

Cleveland Heights-University
Heights City School District

FOOD SERVICE
MANAGEMENT COMPANY

REQUEST FOR PROPOSAL
AND CONTRACT

May 16, 2019

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General Information

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

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

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

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

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

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

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

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

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

B. Intent. This solicitation is for the purpose of entering into a contract for the operation of a food service program for the Board of Education of the Cleveland Heights-University Heights City School District, hereinafter referred to as School Food Authority (SFA).

The proposer will be referred to as Food Service Management Company (FSMC), and the contract will be between FSMC and SFA. The services to be provided by the FSMC shall include such services which are necessary and reasonably inferable to be required or useful in providing the services, even if such services are not explicitly specified in this RFP.

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

D. Pre-proposal conference.

A meeting with interested proposers to review the specifications; to clarify any questions; and for a walk-through of the facilities with school officials will be held on May 31, 2019 at 1:00 pm.

Location: Board of Education office, 2155 Miramar Boulevard, University Heights, Ohio, 44118-3397. Attendance is required.

1. **Questions for pre-proposal conference.** Submit questions regarding the RFP in writing by 12:00 Noon EST on May 24, 2019 to George Petkac, Director of Business & Operations via Email at g_petkac@chuh.org. SFA will acknowledge receipt of questions no later than 12:00 Noon EST on May 28, 2019
 - a. Questions submitted prior to the Pre-Proposal Conference will be answered at the Pre-Proposal Conference.
 - b. Questions from the floor at the Pre-Proposal Conference must also be presented in writing. These questions may or may not be answered at the Pre-Proposal Conference.

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

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

E. Proposal submission and award.

1. Sealed Proposals are to be submitted by 12:00 Noon EST on June 14, 2019 to:

Name of Agency: Cleveland Heights-University Heights City School District
Mailing Address: 2155 Miramar Boulevard
City/State/Zip University Heights, Ohio 44118-3397
Attention: George Petkac, Director of Business & Operations

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

2. Evaluation of proposals is expected to begin on June 17, 2019 and be completed by June 18, 2019 Negotiations with selected FSMC will begin following evaluation. The projected award date for the contract is June 24, 2019 These dates are subject to change based upon the number and nature of received proposals, ISS approval process, and any unforeseen factors.

3. SFA reserves the right to waive minor irregularities or informalities in the proposal process and to reject any or all proposals if deemed to be in the best interest of SFA.

4. To be considered, each proposer must submit a complete response to this solicitation **using the forms provided**. There may be no material modification to the contract language.

5. Award shall only be made to a responsible proposer whose proposal is responsive to this solicitation. A responsible proposer is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation. The SFA is not required to select the firm that submits the lowest cost proposal for providing the services. In the event the SFA is unable to negotiate a satisfactory contract with the selected firm, the SFA may terminate negotiations with that firm and enter into negotiations with other firms submitting a proposal.

6. Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals; failure to do so will be at the proposer's/offeror's own risk, and he or she cannot secure relief on the plea of error. SFA is not liable for any cost incurred by the proposer prior to the signing of a contract by all parties. Paying FSMC from the Child Nutrition Program (CNP) funds is prohibited until the contract is signed.

7. Proposers are strongly encouraged to propose an annual guaranteed return in the operation of the food service program starting with the second year of the agreement.

8. The FSMC shall submit with its proposal a transition plan which shall indicate the activities, procedures, timetable and support personnel involved in the transfer of and the implementation of services.

9. Responding firms should include information regarding: the history of the firm; competence to perform the required services as indicated by the technical training, education, and experience of the firm and the key personnel who will be assigned to perform those services; ability in terms of workload and the availability of qualified personnel, equipment, and facilities to perform the services competently and expeditiously; past performance as reflected by the evaluations of previous clients with respect to factors such as control of costs, quality of work, and meeting deadlines; any previous work for the SFA or any other school districts; plan for promotion of the food service program; and other similar information.

10. If additional information is required, please contact George Petkac, Director of Business & Operations at g_petkac@chuh.org.

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

G. Award criteria.

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

Weight		Criteria
25	points	Cost
20	points	Experience (demonstrated ability to competently provide the services)
10	points	Promotion/Innovation (demonstrated ability of the FSMC to promote, generate interest and to maximize participation in a school food service program)
10	points	Involvement of students, staff and patrons (willingness of the FSMC to work with the SFA in seeking participation of parents, students, SFA personnel and community members)
15	points	Qualifications of on-site manager (as demonstrated by technical training, education, experience and references)
10	points	Transition plan of SFA employees to FSMC payroll
10	points	Location, availability and accessibility of personnel to support the services, including demonstrated ability to provide substitute personnel to fill vacancies due to absence
100	points	TOTAL

H. Awarded contract.

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

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

2. **Prohibited Items.**

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

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

Standard Terms and Conditions

I. Scope and Purpose

- A. Duration of Contract.** This contract shall be for a period of up to one (1) year, beginning on July 1, 2019, and ending on June 30, 2020, with four (4) renewals of one (1) year each with mutual agreement between SFA and FSMC.
- B. Independent contractor.** FSMC shall be an independent contractor and not an employee of SFA. The employees of FSMC are not employees of SFA. FSMC also acknowledges and understands that to the extent that applicable law requires that employee and/or employer contributions be paid into a state retirement system (e.g. the School Employees Retirement System) based on the services rendered under the agreement and the compensation paid to FSMC's employees or other service providers, FSMC shall: (i) cooperate with the SFA and the applicable retirement system to enroll the employees providing service as members in the retirement system and to otherwise comply with all applicable requirements of the law; and (ii) promptly and timely remit payment to the SFA for all employee and employer contributions, charges and surcharges along with such necessary reports and information as may be necessary or required by the SFA so that the SFA in turn may timely process and remit such payments to the retirement system. FSMC shall indemnify and hold SFA harmless from any liability, costs and damages, including but not limited to, any interest on any contributions, penalties and other costs, resulting from the FSMC's failure to comply with the requirements of this Article
- C. Permanent agreement.** FSMC shall operate in conformance with SFA's Permanent Agreement/Policy Statement with ISS.
- D. Scope of operations.** Only the programs checked below will be included in the awarded contract. The programs checked below shall be the same as those listed in Attachment 2. If a program is added later, the appropriate procurement procedures must be followed.

- | | |
|---|--|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) | <input checked="" type="checkbox"/> A la carte Sales |
| <input checked="" type="checkbox"/> School Breakfast Program (SBP) | <input checked="" type="checkbox"/> Adult Meals |
| <input checked="" type="checkbox"/> After School Care Snack Program (ASCSP) | <input checked="" type="checkbox"/> Catering |
| <input checked="" type="checkbox"/> Seamless Summer Option (SSO) | <input type="checkbox"/> Contract Meals |
| <input checked="" type="checkbox"/> Child and Adult Care Food Program (CACFP) | <input type="checkbox"/> Vending/Concessions |

FSMC shall have the exclusive right to operate the above program(s) at the sites specified by SFA in Attachment 2 except where the SFA has an exclusive agreement with a beverage and/or vending company.

NOTE: THE SFA PROVIDES FREE LUNCH FOR 100% OF ITS STUDENT POPULATION PURSUANT TO THE U.S. DEPARTMENT OF AGRICULTURE'S COMMUNITY ELIGIBILITY PROVISION, AND THE FSMC SHALL FACTOR THIS INTO ITS PROPOSAL.

- E. Program beneficiaries.** The food service provided shall be operated and maintained as a benefit to SFA's students, faculty, and staff. FSMC shall strive to increase participation by improving food quality at the service point, by upgrading equipment and facilities, by seeking student and parent input, by successful menu variation and planning, by better marketing techniques, by interaction with and assisting the SFA's health and physical education classes to develop a customized program and curriculum regarding diet, wellness and nutrition, and by a strong emphasis on public relations.
- F. Nonprofit food service account.** All income accruing as a result of payments by children and adults, federal reimbursements, and all other sources (including, but not limited to, donations, special functions, catering, a la carte sales, vending, concessions, contract meals, grants, and loans) shall be deposited daily in SFA's nonprofit food service account. Any profit or guaranteed return shall remain in SFA's nonprofit food service account. SFA shall retain control of the CNP nonprofit food service account and overall financial responsibility for the CNP.
- G. Nature of contract.** SFA and FSMC agree that this contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR 210.16(c) and 2 CFR 200.

- H. Responsibility for program.** SFA shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of ISS and USDA regarding each of the CNPs covered by this contract. This shall not be construed as releasing the FSMC for its failure to perform its services as are required under the agreement with the SFA.
- I. Establishing prices.** SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals, milk, and a la carte sales (including vending, adult meals, contract meals, and catering).
- J. Additional services.** FSMC shall provide additional food service such as banquets, parties, and refreshments for meetings as requested by SFA. USDA Foods shall not be used for these special functions unless SFA's students will be primary beneficiaries. SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after SFA's regularly scheduled lunch or breakfast periods, provided such service is not prohibited by federal program regulations. Any additional food service that is a material change to the contract and/or involves a total cost of \$150,000 or more must be approved by ISS and be competitively procured.
- K. Nutrition education.** FSMC shall cooperate with SFA in promoting nutrition education and coordinating SFA's food service with classroom instruction.
- L. Regulatory compliance.** FSMC shall comply with the rules, regulations, policies, and instructions of ISS and USDA and any additions or amendments thereto, including 7 CFR 210, 220, 225, 245, and 250, as well as 2 CFR 200, 400, and 415 as applicable.
- M. Allowable costs.**
1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to SFA.

When submitting costs to SFA for payment, FSMC must either:

- a. Identify the amount of the cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit food service account); or
 - b. Exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment. With this option, records management processes must be established that maintain the visibility and transparency of unallowable costs, including directly associated costs, in a manner suitable for contract cost determination and verification.
2. FSMC's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and OMB cost circulars.
 3. SFA must receive the full value of all USDA Foods, i.e., credits or reductions of FSMC costs. Specific requirements for USDA Foods are discussed further in section V of this document.
 4. FSMC must individually identify the amount and nature of each discount, rebate and other applicable credit on bills and invoices presented to SFA for payment. SFA will require FSMC to report this information monthly except when the SFA, in writing, permits such reporting on a less frequent basis. FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.
 5. FSMC must maintain documentation of costs, discounts, rebates, and other applicable credits, and must furnish such documentation upon request to SFA, ISS, or USDA.
 6. No expenditure may be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of FSMC's actual net allowable costs.
 7. Any pecuniary obligation on SFA is subject to the appropriation of sufficient funds for that purpose by SFA's Board of Education and the certification by SFA's fiscal officer that those funds are available or in the process of collection. Under no circumstance will the SFA be liable to the FSMC for indemnity and/or the payment of liquidated damages.

- N. Food service staff.** FSMC shall provide necessary staff to manage the food service operations as proposed and supervise all employees with the exception of the High School Cook Manager who will be retained by the SFA.
- O. Special dietary needs.**
1. FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' *Individual Educational Plans (IEPs)* or 504 Plans. A licensed physician's statement must accompany any school meal accommodation requirements for students with disabilities.
 2. Students with conditions not meeting the definition of disability but who are unable to consume regular meals because of medical or other special dietary needs will also be accommodated (or not accommodated) per the district decision. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority.
 3. There will be no additional charge to the student for meals of which substitutions have been accommodated per this section of the contract.
- P. Dates of operation.** SFA will make the final determination of the opening and closing dates of all sites, if applicable.
- Q. Gifts from FSMC.** SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors.
- R. Payment terms.** FSMC shall invoice SFA at the end of each month for amounts due based on on-site records. SFA shall make payments within sixty (60) business days of the invoice date. The SFA may make such exceptions to the invoice as the SFA reasonably deems necessary or appropriate under the circumstances then existing. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.
- S. Changes/amendments.** Once approved by ISS, any further changes or amendments to this contract must be approved by ISS prior to execution.
- T. Escalator provision.** For any renewal of an agreement, the compensation to the FSMC shall be by mutual written consent between the FSMC and the SFA provided that any increase in compensation shall not exceed the consumer price index for urban and wage earners in the metropolitan Cleveland, Ohio area as of the end of December of the previous calendar year as determined by the United States Department of Labor.

II. Designation of Program Expenses

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

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA)
LABOR:		
Managers and/or Supervisors	X	
Full and Part-time Workers	X (Except for High School Cook Manager who is to be retained by the SFA)	High School Cook Manager Only
Monitors	X	X
EMPLOYEE BENEFITS (SFA shall be responsible for the benefits of the High School Cook Manager; FSMC shall be responsible for its own employee benefits):		
Life Insurance	X	X
Medical/Dental Insurance	X	X
Retirement Plans	X	X
Social Security	X	X
Vacation	X	X
Sick Leave	X	X
Holiday Pay	X	X
Uniforms	X	X
Tuition Reimbursement		
Labor Relations		X
Unemployment Compensation	X	X
Workers Compensation	X	X
Processing and Payment of Payroll	X	X
FOOD:		
USDA Foods		
Handling and Processing Charges	X	
Direct Diversion Charges	X	
Commercial Distribution Charges	X	
Other Foods	X	
OTHER EXPENSES:		
Accounting		
Bank Charges		X
Data Processing	X	X
Recordkeeping	X	X
Processing and Payment of Invoices	X	X
Equipment – Major		
Original Purchase		X
Routine Maintenance		X
Major Repairs		X
Replacement		X

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA)
Equipment-Expendable (trays, tableware, glassware, utensils)		
Original Purchase	X	
Replacement	X	
Cleaning/Janitorial Supplies	X	
Insurance		
Liability Insurance	X	X
Insurance on Supplies/Inventory		X
Laundry and Linen	X	
Office Materials	X	X
Paper/Disposable Supplies	X	
Pest Control		X
Postage	X	X
Printing		X
Product Testing	X	
Promotional Materials	X	
Taxes and License		X
Telephone		
Local		X
Long Distance		X
Expenses incurred to maintain the point of service count (i.e. the cost of tickets, tokens, and/or computer point of service system)		X
Training	X	X
Transportation of meals		X
Trash Removal		
From Kitchen		X
From School Premises		X
Travel		
Required	X	
Requested	X	
Utilities		X
Vehicles		X

III. Signature Authority

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

IV. Free and Reduced Price Meals Policy

- A. **Eligibility roster.** SFA shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster. SFA is ultimately responsible for assuring the accuracy of this roster. FSMC shall be responsible for advising and assisting the SFA in order to ensure that the SFA complies with the requirements of this subsection.
- B. **Point of service count.** FSMC shall conduct an accurate point-of-service count using the counting system submitted by SFA and approved by ISS in the annual contract between SFA and ISS as required under USDA regulations. Any

counting system must eliminate the potential for overt identification of free and reduced price eligible students (7 CFR 245.8).

