i> | Egg Salad Plate with 2 Dinner Rolls* <i>on a bed of lettuce with carrots, cucumbers and tomatoes served with two dinner rolls </i> | Tuna Salad Plate with Dinner Roll <i>tuna served on a bed of lettuce with carrots, cucumbers, tomatoes and a dinner roll </i> |
| AVAILABLE DAILY: Fresh from the Garden composed salads w/ choice of All Natural Dressing & whole grain roll | | | | | |
|  | Tomato Salad Fresh Apple Fresh Fruit Cup Diced Pears | Fresh Apple Garden Salad Peach Cup Lettuce & Tomato | Garden Salad Banana Fresh Orange | Fresh Apple Lettuce & Tomato Fresh Orange Peach Cup | Fresh Apple Carrot Sticks Lettuce & Tomato Peach Cup |
| MADE FRESH DAILY: 16 oz Smoothies served with a Baked Pretzel and Two Cheese Sticks. | | | | | |
| Milk Choice and Vegetable Choice | | | | | |

MEAL PRICE INCLUDES: PROTEIN CHOICE, FRESH VEGETABLE CHOICE, FRESH FRUIT CHOICE, BREAD CHOICE AT LEAST 2 TYPES OF MILK AVAILABLE DAILY: 1% LOW FAT UNFLAVORED, FAT FREE FLAVORED, FAT FREE UNFLAVORED AVAILABLE DAILY WITH SALAD LUNCH: PROTEIN CHOICE, WHOLE GRAIN ITEM, FRUIT CHOICE & MILK CHOICE

*****Consuming raw or undercooked meat, poultry, seafood, shellfish or eggs may increase your risk of food borne illness, especially if you have certain medical conditions. If you have a food allergy, please speak to the Director or Lead Server. Menu is subject to change, notice posted when available. If you have any questions or would like additional information regarding this menu, please contact the food service director.**

The USDA and this institution are both equal opportunity providers and employers.

Exhibit F
2015-16 and
2016-17 School Calendar



EAST HAVEN PUBLIC SCHOOLS CALENDAR 2015-2016



| August 2015 (3) | | | | | | |
|-----------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 2015 (21) | | | | | | |
|---------------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 2015 (21) | | | | | | |
|-------------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 2015 (17) | | | | | | |
|--------------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 2015 (17) | | | | | | |
|--------------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 | | |

| January 2016 (19) | | | | | | |
|-------------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 2016 (18) | | | | | | |
|--------------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 | | | | | |

| March 2016 (22) | | | | | | |
|-----------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 2016 (16) | | | | | | |
|-----------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 2016 (21) | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 | | | | |

| June 2016 (5) | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 | | |

- PD – No School for Students []
- PD – Early Dismissal for Students Only []
- Early Dismissal for Students & Staff []
- Holiday – No School []
- First/Last Day of School []

- Aug. 24, 2015 Superintendent's Day Convocation
- Aug. 25, 2015 Professional Development Day (District)
- Aug. 26, 2015 Professional Development Day (School)
- Aug. 27, 2015 Opening Day
- Sept. 7, 2015 Labor Day
- Sept. 28, 2015 Professional Development Day – Early Dismissal
- Oct. 12, 2015 Columbus Day
- Oct. 26, 2015 Professional Development Day – Early Dismissal
- Oct. 30, 2015 Grades 6-8 and 9-12 Marking Period Ends
- Nov. 3, 2015 Election Day – Professional Development Day
- Nov. 11, 2015 Veteran's Day
- Nov. 12, 2015 Early Dismissal 9-12 – Parent Conferences
- Nov. 25, 2015 Early Dismissal Staff & Students
- Nov. 25, 2015 Grades K-5 Marking Period Ends
- Nov. 26 & 27, 2015 Thanksgiving Recess
- Dec. 2 & 3, 2015 Early Dismissal 6-8 - Parent Conferences
- Dec. 8 & 9, 2015 Early Dismissal K-5 - Parent Conferences
- Dec. 23, 2015 Early Dismissal Staff & Students

