

AGENDA

BOARD OF EDUCATION • LEVITTOWN, NEW YORK

LEVITTOWN UNION FREE SCHOOL DISTRICT • TOWN OF HEMPSTEAD • LEVITTOWN, NEW YORK
www.levittownschools.com

SPECIAL MEETING

LEVITTOWN MEMORIAL EDUCATION CENTER
Wednesday, July 28, 2021

6:30 PM Meeting convenes with anticipated adjournment to Executive Session
7:30 PM Meeting reconvenes with Special Meeting

Success for Every Student

CALL TO ORDER

- A. Pledge of Allegiance
- B. Moment of Silence

I. PUBLIC BE HEARD - AGENDA ITEMS ONLY

II. CONSENT AGENDA

1. Setting the Tax Levy

Inclusive
Recommended Motion: "RESOLVED, that the following budget (\$240,495,883) of the necessary claims and expenditures in Levittown Union Free School District (#5), in the Town of Hempstead, school year 2021-2022, amounting to:

| | | |
|-------|----------------|---|
| \$ | 232,482,693 | School Purpose |
| \$ | 8,013,190 | Library Purpose |
| Total | \$ 240,495,883 | be and the same is hereby accepted; and |

BE IT FURTHER RESOLVED, that the sum of:

| | | |
|-------|----------------|---------------------|
| \$ | 149,140,845 | School Purpose |
| \$ | 7,867,690 | Library Purpose |
| Total | \$ 157,008,535 | be the remainder of |

budget adopted as above and the amount which must be raised by taxation \$149,140,845 for School Purposes and \$7,867,690 for Library Purposes; total of \$157,008,535 for the Levittown Union Free School District (#5) of the Town of Hempstead, Nassau County, New York for the year 2021-2022 be levied upon the taxable property of said school district as said property has been certified by the Assessor for the school year 2021-2022; and,

BE IT FURTHER RESOLVED, that the District Clerk of this School District be and is hereby authorized and directed, pursuant to Section 6-20.0 and amendments thereto of the Nassau County Administrative Code to file a certified copy of these resolutions with the Nassau County Legislature and the Department of Assessment, Mineola, New York, on or before August 16, 2021."

2. Budget Transfers

Enclosure

Recommended Motion: "WHEREAS, in compliance with New York State Government Accounting practices, the attached budget transfers have been prepared and recommended by the Assistant Superintendent for Business and Finance,

| <u>Code</u> | <u>Code Description</u> | <u>Amount From</u> | <u>Amount To</u> |
|--------------------|-----------------------------|--------------------|------------------|
| A2110.4600.00.0000 | Tuition Other Districts | \$32,704. | |
| A2110.4700.00.0000 | Payments to Charter Schools | | \$32,704. |

Reason: Additional student at Academy Charter School, new student at Evergreen Charter School.

| | | | |
|--------------------|-------------------------|-----------|-----------|
| A2117.2000.00.1000 | Inst Equipment/Art | \$5,850. | |
| A2120.2000.00.2000 | FAC Equipment District | | \$5,850. |
| A2117.2000.00.1000 | Inst Equipment/Art | \$27,470. | |
| A2121.2000.00.1800 | TECH Equipment District | | \$27,470. |
| A2117.4500.00.1000 | Mat/Supp/Art | \$46,825. | |
| A2120.4500.00.2000 | FACS Mat & Supp | | \$46,825. |
| A2117.4500.00.1000 | Mat/Supp/Art | \$45,610. | |
| A2121.4500.00.1800 | TECH Mat & Supp | | \$45,610. |

Reason: To adjust for new codes designated for FACS and TECH.

NOW, THEREFORE, BE IT RESOLVED, that the Levittown Board of Education does, hereby, approve the attached budget transfers."

3. Contract with Newsela

Enclosure

Recommended Motion: "RESOLVED, that the Board of Education does, hereby, approve the attached contract with Newsela to develop customized digital instructional content in science for

Grades 6 - 8 in the secondary schools from 7/1/21 through 6/30/22.

BE IT FURTHER RESOLVED, that the President of the Board of Education is, hereby, authorized to execute the contract."

4. RFP for Athletic Trainer Services

Enclosure

Recommended Motion: "RESOLVED that the Levittown Board of Education approve RFP # LPS-21-002 Athletic Trainer Services to NYU Grossman School of Medicine on behalf of NYU Langone Hospital, the proposer whose proposal met all mandatory requirements and obtained the highest composite score, inclusive of both cost and technical components as per the attached; and,

that the President of the Board of Education is, hereby, authorized to execute documents related to these contracts as necessary."

5. Emergency Contract with Chartwells

Enclosure

Recommended Motion: RESOLVED that the Levittown Board of Education approve the Type II 2021-2022 Food Service Management Company Emergency contract with Chartwells for School Food Services Management; and, that the President of the Board of Education is, hereby, authorized to execute documents related to the contract."

6. Special Education Contracts

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the attached contracts between the Levittown Public Schools and the following vendors to provide special education services as indicated:

- Debra M. Caputo/Health Safety Connection
- Zoda LLC/Mad Science

BE IT FURTHER RESOLVED that the Board of Education President is, hereby, authorized to execute the contract."

7. Schedules

Enclosure

"RECOMMENDED MOTION: That the Levittown Board of Education does, hereby, approve the following schedules:

- 1001 "Resignations/Terminations, Non-Instructional Personnel"
- 1002 "Appointments, Certified Personnel"
- 1003 "Appointments, Administrators"
- 1004 "Consultants"
- 1005 "Appointments, Non-Instructional Personnel"

AGENDA

July 28, 2021

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1006 “Salary Change, Non-Instructional Personnel”

1007 “Leave of Absence, Certified Personnel”

1008 “Summer School”

III. MOTION TO ADJOURN

Levittown Union Free School District

Business Office

REQUEST FOR BUDGET TRANSFER

To: Board of Education
 From: Dr. Christopher Dillon, Assistant Superintendent for Business
 Cc: Dr. Tonie McDonald, Superintendent
 Date: 7/13/21
 Subject: Budget Transfers over \$10,000 for BOE approval

Please authorize the following transfers for the July 29, 2020 Board of Education Meeting:

| No. | Code Description From | Code From | Amount | Code Description To | Code To |
|-----|-------------------------|-----------------|-----------|-----------------------------|-----------------|
| 1 | Tuition Other Districts | A21104600000000 | 32,704.00 | Payments to Charter Schools | A21104700000000 |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |

Reason: Additional Student at Academy Charter School, new student at Evergreen Charter School..

Requested by (print): Todd Winch

Requestor by (signature): 

REVIEWED BY: 

Assistant Superintendent for Business

Date 7/13/21

Date 7/16/21

REVIEWED BY: _____

Superintendent

Date _____

REVIEWED BY: _____

Board of Education (President)

Date _____

FOR BUSINESS OFFICE USE ONLY

COMPLETED BY: _____ BT#: _____ DATE RETURNED: _____

Attachment: Budget Transfer_7 13 21 (4281 : Budget Transfers)

Levittown Union Free School District

2.2.b

Business Office

REQUEST FOR BUDGET TRANSFER

To: Board of Education
From: Dr. Christopher Dillon, Assistant Superintendent for Business
Cc: Dr. Tonie McDonald, Superintendent
Date: July 8, 2021,
Subject: Budget Transfers over \$10,000 for BOE approval

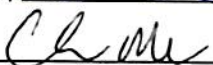
Please authorize the following transfers for the July 28, 2021 Board of Education Meeting:

| No. | Code Description From | Code From | Amount | Code Description To | Code To |
|-----|-----------------------|--------------------|-------------|-------------------------|--------------------|
| 1 | Inst Equipment/Art | A2117.2000.00.1000 | \$5,850.00 | FACS Equipment District | A2120.2000.00.2000 |
| 2 | Inst Equipment/Art | A2117.2000.00.1000 | \$27,470.00 | TECH Equipment District | A2121.2000.00.1800 |
| 3 | Mat/Supp/Art | A2117.4500.00.1000 | \$46,825 | FACS Mat & Supp | A2120.4500.00.2000 |
| 4 | Mat/Supp/Art | A2117.4500.00.1000 | \$45,610 | TECH Mat & Supp | A2121.4500.00.1800 |

Reason: To adjust for new codes designated for FACS and TECH

Requested by (print): Linda Dolecek

Requestor by (signature): 

REVIEWED BY: 
Assistant Superintendent for Business

Date: July 8, 2021

Date: July 8, 2021

REVIEWED BY: _____
Superintendent

Date: _____

REVIEWED BY: _____
Board of Education (President)

Date: _____

FOR BUSINESS OFFICE USE ONLY

COMPLETED BY: _____ BT#: _____ DATE RETURNED: _____

Attachment: Budget Transfer_7 8 21 (4281 : Budget Transfers)

Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to get a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must go to the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in Finance Manager (which can be done prior to contract approval). Once the Board of Education approves the contract, please include the date approved in the body of your Purchase Order (it streamlines the PO approval process and the audit of District payments). Thank You.

Vendor Name: Newsela

Date(s) of Service: 7/1/21-6/30/22

Description of Services: Custom ELA Collections, Grades 6-8
Newsela Science for 4 Secondary Schools
1 Virtual Learning PD

Rate for Services: \$53,994.00

Annual Estimate Cost at time of approval:

Prior Year Rate for Services:

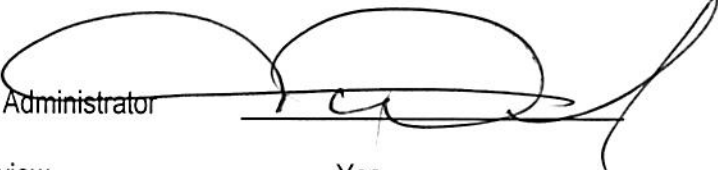

Administrator Requesting: Todd Winch, Assistant Superintendent for Instruction

| | | |
|--|------------|-----------|
| Is the contract signed by the other party: | Yes | <u>No</u> |
| Is the contract dated by the other party: | <u>Yes</u> | No |
| Are there any attachments? | Yes | <u>No</u> |

Budget Code (on purchase order): A 2110.4800-00-0000

Purchase order #

Routing:

1. Department Administrator 
2. Attorney Review Yes
3. Business Office Review 
4. Board of Education Meeting date July 28, 2021

This cover sheet should be sent to the business office OR to the superintendent's office when a contract is sent over for approval

Attachment: Newsela (4282 : Contract with Newsela)



Newsela Inc.
500 5th Ave, FL 28
New York, NY 10110

Customer Agreement

Customer Agreement No. Q-43804
Newsela Sales Rep: Elizabeth St. Onge

Contact Email: elizabeth.st.onge@newsela.com
Offer Date: July 8, 2021
Expiration Date: July 31, 2021

Billing Information:

Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon receipt of P.O.

To:

Todd Winch
Levittown Union Free School District
150 Abbey Ln
Levittown, NY 11756-4047

| Qty | Products/Services | List Price |
|-----------------------------|-------------------|--------------------|
| 1 | Newsela | \$53,994.00 |
| Contract Grand Total | | \$53,994.00 |

The subscription for the Products/Services will commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

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

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

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

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

Notes:

Custom ELA Collections grades 6-8
Newsela Science for 4 secondary schools
1 Virtual Learning PD

Purchase Order Information

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

PO Required:

PO Number:

PO Amount:

Billing Information

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

Bill-To Name: Joanne Sweeney

Bill-To Email: jsweeney@levittownschools.com

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

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:

Date of Signature:

Appendix

| School | Products/Services | License Dates |
|--|-----------------------------------|---------------------|
| LEVITTOWN UNION FREE SCHOOL DISTRICT | Individual Virtual Add-On Session | 07/01/21 - 06/30/22 |
| DIVISION AVENUE SENIOR HIGH SCHOOL | Newsela Science | 07/01/21 - 06/30/22 |
| GEN DOUGLAS MACARTHUR SENIOR HIGH SCHOOL | Newsela Science | 07/01/21 - 06/30/22 |
| JONAS E SALK MIDDLE SCHOOL | Multi-Grade ELA Custom Collection | 07/01/21 - 06/30/22 |
| JONAS E SALK MIDDLE SCHOOL | Newsela Science | 07/01/21 - 06/30/22 |
| WISDOM LANE MIDDLE SCHOOL | Multi-Grade ELA Custom Collection | 07/01/21 - 06/30/22 |
| WISDOM LANE MIDDLE SCHOOL | Newsela Science | 07/01/21 - 06/30/22 |



LEVITTOWN PUBLIC SCHOOLS

Bonnie Pampinella
Purchasing Agent
150 Abbey Lane
Levittown, NY 11756



Memorandum

TO: Dr Christopher Dillon, Assistant Superintendent for Business and Finance
FROM: Bonnie Pampinella, Purchasing Agent
DATE: July 23, 2021
SUBJECT: RFP #LPS-21-002 Athletic Trainer Services

1. Newspaper Advertisements & Date:
Levittown Tribune – June 23, 2021
Seaford Herald – June 24, 2021
Wantagh Herald – June 24, 2021
Newsday – June 18, 2021
2. Closing Date:
July 8, 2021 @ 10:00 AM
3. Proposals Reviewed by:
Keith Snyder – Director of Phys Ed & Athletics
Dr. Chris Dillon – Assistant Sup. Business & Finance
Bonnie Pampinella – Purchasing Agent
Lori Gunn – Purchasing Account Clerk
4. Invitations:
Invitations were sent out to a total of thirty-four (34) vendors. The request for proposals was also advertised in the aforementioned newspapers to allow for submissions from additional service providers.
5. Proposals received:
A total of four (4) proposals were received. The proposals were opened privately and were reviewed for completeness and prior experience. Tabulations and scorecards from each evaluator along with full copies of the proposals received from each proposer are available for Board of Education review in the Office of Purchasing.
6. Recommendation:
That award be made to NYU Grossman School of Medicine on behalf of NYU Langone Hospital, the proposer whose proposal met all mandatory requirements and obtained the highest composite score, inclusive of both cost and technical components.

Attachment: RFP#LPS-21-002 Athletic Trainer Services_EVAL (4290 : RFP for Athletic Trainer Services)


Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to get a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must go to the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in NVision (which can be done prior to contract approval). Once the Board of Education approves the contract, please include the date approved in the body of your Purchase Order (it streamlines the PO approval process and the audit of District payments). Thank You.

| | |
|--|--|
| Vendor Name: | Chartwells |
| Date(s) of Service: | 2021-2022 |
| Description of Services: | Type II 2021-2022 Food Service Agreement |
| Rate for Services: | N/A |
| Annual Estimate Cost at time of approval: | N/A |
| Prior Year Rate for Services: | N/A |
| Administrator Requesting: | Dr. Christopher Dillon |
| Is the contract signed by the other party: | Yes No |
| Is the contract dated by the other party: | Yes No |
| Are there any attachments? | Yes No |
| Budget Code (on purchase order): | C Fund |
| Purchase order # | |

Routing:

- | | |
|------------------------------------|---|
| 1. Department Administrator | _____ |
| 2. Attorney Review | _____ |
| 3. Business Office Review | _____  |
| 4. Board of Education Meeting date | _____ |

PLEASE RETURN TO: BUSINESS OFFICE

This cover sheet should be sent to the Business Office or to the Superintendent's Office when a contract is sent over for approval

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

| | | |
|-------------------------------|---|-------------------------------------|
| Date Received SED Use Only | The University of the State of New York NEW YORK STATE EDUCATION DEPARTMENT Child Nutrition Programs Administration 89 Washington Avenue, Room 375 EBA Albany, NY 12234 Telephone: (518) 473-8781 Fax: (518) 473-0018 Web Address: www.cn.nysed.gov | Docutrax Stamp Here SED Use Only |
|-------------------------------|---|-------------------------------------|

TYPE II 2021-2022 Food Service Management Company Emergency Contract

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

School Food Authority: Levittown Union Free School District

LEA Code: 280205030000

Program(s) – Please check all that apply:

- ☒ National School Lunch Program
- ☒ School Breakfast Program
- ☐ Afterschool Snack Program
- ☐ Summer Food Service Program

SFA Contract Manager Information:

SFA Contract Manager: Dr. Christopher Dillon

Title: Assistant Superintendent for Business & Finance

Phone Number: 516-434-7007

Email: cdillon@levittownschools.com

Food Service Management Company Information:

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

Bid Price: \$1829885.48

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

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| | |
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TYPE II 2021-2022 Food Service Management Company Contract Checklist

** Required - Fill out this form completely, sign and return it with the entire packet for all pre-bids or executed contracts.*

Ensure that your packet contains all the items required by checking each one to certify that they are included in the bid documents submitted. The items below indicated by an asterisk (*), must be completed and submitted with the pre-bid. Complete Pre-bid Contracts must be emailed to cn@nysed.gov 30 days prior to letting bids.

REQUIRED FORMS

- | | |
|---|---|
| <input checked="" type="checkbox"/> SFA Amendments - Form #1 & Form 1A <input checked="" type="checkbox"/> (submit only if changing SED prototype with any additions and/or deletions) * <input checked="" type="checkbox"/> Cover Page – Form #2 <input checked="" type="checkbox"/> Bid Summary – Form #3 <input type="checkbox"/> Board Minutes (if not lowest bidder) – Form #4 | <input checked="" type="checkbox"/> Preparation of Bid Specifications – Form #8 <input checked="" type="checkbox"/> Certificate of Insurance – Form #9 <input checked="" type="checkbox"/> Performance Security (if applicable) – Form #10 <input type="checkbox"/> SFSP Site List – Form #11A and B |
|---|---|

AGREEMENT SECTION

- | | |
|---|--|
| <input checked="" type="checkbox"/> Agreement Section (Date of Agreement/SFA/FSMC names) <input checked="" type="checkbox"/> Agreement Section (Awarded FSMC submitted proposal date) <input checked="" type="checkbox"/> Circle Responsible Part (See Table of Contents) * <input checked="" type="checkbox"/> Complete All Required Blanks (See Table of Contents) * | <input checked="" type="checkbox"/> Term of Contract (MM/DD/YYYY) * <input checked="" type="checkbox"/> Original Signature of Board President and Date <input checked="" type="checkbox"/> Original Signature of FSMC/Title and Date <input checked="" type="checkbox"/> Original Corporate Affidavit for FSMC signing contract |
|---|--|

BID SPECIFICATION SECTION

- | | |
|--|---|
| <input checked="" type="checkbox"/> Indicate Child Nutrition Programs currently participating in* <input checked="" type="checkbox"/> Specify any Child Nutrition Program SFA anticipates entering* <input checked="" type="checkbox"/> Prior year's participating and meal pricing information* <input checked="" type="checkbox"/> Insert student and adult meals and a la Carte prices* <input checked="" type="checkbox"/> Specify meal service locations and times* <input checked="" type="checkbox"/> Specify additional non-nutritious foods (if applicable)* | <input checked="" type="checkbox"/> Food Based Menu Plan and Implementation Timeline <input checked="" type="checkbox"/> Purchase Specifications <input checked="" type="checkbox"/> Performance Security (See Table of Contents) * <input checked="" type="checkbox"/> Select Bid Option 1 or 2* <input checked="" type="checkbox"/> Attach applicable information in Schedules A – I* <input checked="" type="checkbox"/> Original signatures on Non-Collusive Bid Statement |
|--|---|

I certify that the above items have been checked for accuracy and are included in the agreement and bid specifications submitted for review.

Signature: _____ Title: Assistant Superintendent for Bu
 Printed Name: Christopher Dillon Date: 7/22/2021

Submit the executed contract for review and approval. The final contract includes all documents included by the SFA in the invitation to bid and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e., work sheets, attachments, schedules and operating cost sheets). Omissions and inaccuracies in the contract will cause delays in approval and your receipt of reimbursement.

Complete All Blanks or Specify N/A If Not Applicable.

Please put an "X" through non-applicable sections. Do not delete page(s) from the document.

FORM #1 – 2021-2022 SFA Amendments to NYSED Prototype Contract

(This form is required for School Food Authorities altering, adding and/or deleting to sections of the NYSED Prototype Contract)

Regulations require that any changes by the SFA to the 2021-2022 SED Type II Contract Prototype be approved by SED prior to executing the contract. Therefore, any changes by the SFA to the agreement section and/or the specifications section of the SED prototype contract must be specified below on this form referencing the applicable page number and section specifying the proposed amendment. E-mail this form with the entire attached Type II contract to cn@nysed.gov for review and approval 30 days prior to letting bids. Once the amendments are approved by SED, this page must be resubmitted with the executed contract signed by the Board President and the FSMC awarded the contract agreeing to the approved amendments.

Please note: Reordering pages including additional pages and/or boilerplate attachments to the existing SED prototype contract for SED review/approval is not allowable; doing so will result in your submission being returned in its entirety unapproved.

Please complete the following information (refer to table of contents for page number, section, section name and section number).

School Food Authority: Levittown Union Free School District LEA Code: 280205030000

SFA Amendments: Submitted by: HMB Consultants Date: 07/05/2021 Phone: 702-449-5525

| | | | |
|---|---|--|---|
| 1. | The contract is amended as follows (check one): | <input type="checkbox"/> Agreement Section | <input checked="" type="checkbox"/> Bidding Requirements/Specifications |
| | SFA proposed Amendment to this section: | Page #: <u>59</u> | Section Name: <u>Schedule A</u> Section #: <u></u> |
| 21-Day Sample Menus; A-Enhancements to the multiple sections within the Agreement Section | | | |
| 2. | The contract is amended as follows (check one): | <input type="checkbox"/> Agreement Section | <input checked="" type="checkbox"/> Bidding Requirements/Specifications |
| | SFA proposed Amendment to this section: | Page #: <u>60</u> | Section Name: <u>Schedule B</u> Section #: <u></u> |
| B1- Menu Item Specifics; B2- Portion Control Listing; B3- Procurement Specifications | | | |
| 3. | The contract is amended as follows (check one): | <input type="checkbox"/> Agreement Section | <input checked="" type="checkbox"/> Bidding Requirements/Specifications |
| | SFA proposed Amendment to this section: | Page #: <u>65</u> | Section Name: <u>Schedule F</u> Section #: <u></u> |
| Chartwells' Food Safety Plan | | | |

Please use Form #1A (Continuation Sheet) if additional space is required.

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

2021-2022 Amendments to NYSED Prototype Contract Continuation Sheet(s)

FORM #1A (Continuation Sheet): Page # 2 of 2

School Food Authority: Levittown Union Free School District LEA Code: 280205030000

| | | | |
|--|---|--|---|
| 4. | The contract is amended as follows (check one): | <input type="checkbox"/> Agreement Section | <input checked="" type="checkbox"/> Bidding Requirements/Specifications |
| SFA proposed Amendment to this section: | | Page #: 66 | Section Name: Schedule G Section #: |
| G1-Staffing Requirements for the 2021-22 School Year; G2- Labor Cost Summary Form; G3- Labor Specifications; G4- CBA | | | |
| 5. | The contract is amended as follows (check one): | <input type="checkbox"/> Agreement Section | <input type="checkbox"/> Bidding Requirements/Specifications |
| SFA proposed Amendment to this section: | | Page #: 67 | Section Name: Schedule H Section #: |
| USDA Foods Direct Diversion, Brown Box and DOD Information | | | |
| 6. | The contract is amended as follows (check one): | <input type="checkbox"/> Agreement Section | <input checked="" type="checkbox"/> Bidding Requirements/Specifications |
| SFA proposed Amendment to this section: | | Page #: 68 | Section Name: Schedule I Section #: |
| I1- P & L Agreement; I2- Charge Meal Policy; I3- 2021-22 School Calendar | | | |
| 7. | The contract is amended as follows (check one): | <input type="checkbox"/> Agreement Section | <input type="checkbox"/> Bidding Requirements/Specifications |
| SFA proposed Amendment to this section: | | Page #: | Section Name: Section #: |
| | | | |
| 8. | The contract is amended as follows (check one): | <input type="checkbox"/> Agreement Section | <input type="checkbox"/> Bidding Requirements/Specifications |
| SFA proposed Amendment to this section: | | Page #: | Section Name: Section #: |
| | | | |
| 9. | The contract is amended as follows (check one): | <input type="checkbox"/> Agreement Section | <input type="checkbox"/> Bidding Requirements/Specifications |
| SFA proposed Amendment to this section: | | Page #: | Section Name: Section #: |
| | | | |
| 10. | The contract is amended as follows (check one): | <input type="checkbox"/> Agreement Section | <input type="checkbox"/> Bidding Requirements/Specifications |
| SFA proposed Amendment to this section: | | Page #: | Section Name: Section #: |
| | | | |

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

FORM #1A (Continuation Sheet): Page # of

School Food Authority: Levittown Union Free School District LEA Code: 280205030000

| | | | | |
|--|---|----------------|--|--|
| | The contract is amended as follows (check one): | | <input type="checkbox"/> Agreement Section | <input type="checkbox"/> Bidding Requirements/Specifications |
| <u>SFA proposed Amendment to this section:</u> | | <u>Page #:</u> | <u>Section Name:</u> | <u>Section #:</u> |
| | | | | |
| | The contract is amended as follows (check one): | | <input type="checkbox"/> Agreement Section | <input type="checkbox"/> Bidding Requirements/Specifications |
| <u>SFA proposed Amendment to this section:</u> | | <u>Page #:</u> | <u>Section Name:</u> | <u>Section #:</u> |
| | | | | |
| | The contract is amended as follows (check one): | | <input type="checkbox"/> Agreement Section | <input type="checkbox"/> Bidding Requirements/Specifications |
| <u>SFA proposed Amendment to this section:</u> | | <u>Page #:</u> | <u>Section Name:</u> | <u>Section #:</u> |
| | | | | |
| | The contract is amended as follows (check one): | | <input type="checkbox"/> Agreement Section | <input type="checkbox"/> Bidding Requirements/Specifications |
| <u>SFA proposed Amendment to this section:</u> | | <u>Page #:</u> | <u>Section Name:</u> | <u>Section #:</u> |
| | | | | |
| | The contract is amended as follows (check one): | | <input type="checkbox"/> Agreement Section | <input type="checkbox"/> Bidding Requirements/Specifications |
| <u>SFA proposed Amendment to this section:</u> | | <u>Page #:</u> | <u>Section Name:</u> | <u>Section #:</u> |
| | | | | |
| | The contract is amended as follows (check one): | | <input type="checkbox"/> Agreement Section | <input type="checkbox"/> Bidding Requirements/Specifications |
| <u>SFA proposed Amendment to this section:</u> | | <u>Page #:</u> | <u>Section Name:</u> | <u>Section #:</u> |
| | | | | |
| | The contract is amended as follows (check one): | | <input type="checkbox"/> Agreement Section | <input type="checkbox"/> Bidding Requirements/Specifications |
| <u>SFA proposed Amendment to this section:</u> | | <u>Page #:</u> | <u>Section Name:</u> | <u>Section #:</u> |
| | | | | |

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

Form #2 – Cover Page*(This form is required for all executed contracts)***FOR:**

School Food Authority Name: Levittown Union Free School District

LEA Code: 280205030000

Street Address: 150 Abbey Lane

City, State, Zip: Levittown, NY 11756

Telephone Number: 516.434.7007

Superintendent/ CEO Name: Dr. Tonie McDonald

Email Address: TMcDonald@levittownschoools.com

SUBMITTED BY:

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

Street Address: 2 International Drive

City, State, Zip: Rye Brook, NY 10573

Telephone Number: (914) 935-5300

NYSED USE ONLY

| | |
|----------------|----------------|
| NYSED Reviewed | |
| Date: _____ | Initial: _____ |

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

Form #3 – BID SUMMARY FORM

School Food Authority: Levittown Union Free School District LEA Code: 280205030000

- 1) List the names of each Food Service Management Company submitting a sealed bid and the bid amount (use this form even if only one bid was received) and check the company awarded the bid. Submit this form with the signed contract.

| FSMC Name | Bid Amount | Contract Awarded (check) |
|-----------|------------|-------------------------------------|
| | 1829885.48 | <input checked="" type="checkbox"/> |
| | | <input type="checkbox"/> |
| | | <input type="checkbox"/> |
| | | <input type="checkbox"/> |
| | | <input type="checkbox"/> |

- 2) Did the SFA award the bid to the vendor with the lowest bid amount? ☒ YES ☐ NO

If no, provide an explanation below and attach to Form #4 a signed copy of the Board of Education resolution/minutes awarding the food service contract.

- 3) If only one bid was received, provide an explanation below.

Due to this being a emergency 1-year negotiated contract contract, the SFA did not solicit other bids besides making an agreement with Chartwells.

Original Signature of SFA Representative (blue ink only)

7/22/2021

Date

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

Form #4 – Board Minutes Form

(Attach board minutes only if the lowest bidder was not awarded the FSMC contract)

School Food Authority: Levittown Union Free School District LEA Code: 280205030000

Not Applicable

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

Levittown Union Free School District

280205030000

[REDACTED]

- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

Form #6 – Debarment Option A (SFA Form)*(This form is required for all executed contracts)*

Christopher Dillon, Assistant Superintendent for Business checked the System of Award Management List on 7/22/2021
SFA Representative Name and Title Date

http://www.sam.gov and this prospective contractor

Chartwells-Compass Group,
Name of FSMC and Principal/ President of Company

Belinda Dany

was not on the list as being suspended, debarred or disqualified.

To the best of my knowledge, I certify the above information is true and correct.


Original Signature of SFA Representative (blue ink only)

7/22/2021
Date

Please Note the Following Regarding Debarment Option A or Debarment Option B:

Although we have included a list of the FSMCs that have not been debarred (with an asterisk) as a part of our annual FSMC web posting, it was based on our office checking on the Excluded Parties on the System of Award website as of January 2019. However, since, by the time the SFA goes out to bid or extend, circumstances regarding the FSMC's debarment status may have changed, it is the SFA's responsibility to check the list before submitting your contract or extension to SED for approval.

Therefore, either:

- 1) The SFA must look on the EPLS website and complete the Debarment Option A form to be submitted with the Contract/Extension packet.

OR

- 2) The FSMC must complete the Debarment Option B form to be submitted with the Contract/Extension packet.

Please note: only the Debarment Option A or Debarment Option B form must be submitted with the contract or extension - do not submit both forms.

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

Form #7 – Debarment Option B

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

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

- Checking the Excluded Parties List found at the System for Award Management www.SAM.gov;
- Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;
- Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed \$25,000 awarded by the grantee or a sub-grantee under its grant or sub-grant;
- Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-888-573-0876 or visit their website at <https://eupdate.dnb.com/requestoptions.asp>. There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance.

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

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

Organization Name

PR/Award Number or Project Name

Belinda Oakley, CEO, Chartwells K12

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



Signature (Blue Ink Only)

7/21/2021

Date

Instructions for Form #7

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

DEBARMENT OPTION B

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

Form #7A – Certification Regarding Lobbying

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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 sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

2 International Drive

Rye Brook, NY 10573

Name/Address of Organization

Belinda Oakley, CEO, Chartwells K12

Name/Title of Submitting Official



Signature (blue ink only)

7/21/2021

Date

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

Instructions for Form #7A

LOBBYING CERTIFICATION

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a)
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 box(es). Check all boxes 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(es). 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 date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

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

Form #8 – Preparation of Bid Specifications Form

(This form is required for all executed contracts.)

School Food Authority: Levittown Union Free School District LEA Code: 280205030000

- 1) Did the SFA hire, discuss or consult with anyone in the preparation of bid specifications other than SED staff?

☒ Yes ☐ No

If yes, please complete 2 and sign 3 below. If no, please sign 3 below.

