

Please note these minutes are pending Board approval.
Board of Education
Newtown, Connecticut

Minutes of the Board of Education meeting held on August 23, 2022 at 7:00 p.m. in the Council Chambers, 3 Primrose Street.

D. Zukowski, Chair	C. Melillo
J. Vouros, Vice Chair	A. Uberti
D. Ramsey, Secretary	T. Vadas
D. Cruson	4 Staff
J. Kuzma	30 Public
J. Larkin	1 Press
A. Plante	

Ms. Zukowski called the meeting to order at 6:30 p.m.

MOTION: Mr. Cruson moved that the Board of Education go into executive session to discuss a leave of absence request and to interview the candidate for the Newtown Middle School assistant principal position and invite Mr. Melillo and Brian Walsh. Mr. Ramsey seconded. Motion passes unanimously.

Item 1 – Executive Session

The Board discussed the two items and executive session ended at 6:55 p.m.

Item 2 – Pledge of Allegiance

MOTION: Mr. Ramsey moved to add discussion and possible action regarding a bus driver retention incentive to the agenda prior to action on the minutes. Mr. Cruson seconded. Motion passes unanimously.

Item 3 – Action on Executive Session Items

MOTION: Mr. Ramsey moved that the Board of Education approve a one-year leave of absence for Julie Schwartz effective immediately. Mr. Cruson seconded. Motion passes unanimously.

MOTION: Mr. Ramsey moved that the Board of Education appoint Brian Walsh as assistant principal at Newtown Middle School to begin on or about September 27, 2022 with salary per the administrators' contract. Mr. Vouros seconded.

Ms. Zukowski said Mr. Walsh was an incredible, capable candidate, will make a positive change in our middle school, and work hand-in-hand with the principal. Motion passes unanimously.

Mr. Walsh was thrilled to be here and thanked the Board of Education, Mr. Melillo and Mr. Ross. He was excited and fortunate and understands the importance of this position.

Item 4 – Consent Agenda

MOTION: Mr. Ramsey moved that the Board of Education approve the consent agenda which includes the correspondence report. Mr. Cruson seconded. Motion passes unanimously.

Item 5 – Public Participation

Item 7 – Reports

Chair Report: Ms. Zukowski welcomed students and staff members for another school year. She also welcomed new administrators Kara DeBartolo, Director of Teaching and Learning, Jim Ross, Newtown Middle School Principal and Brian Walsh, Newtown Middle School Assistant Principal. She wished departing Newtown Middle School Principal, Tom Einhorn, a happy

retirement, congratulated Officer Chapman on his promotion to head the new community engagement division of the Police Department, and best wishes to Wes Johnson, who accepted a position in the faith community.

Mr. Cruson added that he was on the interview committee for the Coordinator of Diversity, Equity and Inclusion and it was clear that Wes was the right person for the position. He did a lot of work in the district on professional development in the schools, worked with PEAC, and the Board of Education DEI subcommittee to help us learn the work he was doing to name a few. Mr. Cruson is very appreciative of his work and will miss him for what he accomplished.

Item 6 - Presentations

Ms. Zukowski welcomed Richard Lemons, Executive Director of Partners for Educational Leadership who gave a presentation on their strategic plan proposal.

Mr. Melillo said we need a plan that will be a living document to bring students to their potential. He has worked with Mr. Lemons. This work will set Newtown up for the future.

Mrs. Kuzma asked if there was a time frame for getting the mission and vision.

Mr. Melillo said there will be overlap with sections for each area. Regarding the vision of a graduate, there will be time just to work on that. Using an organization that has done this will ensure the work is streamlined.

Mr. Ramsey asked how staff would be involved.

Mr. Lemons said to make sure their voices are heard there should be a variety of people involved from students to staff members. Stakeholder groups are important also and should include teachers and students so the focus group is a positive experience. They will collect survey data from each group.

Mr. Vouros asked how he saw each Board member contributing to this plan.

Mr. Lemons Richard said we have trained Board of Education members to sit in focus groups. There will be a small number of Board members in the various groups. At the end of focus session data gathering we would come to the Board and report findings.

Ms. Zukowski said that Mr. Melillo will send the proposal to each Board member to discuss and take action at the next meeting. She thanked Mr. Lemons.

Item 7 – Reports (continued)

Chair Report: Ms. Zukowski asked Mrs. Plante to be the liaison for Hawley School and also represent the Board at EdAdvance. Mr. Vouros will be the primary Board representative for the teacher's climate and culture committee with Mr. Ramsey as the secondary.

Superintendent's Report:

Mr. Melillo said with the start of school August 29 he will take a bus ride to Sandy Hook School with students. Regarding COVID-19, we will provide home test kits when requested. The dashboard will no longer be there but there will be a link to access it at the State's website. We are still filtering the air in the schools and masks are optional. Chartwells is our new food service provider. We have updated the cafeterias and surveyed families and staff for information on usage.

Regarding transportation, our current company doesn't pay drivers a competitive wage compared to surrounding districts so it's difficult to get drivers. We spoke about using excess funds so there would not be an increase in our budget. He hopes it will make an impact on our transportation. We want to do right by our families tonight.

Committee Reports:

Mrs. Larkin reported that the CFF committee met last Thursday. We discussed drivers retention and hiring and that we want to keep the ones we currently have. Working with All-Star we were able to reduce our fleet by five buses. They also discussed the CIP but not much has changed. The Hawley project is on time and on budget. Smart Funds will provide free lunch for Newtown students until funds are expended through October. She encouraged parents to apply for free and reduced lunch.

Mrs. Plante reported on the DEI committee meeting last Friday. They discussed filling Mr. Johnson's position and also training for the committee.

Mr. Melillo spoke about the DEI coordinator position and that we want to create a special assignment for a Newtown teacher who would lead others in our buildings and provide them with professional development. We want students to be critical thinkers. The five tenents and job description are works in progress and we have teachers who can do this work.

Mr. Cruson reported that the Policy committee met two weeks ago and reviewed the bullying prevention policy which was out of date. Mr. Melillo took it to the A-team to review and bring it back to policy. We also reviewed the school wellness policy and health assessment and the immunization policy.

Mr. Ramsey reported that the Communications committee met and discussed their newsletter and reinforcing themes to cover in the coming year which is centered around Unified Sports and will give it to the Board September 6.

Year-end Financial Report:

MOTION: Mr. Ramsey moved that the Board of Education approve the year-end financial report for the year ending June 30, 2022. Mr. Cruson seconded.

Mrs. Vadas summarized the report and went over the transfers.

Motion passes unanimously.

Financial report month ending July 31, 2022:

MOTION: Mr. Ramsey moved that the Board of Education approve the financial report and transfers for the month ending July 31, 2022. Mr. Cruson seconded.

Mrs. Vadas presented the report for July.

Motion passes unanimously.

Item 8 – Old Business**CIP:**

Mr. Gerbert noted that last month we presented a draft of the CIP.

Ms. Zukowski said this would be on the next agenda for discussion and action.

Item 9 – New Business**Food Service Contract:**

MOTION: Mr. Ramsey moved that the Board of Education approve the execution of a one-year contract between Newtown Public Schools and Compass Group USA, Inc. by and through its Chartwells K12 Division to operate the district's food service program in accordance with their response to the RFP dated April 20, 2022. This agreement is effective August 10, 2022 through June 30, 2023 and includes an option for four additional one-year renewals. Mr. Cruson seconded.

Mrs. Vadas urged families to submit their application for free and reduced lunch by October 12 which is the deadline.

Mr. Vouros was concerned about families who do not register and if there was a way of contacting them.

Mrs. Vadas said applications were sent home with students.

Mr. Melillo noted that we will enlist social workers, put this information on social media, and work to be sure families who need it will get it.

Motion passes unanimously.

Unexpended Funds for the Non-lapsing Account:

MOTION: Mr. Ramsey moved that the Board of Education approve the request for the Unexpended Funds from the 2021-2022 budget be deposited in the Non-lapsing Account.

Mrs. Kuzma seconded. Motion passes unanimously.

Mr. Cruson suggested that some of that money go into special education.

Ms. Zukowski noted there should be no designation. As a Board we can discuss how to use our funds when there are overriding needs somewhere.

Mr. Cruson said we need \$75,000 to cover the shortage of behavioral therapists this year.

Mrs. Vadas said we were unable to plan for these positions but have the special education contingency fund.

Ms. Zukowski felt we should use the \$230,000 for emergency repairs and \$83,000 for special education but was not sure that amount would be sufficient. She was not comfortable with \$75,000 but feels the amount should be earmarked for special education and asked if that would include BT services.

Mrs. Vadas said it would and didn't see why that couldn't happen.

Mr. Vouros spoke about the shortage of paras and was concerned about not filling them.

Mr. Melillo was going to meet with Marlene Bucci regarding this.

Motion passes unanimously.

First Read of Policies:

Mr. Cruson said Policy 4-610 Occupational Exposure to Blood borne Pathogens was to be rescinded. Anne Dalton was part of the discussion.

Mr. Cruson said the second is Policy 5141.3 Health Assessments and Immunizations.

Mrs. Dalton brought it to us regarding opting out of required immunizations. There are no exemptions going forward.