- C. **Eligibility application.** SFA shall be responsible for the development and distribution of the parent letter; Direct Certification; and determination of eligibility for free or reduced price meals. FSMC may act as an agent for SFA related to these responsibilities.
- D. **Verification of eligibility.** SFA shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations. FSMC may act as an agent for SFA related to verification of applications.

V. USDA foods

- A. **Use for SFA's benefit.** Any donated foods received by SFA and made available to FSMC must accrue solely to the benefit of SFA's CNPs, and shall be fully utilized therein. Donated foods shall be considered received when the foods arrive at the school kitchen, SFA storage facility, or FSMC storage facility in either raw form or in processed end products. FSMC shall have records available to substantiate that the full value of all donated foods is used solely for the benefit of SFA.
- B. **Title.** SFA shall retain title to all donated foods and the selected FSMC will conduct all activities relating to donated foods for which it is responsible in accordance with 7 CFR 210, 220, 225, 226, and 250 as applicable.
- C. **Acceptance of foods.** FSMC shall accept and use donated foods in as large quantities as may be efficiently utilized in SFA's nonprofit food service, subject to approval of SFA. SFA shall consult with FSMC in the selection of donated foods; however, the final determination as to the acceptance of donated foods must be made by SFA.
- D. **Storage and inventory.** FSMC will comply with all storage and inventory requirements for donated foods. FSMC will ensure that its system of inventory management will not result in SFA being charged for donated foods.
- E. **Specific use requirements.** FSMC will use all donated ground beef and ground pork products, and all processed end products, without substitution, in SFA's food service. FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in SFA's food service.
- F. **Recordkeeping.** FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of donated foods in accordance with 7 CFR 250.54(b). Failure by FSMC to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of donated foods.
- G. **Negligence.** FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.
- H. **Processing contracts.** FSMC is prohibited from entering into any processing contracts utilizing donated foods on behalf of SFA. Selected FSMC agrees that any procurement and/or utilization of end products by selected FSMC on behalf of SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements.
- I. **Discounts, rebates, refunds.** SFA must receive all discounts or rebates for donated foods purchases made on its behalf. All refunds received from processors must be retained in the nonprofit food service account.
- J. **Credit for food value.** FSMC must credit SFA for the value of all donated foods received for use in SFA's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). The donated foods will be credited using entitlement value. Credits will be reported on the monthly invoice from FSMC.
- K. **Reconciliation.** Year-end reconciliation shall be conducted by SFA to ensure and verify correct and proper credit has been received for the full value of all donated foods used by FSMC during the fiscal year. SFA reserves the right to conduct donated foods credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250. If any adjustments are necessary, SFA is responsible for assuring such adjustments are made. FSMC shall

be responsible for advising and assisting the SFA in order to ensure that the SFA complies with the requirements of this subsection.

- L. **Review of records.** The distributing agency, sub-distributing agency, SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of FSMCs food service operation, including the review of records, to ensure compliance with the requirements for the management and use of donated foods.
- M. **Contingency for extension or renewal.** Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

VI. Food Safety

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

VII. Meals

- A. **Schedule.** FSMC shall serve meals on such days and at such times as requested by SFA
- B. **SFA responsibility.** SFA shall retain control of the quality, extent, and general nature of the food service. FSMC shall be responsible for advising and assisting the SFA in order to ensure that the SFA complies with the requirements of this subsection.
- C. **Free, reduced, and paid.** FSMC shall offer free, reduced price, and full price reimbursable meals to all eligible children participating in the programs indicated in Section I.D.
- D. **Meal pattern.** FSMC shall provide meals and à la carte items that satisfy the meal pattern requirements as defined in applicable program regulations (7 CFR 210, 220, 225, 226).
- E. **Participation.** FSMC shall promote efforts to increase participation in the child nutrition programs.
- F. **Scope of services.** FSMC shall provide the specified types of service in the schools/sites listed in Attachment 2, which is a part of this contract.
- G. **Authorized sales.** FSMC shall sell on the premises only those foods and beverages authorized by SFA and only at the times and places designated by SFA.
- H. **Meals not meeting requirements.** No payment will be made to FSMC for meals that are spoiled or unwholesome at the time of delivery; do not meet detailed specifications as developed by SFA for each food component in the meal pattern; or do not otherwise meet the requirements of this contract.
- I. **Adult meals.** Adult meal charges must be established in accordance with FNS Instruction 782-5, Pricing of Adult Meals in the National School Lunch and School Breakfast Programs. Pricing must include overall cost of the meal including the value of any USDA Foods used to prepare meals.
- J. The FSMC shall endeavor to purchase a minimum of fifty percent (50%) of unprocessed agricultural products (except USDA Foods) from food produced in the Greater Cleveland Area. For purposes of this Request for Proposals, the "Greater Cleveland Area" means the following Ohio Counties: Cuyahoga, Geauga, Lake, Lorain and Medina.
- K. A minimum of seventy five percent (75%) of all cooking must be done from scratch meaning that basic ingredients are used that have not been pre-prepared and processed. Food that has been previously frozen, including vegetables

and fruits that have been cut and then frozen, and meat that has been previously butchered into various cuts, then frozen and shipped, are allowable.

- L. Any beef products that are served shall be ground onsite.

VIII. Books and Records

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

IX. Employees

- A. **Designation of employer.** THE HIGH SCHOOL COOK MANAGER WILL BE RETAINED BY THE SFA. ALL OTHER MANAGEMENT AND EMPLOYEES ARE TO BE RETAINED BY THE FSMC. DURING THE FIRST YEAR OF THE AGREEMENT, THE FSMC SHALL EMPLOY ALL CURRENT SFA FOOD SERVICE EMPLOYEES AT THAT EMPLOYEE'S CURRENT RATE OF PAY PROVIDED THAT THE FOOD SERVICE EMPLOYEE SUCCESSFULLY PASSES PRE-EMPLOYMENT DRUG TESTING AND CLEARS THE CRIMINAL BACKGROUND CHECKS AS REQUIRED UNDER THIS ARTICLE IX. DURING THE FIRST YEAR OF THE AGREEMENT, ANY SFA EMPLOYEE RETAINED BY THE FSMC WHO IS ELIGIBLE FOR AND RECEIVING GROUP HEALTH INSURANCE BENEFITS FROM THE SFA PURSUANT TO THE COLLECTIVE BARGAINING AGREEMENT FOR OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES/AFSCME-AFL-CIO AND ITS LOCAL #102 SHALL BE ELIGIBLE FOR GROUP HEALTH INSURANCE UNDER THE FSMC'S HEALTH INSURANCE PLAN AND UPON THE SAME TERMS AND CONDITIONS AS ARE CONTAINED IN THE COLLECTIVE BARGAINING AGREEMENT. ATTACHMENT 17 SETS FORTH THE REQUIREMENTS THAT MUST BE MET FOR THE HEALTH INSURANCE PLAN FOR ELIGIBLE SFA EMPLOYEES DURING THE FIRST YEAR OF THE AGREEMENT. Attachment 7 ("Labor Worksheet, SFA Employees") designates those employees who shall be retained by SFA and those subject to employment by FSMC.
- B. **Staffing plan.** FSMC shall provide SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal on Attachment 8. Specific locations and assignments will be provided to SFA two full calendar weeks prior to the commencement of operation.
- C. **Site Manager.** SFA shall have final approval regarding the hiring of FSMC's site manager. Any site manager proposed by FSMC must meet the minimum hiring qualifications for School Nutrition Program Directors set forth in the USDA Final Rule: Professional Standards for School Nutrition Programs Personnel as Required by the Healthy, Hunger-Free Kids Act of 2010. FSMC shall provide a separate full time site manager for the High School and at each Middle School.
- D. **Professional standards.**

1. FSMC shall ensure that all FSMC employees and all SFA hourly employees complete continuing education training as required under the USDA Final Rule: Professional Standards for School Nutrition Programs Personnel as Required by the Healthy, Hunger-Free Kids Act of 2010.
 2. FSMC shall determine annual continuing education requirements for all FSMC employees and all SFA hourly employees.
 3. FSMC shall maintain records documenting completion of continuing education training for all FSMC employees and all SFA hourly employees.
 4. Any SFA management employee responsible for the overall administration of the program shall complete and document their own required continuing education training.
- E. Wage and hour requirements.** FSMC shall comply with all wage and hours of employment requirements of federal and state laws. FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except the site manager. FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of FSMC.
- F. Workers' compensation.** FSMC shall provide Workers' Compensation coverage for all its employees.
- G. SFA policies.** FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's premises as established by SFA and which are furnished in writing to FSMC.
- H. Staffing patterns.** Staffing patterns shall be mutually agreed upon.
- I. Facilities.** SFA shall provide sanitary toilet and hand washing facilities for the employees of FSMC.
- J. Removal of employees.** SFA may request, in writing, the removal of any employee of FSMC who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state, or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff without disruption of service.
- K. Emergency procedures.** All SFA and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire safety devices in the kitchen and cafeteria areas.
- L. Background check.** FSMC shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification and Federal Bureau of Investigation criminal background check of the employees of the FSMC or of any subcontractors that will perform work or services or otherwise be present at the school facilities site. Prior to the performance of any services by such employees, the criminal background check shall be performed and completed at the FSMC's sole cost and expense. No person shall be employed by the FSMC or any subcontractors who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 or any equivalent provisions under Federal law or the laws of any of the other states. The FSMC shall remove (and shall cause its subcontractors to remove) any person from the school facilities (during the criminal background check or otherwise) to have violated any of the offenses listed in Section 3319.39 of the Ohio Revised Code or equivalent provisions thereof under Federal law or the laws of any of the other states. The foregoing shall not (i) be cause for any claim against the SFA for any reason, including without limitation, interference or delay, and (ii) excuse the FSMC and the FSMC's subcontractors from meeting its obligations. Without limiting any other remedy the SFA may have for failure of the FSMC to comply with these provisions, the SFA may suspend the processing of invoices until the FSMC complies.

X. Monitoring

- A. SFA observation.** SFA shall monitor the food service operation of FSMC through periodic on-site SFA school building visits to ensure that the food service is in conformance with USDA program regulations (7 CFR 210.16). Further, if there is more than one school site, there is an additional requirement that SFA conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR 210.8.

- B. Review of records.** The records necessary for SFA to complete the required monitoring activities must be maintained by FSMC under this contract and must be made available to the Inspector General, USDA, ISS, and SFA upon request for the purpose of auditing, examination, and review.
- C. SFSP sites.** If applicable, SFA, as an SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for preapproval and during operation of the program.

XI. Menus

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

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

- A. Use of space.** SFA will make available, without cost or charge to FSMC, area(s) of the premises agreeable to both parties in which FSMC shall render its services.
- B. Beginning and ending inventory.** Prior to the start of initial operations, FSMC and SFA will take a beginning inventory of all usable food, supplies, and USDA Foods on the premises. FSMC will utilize such inventory at a value determined by invoice. On termination of the Contract, FSMC and SFA will take a similar inventory. If the value of the ending inventory is greater than the beginning inventory, the difference shall be added to FSMCs Cost of Business and if lesser, the difference shall be subtracted from FSMCs Cost of Business.
- C. Supplies and equipment.** FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation at the inventory level as specified by SFA. SFA will replace expendable equipment and replace, repair, or maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of FSMC.
- D. Keys.** FSMC shall provide SFA with one set of keys for all food service areas secured with locks.
- E. Regulatory compliance.** SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations. The FSMC shall account for all SFA equipment and shall protect the equipment from theft or destruction.
- F. Equipment or utility malfunction.** SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of FSMC. The FSMC shall otherwise be responsible for any other losses that are not caused by the SFA.
- G. SFA equipment.** All food preparation and serving equipment owned by SFA shall remain on the premises of SFA.
- H. FSMC equipment.** FSMC shall notify SFA of any equipment belonging to FSMC on SFA premises within 10 days of its placement on SFA premises. SFA shall not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.
- I. Access to facilities.** SFA shall have access, with or without notice, to all of SFA's facilities used by FSMC for the purposes of inspection and audit.
- J. Use of facilities other than for programs.** FSMC shall not use SFA's facilities to produce food, meals, or services for other organizations without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement which stipulates the fees to be paid by FSMC to SFA for such facility usage.

- K. Return of equipment.** FSMC shall surrender to SFA, upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear expected.

XIII. Purchases

- A. FSMC acting as agent.** If FSMC is procuring goods or services which are being charged to SFA under the contract, FSMC is acting as an agent for SFA and must comply with federal procurement regulations (2 CFR Part 200, 2 CFR Part 400 and 7 CFR Part 210.21). FSMC may not serve as a vendor for any procurement conducted as an agent of SFA. Any rebates, discounts, or commissions associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to SFA.