- 2) Please specify below the name, title and company name of all involved parties that were hired by the SFA to assist in preparation of the bid specifications for bidding purposes.

| Name | Title | Name of Company | Did They Participate in the Procurement Process? (Please check the appropriate box) | |
|----------------|------------|----------------------|--|--|
| | | | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Heather Bigley | Consultant | HMB Consultants, LLC | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | | | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | | | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | | | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | | | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

- 3) To the best of my knowledge, I certify the above information is true and correct.

SFA Representative:

Dr. Christopher Dillon

Printed Name

Signature

Signature (Blue ink only)

Assistant Superintendent for Business & Finance

Title

7/22/2021

Date

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

Form #9 – Certificate of Insurance Form

(This form is required for all executed contracts)

Attach a copy of the Certificate of Insurance

School Food Authority: Levittown Union Free School District LEA Code: 280205030000

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

Form #10 – Performance Security

(A copy of the performance bond or a copy of the authorization must be attached here if B1 or B2 is selected under Section 14)

School Food Authority: Levittown Union Free School District LEA Code: 280205030000

Form #11 – Summer Food Service Program☒ Check if not applicable

School Food Authorities (SFAs) which contract with a Food Service Management Company (FSMC) for food service operations during the school year are required to go out to bid separately for the Summer Food Service Program (SFSP) unless the contract includes provisions to operate the SFSP. The bid specifications and contract provisions for the "year-round" contract must include terms and conditions applicable to both the SFA and the FSMC which provide for the operation of the SFSP in compliance with 7CFR Part 225 of the federal regulations. In addition to the general terms and conditions contained in the contract agreement form, the following provisions are herein made part of this bid specification/contract form:

1. The SFA shall specify estimated participation in the SFSP, by meal type, and other site information as detailed on Form 11A attached.
2. The SFA shall maintain responsibility for the administration and management of the SFSP and sign all agreements, claims for federal reimbursement and/or other program documents.
3. The FSMC shall serve reimbursable meals pursuant to the SFSP regulations 7 CFR Part 225 and the menu planning option used by the SFA as specified in the SFSP Annual Application Agreement Form and in accordance with the attached menu (Schedule A).
4. The FSMC shall prepare, store and serve food items in accordance with State and local health standards. The contractor shall provide for meals, which it prepares to be periodically inspected by the local health department or an independent agency to determine bacterial levels in the meals being served. Such 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 served by other establishments in the locality. The results of the inspections must be submitted promptly to the sponsor and State agency. The requirements of the attached Quality Control Plan must be met.
5. The FSMC shall provide food services, meal counting systems and record-keeping in compliance with 7 CFR Part 225, 7 CFR Part 3016, 7 CFR Part 3019 and 2 CFR Parts 400, 415, 416 et al (79 FR 75981) as applicable, also known as the "Super-Circular".
6. The FSMC and SFA shall maintain records in accordance with federal and State record retention policies, supported by invoices, receipts, purchase orders, production records, payroll records or other evidence for inspection and reference, to support the operating costs listed on monthly claims for reimbursement.
7. The FSMC and SFA shall maintain separate expenditure and revenue records for the SFSP for both operating and administrative costs.
8. The FSMC shall bill the SFA separately for expenses incurred in the SFSP under this contract.

| Original Signatures and Date of Both Parties Required <i>(Original Signatures must be in blue ink only)</i> | |
|---|--|
| <i>Signature President, Board of Education</i> | <i>Authorized Signature of FSMC and Title</i> |
| <i>Name of School Food Authority</i> | <i>Name of Food Service Management Company</i> |
| <i>Date</i> | <i>Date</i> |

Form #11A – Summer Food Service Program

☒ Check here if N/A

| Summer Food Service Program – Only complete if participating in the SFSP | | | | | | | | | | | |
|--|---------------------|---------------------------|--------------------------|-------------------------|--------------|--------------|--------------------------|--------------------|-----------------------------------|-------------------|--------------------------------------|
| SITES WHERE PROGRAM WILL OPERATE: | | | | | | | | | | | |
| Sponsor Name: | | Address: | | Contact Person/Phone #: | | FSMC Name: | | | | | |
| Name and Site/ Address & Phone | Authorized Designee | Holding Facilities | | Begin Date (1) | End Date (2) | Days of Week | Total Days Operating (3) | Types of Meals (4) | Estimated Average # Meals/Day (5) | Total # Meals (6) | Delivery Time for Each Meal Type (7) |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Breakfast | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | AM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Lunch | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | PM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Supper | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Breakfast | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | AM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Lunch | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | PM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Supper | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Breakfast | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | AM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Lunch | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | PM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Supper | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Breakfast | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | AM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Lunch | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | PM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Supper | | | |

Form #11B – Summer Food Service Program Continuation Sheet

☒ Check here if N/A

| Name and Site/ Address & Phone | Authorized Designee | Holding Facilities | | Begin Date (1) | End Date (2) | Days of Week | Total Days Operating (3) | Types of Meals (4) | Estimated Average # Meals/Day (5) | Total # Meals (6) | Delivery Time for Each Meal Type (7) |
|--------------------------------|---------------------|---------------------------|--------------------------|----------------|--------------|--------------|--------------------------|--------------------|-----------------------------------|-------------------|--------------------------------------|
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Breakfast | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | AM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Lunch | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | PM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Supper | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Breakfast | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | AM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Lunch | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | PM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Supper | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Breakfast | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | AM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Lunch | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | PM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Supper | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Breakfast | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | AM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Lunch | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | PM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Supper | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Breakfast | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | AM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Lunch | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | PM Snack | | | |
| | | <input type="radio"/> Yes | <input type="radio"/> No | | | | | Supper | | | |

SUMMER FOOD SERVICE PROGRAM QUALITY CONTROL PLAN

☒ Check here if N/A

Providing children with safe, nutritious and appetizing meals is one of the primary objectives of the Summer Food Service Program. Quality control in food production involves each stage of processing from procurement to service.

To ensure that health and sanitation requirements are met at all times in the preparation and delivery of the summer meals; each FSMC must submit the following documents with the bid:

- 1) A copy of the FSMC's quality control assurance plan that provides complete details on quality assurance procedures for meal preparation, packaging of food items, transportation and delivery schedules.
- 2) Quality assurance procedures shall identify the food production monitoring methods used to ensure that all foods are handled in a safe and sanitary manner. Quality assurance procedures will include but shall not be limited to the following:
- 3) The production/handling procedures for food (meal assembly) shall identify specific measures designed to monitor and assure the maintenance of personnel hygiene, sanitary conditions of the facility and the length of time associated with meal production periods.
- 4) Food product temperature monitoring procedures must provide a description of the procedures utilized to assure maintenance of safe food temperatures during all phases of handling, production, storage and shipment of meals. A log must be used for monitoring and recording food temperatures.
- 5) After the contract has been awarded and the program is in operation, the FSMC is responsible for submitting a copy of a log used for monitoring and recording food temperature during handling, production, storage, and delivery of the meals.
- 6) The SFA is also responsible for submitting samples of weights taken during program operations.
- 7) It is the responsibility of the SFA to ensure that the Quality Control Plan is in place before the contract begins.

Form #12 – Afterschool Snack Program☒ Check here if N/A*(Complete only if receiving reimbursement for snacks served to children in the after-school snack program.)*

The parties of the attached contract, license, lease, amendment or other agreement or any kind (hereinafter, the "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract (the word Contractor herein refers to any party other than the School Food Authority, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

- 1) The SFA shall specify estimated participation in the after-school care program(s) in the table below.

Estimated Participation in the After-School Care Program:

Participation in the after-school care program for the _____ school year was:

| School | Enrollment | Time of Service | | | Student Participation | | |
|--------|------------|-----------------|----|--|-----------------------|---------|------|
| | | | | | Free | Reduced | Paid |
| | | | to | | | | |
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| | | | to | | | | |

If the SFA charges for snack, please indicate the price for full price snack \$ ____.

- 2) Menu Cycle

The 21-day cycle menu and Food Item Specifications, see Schedule A/B, shall be used as a standard for the purpose of basing bids or estimating average cost per meal. The FSMC must adhere to the cycle for the first 21 days of meal service. Menu standard as presented in the 21-day cycle menu must be maintained as to type and quality of meal service.

Snacks served must consist of at least two different components, in at least the minimum portion requirements, as set forth in 7 CFR sections 210.10(n) and 210.10a(j):

- 3) The FSMC shall maintain the following records to provide the SFA with information to submit proper claims for reimbursement:
- Daily meal counts by category;
 - Daily attendance records, such as sign-in sheets, for the after-school program;
 - Written snack menus; and
 - All records must be maintained for three years plus the current year.

This must be in accordance with federal and State record retention policies.

Form #13 – Civil Rights Assurance
(To be completed by the Food Service Management Company)

The FSMC hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the FSMC receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the FSMC agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the 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 below are authorized to sign this assurance on the behalf of the FSMC.

FSMC Representative:

Belinda Oakley

Printed Name


Signature (Blue ink only)

CEO, Chartwells K12

Title

7/21/2021

Date

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

Agreement Section

THIS AGREEMENT, made _____ day of _____ by and between the
this _____
(Day) (Month, Year)

Levittown UFSD in the city of Levittown, New York, herein after referred to

 (School Food Authority) (City)
 as "SFA" and Compass Group USA, Inc., by and through its Chartwells Division referred to as "FSMC".

 (Food Service Management Company)

WITNESSETH

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter expressed, it is mutually covenanted and agreed between the parties hereto as follows:

1) Scope and Purpose

- a) The SFA shall provide the requisite administrative oversight of the food service program ("Program") operations administered by the FSMC with the necessary internal controls as it is their fiduciary responsibility to do so.
- b) The SFA is responsible for ensuring resolution of Program review, monitoring areas of non-compliance and/or audit findings for reimbursable meals, a la carte sales including vending machines, and adult meals.
- c) The SFA shall be responsible for the cost of the Program as indicated in the bid specifications and entitled to all receipts generated pursuant to this Agreement.
- d) All net income accruing to the SFA from the Program shall remain in the Program.
- e) The SFA shall retain control of the quality, extent and general nature of the Program and the prices to be charged.
- f) The SFA shall retain signature authority for the Single Permanent Agreement to participate in the Child Nutrition Programs, including but not limited to NYSED reports, the online/paper submission of monthly claims for reimbursement, free and reduced-price applications, etc.
- g) The SFA shall be legally responsible for the conduct of the Program, and shall supervise the food service operations by the FSMC in such a manner that will ensure compliance with the rules and regulations of the New York State Department of Education, herein referred to as SED and the United States Department of Agriculture, herein referred to as USDA, regarding the school food service program, including but not limited to 7 CFR Part 210, 215, 220, 225, 245, 250, 3015, 3016, and 3019 and 2 CFR Parts 400, 415, 416. et al (79 FR 75981) also known as the "Super-Circular" and any FNS or NYSED Instruction and Policy as outlined in the SFA's Single Permanent Agreement with NYSED.
- h) The FSMC shall receive for its services an amount based on per meal bid price. All costs of the Program must be net of all applicable discounts, rebates and credits.
- i) The FSMC, an independent contractor, shall have the exclusive right to operate the school lunch and/or breakfast and/or milk program.
- j) The Programs provided shall be operated and maintained as a benefit to the SFA students and staff and not as a source of profit to the FSMC.
- k) The FSMC shall promote nutrition-health education required by the local, county, State or federal governments.
- l) The FSMC shall comply with the rules and regulations of the Commissioner of Education and the United States Department of Agriculture, and any additions or amendments hereto.

2) Free and Reduced Meal Policy

- a) The SFA free and reduced meal policy for the reimbursed school lunch and/or breakfast and/or special milk and/or USDA Foods distribution programs as defined in the Agreement and hereby in all respects made a part of this contract.
- b) The written policy of the SFA requiring feeding of needy children for free or at reduced price shall apply to the FSMC's food service operation and the SFA shall be responsible for the implementation of this policy.
- c) The SFA shall be responsible for the review and certification of the free and reduced-price eligibility applications, public announcement, letter to parents, direct certification, hearings, verification of certified applications and maintenance of the eligibility rosters, the completion, distribution and collection of the parent letter and household application for free and reduced-price students. FSMC employees are not allowed to review, process and/or approve free and reduced-price applications or to be involved in the free and reduced-price meal application process.
- d) The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals benefit issuance listing and providing it to the FSMC to ensure that student's meals are accurately claimed for reimbursement under the correct eligibility category.
- e) The SFA and the FSMC agree that no child who participates in the Child Nutrition Programs will be discriminated against on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation as well as their inability to pay.
- f) No school or school food authority may contract with a food service management company to operate an a la carte food service unless the company agrees to offer free, reduced price and paid reimbursable lunches to all eligible children.

3) Meal Pattern

- a) The FSMC shall serve reimbursable lunches that meet Food Based Menu Pattern requirements pursuant to the National School Lunch Program regulations 7 CFR Part 210. and shall meet the Dietary Guidelines for Americans. Failure to do so will result in a loss of the total per meal price paid to the FSMC for all meals not meeting program requirements. Such actions constitute a breach of contract and subject the FSMC to a penalty as outlined in Section 26C and may be considered cause for termination of the contract in accordance with the sixty (60) day termination clause as outlined in Section 26D of the contract.
- b) The FSMC should offer a choice of reimbursable meal pattern lunches, subject to approval of the SFA.
- c) The FSMC shall serve reimbursable breakfasts that meet Food Based Menu Pattern requirements pursuant to the School Breakfast Program regulations 7 CFR Part 220, where indicated in Appendix B of this agreement, and shall meet the Dietary Guidelines for Americans. Failure to do so will result in a loss of the total per meal price paid to the FSMC for all meals not meeting program requirements. Such actions constitute a breach of contract and subject the FSMC to a penalty as outlined in Section 26C and may be considered cause for termination of the contract in accordance with the sixty (60) day termination clause as outlined in Section 26D of the contract.
- d) The FSMC shall serve reimbursable meal pattern snacks that meet meal pattern requirements pursuant to the National School Lunch Program regulations 7 CFR Part 210 and 220. Failure to do so will result in a loss of the total per meal price paid to the FSMC for all meals not meeting program requirements. Such actions constitute a breach of contract and subject the FSMC to a penalty as outlined in Section 26C and may be considered cause for termination of the contract in accordance with the sixty (60) day termination clause as outlined in Section 26D of the contract.
- e) The FSMC shall serve reimbursable milk pursuant to the Special Milk Program if eligible to do so.
- f) The FSMC must demonstrate that food-based menus are planned to meet the 2010 Dietary Guidelines for Americans and comply with established caloric ranges, sodium, saturated and trans-fat levels as outlined in 7 CFR Part 210 and 220.
- g) The FSMC shall make substitutions in the required food components of the meal pattern if individually participating children are unable, because of medical or other special dietary needs, to consume such foods. Such substitutions shall be made only when supported by a statement from a recognized medical authority for a child with a disability which substantially limits one or more major life activities, which includes how the disability restricts the diet, the major life activity affected by the disability recommended alternate foods and foods that must be omitted from the child's diet. The SFA shall notify the FSMC of any special dietary needs. The U.S. Department of Agriculture's (USDA) nondiscrimination regulation (7 CFR 15b), as well as the regulations governing the National School Lunch Program and School Breakfast Program, make it clear that substitutions to the regular

meal must be made for children who are unable to eat school meals because of their disabilities, when that need is certified by a recognized medical authority.

- h) The FSMC may use fillers or extenders, such as "textured vegetable protein," in foods served upon approval of the SFA and regulated by USDA.
- i) No payment shall be made to the FSMC by the SFA for any meals that are spoiled, inedible or unwholesome at time of delivery, or do not meet the detailed specifications and/or meal pattern requirements.

4) Point of Service Accountability/Collection Method

- a) Meals shall be served, and accurate pupil participation records shall be maintained by the FSMC which must ensure that accurate categorical meal counts are obtained at the point of service for reimbursement purposes.
- b) The FSMC shall implement an accurate point of service accountability system and a collection method which must protect the anonymity of free and reduced-price students which must be approved by the SFA.
- c) The FSMC must adapt to the SFA's point of sale system and associated training costs will be the responsibility of the FSMC

5) Menus

- a) All food items served must adhere to the specification listed on Schedule B and conform to the standard portion sizes listed in Schedule A and Schedule B.
- b) All menus, which are established/approved by the SFA and prepared by the FSMC, are to be served in all schools during all meal services. The FSMC shall not deviate from the SFA's established menu and/or impose preparation of menu items that they prefer to serve for their convenience and/or preference. The SFA may impose financial penalties on the FSMC for any unannounced deviation from the menus by the FSMC, without prior approval of the SFA.
- c) The FSMC must adhere to the cycle for the first 21 days of meal service. Menu standards as presented in the 21-day cycle menu must be maintained as to type and quality of meal service by the FSMC as indicated in Schedule A (Menus).
- d) High quality food items are to be provided by the FSMC. If, in the opinion of the SFA, the quality of food service becomes unsatisfactory, the FSMC may be subject to financial penalties, contract termination, and any other legal remedies available to the SFA.
- e) Food that has become outdated, spoiled, damaged, wilted, dried out, aged, burnt, and/or has improperly changed color shall not be used.
- f) All FSMC employees are to be trained to properly portion all food items to meet the USDA meal pattern requirements as well as the requirements of the bid specification. A schedule of staff training is to be included with each FSMC proposal in Schedule G.
- g) The District Manager of the FSMC shall monitor, supervise and train the food service staff personnel for the Program. The FSMC District Manager shall visit all district schools 10 times throughout the school year and shall provide a written summary report to the SFA Business Manager within 14 days of their visit.
- h) The SFA is responsible for the formation and establishment of an advisory board comprised of students, teachers and parents that will meet frequently throughout the school year to assist in menu planning. The FSMC shall participate in these periodic meetings when deemed appropriate by the SFA. Documentation of these meetings is to be kept on file by the SFA and made available upon request by SED.
- i) Menus are to be printed by the FSMC and distributed to parents, students, each school, and SFA administration and posted in all schools on a **Monthly** basis and should contain daily, weekly and/or seasonal specials planned in conjunction with the meal service requirements for holidays, educational and/or other special events. The FSMC will adhere to the SFA's additional promotional and merchandising specifications in Schedule A.
- j) A copy of each menu is to be supplied to the SFA's Business Office by the FSMC 30 days prior to the month of actual preparation and service of foods for the SFA's review/approval.
- k) The FSMC is to post all menus in a prominent location in all cafeterias and on the SFA's website if applicable.
- l) Preparation and presentation of the same menu item(s) should be consistent in every building throughout the SFA where that menu item is being offered.
- m) The FSMC shall comply with the Buy American Provision, including but not limited to 7 CFR 210.21, 7 CFR Part 200, and 7 CFR Part 250 for contracts that involve the purchase of food. The SFA reserves the right to review FSMC purchase records to ensure compliance with the Buy American provision. The FSMC shall provide Nutrition Fact labels and any other documentation requested by the SFA to ensure compliance with Buy American.

6) Production Records/ Standardized Recipes

- a) Production records (7CFR 210.10(a)(3)) and standardized recipes (7CFR 210.10(l)(8)) are to be produced and used by the FSMC in all schools throughout the SFA as required by federal and State regulations to ensure consistency, quantity and quality of meals served.

- b) Production records must be accurate and kept on a daily basis (7CFR 210.10(a)(3)) and are to be completed for each meal, in all buildings by the FSMC and kept on file for 3 years plus the current year in accordance with federal and State record retention policies, in the SFA, for auditing purposes as required by federal and State regulations. Samples of the production records to be used by the FSMC must be included in Schedule A with each bid.
- c) All standardized recipes are to be kept on file in each kitchen and must indicate all ingredients and portion sizes. Samples of the standardized recipes to be used by the FSMC must be included in Schedule A with each bid.
- d) The FSMC must have the ability to provide all interested parties including the SFA, SED, parents, administration, etc. the actual ingredients and recipes of every menu item offered.
- e) The FSMC is to ensure consistent quality and portioning of menu items throughout the SFA and be subject to the SFA's audit of production records to ensure compliance with this requirement.
- f) The FMSC is to ensure that overproduction of meals does not occur and that leftovers are not removed from the SFA's premises at any time.

7) Meal Services

- a) The FSMC shall provide specified types of meal services in an efficient manner to maximize participation in the Child Nutrition Programs in the service locations and times as listed herein.
- b) The FSMC is expected to ensure that the quality of meal service is appealing and attractive to maximize customer satisfaction as well as ensure that students proceed through serving lines in an efficient manner.
- c) The FSMC shall provide condiments and utensils as needed.
- d) The FSMC shall use the SFA facilities for the preparation of food to be served in the designated meal service locations.
- e) All a la carte items served by the FSMC shall be approved by the SFA in advance of sale.
- f) The SFA should review all meal services to determine if complete meals are offered, if all items are available during the entire meal service, if food items listed on the menu are being served, if counts are accurately taken at the point of service, and if foods listed on the procurement schedule are available for service.
- g) The N/A shall administer the Fresh Fruit and Vegetable Program (FFVP), if applicable. Food, labor and miscellaneous costs incurred will be reimbursed from the pre-approved allocation of money from a discretionary grant from the federal government. Additional administration fees, if any, must be negotiated and agreed upon, prior to implementation of the Fresh Fruit and Vegetable Program. If the FSMC administers the FFVP for the SFA, administrative expenses paid to the FSMC cannot exceed \$100 total per month for the total of up to 50 schools participating in the program. The administrative expense may increase incrementally by \$100 per month for an additional total of up to 50 schools participating in the FFVP. USDA allows no more than ten percent (10%) of the total grant awarded the SFA to be used for administrative expense (which includes equipment purchases). Refer to the USDA FFVP guidance material at the following link: <http://www.fns.usda.gov/ffvp/fns-resources>. NYSED limits the total administrative expenses paid to the FSMC to one half percent (1/2%) of the respective percent for SFAs with more than 150 schools participating in FFVP. See chart below:

| Number of Schools | Total Allowable Admin Fee Per Month |
|-------------------|--|
| 1-50 schools | = \$100 |
| 51-100 schools | = \$200 |
| 101-150 schools | = \$300 |
| 151 plus schools | = ½% (cannot exceed ½% of up to 10% administrative expenses) |

8) Pricing

- a) The SFA shall be responsible for establishing all selling prices for all reimbursable and non-reimbursable meals/milk and a la carte (including vending and adult meals) and be adhered to by the FSMC.
- b) The FSMC is to promote the sale of reimbursable meals throughout the district.
- c) All a la carte prices charged by the FSMC shall be approved by the SFA in advance of sales.
- d) The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- e) The SFA employees may purchase meals at the option and direction of the SFA. Prices charged by the FSMC must be approved by the BOE/Governing Body of the SFA. The price for adult meals for the same portion size as students must be equal to or more than the over 60% reimbursement rate for a free meal, plus the donated commodity entitlement rate for the current school year, plus sales tax. The FSMC shall be notified of such approval thirty (30) days before new prices are effective. The FSMC may serve meals to their employees free of charge, however, the cost of the meal or the value of the adult meal (value of the adult meals converted to equivalent meals) may not be charged to the SFA. The FSMC shall not count these meals for reimbursement under the Child Nutrition Programs.

9) Monitoring

- a) The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations per 7 CFR § 210.16. If there is more than one site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR § 210.8. The designated SFA representative that is responsible for performing all on-site reviews and ensuring that if there are any problems found that they will be corrected within the required timeframes is: **Asst Supt for Bus & Finance**
- b) FSMC personnel are prohibited from conducting the self-review for the SFA; however, the FSMC may accompany the SFA during the self-review and is responsible for ensuring that any problems found during the self-review are corrected within the required timeframes.

10) All Foods Sold in School (Competitive Foods)

- a) The FSMC shall not sell, dispense, or cause to be on premises, the items listed by the SFA under federal and State regulations and hereby in all respects made a part of the contract.
- b) Neither the SFA nor the FSMC shall authorize the distribution or sale of competitive foods pursuant to State and federal laws and regulations.

11) USDA Foods

- a) The FSMC must pre-credit the SFA for the value of USDA Foods. A deduction for the value of USDA Foods must be reflected in the established bid price. The FSMC must provide an additional credit for any donated foods not accounted for in the established price per meal.
- b) Any USDA Foods received by the SFA and made available to the FSMC shall accrue only to the benefit of the SFA's nonprofit school food service program and shall be used therein.
- c) The FSMC must credit the SFA for the value of all USDA Foods received for use in the Programs in the school year including values of USDA Foods that were not accounted for in the original bid price. The FSMC must provide the SFA with a complete inventory of all USDA Foods received each month. Copies of the FSMC's monthly Inventory Request forms for USDA Foods must also be provided to the SFA each month for their review.
- d) The FSMC must utilize the SFA's entire USDA Foods entitlement as per Schedule H and any additional entitlement received throughout the contract terms. The FSMC and SFA must follow applicable federal and State requirements, including but not limited to 7 CFR 250.
- e) The FSMC shall only order USDA Foods in accordance with the SFA's menus reflected in Schedule A and the SFA's Local Wellness Policy (Schedule C).
- f) The FSMC must maintain (have available for audit by the SFA) records of transportation of USDA Foods throughout the SFA.
- g) USDA Foods are to be obtained for the use solely in the SFA's food service operation and shall not be removed from the SFA's premises. The FSMC will comply with the storage and inventory requirements for USDA Foods.
- h) The FSMC shall have records available to substantiate the full value and use of USDA Foods in reimbursable meal pattern lunches. Records should clearly reflect that the value and amount of USDA Foods received and used by the FSMC is solely for the SFA's benefit. The values are to be based on the value at the point the SFA receives the USDA Foods from the State distributing agency and based on the USDA Foods Value listing pertinent to the applicable time period. This includes when the FSMC procures end products from processors on behalf of the SFA in the form of rebates, credits and/or discounts.
- i) The FSMC shall select, accept and use in as large quantities as may be efficiently used in SFA's nonprofit school food service, the type and quantities of available USDA Foods, subject to the approval of the SFA. SFA shall have the sole discretion as to the final selection and ordering of USDA Foods.
- j) The **FSMC** shall be responsible for transportation and storage charges for USDA Foods.
- k) The FSMC shall account for all federally donated USDA Foods separately from purchased food items. USDA Foods are not to be used for special functions conducted outside the nonprofit school food service.
- l) Title of products purchased or processed using USDA Foods must remain with the SFA. Any charges incurred by the FSMC when processing or purchasing products containing USDA Foods shall be paid by the FSMC and charged back to the SFA as a cost.
- m) The FSMC is subject to the applicable requirements of 7 CFR 250 to the extent that it uses USDA Foods.
- n) If the FSMC uses a commercial substitute in place of the USDA Food, it must be of the same generic identity, of U.S. origin, and of equal or better quality in place of USDA Food.
- o) The FSMC is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the SFA. All refunds received from processors must be retained by the nonprofit school food service account.
- p) Title to all USDA Foods provided to the FSMC for use in the school food service program shall remain with the SFA.

- q) The SFA must conduct a reconciliation in accordance with 7 CFR Part 250 to ensure that the FSMC has properly credited it for the value of all USDA Foods received for use in the SFA's food service operation in the applicable school year.
- r) The FSMC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b).
- s) When this contract terminates or subsequent extensions terminate, the FSMC must return all unused USDA Foods in its possession to the SFA within 15 days of the termination effective date. At that time the FSMC must also provide a final accounting of all USDA Foods used, in possession, and not yet delivered.
- t) The FSMC will use all USDA Foods ground beef and ground pork products, and all processed end products, in the SFA food service in accordance with CFR Part 250.53(5).
- u) The Department of USDA Foods, The NYS Child Nutrition Program Administration Office, The SFA, The NYS Comptroller, The Department of Agriculture, or their duly authorized representatives may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods in accordance with CFR Part 250.53(10).
- v) In the event that the full entitlement of USDA Foods ordered is not received through USDA, the FSMC may receive a credit for the amount of entitlement not received. Prior to providing such a credit, the SFA must verify the cause to determine if crediting is required.

12) Purchases

- a) The grade, purchase unit, style, weight, ingredients, formulation etc., as set forth by the SFA, see Schedule B, shall be complied with by the FSMC. If a brand name is specified, "or equal to" must also be indicated.
- b) The FSMC must purchase all food and non-food items at the lowest price possible consistent with maintaining quality standards.
- c) The FSMC may purchase from their owned or operated subsidiary facilities if the purchase price is lower than the prices otherwise available in the area.
- d) The FSMC shall honor existing purchasing contracts if advantageous to the SFA.
- e) The FSMC shall be solely responsible for the purchase and payment of all foods and beverages necessary for it to render proper performance of the food service program as stated herein. Such purchases and performance shall apply to all items in addition to food and beverage, which will be necessary for compliance with and of this agreement.
- f) The FSMC is to ensure that purchased foods for the sole use of the SFA's food service operation are not removed from the SFA premises at any time.
- g) The FSMC, as the agent of the SFA, will ensure that all procurement transactions meet any applicable procurement standards set forth by Federal, State, or Municipal regulations and policy.
- h) Upon request from the SFA, the FSMC is required to produce a report, which documents the procurement of NY grown/locally grown products including the local farm source, the product(s) purchased, and the value of the products purchased on behalf of the SFA
- i) The prices the FSMC charges the SFA for food, supplies, services, etc. must be competitive, reasonable and necessary.

13) Use of Facilities

- a) The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to use of SFA premises/facilities as established by the SFA, which are furnished in writing to the FSMC by the SFA.
- b) The SFA shall furnish at its expense, electricity, gas, space, light, heat, power, hot and cold water and other utilities to the FSMC as in the judgment of the SFA that is reasonably needed and necessary for the operation of the food services as well as sanitary toilet facilities for FSMC employees.
- c) The SFA shall make available without any cost or charge to the FSMC contractor area or areas of the premises that are mutually agreeable to both parties in which the FSMC shall render its services; such area or areas reasonably necessary for providing efficient food service.
- d) The SFA may request of the FSMC, additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the School Lunch and/or Breakfast and/or Special Milk Programs.
- e) If the SFA uses the facilities for extracurricular activities before or after the SFA regularly scheduled lunch or breakfast period, the SFA shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear excepted.
- f) The SFA shall be responsible for painting and/or decorating within the kitchen and dining areas.
- g) The SFA shall have unlimited access, with or without notice to the FSMC, to all areas used by the FSMC for purposes of inspections and audits.

- h) The FSMC shall use the SFA facilities for the preparation of food to be served only at sites specified in the Schedules and Appendices and subject to approval by SED.