Action on Authorization of Signature:

MOTION: Mr. Ramsey moved that the Board of Education authorize Christopher Melillo and/or Tanja Vadas, individually or jointly as may be required to execute agreements, to apply for grants, or to sign other documents as may be necessary in the normal course of the school system's business, including documents that support the adopted budget or that implement the Board's established policies or programs. This authorization does not extend to those agreements or other documents which require specific, formal approval of the Board of Education and/or the signature of the Board chairman or other officer of the Board of Education.

Mr. Cruson seconded. Motion passes unanimously.

Bus Driver Retention Bonus:

MOTION: Mr. Ramsey moved that the Board of Education approve a retention bonus in the amount of \$2,500 for returning Newtown bus drivers, and an incentive in the amount of \$2,000 for new drivers hired on or after August 24, 2022. Mr. Cruson seconded.

Mr. Cruson was disappointed that we have to take this action and that All-Star isn't handling it. He asked how the hiring bonus would be administered.

Mrs. Vadas said those details will have to be worked out with legal counsel. She can't commit to how long they must stay.

Mr. Vouros felt the bonus incentive should be for the entire year through June.

Mrs. Larkin said the details have to be worked out with All-Star. We are losing drivers to other districts. They want to stay here but circumstances cause them to go to other districts for higher wages. There will be installments for both bonuses. We want to prevent drivers from being trained and then going to other towns.

Mr. Cruson said to make sure the full amounts are getting to the right people.

Motion passes unanimously.

Mrs. Kuzma asked if this was just for this year to which Mrs. Vadas said it was.

Minutes of July 11, 2022:

MOTION: Mr. Ramsey moved that the Board of Education approve the minutes of July 11, 2022. Mr. Cruson seconded. Vote: 6 ayes, 1 abstained (Mrs. Plante) Motion passes.

Minutes of July 12, 2022:

MOTION: Mr. Ramsey moved that the Board of Education approve the minutes of July 12, 2022. Mr. Cruson seconded. Vote: 6 ayes, 1 abstained (Mrs. Plante) Motion passes.

Item 10 – Public Participation

David Troy, 42 Farm Field Ridge Road, said that parents and students have spoken to Dr. Longobucco and Mr. Memoli about a situation at the high school. He was here in support of his daughter and teammates on the girls' soccer team. Issues with the coach have elevated regarding play and opportunities. The coaching staff should be held to the same standards as the students.

Peter Sandler, 4 Far Horizon Lane, is a bus driver and elected shop steward for the bus drivers union which represents bus drivers in Newtown. We have been after All-Star to get competitive with pay. Three more drivers left with an additional driver who didn't show up today. We would like to stay in Newtown. He was also approached by four others who put in applications at other district and appreciates the Board is doing something about it. He is disappointed in All-Star. New Milford's decision to delay opening of school means there will be sub drivers for us. On behalf of all drivers, we thank you for caring.

MOTION: Mr. Cruson moved to adjourn. Mr. Vouros seconded. Motion passes unanimously.

Item 11 – Adjournment

The meeting adjourned at 9:23 p.m.

Respectfully submitted:

Donald Ramsey
Secretary

Correspondence Report
07/12/2022 – 08/22/2022

Date	Name	Subject
07/12/2022	June, Kathy	Corrected Minutes
07/12/2022	June, Kathy	Revised Correspondence Report
07/13/2022	June, Kathy	BOE Standing Committees
07/17/2022	Zukowski, Deborra	July 17, 2022 Week in Preview
07/17/2022	Melillo, Christopher	Superintendent's Sunday Update, July 1, 2022
07/24/2022	Melillo, Christopher	Superintendent's Sunday Update
07/26/2022	June, Kathy	Fwd: Attached Image
07/27/2022	Kiley Gottschalk	BOF 7-26-2022 Agenda
07/30/2022	Martin Thomas	Newtown Middle School: Moment to Chat?
07/31/2022	Melillo, Christopher	Superintendent's Sunday Update, July 31
07/31/2022	Zukowski, Deborra	Greetings from Lincoln, NE
08/01/2022	Zukowski, Deborra	August 1, 2022 Week in Preview
08/04/2022	Sarah Chark	Freedom of Information Request
08/05/2022	Kiley Gottschalk	BOF 8-8-22 Agenda
08/07/2022	Melillo, Christopher	Superintendent's Sunday Update August 7
08/07/2022	Gouveia, Tanja	Food service updates
08/07/2022	Zukowski, Deborra	August 7, 2022 Week in Preview
08/09/2022	Chivinski, Ron	Student SEL Reflections
08/10/2022	Zukowski, Deborra	Fwd: Retreat
08/12/2022	Melillo, Christopher	Out of Office Re: SEHW committee meeting
08/14/2022	Melillo, Christopher	Superintendent's Sunday Update August 14
08/14/2022	Zukowski, Deborra	August 14, 2022 Week in Preview
08/15/2022	Zukowski, Deborra	Fwd: Nominations for Philip S.



Newtown Board of Education

August 23, 2022

Richard W Lemons, EdD





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- Principals
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- Instructional Coaches
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About Us

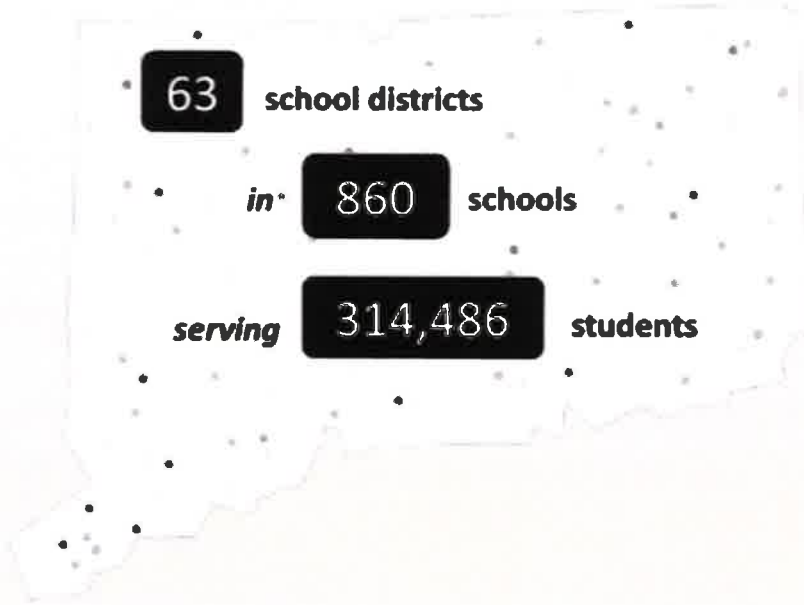
Our core practice is partnering with districts and other organizations to strengthen their leadership, systems, and improvement strategies in service of realizing more equitable outcomes for students. We do this through coaching, consulting, and capacity building.

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Our Impact



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PDK SUPPORT SHAPE SUCCESS

Improvement routines: Research by and for practitioners

More on this topic

Effective supports for teachers of color and indigenous teachers

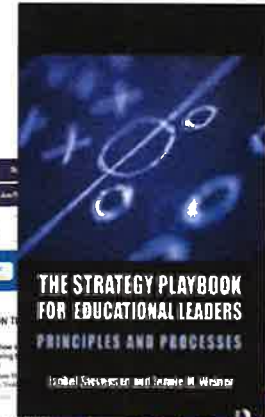
Developing indigenous teachers: To look for those who speak language and start your own

Recruitment, hiring, and career induction support for teachers of color and indigenous teachers

Column 5 Blogs

CAREER CONFIDENTIAL

Teachers need to help us



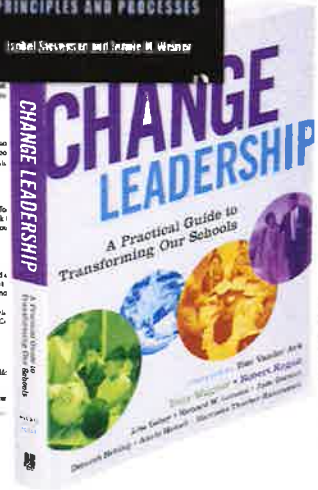
ERIC
Full Text Provided by ERIC

Three Education Practices Help Combat Persistent Racialized Districts Create Systems of Leadership Team Development

by Terrie M. Weiser, Isabel Stewenson, and Terrie M. Weiser

ERIC ID: ED584848

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strategic approach to teaching

What's the Learning Opportunity?