- Dec. 24, 2015- Jan. 1, 2016 Holiday Recess
- Jan. 18, 2016 Martin Luther King Day
- Jan. 19, 2016 Grades 6-8 and 9-12 Marking Period Ends
- Jan. 25, 2016 Professional Development – Early Dismissal
- Feb. 15 & 16, 2016 Winter Recess
- Feb. 29, 2016 Professional Development Day
- March 2 & 3, 2016 Early Dismissal 6-8 – Parent Conferences
- March 7, 2016 Grades K-5 Marking Period Ends
- March 16 & 17, 2016 Early Dismissal K-5 – Parent Conferences
- March 25, 2016 Good Friday
- March 28, 2016 Professional Development – Early Dismissal
- March 28, 2016 Grades 6-8 and 9-12 Marking Period Ends
- April 7, 2016 Early Dismissal 9-12 – Parent Conferences
- April 18-22, 2016 Spring Recess
- May 23, 2016 Professional Development – Early Dismissal
- May 30, 2016 Memorial Day
- June 3, 2016 Professional Development Day
- June 8, 2016 Closing Day*

- Dec. 24, 2015- Jan. 1, 2016 Holiday Recess
- Jan. 18, 2016 Martin Luther King Day
- Jan. 19, 2016 Grades 6-8 and 9-12 Marking Period Ends
- Jan. 25, 2016 Professional Development – Early Dismissal
- Feb. 15 & 16, 2016 Winter Recess
- Feb. 29, 2016 Professional Development Day
- March 2 & 3, 2016 Early Dismissal 6-8 – Parent Conferences
- March 7, 2016 Grades K-5 Marking Period Ends
- March 16 & 17, 2016 Early Dismissal K-5 – Parent Conferences
- March 25, 2016 Good Friday
- March 28, 2016 Professional Development – Early Dismissal
- March 28, 2016 Grades 6-8 and 9-12 Marking Period Ends
- April 7, 2016 Early Dismissal 9-12 – Parent Conferences
- April 18-22, 2016 Spring Recess
- May 23, 2016 Professional Development – Early Dismissal
- May 30, 2016 Memorial Day
- June 3, 2016 Professional Development Day
- June 8, 2016 Closing Day*

*Closing day is contingent on inclement weather. Any snow dates will be updated on calendar on district website and district APP in red (www.east-haven.k12.ct.us)



EAST HAVEN PUBLIC SCHOOLS CALENDAR 2016-2017



| August 2016 (3) | | | | | | |
|-----------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| 31 | 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 2016 (21) | | | | | | |
|---------------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 2016 (20) | | | | | | |
|-------------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 2016 (18) | | | | | | |
|--------------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 2016 (17) | | | | | | |
|--------------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 |

| January 2017 (20) | | | | | | |
|-------------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 2017 (17) | | | | | | |
|--------------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 2017 (23) | | | | | | |
|-----------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 | 1 |

| April 2017 (15) | | | | | | |
|-----------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| 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 2017 (21) | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 | | | |

| June 2017 (5) | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | 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 | |

- PD – No School for Students
- PD – Early Dismissal for Students Only
- Parent Conferences – Early Dismissal For Students Only – see schedule below
- Early Dismissal for Students & Staff
- Holiday – No School
- First/Last Day of School

Aug. 24, 2016 Superintendent's Day Convocation
 Aug. 25, 2016 Professional Development Day (District)
 Aug. 26, 2016 Professional Development Day (School)
 Aug. 29, 2016 Opening Day
 Sept. 5, 2016 Labor Day
 Sept. 28, 2016 Professional Development (Supt.) – Early Dismissal
 Oct. 10, 2016 Columbus Day
 Oct. 26, 2016 Professional Development Day – Early Dismissal
 Nov. 1, 2016 Grades 6-8 Marking Period Ends
 Nov. 2, 2016 Grades 9-12 Marking Period Ends
 Nov. 8, 2016 Election Day – Professional Development Day
 Nov. 11, 2016 Veteran's Day
 Nov. 15 & 16 2016 Early Dismissal 6-8 – Parent Conferences
 Nov. 17, 2016 Early Dismissal 9-12 – Parent Conferences
 Nov. 23, 2016 Early Dismissal Staff & Students
 Nov. 23, 2016 Grades K-5 Marking Period Ends
 Nov. 24 & 25, 2016 Thanksgiving Recess
 Dec. 7 & 8, 2016 Early Dismissal K-5 – Parent Conferences
 Dec. 23, 2016 Early Dismissal Staff & Students
 Dec. 26, 2016-Jan. 2, 2017 Holiday Recess
 Jan. 16, 2017 Martin Luther King Day