14) Inventory, Equipment and Storage

- a) The SFA shall furnish all necessary equipment to operate the food programs. At the time of the contract signing, an itemized inventory (to be certified by representatives of both parties) of all food items furnished or to be furnished by the SFA including miscellaneous kitchen items, will be made part of this contract and included in Schedule E.
- b) The FSMC and the SFA shall inventory the equipment and USDA Foods owned by the SFA at the beginning of the school year, including but not limited to silverware, trays, chinaware, glassware, kitchen utensils, and food commodities.
- c) The FSMC shall maintain the inventory of silverware, chinaware, glassware, kitchen utensils, and other operating items necessary for the food service operation throughout the school year.
- d) The SFA shall replace expendable equipment and replace, repair and maintain equipment except when damages result from the use of less than reasonable care by the employees of the FSMC. Any equipment purchases must be in compliance with CNP procurement regulations. Any equipment purchases beyond the federal or State threshold requires State Agency approval. Regarding all equipment, furnishings and small wares used for the services hereunder, the FSMC agrees that it will use the SFA equipment and machinery in good and proper manner and shall keep the same free from damages, in proper condition and in a state of cleanliness to assure STRICT COMPLIANCE WITH HEALTH REGULATIONS AS PROVIDED AND REQUIRED BY THE STATE OF NEW YORK, dealing with SFA facilities, as with all other health laws. Therefore:
 - i) Repairs necessary due to the negligence of the FSMC, its employees or agents shall be the sole responsibility and the sole expense of the FSMC.
 - ii) The SFA agrees at its sole option to repair or replace any equipment not functioning properly or which is missing upon proper written notification by the FSMC of the need for such repair or replacement and the availability of normal repair or replacement facilities. If the SFA, at its discretion, determines not to repair and/or replace equipment that the FSMC has expressly advised the SFA in writing (a) poses a safety risk to FSMC's employees, or (b) hinders FSMC's ability to perform its services under the agreement, then FSMC shall have the right to effectuate such reasonable repair and/or replacement at the expense of SFA.
 - iii) No purchases, alterations, changes, or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the SFA with the final decision as to purchases, alterations, changes, or improvements reserved solely for the SFA.
- e) The SFA shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work NOT considered to be food equipment, since such food equipment is dealt with in item d) above.
- f) The FSMC shall maintain adequate storage practices, inventory, and control of federally donated foods in conformance with SFA's agreement with the Office of General Services as well as non-commodity purchases.
- g) The SFA shall provide locks for food storage, preparation and service areas. Keys to those locks shall be provided by the SFA to the FSMC at the SFA's discretion.
- h) The SFA shall provide the FSMC with telecommunication services as deemed necessary by the SFA.
- i) The SFA shall furnish and install any equipment or make any structural changes needed to comply with federal, State and local laws, ordinances, rules and regulations.
- j) The SFA shall be responsible for any losses including federally donated commodities, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- k) All food preparation and serving equipment owned by SFA shall remain on the premises of the SFA.
- l) The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
- m) The FSMC shall obtain prior approval from the SFA before placement of any FSMC equipment on SFA premises.
- n) Upon termination of this contract the FSMC will surrender to the SFA all equipment and furnishings located in the food services facilities and/or as listed on the certified inventory list of all SFA owned property (both capital and/or expendable) as referred to above in b) and c). Such property and equipment or its equal quality replacement must be returned to the SFA in the same good order and condition as when received by the FSMC, reasonable wear and tear, damage from casualty fire and hazards covered by insurance ALONE EXCEPTED. Another inventory shall be taken upon termination to determine the status of all equipment hereunder. Discrepancies shall be corrected at the FSMC's sole expense with said replacement based on a comparison with the original inventory.

15) Deliveries/ Transportation

- a) The FSMC and the SFA are responsible for the proper and safe transportation of food between buildings to students in a prompt and efficient manner to adhere to the serving times established by the SFA.
- b) The FSMC shall pay for oil and gas used by its owned, hired, or other vehicles under its supervision used for delivering food or non-food commodities.
- c) The FSMC shall provide its own drivers for owned, hired, or other vehicles under its supervision used for delivering food or non-food commodities.

16) Sanitation/ Health Certification

- a) The FSMC shall serve all foods at proper temperatures and develop standards of time for food preparation prior to meal service such that the food should be ready to be served as close to serving time as possible.
- b) The SFA will provide for the removal of all trash and garbage from the designated area(s) with the FSMC being responsible for proper sanitary storage and placement in the designated area(s) of said trash and garbage until its removal.
- c) The FSMC shall clean the kitchen area, including but not limited to sinks, counters, tables, chairs, silverware, and utensils.
- d) The SFA shall clean the grease traps in the food service area to be in good working order.
- e) The SFA shall maintain the grease traps in the food service area to be in good working order.
- f) The FSMC shall operate and care for all equipment and food service areas (except walls, windows and lights) in a clean, safe, and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations and rules of federal, State, and local authorities.
- g) The SFA shall be responsible for the professional cleaning of ducts and hoods above the filter line and will provide extermination services as needed and not less than one time per year.
- h) The FSMC shall comply with all local and State sanitation requirements in the preparation of food and attend all related mandated training as deemed necessary by the SFA and/or SED.
- i) The FSMC shall adhere to the School Food Safety Plan set forth as per USDA regulations for all preparation and meal service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by Public Law 108-265 which is to be included as part of the Bid by the SFA as reflected in Schedule F.
- j) The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all State and local regulations are being met by the FSMC preparing and/or serving meals at any SFA facility.
- k) The SFA shall immediately correct any problems found as a result of a health inspection.
- l) The FSMC shall adhere strictly to all applicable Pure Food Laws, ordinances as well as all related regulations as adopted and promulgated by the federal government, the State of New York, the local Departments of Health and said FSMC will otherwise fully comply at all times with the rules and regulations as set up by the SFA as well as with any change in the State and/or county Laws, etc., covering and controlling food services at the facilities.
- m) The FSMC shall comply with all health and safety regulations required by federal, State, or local law.
- n) The FSMC and the SFA shall comply with all building rules and regulations.
- o) The FSMC shall procure the most recent applicable health certification required by federal, State, or local law and post in a noticeable place in the food service area.
- p) The FSMC shall have State or local health certification for any facility outside the SFA in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract.
- q) The FSMC shall comply with the additional food and safety specifications by the SFA as reflected in Schedule F.

17) Employees

- a) Fingerprinting - The FSMC shall comply with the Regulations of the Commissioner - Part 87 Criminal History Record Check for Prospective School Employees. The FSMC will be responsible for fees associated with obtaining fingerprints of prospective employees. The fingerprinting process prescribed by the New York State Education Department must be followed.
- b) The results of all fingerprints from the Office of School Personnel Review and Accountability (OSPRA) must be given to the covered school district, charter school or BOCES as well as prospective employer (FSMC). A prospective school employee means any individual, employee of a provider of contracted services to a covered school who is to be placed within such covered school. A covered school means a board of cooperative educational services, a charter school, a school district, or any nonpublic or private elementary or secondary school that elects to fingerprint and seek clearance for prospective employees from the department beginning July 1, 2007, geographically located in New York State, excluding the city school district of the City of New York. The FSMC must ensure that employee fingerprinting records are on file.

- c) The FSMC must complete and retain an Employment Eligibility Verification Form I-9 for each individual hired for employment. The form must be kept on file for three years after hiring an individual or one year after the employee is terminated.
- d) The FSMC shall comply with all wage and hours of employment requirements of federal and State Law.
- e) All employees of the FSMC shall be paid in accordance with the Fair Labor Standard Act, as amended and any other applicable statutes.
- f) The FSMC shall comply with Titles VI and VII of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Agriculture issued thereunder and any additions or amendments thereto. The FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60. The FSMC shall also ensure that a Civil Rights training, in accordance with 7 CFR 210.23(b) and FNS-113, Appendix B, is provided to all food service employees at least once each school year.
- g) The FSMC shall provide Workman's Compensation for its employees.
- h) The FSMC shall provide the SFA with a list of its personnel policies and fringe benefits for its employees.
- i) Staffing patterns shall be mutually agreed upon and there shall be no deviations from the recommended staffing pattern contained in Schedule G without the SFA's prior approval and consent.
- j) The FSMC shall not hire employees in excess of the number required for efficient school food service operations needed for the applicable months of the school year that the Child Nutrition Programs are in operation.
- k) The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries (and hours to be worked) two full calendar weeks prior to the commencement of operation as reflected in Schedule G.
- l) The SFA may request in writing the removal of an employee of the FSMC who violates health requirements or conducts himself/herself in a manner which is detrimental to the physical, mental, or moral wellbeing of students. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure its staff without disruption in service.
- m) All FSMC personnel assigned to each school shall meet the professional standard requirements as prescribed by USDA, SED or the SFA in accordance with federal, State or local law regulations and guidance and shall be trained by the FSMC on the use of all meal preparation/service equipment, emergency valves, switches, fire and safety devices in the kitchen and cafeteria areas.
- n) The SFA will ensure that all FSMC employees have been subjected to the same hiring requirements as SFA employees as indicated in Schedule G (i.e., physicals, employee screenings, background checks, immigration, etc.) and ensure that the proper documentation is maintained on file.
- o) The FSMC will adhere to additional FSMC staffing requirements by the SFA regarding the interview process, resumes, qualifications, job descriptions, substitutes, time/attendance, snow days, vacation days, benefits, terminating, hiring, proper attire, communication with SFA, unions, wages, withholdings, workers compensation, unemployment insurance, retirements, student workers, etc. in Schedule G.
- p) The FSMC will adhere to additional FSMC staff training requirements by the SFA in Schedule G.
- q) The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes and insurance, and shall be solely responsible for any losses incurred by the SFA resulting from dishonest, fraudulent or negligent acts on the part of the FSMC's employees or agents. ALL food service employees shall comply with all rules of the SFA for cleanliness and courtesy.
- r) The FSMC shall be an independent contractor and not an employee of the SFA; nor are the employees of the FSMC employees of the SFA. If applicable, list all employees of the SFA that will be working in the school lunch program. If additional space is needed, indicate on Schedule G.

18) Emergency Closing

- a) The SFA will establish procedures on a site by site basis for working with the FSMC when there is a weather emergency, change in the site schedule, field trips, unexpected closings or other events that may affect participation in the meal program. Events not under the control of the SFA and acts of God shall not affect the guaranteed return to the SFA.

19) Licenses, Fees and Taxes

- a) The FSMC shall be responsible for paying all applicable taxes and fees, including but not limited to excise tax, State and local income taxes, payroll, and withholding taxes and hold the SFA harmless for all claims arising under such taxes and fees.
- b) The SFA shall be responsible for paying sales taxes collected on any receipts deposited in its name.
- c) The FSMC shall be responsible for securing and posting all licenses, permits and food handler's cards as required by federal, State, or local law.
- d) The FSMC shall be responsible for any fines imposed by the county health department related to the FSMC's operation of the Program.

20) Income, Reimbursement/ Deposits

- a) All income accruing from the result of payments from children and adults, federal and State reimbursements, and all other income sources shall be deposited in the SFA's food service account.
- b) Any profit or guaranteed return shall remain in the SFA's food service account.
- c) The SFA shall receive all income from the program(s) including a la carte and/or vending machine sales which the SFA must deposit in the school cafeteria fund accounts. At no time shall the SFA relinquish Child Nutrition Program reimbursements to the FSMC.
- d) Authority to sign claims for reimbursement shall remain solely with the SFA.
- e) The FSMC staff cannot submit claims for reimbursement online or by mail and cannot be issued Child Nutrition Management System (CNMS) passwords in order to submit claims; however, they may prepare claims and provide supporting documentation for the SFA's review/approval.
- f) The SFA must review claims and accountability systems, as well as perform the edit checks, to determine the accuracy of claims before submission to SED.
- g) If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this contract, the FSMC shall assume responsibility for the amount of denied reimbursements.

21) Vending Machines

- a) The FSMC must ensure that all sales generated from these a la carte vending machine sales accrue to the SFA and be deposited into the SFA's food service account and converted into equivalent meals using the set conversion factor established by this contract. The total number of vending machines determined by the SFA to be a part of the Child Nutrition Programs whose sales must be converted to equivalent meals are 11.
- b) The FSMC will be responsible for stocking, maintenance, upkeep, and emptying monies from the Child Nutrition a la carte vending machines and must provide a verifiable audit of items sold and revenues received.
- c) Timers may be requested for vending machines at the discretion of the SFA.

22) Financial Accounting, Reporting and Auditing

- a) Financial accounting by the FSMC shall be in accordance with USDA and New York State Department of Education rules and regulations and applicable federal and State Laws. breakfast = \$2.0547; lunch = \$3.4425
- b) The per meal cost (bid amount) is \$2.05 for breakfast and \$3.44 for lunch and \$ for snack.
- c) The FSMC reimbursement shall not exceed the per meal bid price, as established in the Bid Form Section, and will

be reimbursed only as approved and audited by Asst Supt or his/her authorized representative.

- i) Reimbursement due to the FSMC shall equal meals claimed for reimbursement plus equivalent meals multiplied by the per meal bid price.
- ii) SFA shall designate by title the employee whose responsibility shall be to supervise and audit all financials related to operations of the FSMC: Asst Supt for Bus & Finance

d) The FSMC's payment shall not exceed contract terms (meals plus equivalent meals multiplied by the bid price) and is limited to the extent of Program income.

e) The SFA shall make payment within 15 days to the FSMC for the direct costs of operation after the submission of a valid claim in accordance with c), above, for each week of program operation to the extent of the school cafeteria fund account balance. Normal credit terms will be 15 days from billing date.

f) The FSMC shall maintain source documentation records (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities. The FSMC must submit monthly operating statements in a format approved by the SFA no later than the fifteenth (15th) calendar day succeeding the month in which services were rendered; participation records shall be submitted no later than the fifth (5th) working day succeeding the month in which services were rendered and reported on a calendar month basis. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of monthly claims for reimbursement as well as audit food, labor and other large expenses and perform random audits of smaller expenses on a monthly basis.

g) The FSMC shall provide the SFA with a year-end statement by the date determined by the SFA: July 15

The SFA shall audit the FSMC's operations as part of its year-end audit. The SFA and FSMC must provide all necessary documents for the independent auditor and/or to conduct the SFA's single audit.

h) The FSMC must provide all information requested by the SFA, which will allow the SFA to make adjustments to the correct accounting period after the SFA has reconciled FSMC source documentation to effectuate payment. Failure to do so will result in delays in payment to the FSMC. NYSED reserves the right to randomly request SFA and/or FSMC copies of invoices and operating statements to ensure compliance.

23) Books/ Records and Record Retention

- a) Books and records of the FSMC pertaining to the school food service operations shall be maintained and made available in accordance with federal and State record retention policies, for a period of three (3) years from the day of the State Agency or the SFA's final allowable payment under the contract has been recorded. The following records must be maintained for the three-year period following the recording of the final payment: original bid and contract, basis for contract selection, terms and conditions of the contract, billing and payment records, and history of FSMC's claims and breaches. The three-year period shall be extended if there are bid protests, litigation and audits. In these cases, the records must be retained until the completion of the action and resolution of all issues arising from the action or the expiration of the regular three-year period, whichever is last.
- b) Books and records of the FSMC pertaining to the Program operations shall be made available, immediately upon demand, in an easily accessible manner for audit, examination, excerpts and transcriptions by the SFA and/or any state or federal representatives and/or auditors. Failure to do so in a timely manner will result in potential loss of reimbursements to the SFA and subsequently loss of payment to the FSMC. FSMC must adhere to all Federal, State or Local record retention policies and procedures.
- c) The FSMC shall not remove any records from the SFA premises upon termination of the contract, including those mandated by federal, State or local law or policy.

24) Insurance

- a) The FSMC shall procure and maintain at its own expense a general liability policy which names the SFA as an additional insured on all required insurance policies, including products liability in the amounts of at least \$10 mil for injury and death, and property damage with a limit of \$10 mil for each accident provided by insurance companies authorized to do business in the State of New York. The certificate of insurance shall provide for notice to the SFA of cancellation of insurance policies sixty (60) days before such cancellation is to take effect.
- b) The FSMC shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the FSMC pursuant to this agreement. The FSMC shall indemnify and hold harmless the SFA and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this Agreement.
- c) In accordance with Form #9, the FSMC shall provide a certificate of insurance for all required policies; the certificate of insurance shall contain: 1) names and addresses of insured; 2) titles and locations of the operations to which the insurance applies; 3) number of the policy and type or types of insurance in force thereunder on the date of the certificate; 4) expiration date of the policy and the type and types of insurance in force thereunder on the date of the certificate; 5) statement that the insurance of the type afforded by the policy applies to all of the operations and activities on and at the site of the project or incidental thereto, which are undertaken by the FSMC during the performance of the contract.
- d) The FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.

25) Performance Security

- a) The FSMC shall provide the security form, as authorized, prior to the commencement of food service operations. The performance security shall be in a form acceptable to the SFA and shall be in the amount of \$ _____. The FSMC shall submit the performance security to the SFA prior to the commencement of program operations.
- b) It is recommended and encouraged that all security options be left open to the bidder. However, the SFA may choose to eliminate one or more options in the bid specifications.

26) Contract Term, Termination and Renewals

- a) This contract shall become effective on 8/1/2021 and terminate on 6/30/2022.
- b) [REDACTED]
- c) If the FSMC violates or breaches the terms of and conditions of this Contract, the SFA shall give the FSMC written notice and an opportunity to cure the violation/breach. Should the FSMC fail to make reasonable progress to affect such cure, or correct the violation/breach, the SFA may assess the following penalties against the FSMC:

First written notification of violation/breach. Correction or reasonable progress to effect such cure must be made within five (5) operating days.

Failure to comply will result in penalty of \$500 per day per school involved.

Second written notification for the same violation/breach. Corrective or reasonable progress to effect such cure must be made within five (5) operating days.

Failure to comply will result in penalty of \$750 per day per school involved.

Third written notification for the same violation/breach. Correction or reasonable progress to effect such cure must be made within five (5) operating days.

Failure to comply will result in penalty of \$1000 per day per school involved.

Failure to comply with these notices will be considered cause for termination of the contract in accordance with the sixty (60) day termination clause below.

- d) The SFA or the FSMC may terminate the contract, for cause, by giving sixty (60) days written notice, except: If the FSMC makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of bidder's insolvency. If anticipated revenues or commodity assistance from federal and State reimbursements are reduced and the FSMC submits in writing a proposal of recommended changes necessary to maintain Program solvency yet the SFA repeatedly refuses or fails to take appropriate action to maintain Program solvency within thirty (30) days of receipt of said notice, the FSMC may, without prejudice and within seven (7) days written notice, terminate the contract.
- e) The SFA or FSMC may terminate the contract, for convenience, by giving sixty (60) days advance written notice to the other party. Such notice shall set forth with sufficient specificity such party's reasons for termination. A FSMC facilitating the termination for convenience clause must provide adequate advance notice to the SFA that would permit the SFA sufficient time to arrange alternate food service.
- f) Neither the FSMC nor the 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, floods, acts of God, or for any acts not within the control of either the FSMC or the SFA, respectively, and which by the exercise of due diligence it is unable to prevent.

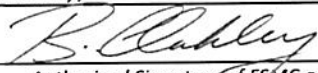
g) [REDACTED]

27) General

- a) This contract shall be construed under the laws of the State of New York. Any action or proceeding arising out of this contract shall be brought in the appropriate courts of the State of New York.
- b) The SFA shall neither solicit or accept gratuities, favors or anything of monetary value from contractors or potential contractors. To the extent permissible under State law, rules and/or regulations, violations of these standards shall be subject to appropriate penalties, sanctions and/or other disciplinary actions.
- c) The FSMC shall comply with the provisions of the bid specifications and hereby in all respects made a part of this contract.
- d) The FSMC may not subcontract out services to be rendered pursuant to the terms of this contract without the express prior approval, written authorization and consent of the SFA and governing board of the SFA.
- e) The SFA reserves the right to reject any and all items which do not comply with the requirements set forth herein.
- f) This contract constitutes the entire contract between the SFA and the FSMC and may not be changed; terminated or extended orally or by course of conduct.
- g) No waiver of any default shall be construed to be or constitute a waiver of any subsequent default.
- h) Payments on any claim shall not preclude the SFA from making claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
- i) [REDACTED]
- j) SED reserves the right to deny reimbursement due to a SFA's failure to follow proper bidding procedures.
- k) The complete contract includes all documents submitted by the SFA and all documents submitted by the FSMC that have been mutually agreed upon by both parties; i.e., worksheets, schedules, appendices, etc.

- l) The terms and conditions of this contract are subject to review and approval by the New York State Department of Education, Child Nutrition Program Administration.
- m) It is further agreed between the SFA and the FSMC that the clauses attached hereto and designated as, required Forms #1-#13, Schedules A-I and Appendices A-B are hereby in all respects made a part of this contract.
- n) The successful bidder shall enter the SFA FOOD MANAGEMENT COMPANY CONTRACT attached hereto and, in all respects, made a part of this bid specification. By submitting a bid, the bidder agrees to all the terms and conditions contained herein.
- o) In the event fiscal action is taken by SED against the SFA based on areas of non-compliance related to the menu/meal pattern found during any administrative reviews, procurement review or program irregularity review, conducted during the course of this contract, the SFA can recoup funds from the FSMC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

| Original Signatures and Date of Both Parties Required (Original Signatures must be in blue ink only) | |
|---|--|
| <i>Signature President, Board of Education</i> |  |
| <i>Print Name</i> | <i>Authorized Signature of FSMC and Title</i> |
| Levittown Union Free School District | Belinda Oakley, CEO, Chartwells K12 |
| <i>Name of School Food Authority</i> | <i>Print Name</i> |
| | Compass Group USA, Inc., by and through its Chartwells Division |
| | <i>Name of Food Service Management Company</i> |
| | 7/21/2021 |
| <i>Date</i> | <i>Date</i> |

Please note: The SFA is not liable for any cost incurred by the bidder prior to the signing of a contract by all parties. Paying the FSMC from Child Nutrition Program funds is prohibited until the contract is signed.

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

Corporate AffidavitSTATE OF: NEW YORKCOUNTY OF: WESTCHESTER

SS: _____

VILLAGE
TOWN OF: RYE BROOKOn this 21st day of July, 20 21, before me, the Subscriber, personally came to me known, whobeing by me duly sworn, did depose and say that she/he resides in the ~~town~~ ^{village} of Rye Brook, New York State, that she/he is the Assistant Secretary of

the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that she/he signed her/his name thereto by like order.

Corporate Official Name: Kristin E. Briotte

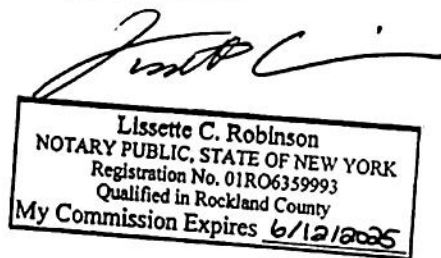
Corporate Official Signature: _____

(Blue Ink Only)

Affix Corporate Seal Here:

7/21/2021

(Date)

AFFIX NOTARY PUBLIC SEAL HERE

Bidding Requirements/ Specifications Section

- [illegible]

- a. Lunch

- i. Participation in the National School Lunch Program for the Sept 20²⁰ to June 20²¹ school year.*

| <u>School</u> | Selling Price | | Average Daily Participation | | | Total Adults/ Faculty |
|--------------------------|---------------|--------------|-----------------------------|---------|------|--------------------------|
| | Student | Adult | Free | Reduced | Paid | |
| Division Ave HS | \$0 | \$4.15 + tax | 157 | 3 | 32 | |
| Abbey Lane Elementary | \$0 | \$4.15 + tax | 218 | 3 | 47 | |
| Gardiners Ave Elementary | \$0 | \$4.15 + tax | 183 | 3 | 47 | |
| Lee Road Elementary | \$0 | \$4.15 + tax | 118 | 0 | 34 | |
| Summit Lane Elementary | \$0 | \$4.15 + tax | 153 | 3 | 35 | |
| Wisdom Lane MS | \$0 | \$4.15 + tax | 207 | 3 | 38 | |
| Northside Elementary | \$0 | \$4.15 + tax | 184 | 3 | 41 | |
| Salk MS | \$0 | \$4.15 + tax | 248 | 3 | 46 | |
| MacArthur HS | \$0 | \$4.15 + tax | 185 | 2 | 38 | |
| East Broadway Elementary | \$0 | \$4.15 + tax | 226 | 1 | 60 | |
| | | | | | | |
| | | | | | | |

| | | | | | | |
|------------------------------------|--|--|--|--|--|--|
| Selling price of meals for 2021-22 | | | | | | |
| for both breakfast and lunch | | | | | | |
| under SFSP | | | | | | |
| BOE approved selling prices: | | | | | | |
| Elem breakfast = \$1.35 | | | | | | |
| Elem lunch = \$2.55 | | | | | | |
| Secondary breakfast = \$1.35 | | | | | | |
| Secondary lunch = \$2.80 | | | | | | |

b. Breakfast

- i. Participation in the School Breakfast Program for the Sept 2020 to June 2021 school year.*

| School | Selling Price | | Average Daily Participation | | | Total Adults/Faculty |
|--------------------------|---------------|--------------|-----------------------------|---------|------|----------------------|
| | Student | Adult | Free | Reduced | Paid | |
| Division Ave HS | \$0 | \$2.15 + tax | 66 | 0 | 0.11 | |
| Abbey Lane Elementary | \$0 | \$2.15 + tax | 0.05 | 0 | 0 | |
| Gardiners Ave Elementary | \$0 | \$2.15 + tax | 2 | 0 | 0 | |
| Lee Road Elementary | \$0 | \$2.15 + tax | 1 | 0 | 0 | |
| Summit Lane Elementary | \$0 | \$2.15 + tax | 0 | 0 | 0 | |
| Wisdom Lane MS | \$0 | \$2.15 + tax | 16 | 0 | 0 | |
| Northside Elementary | \$0 | \$2.15 + tax | 0 | 0 | 0 | |
| Salk MS | \$0 | \$2.15 + tax | 76 | 0 | 0 | |
| MacArthur HS | \$0 | \$2.15 + tax | 57 | 0 | 0.13 | |
| East Broadway Elementary | \$0 | \$2.15 + tax | 0.12 | 0 | 0 | |

c. Pricing Information (Continued)

- i. A la Carte Sales to students and adults for the 9/20 to 6/21 school year. *

TOTAL: \$260,012

- ii. Sales in the Special Milk Program for the to school year. *

TOTAL: \$ N/A

- iii. Child Nutrition revenues (sales of meals and reimbursement received for breakfast, lunch, snacks and milk) for the 9/2020 to 6/21 school year. *

TOTAL: \$1,717,134

If the entire school year's data was not used, please provide an explanation below.

9. Prices

- a. The prices to be charged for the 2021-2022 (upcoming) school year are as follows:

Insert Student and Adult Meal Prices Below:

| School | Student Lunch | *Adult Lunch | Student Breakfast | Adult Breakfast | Student Milk | Adult Milk |
|--------------------------|---------------|--------------|-------------------|-----------------|--------------|--------------|
| Division Ave HS | \$2.80 | \$4.25 + tax | \$1.35 | \$2.38 + tax | \$0.50 | \$0.50 + tax |
| Abbey Lane Elementary | \$2.55 | \$4.25 + tax | | | \$0.50 | \$0.50 + tax |
| Gardiners Ave Elementary | \$2.55 | \$4.25 + tax | | | \$0.50 | \$0.50 + tax |
| Lee Road Elementary | \$2.55 | \$4.25 + tax | | | \$0.50 | \$0.50 + tax |
| Summit Lane Elementary | \$2.55 | \$4.25 + tax | | | \$0.50 | \$0.50 + tax |
| Wisdom Lane MS | \$2.80 | \$4.25 + tax | | | \$0.50 | \$0.50 + tax |
| Northside Elementary | \$2.55 | \$4.25 + tax | | | \$0.50 | \$0.50 + tax |
| Salk MS | \$2.80 | \$4.25 + tax | | | \$0.50 | \$0.50 + tax |
| MacArthur HS | \$2.80 | \$4.25 + tax | | | \$0.50 | \$0.50 + tax |
| East Broadway Elementary | \$2.55 | \$4.25 + tax | | | \$0.50 | \$0.50 + tax |

[illegible]

**The price of an adult lunch should be based on the over 60% reimbursement rate for free lunch, plus the USDA Foods entitlement rate for the current school year, plus sales tax. These prices may be changed only after approval by the Board of Education of the SFA. The FSMC shall be notified of such approval thirty (30) days before new prices are effective.*

- b. The prices to be charge for a la carte for the 2021-2022 (upcoming) school year are as follows:

[illegible]

* Please note a la carte adult prices are for the same portion size as students. If adults are served a larger portion, the a la carte price should be increased accordingly. All adult a la carte prices must include sales tax and be charged accordingly.

10. Meal Service Locations and Times

Breakfast, lunch, milk and snack food will be provided in accordance with the terms and conditions of the food service specifications at the following locations:

| Building Name | Lunch | Times of Service | Breakfast | Times of Service | Snack | Times of Service | Adult and a la Carte Service | Special Milk Program | Split Session Kindergarten SMP |
|--------------------------|-------|------------------|-----------|------------------|-------|------------------|------------------------------|----------------------|--------------------------------|
| Sample School | Yes | 11:30a – 1:00p | Yes | 7:30a – 8:00a | Yes | 3:15p – 4:00p | Yes | No | No |
| Division Ave HS | Yes | 9:50a-12:5p + | Yes | 7:00a-7:2p + | No | N/A | Yes | No | No |
| Abbey Lane Elementary | Yes | 11:36a-1:4p + | Yes | 7:45a-9:0p + | No | N/A | Yes | No | No |
| Gardiners Ave Elementary | Yes | 11:35a-1:4p + | Yes | 7:45a-9:0p + | No | N/A | Yes | No | No |
| Lee Road Elementary | Yes | 11:36a-1:4p + | Yes | 7:45a-9:0p + | No | N/A | Yes | No | No |
| Summit Lane Elementary | Yes | 11:25a-1:4p + | No | N/A | No | N/A | Yes | No | No |
| Wisdom Lane MS | Yes | 11:06a-1:2p + | Yes | 7:15a-7:5p + | No | N/A | Yes | No | No |
| Northside Elementary | Yes | 11:36a-1:2p + | No | N/A | No | N/A | Yes | No | No |
| Salk MS | Yes | 10:20a-1:2p + | Yes | 7:15a-7:5p + | No | N/A | Yes | No | No |
| MacArthur HS | Yes | 9:50a-12:5p + | Yes | 7:00a-7:2p + | No | N/A | Yes | No | No |
| East Broadway Elementary | Yes | 11:36a-1:4p + | Yes | 7:45a-9:0p + | No | N/A | Yes | No | No |

11. Non-Nutritious Foods

The following items shall not be sold or dispensed:

1. All non-nutritious foods as regulated by USDA and NYSED.
2. All non-nutritious foods as specified in the SFA's Local Wellness Policy.
3. All A la carte items that do not meet the USDA "Smart Snack Regulations"
4. All Foods Containing High Fructose Corn Syrup
5. All Canned Vegetables except legumes and tomato products
6. _____
7. _____

12. Menu Cycle/ Meal Plan

- a. The 21-day cycle menu (see Schedule A) must be used as a standard for the purpose of basing bids or estimating average cost per meal. The FSMC must adhere to the cycle for the first 21 days of meal service. Menu standards as presented in the 21-day cycle menu must be maintained as to type and quality of meal service.
- b. The 21-day cycle menu should contain all the food items the SFA wants the FSMC to provide to the SFA's students. If the SFA wants students to have a number of choices of hot entrees and/or cold entrees daily, the menu included in this bid specification should reflect those choices along with the description of the food item outlined in the Product Specifications in Schedule B. In addition, the menu and procurement standards must include the requirements of the SFA's wellness policy. For example, the wellness policy should exclude items containing high sodium to meet compliance with the Implementation Timeline of Sodium Target 1 and the Product Specifications in Schedule B should specify items with low sodium in them. It is important for SFAs to keep in mind that the 21-day menu and Product Specifications/Procurement Specifications are the means of ensuring FSMCs meet requirements of the SFA's wellness policy.