- B. Food specifications.** Any purchase of food must meet the specification listed in Attachment 5.

- C. Equipment investment.** FSMC may purchase equipment for the food service program.

1. The equipment purchase may be up to but may not exceed \$50,000. FSMC must comply with federal procurement regulations (2 CFR Part 200, 2 CFR Part 400 and 7 CFR Part 210.21) and may not serve as a vendor for any procurement conducted on behalf of SFA. SFA shall repay at the rate specified when the equipment was purchased, which shall be charged to SFA as an operating expense of the food service program. Ownership of the investment will vest in SFA upon full payment of the purchase price to FSMC. Upon such payment, FSMC shall deliver a bill of sale evidencing transfer of title to the equipment to SFA.

2. If the contract expires or is terminated prior to the complete repayment of the investment, SFA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this Agreement, either: reimburse FSMC the unpaid portion of the investment; deliver the equipment or other items funded by the investment to FSMC; or elect to continue to pay FSMC at the rate specified when the equipment was purchased until the balance of the investment is repaid.

3. SFA must obtain prior approval from ISS for the purchase of any equipment (as defined in 2 CFR § 200.33) unless such equipment is included on a pre-approved equipment list published by ISS and such list is effective at the time of purchase.

XIV. Sanitation

- A. Trash removal.** FSMC shall place garbage and trash in containers in designated areas as specified by SFA. SFA shall remove all garbage and trash from the designated areas.

- B. Cleaning of service areas.** FSMC shall clean the meal production and service areas used to provide the services detailed on Attachment 2.

- C. General care.** FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.

- D. Ventilation hoods.** SFA shall clean ducts and hoods above the filter line. FSMC shall clean hood filters.

- E. Local and state requirements.** FSMC shall comply with all local and state sanitation requirements in the preparation of food.

XV. Licenses, Fees, and Taxes

- A. Taxes.** FSMC shall be responsible for paying all applicable taxes and fees, including (but not limited to) excise tax, state and local income tax, payroll and withholding taxes for FSMC employees. FSMC shall hold SFA harmless for all claims arising from payment of such taxes and fees.

- B. Licenses.** FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.

- C. **SFA rules.** FSMC shall comply with all SFA building rules and regulations.

XVI. Emergency Closing

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

XVII. Terms, Nonperformance, and Termination

- A. **Remedies for nonperformance.** In the event of FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, SFA shall have the right to pursue all administrative, contractual, and legal remedies against FSMC and shall have the right to seek all sanctions and penalties as may be appropriate. In addition to any other remedies set forth herein, in the event the FSMC fails to perform its duties or provide the services required, the SFA may notify the FSMC of the services which are not being provided. If the FSMC does not provide same within five (5) days of the date of the notice (or within such lesser time period as specified by the SFA in the event of an emergency or a threat to health and safety), then the SFA may perform or provide the same and deduct the costs of performing such services from any amounts due and payable the FSMC.
- B. **Fiscal penalties.** FSMC shall reimburse SFA for the full amount of any fiscal penalties resulting from adjusted or disallowed claims which are attributable to FSMC's negligence, including those fiscal penalties based on reviews or audit findings that occurred during the effective dates of original and renewal contracts.
- C. **Force Majeure.** Neither FSMC nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, flood, acts of God, or for any acts not within the control of FSMC or SFA, respectively, and which, by the exercise of due diligence, it was unable to prevent.
- D. **Termination for cause.** In the event either party commits a material breach, including, but not limited to, violation of program regulations, the non-breaching party may terminate this agreement for cause by giving thirty (30) days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement except when the breach is a repeated breach. A repeated breach shall mean three or more breaches. After the non-breaching party has notified the breaching party of a third breach, the non-breaching party may terminate the contract without providing an opportunity to cure if the breaching party breaches for a fourth time. The four breaches are not required to be related to each other in any way. The rights of termination referred to herein are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity. Should the SFA terminate the agreement for breach but that breach be subsequently found to be insufficient for termination, then the termination shall be deemed one of convenience.
- E. **Termination for convenience.** At any time, because of circumstances beyond the control of SFA as well as FSMC, FSMC or SFA may terminate the contract by giving 60 days written notice to the other party. Should this right of termination be exercised by the SFA, the SFA reserves the right (1) to require the FSMC to continue to provide services for the sixty (60) days notice period and reimburse FSMC for its costs and expenses for the sixty (60) day period or any part thereof for which services are maintained, or (2) to require the FSMC to cease its performance hereunder immediately. Should the right of termination for convenience be exercised by the FSMC, then the FSMC shall pay the SFA's reasonable termination expenses which are those expenses incurred by the SFA that are attributable to the termination including, but not limited to, the expenses related transitioning the management of the food service operation to a replacement food service vendor and/or or to employees of the SFA, any ensuing increases in the SFA's operational and managerial costs in the fiscal year in which the termination occurs as a result of the FSMC's termination, and any shortfall in a guaranteed return from the FSMC as a result of the FSMC's early termination.
- F. **Contract authority.** SFA is the responsible authority without recourse to USDA or ISS to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to: source evaluation, protests, disputes, claims, or other matters of a contractual nature. Matters concerning violations of the law will be referred to the local, state, or federal authority that has proper jurisdiction.

- G. The SFA may immediately terminate the agreement at any time upon written notice to the FSMC following a determination by an arbitrator (including a determination made by an arbitrator related to a collective bargaining agreement to which the SFA is a party) that any material provision of the agreement is contrary to law or that any material provision of the agreement may not lawfully be carried out.

XVIII. Confidentiality, Trade Secrets and Proprietary Information

- A. **FSMC trade secrets.** The parties recognize and acknowledge that the SFA is subject to the Public Records Act, Ohio Revised Code Section 149.43. The parties also recognize and acknowledge that trade secrets are exempt from disclosure as public records under Ohio Revised Code Sections 149.43(A)(1)(v) and 1333.61(D). FSMC shall identify such documents and information that it submits to the SFA that FSMC considers confidential and exempt from disclosure.

In the event that a request for information is made to SFA pursuant to the Public Records Act concerning documents, items or other proprietary information in the possession of SFA, SFA shall promptly, but in any event within five (5) business days, provide notice of the request to FSMC. Within five (5) business days, FSMC shall notify SFA of FSMC's position regarding the release of the documents, items or other information. SFA, to the extent permitted by law, agrees to abide by the position taken by FSMC concerning the release of the requested documents, items or other information. In the event FSMC takes the position that requested documents, items or other information are not required to be released by SFA and requests SFA not to release the requested documents, items or other information, SFA, to the extent permitted by law, shall cooperate with FSMC, if it so requests and at the sole cost and expense of FSMC, in responding to any such request or judicial proceedings brought to compel the release of the documents, items or other information and, in such event, FSMC shall pay any monetary penalty assessed against SFA together with all attorney's fees incurred by SFA. The obligation of SFA to cooperate with FSMC under the circumstances described in this paragraph shall not diminish in any way the right of FSMC to assert independently its interest in limiting, and its right to seek relief from, the disclosure of confidential information.

If SFA becomes legally compelled by interrogatories, subpoena, civil or criminal investigative demand or similar process, including processes under state or federal rules of criminal and/or civil procedure, to make any disclosure that arguably and in good faith may be prohibited or otherwise constrained by the Public Records Act, SFA shall provide FSMC with prompt notice of such legal proceedings, so that FSMC may seek an appropriate protective order or other appropriate relief or waive compliance by SFA with the provisions of this paragraph. In the absence of a protective order or other appropriate relief or receipt of such a waiver, the SFA shall be permitted to disclose that portion of the information that the SFA is legally compelled to disclose.

If SFA is ordered by a court of competent jurisdiction to disclose financial and proprietary information and trade secrets, SFA may disclose such information. SFA shall not be liable, and FSMC shall hold SFA harmless, for damages resulting from disclosure of information that has been ordered by a court of competent jurisdiction to be disclosed as noted above.

- B. **Right to inventions.** Any discovery, invention, software, or programs paid for by SFA shall be the property of SFA to which ISS and USDA shall have unrestricted rights including copyrights.
- C. FSMC acknowledges that it may receive pupil information, the confidentiality of which is secured by both Ohio and federal law, in the course of performing the duties required by the Agreement. FSMC will ensure the confidentiality of all such information.

XIX. Insurance

- A. **Required coverage.** FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Ohio with an A.M. Best Rating of A or better. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of the award.
 - 1. Comprehensive General Liability – includes coverage for:
 - a. Premises – Operations
 - b. Products – Completed Operations
 - c. Contractual Insurance

- d. Broad Form Property Damage
- e. Independent Contractors
- f. Personal and Advertising Injury
- g. Damage to electronic data

An each-occurrence limit of not less than \$2,000,000, a general-aggregate limit of not less than \$2,000,000, and a products and completed-operations aggregate limit of not less than \$2,000,000

- 2. Automobile Liability: covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death and emotional distress) and property damage with a combined single limit of \$1,000,000 each accident
- 3. Workers' Compensation-Statutory
- 4. Employer's Liability: one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit
- 5. Excess Umbrella Liability: \$5,000,000 Combined Single Unit
- 6. Sexual Abuse and Molestation Insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in the aggregate

B. SFA as additional insured. SFA and the SFA's officers, employees and agents shall be named as additional insureds on General Liability, Automobile, and Excess Umbrella. FSMC must provide a waiver of subrogation in favor of SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.

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

XX. Certifications and Assurances

A. Energy efficiency. FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (P.L.94-163, 89 Stat. 871).

B. Contract Work Hours and Safety Standards Act. FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the *Act*), 40 U.S.C. §327-330, as supplemented by Department of Labor regulation, 29 CFR 5.

C. Equal employment opportunity. FSMC shall comply with Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR 60.

D. Civil rights compliance. FSMC hereby agrees that it will comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- B. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- D. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- E. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- F. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- G. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- H. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- I. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives

Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

- J. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

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

- E. **Buy American.** FSMC shall comply with the *Buy American Provision* (7 CFR 210.21(d)) for contracts that involve the purchase of food.
1. FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
 2. FSMC shall seek approval of SFA before purchasing foods under an exception to the Buy American provision and maintain documentation of any such purchases that must include, at a minimum:
 - a. the non-domestic product that was purchased
 - b. the date of the purchase
 - c. the reason for the exception
 - d. any efforts made to find alternate sources or substitute domestic products
 3. SFA may review vendor purchase records to ensure compliance with the Buy American provision.
- F. **Independent price determination.** FSMC has signed the *Certification of Independent Price Determination*, Attachment 13, which was attached as an addendum to FSMC's proposal and which is incorporated herein by reference and made a part of this contract.
- G. **Disbarment, suspension, ineligibility, and Voluntary Exclusion.** FSMC certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- H. **Clean Air Act.** FSMC shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- I. **Lobbying certification.** FSMC has signed the Lobbying Certification, Attachment 14, which was attached as an addendum to FSMC's proposal and which is incorporated and made a part of this contract. If applicable, FSMC has

also completed and submitted Standard Form-LLL, *Disclosure Form to Report Lobbying*, (Attachment 15), or will complete and submit as required in accordance with its instructions included in Attachment 15.

- J. **Copeland Act.** FSMC shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR 3).
- K. **Davis-Bacon Act.** FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR 5).
- L. **Other pertinent laws.** FSMC shall comply with all other pertinent state and federal laws.

XXI. Miscellaneous

- A. **Proposal specifications.** FSMC shall comply with the provisions of the proposal specifications, which are hereby in all respects made a part of this contract including all agreed to negotiations between SFA and selected FSMC which have been approved in writing by ISS.
- B. **Subcontracting prohibited.** No provision of this contract shall be assigned or subcontracted without prior written consent of SFA which consent may be withheld by the SFA in its sole discretion.
- C. **Waiver of claim.** No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- D. **Best commercial practices.** Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g. food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.
- E. **Claims for adjustment.** Payments on any claim shall not preclude SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and proposal specifications.
- F. **Program review findings.** SFA shall be responsible for ensuring the resolution of program review and audit findings.
- G. **ISS Review.** This contract is subject to review and approval by ISS.
- H. **Indemnification.** Except as otherwise expressly provided in this contract, FSMC will defend, indemnify, and hold SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys’ fees and court costs that may rise because of the sole negligence, misconduct, or other fault of the FSMC, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of SFA, its employees or agents. This clause shall survive termination of the Agreement.
- I. **Financial soundness.** SFA and FSMC shall work together to ensure a financially sound operation.
- J. **Assumptions.** Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, the contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.
 - 1. SFA’s policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
 - 2. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall remain materially consistent throughout the year.
 - 3. Usable USDA Foods, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year will continue to be available.
 - 4. The government reimbursement rates in effect shall remain materially consistent throughout the year.
 - 5. Meal components and quantities required for applicable CNPs remain consistent with prior years.

6. Service hours, service requirements, and type or number of facilities selling food and/or beverages on SFA's premises shall remain materially consistent throughout the year.
7. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
8. The projected number of full feeding days is: 175.
9. SFA revenue credited to the nonprofit food service program shall include all state and federal amounts received specifically for child nutrition operations.

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

XXII. Summer Food Service Program – N/A

XXIII. Child and Adult Care Food Program

- A. Sanitation.** Notwithstanding any other health certification requirements in this contract, ISS may require FSMC to provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared. These bacteria levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals prepared or served by other establishments in the locality. Results of these inspections shall be submitted to SFA and to ISS.
- B. Meal delivery.** Meals shall be delivered in accordance with a delivery schedule prescribed in the contract. FSMC shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract.
- C. Meal Orders.** SFA may increase or decrease the number of meals ordered, as needed, within two (2) hours of service.

AGREEMENT PAGE

By submission of this proposal, FSMC certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and that it shall operate in accordance with all current program regulations.