Jan. 18, 2017
 Jan. 20, 2017
 Jan. 25, 2017
 Feb. 8 & 9, 2017
 Feb. 20 & 21, 2017
 Feb. 28, 2017
 March 2, 2017
 March 2, 2017
 March 15 & 16, 2017
 March 27, 2017
 March 29, 2017
 April 10-13, 2017
 April 14, 2017
 May 3, 2017
 May 19, 2017
 May 26, 2017
 May 29, 2017
 June 5, 2017
 June 7, 2017
 June 7, 2017

Grades 6-8 Marking Period Ends
 Grades 9-12 Marking Period Ends
 Professional Development (Supt.) – Early Dismissal
 Early Dismissal 6-8 – Parent Conferences
 Winter Recess
 Professional Development Day
 Early Dismissal 9-12 – Parent Conferences
 Grades K-5 Marking Period Ends
 Early Dismissal K-5 – Parent Conferences
 Grades 6-8 Marking Period Ends
 Professional Development – Early Dismissal
 Spring Recess
 Good Friday
 Professional Development – Early Dismissal
 Professional Development Day
 Grades K-5 Marking Period Ends
 Memorial Day
 Professional Development (Supt.) – Early Dismissal
 Grades 6-8 and 9-12 Marking Period Ends
 Closing Day*

*Closing day is contingent on inclement weather. Any snow dates will be updated on calendar on district website and district APP in red (www.east-haven.k12.ct.us)

Exhibit G

Cleaning – FSMC employees are expected to work with SFA custodial staff to maintain a clean, healthy and safe environment in the kitchen and cafeteria.

Ala – Carte – Selections for ala carte menu must be within the USDA guidelines for nutritious foods.

Vehicles – SFA requires a properly refrigerated vehicle to transport produce throughout the district. It is the expectation that FSMC will provide this vehicle.

Cash Handling – prior to ratification of contract, an agreed upon policy, procedures and protocols for collecting cash at each of the school sites must be established by the SFA and FSMC.

Exhibit H
Meal Counts and
Sales by School

East Haven Public Schools 2015-2016

Sales Overview

Summary

8/26/14 thru 6/30/15

Participation

| Building | # of days | *** Breakfast Meals *** | | | Adult Meals | Ala Carte | *** Lunch Meals *** | | | Adult Meals | Ala Carte | |
|---------------------------|-----------|-------------------------|------|-------|-------------|-----------|---------------------|-------|-------|-------------|-----------|--------|
| | | Free | Red. | Paid | | | Free | Red. | Paid | | | Total |
| 00014 - D.C. Moore Ele | 180 | 8048 | 728 | 1169 | 0 | 33 | 15648 | 2274 | 5278 | 23200 | 14 | 795 |
| 00013 - D.H. Ferrara Ele | 180 | 2579 | 385 | 843 | 0 | 55 | 9686 | 1631 | 5180 | 16497 | 57 | 8455 |
| 00011 - Deer Run Eleme | 180 | 4901 | 357 | 2452 | 0 | 302 | 12140 | 1593 | 9236 | 22969 | 80 | 530 |
| 00017 - East Haven Aca | 180 | 5334 | 1169 | 4670 | 0 | 1077 | 7829 | 3362 | 9912 | 21103 | 130 | 12490 |
| 00061 - East Haven High | 179 | 11956 | 2011 | 2248 | 1 | 12485 | 36323 | 9369 | 25760 | 71452 | 797 | 37151 |
| 00051 - Joseph Mellillo M | 180 | 6305 | 1152 | 1734 | 0 | 61 | 32658 | 8571 | 16496 | 57725 | 503 | 32909 |
| 00007 - Momauguin Ele | 180 | 4787 | 275 | 1487 | 3 | 17 | 10353 | 1146 | 3258 | 14757 | 204 | 5685 |
| 00018 - Overbrook Early | 180 | 4038 | 131 | 999 | 0 | 3 | 13590 | 2153 | 5704 | 21447 | 22 | 473 |
| 00090 - Pathways | 181 | 2865 | 261 | 287 | 1 | 12 | 2971 | 279 | 332 | 3582 | 38 | 623 |
| 00010 - Tuttle Elementar | 180 | 2621 | 443 | 943 | 0 | 26 | 10433 | 1927 | 4442 | 16802 | 1 | 3746 |
| Total | | 53434 | 6912 | 16832 | 5 | 14071 | 151631 | 32305 | 85598 | 269534 | 1846 | 102857 |