Final Rule Nutrition Standards in the National School Lunch and Breakfast Programs (School Year 2021-2022)

Meals must comply with the 2010 Dietary Guidelines for Americans. To accomplish this, the following food based menu plan standards and timeline must be adhered to by all parties:

| | Breakfast Meal Pattern | | | Lunch Meal Pattern | | |
|--|---|-------------------------|--------------------------|--------------------|------------|-------------|
| | Grades K-5 ^a | Grades 6-8 ^a | Grades 9-12 ^a | Grades K-5 | Grades 6-8 | Grades 9-12 |
| Meal Pattern | Amount of Foods Per Week (Minimum Per Day) | | | | | |
| Fruits (cups) ^{b,c} | 5 (1) ^e | 5 (1) ^e | 5 (1) ^e | 2½ (½) | 2½ (½) | 5 (1) |
| Vegetables (cups) ^{b,c} | 0 | 0 | 0 | 3¼ (¼) | 3¼ (¼) | 5 (1) |
| Dark green ^d | 0 | 0 | 0 | ½ | ½ | ½ |
| Red/Orange ^d | 0 | 0 | 0 | ¼ | ¼ | 1¼ |
| Beans/Peas (Legumes) ^d | 0 | 0 | 0 | ½ | ½ | ½ |
| Starchy ^d | 0 | 0 | 0 | ½ | ½ | ½ |
| Other ^{d,e} | 0 | 0 | 0 | ½ | ½ | ¼ |
| Additional Veg to Reach Total ^f | 0 | 0 | 0 | 1 | 1 | 1½ |
| Grains (oz eq) ^g | 7 (1) | 8 (1) | 9 (1) | 8 (1) | 8 (1) | 10 (2) |
| Meats/Meat Alternates (oz eq) | 0 ^h | 0 ^h | 0 ^h | 8 (1) | 9 (1) | 10 (2) |
| Fluid milk (cups) ⁱ | 5 (1) | 5 (1) | 5 (1) | 5 (1) | 5 (1) | 5 (1) |
| Other Specifications: Daily Amount Based on the Average for a 5-Day Week | | | | | | |
| Min-max calories (kcal) ^{j,k} | 350-500 | 400-550 | 450-600 | 550-650 | 600-700 | 750-850 |
| Saturated fat ^k (% of total calories) | < 10 | < 10 | < 10 | < 10 | < 10 | < 10 |
| Sodium (mg) ^k | < 540 | < 600 | < 640 | < 1230 | < 1360 | < 1420 |
| Trans fat ^k | Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving. | | | | | |

- a. Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ¼ cup.
- b. One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
- c. For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/ orange, beans and peas (legumes) or “Other vegetables” subgroups as defined in § 210.10(c)(2)(iii).
- d. Larger amounts of these vegetables may be served.
- e. This category consists of “Other vegetables” as defined in § 210.10(c)(2)(iii)(E). For the purposes of the NSLP, “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in § 210.10(c) (2)(iii).
- f. Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
- g. All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014.
- h. There is no separate meat/meat alternate component in the SBP. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.
- i. Fluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).
- j. The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
- k. Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

Implementation Timeline

Meals must comply with the 2010 Dietary Guidelines for Americans. To accomplish this, the following food based menu plan standards and timeline must be adhered to by all parties:

| New Requirements | Implementation (School Year) for NSLP (L) and SBP (B) | | | | | | |
|---|---|---------|---------|---------|---------|---------|---------|
| | 2012/13 | 2013/14 | 2014/15 | 2015/16 | 2016/17 | 2017/18 | 2022/23 |
| Fruits Component | | | | | | | |
| • Offer fruit daily | L | | | | | | |
| • Fruit quantity increase to 5 cups/week (minimum 1 cup/day) | | | B | | | | |
| Vegetables Component | | | | | | | |
| • Offer vegetables subgroups weekly | L | | | | | | |
| Grains Component | | | | | | | |
| • Half of grains must be whole grain-rich | L B | | | | | | |
| • All grains must be whole-grain rich | | | L, B | | | | |
| • Offer weekly grains ranges | L B | | | | | | |
| Meats/Meat Alternates Component | | | | | | | |
| • Offer weekly meats/meat alternates ranges (daily min.) | L | | | | | | |
| Milk Component | | | | | | | |
| • Offer only fat-free (unflavored or flavored) and low-fat (unflavored milk) | L, B | | | | | | |
| Dietary Specifications (to be met on average over a week) | | | | | | | |
| • Calorie ranges | L | B | | | | | |
| • Saturated fat limit (no change) | L, B | | | | | | |
| • Sodium Targets <ul style="list-style-type: none"> ◦ Target 1 ◦ Target 2 ◦ Final target | | | L, B | | | L, B | L, B |
| • Zero grams of <u>trans</u> fat per portion | L | B | | | | | |
| Menu Planning | | | | | | | |
| • A single FBMP approach | L | B | | | | | |
| Age-Grade Groups | | | | | | | |
| • Establish age/grade groups: K-5, 6-8, 9-12 | L | B | | | | | |
| Offer vs. Serve | | | | | | | |
| • Reimbursable meals must contain a fruit or vegetable (1/2 cup minimum) | L | | B | | | | |
| Monitoring | | | | | | | |
| • 3-year administrative review cycle | | L, B | | | | | |
| • Conduct weighted nutrient analysis on 1 week of menus | L B | | | | | | |

13. Purchase Specifications

- a. Food and beverage procurement specifications are to be developed by the SFA based on individual SFA preferences and requirements and included in Schedule B. A nutrient fact label from the manufacturer must be available for processed brand name products.
- b. Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to purchase domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. These provisions now apply to all funds in the food service account and not just to federal reimbursement.
- c. Wherever possible, and within the guidelines stated in the previous paragraph, the FSMC shall purchase foods which are labeled with a CN label by the manufacturer. In all other cases, procurement standards must be clear and include the following information: grades, purchase units, style, condition, weight, ingredients, formations and delivery times which the SFA should check to determine if procurement standards are being met and shall be complied with by the FSMC; if a brand name is being specified, the SFA must also include "or equal value" to allow potential bidders to comply with the SFA's bid specifications.
- d. Section 204 of the Child Nutrition and Women, Infants and Children Reauthorization Act of 2004 (PL 108-265) signed into law June 30, 2004 included a provision that requires each local educational agency (LEA) participating in the National School Lunch Program, School Breakfast Program, Special Milk Program and Summer Food Service Program to establish a Local Wellness Policy for schools under the LEA. The nutrition guidelines selected by the SFA for all foods available on each school campus under the SFA during the school day with the objectives of promoting student health and reducing childhood obesity must be implemented by the FSMC. The Local Wellness Policy is to be included as a part of the bid package in Schedule C. A la carte items are also to meet the SFA's standards indicated in Schedules A, B and C.

14. Performance Security

- a. It is recommended and encouraged that all performance security options be left open to the bidder. However, the SFA may select one, two or three of the options as indicated below:
- b. The FSMC shall be required to:
 - ☒ 1. **Performance Bond –**
Submit with the bid an assurance by a surety authorized to conduct business within New York State, that if selected as the successful bidder, and upon award of the contract, a performance bond will be issued in the amount of \$ _____ (10% of annual projected operating costs). Simultaneously with delivery of the executed contract, the successful vendor must provide to the SFA the executed surety company bond as required, to be held as security by the SFA for the faithful performance by FSMC of all terms of the contract. If selected, attach a copy of the Performance Bond on Required Form 10.
 - ☐ 2. **Reserve Fund –**
Submit with the bid an authorization for the SFA to hold in a reserve fund the amount of \$ _____ (10% of annual projected operating costs) out of the initial revenues produced by the school lunch program and earned by the FSMC. The SFA shall retain such reserve fund until the FSMC has faithfully performed all terms of the contract. If selected, attach a copy of the Authorization on Required Form 10.
 - ☐ 3. **Certified Check –**
Submit with the bid a letter of intent which states that a certified check, payable to the SFA in the amount of \$ _____ (10% of annual projected operating costs) will be issued upon award of the bid. Simultaneously, with delivery of the executed contract, the successful bidder must provide to the SFA, the certified check as required, to be held as security by the SFA for the faithful performance by the FSMC of all terms of the contract.

15. Bid Options

- a. The SFA has determined that the following bid option will be accepted: *(Check one)*

- ☐ Bid Option 1 – The SFA will use this bid option for receiving the same bid price for breakfast and lunch meals.
- ☒ Bid Option 2 – The SFA will require separate bids for the following programs (check all that apply):
- ☒ Breakfast
 - ☒ Lunch
 - ☐ Snack

The FSMC's cost reimbursement shall not exceed the contract terms (meals plus equivalent meals served multiplied by the Per Meal Cost Reimbursement Rate), limited to the extent of program income.

16. Bid Forms

- a. The SFA must cross out the options that are not relevant on the applicable bid form and fill in the blank amount(s) where applicable.
- b. Each bidder must complete the applicable bid form and the applicable annual financial budget projection exhibit(s) based on the SFA's bid option selection.
- c. The bid amount should take into account the value of USDA Foods, as specified in Schedule H

2021-2022 Bid Form (Option 1)

(The FSMC bidding on this option must also complete the annual financial budget projection on Exhibit 1)

The contract will be awarded based on the lowest responsible bid proposal for a per meal cost for breakfast and lunch, as defined herein. The FSMC will bill the SFA based on the individual per meal amounts.

| To Be Completed by the FSMC | | | |
|---|--|---|------------|
| Per meal cost rate | | = | |
| *Transfer this amount to either Option A, B or C selected by the SFA below. | | | (Per Meal) |

We, the undersigned agree to operate the food service management program as described in the bid specifications for the 2021-2022 school year. This proposal is subject to all the attached definitions, terms, conditions and specifications and we hereby agree to enter into the attached agreement subsequent to the award of the bid.

| To be Completed by SFA – (Cross out the option(s) that are not relevant and also fill in blank amount where applicable) | |
|--|---|
| <p><input type="radio"/> Option A - Guaranteed Return to SFA TOTAL PER MEAL COST for the operation of the program wherein all operating costs, incurred by the SFA of * \$ _____ will accrue from program income including all cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. Any deficit will be assumed by the FSMC.</p> <p><input type="radio"/> Option B - Break Even TOTAL PER MEAL COST for the operation of the program wherein all operating costs will accrue from program income including all cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. Any deficit will be assumed by the FSMC.</p> <p><input type="radio"/> Option C - General Fund Subsidy TOTAL PER MEAL COST for the operation of the program requiring a General Fund subsidy of * \$ _____ to cover the operating costs which exceed cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. The SFA shall not be liable from the General Fund over and above this subsidy.</p> <p>*To be completed by the SFA **The minimum conversion factor to be used to convert a la carte sales is \$3.93. Please note: The New York State Education Department establishes the a la carte conversion factor to be used to convert a la carte sales to equivalent meals, which include a la carte sales to students, adults and Child Nutrition vending machine sales as determined by the SFA to be part of the Child Nutrition Program. This conversion factor must reflect the most current rate issued by the NYS Education Department at the time of bid advertisement and must be used at the time of the bid proposal.</p> | <p><u>Grand Total Bid Amount</u> <i>(To be completed by FSMC based on option selected by SFA)</i></p> <p>_____</p> <p>_____</p> <p>_____</p> |

SUBMITTED BY: *(Original Signature Required – Blue Ink Only)*

| | |
|--|--|
| <p>Name of FSMC: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> | <p>Authorized Signature: _____</p> <p>Printed Name, Title: _____</p> <p>Date: _____</p> |
|--|--|

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

Exhibit #1: 2021-2022 Annual Financial Budget Projection

(For use with BID OPTION 1 Breakfast and Lunch with the same bid price)

TO BE COMPLETED BY THE FSMC

A proposed financial budget must be included with the bid proposal and should contain the following information:

(A) **PROJECTED GROSS RECEIPTS FOR BREAKFAST AND LUNCH**

| | |
|---|--|
| 1. Cash Sales | |
| a. Full Price and Reduced-Price Lunch Sales | |
| b. Adult and Student a la Carte Sales | |
| c. Special Milk Sales | |
| d. Full Price and Reduced-Price Breakfast Sales | |
| 2. Federal and State Reimbursements | |
| 3. General Fund Subsidy (Where Applicable) | |
| 4. Total Projected Receipts | |

(B) **PROJECTED EXPENSES FOR BREAKFAST AND LUNCH**

| | |
|--|--|
| 1. Food Costs | |
| 2. Labor-Salaries/Fringe Benefits | |
| 3. Miscellaneous (As Defined Herein) | |
| 4. Management Fee | |
| 5. Total Projected Expenses | |
| 6. SFA Guaranteed Return | |
| (Item A.4 minus Item B.5) = SFA Guaranteed Return. This amount must equal or exceed the guaranteed return to the SFA as specified by the SFA under bid Option A. | |

(C) **PROJECTED MEALS FOR BREAKFAST AND LUNCH**

| | |
|--------------------------------|--------|
| 1. Student Meal Pattern | |
| Breakfast | |
| Lunch | |
| Total | |
| 2. A La Carte Sales | |
| Divided by Conversion Factor** | \$4.03 |
| Equivalent Meals | |
| 3. Total Projected Meals | |

(D) **PROJECTED MEALS PER LABOR HOUR FOR BREAKFAST AND LUNCH**

| | | |
|--------------------------------------|---|--|
| 1. Total Projected Meals (Item C.3.) | ÷ | |
| 2. Projected meals per labor hour | = | |

** See bid for conversion factor explanation

2021-2022 Bid Form (Option 2)

(The FSMC bidding on this option must also complete the annual financial budget projection on Exhibit 2A, 2B, 2C)

The contract will be awarded based on the lowest responsible bid proposal for the combined grand total of breakfast and lunch, which shall reflect a per meal cost for breakfast, lunch and snack, as defined herein. The FSMC will bill the SFA based on the individual per meal amounts.

| To Be Completed by the FSMC | | To Be Completed by the SFA | | To Be Completed by the FSMC | |
|-----------------------------|----------------|----------------------------|--|-----------------------------|----------------|
| Program | Total Per Meal | x | SFA Estimate of Meals and Equivalent Meals | = | Total SFA Cost |
| Breakfast | \$2.0547 | x | 9324 | + | 19158.0228 |
| Lunch | \$3.4425 | x | 525992 | = | 1810727.46 |
| Snack | | x | | | |
| Grand Total* | | | | = | |

*Transfer this amount to either Option A, B or C selected by the SFA below.

We, the undersigned agree to operate the food service management program as described in the bid specifications for the 2021-2022 school year. This proposal is subject to all the attached definitions, terms, conditions and specifications and we hereby agree to enter into the attached agreement subsequent to the award of the bid.

| To be Completed by SFA – (Cross out the option(s) that are not relevant and also fill in blank amount where applicable) | |
|---|--|
| <input type="radio"/> Option A - Guaranteed Return to SFA TOTAL PER MEAL COST for the operation of the program wherein all operating costs, incurred by the SFA of * \$ _____ will accrue from program income including all cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. Any deficit will be assumed by the FSMC. | Grand Total Bid Amount <i>(To be completed by FSMC based on option selected by SFA)</i> N/A |
| <input type="radio"/> Option B - Break Even TOTAL PER MEAL COST for the operation of the program wherein all operating costs will accrue from program income including all cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. Any deficit will be assumed by the FSMC. | N/A |
| <input checked="" type="radio"/> Option C - General Fund Subsidy TOTAL PER MEAL COST for the operation of the program requiring a General Fund subsidy of * \$ _____ to cover the operating costs which exceed cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. The SFA shall not be liable from the General Fund over and above this subsidy. | \$1,829,885.48 |
| *To be completed by the SFA **The minimum conversion factor to be used to convert a la carte sales is \$3.93. Please note: The New York State Education Department establishes the a la carte conversion factor to be used to convert a la carte sales to equivalent meals which include a la carte sales to students, adults and Child Nutrition vending machine sales as determined by the SFA to be part of the Child Nutrition Program. This conversion factor must reflect the most current rate issued by the NYS Education Department at the time of bid advertisement and must be used at the time of the bid proposal. | |

| | |
|--|---|
| SUBMITTED BY: (Original Signature Required – Blue Ink Only) | |
| Name of FSMC: Compass Group USA, Inc., by and through its Chartwells Division | Authorized Signature: |
| Address: 2 International Drive Rye Brook, NY 10573 | Printed Name, Title: Belinda Oakley, CEO, Chartwells K12 Date: 7/21/2021 |

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

Exhibit #2A: 2021-2022 Annual Financial Budget Projection

(For use with BID OPTION 2 – Lunch Bid)

TO BE COMPLETED BY THE FSMC

A proposed financial budget must be included with the bid proposal and should contain the following information:

(A) **PROJECTED GROSS RECEIPTS FOR LUNCH**

| | |
|---|--|
| 1. Cash Sales | |
| a. Full Price and Reduced-Price Lunch Sales | |
| b. Adult and Student a la Carte Sales | |
| c. Special Milk Sales | |
| 2. Federal and State Reimbursements | |
| 3. General Fund Subsidy (Where Applicable) | |
| 4. Total Projected Receipts | |

(B) **PROJECTED EXPENSES FOR LUNCH**

| | |
|--|--|
| 1. Food Costs | |
| 2. Labor-Salaries/Fringe Benefits | |
| 3. Miscellaneous (As Defined Herein) | |
| 4. Management Fee | |
| 5. Total Projected Expenses | |
| 6. SFA Guaranteed Return | |
| (Item A.4 minus Item B.5) = SFA Guaranteed Return. This amount added to the figure on B 6 of Schedule C 3 must equal or exceed the guaranteed return to the SFA as specified by the SFA under bid Option A. | |

(C) **PROJECTED MEALS FOR LUNCH**

| | |
|--------------------------------|--------|
| 1. Student Meal Pattern Lunch | |
| 2. A La Carte Sales | |
| Divided by Conversion Factor** | \$4.03 |
| Equivalent Meals | |
| 3. Total Projected Meals | |

(D) **PROJECTED MEALS PER LABOR HOUR FOR LUNCH**

| | | |
|--------------------------------------|---|-----------------------------|
| 1. Total Projected Meals (Item C.3.) | ÷ | Total Projected Labor Hours |
| 2. Projected meals per labor hour | = | |

** See bid for conversion factor explanation

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

Exhibit #2B: 2021-2022 Annual Financial Budget Projection

(For use with BID OPTION 2 – Breakfast Bid)

TO BE COMPLETED BY THE FSMC

A proposed financial budget must be included with the bid proposal and should contain the following information:

(A) PROJECTED GROSS RECEIPTS FOR BREAKFAST

| | |
|---|--|
| 1. Cash Sales | |
| a. Full Price and Reduced-Price Breakfast Sales | |
| b. Adult and Student a la Carte Sales | |
| c. Special Milk Sales | |
| 2. Federal and State Reimbursements | |
| 3. General Fund Subsidy (Where Applicable) | |
| 4. Total Projected Receipts | |

(B) PROJECTED EXPENSES FOR BREAKFAST

| | |
|--|--|
| 1. Food Costs | |
| 2. Labor-Salaries/Fringe Benefits | |
| 3. Miscellaneous (As Defined Herein) | |
| 4. Management Fee | |
| 5. Total Projected Expenses | |
| 6. SFA Guaranteed Return | |
| (Item A.4 minus Item B.5) = SFA Guaranteed Return. This amount added to the figure on B 6 of Schedule C 3 must equal or exceed the guaranteed return to the SFA as specified by the SFA under bid Option A. | |

(C) PROJECTED MEALS FOR BREAKFAST

| | |
|-----------------------------------|--------|
| 1. Student Meal Pattern Breakfast | |
| 2. A La Carte Sales | |
| Divided by Conversion Factor** | \$4.03 |
| Equivalent Meals | |
| 3. Total Projected Meals | |

(D) PROJECTED MEALS PER LABOR HOUR FOR BREAKFAST

| | | |
|--------------------------------------|---|-----------------------------|
| 1. Total Projected Meals (Item C.3.) | ÷ | Total Projected Labor Hours |
| 2. Projected meals per labor hour | = | |

**** See bid for conversion factor explanation**

Exhibit #2C: 2021-2022 Annual Financial Budget Projection

(For use with BID OPTION 2 – Snack Bid)

TO BE COMPLETED BY THE FSMC

A proposed financial budget must be included with the bid proposal and should contain the following information:

(A) **PROJECTED GROSS RECEIPTS FOR SNACK**

| | |
|---|--|
| 1. Cash Sales | |
| a. Full Price and Reduced-Price Snack Sales | |
| b. Adult and Student a la Carte Sales | |
| 2. Federal Reimbursements | |
| 3. General Fund Subsidy (Where Applicable) | |
| 4. Total Projected Receipts | |

(B) **PROJECTED EXPENSES FOR SNACK**

| | |
|--|--|
| 1. Food Costs | |
| 2. Labor-Salaries/Fringe Benefits | |
| 3. Miscellaneous (As Defined Herein) | |
| 4. Management Fee | |
| 5. Total Projected Expenses | |
| 6. SFA Guaranteed Return | |
| (Item A.4 minus Item B.5) = SFA Guaranteed Return. This amount added to the figure on B 6 of Schedule C 3 must equal or exceed the guaranteed return to the SFA as specified by the SFA under bid Option A. | |

(C) **PROJECTED MEALS FOR SNACK**

| | |
|--------------------------------|--------|
| 1. Student Meal Pattern Snack | |
| 2. A La Carte Sales | |
| Divided by Conversion Factor** | \$4.03 |
| Equivalent Meals | |
| 3. Total Projected Meals | |

(D) **PROJECTED MEALS PER LABOR HOUR FOR SNACK**

| | | |
|--------------------------------------|---|-----------------------------|
| 1. Total Projected Meals (Item C.3.) | ÷ | Total Projected Labor Hours |
| 2. Projected meals per labor hour | = | |

** See bid for conversion factor explanation

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

17. Award of Contract

- a. Award of the contract shall be to the lowest responsible bidder whose responsibility shall be determined by the SFA Board of Education.
- b. In preparation for the first day of meal service, the FSMC awarded the contract must submit a detailed written timetable for the transition to their FSMC operations within 15 days of award of the contract. The timetable must include interviewing/hiring staff, training and provisions for providing other services and enhancements as outlined in this agreement and bid specifications.
- c. If the SFA allows bidders to bid under more than one option (A, B or C) on the BID FORM, the SFA will consider bids in the following consecutive order to determine the lowest responsible bidder: from the lowest Option A, then Option B, to the highest Option C.

IMPORTANT**(1) PREBID DOCUMENTS -**

Complete NYSED Prototype Pre-bid Contracts are to be emailed to cn@nysed.gov 30 days prior to letting bids. Schedules A-I must contain complete information and be included in with the prototype pre-bid contract for review by NYSED Child Nutrition Program Administration Office. A pre-review email will be sent to the SFA once the pre-bid has been reviewed and approved.

(2) EXECUTED CONTRACTS -

Schedules A-I must contain complete information and be included in with the prototype pre-bid contract for review by NYSED Child Nutrition Program Administration Office.

Schedule A

ATTACH MENU(S) AND OTHER RELATED MATERIALS HERE

- I. Attach 21-day menu for breakfast and/or lunch and/or summer as applicable. The menu provided must be in compliance with the Food Based Meal Pattern and Nutrition Standards outlined on pages 48 and 49 of this contract. All menus must include the daily recommended portion sizes per serving.

- II. Attach the following related materials here:
 - a. SFA may attach a menu for each grade level
 - b. Merchandising specifications and Promotional specifications
 - c. Attach Sample Production Records - Refer to <http://www.cn.nysed.gov> for sample production records
 - d. Attach Sample Standardized Recipes - Refer to <http://www.cn.nysed.gov> for sample standardized recipes

- III. Milk is the only beverage choice in its own category. For example: Milk or juice cannot be a beverage choice. Beverages other than milk, including but not limited to iced tea, lemonade, punch, juice, water, coffee, fruit drinks, etc., may not be substituted for milk as part of the reimbursable meal.

- IV. An SFA with no capability to prepare a 21-day cycle menu may, with State Agency approval, require that each food service management company include a 21-day cycle menu, developed in accordance with the provisions of 7 CFR 210.10, 220.8, and/or 225.16, with its bid proposal. The SFA must attach a plan on how the menu will be evaluated to ensure compliance with the meal pattern for components and quantity, and dietary specifications, affordability, nutrition requirements, and appeal to students.

What's on the Menu?

Elementary Breakfast Sample Menu: Cafeteria

| Monday | Tuesday | Wednesday | Thursday | Friday |
|---|---|--|--|--|
| Whole Grain Pancakes with Syrup  Cinnamon Toast Crunch Low Fat String Cheese 100% Fruit Juices Sweet Red Delicious Apple | Whole Grain French Toast Sticks with Syrup  Frosted Flakes Low Fat String Cheese 100% Fruit Juices Chilled Diced Peaches | Whole Grain Waffles with Syrup  Cinnamon Toast Crunch Low Fat String Cheese 100% Fruit Juices Juicy Orange Wedges | Chicken Breakfast Biscuit Sandwich Frosted Flakes Low Fat String Cheese 100% Fruit Juices Chilled Diced Pears | Whole Grain Bagel with Light Cream Cheese  Cinnamon Toast Crunch Low Fat String Cheese 100% Fruit Juices Whole Ripe Banana |
| Egg & Cheese Breakfast Wrap  Apple Cinnamon Cheerios Sweet Red Delicious Apple 100% Fruit Juices Sweet Red Delicious Apple | Biscuit w/ Creamy Sausage Gravy  Golden Grahams Cereal Bar Low Fat String Cheese 100% Fruit Juices Chilled Pineapple Tidbits | Whole Grain Pancakes with Syrup  Apple Cinnamon Cheerios Low Fat String Cheese 100% Fruit Juices Juicy Orange Wedges | Blueberry Bagel with Light Cream Cheese  Golden Grahams Cereal Bar Low Fat String Cheese 100% Fruit Juices Chilled Diced Fruit | Turkey Sausage Breakfast Pizza  Apple Cinnamon Cheerios Low Fat String Cheese 100% Fruit Juices Whole Ripe Banana |
| Whole Grain Waffles with Syrup  Apple Cinnamon Nutrigrain Bar Low Fat String Cheese 100% Fruit Juices Sweet Red Delicious Apple | Egg & Cheese Breakfast Sandwich  Golden Grahams Cereal Low Fat String Cheese 100% Fruit Juices Assorted Craisins | Whole Grain Pancakes with Syrup  Apple Cinnamon Nutrigrain Bar Low Fat String Cheese 100% Fruit Juices Juicy Orange Wedges | Turkey Sausage Biscuit Breakfast Sandwich  Golden Grahams Cereal Low Fat String Cheese 100% Fruit Juices Assorted Craisins | Whole Grain Blueberry Bagel with Light Cream Cheese  Apple Cinnamon Nutrigrain Bar Low Fat String Cheese 100% Fruit Juices Whole Ripe Banana |
| Whole Grain French Toast Sticks with Syrup  Corn Chex Cereal Low Fat String Cheese 100% Fruit Juices Sweet Red Delicious Apple | Turkey Sausage Biscuit Sandwich  Apple Pie Overnight Oats Low Fat String Cheese 100% Fruit Juices Chilled Pineapple Tidbits | Whole Grain Pancakes with Syrup Corn Chex Cereal Low Fat String Cheese 100% Fruit Juices Juicy Orange Wedges | Colby Cheese Omelet w/ Whole Grain Toast  Apple Pie Overnight Oats Low Fat String Cheese 100% Fruit Juices Applesauce Cups | Chicken Biscuit Sandwich  Corn Chex Cereal Low Fat String Cheese 100% Fruit Juices Whole Ripe Banana |



Vegetarian

















Locally Grown

BREAKFAST: A full student breakfast includes a choice of entree supplying grain and/or protein, two (2) fruit side dishes and choice of milk. Milk choices include 1% white and skim chocolate.

This institution is an equal opportunity provider.

What's on the Menu?

Elementary Breakfast Sample Menu: Cafeteria

| Monday | Tuesday | Wednesday | Thursday | Friday |
|---|---|---|---|---|
| Whole Grain Pancakes with Syrup  Cinnamon Toast Crunch Low Fat String Cheese 100% Fruit Juices Sweet Red Delicious Apple |  |  | |  |
|  | |  |  | |
|  |  |  | |  |
|  | |  |  | |

 Vegetarian  Locally Grown

BREAKFAST: A full student breakfast includes a choice of entree supplying grain and/or protein, two (2) fruit side dishes and choice of milk. Milk choices include 1% white and skim chocolate.

This institution is an equal opportunity provider.

What's on the Menu?

Elementary Lunch Sample Menu Week. 1: Cafeteria

| Monday | Tuesday | Wednesday | Thursday | Friday |
|--------|---------|-----------|----------|--------|
|--------|---------|-----------|----------|--------|

Hot Options

Sweet & Sour Chicken
Brown Rice
Soft Roll

Bubbly Baked Macaroni & Cheese
Warm Breadstick

Tender Pulled Pork Sandwich
Sweet Potato Fries

Chicken & Bean Burritos
Elotes Style Corn

Crispy Chicken Tenders
Sriracha Ranch Dip, Soft Roll

Smothered Philly Cheese Steak

Classic American Cheeseburger

Little Italy Style Meatball Sub

Traditional Pepperoni Pizza

Batter Dipped Corn Dog

Cold Options

Blueberry Muffin Fun Lunch

Turkey & Ham Chef's Salad w/ Croutons
Soft Roll

Grilled Chicken Caesar Salad
Soft Roll

Granola & Mixed Berry Parfait

Tuna Salad Sub Sandwich

Side Options

Tart Granny Smith Apple

Juicy Orange Wedges

Whole Ripe Banana

Sweet Red Delicious Apple

Whole Ripe Pear

Chilled Diced Peaches

Chilled Fruit Cocktail

Chilled Diced Pears

Chilled Pineapple Tidbits

Applesauce Cups

Crispy Celery Sticks

Crispy Baby Carrots

Crunchy Broccoli Florets

Plump Grape Tomatoes

Crunchy Cauliflower Florets

Romaine & Spinach Salad, Ranch Dressing

Black Bean & Corn Salad

German Potato Salad

Black Bean & Corn Salad

Romaine & Spinach Salad, Ranch Dressing

LUNCH. Milk choices include 1% white and fat free chocolate.



What's on the Menu?

Elementary Lunch Sample Menu Week. 2: Cafeteria

| Monday | Tuesday | Wednesday | Thursday | Friday |
|---|---|---|--|---|
| Hot Options | | | | |
| Spaghetti with Mama's Meatballs Savory Green Beans Soft Roll | Soft Turkey Tacos Cilantro Lime Rice, Pinto Beans, Tomato Salsa | Whole Grain French Toast Sticks with Syrup Crispy Tater Tots, Turkey Sausage | Chili Cheese Dog Seasoned Chili, Beans, Cheddar | Mashed Potato & Popcorn Chicken Bowl Steamed Peas, Soft Roll |
| Baked Mozzarella Sticks Marinara | Classic Cheese Pizza | Ham & Cheese Bagel Melt | Classic Chicken Sandwich | Roasted Vegetable Flatbread |
| Cold Options | | | | |
| Garden Salad with Cheddar Cheese and Croutons Soft Roll | Turkey Taco Salad | Cran-Apple Chicken Salad Sandwich | Philly Steak Wrap | Yogurt Graham Fun Lunch |
| Side Options | | | | |
| Tart Granny Smith Apple | Juicy Orange Wedges | Whole Ripe Banana | Sweet Red Delicious Apple | Whole Ripe Pear |
| Chilled Diced Peaches | Chilled Fruit Cocktail | Chilled Diced Pears | Chilled Pineapple Tidbits | Applesauce Cups |
| Crispy Celery Sticks | Crispy Baby Carrots | Crunchy Broccoli Florets | Plump Grape Tomatoes | Crunchy Cauliflower Florets |
| Romaine & Spinach Salad, Ranch Dressing | Black Bean & Corn Salad | Carrot and Raisin Salad | Black Bean & Corn Salad | Crispy Jicama Sticks |

LUNCH. Milk choices include 1% white and fat free chocolate.