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

SMC NAME: _____

FSMC ADDRESS: _____

SIGNATURE (Of authorized representative):

Date:

PRINT NAME: _____

TITLE: _____

PHONE: _____

FAX NUMBER: _____

E-MAIL: _____

(SFA will complete section below this line)

Awarding of the Contract: Cleveland Heights – University Heights City School District

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

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

The undersigned hereby accepts proposer's services as an FSMC as specified in this proposal for the period of July 1, 2019 and ending June 30, 2020.

SIGNATURE (Of authorized representative):

Date:

PRINT NAME: _____

TITLE: _____

LIST OF CONTRACT ATTACHMENTS

TITLE	ATTACHMENT	SFA ACTION REQUIRED	FSMC ACTION REQUIRED
Site/Building Listing - General Data	Attachment 1	X	
Site/Building Listing - Services to Be Provided	Attachment 2	X	
Site Average Daily Participation Worksheets	Attachment 3	X	
District Calendar	Attachment 4	X	
Minimum Food Specifications	Attachment 5	X	
Program Menus	Attachment 6	X	X
Labor Work Sheet, SFA Employees	Attachment 7	X	
Labor Work Sheet, FSMC Employees	Attachment 8		X
Fringe Benefit Cost Sheet, SFA Employees	Attachment 9	X	
Fringe Benefit Cost Sheet, FSMC Employees	Attachment 10		X
Projected Operations – Revenue	Attachment 11	X	
Projected Operations - Expenses	Attachment 12	X	
Independent Price Determination Certificate	Attachment 13	X	X
Lobbying Certification	Attachment 14		X
Disclosure of Lobbying Activities	Attachment 15		X
Unallowable SFA FSMC Contract Document Provisions	Attachment 16	X	X
Requirements for FSMC's Group Health Insurance Plan for SFA Employees Retained by FSMC during the first year of the agreement	Attachment 17		X

SFA SITE/BUILDING LISTING – GENERAL DATA

SITE OR SCHOOL	ADDRESS	GRADE LEVELS ¹	SELF-PREP, SATELLITE, ETC ²	NO. OF SERVING PERIODS (LUNCH)	BEGINNING AND ENDING TIMES OF MEAL SERVICE			NO. OF SERVING DAYS
					BREAKFAST	LUNCH	SNACK	
Boulevard Elementary School	1749 Lee Rd. Cleveland Heights, OH 44118	K,1,2,3,4,5	Satellite	4	8:15 am – 8:45am	11:10am – 1:10pm	3:30pm 3:50pm	175
Canterbury Elementary School	2530 Canterbury Rd. Cleveland Heights, OH 44118	K,1,2,3,4,5	Satellite	4	8:15 am – 8:45am	11:10am – 1:10pm	3:30pm 3:50pm	175
Cleveland Heights High Schools	13263 Cedar Rd. Cleveland Heights, OH 44118	9,10,11,12	Self Prep	5	7:30 am – 8:30 am	10:00am – 1:22pm	3:30pm 3:50pm	175
Fairfax Elementary School	3150 Fairfax Rd. Cleveland Heights, OH 44118	K,1,2,3,4,5	Satellite	4	8:15 am – 8:45am	11:10am – 1:10pm	3:30pm 3:50pm	175
Gearity P.D. Elem. School	2323 Wrenford Rd. Cleveland Heights, OH 44118	K,1,2,3,4,5	Satellite	4	8:15 am – 8:45am	11:10am – 1:10pm	3:30pm 3:50pm	175
Monticello Middle School	3665 Monticello Blvd Cleveland Heights, OH 44118	6,7,8	Self-Prep	6	7:45 am – 8:00am	10:00am – 12:30pm	3:30pm 3:50pm	175
Noble Elementary School	1293 Ardoon St. Cleveland Heights, OH 44118	K,1,2,3,4,5	Satellite	4	8:15 am – 8:45am	11:10am – 1:10pm	3:30pm 3:50pm	175
Oxford Elementary School	939 Quilliams Rd. Cleveland Heights, OH 44118	K,1,2,3,4,5	Satellite	4	8:15 am – 8:45am	11:10am – 1:10pm	3:30pm 3:50pm	175

¹ List grade groups that have access to meal service

² Indicate if site or school prepares meals on site or if meals are satellite sent in bulk or pre-plated.

Roxboro Elementary School	2405 Roxboro Rd. Cleveland Heights, OH 44118	K,1,2,3,4,5	Satellite	4	8:15 am – 8:45am	11:10am – 1:10pm	3:30pm 3:50pm	175
Roxboro Middle School	2400 Roxboro Rd. Cleveland Heights, OH 44118	6,7,8	Self-Prep	6	7:45 am – 8:00am	10:17am – 12:40pm	3:30pm 3:50pm	175

SFA SITE/BUILDING LISTING – SERVICES TO BE PROVIDED

SITE OR SCHOOL	BREAKFAST					LUNCH					ASCSP	SSO	CACFP	VEN-DING	CONCE-SSIONS
	MEAL	OFFER VERSUS SERVE	A LA CARTE SALES	CON-TRACT MEALS	ADULT MEALS	MEAL	OFFER VERSUS SERVE	A LA CARTE SALES	CON-TRACT MEALS	ADULT MEALS					
Boulevard Elementary School	X	X	X		X	X	X	X		X	X	X		N/A	N/A
Canterbury Elementary School	X	X	X		X	X	X	X		X	X	X		N/A	N/A
Cleveland Heights High School	X	X	X		X	X	X	X		X	X	X	X	N/A	N/A
Fairfax Elementary School	X	X	X		X	X	X	X		X	X	X		N/A	N/A
Gearity P.D. Elementary School	X	X	X		X	X	X	X		X	X	X	X	N/A	N/A
Monticello Middle School	X	X	X		X	X	X	X		X	X	X	X	N/A	N/A
Noble Elementary School	X	X	X		X	X	X	X		X	X	X	X	N/A	N/A
Oxford Elementary School	X	X	X		X	X	X	X		X	X	X	X	N/A	N/A
Roxboro Elementary School	X	X	X		X	X	X	X		X	X	X		N/A	N/A
Roxboro Middle Schools	X	X	X		X	X	X	X		X	X	X	X	N/A	N/A

SITE AVERAGE DAILY PARTICIPATION WORKSHEETS NATIONAL SCHOOL LUNCH PROGRAM

SITE OR SCHOOL	ENROLLMENT	AVERAGE DAILY PARTICIPATION			CONTRACT MEALS (Meals sold to other schools)*
		FREE	REDUCED	PAID	
Boulevard Elementary School	261	139		46	
Canterbury Elementary School	405	116		72	
Cleveland Heights High School	1709	735		260	
Fairfax Elementary School	353	188		63	
Gearity P.D. Elementary School	390	178		69	
Monticello Middle School	564	253		80	
Noble Elementary School	364	194		65	
Oxford Elementary School	276	147		49	
Roxboro Elementary School	314	167		56	
Roxboro Middle Schools	589	274		85	
TOTAL	5162	2401		844	

*Do not include Special Functions

SITE AVERAGE DAILY PARTICIPATION - BREAKFAST PROGRAM

SITE OR SCHOOL	ENROLLMENT	AVERAGE DAILY PARTICIPATION			CONTRACT MEALS (Meals sold to other schools)*
		FREE	REDUCED	PAID	
Boulevard Elementary School	261	74		25	
Canterbury Elementary School	405	95		38	
Cleveland Heights High School	1569	347		99	
Fairfax Elementary School	353	91		34	
Gearity P.D. Elementary School	390	81		37	
Monticello Middle School	564	61		44	
Noble Elementary School	364	84		30	
Oxford Elementary School	276	79		26	
Roxboro Elementary School	314	89		30	
Roxboro Middle School	589	68		46	
Delisle Options Center	140	40		13	
TOTAL	5162	1109		422	

*Do not include Special Functions

SITE AVERAGE DAILY PARTICIPATION - AFTER SCHOOL CARE SNACK PROGRAM

SITE OR SCHOOL	ENROLLMENT	AVERAGE DAILY PARTICIPATION			CONTRACT MEALS (Meals sold to other schools)*
		FREE	REDUCED	PAID	
Boulevard Elementary School	12	7	0	0	
Canterbury Elementary School	57	45	0	0	
Cleveland Heights High School	74	19	0	0	
Fairfax Elementary School	42	31	0	0	
Gearity P.D. Elementary School	151	85	0	0	
Monticello Middle School	40	9	0	0	
Noble Elementary School	69	52	0	0	
Oxford Elementary School	25	27	0	0	
Roxboro Elementary School	34	25	0	0	
Roxboro Middle Schools	65	22	0	0	
TOTAL	569	322			

*Do not include Special Functions

SITE AVERAGE DAILY PARTICIPATION - SEAMLESS SUMMER OPTION

SEAMLESS SUMMER OPTION

SITE OR SCHOOL	BREAKFASTS	LUNCHES	ANTICIPATED DATES OF OPERATION
Boulevard ES	136	148	
Cleveland Heights High School	220	298	
Gearity P.D. Elementary	128	145	
Noble ES	119	131	
TOTAL	603	722	

DISTRICT CALENDAR



2018-2019

Cleveland Heights-University Heights City School District

AUGUST 2018							SEPTEMBER 2018							OCTOBER 2018							NOVEMBER 2018							
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
			1	2	3	4							1			1	2	3	4	5	6					1	2	3
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	
26	27	28	29	30	31		23/30	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30		

DECEMBER 2018							JANUARY 2019							FEBRUARY 2019							MARCH 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1			1	2	3	4	5						1	2						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23
23/30	24/31	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28			24/31	25	26	27	28	29	30

APRIL 2019							MAY 2019							JUNE 2019							JULY 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6				1	2	3	4							1		1	2	3	4	5	6
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
28	29	30					26	27	28	29	30	31		23/30	24	25	26	27	28	29	28	29	30	31			

All Schools Closed
 Schools Closed for Students; Teachers Report for PD or Records Day
 First and Last Day of School

Aug. 16-17	Professional Days Teachers Report for Duty Students Not in Attendance	Feb. 18	All Schools Closed Presidents' Day
Aug. 20 Aug. 20 Aug. 21 Aug. 22	Students Report to School Kindergarten Staggered Start Last Names A-I Kindergarten Staggered Start Last Names J-R Kindergarten Staggered Start Last Names S-Z	Mar. 1	Professional Development & Records Day Students Not in Attendance
Sept. 3	All Schools Closed Labor Day	Mar. 25-29	Spring Recess
Sept. 10	All Schools Closed Rosh Hashanah	Apr. 1	Students Report to School
Sept. 19	All Schools Closed Yom Kippur	Apr. 19	All Schools Closed Good Friday
Oct. 5	Professional Development & Records Day Students Not in Attendance	Apr. 22	All Schools Closed Compensatory Day for Parent Conferences
Nov. 6	Professional Development Day Students Not in Attendance	May 27	All Schools Closed Memorial Day
Nov. 21	All Schools Closed Compensatory Day for Parent Conferences	May 31	Last Day for Students
Nov. 22-23	Thanksgiving Recess	June 3	Professional Day Teachers Report for Duty Students Not in Attendance
Dec. 24-Jan. 4	Winter Recess		End of the School Year
Jan. 7	Students Report to School		
Jan. 11	Professional Development & Records Day Students Not in Attendance		
Jan. 21	All Schools Closed Martin Luther King Jr. Day		

The 2018-2019 School Calendar is subject to revision due to emergencies created by severe weather, energy problems, or other public calamities that force the cancellation of classes.

Days that may be used to reschedule classes are Martin Luther King Jr. Day, Presidents' Day, Compensatory Day(s), Memorial Day, and June 3.



2019-2020

Cleveland Heights-University Heights City School District

AUGUST 2019							SEPTEMBER 2019							OCTOBER 2019							NOVEMBER 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5						1	2
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30						27	28	29	30	31			24	25	26	27	28	29	30

DECEMBER 2019							JANUARY 2020							FEBRUARY 2020							MARCH 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7				1	2	3	4							1	1	2	3	4	5	6	7
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10	11	12	13	14
15	16	17	18	19	20	21	12	13	14	15	16	17	18	3	10	11	12	13	14	15	15	16	17	18	19	20	21
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22	22	23	24	25	26	27	28
29	30	31					26	27	28	29	30	31	23	24	25	26	27	28	29	29	30	31					

APRIL 2020							MAY 2020							JUNE 2020							JULY 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4						1	2		1	2	3	4	5	6				1	2	3	4
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30			24/31	25	26	27	28	29	30	28	29	30				26	27	28	29	30	31		

All Schools Closed
 Schools Closed for Students; Teachers Report for PD or Records Day
 First and Last Day of School

Aug. 15-16	Professional Days Teachers Report for Duty Students Not in Attendance
Aug. 19 Aug. 19 Aug. 20 Aug. 21	Students Report to School Kindergarten Staggered Start Last Names A-I Kindergarten Staggered Start Last Names J-R Kindergarten Staggered Start Last Names S-Z
Sept. 2	All Schools Closed Labor Day
Sept. 20	Professional Development & Records Day Students Not in Attendance
Sept. 30	All Schools Closed Rosh Hashanah
Oct. 9	All Schools Closed Yom Kippur
Nov. 5	Professional Development Day Students Not in Attendance
Nov. 27	All Schools Closed Compensatory Day for Parent Conferences
Nov. 28-29	Thanksgiving Recess
Dec. 23-Jan. 3	Winter Recess
Jan. 6	Students Report to School
Jan. 10	Professional Development & Records Day Students Not in Attendance
Jan. 20	All Schools Closed Martin Luther King Jr. Day

Feb. 17	All Schools Closed Presidents' Day
Mar. 6	Professional Development Day Students Not in Attendance
Mar. 23-27	Spring Recess
Mar. 30	Students Report to School
Apr. 10	All Schools Closed Good Friday
Apr. 13	All Schools Closed Compensatory Day for Parent Conferences
May 25	All Schools Closed Memorial Day
May 29	Last Day for Students
June 1	Professional Day Teachers Report for Duty Students Not in Attendance
	End of the School Year

The 2019-2020 School Calendar is subject to revision due to emergencies created by severe weather, energy problems, or other public calamities that force the cancellation of classes.