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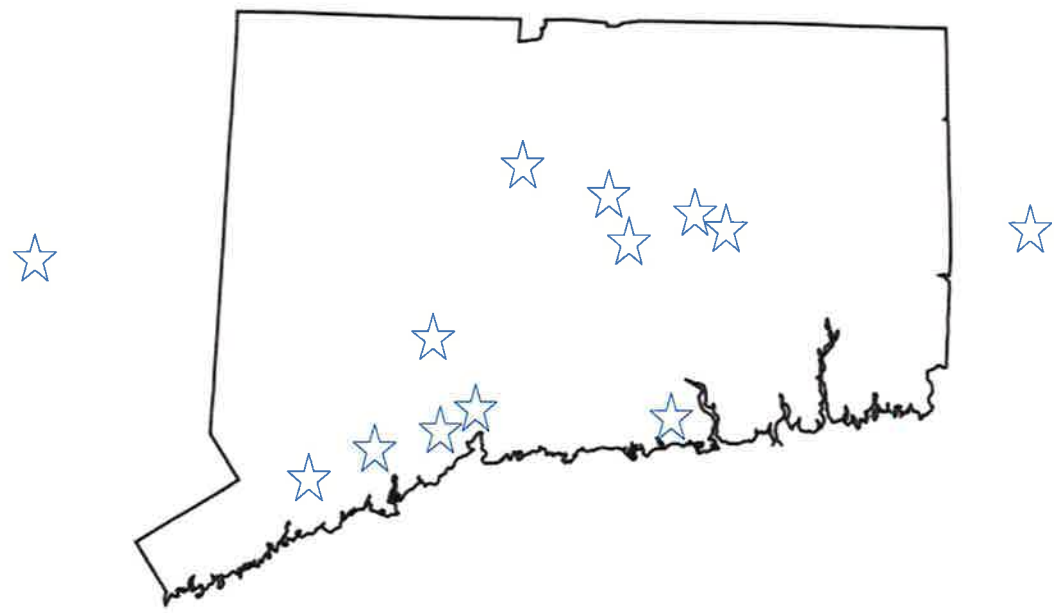
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Our Strategic Planning Work in Recent Years





Strategic Planning: Our Observations

Typical Flaws

- Focuses on the completion of a template; is compliance in nature
- Creates a list of activities; is exhaustive in scope; often disjointed
- Is owned by a small number of leaders
- Focuses around the margins of classroom work
- Treats the plan as a complete product
- Under-estimates the necessary forms of capacity to pull off the plan

More Atypical Approaches

- Recognizes the uncertainty of change and improvement
- Defines a small number of high-leverage improvement priorities
- Is owned, understood and used by stakeholders
- Is future-oriented; focuses on how the organization should work (not just how it does)
- Articulates strategies that directly target the quality of the learning experience for children
- Focuses as much on systems of execution and continuous improvement as the plan itself

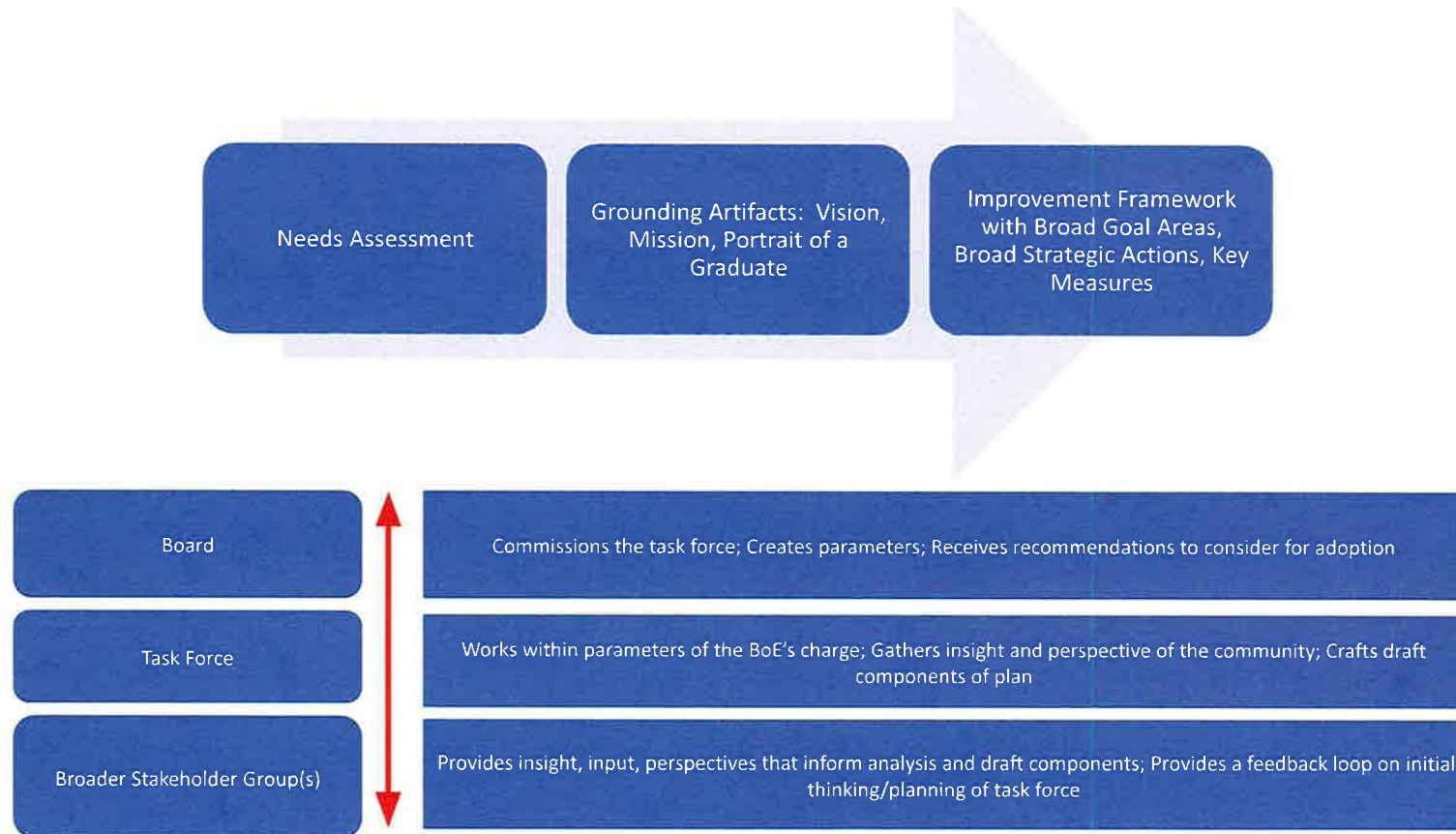
Strategic Planning: Our Guiding Beliefs



- Strategic planning is **not just about a document**
- Strategic planning is best conceptualized as a **system of behaviors, processes, and discipline** to articulate a vision, identify possible approaches, implement, and gather evidence
- Districts must design **systems and routines** to constantly connect improvement efforts to the vision, build capacity, and provide feedback to improve the work
- Strategic planning benefits from **stakeholder perspective and voice** (no one role or person possesses all the insight)
- You must **build the capacity necessary** to implement your strategy (at all major links in chain), or your strategy likely won't take root



Newtown Strategic Planning Process (Proposed)





Question to the Board

What do you need of a Strategic Plan?

What do you need from a Strategic Planning Process?



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NEWTOWN BOARD OF EDUCATION SUMMARY - CAPITAL IMPROVEMENT PLAN 2023/24 TO 2027/28

DRAFT

INITIAL FIVE YEARS

			Year 1	Year 2 NO BONDING	Year 3	Year 4	Year 5	TOTALS
CIP Item #	Location	Description of Project	2023/24	2024/25	2025/26	2026/27	2027/28	
	Hawley Elem.	Ventilation, HVAC Renovations Re-roof 1997 wing (BUR, 18500sf)	\$4,000,000				\$ 500,000	\$ 4,000,000
	Middle Gate Elem.	Window replacement Bathroom renovations (2 staff, 2 student) Repave entire parking lot, curbing, sidewalks (69000sf)				\$ 1,100,000 \$ 200,000	\$ 250,000	\$ - \$ 1,550,000
	Head O'Meadow	Replace Condensing Units, Piping, Coils Repave entire parking lot, curbing, sidewalks (90000sf)	\$ 600,000				\$ 300,000	\$ 900,000
	Reed Intermediate	Rebuild Chillers, Upgrade BMS controls/VAVs, Fence				\$ 400,000		\$ 400,000
	Middle School	Engineering for HVAC Improvements (incld CM) HVAC Improvements Repave entire parking lot, curbing, sidewalks (174000sf)	\$ 450,000		\$ 8,000,000		\$ 575,000	\$ 9,025,000
	High School	HVAC Replacements B-wing (incl VAV upgrades) Replace F-wing chiller HVAC Replacements (Pool area) Re-roof BUR areas (B-wing, Pool, Gym, 17000sf)	\$ 1,200,000			\$ 500,000 \$ 400,000 \$ 450,000		\$ 2,550,000
TOTAL COSTS OF ALL PROJECTS			\$ 6,250,000	\$ -	\$ 8,000,000	\$ 3,050,000	\$ 1,625,000	\$ 18,925,000
TOTAL TO BE BONDED			\$ 6,250,000	\$ -	\$ 8,000,000	\$ 3,050,000	\$ 1,625,000	\$ 18,925,000

Eligibility for project inclusion on the CIP is that the cost must exceed \$200,000.