What's on the Menu?

Elementary Lunch Sample Menu Week. 3: Cafeteria

| Monday | Tuesday | Wednesday | Thursday | Friday |
|--|---|--|--|---|
| Hot Options | | | | |
| Boneless Teriyaki Chicken Wings Glazed Carrots, Soft Roll | Loaded Baked Potato Veggie Chili, Cheese Sauce, Broccoli, Soft Roll | BBQ Rib Sandwich Sautéed Peppers & Onions, Baked Beans | Carved Oven Roasted Turkey Pan Gravy, Mashed Potatoes, Soft Roll | Creamy Chicken Alfredo Rotini Pasta Soft Roll |
| Pepperoni & Ricotta Cheese Calzone | Classic Cheese Pizza | Grilled Cheese Sandwich | Batter Dipped Corn Dog | Classic American Cheeseburger |
| Cold Options | | | | |
| Ham Cobb Salad Soft Roll | Italian Combo Hoagie | Build Your Own Pizza Fun Lunch | Greek Chick Pea Wrap | Buffalo Ranch Chicken Salad Warm Breadstick |
| Side Options | | | | |
| Tart Granny Smith Apple | Juicy Orange Wedges | Whole Ripe Banana | Sweet Red Delicious Apple | Whole Fresh Pear |
| Chilled Diced Peaches | Chilled Fruit Cocktail | Chilled Diced Pears | Chilled Pineapple Tidbits | Applesauce Cups |
| Crispy Celery Sticks | Crispy Baby Carrots | Crunchy Broccoli Florets | Plump Grape Tomatoes | Crunchy Cauliflower Florets |
| Corn and Pepper Salad | Romaine & Spinach Salad, Ranch Dressing | German Potato Salad | Veggie Pasta Salad | Citrus Bean Salad |

LUNCH. Milk choices include 1% white and fat free chocolate.



What's on the Menu?

Elementary Lunch Sample Menu Week. 4: Cafeteria

| Monday | Tuesday | Wednesday | Thursday | Friday |
|---|---|---|--|---|
| Hot Options | | | | |
| Crispy Whole Grain Chicken Nuggets Sweet Honey Mustard, Sweet Potato Fries, Soft Roll BBQ Chicken Pizza | Rotini with Hearty Italian Meat Sauce Tomato Sauce, Garlic Bread Classic Grilled Chicken Sandwich | Sweet & Sour Meatballs Asian Brown Rice, Stir Fried Vegetables, Soft Roll Hot Turkey & Cheese Frenchy | Carne Asada Nachos Seasoned Beef, Corn, Cheddar Cheese, Salsa Southwestern Quesadilla Salsa | Home-Style Meatloaf Homemade Fluffy Mashed Potatoes, Soft Dinner Roll Baked Mozzarella Sticks Marinara |
| Cold Options | | | | |
| Garden Salad with Cheddar Cheese and Croutons Soft Roll | Build Your Own Nacho Fun Lunch | Antipasto Salad Soft Roll | Granola & Blueberry Parfait | Chicken, Swiss and Spinach Sub |
| Side Options | | | | |
| Tart Granny Smith Apple | Juicy Fresh Orange | Whole Ripe Banana | Sweet Red Delicious Apple | Whole Fresh Pear |
| Chilled Diced Peaches | Chilled Fruit Cocktail | Chilled Diced Pears | Chilled Pineapple Tidbits | Applesauce Cups |
| Crispy Celery Sticks | Crispy Baby Carrots | Crunchy Broccoli Florets | Plump Grape Tomatoes | Crunchy Cauliflower Florets |
| Three Bean Salad | Romaine & Spinach Salad, Ranch Dressing | Mandarin Orange Cucumber Salad | Black Bean and Corn Salad | Crispy Jicama Sticks |

LUNCH. Milk choices include 1% white and fat free chocolate.



What's on the Menu?

Elementary Lunch Sample Menu Week. 5: Cafeteria

Monday

Tuesday

Wednesday

Thursday

Friday

Hot Options

**Sweet & Sour
Chicken**
Brown Rice
Soft Roll

**Smothered
Philly Cheese
Steak**

Cold Options

**Blueberry Muffin
Fun Lunch**

Side Options

Tart Granny
Smith Apple

Chilled Diced
Peaches

Crispy
Celery Sticks

Romaine &
Spinach Salad,
Ranch Dressing

LUNCH. Milk choices include 1% white and fat free chocolate.

chartwells
serving up happy & healthy



Vegetarian







Locally Grown

This institution is an equal opportunity provider.

What's on the Menu?

Secondary Breakfast Sample Menu: Cafeteria

| Monday | Tuesday | Wednesday | Thursday | Friday |
|--|--|--|--|--|
| Whole Grain Pancakes with Syrup  Frosted Strawberry Pop Tart Low Fat String Cheese 100% Fruit Juices Sweet Red Delicious Apple | Whole Grain French Toast Sticks with Syrup  Blueberry-Banana French Toast Bite Parfait Low Fat String Cheese 100% Fruit Juices Chilled Diced Peaches | Whole Grain Waffles with Syrup  Frosted Strawberry Pop Tart Low Fat String Cheese 100% Fruit Juices Juicy Orange Wedges | Chicken Breakfast Biscuit Sandwich  Blueberry-Banana French Toast Bite Parfait Low Fat String Cheese 100% Fruit Juices Chilled Diced Pears | Whole Grain Bagel with Light Cream Cheese  Frosted Strawberry Pop Tart Low Fat String Cheese 100% Fruit Juices Whole Ripe Banana |
| Egg & Cheese Breakfast Wrap Sandwich  French Toast Crunch Bar Low Fat String Cheese 100% Fruit Juices Sweet Red Delicious Apple | Warm Biscuit w/ Creamy Sausage Gravy  Peach Cobbler Yogurt Parfait Low Fat String Cheese 100% Fruit Juices Chilled Pineapple Tidbits | Whole Grain Pancakes with Syrup  French Toast Crunch Bar Low Fat String Cheese 100% Fruit Juices Juicy Orange Wedges | Blueberry Bagel with Light Cream Cheese  Peach Cobbler Yogurt Parfait Low Fat String Cheese 100% Fruit Juices Chilled Diced Fruit | Turkey Sausage Breakfast Pizza  French Toast Crunch Bar Low Fat String Cheese 100% Fruit Juices Whole Ripe Banana |
| Whole Grain Waffles with Syrup  Apple Cinnamon Nutrigrain Bar Low Fat String Cheese 100% Fruit Juices Sweet Red Delicious Apple | Egg & Cheese Breakfast Sandwich  Cinnamon Chex Cereal Low Fat String Cheese 100% Fruit Juices Assorted Craisins | Whole Grain Pancakes with Syrup  Apple Cinnamon Nutrigrain Bar Low Fat String Cheese 100% Fruit Juices Juicy Orange Wedges | Turkey Sausage Biscuit Breakfast Sandwich  Cinnamon Chex Cereal Low Fat String Cheese 100% Fruit Juices Assorted Craisins | Whole Grain Blueberry Bagel with Light Cream Cheese  Apple Cinnamon Nutrigrain Bar Low Fat String Cheese 100% Fruit Juices Whole Ripe Banana |
| Whole Grain French Toast Sticks with Syrup  Lemon Chip Crunch Bar Low Fat String Cheese 100% Fruit Juice Sweet Red Delicious Apple | Turkey Sausage Biscuit Sandwich  Apple Pie Overnight Oats Low Fat String Cheese 100% Fruit Juice Chilled Pineapple Tidbits | Whole Grain Pancakes with Syrup  Lemon Chip Crunch Bar Low Fat String Cheese 100% Fruit Juices Juicy Orange Wedges | Colby Cheese Omelet with Whole Grain Toast  Apple Pie Overnight Oats Low Fat String Cheese 100% Fruit Juices Applesauce Cups | Chicken Biscuit Sandwich  Lemon Chip Crunch Bar Low Fat String Cheese 100% Fruit Juices Whole Ripe Banana |



Vegetarian
















Locally Grown

BREAKFAST: A full student breakfast includes a choice of entree supplying grain and/or protein, two (2) fruit side dishes and choice of milk. Milk choices include 1% white and skim chocolate.

This institution is an equal opportunity provider.

What's on the Menu?

Secondary Breakfast Sample Menu: Cafeteria

| Monday | Tuesday | Wednesday | Thursday | Friday |
|--|---|---|---|---|
| Whole Grain Pancakes with Syrup  Frosted Strawberry Pop Tart Low Fat String Cheese 100% Fruit Juices Sweet Red Delicious Apple |  |  | |  |
|  | | |  | |
|  |  |  | |  |
|  | |  |  | |

 Vegetarian  Locally Grown

BREAKFAST: A full student breakfast includes a choice of entree supplying grain and/or protein, two (2) fruit side dishes and choice of milk. Milk choices include 1% white and skim chocolate.

This institution is an equal opportunity provider.

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

What's on the Menu?

Secondary Lunch Sample Menu Week. 1: Cafeteria

| Monday | Tuesday | Wednesday | Thursday | Friday |
|--|---|--|--|--|
| Hot Options | | | | |
| Sweet & Sour Chicken Brown Rice Soft Roll | Bubbly Baked Macaroni & Cheese Warm Breadstick | Tender Pulled Pork Sandwich Sweet Potato Fries | Chicken & Bean Burritos Elotes Style Corn, Salsa | Crispy Chicken Tenders Sriracha Ranch Dip, Soft Roll |
| Smothered Philly Cheese Steak | Classic American Cheeseburger | Little Italy Style Meatball Sub | Blazin' Spicy Chicken Sandwich | Pepperoni & Ricotta Cheese Calzone |
| Mushroom Pizza | Classic Cheese Pizza | Traditional Pepperoni Pizza | Loaded Supreme Pizza | Veggie Lovers Pizza |
| Cold Options | | | | |
| Ham Cobb Salad w/ Croutons Soft Roll | Turkey & Ham Chef's Salad w/ Croutons Soft Roll | Grilled Chicken Caesar Salad w/ Croutons Soft Roll | Granola & Mixed Berry Parfait | Buffalo Ranch Chicken Salad Warm Breadstick |
| Turkey Apple Cheddar Wrap | Italian Combo Hoagie | Turkey Club Sandwich | Greek Chick Pea Wrap | Tuna Salad Sub Sandwich |
| Side Options | | | | |
| Tart Granny Smith Apple | Juicy Fresh Orange | Whole Ripe Banana | Sweet Red Delicious Apple | Whole Ripe Pear |
| Chilled Diced Peaches | Chilled Fruit Cocktail | Chilled Diced Pears | Chilled Pineapple Tidbits | Applesauce Cups |
| Crispy Celery Sticks | Crispy Baby Carrots | Crunchy Broccoli Florets | Plump Grape Tomatoes | Crunchy Cauliflower Florets |
| Red & Green Pepper Strips | Black Bean & Corn Salad | Homestyle Potato Salad | Black Bean & Corn Salad | Crispy Jicama Sticks |

LUNCH. Milk choices include 1% white and fat free chocolate.



What's on the Menu?

Secondary Lunch Sample Menu Week. 2: Cafeteria

| Monday | Tuesday | Wednesday | Thursday | Friday |
|---|--|---|--|--|
| Hot Options | | | | |
| Spaghetti with Mama's Meatballs Savory Green Beans, Soft Roll | Soft Turkey Tacos Cilantro Lime Rice, Pinto Beans, Salsa | Whole Grain French Toast Sticks with Syrup Turkey Sausage, Crispy Tater Tots | Chili Cheese Dog Seasoned Chili, Cheddar Cheese | Mashed Potato & Popcorn Chicken Bowl Steamed Peas, Soft Dinner Roll |
| Classic American Cheeseburger | Classic Grilled Chicken Sandwich | Ham & Cheese Bagel Melt | Classic Chicken Sandwich | Red Hot Buffalo Chicken Flatbread |
| BBQ Chicken Pizza | Classic Cheese Pizza | Pepperoni & Jalapeno Pizza | Hawaiian Pineapple & Ham Pizza | Bacon Cheeseburger Pizza |
| Cold Options | | | | |
| Garden Salad with Cheddar Cheese Soft Roll | Turkey Taco Salad Tortilla Strips | Antipasto Italiano Salad | Granola & Apple Cinnamon Parfait | Grilled Chicken Strawberry Salad Soft Roll |
| Turkey BLT Wrap | Veggie Muffuletta | Cran-Apple Chicken Salad Sandwich | Philly Steak Wrap | Tuna Salad Sub Sandwich |
| Side Options | | | | |
| Tart Granny Smith Apple | Juicy Fresh Orange | Whole Ripe Banana | Sweet Red Delicious Apple | Whole Ripe Pear |
| Chilled Diced Peaches | Chilled Fruit Cocktail | Chilled Diced Pears | Chilled Pineapple Tidbits | Applesauce Cups |
| Crispy Celery Sticks | Crispy Baby Carrots | Crunchy Broccoli Florets | Plump Grape Tomatoes | Crunchy Cauliflower Florets |
| Red & Green Pepper Strips | Black Bean & Corn Salad | Crunchy Zucchini Sticks | Black Bean & Corn Salad | Crispy Jicama Sticks |



What's on the Menu?

Secondary Lunch Sample Menu Week. 3: Cafeteria

| Monday | Tuesday | Wednesday | Thursday | Friday |
|---|---|--|--|---|
| Hot Options | | | | |
| Boneless Buffalo Chicken Wings Orange Glazed Carrots, Soft Roll | Loaded Baked Potato Veggie Chili, Cheese Sauce, Broccoli, Soft Roll | BBQ Rib Sandwich Sautéed Peppers & Onions, Baked Beans | Carved Oven Roasted Turkey Pan Gravy, Mashed Potatoes, Soft Roll | Creamy Chicken Alfredo Rotini Pasta Soft Roll |
| Smothered Philly Cheese Steak | Classic American Cheeseburger | Little Italy Style Meatball Sub | Blazin' Spicy Chicken Sandwich | Pepperoni & Ricotta Cheese Calzone |
| Mushroom Pizza | Classic Cheese Pizza | Traditional Pepperoni Pizza | Loaded Supreme Pizza | Veggie Lovers Pizza |
| Cold Options | | | | |
| Ham Cobb Salad Soft Roll | Turkey & Ham Chef's Salad w/ Croutons Soft Roll | Grilled Chicken Caesar Salad Soft Roll | Granola & Mixed Berry Parfait | Buffalo Ranch Chicken Salad Warm Breadstick |
| Turkey Apple Cheddar Wrap | Italian Combo Hoagie | Turkey Club Sandwich | Greek Chick Pea Wrap | Tuna Salad Sub Sandwich |
| Side Options | | | | |
| Tart Granny Smith Apple | Juicy Fresh Orange | Whole Ripe Banana | Sweet Red Delicious Apple | Whole Fresh Pear |
| Chilled Diced Peaches | Chilled Fruit Cocktail | Chilled Diced Pears | Chilled Pineapple Tidbits | Applesauce Cups |
| Crispy Celery Sticks | Crispy Baby Carrots | Crunchy Broccoli Florets | Plump Grape Tomatoes | Crunchy Cauliflower Florets |
| Corn and Pepper Salad | Red & Green Pepper Strips | German Potato Salad | Crunchy Zucchini Sticks | Garbanzo Beans |

LUNCH. Milk choices include 1% white and fat free chocolate.

chartwells
serving up happy & healthy



Vegetarian



Locally Grown

This institution is an equal opportunity provider.

What's on the Menu?

Secondary Lunch Sample Menu Week. 4: Cafeteria

| Monday | Tuesday | Wednesday | Thursday | Friday |
|---|--|---|--|--|
| Hot Options | | | | |
| Crispy Whole Grain Chicken Nuggets Sweet Honey Mustard, Sweet Potato Fries, Soft Roll | Rotini with Hearty Italian Meat Sauce Garlic Bread | Sweet & Sour Meatballs Tangy Sauce, Asian Brown Rice, Soft Roll | Buffalo Chicken Dip Spicy Buffalo Sauce, Ranch, Cheese, Tortilla Chips | Home-Style Meatloaf Homemade Fluffy Mashed Potatoes, Soft Roll |
| Classic American Cheeseburger | Classic Grilled Chicken Sandwich | Ham & Cheese Bagel Melt | Classic Chicken Sandwich | Buffalo Chicken Flatbread |
| BBQ Chicken Pizza | Classic Cheese Pizza | Traditional Pepperoni Pizza | Hawaiian Pineapple & Ham Pizza | Bacon Cheeseburger Pizza |
| Cold Options | | | | |
| Garden Salad with Cheddar Cheese & Croutons Soft Roll | Turkey Taco Salad Tortilla Strips | Antipasto Italiano Salad | Granola & Blueberry Parfait | Grilled Chicken Strawberry Salad w/ Croutons Soft Roll |
| Turkey BLT Wrap | Veggie Muffuletta Sandwich | Cran-Apple Chicken Salad Sandwich | Philly Steak Wrap | Tuna Salad Sub Sandwich |
| Side Options | | | | |
| Tart Granny Smith Apple | Juicy Fresh Orange | Whole Fresh Banana | Sweet Red Delicious Apple | Whole Ripe Pear |
| Chilled Diced Peaches | Chilled Fruit Cocktail | Chilled Diced Pears | Chilled Pineapple Tidbits | Applesauce Cups |
| Crispy Celery Sticks | Crispy Baby Carrots | Crunchy Broccoli Florets | Plump Grape Tomatoes | Crunchy Cauliflower Florets |
| Three Bean Salad | Red & Green Pepper Strips | Crunchy Zucchini Sticks | Black Bean and Corn Salad | German Style Potato Salad |

LUNCH. Milk choices include 1% white and fat free chocolate.

chartwells
serving up happy & healthy



Vegetarian



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This institution is an equal opportunity provider.

What's on the Menu?

Secondary Lunch Sample Menu Week. 5: Cafeteria

Monday

Tuesday

Wednesday

Thursday

Friday

Hot Options

**Sweet & Sour
Chicken**
Brown Rice
Soft Roll

**Smothered
Philly Cheese
Steak**

**Mushroom
Pizza**

Cold Options

**Ham Cobb
Salad w/
Croutons**
Soft Roll

**Turkey Apple
Cheddar Wrap**

Side Options

Tart Granny
Smith Apple

Chilled
Diced Peaches

Crispy
Celery Sticks

Red & Green
Pepper Strips

LUNCH. Milk choices include 1% white and fat free chocolate.

chartwells
serving up happy & healthy



Vegetarian



Locally Grown

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SCHEDULE A

LEVITTOWN UNION FREE SCHOOL DISTRICT - SCHEDULE A

1. In reference to Agreement Section #3.A:
 - a. All schools in the Levittown Union Free School District participate in the National School Lunch Program.
 - b. All grades Kindergarten – 12 will operate under the Offer vs. Serve Program at lunch whereby all 5 components must be offered but the students only need to receive 3, 4 or all 5 components to meet the reimbursable lunch meal criteria.
 - c. One of the 3 components must be a minimum ½ cup creditable portion of fruit or vegetable.
 - d. The SFA discourages the FSMC employees requiring students to take more components than desired or necessary to complete the reimbursable meal, i.e., unnecessarily making students take a milk when in fact they have already selected the proper components of a reimbursable lunch meal and do not desire a milk.
2. In reference to Agreement Section #3.C:
 - a. All secondary schools and several of the Elementary Schools (specifics TBD) in the Levittown Union Free School District will participate in the National School Breakfast Program in 2021-22.
 - b. All grades will operate under the Offer vs. Serve Program at breakfast whereby all 4 components must be offered but the students only need to receive 3 or all 4 components to meet the reimbursable breakfast meal criteria.
 - c. One full cup of fruit must be offered at breakfast, and one of the 3 components taken by the students at breakfast must be a minimum ½ cup creditable portion of fruit to constitute a reimbursable breakfast meal.
 - d. The SFA discourages the FSMC employees requiring students to take more components than desired or necessary to complete the reimbursable meal, i.e., unnecessarily making students take a juice when in fact they have already selected the proper components of a reimbursable meal, including a ½ cup creditable portion of fruit, and do not desire a juice.
3. In reference to Agreement Section #3.H:
 - a. With the growing number of student allergies among students, it is required that the FSMC work closely with each school nurse to identify and address each allergy. The POS system is currently updated by the SFA's student information system and will continue to be the case for the life of this contract. A confidential list of students with food allergies will be provided to the FSMC by the SFA; it is imperative that these students be personally (not publically) identified as they go through the serving line. This will mean the FSMC must purchase food items to meet the needs of the student allergies such as lactose-free milk, gluten-free products, sunflower seed spread, and the many more items that may become necessary. These food items will be purchased and served to the students at no extra cost as part of the normal pricing for each student. The FSMC shall purchase these additional items as part of its normal purchases and shall not be compensated above the normal meal rate. Each FSMC staff member must be trained on how to serve items to students with allergies, monitor health plans, and apply the appropriate protocol for responding to an allergic reaction. The FSMC awarded this contract will be required to work with the District to accommodate these students. A corporate allergen management plan must be submitted by the FSMC with its bid response.
 - b. The FSMC must adhere to the SFA Wellness Policy and Regulations and the Allergy Policy and Regulations during the life of this contract, including any changes that may occur to its current nut/peanut policy.
 - i. All schools in the Levittown UFSD strive to create a "nut-aware" environment whereby proper precautions are taken should a student have a nut allergy.
 - ii. Sunbutter (or equivalent) shall be available upon request in lieu of peanut butter at no additional charge to the students.

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- iii. Peanut butter may be served at all schools where it is safe to do so, taking special consideration for all students with allergies in each school.
 - c. The FSMC shall update the POS system with student allergy information on a regular basis. If a child indicates the status of his or her allergy has changed from what is in the system, the FSMC must notify the school nurse to contact the student's parent/guardian and instruct the student to have his or her parent/guardian notify the school of said change.
- 4. In reference to Agreement Section #3. I:
 - a. Any use of such fillers or extenders as "TVP" must be approved in advance by the SFA.
- 5. In reference to Agreement Section #4.B:
 - a. The FSMC must have an inventory control system in place whenever food is sold without a POS terminal or cash register. Such records are to be available to the District for audit along with all other required information. Should this be considered by the FSMC, the SFA must approve this arrangement prior to actual operation of the proposed sales (in a location without a POS terminal).
 - b. The FSMC must maintain a manual alphabetical roster for each school, enabling the roster to be used in case of a power failure to the POS system. This roster should be printed monthly from the POS system by the FSMC and include Free/Reduced/Paid status to ensure proper sales recognition and submission of claims to NY State.
- 6. In reference to Agreement Section #4.C:
 - a. The Levittown UFSD's current POS system is Nutrikids.
 - b. Currently, a pre-paid discount is not in place for students.
 - c. The licensing and maintenance fees for the POS will be the responsibility of the SFA.
- 7. In reference to Agreement Section #5.B:
 - a. Furthermore, any menu substitution or deviation must be pre-approved by the SFA, and communicated as early as possible to the affected building's principal. Failure to do either may result in payment penalties.
 - b. All foods and menu choices offered to the first customer must also be available to the last customer of the day. Frequent food shortages may result in payment penalties.
- 8. In reference to Agreement Section #5.C:
 - a. Adhering to the sample menu going forward also means if a grilled chicken breast sandwich is featured on the 21-day sample menu in the first month for example, then that item must also be offered each month of the school year.
 - b. Any alternate menu items or intents to use "equivalent" products to what is required herein (see specifics in Schedule B) by the FSMC must be communicated at the bid opening and must be pre-approved in writing by the SFA in August of each year.
 - i. A tasting of "equivalent" products may be required before the award of the bid.
 - c. Additional alternates or "equivalents" throughout the year must be pre-approved by the SFA prior to being offered on the menu. Failure to do either may result in payment penalties.
 - d. The SFA retains the right to require a tasting of any or all menu items, alternate menu items, or proposed "equivalents" prior to granting approval.
 - e. No unannounced deviation from the menus shall occur without prior approval from the SFA.
 - f. The FSMC will be responsible for creating a menu of snack items for the students at all levels. Any snack items not already listed in the contract must comply with the District Wellness Policy, the Schedules herein, and must be pre-approved by the SFA.
- 9. In reference to Agreement Section #5.E:
 - a. The FSMC shall consistently rotate all foods and supplies. Prepared foods held over and served a second day are to be monitored carefully to ensure that they are discarded and not resold on a third day.
 - b. Serving outdated food items is strictly prohibited. Penalties for non-compliance shall result in the imposition of financial sanctions specified within the bid specifications on pages 37-38.
 - c. Newly prepared batches of food shall not be mixed with older batches. Older supplies are to be used first. The rotation policy of all stock shall be on the basis of FIFO, or first in, first out.

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10. In reference to Agreement Section #5.F:
 - a. Employees must also be trained in customer service as it relates to interacting with students, staff and parents. It is the expectation of the SFA to have each customer served and related to with respect and cordiality.
11. In reference to Agreement Section #5.J:
 - a. A Spanish version of each menu is required with the monthly menu submission.
 - b. A Spanish version of the sample menus in the bid specifications/submissions is not required.
12. In reference to Agreement Section #5.K:
 - a. The SFA is responsible for posting the approved monthly menus on the District's website.
 - b. The FSMC must post the breakfast and lunch monthly menus with prices in each school's cafeteria in a conspicuous area for all to see prior to customers making their selections on the service line.
13. In reference to Agreement Section #6.A:
 - a. Recipes shall be formulated to prevent excessive use of butter, fats, salts and sugars in the cooking and preparation of menu items.
 - b. Cooking from scratch should occur whenever possible. Please see Schedule B-1 for a minimum listing of specific menu items required to be made from scratch.
14. In reference to Agreement Section #6.B:
 - a. The FSMC shall provide parents (upon request) a printout of the items their children receive through the various serving lines for up to 30 days.
 - b. The FSMC must have the capability of providing a nutrient analysis for all menu items.
 - c. The FSMC is required to provide a pre and post-consumption nutrient analysis to the SFA quarterly. Additionally, the FSMC shall have the capability of providing an analysis for any day, week or month as requested by the SFA. The FSMC shall provide a statement to the fact that it has this capability with the bid response.
15. In reference to Agreement Section #6.E:
 - a. The daily production records for each meal service should include, at the very least, each of the following categories for each item served: name of menu item, portion, serving utensil, portions prepared, portions added during service, portions leftover, portions sold, and of the portions sold, how many were part of a reimbursable meal, and how many were sold a la carte.
 - b. The production records must also log temperatures of all food items taken before, during and after all meal services.
 - c. A copy of the production records may be requested of the FSMC for submittal to the SFA upon delivery of the monthly profit and loss statement, or at any time.
16. In reference to Agreement Section #7.A:
 - a. The Levittown High Schools are currently open campuses for 12th grade students. However, the SFA reserves the right to modify and/or eliminate this policy as it deems to be in the best interest of the District.
17. In reference to Agreement Section #7.B:
 - a. The FSMC shall label all menu items.
 - i. Labels are to be on the outside of pre-packaged containers identifying major ingredients.
 - ii. Appropriate signage shall be posted for all other items including hot foods, deli and salad bars. This signage can be in the form of signs or small cards in front of each item or posted on the surface above the service line, etc.
 - iii. Special Ingredient Notations:
 1. Any item offered that contains pork or nut derivatives must be explicitly identified on the service line and denoted on the menu with an asterisk and an explanation. A substitute for each of these items must always be available to the students.
18. In reference to Agreement Section #7.C:
 - a. Condiments shall be offered for all entrees as appropriate and must be approved in writing by the SFA.

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- i. Condiment consumption must be included on the daily production records for breakfast and lunch. Condiments must also be included in recipes where applicable and included in the nutrient analysis.
- b. The FSMC shall provide medium weight or heavy weight plastic utensils, disposable plates and trays as determined and approved by the SFA.
 - i. Wrapped spork packets must be available and offered at each school at each meal period.
 - ii. The Levittown UFSD supports protecting the environment. Recycled paper, sugar cane, corn, or other recycled organic products for trays, plates, bowls, and other serving vessels are encouraged to be used where possible.
 - iii. There are no reusable trays being used in the District.
- 19. In reference to Agreement Section #8.A:
 - a. The SFA must pre-approve any changes to the items, portion sizes and prices of any a la carte items during the course of this agreement.
 - b. Any menu price increase or adjustments will need the approval of the SFA.
- 20. In reference to Agreement Section #11.C:
 - a. The SFA shall approve all future diversion of USDA Foods prior to submission to the NYS Office of General Services (OGS) each year.
 - i. This means that the FSMC will not submit any food preference surveys or allocate any USDA Foods without the written consent of the SFA.
- 21. In reference to Agreement Section #11.D:
 - a. The USDA Food items are to be picked up, delivered, inventoried, and stored by the FSMC at each building within the District at the cost of the FSMC.
- 22. In reference to Agreement Section #11.E:
 - a. USDA Foods are not to be transferred in or out of the District.
- 23. In reference to Agreement Section #11.H:
 - a. The FSMC will now be responsible for all warehousing and delivery costs for the USDA Foods.
- 24. In reference to Agreement Section #11.P:
 - a. It is required that if there is a change in the FSMC awarded this contract, the new FSMC shall purchase the processed USDA Foods owned by the District and previously purchased by the former FSMC.
- 25. In reference to Agreement Section #12.B:
 - a. Although purchasing food and non-food items at the lowest price is encouraged, the quality standards and variety identified herein must be adhered to. The FSMC shall not purchase items in large quantities in excess of two weeks of product to be used. This will allow for flexibility in offering various menu items that the District and Menu Committee desire throughout the year. The District does not want to be locked into a particular product for an extended period of time.
- 26. In reference to Agreement Section #13.E:
 - a. The SFA shall use its discretion as to whether a trained FSMC employee will need to be present and paid his or her normal hourly rate when an organization other than the FSMC requests the use of the kitchen facilities.
- 27. In reference to Agreement Section #16.A:
 - a. For example, juice cartons are not to be served frozen or be allowed to defrost on the serving line during service.
 - b. Digital thermometers are to be provided by the FSMC and regularly used for taking temperatures of all food items and recording them on the daily production records.
 - c. The FSMC shall develop standards for the time of preparation of food prior to service resulting in the food being ready to be served as close to serving time as possible, i.e., batch cooking whenever possible to prevent soggy, cold food.
- 28. In reference to Agreement Section #16.I:
 - a. The FSMC shall ensure that employees do not eat at the serving stations or while serving customers.