Days that may be used to reschedule classes are Martin Luther King Jr. Day, Presidents' Day, Compensatory Day(s), Memorial Day, and June 1.

MINIMUM FOOD SPECIFICATIONS

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

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

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

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

Fruits and Vegetables

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

Baked Products

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

Staple Groceries

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

**PROGRAM MENUS
SAMPLE 21-DAY LUNCH MENU**

Elementary Lunch Menu

Monday	Tuesday	Wednesday	Thursday	Friday
Brunch for Lunch Cinnamon Glazed French Toast Breakfast Potatoes 100% Juice Cup Fresh Fruit and Vegetable Bar	BBQ Meatball Slider Mashed Potatoes Dried Cranberries Fresh Fruit and Vegetable Bar	BBQ Chicken Drumstick Cornbread Loaf Sautéed Broccoli Fresh Fruit and Vegetable Bar	Mini Chicken Corndog Dippers BBQ Baked Beans Fresh Fruit and Vegetable Bar	Cheese or Pepperoni Pizza Slice Romaine Salad Applesauce Cup Fresh Fruit & Vegetable Bar
Cheesy Baked Macaroni WG Pretzel Rod Fresh Fruit and Vegetable Bar	Walking Taco Turkey Taco Meat with Baked Tortilla Chips Seasoned Black Beans Fresh Fruit and Vegetable Bar	Crispy Chicken Sandwich Cinnamon Glazed Carrots Fresh Fruit and Vegetable Bar	Grilled Cheese Sandwich Creamy Tomato Soup Applesauce Cup Fresh Fruit & Vegetable Bar	French Bread Cheese Pizza Romaine Salad 100% Fruit Juice Cup Fresh Fruit and Vegetable Bar
Brunch for Lunch Silver Dollar Pancakes Chicken Sausage Patty 100% Juice Cup Fresh Fruit and Vegetable Bar	Taco Tuesday Seasoned Chicken WG Tortillas Black Bean & Corn Salsa Fresh Fruit and Vegetable Bar	Chicken Nuggets Baked Fries WG Breadstick Fresh Fruit and Vegetable Bar	Cheeseburger on WG Bun Penne Pasta Salad Raisins Fresh Fruit & Vegetables	Cheese or Pepperoni Pizza Slice Romaine Salad Applesauce Cup Fresh Fruit & Vegetable Bar
Pasta Dipper Mini Cheese Breadstick and Penne Pasta Marinara Cup Fresh Fruit and Vegetable Bar	All Natural Turkey Hot Dog BBQ Baked Beans Fresh Fruit and Vegetable Bar	Boneless Chicken Wings Honey Corn Biscuit Glazed Carrots Fresh Fruit and Vegetable Bar	Rotini Pasta with Meat Sauce Garlic Breadstick Cucumber Slices Fresh Fruit and Vegetable Bar	French Bread Cheese Pizza Romaine Salad 100% Fruit Juice Cup Fresh Fruit and Vegetable Bar
<u>2nd Entrée Option:</u> Turkey and Cheese Sub on Whole Grain Bread	<u>2nd Entrée Option:</u> Hummus and Veggie Bistro Box	<u>2nd Entrée Option:</u> Yogurt Parfait with Grahams	<u>2nd Entrée Option:</u> Soy Butter and Jelly Sub	<u>2nd Entrée Option:</u> Chef Salad

MENU SUBJECT TO CHANGE

Milk is Offered with Every Meal! Choices Include: Fat Free Chocolate, Fat Free Strawberry, and Low Fat White

Lunch Includes: Entrée (Grain and Meat/Meat Alternative), Two Servings of Fruits or Vegetables, One Milk

This Institution is an Equal Opportunity Provider

Lunch Menu Week 1

Middle School

	Monday	Tuesday	Wednesday	Thursday	Friday
Entrée Choice 1	Brunch for Lunch Blueberry French Toast Bake with Turkey Sausage Links	BBQ Meatball Sandwich Topped with Shredded Cheese	Asian Chicken Bowl Crispy Chicken over Brown Rice topped with Sweet and Sour Sauce	All Natural Turkey Hot Dog with Assorted Topping	Homemade Italian Lasagna with Garlic Breadstick
Entrée Choice 2	Hamburger Cheeseburger	Crispy Chicken Sandwich with Cheese	Hamburger Cheeseburger	Spicy Chicken Sandwich	Cheeseburger Hamburger
Entrée Choice 3	Cheese Pizza Pepperoni Pizza	Individual Cheese Pizza	Bosco Sticks with Marinara Sauce	French Bread Pizza	Cheese Pizza Pepperoni Pizza
Entrée Choice 4	Chef Salad Turkey Sub Yogurt Parfait	Vegetarian Salad Ham and Cheese Sub Hummus Lunch	Tex Mex Salad Cold Cut Sandwich Yogurt Parfait	Buffalo Chicken Salad Spicy Chicken Wrap Hummus Lunch	Greek Salad Turkey Sub Yogurt Parfait
Sides	Breakfast Potatoes Fresh Vegetable Bar Fresh Seasonal Fruit	Steamed Corn Fresh Vegetable Bar Fresh Seasonal Fruit	Sautéed Broccoli Fresh Vegetable Bar Fresh Seasonal Fruit	BBQ Baked Beans Fresh Vegetable Bar Fresh Seasonal Fruit	Romaine Tossed Salad Fresh Vegetable Bar Fresh Seasonal Fruit

Note: Menu Subject to Change

This Institution is an Equal Opportunity Provider.

Lunch Menu Week 2

Middle School

	Monday	Tuesday	Wednesday	Thursday	Friday
Entrée Choice 1	Baked Macaroni and Cheese Whole Grain Pretzel Rod	Nacho Grande Fiesta Beef over Tortilla Chips with Cheese, Salsa & Lettuce	BBQ Chicken Drumstick with Honey Corn Biscuit	Soup & Sandwich Toasted Turkey and Cheese Sandwich with Creamy Tomato Soup	Chicken Alfredo Pasta Bake WG Dinner Roll
Entrée Choice 2	Hamburger Cheeseburger	BBQ Rib Sandwich	Hamburger Cheeseburger	Spicy Chicken Sandwich	Cheeseburger Hamburger
Entrée Choice 3	Cheese Pizza Pepperoni Pizza	Individual Cheese Pizza	Bosco Sticks with Marinara Sauce	French Bread Pizza	Cheese Pizza Pepperoni Pizza
Entrée Choice 4	Chef Salad Turkey Sub Yogurt Parfait	Vegetarian Salad Ham and Cheese Sub Hummus Lunch	Tex Mex Salad Cold Cut Sandwich Yogurt Parfait	Buffalo Chicken Salad Spicy Chicken Wrap Hummus Lunch	Greek Salad Turkey Sub Yogurt Parfait
Side	Pea & Carrot Blend Fresh Vegetable Bar Fresh Seasonal Fruit	Seasoned Black Beans Fresh Vegetable Bar Fresh Seasonal Fruit	Glazed Carrots Fresh Vegetable Bar Fresh Seasonal Fruit	Broccoli Salad Fresh Vegetable Bar Fresh Seasonal Fruit	Steamed Green Beans Fresh Vegetable Bar Fresh Seasonal Fruit

Note: Menu Subject to Change

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Lunch Menu Week 3

Middle School

	Monday	Tuesday	Wednesday	Thursday	Friday
Entrée Choice 1	Brunch for Lunch Belgium Waffle with Chicken Sausage	Taco Tuesday Seasoned Chicken on WG Tortilla with Salsa and Sour Cream	Popcorn Chicken Bowl with WG Roll	Philly Cheese Steak Sandwich Roasted Pepper & Onions	Homestyle Chili Beef and Bean Chili in Bread Bowl
Entrée Choice 2	Hamburger Cheeseburger	Crispy Chicken Sandwich with Cheese	Hamburger Cheeseburger	Spicy Chicken Sandwich	Cheeseburger Hamburger
Entrée Choice 3	Cheese Pizza Pepperoni Pizza	Individual Cheese Pizza	Bosco Sticks with Marinara Sauce	Pizza Breadsticks	Cheese Pizza Pepperoni Pizza
Entrée Choice 4	Chef Salad Turkey Sub Yogurt Parfait	Vegetarian Salad Ham and Cheese Sub Hummus Lunch	Tex Mex Salad Cold Cut Sandwich Yogurt Parfait	Buffalo Chicken Salad Spicy Chicken Wrap Hummus Lunch	Chef Salad Turkey Sub Yogurt Parfait
Sides	100% Orange Juice Cup Fresh Vegetable Bar Fresh Seasonal Fruit	Black Bean and Corn Salsa Fresh Vegetable Bar Fresh Seasonal Fruit	Steamed Corn Fresh Vegetable Bar Fresh Seasonal Fruit	Baked French Fries Fresh Vegetable Bar Fresh Seasonal Fruit	Cucumber Salad Fresh Vegetable Bar Fresh Seasonal Fruit

Note: Menu Subject to Change

This Institution is an Equal Opportunity Provider.

Lunch Menu Week 4

Middle School

	Monday	Tuesday	Wednesday	Thursday	Friday
Entrée Choice 1	Crispy Chicken Nuggets with BBQ Dipping Sauce	Cheesy Enchilada Bake with Spanish Rice	Boneless Wings with Corn Bread	Rotini Pasta Choice of Marinara or Meat Sauce and Shredded Cheese	BBQ Chicken Sandwich with Cole Slaw
Entrée Choice 2	Hamburger Cheeseburger	Crispy Chicken Sandwich with Cheese	Hamburger Cheeseburger	Spicy Chicken Sandwich	Cheeseburger Hamburger
Entrée Choice 3	Cheese Pizza Pepperoni Pizza	Individual Cheese Pizza	Bosco Sticks with Marinara Sauce	French Bread Pizza	Cheese Pizza Pepperoni Pizza
Entrée Choice 4	Chef Salad Turkey Sub Yogurt Parfait	Vegetarian Salad Ham and Cheese Sub Hummus Bistro Box	Tex Mex Salad Cold Cut Sandwich Yogurt Parfait	Buffalo Chicken Salad Spicy Chicken Wrap Hummus Bistro Box	Chef Salad Turkey Sub Yogurt Parfait
Sides	Mashed Potatoes Fresh Vegetable Bar Fresh Seasonal Fruit	Pinto Beans Fresh Vegetable Bar Fresh Seasonal Fruit	Glazed Carrots Fresh Vegetable Bar Fresh Seasonal Fruit	Garlic Breadstick Fresh Vegetable Bar Fresh Seasonal Fruit	Baked French Fries Fresh Vegetable Bar Fresh Seasonal Fruit

Note: Menu Subject to Change

This Institution is an Equal Opportunity Provider.

Lunch Menu Week 1

High School

	Monday	Tuesday	Wednesday	Thursday	Friday
Entrée Choice 1	Build Your Own Nacho's With Chicken or Beef, Refried Beans, Jalapenos, Cheese Sauce and Salsa	Build Your Own Soft Shell Tacos With Chicken or Beef, Black Beans, Spanish Rice, Shredded Lettuce, Sour Cream, Salsa	Build Your Own Taco Salad With Chicken or Beef with Shredded Lettuce, Pinto Beans, Corn, Tomatoes, Jalapenos, Cheese	Build Your Own Soft Shell Tacos With Chicken or Beef, Black Beans, Spanish Rice, Shredded Lettuce, Sour Cream, Salsa	Build Your Own Nacho's With Chicken or Beef, Refried Beans, Jalapenos, Cheese Sauce and Salsa
Entrée Choice 2	Hamburger Cheeseburger Spicy Chicken Sandwich	Hamburger Cheeseburger Black Bean Burger	Hamburger Cheeseburger Crispy Chicken Filet Sandwich	Hamburger Cheeseburger Turkey Melt	Hamburger Cheeseburger Spicy Chicken Sandwich
Entrée Choice 3	Cheese Pizza Pepperoni Pizza Veggie Pizza Pasta Bar	Cheese Pizza Pepperoni Pizza Buffalo Chicken Pizza Pasta Bar	Cheese Pizza Pepperoni Pizza Supreme Pizza Pasta Bar	Cheese Pizza Pepperoni Pizza BBQ Chicken Pizza Pasta Bar	Cheese Pizza Pepperoni Pizza Sausage Pizza Pasta Bar
Entrée Choice 4	Chicken Noodle Soup With Dinner Roll	Italian Wedding With Dinner Roll	Minestrone Soup With Dinner Roll	Loaded Baked Soup With Dinner Roll	Tortilla Soup With Dinner Roll
Entrée Choice 5	Brunch for Lunch Blueberry French Toast with Chicken Sausage and Seasoned Hash Browns	Build Your Own Polish Boy With French Fries Cole Slaw BBQ Sauce	Popcorn Chicken Bowl Crispy Popcorn Chicken over Mashed Potatoes Topped with Steamed Corn, Gravy and Cheese	Pulled Pork Sandwich on Whole Grain Bun Topped with Cole Slaw & BBQ Baked Beans	Build Your Own Pasta Penne Pasta with Meat Sauce or Alfredo Sauce Garlic Breadstick Green Beans

Combo
Includes: Choice of One Entrée, Two Servings of Fruits and Vegetables, One Grain or Bread and One Low-Fat or Fat Free Milk

Note: Menu Subject to Change

This Institution is an Equal Opportunity Provider.