NEWTOWN BOARD OF EDUCATION SUMMARY - CAPITAL IMPROVEMENT PLAN 2028/29 TO 2032/33

DRAFT

SECOND FIVE YEARS			Year 6	Year 7 NO BONDING	Year 8	Year 9	Year 10	TOTALS
CIP Item #	Location	Description of Project	2028/29	2029/30	2030/31	2031/32	2032/33	
	Hawley Elem	Repave entire parking lot, curbing, sidewalks (80000sf)	\$ 275,000					\$ 275,000
	Sandy Hook Elem.							
	Middle Gate Elem.	HVAC design HVAC Improvements	\$ 200,000		\$ 2,000,000			\$ 2,200,000
	Head O'Meadow	Roof restoration (66500sf)				\$ 400,000		\$ 400,000
	Reed Intermediate	Repave entire parking lot, curbing, sidewalks (162000sf) Replace HVAC Equipment	\$ 525,000		\$ 800,000			\$ 1,325,000
	Middle School	Replace Generator and Transfer Switch					\$ 200,000	\$ 200,000
	High School	Replace Windows (B-wing)	\$ 450,000					\$ 450,000
	District-Wide	Security Camera Upgrade (501 cameras)	\$ 700,000					\$ 700,000
	TOTAL COSTS OF ALL PROJECTS		\$ 2,150,000	\$ -	\$ 2,800,000	\$ 400,000	\$ 200,000	\$ 5,550,000
	TOTAL TO BE BONDED		\$ 2,150,000	\$ -	\$ 2,800,000	\$ 400,000	\$ 200,000	\$ 5,550,000

DRAFT

Notes:

- 1) Hawley numbers are carried from approved 2022 CIP
- 2) Middle School HVAC design includes an allowance for CM preconstruction to assist with scope, phasing, and budget
- 3) Middle School HVAC budget is using Hawley HVAC as a benchmark
- 4) Middle Gate Window budget includes design
- 5) High School Windows (B-wing) budget includes design
- 6) Paving budgets are based on milling of existing asphalt, 3" of new asphalt, and line striping
- 7) High School HVAC Replacements includes upgrades to VAV and BMS controls

DRAFT 8.18.22; Revised 8.19.22 at DEI Subcommittee Meeting

Teacher on Special Assignment - Coordinator of Diversity, Equity and Inclusion

Position Overview

The Coordinator of Diversity, Equity, and Inclusion (CDEI) will collaborate with leaders, staff, students and families to fulfill Newtown Public School's commitment to fostering a school environment that ensures all students feel safe and included. Through training, coaching, modeling and mentorship, the CDEI will support teachers in delivering instruction that is culturally sensitive and representative of a diverse population both within our schools and the world into which they will enter as adults. The CDEI will serve as a thought-partner with key stakeholders in order to advance strategies, practices and programs that promote acceptance and inclusion regardless of differences. This position will work to shift the culture of Newtown Public Schools to one that gives students--particularly underserved students--equitable access to the resources they need to grow and thrive. The Coordinator of Diversity, Equity, and Inclusion is expected to travel among the schools within the district to fulfill the responsibilities of this position.

Responsibilities

- Serve as the district ambassador for diversity, equity, inclusion and cultural responsiveness
- Identify and share resources and information with staff and leaders on matters related to diversity, cultural competency, equity and inclusion
- Assist teachers in Grades PK through 12 in developing cultural competency and in developing/delivering lessons through this lens
- Serve on Curriculum Development Council to assist teachers in developing/reviewing new and existing curricula to ensure it is inclusive and representative of our diverse learners
- Under the direction of the Assistant Superintendent and building administrators, plan and provide professional development related to diversity initiatives
- Participate in and assist in planning for the district's DEI Advisory Committee on diversity, equity and inclusion
- Work with teachers to provide practical supports, strategies, and instruction on inclusivity
- Create strategies for leaders and staff to support students, caregivers and families experiencing bullying, racism, harassment and discrimination
- Develop ways to foster community participation/support for the work
- Collaborate with others to compile relevant data collection and analysis to evaluate effectiveness of the district's diversity initiatives
- Regularly consult and engage with external diversity and inclusion professionals to identify best practices
- Deliver presentations when request
- Attends monthly Diversity, Equity and Inclusion Subcommittee of the Board meetings
- Meets with the Assistant Superintendent at designated times/dates

Qualifications

- Valid CT teaching certification (013, 005, or 305); 092 Intermediate Administration or Supervision certification is preferred
- Five years of successful classroom teaching experience; formal and/or informal leadership experience
- A collaborative work style is required
- A deep understanding of the Social Justice Standards, the four components of cultural competence and familiarity with the State Board of Education's Position Statement on Culturally Responsive Education
- Strong organizational skills and technological proficiencies and verbal and written communication abilities
- Demonstrated leadership qualities and an ability to think systematically
- Experience in developing and implementing diversity, equity and inclusion strategies
- Strong written and verbal communication skills
- Ability to develop and maintain respectful and supportive relationships with all staff members
- Comfortable with facilitating adult learning
- Adept at disaggregating and analyzing data using a variety of platforms

**NEWTOWN BOARD OF EDUCATION
YEAR END FINANCIAL REPORT
JUNE 30, 2021**

SUMMARY

The final report of the 2021-2022 fiscal year reflects the unaudited year-end financial position of Newtown Public Schools. The report includes all expenditures, transfers and encumbrance commitments associated with the 2021-22 fiscal year.

During the month of June, the district spent \$13.1M

- \$9.9M in Salaries – includes all accrued summer pay for teachers and final pay for all others;
- \$333K in Benefits – includes accrued Medicare for teachers;
- \$152K in Professional Services – majority in attorney fees;
- \$390K in Purchased Property Services – majority in capital water project and B&G projects;
- \$1.5M in Other Purchased Services – primarily tuition and transportation;
- \$617K for supplies - \$188K for textbooks;
- \$241K in Property - \$65K in technology and \$176K in other equipment;
- \$2K in all other objects.

The Board of Education ended the year with a positive balance of \$237,879, expending 99.70% of the total budget. This amount is classified as an unexpended year-end balance which will be recommended for deposit in the ‘Non-Lapsing account’ in accordance with Section 10-248a of the Connecticut General Statute.

During the year, the Board of Education experienced shortages in our non-certified hourly staff which resulted in the surpluses found throughout our salary accounts. On average, we were unable to fill twelve paraprofessional positions, three behavioral therapists, network specialist and we also experienced an unusual amount of employee turnover in our custodial and secretarial unions. This combined with the bus driver shortage created positive balances not only in our salary accounts, but in our transportation accounts as well. Throughout the year, transfer requests were presented to the Board to cover expenditures in other areas of the budget, reallocating these positive balances.

In accordance with board of education policy #3160, this financial report will include a year-end transfer recommendation in order to bring all major object codes to a positive balance.

Transfers include:

1. \$84,000 from salaries to benefits
 2. \$117,000 from professional services to building, site & emergency repairs
 3. \$56,000 from other purchased services to property
- \$257,000 Total

Details for these transfers can be found in the transfer request, included with the financial summary.

The remaining encumbrances in this report amount to \$870,935 and represent a combination of commitments throughout several objects. The majority can be found in special education out-of-district tuition, building & site, and technology equipment. These balances will remain open in a separate fund and tracked for one year. If they have not been expended by that time, they will be liquidated and

absorbed by the Town's general fund. Encumbrances that were closed from the prior year amount to \$69,477.

Despite the continued challenges we faced in the aftermath of the pandemic, the Board of Education was able to successfully balance the budget, expending 99.70% of the total plan. We also strategically leveraged our resources, enabling us to implement both operational and educational enhancements that would serve both our students and staff. This was achieved by critically reviewing and analyzing our budget and providing detailed information to our board and district leaders.

The list below is a compilation of both business and educational initiatives. Some projects had been in the works for a number of years while others were planned. However, these projects could not come to fruition until we were certain that our budget was in a positive position.

- Final payment was made for our K-5 math program. This will provide us with some flexibility next year as we plan for future reading programs or other student-based learning programs.
- Installed interactive boards for our cluster classrooms at the Reed Intermediate School. This project had been on our "to-do" list for several years. However, due to structural issues within the mechanics of the building, we were unable to install these boards. Now, with new technology, we were able to move forward with this much needed project. Our intermediate school will now share the same technology as all other schools.
- The Business Office was able to get a head start on the implementation of an automated timekeeping system. Again, another project that has been on our "to-do" list for many years. With this system in place, our employees will be able to clock in using several different devices. This technology will not only bring us in the twenty-first century, but it will reduce the amount of paper that flows between buildings. This project will also create efficiencies in our payroll department and other departments throughout the district.
- Replacement of our box truck. This box truck was well beyond its useful life and becoming a road hazard, having a rusted frame and requiring continual repairs. For several years, the box truck had been included in the budget request; however, this line item was repeatedly reduced due to inadequate funding.
- Prepayment of a town-wide capital water project. The two areas that were affected by this project were the Reed Intermediate School and Reed irrigation system. By prepaying the Town for these projects, we were able to save over \$17,000 in interest.
- The purchase of two rooftop a/c units for the Middle School. This school currently has six rooftop a/c units. Having replaced two units this past year and two units budgeted in 2022-23, left us with two remaining units in need of replacement. Like many of our projects, due to funding constraints, these last two units would not have seen replacement for a few years. Purchasing the last two units now will give us the advantage of having all six units replaced within a reasonable time period.
- Replacement and upgrade to our High School parking lot lights. The high school parking lot lights will be retrofitted with LED technology which has monthly cost-saving advantages as well as less maintenance costs. Also, by initiating this project now, Eversource was able to provide us with sizable rebates.