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- b. Plastic gloves, easily visible and readable nametags and hairnets or other hair restraint must be worn for all food preparation and service.
 - c. Whenever gloves are in contact with non-food items, i.e. handling money, cleaning counters, etc., the food service worker must change gloves before handling food again.
- 29. In reference to Agreement Section #17.A:
 - a. The FSMC will be responsible for the fingerprinting and background checks of only new employees.
 - b. The FSMC is required to submit to the SFA annual proof of all employees' fingerprinting and background checks.
 - c. All current employees have been fingerprinted and background checked. It will be the duty and financial responsibility of the FSMC to fingerprint and background check any new employees.
- 30. In reference to Agreement Section #17.Q:
 - a. The FSMC agrees that a representative of the SFA shall have the right to be present at food service staff meetings, including but not limited to meetings during which employment is offered to employees of the incumbent.
- 31. In reference to Agreement Section #18.A:
 - a. If it becomes necessary to cancel or delay the food service at one or more schools for any reason, then the FSMC will assume all responsibility for resultant food and labor costs.
- 32. In reference to Agreement Section #5.I, **Promotions:**
 - a. The FSMC shall provide educational, holiday recognition, or spirit-lifting promotions to enhance participation in the food service program at least once per month at all grade levels.
 - i. The FSMC is to submit a listing of at least 5 promotions planned for the year with its proposal, which will all need to be approved in writing by the SFA.
 - ii. Each year the contract is renewed with the FSMC, new listings of promotions (5 per year) must be submitted for written approval no later than August of each year.
 - b. The SFA must review and approve any promotion prior to its implementation. All promotions are to be scheduled and printed on the menu.
 - c. These five promotions can be in the form of an educational trinket, healthy food item, nutritional information presented in a fun way such as in a coloring book or bookmark for Elementary Schools, healthy snack at the Middle/High Schools, etc.
 - d. Throughout the school year, if the FSMC would like to implement any new programs or promotions not already approved by the SFA, the FSMC must receive pre-approval from the SFA prior to implementation.
 - i. Once approved and implemented, the new program or promotion shall be evaluated by the FSMC and the SFA after 15 days.
 - ii. If the new program proves unsuccessful, the SFA and FSMC can renegotiate the merits of that program to the overall food service operation. However, the final decision whether or not to continue the program lies with the SFA.
 - e. The FSMC shall enhance room décor with the use of posters promoting nutrition education, product information, travel, arts, music, sports, physical fitness, etc.
 - i. All cafeteria enhancements must be approved in writing by the SFA.
 - ii. The FSMC must comply with all federal, state, local, and District laws, rules, policies, and regulations.
 - f. The FSMC, in conjunction with the SFA, shall develop "branding" of food to better market products and encourage meal participation. Examples of this could include: "The Boar's Head Deli" or any other high quality name brands used.
 - g. The FSMC shall identify methods of attracting those free and reduced priced students who do not normally participate in the child nutrition program.
 - i. Methods of when, where, and specifically how the FSMC is going to attract these students to participate must be clearly identified in the bid for the SFA to review.

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- h. The marketing plan submitted by the FSMC shall identify the marketing capabilities and plans for the Levittown UFSD.
 - i. These marketing items shall not include any posters, charts etc. that reference the FSMC.
 - ii. All marketing items must be approved not less than annually by the SFA prior to ordering and placement of said items.
- i. The FSMC must submit with the bid its "Farm to School" policy with details of what this means for the Levittown UFSD-specific operation.

33. Catering:

- a. The FSMC shall be available to provide special catering services and price quotes for such at a reasonable cost prior to the service of each special event.
 - i. Examples of special events include: Superintendent conference days, staff and community outreach events, etc.
 - ii. However, nothing shall imply that the District is required to use the FSMC to cater these events.
- b. There are no additional special catering events and/or programs that are part of the food service program, other than those listed in the aforementioned Schedule A #30, "Promotions," that should be considered by the FSMC at this time.

34. Vending:

- a. There are 11 vending machines throughout the District inside the cafeterias that are the responsibility of the FSMC and are a part of the Child Nutrition Program. The FSMC is responsible for these machines and all vending revenue is recorded as a la carte sales and is part of the child nutrition program (revenue).

35. Financial Statements:

- a. The FSMC shall utilize the District POS accounting reports on a weekly and monthly basis.
 - i. In addition, the FSMC shall submit a copy of its monthly reporting and billing forms, including:
 - 1. Monetary amount for discounts and rebates (with verification upon request)
 - 2. Profit and loss statement, which must include:
 - a. Monthly sales and revenue recap to include breakfast, lunch, adult and a la carte sales
 - b. Sales must be identified for both reimbursable meals and a la carte items identifying the conversion rate
 - c. Operating cost report
 - i. Payroll cost report
 - 1. Time sheets upon request
 - d. Accounts payable register
 - i. Invoices upon request
 - e. Inventory report upon request
- b. The SFA Business Office will contact the FSMC regarding any financial documents or records that the Business Office may require the FSMC keep, but are not currently provided for in this bid.

36. Accountability Issues:

- a. All monies are to be deposited daily.
- b. All deposit slips are to be prepared each day and clearly labeled with the name of the school and marked breakfast, lunch or as appropriate.
- c. All cash receipts must be counted and verified by a second person other than the cashier within each building.
- d. There shall be a vending accountability record for each machine that records the amount of expected revenue and actual revenue each time the machines are filled and serviced.
 - i. This accountability record shall be submitted with the normal monthly invoice to the SFA; these sales shall be considered a la carte and converted into a la carte equivalent meals monthly.

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- ii. Should the FSMC outsource the vending, all revenues must accrue to the SFA and the SFA shall approve the specific vending company prior to any agreement between the FSMC and the vending company.
 - e. The FSMC agrees to defend, indemnify and hold harmless the SFA, its Board of Education, the Board's agents, officers, trustees, attorneys and employees, all in their individual and corporate capacities, for all loss, costs, damage and expense, including but not limited to attorney's fees arising out of or resulting from the performance of this agreement. The failure of the FSMC to have required coverage is a material breach and subjects the FSMC to all damages available under law. The FSMC shall indemnify the District for any costs associated with the failure of the FSMC to have coverage, including but not limited to reasonable attorney's fees.
 - f. With the submission of the Certificate of Insurance that indicates the Levittown Union Free School District as additionally insured, the FSMC must indicate its Worker's Compensation Carrier. Additionally, the FSMC must provide a \$1,000,000.00 Business Automobile Insurance Policy.
 - g. The FSMC shall be responsible for all regulations within the child nutrition program including financial reclaims. The FSMC will correct any areas in which the SFA is found to be non-compliant, or any areas cited by SED, the Health Department or other regulatory agency. All financial sanctions imposed on the SFA shall be reimbursed by the FSMC. However, should there be financial sanctions imposed that are District-related and not under the control of the FSMC, the penalty will not be imposed on the FSMC as long as it is not responsible for the specific violation. All potential concerns observed by the FSMC must be brought to the attention of the SFA in writing.
- 37. Other Considerations for the FSMC:**
- a. Vehicle:
 - i. The FSMC owns the vehicle used in the District for transporting food.
 - ii. The vehicle is a cargo van. It is expected the FSMC awarded the contract will provide a van that is capable of transporting and delivering food from school to school at the proper temperatures.
 - b. Wireless Internet Access:
 - i. Wi-Fi is currently not available at the schools.
 - c. The Levittown UFSD has been approved for the \$0.07 certification.
 - d. The District owns the digital signs at Division Avenue Senior High School and MacArthur Senior High School and pays for the software and maintenance. The FSMC updates the information displayed using the digital signs and software. The type of software is Epicure Digital Systems.

Schedule B

ATTACH FOOD, BEVERAGE and SMALLWARE PRODUCT SPECIFICATIONS HERE

A specification is a statement that contains a detailed description or enumerates particulars of a product. Characteristics in a specification include (but are not limited to):

- Name of Product
- Description of Product
- Case and Pack Weight
- Minimum and Maximum Size and Pieces
- Quality indicators: product type dictates the quality indicators; e.g., type, style, pack, size, units per case, syrup density, special gravity, age, exact cutting instructions, weight range, composition, condition upon receipt of product, fat content, cut of meat used, market class, variety, degree of ripeness or maturity, geographical origin, temperature during delivery and upon receipt, sugar ratio, milk fat content, milk solids and bacteria count, brand names, trim or yield, preservation or processing method, trade association standards, chemical standards.
- Main Ingredients
- If a brand name is indicated, "or equal to" must be specified
- Include required portion sizes for each grade group
- Meal Pattern Requirements/Child Nutrition (CN) Label
- Test or inspection procedures
- Other Product Ingredients
- Prohibited Ingredients
- Nutritional Standards
- Buy American – Refer to information in Appendix B

PLEASE NOTE: In the event that the SFA did not include Schedule B, the FSMC must identify the food products that will be served on the menu using specifications like grading, weight, item labels, nutritional qualities, etc..

SCHEDULE B-1

| <u>MENU ITEM SPECIFICS</u> <u>2021-2022 LEVITTOWN UNION FREE SCHOOL DISTRICT</u> | |
|---|---|
| It is the intent of the Levittown Union Free School District to provide students and staff with a high quality food service program featuring nutritious fresh foods that are prepared daily and properly presented. The variety of offerings must meet nutritional requirements and all local, state, and federal regulations. | |
| The SFA requires that meals be prepared with ingredients closest to the natural source, without any harmful additives. Use of processed USDA Food products must be kept to a minimum. | |
| <i>Beverages:</i> | |
| <i>Beverage Specs</i> | 100% juices, milk and bottled water shall be offered on the serving line. |
| <i>Beverage Variety</i> | The SFA must be informed of and approve any new items being considered for sale prior to their sale. |
| <i>Milk:</i> | |
| <i>Milk Specs</i> | All milk servings must be a minimum of 8oz. |
| | FDA Grade A and from cows free of antibiotics and growth hormones. |
| <i>Milk Variety</i> | The following milk varieties must be offered at all meal periods: 1% white, fat free white, and fat free flavored |
| <i>Juice:</i> | |
| <i>Juice Specs</i> | All juice servings must be a minimum of 4oz. |
| | All juices shall be 100% juice with no added sugars. |
| <i>Juice Variety</i> | The following juices shall be offered but not limited to: apple, orange, grape and fruit punch |
| <i>Fruit:</i> | |
| <i>Fruit Specs</i> | All fruit servings must be a minimum of ½ cup. See Schedule B-2 for specifics on buying and portioning fruit. |
| | Fresh fruit must be offered daily at all meal periods. |
| | Fresh fruits for students at the Elementary School level must be sliced or wedged, excluding bananas. |
| <i>Fruit Variety</i> | Fruit assortments need to be more diverse than just apples, bananas and oranges on a regular basis. |
| | Each of the following fruits must be offered at least once per month of the school year: <ul style="list-style-type: none"> • pears • pineapple • honeydew melon • peaches • watermelon • cantaloupe • berries • Locally grown and seasonally fresh fruit approved by the SFA. Locally sourced fruit must be noted as such on the menu |

SCHEDULE B-1

| Vegetables: | |
|--------------------------|--|
| Vegetable Specs | A minimum of two, ½ cup servings of vegetables should be offered daily at all levels. |
| | Lettuces and salads shall include 100% dark leafy greens such as spinach, spring mix and romaine. No iceberg lettuce is allowed. |
| Vegetable Variety | Each of the following additional vegetables must be offered at least twice per month of the school year: <ul style="list-style-type: none"> • carrot sticks • celery sticks • red and green pepper strips • cucumber slices • broccoli • other locally grown and seasonally fresh vegetables or frozen vegetables approved by the SFA. Locally sourced vegetables must be noted as such on the menu. |
| | No canned vegetables other than tomatoes, tomato paste/puree or legumes shall be offered. |
| | All sandwiches and wraps are to include lettuce and tomato based on the students' choice. |
| Yogurt: | |
| Yogurt Specs | Yogurt must be of high quality, FDA Grade A, 100% all-natural, and contain no artificial ingredients or high fructose corn syrup. |
| Yogurt Variety | Yogurt containing real fruit, Greek-style yogurt, and organic yogurt are acceptable and encouraged varieties. |
| Grains: | |
| Grain Specs | All grains served in schools must be whole grain-rich with the exception of the following items: pizza crust, bagels and pasta. |
| | Gluten-free equivalents must be made available to all students who have a medically documented allergy. |
| | Local bakeries are to be sourced whenever possible and indicated as such on the menu. |
| | All bagels must be fresh, not pre-packaged. |
| | All muffins must each be made with the appropriate ingredients to equate to at least a 1oz equivalent grain. |
| Grain Variety | The bagel meal must include the components to qualify it as a reimbursable meal, i.e., yogurt or cheese stick and fruit, vegetable and milk. Cream cheese or butter must be offered with the bagel meal yet does not count toward the protein component, shall not be an extra charge to the students, and must be included in the nutrient analysis. |
| | All breakfast cereals must be Cheerios (or equivalent) and other low sugar, whole grain varieties. |

SCHEDULE B-1

| <i>Deli Meats</i> | |
|---------------------------------|--|
| <i>Deli Meat Specs</i> | All deli meats must be Low Sodium Boar's Head (or equivalent). |
| | All Boar's Head (or equivalent) deli sandwiches are to be considered an entrée and part of a reimbursable meal daily at the normal student selling price with no additional charge for lettuce and tomato. |
| | These meats shall be offered to all students at all levels, Kindergarten through 12 th grade, as part of the reimbursable meal. |
| | <u>Elementary School</u> deli sandwiches must contain a minimum of 2oz meat/meat alternate |
| | <u>Middle and High School</u> deli sandwiches must contain a minimum of 3oz meat/meat alternate |
| <i>Deli Meat Variety</i> | <p><u>Elementary Schools</u> must feature at least 1 pre-made deli sandwich of Boars Head (or equivalent) daily:</p> <ul style="list-style-type: none"> Oven Roasted Turkey or Black Forest Ham with or without Cheese |
| <i>Chicken:</i> | |
| <i>Chicken Specs</i> | USDA Grade A, antibiotic and hormone free, for nuggets/tenders: Tyson Boneless Wing or equivalent (approximately 25% of chicken nuggets/tenders ordered is whole muscle meat) |
| | <u>Elementary School</u> chicken offerings (all varieties) must contain a minimum of 2oz meat |
| | <u>Middle and High School</u> chicken offerings (all varieties) must contain a minimum of 3oz meat |
| <i>Chicken Variety</i> | Whole-grain breaded chicken patties and tenders are acceptable at all levels. |
| | <p><u>Chicken Nugget/Tender Offerings:</u> <u>Elementary, Middle and High Schools</u> must offer chicken nuggets once per week (on Thursdays) <u>Middle Schools'</u> Thursday chicken nugget offering is and will continue to be a dual offering of both whole muscle-meat (Tyson Boneless Wing or equivalent) and non-whole muscle meat. <u>High Schools'</u> Thursday chicken nugget offering is and will continue to be whole muscle-meat (Tyson Boneless Wing or equivalent) only. <u>Chicken Patty Offerings:</u> <u>Middle Schools</u> must offer chicken patties Mondays, Wednesdays and Fridays of each week. <u>High Schools</u> must offer chicken patties Mondays, Tuesdays, Wednesdays and Fridays of each week.</p> |
| <i>Beef:</i> | |
| <i>Beef Specs</i> | USDA Choice, only 100% ground beef, no fillers |
| | Total fat content not to exceed 15% |
| | Lean finely textured beef (LFTB) boneless lean beef trimmings (BLBT) or similarly processed beef product referred to as "pink slime" is prohibited. |
| | All purchased/outsourced beef must be antibiotic and hormone free. |

SCHEDULE B-1

| <i>Pizza:</i> | |
|--|---|
| <i>Pizza Specs</i> | All pizza is to be made fresh and with 14" round, whole grain dough <ul style="list-style-type: none"> • <u>Elementary Schools</u> = 8 slices per round • <u>Middle and High Schools</u> = 6 slices per round |
| <i>Pizza Variety</i> | Calzones and personal pizzas can also be offered. |
| | Creative options at the pizza station are expected outside the realm of cheese and pepperoni, such as: Roasted Vegetable, Broccoli, Chicken Caesar, Buffalo Chicken, Meatball, etc. |
| <i>Theme Meals</i> | |
| <i>Theme Meal Specs</i> | Theme Meals must be offered once per week at the <u>Middle and High Schools</u> as reimbursable meals at no additional cost to the students. |
| | These high-quality meals must be developed with creativity by the lead cook at each school according to the likes of the students and in compliance with the Levittown UFSD Wellness Policy as well as USDA regulations for calories, fat and sodium. |
| <i>Theme Meal Variety</i> | Theme Meals may include, but are not limited to: Italian, Asian, Mexican/Spanish, Caribbean/Cajun, Fish/Seafood, Panini's, Mediterranean, Vegetarian, Specialty Pastas |
| <i>Salad Dressings and Condiments:</i> | |
| <i>Salad Dressing and Condiment Specs</i> | All salad dressings and condiments offered must be free of high fructose corn syrup. |
| | Homemade dressings are preferred whenever possible. |
| | Jelly, jam, and breakfast syrup are the only items exempt of containing high fructose corn syrup |
| <i>Salad Dressing and Condiment Variety</i> | A variety of healthy, appropriate condiments must be offered to students at all levels such as: <ul style="list-style-type: none"> • Salsa with Tacos, Nachos, Quesadillas and Burritos • Mayonnaise, mustard, oil and vinegar with Sandwiches • Red pepper flakes, parmesan cheese and oregano for Pizza and Pasta dishes |
| <i>Soup:</i> | |
| <i>Soup Specs</i> | All soup served as a component of a reimbursable meal must be 100% vegetable and have written recipe and nutrition information proving it creditable as a vegetable component. |
| | If the soup is not 100% vegetable, or cannot prove creditability as such, it may still be served with the reimbursable meal but must be accompanied by a fruit and vegetable component. |
| | All soup served with the reimbursable meals must be included in the nutrient analysis. |

SCHEDULE B-1

| <i>Snack and A La Carte Choices</i> | |
|--|--|
| <i>Snack Specs</i> | Only snacks that meet the USDA's Nutritional Standards for "All Foods Sold in Schools" are allowed. |
| | See attached standards |
| | <p>The SFA will hold the FSMC responsible for adhering to these standards at all meal periods and for all a la carte sales during the school day.</p> <p>Additionally:</p> <ul style="list-style-type: none"> • All snacks are to be offered in single serving packages only. • Any additional snacks proposed by the FSMC shall not contain hydrogenated oils, high fructose corn syrup, preservatives or artificial ingredients. • All new snacks must be pre-approved by the SFA and adhere to the USDA's Nutritional Standards for "All Foods Sold in Schools." |
| <i>Snack Variety</i> | Healthy snacks offered may include such items as: baked chips, popcorn, rice cakes, trail mix, dried fruit assortments |
| | There shall be no fried food items offered to the students in any building either as a reimbursable meal component or as an a la carte sale. |
| <i>Minimum List of Items Required to be Made from Scratch (Homemade) by the FSMC:</i> | |
| <ul style="list-style-type: none"> • Beef Tacos • Chicken Tacos • Chicken Nachos • Beef Nachos • Meatloaf • Sloppy Joe's • Chicken Quesadilla • Enchiladas | <ul style="list-style-type: none"> • Mexican Lasagna • Baked Ziti • Meat Sauce • Burritos • Calzone • General Tso's Chicken • Philly Cheesesteak • Chili • Fajitas |

SCHEDULE B-2

PORTION CONTROL LISTING

The following lists set the standard for portion sizes for food items served in all buildings. Any revision to this listing must be approved by the SFA.

Elementary Schools, Kindergarten-5:

- All daily entrees and entrée salads must contain a minimum of 1.6oz of meat/meat alternate with no maximum limit.
- All deli sandwiches, wraps, etc. must contain a minimum of 2oz meat/meat alternate
- All chicken varieties must contain a minimum of 2oz of meat

Middle and High Schools, Grades 6-12:

- All daily entrees and entrée salads must contain a minimum of 2oz of meat/meat alternate with no maximum limit.
- All deli sandwiches, wraps, etc. shall contain a minimum of 3oz meat/meat alternate
- All chicken varieties must contain a minimum of 3oz of meat

| <i>Contract-Specific Meat/Meat Alternate Minimums</i> | | |
|---|------------------------------|--------------------|
| <i>Sandwiches:</i> | <i>Grades Kindergarten-5</i> | <i>Grades 6-12</i> |
| Peanut Butter or Sunflower Seed Butter and Jelly | 1.6oz m/ma | 1.6oz m/ma |
| Tuna or Chicken Salad | #12 scoop (2.6oz) | #12 scoop (2.6oz) |
| Cheese | 2oz m/ma | 2oz m/ma |
| Deli Meats, sliced | 2oz m/ma | 3oz m/ma |
| Deli Meats, chunked/diced | 2oz m/ma | 3oz m/ma |

| <i>Fruit and Vegetable Minimum Servings</i> | | |
|---|------------------------------|--------------------|
| <i>Fruit or Vegetable</i> | <i>Grades Kindergarten-5</i> | <i>Grades 6-12</i> |
| Fresh Fruit | ½ cup & wedged | ½ cup |
| Raw Vegetables | ½ cup | ½ cup |
| Steamed Vegetables, drained | ½ cup | ½ cup |
| Leafy Green Salad | 1 cup | 1 cup |
| Legumes, drained | ½ cup | ½ cup |
| Whipped Potatoes | #8 scoop (½ cup) | #8 scoop (½ cup) |
| French Fries | ½ cup | ½ cup |
| Tater Tots | ½ cup | ½ cup |
| Hash Browns | ½ cup | ½ cup |

| <i>Fruit Count Requirements for Ordering and Serving – All Grades</i> | | |
|---|-----------------------|---------------------|
| <i>Fresh Fruit</i> | <i>Count per Case</i> | <i>Serving Size</i> |
| Apples | 125 – 138 count | 1 |
| Bananas | 100 – 120 count | 1 |
| Oranges | 125 – 138 count | 1 |
| Pears | 150 count | 1 |

| <i>Soup Minimum Servings</i> | | |
|------------------------------|------------------------------|--------------------|
| <i>Soup, A La Carte Only</i> | <i>Grades Kindergarten-5</i> | <i>Grades 6-12</i> |
| All Soups | 6oz | 8oz |

SCHEDULE B-2

| <i>Pizza Servings</i> | | |
|-----------------------|------------------------------|--------------------|
| <i>Pizza Rounds</i> | <i>Grades Kindergarten-5</i> | <i>Grades 6-12</i> |
| 14" Round crust | 8 slices per round | 6 slices per round |

| <i>Beverage Minimum Servings</i> | | |
|----------------------------------|------------------------------|--------------------|
| <i>Beverage</i> | <i>Grades Kindergarten-5</i> | <i>Grades 6-12</i> |
| All Milk | 8oz | 8oz |
| 100% Fruit Juice | 4oz | 4oz |

Regardless of portion size the FSMC is responsible for meeting all requirements under the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs. Any suggested deviations to this portion listing made by the FSMC must be approved by the SFA prior to implementation.

SCHEDULE B-3

PROCUREMENT SPECIFICATIONS

A nutritional information label from the manufacturer must be available for every product purchased and used in the school lunch and breakfast program. Additionally, a nutrient analysis for each menu item must be available, as stated in Schedule A #14.

| | |
|---------------------------|--|
| Beef | USDA Choice, only 100% ground beef, no fillers Total fat content not to exceed 15% Lean finely textured beef (LFTB) boneless lean beef trimmings (BLBT) or similarly processed beef product is prohibited All purchased/outsourced beef must be antibiotic and hormone free |
| Chicken | USDA Grade A, antibiotic and hormone free Tyson Boneless Wing or equivalent where applicable at MS and HS (see Schedule B-1) |
| Other Poultry | USDA Grade A, antibiotic and hormone free |
| Pork | Antibiotic and hormone free |
| Tuna Fish | Chunk light meat packed in water; no extenders, dolphin safe |
| Eggs | USDA Grade A or AA, Large |
| Yogurt and Cottage Cheese | FDA Grade A, 100% all-natural No artificial ingredients or high fructose corn syrup |
| Cheese | USDA Grade A or AA, Boar's Head, Land O'Lakes or equivalent |
| Milk | FDA Grade A and from cows free of antibiotics and growth hormones; 1% white, fat free white, and fat free flavored |
| Grains, Breads and Bagels | 100% Whole grain-rich except for the following items, which have been approved for the Whole Grain-Rich Waiver: pizza crust, bagels and pasta. |
| Fruits and Vegetables | USDA Grade A or No.1 |
| Fruit Juices | 100% natural, no sugar added |

The above food items must be sourced from local farmers, dairies and bakeries whenever possible. The FSMC must provide the SFA with a detailed listing of when local ingredients are being used on the menus.

The FSMC will be required to maintain a computerized inventory of USDA government foods procured by the school district and reconcile that inventory to the physical quantities on hand each month. The FSMC shall review and maintain the freshness of all foods and government foods monthly in accordance with the USDA and advise the SFA of this status. The SFA will perform audits of USDA government foods on a random basis.

Schedule C

ATTACH SFA LOCAL WELLNESS POLICY

Local Wellness Policy Federal Regulation:

Section 204 of the Child Nutrition and Women, Infants and Children Reauthorization Act of 2004 (PL 108-265) signed into law June 30, 2004 included a provision that requires each local educational agency (LEA) participating in the National School Lunch Program, School Breakfast Program, Special Milk Program and Summer Food Service Program to establish a local wellness policy for schools under the LEA. This policy must be developed and implemented not later than the first day of the school year beginning after June 30, 2006.

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: DISTRICT WELLNESS POLICY**

Given the documented connection between proper nutrition, adequate physical activity and academic success, the Levittown School District is committed to providing a school environment that promotes and protects children's health, well-being and the ability to learn by supporting healthy eating and physical activity before, during and after the school day.

Pursuant to P.L. 108-265 (Child Nutrition and WIC Reauthorization Act of 2004) and PL 111-296 (Healthy Hunger-Free Kids Act (HHFKA) of 2010), the district establishes the following Wellness Policy to enhance the learning and development of lifelong wellness practices.

I. District Wellness Committee

The District has established a wellness committee that will assess current wellness activities, programs and policies; identify specific areas of need; provide resources and mechanisms for communication, implementation, evaluation, revision and updating of such policy and make recommendations for review and adoption by administration and the Board of Education.

- Members of the committee will represent all school levels and will include but not be limited to representation from Levittown School District Board of Education, central office administration, building administrators, teachers, food service personnel, students, health professionals (nurses, dentists, physicians, allied health professionals, dieticians) parents and caregivers, PTA/PTSA members and members of the general public including community based organizations.
- The Wellness committee will meet at least 4 times per year and will be overseen by the superintendent's designee, the Director of Physical Education, Health and Athletics.

II. Nutrition Education

Nutrition education is defined as any combination of educational strategies and learning experiences designed to facilitate voluntary adoption of food choices and other food and nutrition related behaviors conducive to health and well-being; It is delivered through multiple venues and involves activities at the individual, institutional, community, and policy levels.

The District aims to teach, model, encourage and support healthy eating by students. Therefore the District adopts the following nutrition education guidelines in its schools, with the goal of promoting student health and reducing childhood obesity:

- All students in grades K-12 shall receive nutrition education as part of a comprehensive health education curriculum;
- Nutrition education will be part of a sequential, standards based health education curriculum that meets state and national standards;

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NON-INSTRUCTIONAL/BUSINESS OPERATIONS

- Nutrition education will be interactive and teach the knowledge and skills necessary to adopt healthy eating behaviors;
- Nutrition education will be behavior focused and teach skills such as planning a healthy meal, evaluating nutrient information, calculating caloric intake, and reading a nutrition facts label;
- Efforts will be made to integrate nutrition education into the core curricula as appropriate;
- All district organizations will be encouraged to promote healthy choices that support district nutritional guidelines when fundraising. A list of healthy fundraising alternatives will be available on the district website. Students shall have access to a variety of affordable, nutritious and appealing food choices. All school lunches and vending machines will meet nutritional guidelines and accommodate the diversity of the student body;
- All staff members who provide nutrition education shall have appropriate training and will participate in annual professional development activities so that they keep abreast of current health and wellness trends and standards;
- Nutrition education K-5 shall be taught by the classroom teacher who has received proper training in this curriculum area and/or certified health and physical educators;
- Nutrition education shall be linked with the school cafeteria, school gardens, farm to school programs, and other nutrition related activities and programs as well as in the classroom, with coordination between food service staff and teachers.

III. Physical Education and Physical Activity:

The primary goal for the District's physical activity component is to develop physical literacy amongst students. Students who are physically literate move with competence and confidence in a wide variety of physical activities that benefit the healthy development of the whole person.

Physical Education as part of a Comprehensive School Physical Activity Program (CSPAP) provides opportunities for every student to develop the knowledge and skills necessary to establish and maintain physical fitness, regularly participate in physical activity and maintain personal health while understanding the short and long term benefits of a physically active and healthy lifestyle.

To this end the District adopts the following physical activity guidelines:

- Students shall be given opportunities for physical activity during the school day through physical education classes, daily recess periods for elementary school students, and through the integration of physical activity breaks in the academic curriculum wherever possible at the primary and secondary level;

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NON-INSTRUCTIONAL/BUSINESS OPERATIONS

- Students shall be given opportunities for physical activity through a range of before and/or after school programs including, but not limited to, intramural, interscholastic athletics and wellness clubs as well as afternoon and morning programs (Levittown AM Program (LAMP) and Levittown Afterschool Program (LAP);
- Schools shall explore working with the community to create ways for students to promote active transport such as walking or biking safely to and from school;
- The District shall plan activities that engage families and community members that support their children's participation in physical activity, to be physically active role models and to include physical activity in family events such as the Levittown Education Against Destructive Decisions (LEADD) events and the designated ACES Day (All Children Exercise Simultaneously);
- Schools shall provide training to enable teachers and other school staff to promote enjoyable lifelong physical activity among students;
- Schools will provide opportunities for all students to participate in before or after school programs geared to a less structured physical environment but promote physical activity and a healthy lifestyle, such as a development of an intramural program for elementary school students;
- Teachers will not use physical activity as a disciplinary measure. Recess will not be withheld as a discipline measure unless the offense for which discipline is being applied occurred at recess. After a conversation with parents, the school may provide extra help/homework help during the recess period.

To this end the District adopts the following physical education guidelines:

- The District will have a Board of Education approved physical education plan on file with NYSED. The Physical Education Plan will be updated in the 2019-2020 school year and every six years thereafter;
- Levittown physical education curriculum is a comprehensive, standards based curriculum that follows a scope and sequence of progression of skill development in grades K-12;
- The K-12 Physical Education curriculum aligns with state and national standards in physical education;
- Students will spend a minimum of 50% of physical education class time participating in moderate to vigorous physical activity and/or time on task;
- All students in K thru 12 shall receive physical education for the entire school year taught by a certified physical education teacher;

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NON-INSTRUCTIONAL/BUSINESS OPERATIONS

- Teachers responsible for physical education shall participate in annual professional development in physical education;
- Every effort will be made to not pull students out of physical education for other content area instruction or for disciplinary purposes;
- The District will not allow exemptions, substitutions or waivers for physical education;
- Physical education class size will be consistent with best practice;
- Adequate space and equipment will be provided to ensure safe and effective instruction;
- The District will strive to meet physical education requirements for required instruction time, as put forth by the NYSED Regulations of the Commissioner, Section 135.4
<http://www.p12.nysed.gov/sss/schoolhealth/schoolhealtheducation/CR135.pdf>

IV. Wellness Promotion and Marketing

It shall be the District's goal to create a school environment that provides consistent wellness messaging that is conducive to healthy eating and being physically active.

In accordance with this goal, the district adopts the following guidelines:

- The district, working in conjunction with food service staff, shall provide a consistent message throughout the school community that promotes wellness and nutrition education as well as healthy eating habits;
- The District will provide positive, motivating messages (i.e. posters, announcements, social media, newsletters, etc.) about healthy lifestyle practices throughout the school setting. School personnel will reinforce these positive messages;
- Display and advertising of unhealthful foods is strongly discouraged on school grounds;
- There shall be a clean, safe, enjoyable meal environment for all students with adequate time to enjoy eating healthy foods with their friends;
- When possible recess will be scheduled before lunch;
- Every effort will be made to provide enough space and serving area to ensure all students have access to school meals with minimum wait time;
- Drinking fountains shall be available in all schools so that students can get water at meals and throughout the day;

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NON-INSTRUCTIONAL/BUSINESS OPERATIONS

- Potable water will be available where all meals are served;
- All students are encouraged to participate in school meals programs and the identity of students who eat free and reduced price meals will be protected through a point of sale system;
- Students shall be encouraged to start each day with a healthy breakfast;
- A breakfast program, subject to sufficient participation, will be made available to students at the middle and high school level. Breakfast survey is administered every year to assess need;
- Nutritional values of all foods prepared/sold through the school lunch program will be made available for review in all school lunchrooms;
- Food and beverage marketing activities shall be consistent with and reinforce the objectives of the education and nutrition environment goals of the District and this policy;
- Efforts will be made to keep school or district-owned physical activity facilities open for use by students outside regular school hours;
- Schools will explore joint-use agreements with community partners in order to provide expanded physical activity opportunities for all students and community members;
- District staff will be encouraged to model healthy eating, drinking and physical activity;
- School personnel will not withhold food as a punishment and will strive to not use food as a reward. Staff will be provided with a list of alternate ways to reward students by the District Wellness Committee and through professional development opportunities when available;
- Teachers may use non-food alternatives as rewards.