Lunch Menu Week 2

High School

	Monday	Tuesday	Wednesday	Thursday	Friday
Entrée Choice 1	Build Your Own Nacho's With Chicken or Beef, Refried Beans, Jalapenos, Cheese Sauce and Salsa	Build Your Own Soft Shell Tacos With Chicken or Beef, Black Beans, Spanish Rice, Shredded Lettuce, Sour Cream, Salsa	Build Your Own Taco Salad With Chicken or Beef with Shredded Lettuce, Pinto Beans, Corn, Tomatoes, Jalapenos, Cheese	Build Your Own Soft Shell Tacos With Chicken or Beef, Black Beans, Spanish Rice, Shredded Lettuce, Sour Cream, Salsa	Build Your Own Nacho's With Chicken or Beef, Refried Beans, Jalapenos, Cheese Sauce and Salsa
Entrée Choice 2	Hamburger Cheeseburger Spicy Chicken Sandwich	Hamburger Cheeseburger Corn Dog	Hamburger Cheeseburger Crispy Chicken Filet Sandwich	Hamburger Cheeseburger Black Bean Burger	Hamburger Cheeseburger Spicy Chicken Sandwich
Entrée Choice 3	Cheese Pizza Pepperoni Pizza Meat Lovers Pizza Pasta Bar	Cheese Pizza Pepperoni Pizza BBQ Chicken & Pineapple Pizza Pasta Bar	French Bread Pepperoni Pizza Pasta Bar	Cheese Pizza Pepperoni Pizza Spinach Alfredo Pizza Pasta Bar	Cheese Pizza Pepperoni Pizza Ranch Chicken Pizza Pasta Bar
Entrée Choice 4	Chicken and Rice Soup With Dinner Roll	Turkey Soup With Dinner Roll	French Onion Soup With Dinner Roll	Texas Chili With Dinner Roll	Vegetable Soup With Dinner Roll
Entrée Choice 5	Brunch for Lunch Belgium Waffle with Turkey Sausage & Sweet Potato Cubes	Meatball Sub Choice of BBQ or Marinara Meatballs on WG Sub Bun Topped with Shredded Cheese Steamed Corn	Baked Potato Bar Baked Potato with a Choice of Assorted Toppings WG Dinner Roll	Boneless Wings Choice of Spicy or Crispy Boneless Wings served with Baked French Fries and Honey Corn Biscuit	Chicken Parmesan with Buttered Noodles Seasoned Green Beans Garlic Breadstick

Combo
Includes: Choice of One Entrée, Two Servings of Fruits and Vegetables, One Grain or Bread and One Low-Fat or Fat Free Milk

Note: Menu Subject to Change

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Lunch Menu Week 3

High School

	Monday	Tuesday	Wednesday	Thursday	Friday
Entrée Choice 1	Build Your Own Nacho's With Chicken or Beef, Refried Beans, Jalapenos, Cheese Sauce and Salsa	Build Your Own Soft Shell Tacos With Chicken or Beef, Black Beans, Spanish Rice, Shredded Lettuce, Sour Cream, Salsa	Build Your Own Taco Salad With Chicken or Beef with Shredded Lettuce, Pinto Beans, Corn, Tomatoes, Jalapenos, Cheese	Build Your Own Soft Shell Tacos With Chicken or Beef, Black Beans, Spanish Rice, Shredded Lettuce, Sour Cream, Salsa	Build Your Own Nacho's With Chicken or Beef, Refried Beans, Jalapenos, Cheese Sauce and Salsa
Entrée Choice 2	Hamburger Cheeseburger Spicy Chicken Sandwich	Hamburger Cheeseburger BBQ Rib Sandwich	Hamburger Cheeseburger Crispy Chicken Filet Sandwich	Hamburger Cheeseburger Chicken Parmesan Sandwich	Hamburger Cheeseburger Spicy Chicken Sandwich
Entrée Choice 3	Cheese Pizza Pepperoni Pizza BLT Pizza Pasta Bar	Cheese Pizza Pepperoni Pizza Cheeseburger Pizza Pasta Bar	Pepperoni Or Cheese Calzone Pasta Bar	Cheese Pizza Pepperoni Pizza Roasted Veggie Pizza Pasta Bar	Cheese Pizza Pepperoni Pizza Greek Pizza Pasta Bar
Entrée Choice 4	Broccoli & Cheese Soup With Dinner Roll	Roasted Cauliflower and Garlic Soup With Dinner Roll	Black Bean Soup With Dinner Roll	Beef & Veggie Soup With Dinner Roll	Creamy Tomato Soup With Dinner Roll
Entrée Choice 5	Brunch for Lunch Mini Pancakes with Chicken Sausage Breakfast Potato Cubes	Philly Cheesesteak Sandwich Shaved Beef on WG Bun with Roasted Onions & Peppers Glazed Carrots	Asian Noodle Bowl Crispy Chicken over Sesame Noodles topped with Vegetable Medley and Stir Fry Sauce Fortune Cookie	Chili Bowl Beef & Bean Chili in a Bread Bowl with Choice of Cheese, Onions, and Sour Cream	Vegetable or Meat Lasagna Romaine Salad Blend Garlic Rolls

<p>Combo Includes: Choice of One Entrée, Two Servings of Fruits and Vegetables, One Grain or Bread and One Low-Fat or Fat Free Milk</p>
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Note: Menu Subject to Change

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Lunch Menu Week 4

High School

	Monday	Tuesday	Wednesday	Thursday	Friday
Entrée Choice 1	Build Your Own Nacho's With Chicken or Beef, Refried Beans, Jalapenos, Cheese Sauce and Salsa	Build Your Own Soft Shell Tacos With Chicken or Beef, Black Beans, Spanish Rice, Shredded Lettuce, Sour Cream, Salsa	Build Your Own Taco Salad With Chicken or Beef with Shredded Lettuce, Pinto Beans, Corn, Tomatoes, Jalapenos, Cheese	Build Your Own Soft Shell Tacos With Chicken or Beef, Black Beans, Spanish Rice, Shredded Lettuce, Sour Cream, Salsa	Build Your Own Nacho's With Chicken or Beef, Refried Beans, Jalapenos, Cheese Sauce and Salsa
Entrée Choice 2	Hamburger Cheeseburger Spicy Chicken Sandwich	3 Cheese Grill Cheese Sandwich Crispy Chicken Filet Sandwich	Hamburger Cheeseburger Hot Italian Sub	Hamburger Cheeseburger Black Bean Burger	Hamburger Cheeseburger Spicy Chicken Sandwich
Entrée Choice 3	Cheese Pizza Pepperoni Pizza Tomato Basil Pizza Pasta Bar	Cheese Pizza Pepperoni Pizza Smokey BBQ Pizza Pasta Bar	Cheese or Pepperoni Mini Stromboli's Pasta Bar	Cheese Pizza Pepperoni Pizza Pepperoni & Sausage Pizza Pasta Bar	Cheese Pizza Pepperoni Pizza White Pizza Pasta Bar
Entrée Choice 4	Chicken Pot Pie Soup With Dinner Roll	Spinach Tortellini Soup With Dinner Roll	Creamy Potato Soup With Dinner Roll	Beef Barley Soup With Dinner Roll	Roasted Pepper Bisque With Dinner Roll
Entrée Choice 5	Chicken Tenders And Mac & Cheese Served with Dipping Sauce Steamed Peas Buttered Roll	Build a Burger Bar Beef Burger on a Pretzel Bun Served with Cheese, Lettuce, Tomato, Onion, Pickles Baked French Fries	Sweet and Sour Chicken Crispy Chicken Tossed in Sweet and Sour Sauce over Brown Rice Vegetable Egg Roll	Build Your Own Turkey Club Sandwich Turkey, Cheese, and Bacon on Toasted on Whole Wheat Bread served with Broccoli Salad	Fish Fry Friday Baked Fish Filet Served with Potato Wedges and Coleslaw

Combo
Includes: Choice of One Entrée, Two Servings of Fruits and Vegetables, One Grain or Bread and One Low-Fat or Fat Free Milk

Note: Menu Subject to Change

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SAMPLE 21-DAY BREAKFAST MENU

Breakfast Menu

K-8

Monday	Tuesday	Wednesday	Thursday	Friday
Mini Bagels with Cream Cheese 100% Fruit Juice Cup	Belgium Waffle Sticks with Turkey Sausage	Cinnamon Oatmeal with Brown Sugar and Raisins	Whole Grain Breakfast Muffin with Hard Boiled Eggs 100% Fruit Juice Cup	Yogurt Bar Low Fat Yogurt with Choice of Fruit and Grahams
Warm Cinnamon Roll & Hard Boiled Egg Strawberry Dried Cranberries	Whole Grain Biscuit with Chicken Sausage Applesauce	Cinnamon Oatmeal with Brown Sugar and Raisins	Buttermilk Pancakes With Cheese Stick 100% Fruit Juice Cup	Yogurt Bar Low Fat Yogurt with Choice of Fruit and Grahams
Mini Bagels with Cream Cheese 100% Fruit Juice Cup	Belgium Waffle Sticks with Turkey Sausage	Cinnamon Oatmeal with Brown Sugar and Raisins	French Toast Sticks With Cheese Stick 100% Fruit Juice Cup	Yogurt Bar Low Fat Yogurt with Choice of Fruit and Grahams
Warm Cinnamon Roll & Hard Boiled Egg Strawberry Dried Cranberries	Whole Grain Biscuit with Chicken Sausage Applesauce	Cinnamon Oatmeal with Brown Sugar and Raisins	Buttermilk Pancakes With Turkey Sausage 100% Fruit Juice Cup	Yogurt Bar Low Fat Yogurt with Choice of Fruit and Grahams

Daily Breakfast Offerings

Assorted Fresh or Dried Fruit, String Cheese, Grahams, Whole Grain Cereal and Assorted Milk

This Institution is an Equal Opportunity Provider.

High School Breakfast Menu

Monday	Tuesday	Wednesday	Thursday	Friday
Warm Cinnamon Roll with Hard Boiled Egg	Breakfast Tacos WG Tortillas with Scrambled Eggs, Cheese, and Salsa	Cinnamon Oatmeal with Brown Sugar and Raisins	English Muffin Breakfast Sandwich Egg, Cheese, Muffin	Yogurt Bar Low Fat Yogurt with Choice of Fruit and Granola
Mini Bagel with Cinnamon Cream Cheese	French Toast Sticks With Breakfast Potatoes	Breakfast Burrito Whole Grain Tortilla, Eggs, Cheese, and Salsa	Buttermilk Pancakes with Chicken Sausage	Yogurt Bar Low Fat Yogurt with Choice of Fruit and Granola
Warm Cinnamon Roll with Hard Boiled Egg	Belgium Waffle Sticks With Chicken Sausage	Cinnamon Oatmeal With Brown Sugar and Raisins	Breakfast Flatbread Eggs, Cheese and Turkey Bacon	Yogurt Bar Low Fat Yogurt with Choice of Fruit and Granola
Whole Grain Breakfast Muffin with Cheese Stick	Chicken Biscuit Sandwich Whole Grain Biscuit with Crispy Chicken	Breakfast Burrito Whole Grain Tortilla, Eggs, Cheese, and Salsa	Buttermilk Pancakes with Chicken Sausage	Yogurt Bar Low Fat Yogurt with Choice of Fruit and Granola

Daily Breakfast Offerings

Assorted Fresh or Dried Fruit, String Cheese, Assorted Grahams, Whole Grain Cereal and Assorted Milk

Note: Menu Subject to Change
This Institution is an Equal Opportunity Provider.

SAMPLE 21 DAY SNACK MENU

Snack Menu

Monday	Tuesday	Wednesday	Thursday	Friday
Cinnamon Graham Crackers 1% Milk	Clementine Orange Cheddar Cheese Stick	Whole Grain Banana Muffin Fat Free Chocolate Milk	Whole Grain Cheese Crackers Apple Slices	Carrot Sticks with Ranch 100% Fruit Juice Cup
Applesauce Cup Graham Crackers	Vanilla Yogurt Cup Graham Crackers	Mozzarella Cheese Stick Apple Slices	Whole Grain Blueberry Muffin 1% Milk	Whole Grain Pretzels 100% Fruit Juice Cup
Graham Crackers Mozzarella Cheese Stick	Mixed Fruit Cup Whole Grain Cheese Crackers	Animal Crackers Banana	Apple Slices Soy Butter Cup	Oatmeal Bar Fat Free Chocolate Milk
Applesauce Cup Graham Crackers	Whole Grain Cheese Crackers 100% Fruit Juice Cup	Cheddar Cheese Stick Broccoli & Ranch	Whole Grain Apple Cinnamon Muffin 1% Milk	Whole Grain Pretzels 100% Fruit Juice Cup

This Institution is an Equal Opportunity Provider.