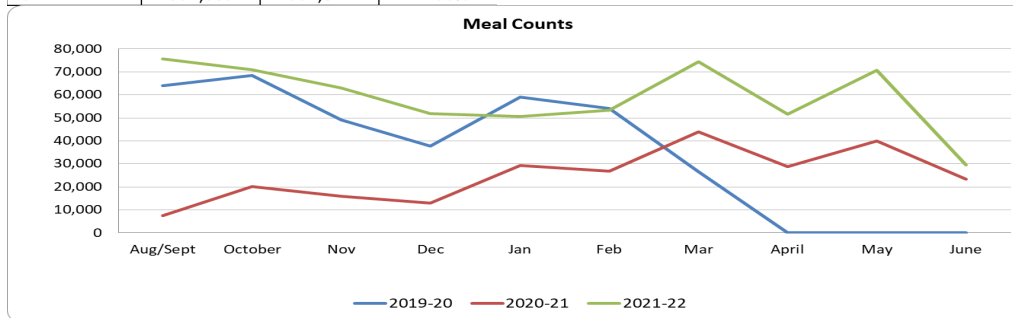
Food Service Update

This past year, our lunch program experienced a windfall of funding from the federal government, as type-A meals were made 100% reimbursable to districts throughout the state. In order for this funding to be available, all districts had to comply with the National School Lunch Program guidelines and participate in the 21-22 Seamless Summer option.

In a typical year, a small portion of the meal is supported by federal funds (as a reimbursement to the district) and the remaining cost is picked up by parents through our paid program. However, full federal funding this year provided free lunches to all students including breakfast at the high school.

Looking at the chart below, you can see that our meal counts soared. It's possible that having federal assistance most likely played a part in this increase. However, our budgeted meal projections were based on a "typical" year and you can see that in 2021-22, our counts were 17.66% above our projections.

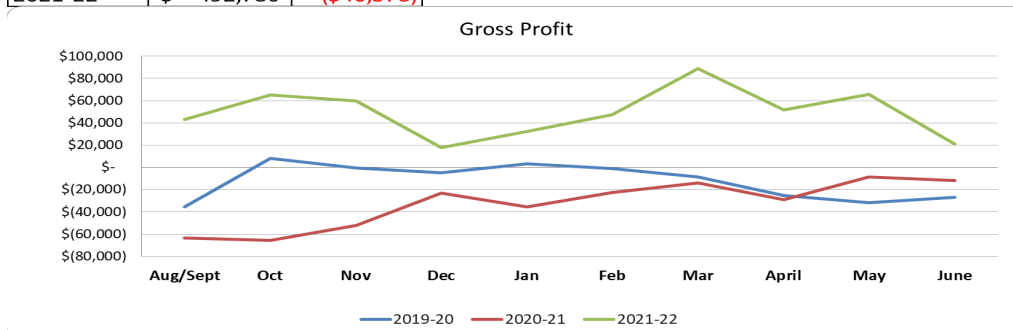
Meal Counts	Total	Budget	% to Budget
2019-20	359,112	515,490	-30.34%
2020-21	248,806	502,462	-50.48%
2021-22	591,689	502,872	17.66%



Looking at our gross profit, again you can see we exceeded our budget by over 1,314%. The rationale for this budget was predicated on the business model that was developed with Whitson's. The contract included factors such as the percentage of free and reduced claims along with a 'la carte revenue at the high school. *Note: the high school was not budgeted to operate under the NSLP.*

Again, it's plausible to make a correlation between the free meals (high meal counts) and the increase in gross profit. However, another contributing factor was the federal reimbursement rates which included an additional .25 cents. The district also received an additional .10 cent reimbursement for our healthy food certification.

Gross Profit	Total	Budget
2019-20	\$ (122,625)	\$7,489
2020-21	\$ (325,708)	(\$10,694)
2021-22	\$ 492,786	(\$40,578)



Revenue

Cash receipts for school generated fees were accounted for as follows:

School Revenue Generated	Approved Budget	Received	Balance	% to Budget
Local Tuition	\$32,430	\$51,510	\$19,080	58.83%
HS Parking Permits	\$30,000	\$30,000	\$0.00	0.00%
Misc. Fees & Deposits	\$6,000	\$3,040	(\$2,960)	-49.33%
Total	\$68,430	\$84,550	\$16,210	23.56%

Other revenue

Budget Offsets & Misc. Receipts	Approved Budget	Received	Balance	% to Budget
Educational Cost Sharing	\$4,495,691	\$4,594,467	\$98,776	2.20%
Health Grant	\$23,000	\$30,512	\$7,512	32.66%
U.S. Treasury – Fuel Credit	N/A	\$114,342	-	-
Total	\$4,518,691	\$4,739,321	\$106,288	4.88%

The Excess Cost Grant revenue has been fully received and allocated as follows:

Excess Cost Sharing Grant	Approved Budget	Received	Balance	% to Budget
Special Education Salaries	\$36,710	\$7,651	-\$29,059	-79.16%
Transportation Services	\$362,617	\$316,609	-\$46,008	-12.69%
Tuition - Out of District	\$1,261,493	\$1,173,663	-\$87,830	-6.96%
Total	\$1,660,820	\$1,497,923	-\$162,897	-9.81%

The Excess Cost Grant budget is calculated using the prior year's data for existing, upcoming and exiting students. This budget is built six months prior to the start of the new year, making it somewhat difficult to predict.

This grant is calculated based on the high costs associated with the tuition rates for special education students that are out-placed. This grant program was designed to assist districts with the high costs associated with educational services for students that require additional specialized needs that cannot be offered within the district.

The eligible costs are submitted to the CSDE for review in December and March with deposits being made in February and May. The grant provides for roughly 70-75% reimbursement of the costs submitted (the State calculates this % based on the needs of other towns). This year; however, the reimbursement rate was again at an all-time high of 80.0323% (prior year rate was 80.31%).

Despite the increased reimbursement rate, our grant receipts fell short of the budget by 9.81% due to several factors. This year we experienced changes to students' academic calendars and special services, reducing our eligible cost reimbursement. This combined with students leaving the district and an increase to the board of education's basic contribution were all contributing factors to the decrease in grant revenue.

The Magnet Transportation Grant provides reimbursement of \$1,300 for local students attending approved Magnet school programs. The 2021-22 budget was for 16 students or \$20,800; however, only 7 students were transported reducing our anticipated revenue to \$9,100.

The excess cost, agency placement, and magnet school transportation grant receipts have all been distributed to the appropriate accounts. In addition, pre-school, transitional tuition and other miscellaneous credits have similarly been captured.

Hawley Fund

The Hawley fund is considered a “permanent fund” and was originally set up by Mary E. Hawley to be used towards the care and maintenance of the school. However, this fund is a legally restricted to the extent that only the earnings, and not the principal, may be used towards the school.

There were no expenditures made against the Hawley fund this year. The following captures the account activities for the 2021-22 fiscal year.

1	Balance as of July 1, 2022	\$16,077.84
2	Reversed encumbrance for sound panels	\$2,000.00
3	(café)	17,003.00
	Full year interest for 2021-22	
	Balance	\$35,080.84

The Hawley fund balance for the period ending June 30, 2022 is \$35,080.84.

Emergency Repairs

The Board of Education experienced one emergency repair during the month. Replacement of a compressor on a condensing unit at Head O’Meadow required, costing \$16,292.38. The work was performed by Trane and is one of our current contractors. Therefore, bids were not required at this time.

The Board of Education also experienced a replacement of our box truck. The replacement was urgent in nature as our current truck was not road worthy and becoming a hazard for our driver. Due to the high demands and low inventory of vehicles, the search continued for six months, extending our range throughout the tri-state area. A box truck was recently located in June in the amount of \$70,952. The Board approved two transfers for this purchase. The first transfer was in January for \$45,000 and another request was submitted to the Board for the balance in June. Again, due to extreme demands on inventory, this purchase had to be secured immediately and an emergency waiver was signed by the Superintendent in order to proceed with this purchase.

NEWTOWN PUBLIC SCHOOLS
GENERAL FUND EXPENDITURE AND REVENUE BALANCE

The General Fund account history and school revenue balances over the last several years demonstrates that the Board of Education has managed to provide the required educational opportunities to the students of Newtown while operating within the budget appropriation approved by its citizens. The unexpended budget funds display the end of the year budget balance. Unliquidated encumbrances are purchase orders (from the prior year) that were “leftover” and closed out at year end. School revenues are made up of BOE fees and charges (as listed in the financial report) along with the health service grant and educational cost sharing. The amount listed here is the variance from the budget.