V. Nutrition Standards

Students' lifelong eating habits are greatly influenced by the types of foods and beverages available in their daily environment. The District establishes the following program requirements and nutrition standards to address all foods and beverages sold or served to students:

- Students will not share their foods or beverages with one another during meal or snack times, given concerns about allergies and other restrictions on children's diets;
- Classroom snacks shall feature healthy choices and a list of such healthy choices shall be disseminated to teachers and parents by the District Wellness Committee;
- Nonfood celebrations will be encouraged. Celebrations that involve food during the school day shall be limited, when possible. The district shall strive to use foods in celebrations that meet the Smart Snacks in Schools regulations;

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NON-INSTRUCTIONAL/BUSINESS OPERATIONS

- A list of healthy celebratory foods ideas including nonfood celebration ideas shall be disseminated to parents and teachers by the District Wellness Committee. Additional resources can be found online from the USDA, <https://www.nutrition.gov/>, Alliance for Healthier Generation, <https://www.healthiergeneration.org/>, and/or Action for Healthy Kids, <https://www.actionforhealthykids.org/>;
- Fundraising Activities-The district will strive to have all food and beverages sold outside of the school meals programs, on the school campus, at any time during the school day, (midnight the night before until 30 minutes after the bell at the official end of the school day) meet the Smart Snacks in School guidelines;
- The District shall encourage that all fundraising efforts and school events such as field trips, dances and assemblies in the schools that happen after the school day (30 minutes after the bell until midnight) are supportive of healthy eating, healthy food choices and physical activity;
- Teachers, students and school officials shall be provided an opportunity to be involved in selecting food choices for their school meal program through tastes tests and surveys in order to identify new, healthy, culturally diverse and appealing food selections;
- The food service committee in collaboration with the food service company, PTA and District will consist of student reps from ten buildings in the Levittown School District. The committee will evaluate menu food items, administer surveys, evaluate food waste, and make recommendations to the meal program;
- The District shall make decisions on these guidelines based on nutrition goals, not on profit.

VI. School Meals

Our District is committed to serving healthy meals to children with plenty of fruits, vegetables, and whole grain products, low-fat dairy products; that are moderate in sodium, low in saturated fats and have zero grams of trans fat per serving. Healthy food preparation methods and health enhancing nutrition practices shall be promoted.

- All schools within the District will participate in the USDA child nutrition programs, including the National School Lunch Program (NSLP) and the School Breakfast Program (SBP);
- Nutrition standards shall focus on maximizing nutritional value by decreasing fat and added sugars, and moderating portion size;
- Applications for free and reduced priced meals will be sent home to all families at the beginning of the school year and the application is also available year round on the District website;
- The district's guidelines for reimbursable school meals shall meet or exceed applicable federal regulations and guidelines of Child Nutrition programs;

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- Nutritional values of all foods prepared/sold will be made available for review on the school nutrition website. In addition, schools will share information about the nutritional content of meals at points-of-purchase;
- Food service providers shall offer a variety of healthy food and beverage selections for elementary schools, middle schools and high schools;
- All school nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA Professional Standards for School Nutrition Standards website, <https://www.fns.usda.gov/school-meals/professional-standards>;
- All foods made available shall adhere to food safety and security guidelines.

VII. Nutritional Standards for Food and Beverages Sold Individually

This includes but is not limited to foods sold outside of reimbursable school meals, during the school day such as through vending machines, a la cart cafeteria (snack) lines, fundraisers, and school stores

The school food service program will approve and provide all food and beverage sales to students in elementary schools. In the elementary, middle and high schools, all food and beverages sold individually outside the reimbursable school meal programs (including those sold through a la carte snack lines and vending machines) during the school day will meet the Smart Snacks in Schools guidelines following nutrition and portion size standards.

Section 10 of the Child Nutrition Act of 1966, 42 USC 1779, as amended by the HHFKA of 2010, requires that all food and beverages sold outside of the school meals programs, (a la cart, vending and school stores) on the school campus at any time during the school day, (midnight the night before until 30 minutes after the official end of the school day) must meet the nutrition standards set forth in the final rule titled, "National School Lunch Program and School Breakfast Program: Nutrition Standards for All Foods Sold in School as required by the HHFKA of 2010." This final rule, also known as "Smart Snacks in School," was published on June 28, 2013 and finalized on July 21, 2016 and includes the following information:

1. Any food sold in schools during the school day must:
 - a. Be a "whole grain-rich" grain product; or
 - b. Have as the first ingredient: a fruit, vegetable, dairy product, or protein food; or
 - c. Be a combination food that contains at least $\frac{1}{4}$ cup of fruit and/or vegetable;
2. Foods must also meet several nutrient requirements and are limited to:
 - a. Calorie Limits
 - i. Snack items: ≤ 200 calories
 - ii. Entrée items: ≤ 350 calories

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NON-INSTRUCTIONAL/BUSINESS OPERATIONS

b. Sodium Limits

- i. Sodium limits for Snack items: ≤ 200 mg sodium
- ii. Sodium limits for Entree items: ≤ 480 mg sodium

c. Fat Limits

- i. Total fat $\leq 35\%$ of calories
- ii. Saturated Fat $< 10\%$ of calories
- iii. Trans fat: zero grams

d. Sugar Limits

- i. Sugar $\leq 35\%$ of weight from total sugar in foods

3. Nutrition Standards for Beverages:

All schools may sell

- a. Plain water (with or without carbonation)
- b. Unflavored low fat milk
- c. Unflavored or flavored fat free, low fat milk and milk alternatives permitted by NSLP/SBP
- d. 100% fruit or vegetable juice and
- e. 100% fruit or vegetable juice diluted with water (with or without carbonation), and no added sweeteners
- f. Elementary schools may sell up to 8-ounce portions, while middle schools and high schools may sell up to 12-ounce portions of milk and juice. There is no portion size limit for plain water.
- g. In High School, the standards allow additional “no calorie” and “lower calorie” beverage options for high school students as well as caffeine.
 - i. No more than 20-ounce portions of calorie-free, flavored water (with or without carbonation); and other flavored and/or carbonated beverages that are labeled to contain < 5 calories per 8 fluid ounces or ≤ 10 calories per 20 fluid ounces.
 - ii. No more than 12-ounce portions of beverages with ≤ 40 calories per 8 fluid ounces, or ≤ 60 calories per 12 fluid ounces.

4. Portion Sizes

Limit portion sizes of foods and beverages sold individually to those listed below:

- One and one-quarter ounces for chips, crackers, popcorn, cereal, trail mix, nuts, seeds, and dried fruit;
- One ounce to one and one half ounce serving for cookies;
- Two ounces for cereal bars, granola bars, pastries;

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- Four fluid ounces for frozen desserts, including, but not limited to, low-fat or fat-free ice cream;
- Eight ounces for non-frozen yogurt and 100 % juice smoothies;

The portion size of a la carte entrees and side dishes, including potatoes, will not be greater than the size of comparable portions offered as part of school meals. Fruits and non-fried vegetables are exempt from portion-size limits.

VII. Implementation, Evaluation and Communication

The district shall designate the Director of Health, Physical Education and Athletics to be charged with the responsibility of ensuring that the District meets the goals of this policy.

- This policy will be evaluated and monitored bi-annually by the District Wellness Committee;
- In each school, the principal or designee will ensure compliance with the policy in his/her building and will assess and report annually on the school's compliance to the Director of Health, Physical Education and Athletics and the District Wellness Committee;
- Upon the results of the above assessment, the District Wellness Committee will support principals in developing work plans to facilitate its implementation;
- School food service staff, at the school or district level, will ensure compliance with nutrition policies within school food service areas and will report on this matter to the Director of Health, Physical Education and Athletics and the wellness committee;
- Every year the designee and District Wellness Committee will develop a summary report on District-wide compliance and implementation with the District's Wellness policy and share with the Board Of Education;
- The public will be made aware of their ability to participate in the development, review update and implementation of the policy through the District website;
- A link to the wellness policy will be available on the district website under School Food Service and Athletics;
- In addition, a copy of the most recent assessment and/or summary report will also be available on the website;

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Ref: P.L. 111-296 (Healthy, Hunger Free Kids Act of 2010)

P.L. 108-265 (Child Nutrition and WIC Reauthorization Act of 2004)

42 USC §§1758(f) (1); 1766(a) (Richard B. Russell National School Lunch Act)

42 USC §1779 (Child Nutrition Act)

7 CFR §210.10; 210.11, 210.12; 210.15; 210.18, 210.30 (National School Lunch Program participation requirements – standards for lunches, competitive foods, community involvement, record keeping, state review, local wellness policy)

7 CFR §220.8; 220.12 (School Breakfast Program participation requirements – nutrition standards for meals and competitive foods)

8 NYCRR Part 135 (Health and Physical Education curricular requirements); §114.1 (School Breakfast Program Requirements)

Appeal of Phillips, 37 EDR 204 (1997) (dec. no. 13,843)

Appeal of Williams, 32 EDR 621 (1993) (dec. no. 12,934)

Re-Adopted: July 11, 2012

Revised: January 13, 2016

Revised: October 16, 2019

Schedule D1

COST RESPONSIBILITY DETAIL SHEET

The SFA has deemed the following cost responsibility schedule to be a necessary part of this bid specification. Costs which are not provided for under the contract terms but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFAs operation must be assigned and designated below by the SFA. Any explanations, if necessary, are to be provided on Schedule D2:

| COST CATEGORY | ITEMIZED COSTS | FSMC | SFA | N/A |
|-------------------------------------|--|-------------------------------------|-------------------------------------|-------------------------------------|
| Food: | Food Purchases | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| | Commodity Processing Charges | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| | Processing & Payment of Invoices | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| USDA Foods: | Processing & Fees for Service | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| | Payment of Invoices | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Labor: | Wages | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| | Fringe Benefits & Insurance | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| | Payroll Taxes | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| | Preparation & Processing of Payroll | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Miscellaneous/ Additional Items: | Paper and Cleaning Supplies | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | China/Silverware/Glassware - initial inventory replacement | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | China/Silverware/Glassware - during operation | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | Telecommunications (telephone, computer, internet, fax, etc.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | Uniforms/Laundry* | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Sanitation of Cafeteria Tables and Floors* | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | Trash Removal* | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | - from kitchen | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | - from dining area | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | - from premises | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | Equipment Replacement & Repair* | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | - non-expendable | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | - expendable | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | Products and Public Liability Insurance* | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Equipment Rental | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | Car/Truck Rental | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Storage Costs (excluding donated commodities) (food and non-food supplies) * | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| | Courier Services (bank deposits, school deliveries, etc.) * | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| | Employee Recruitment – initial replacement* | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| | Sales Tax | | <input checked="" type="checkbox"/> | |
| | Other* - specify: <u>Food Service Permits</u> (cannot include overhead expenses incurred by FSMC) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Other* - specify: _____ (cannot include overhead expenses incurred by FSMC) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Other* - specify: _____ (cannot include overhead expenses incurred by FSMC) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Other* - specify: _____ (cannot include overhead expenses incurred by FSMC) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

*These direct cost items may or may not apply to each SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for these items, applicable to their operation, or designate them as N/A for each of the above items.

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

Schedule D2**DETAILED EXPLANATIONS FROM COST RESPONSIBILITY DETAIL SHEET**

Other #1: All Health Permits must be secured by the FSMC and paid for by the FSMC. Each school requires a health permit.

The FSMC shall generate a letter to the Health Department requesting two on-site inspections per year.

All cell phone charges are the responsibility of the FSMC.

The SFA is responsible for the cleaning of the cafeteria floors.
The FSMC is responsible for cleaning the kitchen floors.

The FSMC is responsible for the purchase of all garbage bags used in the kitchen.

Schedule E

ATTACH ITEMIZED INVENTORY LIST

All equipment used within the operation of the Child Nutrition Program in the Levittown Union Free School District is owned by the School District with the exception of:

- Various office equipments and supplies
- Corporate signs and marketing materials
- Chartwells van: 2010 Ford E-250 Base (not refrigerated, no lift gate, no commercial driver's license required)

Replacement of the above items will be needed and will be the responsibility of the FSMC that is awarded this contract.

During the life of this contract, the Assistant Superintendent for Business & Finance must pre-approve any service to the district-owned equipment used in the Child Nutrition Program.

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

Schedule F

ATTACH THE SCHOOL FOOD SAFETY PLAN AND ANY OTHER ADDITIONAL FOOD AND SAFETY SPECIFICATIONS

HACCP/Food Safety Plan Federal Regulation:

Section 111 of the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265) amended section 9(h) of the Richard B. Russell National School Lunch Act by requiring school food authorities (SFAs) to implement a food safety program. The Reauthorization Act requires that, during the preparation and service of meals, the SFA comply with the HACCP system established by the Secretary of Agriculture. The law requires compliance with this requirement by July 1, 2005.

Please Note: The FSMC shall adhere to the School Food Safety Plan set forth as per USDA regulations for all preparation and meal service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under by Public Law 108-265 which is to be included as part of the Bid by the SFA as reflected in Schedule F.

Please view Chartwells' current HACCP plan via this link:

https://www.dropbox.com/s/fokvg06s6r5l52y/2021-22%20Sch%27d%20F_HACCP_LUFSD.pdf?dl=0

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

Schedule G

STAFFING SCHEDULES AND OTHER RELATED INFORMATION

- I. Prospective bidders are asked to present their hourly labor schedules by building to reflect the staffing levels needed to efficiently operate the SFA's Child Nutrition Program Operations, including but not limited to employee benefit packages, training requirements, etc.
 - a. Bidders must certify that the information provided is accurate and based on actual labor needed for the Program operations
- II. In the event that the SFA prepares labor schedules specifying the minimum and/or specific staffing requirements for their SFA for bidding purposes, those schedules and related information are to be attached here as they are a part of the bid specifications.
- III. In the event the SFA retains the services of the food service staff, the SFA must list all food service staff in Schedule G listing the title and salary of each employee.

SCHEDULE G-1

LEVITTOWN UFSD REQUIRED STAFFING 2021-22

| STAFF | Daily HRS | HRLY RATE TBD BY CBA & STATE LAW | # OF SERVING DAYS | # SICK & PERSONAL DAYS | | HOLIDAYS | | BONUS 100% ATTEND ANCE | TOTAL # OF PAID DAYS | MEDICAL & DENTAL (Single, Family) | TRAINING HOURS ASSUMES 1/2 IN SEP- DEC, 1/2 JAN-JUN |
|----------------------------------|--------------|--|-------------------------|---------------------------|---------|----------|---------|---------------------------------|----------------------------|--|--|
| | | | | SEP-DEC | JAN-JUN | SEP-DEC | JAN-JUN | | | | |
| School: Mac Arthur High School | | | | | | | | | | | |
| SULLIVAN, KELLY | 5 | | 171 | 2 | 2 | 2 | 2 | 1 | 180 | | 8 |
| GIANGARRA,HELEN-COOK | 7.25 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| HEGEL, ROSEMARIE | 7.25 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| MCNAMEE,MARGARET | 4 | | 171 | 2 | 2 | 2 | 2 | 1 | 180 | | 8 |
| WEISS, VIKKI | 4 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| BALATSU, SOFIA | 3.75 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| SILVA, ARLENE | 4 | | 171 | 2 | 2 | 2 | 2 | 1 | 180 | | 8 |
| HELDT,JEANA | 4 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| TAGGART, DIANE | 6.5 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| NEW POSITION | 3.75 | | 171 | 2 | 2 | 2 | 2 | 1 | 180 | | 8 |
| School: Lee Road Elementary | | | | | | | | | | | |
| DESARIO,FELICIA | 3.5 | | 178 | 3 | 4 | 3 | 4 | 1 | 193 | | 8 |
| LIBERTI,SOFIA | 6.25 | | 178 | 3 | 4 | 3 | 4 | 1 | 193 | | 8 |
| TOMAIUOLI,CATHERINE | 4 | | 178 | 3 | 4 | 3 | 4 | 1 | 193 | | 8 |
| School: Gardiners Ave Elementary | | | | | | | | | | | |
| CASTRONOVO,EILEEN | 7 | | 178 | 3 | 4 | 3 | 4 | 1 | 193 | M-SINGLE | 8 |
| MAYBIE,LAUREEN | 4 | | 178 | 3 | 4 | 3 | 4 | 1 | 193 | | 8 |
| BROWN, BETH | 4 | | 178 | 2 | 2 | 2 | 2 | 1 | 187 | | 8 |
| WILLIAMS,JEAN | 4 | | 178 | 3 | 4 | 3 | 4 | 1 | 193 | | 8 |
| School: Abbey Lane Elementary | | | | | | | | | | | |
| ESPOSITO, MICHELLE | 4.5 | | 178 | 3 | 4 | 3 | 4 | 1 | 193 | | 8 |
| KAUPKE, THERESA | 4 | | 178 | 3 | 4 | 3 | 4 | 1 | 193 | | 8 |
| REDLING,LORRAINE | 6.5 | | 178 | 3 | 4 | 3 | 4 | 1 | 193 | DENTAL-SIN | 8 |
| KUCMIEROWSKI,DANIELLE | 4 | | 178 | 3 | 4 | 3 | 4 | 1 | 193 | | 8 |
| School: Summit Elementary | | | | | | | | | | | |
| FARRELL, KRIS | 4.25 | | 178 | 3 | 2 | 3 | 2 | 1 | 189 | | 8 |
| REYES-SANTOS, TARA | 4 | | 178 | 2 | 2 | 2 | 2 | 1 | 187 | | 8 |
| KUBAT, THERESA | 6.75 | | 178 | 3 | 4 | 3 | 4 | 1 | 193 | MED-SINGLE | 8 |
| TORON, KAREN | 3.5 | | 178 | 2 | 2 | 2 | 2 | 1 | 187 | | 8 |
| School: Northside Elementary | | | | | | | | | | | |
| NETO,DAWN | 4 | | 178 | 2 | 2 | 2 | 2 | 1 | 187 | | 8 |
| POON, LAI WA (ANITA) | 6.5 | | 178 | 3 | 4 | 3 | 4 | 1 | 193 | | 8 |
| LIBONTI, JEAN | 3.75 | | 178 | 2 | 2 | 2 | 2 | 1 | 187 | | 8 |
| SMITH,LINDA | 4 | | 178 | 3 | 4 | 3 | 4 | 1 | 193 | | 8 |
| School: East Broadway Elementary | | | | | | | | | | | |
| FERRI, DONNA | 7.25 | | 178 | 3 | 4 | 3 | 4 | 1 | 193 | | 8 |
| MACIOCE,ROSEMARIE | 4 | | 178 | 3 | 4 | 3 | 4 | 1 | 193 | | 8 |
| MARINAKOS,MARIA | 4 | | 178 | 3 | 4 | 3 | 4 | 1 | 193 | | 8 |
| SPARACINO,SUSAN | 4 | | 178 | 3 | 4 | 3 | 4 | 1 | 193 | | 8 |
| HOLMES, LISA | 3.5 | | 178 | 2 | 3 | 2 | 3 | 1 | 189 | | 8 |
| School: Division Ave HS | | | | | | | | | | | |

SCHEDULE G-1

LEVITTOWN UFSD REQUIRED STAFFING 2021-22

| STAFF | Daily HRS | HRLY RATE TBD BY CBA & STATE LAW | # OF SERVING DAYS | # SICK & PERSONAL DAYS | | HOLIDAYS | | BONUS 100% ATTEND ANCE | TOTAL # OF PAID DAYS | MEDICAL & DENTAL (Single, Family) | TRAINING HOURS ASSUMES 1/2 IN SEP- DEC, 1/2 JAN-JUN |
|-------------------------------|--------------|--|-------------------------|---------------------------|---------|----------|---------|---------------------------------|----------------------------|--|--|
| | | | | SEP-DEC | JAN-JUN | SEP-DEC | JAN-JUN | | | | |
| BERGONZI, CHRISTINE | 3.75 | | 171 | 2 | 3 | 2 | 3 | 1 | 182 | | 8 |
| D'ANGELO, PAULINE | 7.25 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| GROS, CHRISTINE | 5 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| JUNTA, JACQUELINE | 3.75 | | 171 | 2 | 2 | 2 | 2 | 1 | 180 | | 8 |
| MENNETTE, MICHELLE | 3.75 | | 171 | 2 | 2 | 2 | 2 | 1 | 180 | | 8 |
| KORONA, DEANNA | 6.5 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| LOVECE, JERRI-ANN | 3.75 | | 171 | 2 | 2 | 2 | 2 | 1 | 180 | | 8 |
| PASSARIELLO, ADRIENNE | 4 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| SMITH, JOANNE | 3.75 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| WILDEMAN, KATHLEEN | 3.75 | | 171 | 2 | 2 | 2 | 2 | 1 | 180 | | 8 |
| TORBA, DORI | 7.25 | | 171 | 3 | 4 | 4 | 3 | 1 | 186 | | 8 |
| School: Wisdom Lane MS | | | | | | | | | | | |
| CAROTA, RHONDA | 4 | | 171 | 3 | 2 | 3 | 2 | 1 | 182 | | 8 |
| BRISCUSO, CASSANDRA | 6 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| CARUSO, LILY | 4 | | 171 | 2 | 2 | 2 | 2 | 1 | 180 | | 8 |
| MERENDINO, JOANN | 4 | | 171 | 2 | 2 | 2 | 2 | 1 | 180 | | 8 |
| HYLAND, NAOMI | 4 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| LEPE, SUSAN | 4.5 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| VON THADEN, KIM | 4 | | 171 | 2 | 2 | 2 | 2 | 1 | 180 | | 8 |
| CREIGHTON, DOREEN | 4 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| BALDUCCI, LILLIAN | 7.5 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | M,D,V-SINGLE | 8 |
| LAURENCE, LYNDA | 4 | | 171 | 2 | 2 | 2 | 2 | 1 | 180 | | 8 |
| School: Jonas Salk MS | | | | | | | | | | | |
| BRZESKI, FRANCINE | 6.75 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| COGLIEVINA, CINDY | 6.00 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| TONDI, REGINA | 4.00 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| INCEDION, NANCY | 4.00 | | 171 | 3 | 2 | 2 | 3 | 1 | 182 | | 8 |
| MIRAGLIA, ROBERTA | 6.75 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| PRISCO, DEBBIE | 5.00 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| SALAMONE, JODIE | 4.00 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| RODRIGUEZ, ANA | 7.50 | | 171 | 3 | 4 | 3 | 4 | 1 | 186 | | 8 |
| Office: | | | | | | | | | | | |
| Driver-Dennis McClosky | 4.0 | | 171 | 3 | 2 | 3 | 4 | | 183 | | 8 |
| Clerk | 5.0 | | 171 | 3 | 2 | 3 | 4 | | 183 | | 8 |
| Floors (secondary) | 6.5 | | 171 | 3 | 2 | 3 | 4 | | 183 | | 8 |
| Food Service Director | 8.0 | 11-months per year | | | | | | | | | |

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

SCHEDULE G-2

LEVITTOWN UNION FREE SCHOOL DISTRICT
LABOR COST SUMMARY

Total salary wages for FSMC employees
from Labor Cost Projection \$ _____

Total hourly wages for FSMC employees
from Labor Cost Projection \$ _____

Total combined salary and hourly wages for FSMC employees \$ _____

Other Payroll Costs For All Employees (Please Specify Each Item):

FICA \$ _____

Workers' Compensation \$ _____

Federal Unemployment \$ _____

State Disability \$ _____

State Unemployment \$ _____

Medical Insurance \$ _____

Life Insurance \$ _____

Dental Insurance \$ _____

Long Term DBL \$ _____

Other _____ \$ _____

Other _____ \$ _____

Total other payroll costs \$ _____

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

SCHEDULE G-3

LEVITTOWN UNION FREE SCHOOL DISTRICT LABOR SPECIFICATIONS

The FSMC Must Adhere To The Following Staffing Requirements, Training And Other Labor-Related Areas:

1. It is the desire of the Levittown Union Free School District that Maria Dietz be retained as the full-time, 11-month (48 weeks) per year Food Service Director, employed by the FSMC awarded this contract at the salary requirements listed in Schedule G-1.
2. The Food Service Director is a full time, on-site position located at the Levittown Union Free School District, exclusively responsible for the management and supervision of the Levittown Union Free School District's food service program. The Food Service Director shall not have involvement in any other school district or facility operated by the FSMC. All work to be performed for the SFA shall be completed on the premises of the SFA and not any other facility or neighboring district. The Food Service Director is required to work 11 months of the year.
3. The Food Service Director should not function as a Food Service Worker, Cashier, Cook, etc. The Food Service Director should manage and oversee all program operations, and ensure all financial and operation goals of the district are met. The Food Service Director is not an employee of the SFA.
4. Should Ms. Dietz leave or be promoted, the replacement Food Service Director assigned to the Levittown Union Free School District must meet or exceed the following qualifications as well as the Professional Standards for State and Local School Nutrition Programs Personnel as Required by the Healthy, Hunger-Free Kids Act of 2010:
 - a. Experience in all aspects of food service management including but not limited to: menu planning, ordering, accountability, satellite operations (when food is prepared in one facility and transported to a separate outlying facility for service), food handling, food production, nutrient analysis, preparation and presentation, safety and sanitation, and the ability to manage and train food service staff in a high quality food service operation
 - b. Be ServSafe certified; maintain HACCP certification from FSMC; and any applicable local Board of Health certification
 - c. Possess good interpersonal skills and be able to communicate effectively with staff, students, parents and administrators
 - d. Computer knowledge of (at minimum) Microsoft Word, Microsoft Excel, email and NutriKids POS systems
 - e. A 2 or 4-year college degree, preferably in hospitality or equivalent
 - f. A minimum of two (2) years of formal education related to foods, nutrition and management. Substitution of experience for education may be acceptable, and shall be determined at the sole discretion of the SFA through formal interviews prior to selection of the FSD Candidate.
 - g. Five (5) years minimum experience in successfully managing a high quality, multi-unit, student oriented, cost effective school food service operation
 - h. Each FSMC must submit resumes for at least two of their current Food Service Directors (not to include owners, district managers, supervisors or other headquarters personnel) currently working as Directors of school food service operations, and who are viable candidates to accept the position of Food Service Director at the Levittown UFSD.

SCHEDULE G-3

5. The Food Service Director must have reviewed this Bid Document and its contents and be prepared to comply with all specifications. The FSMC and the FSD are held responsible for 100% compliance of all requirements within the bid document. Penalties for non-compliance will be issued as specified in the Agreement.
6. Job Descriptions are required for all positions and are to be followed routinely. Specific job descriptions shall be included as part of this bid document by the FSMC.
7. Adequate personnel shall be employed to carry out all necessary operations, including but not limited to: all points of service, preparation, service, sanitation, cleanup, in-service training and other required functions as per job descriptions and contract specifications.
 - a. Specifically, it is a requirement of the Levittown UFSD that multiple FSMC employees at each school of the Levittown UFSD be cross-trained and capable of working as a cashier when needed.
8. The FSMC will employ only persons acceptable to the school district. The SFA should be notified immediately if any employees are transferred or discharged.
 - a. The FSMC is to promptly replace personnel who are terminated or otherwise leave the employment of the FSMC so that the high levels of food quality and customer service are not jeopardized.
9. Relief personnel (substitutes) are to be available to cover for illness, personal, vacation or other absences. A roster of four (4) additional substitutes must be available at all times. The SFA may ask to review this roster at any time.
10. Financial penalties as noted in the Agreement may be imposed for staffing shortages that in the opinion of the SFA compromise the program and/or cause delays for students, faculty, and staff.
11. It is recommended all food service staff currently employed and listed on Schedule G-1 and in the collective bargaining agreement shall be hired by the FSMC at the rates of pay and benefits shown. The SFA shall approve deviations to this in advance.
 - a. The District expects those employees who are eligible for benefits will be entitled to those benefits starting day one of the contract. Employees receive 12-month benefits.
 1. As per the CBA, all employees that elect medical coverage currently pay 100% of the premium.
 - b. The hours listed on Schedule G-1 are paid hours and must continue as such.
12. The Food Service Director is to visit each school a minimum of once per week, or more often if necessary.
13. A Food Service Committee currently exists in the district that includes students, parents, teachers and administrators. Representatives of the FSMC including the Food Service Director are required to periodically attend these ongoing meetings.
14. The FSMC District Manager shall meet with the Assistant Superintendent for Business & Finance or designated liaison for the required frequency as described in the bid specifications (once per month) to discuss financial and service standards, deviations and corrections as needed. Discussion of the monthly and year-to-date profit and loss statement shall occur at this time.
15. The Food Service Director is to meet with building principal(s) at least bi-monthly and with the Assistant Superintendent for Business & Finance or designated liaison at least once per month to ensure that quality of service is maintained at desired levels. Discussion of the monthly profit and

SCHEDULE G-3

loss statement and other financial and operational documents shall occur during the monthly meeting with the Assistant Superintendent for Business & Finance.

16. The district may request an annual presentation to the Board of Education by the Food Service Director or FSMC representatives to promote the food service program, and keep the district informed as to the status of the district's food service operation.
17. Proper signage on each serving line shall be provided to inform students and staff of the exact offerings they are entitled to within their complete meal.
18. Proper attire consisting of smocks/aprons, hairnets and nametags, are to be worn by all food service personnel. Supplemental hair restraints such as hats or visors are welcome additions to the required hairnets.
19. Employees who handle money or cleaning supplies are not to handle food at the same time.
20. Employees may not use their cell phones during work hours.
21. Free and reduced priced meal eligibility of the students and any account balance information are confidential pieces of information. This confidentiality must be respected and adhered to by all FSMC employees.
22. A lead/cook at each school is required to attend mandated training courses in safety and sanitation, training in reacting to food allergies/cross contamination and compliance with local county and state Health Department Regulations. ServSafe Certification is required by at least one employee in each building (in addition to the FSD) as well as compliance with all HACCP regulations.
23. Technical support services shall be provided by the FSMC for the purpose of training food service personnel. The technical experts are to provide on-site training to all food service personnel and must complete a minimum of three (3) visits annually. Documentation is to be provided to the Assistant Superintendent for Business & Finance within ten (10) days of the completion of trainings.
24. The FSMC is to provide functional routine training in tasks listed in the job descriptions. Such training shall be provided by the Food Service Director and/or the District Manager to ensure that all food service personnel are aware of policies, procedures, methods such as offer vs. serve, reimbursable meal components, and customer service standards they are to implement when providing daily service. A minimum four (4) hour training session shall occur prior to the start of the 2021-22 school year. Documentation shall be provided to the Assistant Superintendent for Business & Finance of the training topics and attendees with sign-in sheets or verification of completed training. Failure to provide this documentation to the SFA may result in payment penalties.
25. Specialized training in HACCP standards, food safety, sanitation, food handling techniques, and training for each piece of equipment must be provided for all employees. An additional six (6) hours of training, pertaining to safety and sanitation, are to be provided within each school year. These specialized training sessions must include information on blood borne pathogens, COVID-19 protocols and allergen management. Documentation shall be provided to the Assistant Superintendent for Business & Finance of the training topics and attendees with sign-in sheets or verification of completed training. Failure to provide this documentation to the SFA may result in payment penalties.
26. The potential Food Service Management Companies must submit with their bids the following information:
 - a. Names of the training programs to be offered
 - b. Names and credentials of the technical experts who will deliver such training programs

SCHEDULE G-3

c. Dates of the training programs planned

27. The SFA shall have the right in its sole discretion to reject any of the FSMC's current employees and incoming applicants in the best interests of the district, and to bar such employee from any district facility. Any replacement to be used by the FSMC shall be subject to the SFA's prior approval. As the FSMC is obligated to provide all labor necessary to perform the work, the SFA's rejection of any such employee shall not affect the FSMC's obligation to provide for any modification.
28. All FSMC employees shall be screened by the FSMC for sex offenses using the New York State Sex Offender Registry.
29. The FSMC shall be engaged as an independent contractor for purposes of taxes, social security and other withholdings. The FSMC shall be solely responsible for payment of any and all taxes, and expressly agrees to defend and indemnify the SFA for any action brought by any governmental entity, agency, authority or office or by any individual or other entity with respect to taxes which may be related to any payment made by the SFA under this Agreement.
30. All FSMC direct payroll, payroll taxes and benefits shall be broken out on the monthly operating report for a clear path of determining the total labor cost for each month.
 - a. The full cost of all benefits and taxes shall be broken out on the labor summary form submitted with each FSMC's response.
31. All employees listed on Schedule G-1 and in the collective bargaining agreement will be employed for every service day the school is open.
32. The FSMC must comply with NYS Department of Labor Standards concerning all wage and hour laws.