After School Supper Menu

Monday	Tuesday	Wednesday	Thursday	Friday
Sunflower butter and Jelly Sandwich 100% Fruit Juice Cup Apple Broccoli & Ranch Choice of Milk	Cheeseburger Baked Tater Tots Dried Cranberries Banana Carrot Sticks Choice of Milk	Turkey and Cheese Wrap Cucumber Slices Cherry Tomatoes 100% Fruit Juice Cup Choice of Milk	All Natural Turkey Hot Dog BBQ Baked Beans Orange Slices Pepper Slices Choice of Milk	Cheese or Pepperoni Pizza Slice Romaine Salad Applesauce 100% Fruit Juice Cup Choice of Milk
Yogurt, String Cheese, & Bagel 100% Fruit Juice Cup Apple Broccoli & Ranch Choice of Milk	Chicken Nuggets Mashed Potatoes Dried Cranberries Banana Carrot Sticks Choice of Milk	Italian Sub Sandwich Cucumber Slices Cherry Tomatoes 100% Fruit Juice Cup Choice of Milk	Walking Taco Seasoned Black Beans Orange Slices Pepper Slices Choice of Milk	Cheese or Pepperoni Pizza Slice Romaine Salad Applesauce 100% Fruit Juice Cup Choice of Milk
Grilled Chicken Salad 100% Fruit Juice Cup Apple Broccoli & Ranch Choice of Milk	Penne Pasta with Meat Sauce Dried Cranberries Banana Carrot Sticks Choice of Milk	Yogurt Bistro Box Cucumber Slices Cherry Tomatoes 100% Fruit Juice Cup Choice of Milk	Chicken Corndog BBQ Baked Beans Orange Slices Pepper Slices Choice of Milk	Cheese or Pepperoni Pizza Slice Romaine Salad Applesauce 100% Fruit Juice Cup Choice of Milk
Chef Salad 100% Fruit Juice Cup Apple Broccoli & Ranch Choice of Milk	Chicken Sandwich Roasted Potatoes Dried Cranberries Banana Carrot Sticks Choice of Milk	Turkey and Cheese Sub Cucumber Slices Cherry Tomatoes 100% Fruit Juice Cup Choice of Milk	Cheesy Nachos Refried Beans Orange Slices Pepper Slices Choice of Milk	Cheese or Pepperoni Pizza Slice Romaine Salad Applesauce 100% Fruit Juice Cup Choice of Milk
Yogurt Parfait 100% Fruit Juice Cup Apple Broccoli & Ranch Choice of Milk	Cheese Breadsticks Steamed Corn Dried Cranberries Banana Carrot Sticks Choice of Milk	Hummus Bistro Box Cucumber Slices Cherry Tomatoes 100% Fruit Juice Cup Choice of Milk	Popcorn Chicken Mixed Bean Salad Orange Slices Pepper Slices Choice of Milk	Cheese or Pepperoni Pizza Slice Romaine Salad Applesauce 100% Fruit Juice Cup Choice of Milk

MENU SUBJECT TO CHANGE

Milk is Offered with Every Meal! Choices Include: Fat Free Chocolate, Fat Free Strawberry, and Low Fat White

Supper Includes: Entrée (Grain and Meat/Meat Alternative), Two Servings of Fruits or Vegetables, One Milk

This Institution is an Equal Opportunity Provider

SAMPLE 10 DAY SEAMLESS SUMMER OPTION MENU

This menu must be used for the first 10 days of Seamless Summer Option operation.

Seamless Summer Option Menu Breakfast Menu

Monday	Tuesday	Wednesday	Thursday	Friday
WG Bagel and Cream Cheese Assorted Fresh Fruit 100% Fruit Juice Milk	WG Assorted Muffin Cheese Stick Assorted Fresh Fruit Dried Fruit Milk	WG Breakfast Bar Assorted Fresh Fruit 100% Fruit Juice Milk	Yogurt Cup Graham Crackers Assorted Fresh Fruit Applesauce Milk	WG Cinnamon Roll Assorted Fresh Fruit 100% Fruit Juice Milk

*Assorted Cereal will be Available on a Daily Basis

Lunch Menu

Monday	Tuesday	Wednesday	Thursday	Friday
Cheeseburger Romaine Salad Carrots 100% Fruit Juice Fresh Fruit Milk	Chicken Nuggets WG Dinner Roll Grape Tomatoes Cucumber Slices Fresh Fruit Milk	Pepperoni or Cheese WG Pizza Slice Romaine Salad Fresh Fruit 100% Fruit Juice Applesauce Milk	Turkey Hotdog BBQ Baked Beans Dried Cranberries Assorted Fresh Fruit Milk	Turkey Sub Sandwiches Baked Cheddar Chips Fresh Fruit 100% Fruit Juice Milk
Monday	Tuesday	Wednesday	Thursday	Friday
Chicken Sandwich Romaine Salad Carrots 100% Fruit Juice Fresh Fruit Milk	Taco Tuesday Beef Taco Meat Cheese Sauce WG Tortilla Chips Refried Beans Grape Tomatoes Cucumber Slices Fresh Fruit Milk	Pepperoni or Cheese WG Pizza Slice Romaine Salad Fresh Fruit 100% Fresh Fruit Apple Sauce Milk	Boneless Wings WG Bread Stick Spiral Fries Grape Tomatoes Cucumber Slices Fresh Fruit Milk	Turkey Sub Sandwiches Baked Cheddar Chips Fresh Fruit 100% Fruit Juice Milk

*Sunflower/Jelly Sandwiches Available for a Vegetarian Option on a Daily Basis

LABOR WORKSHEET - SFA
(To be completed by SFA for SFA employees)
Pay rates for the year 2018-2019

SITE OR SCHOOL	JOB TITLE	HOURLY RATE (\$)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE (\$)	Unemployment Compensation	Subject to Employment by	
							SFA	FSMC
CLEVELAND HEIGHTS HIGH	Cook Manager	18.84	8	195	\$ 29,390.40		X	
CLEVELAND HEIGHTS HIGH	Assistant Cook	11.78	6	195	\$ 13,782.60		Vacant	
CLEVELAND HEIGHTS HIGH	Assistant Cook	11.78	6	195	\$ 13,782.60		X	
CLEVELAND HEIGHTS HIGH	Assistant Cook	15.55	5.5	195	\$ 16,677.38		X	
CLEVELAND HEIGHTS HIGH	Assistant Cook	14.25	4.5	195	\$ 12,504.38		X	
CLEVELAND HEIGHTS HIGH	Assistant Cook	11.78	4	195	\$ 9,188.40		X	
CLEVELAND HEIGHTS HIGH	Assistant Cook	11.78	4	195	\$ 9,188.40		Vacant	
CLEVELAND HEIGHTS HIGH	Assistant Cook	11.78	4	195	\$ 9,188.40		X	
CLEVELAND HEIGHTS HIGH	Assistant Cook	11.78	4	195	\$ 9,188.40		Vacant	
CLEVELAND HEIGHTS HIGH	Assistant Cook	11.78	5	195	\$ 11,485.50		Vacant	
CLEVELAND HEIGHTS HIGH	Assistant Cook	11.78	5	195	\$ 11,485.50		Vacant	
CLEVELAND HEIGHTS HIGH	Assistant Cook	14.25	1.5	195	\$ 4,168.13		X	
HEIGHTS MIDDLE	Cook Manager	18.74	8	195	\$ 29,234.40		X	
HEIGHTS MIDDLE	Assistant Cook	15.15	6	195	\$ 17,725.50		X	
HEIGHTS MIDDLE	Assistant Cook	15.15	6	195	\$ 17,725.50		X	
HEIGHTS MIDDLE	Assistant Cook	15.65	6	195	\$ 18,310.50		X	
HEIGHTS MIDDLE	Assistant Cook	15.55	4	195	\$ 12,129.00		X	
BOULEVARD ELEMENTARY	Assistant Cook	12.13	4	195	\$ 9,461.40		X	
BOULEVARD ELEMENTARY	Assistant Cook	11.78	3	195	\$ 6,891.30		X	
BOULEVARD ELEMENTARY	Assistant Cook	15.65	1.5	195	\$ 4,577.63		X	
BOULEVARD ELEMENTARY	Assistant Cook	11.78	1	195	\$ 2,297.10		Vacant	
CANTERBURY ELEMENTARY	Assistant Cook	15.3	4	195	\$ 11,934.00		X	
CANTERBURY ELEMENTARY	Assistant Cook	11.78	3	195	\$ 6,891.30		X	
Middle School positions will need to be doubled for 2019-2020								

LABOR WORKSHEET - SFA
(To be completed by SFA for SFA employees)
Pay rates for the year 2018-2019

SITE OR SCHOOL	JOB TITLE	HOURLY RATE (\$)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE (\$)	Unemployment Compensation	Employed by	
							SFA	FSMC
CANTERBURY ELEMENTARY	Assistant Cook	15.3	1.5	195	\$ 4,475.25		x	
CANTERBURY ELEMENTARY	Assistant Cook	11.78	1	195	\$ 2,297.10		x	
FAIRFAX ELEMENTARY	Assistant Cook	11.78	4	195	\$ 9,188.40		Vacant	
FAIRFAX ELEMENTARY	Assistant Cook	11.78	3	195	\$ 6,891.30		Vacant	
FAIRFAX ELEMENTARY	Assistant Cook	11.78	1.5	195	\$ 3,445.65		Vacant	
FAIRFAX ELEMENTARY	Assistant Cook	11.78	1	195	\$ 2,297.10		x	
GEARITY ELEMENTARY	Assistant Cook	13.9	4	195	\$ 10,842.00		x	
GEARITY ELEMENTARY	Assistant Cook	11.78	3	195	\$ 6,891.30		x	
GEARITY ELEMENTARY	Assistant Cook	13.9	1.5	195	\$ 4,065.75		x	
GEARITY ELEMENTARY	Assistant Cook	11.78	1	195	\$ 2,297.10		x	
NOBLE ELEMENTARY	Assistant Cook	15.3	4	195	\$ 11,934.00		x	
NOBLE ELEMENTARY	Assistant Cook	15.3	3	195	\$ 8,950.50		x	
NOBLE ELEMENTARY	Assistant Cook	15.3	1.5	195	\$ 4,475.25		x	
NOBLE ELEMENTARY	Assistant Cook	15.3	1	195	\$ 2,983.50		x	
OXFORD ELEMENTARY	Assistant Cook	11.78	4	195	\$ 9,188.40		Vacant	
OXFORD ELEMENTARY	Assistant Cook	15.3	3	195	\$ 8,950.50		x	
OXFORD ELEMENTARY	Assistant Cook	11.78	1.5	195	\$ 3,445.65		Vacant	
OXFORD ELEMENTARY	Assistant Cook	11.78	1	195	\$ 2,297.10		Vacant	
ROXBORO ELEMENTARY	Assistant Cook	13.18	4	195	\$ 10,280.40		x	
ROXBORO ELEMENTARY	Assistant Cook	15.3	3	195	\$ 8,950.50		x	
ROXBORO ELEMENTARY	Assistant Cook	13.18	1.5	195	\$ 3,855.15		x	
ROXBORO ELEMENTARY	Assistant Cook	11.78	1	195	\$ 2,297.10		x	
		606.63	154					
Total Labor					\$417,506.70			
Retirement					\$ 75,151.21			

****Substitute services not handled in-house***

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

SITE OR SCHOOL	JOB TITLE	HOURLY RATE (\$)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE (\$)	Unemployment Compensation
Total Labor					\$	
Retirement					\$	
Substitute Pay					\$	

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

FRINGE BENEFIT COST WORKSHEET - SFA
(To be completed by SFA for SFA employees)
List Annual Cost for the Year 2018-2019 Board Contributions

EMPLOYEE NAME	HOSPITALIZATION (Medical)	DENTAL	VISION	PRESCRIPTION	LIFE	RETIRE- MENT \$	OTHER ¹ medicare \$	TOTAL \$
Brasfield, Shirley (5.5/5.5) <u>S</u>				\$		\$2,297.30	\$237.93	\$9,280.14
Bunton-Eddie, Jacqueline (3/8)					Not eligible (Food Service hours <3.75)	\$964.78	\$99.92	\$1,064.71
Clark, Shayla (6/6)					Not enrolled in CHUH benefits	\$1,929.56	\$199.85	\$2,129.41
Foster, Cynthia (1.5/8)					Not eligible (Food Service hours <3.75)	\$640.87	\$66.38	\$707.24
Freeman, Angela (5.5/5.5) <u>S</u>				\$		\$2,334.83	\$241.82	\$9,321.56
Goodson, Felicia (5/5)					Not enrolled in CHUH benefits	\$1,607.97	\$166.54	\$1,774.51
Holmes, Carol (5.5/5.5) <u>S</u>				\$		\$2,297.30	\$237.93	\$9,280.14
Jennings, Carol (6/6) <u>S</u>				\$		\$2,547.09	\$263.81	\$10,373.37
Johnson, Deborah (5.5/5.5) <u>S</u>				\$		\$1,978.98	\$204.97	\$8,928.85
Miller, Jeanine (5.5/5.5) <u>S</u>				\$		\$2,087.09	\$216.16	\$9,048.16
Mills, Janell (4/4)					Not enrolled in CHUH benefits	\$1,286.38	\$133.23	\$1,419.61
Reed, Lakeisha (5/5)					Not enrolled in CHUH benefits	\$1,607.97	\$166.54	\$1,774.51
Russell, Sylveta (6/6) <u>S</u>				\$		\$2,563.47	\$265.50	\$10,391.44
Sakacs, Maria (4/4)					Not enrolled in CHUH benefits	\$1,698.06	\$175.87	\$1,873.93
Smith, Roy (3/3)					Not eligible (Food Service hours <3.75)	\$1,253.07	\$129.78	\$1,382.85
Sparks, Vanessa (3/8)					Not eligible (Food Service hours <3.75)	\$964.78	\$99.92	\$1,064.71
Swanson, Rosa (5/5)					Not enrolled in CHUH benefits	\$1,607.97	\$166.54	\$1,774.51
Tabak, Barbara (8/8) <u>E</u>				\$		\$4,092.82	\$423.90	\$30,409.03
Taylor, Azalee (4/4)					Not enrolled in CHUH benefits	\$1,670.76	\$173.04	\$1,843.80
Walker, Melanice (4/6) <u>S</u>				\$		\$1,324.60	\$137.19	\$6,571.56
Watts, Brenda (8/8) <u>E</u>				\$		\$4,114.66	\$426.16	\$30,433.14
Williams, Jacqueline (6/6)					Not enrolled in CHUH benefits	\$2,547.09	\$263.81	\$2,810.90
Williams-Harris, Tamelita (3/8)					Not eligible (Food Service hours <3.75)	\$1,253.07	\$129.78	\$1,382.85
Young, Darlene (6/6)					Not enrolled in CHUH benefits	\$2,334.15	\$241.75	\$2,575.90
				\$		\$47,004.59	\$4,868.33	\$157,616.84