<u>Year-End</u>	<u>Unexpended Budget Funds</u>	<u>Unliquidated Encumbrances From the Prior Year</u>	<u>School Revenues</u>
6/30/02	\$23,322	\$961	\$42,482
6/30/03	\$32,962	\$0	(\$18,647)
6/30/04	\$26,809	\$4,723	(\$120,145)
6/30/05	\$9,000	\$15,387	\$130,634
6/30/06	\$272,100	\$27,911	\$134,370
6/30/07	\$1,474	\$18,751	\$117,800
6/30/08	\$7,688	\$1,233	\$15,485
6/30/09	\$7,773	\$432	\$51,263
6/30/10	\$155,762	\$12,696	(\$88,921)
6/30/11	\$58,670	\$74,159	\$8,659
6/30/12	\$38,167	\$33,959	\$101,024
6/30/13	\$6,035	\$222	\$51,767
6/30/14	\$47,185	\$12,195	\$6,236
6/30/15	\$12,909	\$16,345	(\$21,056)
6/30/16	\$2,533	\$2,286	\$323,260
6/30/17	\$97,942	\$947	(\$128,840)
6/30/18	\$276,038	\$22,632	(\$389,075)
6/30/19	\$328,772	\$1,088	\$1,454
6/30/20	\$1,362,451	\$30,022	(\$5,980)
6/30/21	\$27,238	\$16,302	\$195,728
6/30/22	\$237,879	\$69,477	\$84,550

Tanja Vadas
 Director of Business
 August 16, 2022

TERMS AND DEFINITIONS

The Newtown Board of Education's Monthly Financial Report provides summary financial information in the following areas:

- Object Code – a service or commodity obtained as the result of a specific expenditure defined by eight categories: Salaries, Employee Benefits, Professional Services, Purchased Property Services, Other Purchased Services, Supplies, Property, and Miscellaneous.
- Expense Category – further defines the type of expense by Object Code
- Expended 2020-21 – audited (or unaudited) expenditures from the prior fiscal year (for comparison purposes)
- Approved Budget – indicates a town approved financial plan used by the school district to achieve its goals and objectives.
- YTD Transfers – identified specific cross object codes requiring adjustments to provide adequate funding for the fiscal period. This includes all transfers made to date.
- Year-To-Date Expended – indicates the actual amount of cumulative expenditures processed by the school district through the month-end date indicated on the monthly budget summary report.
- Encumbered – indicates approved financial obligations of the school district as a result of employee salary contracts, purchasing agreements, purchase orders, or other identified obligations not processed for payment by the date indicated on the monthly budget summary report.
- Balance – calculates object code account balances subtracting expenditures and encumbrances from the current budget amount indicating accounts with unobligated balances or shortages.
- Anticipated Obligation - is a column which provides a method to forecast expense category fund balances that have not been approved via an encumbrance, but are anticipated to be expended or remain with an account balance to maintain the overall budget funding level. Receivable revenue (i.e., grants) are included in this column which has the effect of netting the expected expenditure.
- Projected Balance - calculates the object code balances subtracting the Anticipated Obligations. These balances will move up and down as information is known and or decisions are anticipated or made about current and projected needs of the district.

The monthly budget summary report also provides financial information on the State of Connecticut grant reimbursement programs (Excess Cost and Agency Placement Grants and Magnet Grant Transportation). These reimbursement grants/programs are used to supplement local school district budget programs as follows:

Excess Cost Grant – (Current Formula) this State of Connecticut reimbursement grant is used to support local school districts for education costs of identified special education students whose annual education costs exceed local prior year per pupil expenditure by 4 ½. Students placed by the Department of Child and Family Services (DCF) are reimbursed after the school district has met the prior year’s per pupil expenditure. School districts report these costs annually in December and March of each fiscal year. State of Connecticut grant calculations are determined by reimbursing eligible costs (60%-100%) based on the SDE grant allocation and all other town submittals.

Magnet Transportation Grant – provides reimbursement of \$1,300 for local students attending approved Magnet school programs.

The last portion of the monthly budget summary reports school generated revenue that are anticipated revenue to the Town of Newtown. This revenue constitutes a very small part of our budget.

- Local Tuition – tuition payments from non-residents children that attend Newtown Public schools. This revenue is received primarily from staff members.
- High school fees for parking permits.
- Miscellaneous revenue – misc. fees, refunds, rebates, prior year claims, etc.

**NEWTOWN BOARD OF EDUCATION
2021-22 BUDGET SUMMARY REPORT
FOR THE MONTH ENDING JUNE 30, 2022**

OBJECT CODE	EXPENSE CATEGORY	EXPENDED 2020 - 2021	2021 - 2022 APPROVED BUDGET	YTD TRANSFERS 2021 - 2022	CURRENT BUDGET	YTD EXPENDITURE	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE	% EXP
<u>GENERAL FUND BUDGET</u>											
100	SALARIES	\$ 51,136,424	\$ 52,267,415	\$ (500,851)	\$ 51,766,564	\$ 51,681,024	\$ -	\$ 85,540	\$ -	\$ 85,540	99.83%
200	EMPLOYEE BENEFITS	\$ 11,442,647	\$ 11,665,232	\$ 84,000	\$ 11,749,232	\$ 11,732,728	\$ 12,080	\$ 4,424	\$ -	\$ 4,424	99.96%
300	PROFESSIONAL SERVICES	\$ 565,345	\$ 687,417	\$ (117,000)	\$ 570,417	\$ 521,767	\$ 21,321	\$ 27,330	\$ -	\$ 27,330	95.21%
400	PURCHASED PROPERTY SERV.	\$ 1,821,238	\$ 1,847,678	\$ 260,509	\$ 2,108,187	\$ 1,799,178	\$ 294,391	\$ 14,618	\$ -	\$ 14,618	99.31%
500	OTHER PURCHASED SERVICES	\$ 9,172,832	\$ 9,406,686	\$ 1,092	\$ 9,407,778	\$ 9,161,225	\$ 165,784	\$ 80,768	\$ -	\$ 80,768	99.14%
600	SUPPLIES	\$ 3,455,926	\$ 3,381,039	\$ 102,628	\$ 3,483,667	\$ 3,325,964	\$ 148,939	\$ 8,764	\$ -	\$ 8,764	99.75%
700	PROPERTY	\$ 963,462	\$ 268,112	\$ 269,622	\$ 537,734	\$ 308,791	\$ 227,356	\$ 1,587	\$ -	\$ 1,587	99.70%
800	MISCELLANEOUS	\$ 66,663	\$ 74,119	\$ -	\$ 74,119	\$ 58,207	\$ 1,064	\$ 14,848	\$ -	\$ 14,848	79.97%
910	SPECIAL ED CONTINGENCY	\$ -	\$ 100,000	\$ (100,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL GENERAL FUND BUDGET		\$ 78,624,538	\$ 79,697,698	\$ -	\$ 79,697,698	\$ 78,588,884	\$ 870,935	\$ 237,879	\$ -	\$ 237,879	99.70%
900	TRANSFER NON-LAPSING	\$ 27,238									
GRAND TOTAL		\$ 78,651,776	\$ 79,697,698	\$ -	\$ 79,697,698	\$ 78,588,884	\$ 870,935	\$ 237,879	\$ -	\$ 237,879	99.70%