Schedule HUSDA Foods Entitlement Value for 2021-2022 School YearATTACH DIRECT DIVERSION RECEIPT AND, IF APPLICABLE, WBSCM REQUISITION STATUS REPORT

| | |
|-------------------|-----------|
| Total Entitlement | \$263,930 |
| Processing | \$67,746 |
| DOD Fresh Fruit | \$70,000 |
| Brown Box | \$125,000 |

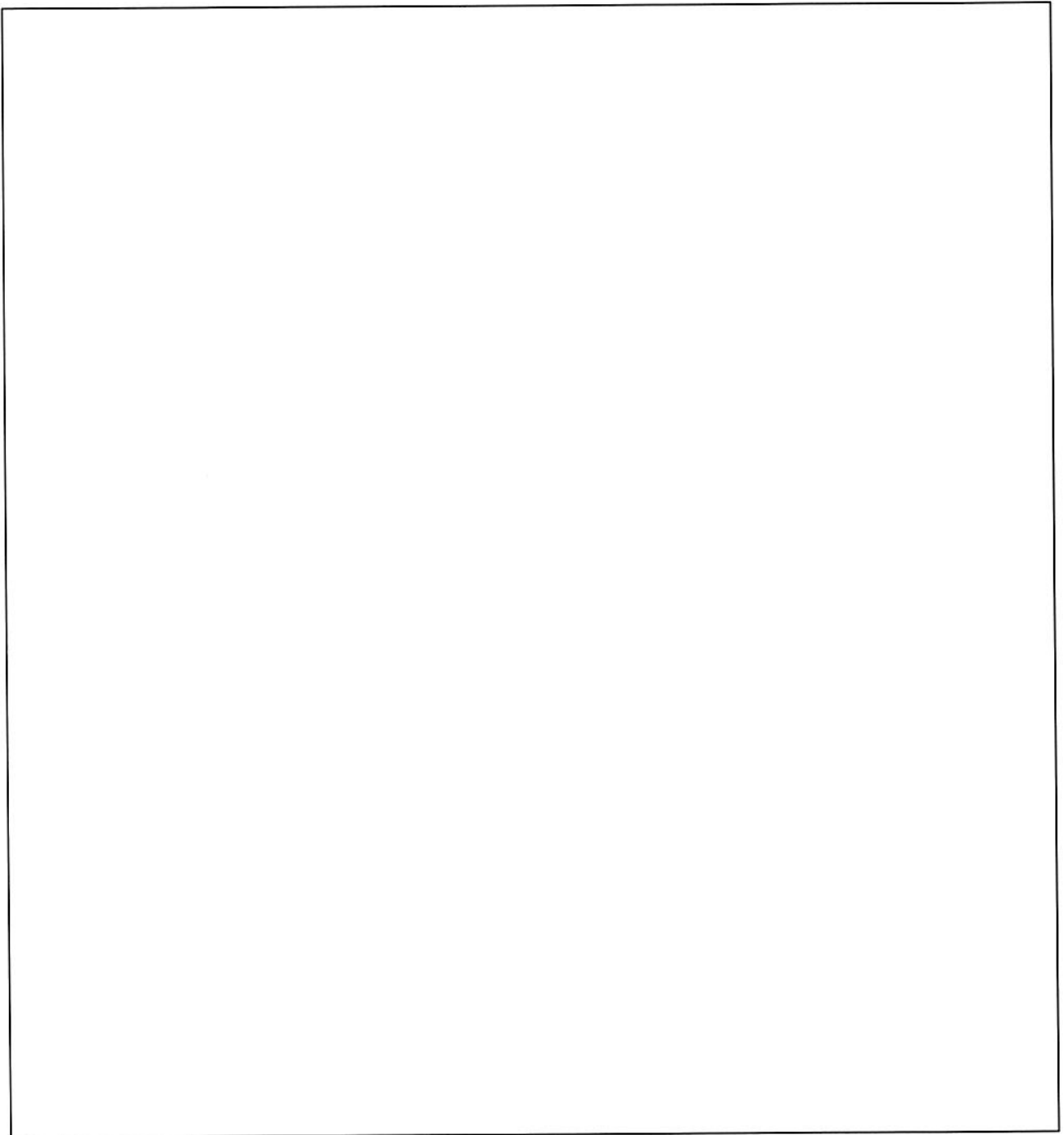
Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

Schedule I

ADDITIONAL SCHEDULES

Only attach here any other additional schedules that are part of the bid specifications that are for informational purposes only. This may include the following examples:

- School calendar
- School district map
- Reimbursement claim form, etc.



SCHEDULE I-1

PROFIT AND LOSS STATEMENT AGREEMENT FOR THE LEVITTOWN UNION FREE SCHOOL DISTRICT CHILD NUTRITION PROGRAM

Profit and Loss Statement Agreement:

I, Belinda Oakley, am an authorized agent of the below-mentioned Food Service Management Company. I hereby agree to utilize the district's POS accounting reports on a weekly and monthly basis and to provide a monthly operating statement* to the SFA by the 15th day of each month for the preceding month's operation, including:

- Monthly meals, a la carte sales, special milk reimbursements and all FSMC expenses broken out by Food, Labor, and Miscellaneous.
 - Sales must be identified for both reimbursable meals and a la carte items identifying the conversion rate.
 - Operating cost report and details (invoices) to support direct costs of food, labor, and other
 - The statement will include the Total District Revenue and the amount paid to the FSMC. It must also include the FSMC profitability as well as the financial return to the District.
 - Each statement must include both the current month and the year-to-date totals.
- Accounts payable register and invoices
- Inventory analysis summary
- Payroll Reports
- Menus and nutrient analysis
- Pre-payments
- Cashier error log
- Vending accountability record

The SFA Business Office will contact the FSMC regarding any financial documents or records that the Business Office may require the FSMC to maintain that are not otherwise identified in this contract.

Failure to submit this agreement will result in non-acceptance of the FSMC's bid.

Name (print)

Belinda Oakley

Signature



Title

CEO, Chartwells K12

Food Service Management Company

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

Date

7/21/2021

Attachment: Chartwells Type II Agreement (4292 : Emergency Contract with Chartwells)

LEVITTOWN SCHOOLS**POLICY # 5660**

Page 1 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: MEAL CHARGE AND PROHIBITION AGAINST MEAL SHAMING POLICY**

The goal of the Levittown Public Schools is to provide student access to nutritious no- or low- cost meals each school day and to ensure that a pupil whose parent/guardian has unpaid school meal fees is not shamed or treated differently than a pupil whose parent/guardian does not have unpaid meal fees. Unpaid charges place a large financial burden on our school. The purpose of this policy is to insure compliance with federal requirements for the USDA Child Nutrition Program and to provide oversight and accountability for the collection of outstanding student meal balances to ensure that the student is not stigmatized, distressed or embarrassed.

The policy will establish procedures to address unpaid meal charges throughout the Levittown Public Schools in a way that does not stigmatize, distress or embarrass students. The provisions of this policy pertain to regular priced reimbursable school breakfast and lunch meals only. The Levittown Public Schools provides this policy as a courtesy to those students in the event that they forget or lose their money.

As such, the goal of the Levittown School District ("District") is to provide solutions to families having trouble paying for school meals by using the following methods:

- Reach out to families of eligible children
- Assist families with the school meal application process
- Make a payment convenient - online payment
- Provide payment reminders
-

Free and Reduced Lunch applications will be mailed to all families in the summer. They will also be offered during student registration throughout the school year and will be available in the main offices and in the social workers' offices in all schools. All School Food Administrators (SFAs) and School Food Employees/Professionals will provide a reimbursable meal to all students with negative balances. However, SFAs may prohibit a child certified for free meals from charging a la carte or extra items (e.g. a second milk or additional entrée), if the account is negative.

Access to Meals

- Free meal benefit eligible students will be allowed to receive a free breakfast and lunch meal of their choice each day. A la carte items or other similar items must be paid/prepaid.
- Reduced meal benefit eligible students will be allowed to receive a breakfast of their choice for \$.25 and lunch of their choice for \$.25 each day. The charge meals offered to students will be reimbursable meals available to all students, unless the student's parent or guardian has specifically provided written permission to the District to withhold a meal. A la carte items or other similar items must be paid/prepaid.

(continued)

LEVITTOWN SCHOOLS**POLICY # 5660**

Page 2 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: MEAL CHARGE AND PROHIBITION AGAINST MEAL SHAMING POLICY**

- Full pay students will pay for meals at the District's published paid meal rate each day. The charge meals offered to students will be reimbursable meals available to all students, unless the student's parent or guardian has specifically provided written permission to the District to withhold a meal. A la carte items or other similar items must be paid/prepaid.

Minimizing Student Distress

- The Levittown Public Schools will not publicly identify or stigmatize any student on the line or discuss any outstanding meal debt in the presence of any other students.
- Students who incur meal charges will not be required to wear a wristband or handstamp, or to do chores or work to pay for meals.
- The Levittown Public Schools will not throw away a meal after it has been served because of the student's inability to pay for the meal or because of previous meal charges.
- The Levittown Public Schools will not take any action directed at a pupil to collect unpaid school meal fees.
- The Levittown Public Schools will deal directly with parents/guardians regarding unpaid school meal fees.

Ongoing Staff Training

- Staff will be trained annually and throughout the year as needed on the procedures for managing meal charges using the State Education Department (SED) Webinar or a District's organized training program.
- Staff training will include ongoing eligibility certification for free or reduced price meals.
- Parents/guardians will be notified by school personnel, calls, or letters from the Business Office that a student's meal card or account balance is exhausted within 3 days of it being exhausted and then, no sooner than every 5 days thereafter.

Parent Outreach

- Staff will communicate with parents/guardians with five or more unpaid meal charges to determine eligibility for free or reduced price meals.
- Staff will provide parents/guardians with free and reduced price application and will make two documented attempts to reach out to parents/guardians to complete a meal application in addition to the application and instructions provided in the school enrollment packet.
- Staff will contact the parent/guardian to offer assistance with completion of free or reduced meal application to determine if there are other issues within the household causing the student to have insufficient funds, offering any other assistance that is appropriate.
- Business Office personnel will conduct direct certification through the New York Student Identification System (NYSSIS) to maximize free eligibility.

(continued)

LEVITTOWN SCHOOLS**POLICY # 5660**

Page 3 of 3

NON-INSTRUCTIONAL/BUSINESS OPERATIONS**SUBJECT: MEAL CHARGE AND PROHIBITION AGAINST MEAL SHAMING POLICY**

- The District will use its administrative prerogative to complete an application on a student's behalf judiciously, but only after using exhaustive efforts to obtain a completed application from the student's parent/guardian. The District will complete the application using only available information on family size and income that falls within approvable guidelines.
- The District will coordinate with the foster, homeless, migrant, and runaway coordinators at least monthly to certify eligible students.

Prepaid Accounts

- Students/Parents/Guardians may pay for meals in advance via <https://www.myschoolbucks.com/ver2/login/getmain?requestAction=home> or with a check payable to Levittown Public Schools. Further details are available on the District's webpage at <http://www.levittownschoools.com>. Funds should be maintained in accounts to minimize the possibility that a student may be without meal money on any given day. To facilitate this, parents may opt into a service through MySchoolBucks which will remind them when funds in a student's account are low.
- Any remaining funds for a particular student will be carried over to the next school year.
- To obtain a refund for a withdrawn or graduating student, a written or e-mailed request for a refund of any money remaining in the student's account must be submitted to the Business Department. Students who are graduating at the end of the year will be given the option to transfer any remaining money to a sibling's account through a written request or a call made to (516) 434-7010. Unclaimed funds must be requested within once school year. After one year, unclaimed funds will become the property of the District.

Staff

Staff members are allowed to purchase food from the district's food services. However, all purchases must be on a cash basis. Staff members will not be allowed to charge meals to be repaid later.

Ref: Child Nutrition Act of 1966, 42 USC §1779 & 1771

National School Lunch Act, 42 USC §§1758(f)(1); 1766(a); 1715 SED

Guideline Doc, Child Nutrition Prgm; "Establishing a Meal Charge Policy", Aug 20, 2005

Re-Adopted: July 11, 2012

Revised: December 12, 2018

SCHEDULE I-3

CALENDAR 2021-2022

| Levittown Public Schools | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------------------------|----|----|----|----|----|----|------------------|----|----|----|----|----|----|--------------|----|----|----|----|----|----|------------------|----|----|----|----|----|----|
| 2021 - 2022 School Calendar | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| August (---) | | | | | | | September (17+1) | | | | | | | October (20) | | | | | | | November (18+1) | | | | | | |
| S | M | T | W | Th | F | S | S | M | T | W | Th | F | S | S | M | T | W | Th | F | S | S | M | T | W | Th | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | | | | | | | | | | | | | | | | | | | |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 29 | 30 | 31 | | | | | 26 | 27 | 28 | 29 | 30 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | | | | | | | |
| November (18+1) | | | | | | | December (17) | | | | | | | January (20) | | | | | | | February (15) | | | | | | |
| S | M | T | W | Th | F | S | S | M | T | W | Th | F | S | S | M | T | W | Th | F | S | S | M | T | W | Th | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | | | | | | | | | | | | | | | | | | | |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 28 | 29 | 30 | | | | | 26 | 27 | 28 | 29 | 30 | 31 | | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | | | | | |
| February (15) | | | | | | | March (23) | | | | | | | April (14) | | | | | | | May (20) | | | | | | |
| S | M | T | W | Th | F | S | S | M | T | W | Th | F | S | S | M | T | W | Th | F | S | S | M | T | W | Th | F | S |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 27 | 28 | | | | | | 27 | 28 | 29 | 30 | 31 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | | | | | | | |
| June (17) | | | | | | | July (0) | | | | | | | August (---) | | | | | | | September (17+1) | | | | | | |
| S | M | T | W | Th | F | S | S | M | T | W | Th | F | S | S | M | T | W | Th | F | S | S | M | T | W | Th | F | S |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | | | | | | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | | | | | | | |
| 29 | 30 | 31 | | | | | 26 | 27 | 28 | 29 | 30 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | | | | | | | |

This calendar has 181 student attendance days and 2 teacher conference days.

Superintendents Conference Day - No School for Students: Sept 1 and Nov 2

First day of School for Students: September 2

Last day of School for Students: June 24

Days off for Students:

September 6 Labor Day

7 Rosh Hashanah

8 Rosh Hashanah

16 Yom Kippur

October 11 Columbus Day

November 2 Election Day/Supt. Conference

11 Veteran's Day

25 Thanksgiving Recess

26 Thanksgiving Recess

December 24 Winter Recess (Christmas Eve)

25 Winter Recess (Christmas Day)

27 Winter Recess

28 Winter Recess

29 Winter Recess

30 Winter Recess

31 Winter Recess

January 17 Martin Luther King Day

February 21 Presidents Day

22 February Recess

23 February Recess

24 February Recess

25 February Recess

April 14 Holy Thursday

15 Good Friday

18 Spring Recess

19 Spring Recess

20 Spring Recess

21 Spring Recess

22 Spring Recess

May 3 Eid al-Fitr

30 Memorial Day

June 20 Juneteenth

Use of Snow Days

0 No School on May 31

1 No School on May 31

2 No additional Days Off

If MORE THAN 2 snow day is used, additional school days will be scheduled as follows:

3 There will be school on April 22

4 There will be school on April 22 and 21

Revision 1/20/21

Approved: 2/10/21

Appendix A

STANDARD DEFINITIONS FOR ALL NEW YORK STATE SCHOOL FOOD AUTHORITY - FOOD SERVICE MANAGEMENT COMPANY CONTRACTS

Bid is a complete and properly signed proposal on the forms provided herein to provide the food service program management services, equipment, supplies or materials required for the sum stipulated therein supported by data called for by the Bidding Documents.

Bidder is any individual, company or corporation submitting a bid.

Bidding Documents include the Advertisement or "Notice to Bidders" and the documents contained herein. Board is the Governing Board of the SFA.

Conditions and Specifications constitute any description in the Bidding Documents of services; materials, supplies, and/or equipment required for the performance of the obligations under the Contract or the circumstances under which such services, materials, supplies, and/or equipment are to be provided.

Contract or Agreement is a formal agreement duly executed by the authorized representatives of the SFA and the FSMC which calls for the provision of all services, materials, supplies or equipment by the FSMC in accordance with all Conditions and Specifications in the Bidding Documents, for a price to be paid by the SFA.

Contractor means a commercial enterprise, public or nonprofit private organization or individual that enters into a contract with or without a fixed fee.

End Product means a finished product containing any amount of donated food that has been commercially processed.

Food is defined as and limited to those items purchased for use in the preparation and service of student, a la carte, adult and special event meals as specified.

Food Service Management Company (FSMC) means a commercial enterprise or a nonprofit organization that is or may be contracted with by the SFA to manage any aspect of the school food service in whole or in part. An FSMC is a company that is acting on behalf of a school food authority by actually being in charge of or directing any aspect of the food service and must meet applicable program requirements.

Instructions to Bidders include all "Conditions and Specifications," the bid proposal forms, including any NYSED pre-approved amendments issued prior to the opening of bids, and the "Contract."

Invitation to Bid (IFB) means a type of solicitation document used in the competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the responsive and responsible bidder whose bid is lowest in price. The IFB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids. Also, the IFB should describe the minimum standards expected of a responsible bidder in measurable terms.

Labor is defined as and limited to on-site employees responsible for the management, preparation, service, and cleanup of meals.

Management Fee is defined as all costs other than food, labor and miscellaneous as defined herein.

Miscellaneous Expenses are defined as paper supplies (including decorations), equipment rental, cleaning materials, commodity handling and warehousing charges, travel as required for effective program management, and as agreed upon by the SFA (*see below), uniforms, menu paper and printing, taxes and licenses, laundry, insurance, information technology costs associated with the food service operation, and other costs as contractually obligated herein. Miscellaneous Expenses are to be used solely for the purpose of the Child Nutrition Program in which this contract operates.

Travel as required for effective program management and as agreed upon by the SFA:

- Travel as required: Travel of the manager from one building to another in the district. Travel to State sponsored meetings.
- Travel as agreed upon: Travel to special meetings. Travel of regional chef, dietician, etc. if the SFA deems such visits necessary for the efficient operation of the program.

Nonprofit School Food Service means all food service operations conducted by the SFA principally for the benefit of school children, all of the revenue from which is used solely for the operation or improvement of such food services.

Notice to Bidders is the formal statement issued by the SFA inviting bids on all the services, materials, supplies or equipment described in the Bidding Documents.

School Food Authority (SFA) is a public school district, non-public school, residential childcare institution, county jail or correctional facility participating in the National School Lunch, School Breakfast or Special Milk program.
Successful Bidder is a Bidder to whom an award is made by the Board.

All additional definitions set forth in the Specifications are generally applicable to the Bidding Documents.

APPENDIX B

STANDARD CLAUSES FOR ALL NEW YORK STATE SCHOOL FOOD AUTHORITY FOODSERVICE MANAGEMENT COMPANY CONTRACTS

The parties of the attached contract, license, lease, amendment or other agreement or any kind (hereinafter, the contract or this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word Contractor herein refers to any party other than the SFA, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **Governing Law**—This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
2. **Conflicting Terms**—In case of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix B, the terms of this Appendix B shall control.
3. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163). Grantor agencies are permitted to require changes, remedies, changed conditions, access and record retention and suspension of work clauses approved by the Office of Federal Procurement Policy.
4. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
5. **Hold Harmless**—The FSMC shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the intentionally negligent or negligent acts, errors or omissions of its employees providing the services rendered by the FSMC pursuant to this AGREEMENT. The FSMC shall defend and indemnify and hold harmless the SFA and its officers and employees from claims, suits, actions damages and costs of every nature arising out of the intentionally negligent or negligent provision of services pursuant to this AGREEMENT.
6. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). Where applicable, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the Act, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
7. **The Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Where applicable, all contracts must be in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C 874 as supplemented by Department of Labor regulations (29 CFR Part 3). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
8. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a

standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Criminal Penalties**—Section 104(b) amended section 12(g) of the NSLA (42 U.S.C. 1760(g)) to increase to \$25,000 the maximum fine for embezzling, willfully misapplying, stealing or obtaining by fraud funds, assets or property acquired under the NSLA or CNA.
10. **Buy American**—Section 104(d) amended section 12 of the NSLA (42 U.S.C. 1760) to require SFAs participating in the NSLP and SBP to purchase for those programs, to the maximum extent practicable, domestic commodities or products. For purposes of this provision, the term "domestic food commodity or product" means agricultural commodities produced in the U.S. and food products processed in the U.S. substantially using agricultural commodities that are produced in the U.S. (over 51 percent of the processed food comes from American produced products). The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA. The SFA reserves the right to review vendor purchase records to ensure compliance with Buy American provision. The FSMC shall comply with the Buy American provision for contracts that involved the purchase of food as required by Title 7 CFR, part 210.21(d).
11. **Procurement Contracts**—Section 104(e) amended section 12 of the NSLA (42 U.S.C. 1760) to stipulate that, when acquiring goods and services for programs under the Child Nutrition Programs SFAs may contract with persons and companies which have provided specification information to SFA for use in drafting procurement specifications. This provision is intended to encourage program administrators to obtain information from as many sources as possible to assist them in drafting procurement documents. A potential contractor or other interested party may not participate in the procurement process by way of drafting the procurement specifications, procedures or documents, such as requests for proposals, invitations for bids and contracts. This provision is intended to ensure that program operators have sufficient flexibility in contracting matters while maintaining maximum open and free competition.
12. **Food Safety Inspections**—Section 102(c) amended section 9 of the NSLA (42 U.S.C. 1758) by adding subsection (h) to require schools participating in the NSLP or the SBP to obtain food safety inspections conducted by a State or local governmental agency responsible for such inspections at least twice a year if a State or local governmental agency does not otherwise require inspections.
13. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
14. **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
15. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must disclose lobbying activities and file the required certification attesting that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Food Service Management Companies who bid for an award exceeding \$100,000 must disclose lobbying activities in connection with school nutrition programs. If no activities occur, the form should not be completed. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. (Only required if money is spent on lobbying activities). A copy of the disclosure form is provided, as Appendix D.

16. **Procurement of recovered materials.** In accordance with 2 CFR § 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
17. **Women/Minority owned Businesses.** In accordance with federal and state requirements, the FSMC must take all necessary affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce or any state agency responsible for promoting women and minority businesses.
18. **Water**—Plain potable water must be available to students free of charge in the place where lunch meals are served.
19. **Non-program Foods**—SFA must ensure that the overall revenue from non-program food is proportional to the cost of obtaining these foods. If non-program foods are purchased with the non-profit school food service account, all revenue must accrue back to the account.
20. **Outreach Overview**—SFA are required to promote the availability of the breakfast program, if applicable.
21. **Iran Divestment Act of 2012**—The Iran Divestment Act of 2012 ("ACT"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), 165-a and General Municipal Law 103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL 165-a(3), the Prohibited Entities list may be found on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/listofentities.pdf>.

SFAs reserve the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after a contract award.
22. **Gifts from FSMC**—The SFAs or SFAs officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from FSMC or potential FSMC. To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards either by the SFA or SFAs officers, employees, or agents or by the FSMC or their agents.
23. **Conflict of Interest**—If the FSMC is aware of any prohibited conflict of interest, real or apparent, and knows the conflict has gone unreported, the contract may be void under applicable federal, State or local laws.

24. Any silence, absence, or omission from the Agreement concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
25. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Non-Collusive Bidding Certification Form

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, in the case of a joint bid each party thereto certified as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit to bid for the purpose of restricting competition.

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

Name of Bidder/Company

Name of Company Official-- *See Below



Signature of Company Official (Sign in Blue Ink Only)

Belinda Oakley, CEO, Chartwells K12

Print Name

7/21/2021

Date

Belinda.Oakley@compass-usa.com

Email Address

*Article IX, Section 139-d of NYS Finance Law provides that any bid made to the State or any public department, agency, or official thereof by a corporate bidder, where competitive bidding is required by statute, rule or regulation, and where such bid contains a signed certification of non-collusive bidding is deemed to have been authorized by the board of directors of the bidder, and is deemed to include the signing and submission of the bid and the certificate as to non-collusion as the act and deed of the corporation.

Levittown UFSD

Journal Entries From 6/1/2021 - 6/30/2021



| Reference Number | Account | Date | Type | Description | Detail Description | Vendor ID | PO Number | Liquidated | Debits | Credits |
|-----------------------|---------------------|------------|------|--|--------------------|-----------|-----------|------------|--------------|------------|
| 392 | | 06/30/2021 | ST | To accrue 4/01/2021 to 6/30/2021 ERS Expense | | | | | | |
| | A 522 | | | | | | | | 708,630.00 | |
| | A 9010.8000-00-0000 | | | | | 4704 | | | 708,630.00 | |
| | A 637 | | | | | | | | | 708,630.00 |
| Journal Entry Totals: | | | | | | | | | 1,417,260.00 | 708,630.00 |
| Grand Totals: | | | | | | | | | 1,417,260.00 | 708,630.00 |

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| Appointments, Certified Personnel | | | | | | | | | |
|--|---|---------------------------|-----------------------------|--------------------|---------------------|------------------------|----------------------|------------------------------|-----------------------------|
| Board Meeting Date: July 28, 2021 | | | | | | | | | |
| | | | | | | | | | |
| | <u>Probationary Teachers:</u> | | | | | | | | |
| | | | | | | | | | |
| | <u>Name</u> | <u>Tenure Area</u> | <u>Certification</u> | <u>Step</u> | <u>Level</u> | <u>School</u> | <u>Salary</u> | <u>Effective Date</u> | <u>Justification</u> |
| | | | | | | | | | |
| 1. | Jonathan Kalman | ESL | Initial | 1 | MA | Division/ MacArthur | \$73,891 | 9/1/21 - 9/1/25 | Akers |
| | | | | | | | | | |
| | | | | | | | | | |
| 2. | Nicole Pappas | Elementary | Initial | 1 | MA | Lee | \$73,891 | 9/1/21 - 9/1/25 | Additional section |
| | | | | | | | | | |
| 3. | Christine Yodice | Elementary | Permanent | 1 | MA | Abbey | \$73,891 | 9/1/21 - 9/1/25 | Additional section |
| | | | | | | | | | |
| 4. | Katherine Rigano | Music | Initial | 1 | MA | Gardiners | \$73,891 | 9/1/21 - 9/1/25 | Galeno |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | <u>Leave Replacement Teachers:</u> | | | | | | | | |
| | | | | | | | | | |
| 5. | Lisa Pasquale | Guidance | Permanent | 1 | MA | Salk M. S. | \$73,891 | 9/2/21 - TBD | Gaufman |
| | | | | | | | <u>\$1,911</u> | (guidance stipend) | |
| | | | | | | | \$75,802 | | |
| | <u>Dance & Gymnastics Program:</u> | | | | | | | | |
| | | | | | | | | | |
| 6. | Deanna Sichel | Coordinator | \$7,000 (plus \$18.89/hr.) | | | | | | |
| | | | | | | | | | |
| | <u>Part-time Teachers:</u> | | | | | | | | |
| | | | | | | | | | |
| 7. | Taylor Goehler | Psychologist | Provisional | 1 | MA | Abbey | \$73,891 x .6 = | 9/2/21 - TBD | Lombardo |
| | | | | | | | \$44,334 | | |
| | <u>It is recommended that the Board approve the following Science Research Stipends:</u> | | | | | | | | |
| | | | | | | | | | |
| 8. | David Friedman | \$10,000 | | | | | | | |
| 9. | Matthew Zausin | \$10,000 | | | | | | | |
| 10. | Gerald Marzigliano | \$17,000 | | | | | | | |
| 11. | Joseph Sparaco | \$3,000 | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| DATE APPROVED: _____ DISTRICT CLERK: _____ | | | | | | | | | 1002 |

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| Appointments, Non-Instructional Personnel | | | | | | | |
|---|-------------------------|-----------------|------|-----------------------------------|-----------------------|----------------|-----------------|
| Board Meeting Date: July 28 , 2021 | | | | | | | |
| | NAME | AREA | STEP | SALARY | LOCATION | EFFECTIVE DATE | REPLACING |
| | <u>FULL TIME APPTS.</u> | | | | | | |
| 1. | Naglaa Nofal | Teacher Aide I | 5 | \$18,424.00 A2250.1610-21-3450 | Wisdom | 9/1/2021 | Gerry Andres |
| 2. | Hayden Subero | Auto Mechanic | 6 | \$60,356.00 A5530-1600-00-0000 | Transportation Garage | TBD | Paul Berndt |
| 3. | Alexandra Hicks | Teacher Aide II | 5 | \$19,879.00 A2250.1610-31-3450 | Division | 9/1/2021 | New IEP |
| | <u>PART TIME APPTS.</u> | | | | | | |
| 1. | Jennifer Bruce | Typist Clerk | 1 | \$15.00 A2020.1600-11-0000 | Abbey | 9/2/2021 | Dolores Dagrosa |
| 2. | Kevin Walther | Cleaner | 1 | \$15.00 A1620.1840-00-1630 | SUB | | |
| 3. | Ryan Kearney | Cleaner | 1 | \$15.00 A1620.1840-00-1630 | SUB | | |
| 4. | Kenneth Sheridan | Cleaner | 1 | \$15.00 A1620.1840-00-1630 | SUB | | |
| 5. | Patrick Pink | Security Aide | 1 | \$15.00 A1622.1640-00-1640 | SUB | | |
| Seasonal Workers Summer 2021 - Effective 7/1/21 - 8/31/21 | | | | | | | |
| 1. | Meghan Porr | | | \$14.50 | | | |
| 2. | Charles Pecoraro | | | \$14.00 | | | |
| | | | | | | | 1005 |
| | | | | | | | |
| DATE APPROVED: | | | | DISTRICT CLERK: | | | |

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