FRINGE BENEFIT COST WORKSHEET - SFA

(To be completed by SFA for SFA employees)

List Annual Cost for the Year 2018-2019 Employee Contributions

	HOSPITALIZATION (Medical)	DENTAL	VISION	PRESCRIPTION	LIFE	RETIRE- MENT	OTHER ¹ medicare	TOTAL
Brasfield, Shirley (5.5/5.5) <u>S</u>		\$3,735.73-			0	\$656.37	\$237.93	\$4,630.03
Bunton-Eddie, Jacqueline (3/8)	Not eligible (Food Service hours <3.75)				0	\$275.65	\$99.92	\$375.58
Clark, Shayla (6/6)	Not enrolled in CHUH benefits				0	\$551.30	\$199.85	\$751.15
Foster, Cynthia (1.5/8)	Not eligible (Food Service hours <3.75)				0	\$183.11	\$66.38	\$249.48
Freeman, Angela (5.5/5.5) <u>S</u>		\$3,735.73			0	\$667.10	\$241.82	\$4,644.65
Goodson, Felicia (5/5)	Not enrolled in CHUH benefits				0	\$459.42	\$166.54	\$625.96
Holmes, Carol (5.5/5.5) <u>S</u>		\$3,735.73			0	\$656.37	\$237.93	\$4,630.03
Jennings, Carol (6/6) <u>S</u>		\$2,856.73			0	\$727.74	\$263.81	\$3,848.28
Johnson, Deborah (5.5/5.5) <u>S</u>		\$3,735.73			0	\$565.42	\$204.97	\$4,506.12
Miller, Jeanine (5.5/5.5) <u>S</u>		\$3,735.73			0	\$596.31	\$216.16	\$4,548.20
Mills, Janell (4/4)	Not enrolled in CHUH benefits				0	\$367.54	\$133.23	\$500.77
Reed, Lakeisha (5/5)	Not enrolled in CHUH benefits				0	\$459.42	\$166.54	\$625.96
Russell, Sylveta (6/6) <u>S</u>		\$2,856.73			0	\$732.42	\$265.50	\$3,854.65
Sakacs, Maria (4/4)	Not enrolled in CHUH benefits				0	\$485.16	\$175.87	\$661.03
Smith, Roy (3/3)	Not eligible (Food Service hours <3.75)				0	\$358.02	\$129.78	\$487.80
Sparks, Vanessa (3/8)	Not eligible (Food Service hours <3.75)				0	\$275.65	\$99.92	\$375.58
Swanson, Rosa (5/5)	Not enrolled in CHUH benefits				0	\$459.42	\$166.54	\$625.96
Tabak, Barbara (8/8) <u>E</u>		\$1,700.00			0	\$1,169.38	\$423.90	\$3,293.27
Taylor, Azalee (4/4)	Not enrolled in CHUH benefits				0	\$477.36	\$173.04	\$650.40
Walker, Melanice (4/6) <u>S</u>		\$5,109.78			0	\$378.46	\$137.19	\$5,625.43
Watts, Brenda (8/8) <u>E</u>		\$1,700.00			0	\$1,175.62	\$426.16	\$3,301.78
Williams, Jacqueline (6/6)	Not enrolled in CHUH benefits				0	\$727.74	\$263.81	\$991.55
Williams-Harris, Tamelita (3/8)	Not eligible (Food Service hours <3.75)				0	\$358.02	\$129.78	\$487.80
Young, Darlene (6/6)	Not enrolled in CHUH benefits				0	\$666.90	\$241.75	\$908.65
		\$32,901.89			\$0.00	\$13,429.88	\$4,868.33	\$51,200.11

FRINGE BENEFITS- EMPLOYEE PAID

EMPLOYEE NAME (FS hours)/(Other CHUH job hours)	HOSPITALIZATION (Medical)	DENTAL	VISION	PRESCRIPTION	LIFE	RETIRE- MENT	OTHER ¹ medicare	TOTAL
		\$			\$	\$	\$	\$
Brasfield, Shirley (5.5/5.5) <u>S</u>		\$3,735.73			0	\$656.37	\$237.93	\$4,630.03
Bunton-Eddie, Jacqueline (3/8)	Not eligible (Food Service hours <3.75)				0	\$275.65	\$99.92	\$375.58
Clark, Shayla (6/6)	Not enrolled in CHUH benefits				0	\$551.30	\$199.85	\$751.15
Foster, Cynthia (1.5/8)	Not eligible (Food Service hours <3.75)				0	\$183.11	\$66.38	\$249.48
Freeman, Angela (5.5/5.5) <u>S</u>		\$3,735.73			0	\$667.10	\$241.82	\$4,644.65
Goodson, Felicia (5/5)	Not enrolled in CHUH benefits				0	\$459.42	\$166.54	\$625.96
Holmes, Carol (5.5/5.5) <u>S</u>		\$3,735.73			0	\$656.37	\$237.93	\$4,630.03
Jennings, Carol (6/6) <u>S</u>		\$2,856.73			0	\$727.74	\$263.81	\$3,848.28
Johnson, Deborah (5.5/5.5) <u>S</u>		\$3,735.73			0	\$565.42	\$204.97	\$4,506.12
Miller, Jeanine (5.5/5.5) <u>S</u>		\$3,735.73			0	\$596.31	\$216.16	\$4,548.20
Mills, Janell (4/4)	Not enrolled in CHUH benefits				0	\$367.54	\$133.23	\$500.77
Reed, Lakeisha (5/5)	Not enrolled in CHUH benefits				0	\$459.42	\$166.54	\$625.96
Russell, Sylveta (6/6) <u>S</u>		\$2,856.73			0	\$732.42	\$265.50	\$3,854.65
Sakacs, Maria (4/4)	Not enrolled in CHUH benefits				0	\$485.16	\$175.87	\$661.03
Smith, Roy (3/3)	Not eligible (Food Service hours <3.75)				0	\$358.02	\$129.78	\$487.80
Sparks, Vanessa (3/8)	Not eligible (Food Service hours <3.75)				0	\$275.65	\$99.92	\$375.58
Swanson, Rosa (5/5)	Not enrolled in CHUH benefits				0	\$459.42	\$166.54	\$625.96
Tabak, Barbara (8/8) <u>E</u>		\$1,700.00			0	\$1,169.38	\$423.90	\$3,293.27
Taylor, Azalee (4/4)	Not enrolled in CHUH benefits				0	\$477.36	\$173.04	\$650.40
Walker, Melanice (4/6) <u>S</u>		5109.78			0	\$378.46	\$137.19	\$5,625.43
Watts, Brenda (8/8) <u>E</u>		\$1,700.00			0	\$1,175.62	\$426.16	\$3,301.78
Williams, Jacqueline (6/6)	Not enrolled in CHUH benefits				0	\$727.74	\$263.81	\$991.55
Williams-Harris, Tamelita (3/8)	Not eligible (Food Service hours <3.75)				0	\$358.02	\$129.78	\$487.80
Young, Darlene (6/6)	Not enrolled in CHUH benefits				0	\$666.90	\$241.75	\$908.65
		\$32,901.89			\$0.00	\$13,429.88	\$4,868.33	\$51,200.11

If Workers' Compensation cost is charged to food service, what is percentage? _____%

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

FRINGE BENEFIT COST WORKSHEET - FSMC

(To be completed by FSMC for FSMC employees)

List Annual Cost for the Year _____ - _____

EMPLOYEE NAME	HOSPITALIZATION (Medical) \$	DENTAL \$	VISION \$	LONGEVITY OR ANNUITY \$	LIFE \$	RETIRE- MENT \$	OTHER ¹ \$	TOTAL \$
TOTAL COSTS	\$	\$	\$	\$	\$	\$	\$	\$

¹ Include Paid Time Off (PTO), Holiday pay and Sick pay
 If Workers' Compensation cost is charged to food service, what is percentage? _____%
NOTE: Use actual rates for FSMC; do not use a prorated statewide average benefit rate.

PROJECTED OPERATIONS - REVENUE
FOR PROGRAMS AND SITES TO BE CONTRACTED

Based on 175 days of service
 Page 1 - In-School Revenue

	Meals	x	Price	=	Total
Breakfast					
Elementary Full Price	40435	x	\$ 0.00	=	\$
Secondary Full Price	33084	x	\$ 0.00	=	\$
Reduced Price		x	\$	=	\$
Adult	61	x	\$ 2.50	=	\$ 152.95
Subtotal Breakfast					\$ 152.95
Lunch					
Elementary Full Price	71093	x	\$ 0.00	=	\$
Secondary Full Price	76614	x	\$ 0.00	=	\$
Reduced Price		x	\$	=	\$
Adult	3930	x	\$ 3.75	=	\$ 14,736.28
Subtotal Lunch					\$ 14,736.28
After-School Care Snack					
Full Price		x	\$	=	\$
Reduced Price		x	\$	=	\$
Adult		x	\$	=	\$
Subtotal Snack					\$
Special Functions (Catering)					\$ 55,473.95
A la Carte					\$ 39,834.62
Concessions					\$
Vending					\$
Contract Meals					\$
Non-Reimbursable Meals					\$
Total In-School Revenue					\$ 110,197.80

PROJECTED OPERATIONS - REVENUE
FOR PROGRAMS AND SITES TO BE CONTRACTED

Based on 175 days of service
Page 2 - Federal Reimbursement

Meals x Price = Total

Breakfast						
Free		x	\$	=	\$	
Free, Severe Need	192292	x	\$ 2.14	=	\$	411,504.88
Reduced Price		x	\$	=	\$	
Reduced Price, Severe Need		x	\$	=	\$	
Full Price	73518	x	\$.31	=	\$	22,790.58
Subtotal Breakfast						\$ 434,295.46

Lunch						
Free	408703	x	\$ 3.39	=	\$	1,385,503.17
Reduced Price		x	\$	=	\$	
Full Price	147707	x	\$.39	=	\$	57,605.73
Subtotal Lunch						\$ 1,443,108.90

After-School Care Snack						
Free	56926	x	\$.88	=	\$	50,094.88
Reduced Price		x	\$	=	\$	
Full Price		x	\$	=	\$	
Subtotal Snack						\$ 50,094.88

Seamless Summer Option						
Breakfast	20269	x	\$ 2.14	=	\$	43,375.66
Lunch/Supper	20420	x	\$ 3.31	=	\$	67,590.20
Snacks		x	\$	=	\$	
Subtotal SSO						\$ 110,965.86

Special Milk Program	\$					
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Total Federal Reimbursement \$ 2,038,465.10

PROJECTED OPERATIONS - REVENUE
FOR PROGRAMS AND SITES TO BE CONTRACTED

Based on 175 days of service

Page 3 - Total Revenue

Total In-School Revenue	\$ 110,197.80
Total Federal Reimbursement	\$ 2,038,465.10
State Match	\$ 44,817.95
State Breakfast Match	\$ 1,352.85
Total State Reimbursement	\$ 46,170.80
Total Revenue	\$ 2,194,833.70

PROJECTED OPERATIONS - EXPENSES

FOR PROGRAMS AND SITES TO BE CONTRACTED

Based on 175 days of service
Page 1 - To be completed by FSMC

Food and Milk	
Food and milk purchases	\$
USDA donated food value	\$ 221,024.36
USDA Bonus donated food value	\$
USDA donated food Processing & Handling Charges	\$
<hr/>	
Direct Labor and Benefits	
Food service worker salaries	\$
Food service worker benefits	\$
<hr/>	
Other Direct	
Paper/disposables	\$
Cleaning/janitorial supplies	\$
Smallwares	\$
Equipment repairs	\$
Rental expenses	\$
Pest Control	\$
<hr/>	
Expendable Equipment	\$
Nonexpendable Equipment	\$
Special Functions (Catering)	\$
Contract Meals	\$
Vending	\$
Concessions	\$
Other	\$
Subtotal Expenditures	\$
<hr/>	
Less USDA donated foods value	\$
Less rebates, discounts and credits	\$
Less rebates, discounts, or credits specific to USDA donated foods	\$
Total Expenditures	\$
<hr/>	

PROJECTED OPERATIONS - EXPENDITURES
FOR PROGRAMS AND SITES TO BE CONTRACTED

Based on 175 days of service
Page 2 - To be completed by FSMC

A	Total Revenue	\$
B	Total Expenses	\$
C	FSMC Fixed Fee	\$
D	Rebates, Discounts, and Applicable Credits	\$
<hr/>		
A - B - C + D	Profit (Loss)	\$

PLEASE INCLUDE BELOW YOUR FIXED FEE CALCULATION

- Fixed Fee calculation:

MEAL EQUIVALENT INFORMATION

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

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

Currently, the Free meal reimbursement is 3.39 and the commodity allowance is .3425

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Name of Food Service Management Company

>>>>SFA NAME<<<<<

Name of School Food Authority

A. By submission of this proposal, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

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

B. Each person signing this proposal on behalf of the Proposer certifies that:

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

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

Signature of Food Service Management Company's
Authorized Representative

Title

Date

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

Signature of School Food Authority's
Authorized Representative

Title

Date

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

LOBBYING CERTIFICATION

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

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

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

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

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

STANDARD FORM -LLL

APPROVED BY OMB

**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT
TO 31 U.S.C. 1352**

(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)

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

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

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

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

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

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

UNALLOWABLE SFA-FSMC CONTRACT DOCUMENT PROVISIONS

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