**NEWTOWN BOARD OF EDUCATION
2021-22 BUDGET SUMMARY REPORT
FOR THE MONTH ENDING JUNE 30, 2022**

OBJECT CODE	EXPENSE CATEGORY	EXPENDED 2020 - 2021	2021 - 2022 APPROVED BUDGET	YTD TRANSFERS 2021 - 2022	CURRENT BUDGET	YTD EXPENDITURE	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE	% EXP
100	SALARIES										
	Administrative Salaries	\$ 4,186,380	\$ 4,221,800	\$ 14,759	\$ 4,236,559	\$ 4,245,732	\$ -	\$ (9,173)	\$ -	\$ (9,173)	100.22%
	Teachers & Specialists Salaries	\$ 32,684,013	\$ 33,063,708	\$ (305,759)	\$ 32,757,949	\$ 32,745,539	\$ -	\$ 12,410	\$ -	\$ 12,410	99.96%
	Early Retirement	\$ 16,000	\$ 8,000	\$ 73,000	\$ 81,000	\$ 81,000	\$ -	\$ -	\$ -	\$ -	100.00%
	Continuing Ed./Summer School	\$ 72,844	\$ 93,097	\$ 1,136	\$ 94,233	\$ 96,279	\$ -	\$ (2,046)	\$ -	\$ (2,046)	102.17%
	Homebound & Tutors Salaries	\$ 78,691	\$ 159,858	\$ -	\$ 159,858	\$ 104,026	\$ -	\$ 55,832	\$ -	\$ 55,832	65.07%
	Certified Substitutes	\$ 753,567	\$ 642,310	\$ -	\$ 642,310	\$ 677,354	\$ -	\$ (35,044)	\$ -	\$ (35,044)	105.46%
	Coaching/Activities	\$ 624,714	\$ 662,356	\$ -	\$ 662,356	\$ 659,048	\$ -	\$ 3,308	\$ -	\$ 3,308	99.50%
	Staff & Program Development	\$ 169,712	\$ 150,083	\$ -	\$ 150,083	\$ 188,833	\$ -	\$ (38,750)	\$ -	\$ (38,750)	125.82%
	CERTIFIED SALARIES	\$ 38,585,921	\$ 39,001,212	\$ (216,864)	\$ 38,784,348	\$ 38,797,811	\$ -	\$ (13,463)	\$ -	\$ (13,463)	100.03%
	Supervisors & Technology Salaries	\$ 1,017,628	\$ 1,086,292	\$ (23,503)	\$ 1,062,789	\$ 1,010,203	\$ -	\$ 52,586	\$ -	\$ 52,586	95.05%
	Clerical & Secretarial Salaries	\$ 2,286,001	\$ 2,312,625	\$ 6,137	\$ 2,318,762	\$ 2,305,020	\$ -	\$ 13,742	\$ -	\$ 13,742	99.41%
	Educational Assistants	\$ 2,679,741	\$ 2,970,947	\$ (174,609)	\$ 2,796,338	\$ 2,751,027	\$ -	\$ 45,311	\$ -	\$ 45,311	98.38%
	Nurses & Medical Advisors	\$ 872,353	\$ 909,761	\$ 17,414	\$ 927,175	\$ 939,312	\$ -	\$ (12,137)	\$ -	\$ (12,137)	101.31%
	Custodial & Maint. Salaries	\$ 3,156,782	\$ 3,326,720	\$ 4,698	\$ 3,331,418	\$ 3,218,689	\$ -	\$ 112,729	\$ -	\$ 112,729	96.62%
	Non-Certied Adj & Bus Drivers Salaries	\$ 10,597	\$ 98,779	\$ (98,779)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
	Career/Job Salaries	\$ 53,746	\$ 134,711	\$ -	\$ 134,711	\$ 122,065	\$ -	\$ 12,646	\$ -	\$ 12,646	90.61%
	Special Education Svcs Salaries	\$ 1,364,876	\$ 1,400,112	\$ (51,252)	\$ 1,348,860	\$ 1,348,349	\$ -	\$ 511	\$ -	\$ 511	99.96%
	Security Salaries & Attendance	\$ 596,036	\$ 640,246	\$ 35,907	\$ 676,153	\$ 684,773	\$ -	\$ (8,620)	\$ -	\$ (8,620)	101.27%
	Extra Work - Non-Cert.	\$ 146,562	\$ 118,010	\$ -	\$ 118,010	\$ 119,364	\$ -	\$ (1,354)	\$ -	\$ (1,354)	101.15%
	Custodial & Maint. Overtime	\$ 359,759	\$ 236,000	\$ -	\$ 236,000	\$ 356,554	\$ -	\$ (120,554)	\$ -	\$ (120,554)	151.08%
	Civic Activities/Park & Rec.	\$ 6,423	\$ 32,000	\$ -	\$ 32,000	\$ 27,857	\$ -	\$ 4,143	\$ -	\$ 4,143	87.05%
	NON-CERTIFIED SALARIES	\$ 12,550,504	\$ 13,266,203	\$ (283,987)	\$ 12,982,216	\$ 12,883,213	\$ -	\$ 99,003	\$ -	\$ 99,003	99.24%
	SUBTOTAL SALARIES	\$ 51,136,424	\$ 52,267,415	\$ (500,851)	\$ 51,766,564	\$ 51,681,024	\$ -	\$ 85,540	\$ -	\$ 85,540	99.83%
200	EMPLOYEE BENEFITS										
	Medical & Dental Expenses	\$ 8,282,131	\$ 8,532,018	\$ -	\$ 8,532,018	\$ 8,536,926	\$ 1,580	\$ (6,488)	\$ -	\$ (6,488)	100.08%
	Life Insurance	\$ 87,146	\$ 86,760	\$ -	\$ 86,760	\$ 88,568	\$ -	\$ (1,808)	\$ -	\$ (1,808)	102.08%
	FICA & Medicare	\$ 1,590,115	\$ 1,641,519	\$ -	\$ 1,641,519	\$ 1,624,911	\$ -	\$ 16,608	\$ -	\$ 16,608	98.99%
	Pensions	\$ 932,839	\$ 869,471	\$ 84,000	\$ 953,471	\$ 953,529	\$ 500	\$ (558)	\$ -	\$ (558)	100.06%
	Unemployment & Employee Assist.	\$ 104,314	\$ 102,000	\$ -	\$ 102,000	\$ 92,469	\$ 10,000	\$ (469)	\$ -	\$ (469)	100.46%
	Workers Compensation	\$ 446,103	\$ 433,464	\$ -	\$ 433,464	\$ 436,325	\$ -	\$ (2,861)	\$ -	\$ (2,861)	100.66%
	SUBTOTAL EMPLOYEE BENEFITS	\$ 11,442,647	\$ 11,665,232	\$ 84,000	\$ 11,749,232	\$ 11,732,728	\$ 12,080	\$ 4,424	\$ -	\$ 4,424	99.96%

**NEWTOWN BOARD OF EDUCATION
2021-22 BUDGET SUMMARY REPORT
FOR THE MONTH ENDING JUNE 30, 2022**

OBJECT CODE	EXPENSE CATEGORY	EXPENDED 2020 - 2021	2021 - 2022 APPROVED BUDGET	YTD TRANSFERS 2021 - 2022	CURRENT BUDGET	YTD EXPENDITURE	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE	% EXP
300	PROFESSIONAL SERVICES										
	Professional Services	\$ 468,690	\$ 518,402	\$ (102,000)	\$ 416,402	\$ 386,489	\$ 17,600	\$ 12,313	\$ -	\$ 12,313	97.04%
	Professional Educational Serv.	\$ 96,655	\$ 169,015	\$ (15,000)	\$ 154,015	\$ 135,277	\$ 3,721	\$ 15,017	\$ -	\$ 15,017	90.25%
	SUBTOTAL PROFESSIONAL SERV.	\$ 565,345	\$ 687,417	\$ (117,000)	\$ 570,417	\$ 521,767	\$ 21,321	\$ 27,330	\$ -	\$ 27,330	95.21%
400	PURCHASED PROPERTY SERV.										
	Buildings & Grounds Contracted Svc.	\$ 635,010	\$ 678,563	\$ -	\$ 678,563	\$ 660,827	\$ 11,870	\$ 5,866	\$ -	\$ 5,866	99.14%
	Utility Services - Water & Sewer	\$ 98,263	\$ 151,157	\$ 9,509	\$ 160,666	\$ 160,597	\$ -	\$ 69	\$ -	\$ 69	99.96%
	Building, Site & Emergency Repairs	\$ 513,908	\$ 475,000	\$ 236,000	\$ 711,000	\$ 501,356	\$ 208,875	\$ 769	\$ -	\$ 769	99.89%
	Equipment Repairs	\$ 312,223	\$ 275,366	\$ 15,000	\$ 290,366	\$ 216,980	\$ 72,617	\$ 770	\$ -	\$ 770	99.73%
	Rentals - Building & Equipment	\$ 261,834	\$ 267,592	\$ -	\$ 267,592	\$ 259,418	\$ 1,030	\$ 7,144	\$ -	\$ 7,144	97.33%
	Building & Site Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	SUBTOTAL PUR. PROPERTY SERV.	\$ 1,821,238	\$ 1,847,678	\$ 260,509	\$ 2,108,187	\$ 1,799,178	\$ 294,391	\$ 14,618	\$ -	\$ 14,618	99.31%
500	OTHER PURCHASED SERVICES										
	Contracted Services	\$ 982,236	\$ 698,975	\$ 323,720	\$ 1,022,695	\$ 986,443	\$ 33,052	\$ 3,200	\$ -	\$ 3,200	99.69%
	Transportation Services	\$ 4,015,701	\$ 4,571,980	\$ (322,628)	\$ 4,249,352	\$ 4,213,529	\$ 15,650	\$ 20,173	\$ -	\$ 20,173	99.53%
	Insurance - Property & Liability	\$ 402,662	\$ 385,500	\$ -	\$ 385,500	\$ 425,660	\$ -	\$ (40,160)	\$ -	\$ (40,160)	110.42%
	Communications	\$ 157,606	\$ 128,815	\$ -	\$ 128,815	\$ 186,157	\$ 3,332	\$ (60,673)	\$ -	\$ (60,673)	147.10%
	Printing Services	\$ 25,333	\$ 26,169	\$ -	\$ 26,169	\$ 17,746	\$ 2,113	\$ 6,310	\$ -	\$ 6,310	75.89%
	Tuition - Out of District	\$ 3,431,665	\$ 3,373,676	\$ -	\$ 3,373,676	\$ 3,144,854	\$ 107,933	\$ 120,889	\$ -	\$ 120,889	96.42%
	Student Travel & Staff Mileage	\$ 157,629	\$ 221,571	\$ -	\$ 221,571	\$ 186,835	\$ 3,705	\$ 31,031	\$ -	\$ 31,031	86.00%
	SUBTOTAL OTHER PURCHASED SERV.	\$ 9,172,832	\$ 9,406,686	\$ 1,092	\$ 9,407,778	\$ 9,161,225	\$ 165,784	\$ 80,768	\$ -	\$ 80,768	99.14%
600	SUPPLIES										
	Instructional & Library Supplies	\$ 826,451	\$ 773,786	\$ 26,000	\$ 799,786	\$ 745,761	\$ 53,888	\$ 137	\$ -	\$ 137	99.98%
	Software, Medical & Office Supplies	\$ 214,286	\$ 214,816	\$ -	\$ 214,816	\$ 195,616	\$ 21,839	\$ (2,639)	\$ -	\$ (2,639)	101.23%
	Plant Supplies	\$ 622,223	\$ 391,100	\$ -	\$ 391,100	\$ 408,239	\$ 15,040	\$ (32,179)	\$ -	\$ (32,179)	108.23%
	Electric	\$ 801,953	\$ 1,043,970	\$ -	\$ 1,043,970	\$ 995,294	\$ -	\$ 48,676	\$ -	\$ 48,676	95.34%
	Propane & Natural Gas	\$ 357,556	\$ 416,899	\$ -	\$ 416,899	\$ 415,377	\$ -	\$ 1,522	\$ -	\$ 1,522	99.63%
	Fuel Oil	\$ 55,386	\$ 63,000	\$ -	\$ 63,000	\$ 88,194	\$ -	\$ (25,194)	\$ -	\$ (25,194)	139.99%
	Fuel for Vehicles & Equip.	\$ 160,849	\$ 202,401	\$ -	\$ 202,401	\$ 191,173	\$ -	\$ 11,228	\$ -	\$ 11,228	94.45%
	Textbooks	\$ 417,222	\$ 275,067	\$ 76,628	\$ 351,695	\$ 286,310	\$ 58,172	\$ 7,213	\$ -	\$ 7,213	97.95%
	SUBTOTAL SUPPLIES	\$ 3,455,926	\$ 3,381,039	\$ 102,628	\$ 3,483,667	\$ 3,325,964	\$ 148,939	\$ 8,764	\$ -	\$ 8,764	99.75%