Sales

| Building | # of days | Breakfast | | | Total | Lunch | | | Total | |
|---------------------------|-----------|-----------|----------|--------|----------|----------|-----------|---------|-----------|-----------|
| | | Cash | Account | Charge | | Cash | Account | Charge | | |
| 00014 - D.C. Moore Ele | 180 | 66.50 | 1318.67 | 14.98 | 1400.15 | 673.60 | 13558.70 | 76.30 | 14308.60 | 15708.75 |
| 00013 - D.H. Ferrara Ele | 180 | 16.90 | 962.06 | 9.54 | 988.50 | 972.27 | 18695.77 | 110.36 | 19778.40 | 20766.90 |
| 00011 - Deer Run Eleme | 180 | 61.80 | 2629.55 | 0.00 | 2691.35 | 365.95 | 23809.00 | 48.90 | 24223.85 | 26915.20 |
| 00017 - East Haven Aca | 180 | 1271.49 | 4583.86 | 55.60 | 5910.95 | 12945.43 | 25408.61 | 321.31 | 38675.35 | 44586.30 |
| 00061 - East Haven High | 179 | 1681.45 | 3475.10 | 0.00 | 5156.55 | 52615.74 | 67279.51 | 39.00 | 119934.25 | 125090.80 |
| 00051 - Joseph Mellillo M | 180 | 173.40 | 1793.95 | 171.15 | 2138.50 | 20830.22 | 64644.08 | 1504.55 | 86978.85 | 89117.35 |
| 00007 - Momauguin Ele | 180 | 52.40 | 1527.60 | 0.00 | 1580.00 | 1125.85 | 11493.90 | 0.00 | 12619.75 | 14199.75 |
| 00018 - Overbrook Early | 180 | 4.55 | 1034.75 | 1.00 | 1040.30 | 127.15 | 15079.05 | 17.50 | 15223.70 | 16264.00 |
| 00090 - Pathways | 181 | 7.35 | 364.75 | 10.60 | 382.70 | 148.50 | 1095.45 | 82.75 | 1326.70 | 1709.40 |
| 00010 - Tuttle Elementar | 180 | 24.26 | 1065.36 | 0.28 | 1089.90 | 3611.25 | 10779.64 | 37.21 | 14428.10 | 15518.00 |
| Total | | 3360.10 | 18755.65 | 263.15 | 22378.90 | 93415.96 | 251843.71 | 2237.88 | 347497.55 | 369876.45 |

Exhibit I

Intentionally Left Blank

Exhibit J

Intentionally Left Blank

Exhibit K

Accounts Payable Cut-Off Schedule

East Haven School Lunch Account

| <u>Month</u> | <u>AP Deadline</u> | <u>Release Date</u> |
|--------------|----------------------------|----------------------------|
| July | August 15 th | August 30 th |
| August | September 15 th | September 30 th |
| September | October 15 th | October 30 th |
| October | November 15 th | November 30 th |
| November | December 15 th | December 30 th |
| December | January 15 th | January 30 th |
| January | February 15 th | March 2 nd |
| February | March 15 th | March 30 th |
| March | April 15 th | April 30 th |
| April | May 15 th | May 30 th |
| May | June 15 th | June 30 th |
| June | July 15 th | July 30 th |

Note: Invoices will only be paid if there are sufficient funds in the East Haven Cafeteria account.