**NEWTOWN BOARD OF EDUCATION
2021-22 BUDGET SUMMARY REPORT
FOR THE MONTH ENDING JUNE 30, 2022**

OBJECT CODE	EXPENSE CATEGORY	EXPENDED 2020 - 2021	2021 - 2022 APPROVED BUDGET	YTD TRANSFERS 2021 - 2022	CURRENT BUDGET	YTD EXPENDITURE	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE	% EXP
700	PROPERTY										
	Technology Equipment	\$ 803,761	\$ 130,960	\$ 152,670	\$ 283,630	\$ 89,690	\$ 189,135	\$ 4,805	\$ -	\$ 4,805	98.31%
	Other Equipment	\$ 159,701	\$ 137,152	\$ 116,952	\$ 254,104	\$ 219,101	\$ 38,220	\$ (3,218)	\$ -	\$ (3,218)	101.27%
	SUBTOTAL PROPERTY	\$ 963,462	\$ 268,112	\$ 269,622	\$ 537,734	\$ 308,791	\$ 227,356	\$ 1,587	\$ -	\$ 1,587	99.70%
800	MISCELLANEOUS										
	Memberships	\$ 66,663	\$ 74,119	\$ -	\$ 74,119	\$ 58,207	\$ 1,064	\$ 14,848	\$ -	\$ 14,848	79.97%
	SUBTOTAL MISCELLANEOUS	\$ 66,663	\$ 74,119	\$ -	\$ 74,119	\$ 58,207	\$ 1,064	\$ 14,848	\$ -	\$ 14,848	79.97%
910	SPECIAL ED CONTINGENCY	\$ -	\$ 100,000	\$ (100,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
	TOTAL LOCAL BUDGET	\$ 78,624,538	\$ 79,697,698	\$ -	\$ 79,697,698	\$ 78,588,884	\$ 870,935	\$ 237,879	\$ -	\$ 237,879	99.70%

SPECIAL REVENUES

EXCESS COST GRANT REVENUE	EXPENDED 2020-2021	APPROVED BUDGET	STATE PROJ 18-Jan	PROJECTED 1-Mar	ESTIMATED Total	VARIANCE to Budget	FEB DEPOSIT	MAY DEPOSIT	% TO BUDGET
51266 Special Education Svcs Salaries ECG	\$ (30,492)	\$ (36,710)	\$ (2,857)	\$ (7,170)	\$ (7,170)	\$ (29,540)	\$ (5,860)	\$ (1,791)	20.84%
54116 Transportation Services - ECG	\$ (257,766)	\$ (362,617)	\$ (339,660)	\$ (333,218)	\$ (333,218)	\$ (29,399)	\$ (259,137)	\$ (57,472)	87.31%
54160 Tuition - Out of District ECG	\$ (1,196,501)	\$ (1,261,493)	\$ (1,270,593)	\$ (1,193,144)	\$ (1,193,144)	\$ (68,349)	\$ (944,836)	\$ (228,827)	93.04%
Total	\$ (1,484,759)	\$ (1,660,820)	\$ (1,613,110)	\$ (1,533,532)	\$ (1,533,532)	\$ (127,288)	\$ (1,209,833)	\$ (288,090)	90.19%
			Variance Jan - March	\$ 79,578			Total	\$ (1,497,923)	

SDE MAGNET TRANSPORTATION GRANT	\$ (5,200)	\$ (20,800)			\$ (9,100)	\$ (11,700)	\$ (6,500)	\$ (2,600)	43.75%
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OTHER REVENUES

BOARD OF EDUCATION FEES & CHARGES - SERVICES

	APPROVED BUDGET	ANTICIPATED	RECEIVED	BALANCE	% RECEIVED
LOCAL TUITION	\$32,430		\$51,510	(\$19,080)	158.83%
HIGH SCHOOL FEES FOR PARKING PERMITS	\$30,000		\$30,000	\$0	100.00%
MISCELLANEOUS FEES	\$6,000		\$3,040	\$2,960	50.67%
TOTAL SCHOOL GENERATED FEES	\$68,430		\$84,550	(\$16,120)	123.56%

OTHER GRANTS

	TOTAL BUDGET	21-22 BUDGET	YTD EXPENSE	ENCUMBER	BALANCE	%
214 ESSER II	Ends 9/30/23	\$625,532	\$625,532	\$573,735	\$0	91.72%
ESSER III (estimated \$809k for 21-22 use)	Ends 9/30/24	\$1,263,726	\$809,095	\$709,840	\$0	87.73%

2021 - 2022
NEWTOWN BOARD OF EDUCATION
TRANSFERS RECOMMENDED
AUGUST 23, 2022

AMOUNT	FROM		TO		REASON
	CODE	DESCRIPTION	CODE	DESCRIPTION	
\$9,000	100	EDUCATIONAL ASSISTANTS	200	PENSIONS	TO COVER REQUIRED FUNDING OF PENSION PLANS
\$75,000	100	SPECIAL EDUCATIONAL SVCS SALARIES			
\$102,000	300	PROFESSIONAL SERVICES	400	BUILDING, SITE & EMERGENCY REPAIRS	FOR BUILDING REPAIRS AT HAWLEY, MIDDLE GATE AND HEAD O'MEADOW
\$15,000	300	PROFESSIONAL EDUCATIONAL SERVICES	400	EQUIPMENT REPAIRS	FUNDS FOR CAFETERIA EQUIPMENT REPAIRS
\$26,000	500	TRANSPORTATION SERVICES	600	INSTRUCTIONAL SUPPLIES	FOR INSTRUCTIONAL SUPPLIES FOR SANDY HOOK AND SPECIAL ED.
\$30,000	500	TRANSPORTATION SERVICES	700	OTHER EQUIPMENT	TO PURCHASE FURNITURE FOR THE DISTRICT
\$257,000		TOTAL TRASNFER REQUEST			

2021 - 2022
NEWTOWN BOARD OF EDUCATION
DETAIL OF TRANSFERS RECOMMENDED
AUGUST 23, 2022

		FROM			TO		
OBJECT CODE	AMOUNT		OBJECT CODE	AMOUNT			
100	\$9,000	EDUCATIONAL ASSISTANTS \$9,000 001750610000-51235 SP ED - PREK-8 SP ED ED ASSISTANTS - RIS	200	\$84,000	PENSIONS \$84,000 001860900000-52500 DISTRICT - BENEFITS PENSION PLAN		
100	\$75,000	SPECIAL EDUCATIONAL SVCS SALARIES \$75,000 001750610000-51266 SP ED - PREK-8 SP ED BEHAVIORAL THERAPISTS					
	\$84,000			\$84,000			
300	\$102,000	PROFESSIONAL SERVICES \$102,000 001760560000-53000 PUPIL SERV - PSYCH PROFESSIONAL SERVICES	400	\$102,000	BUILDING, SITE & EMERGENCY REPAIRS \$41,000 001900940000-53321 B&G - MAINTENANCE B & G REPAIRS - HAW \$41,000 001900940000-53323 B&G - MAINTENANCE B & G REPAIRS - MG \$20,000 001900940000-53324 B&G - MAINTENANCE B & G REPAIRS - HOM		
300	\$15,000	PROFESSIONAL EDUCATIONAL SERVICES \$3,000 001600380000-53100 H.S. - CLASSROOM STAFF TRAINING \$5,000 001800800000-53100 DISTRICT - CURRICULU STAFF TRAINING \$7,000 001810850000-53100 DISTRICT - TECH STAFF TRAINING	400	\$15,000	EQUIPMENT REPAIRS \$15,000 001910890000-53300 DISTRICT - CAFETERIA REPAIRS		
	\$117,000			\$117,000			
500	\$26,000	TRANSPORTATION SERVICES \$26,000 001920870000-54116 DISTRICT - TRANSPORT TRANS - OUT-OF-DISTRICT	600	\$26,000	INSTRUCTIONAL SUPPLIES \$12,000 001200380000-55100 S.H. - CLASSROOM INSTRUCTIONAL SUPPLIES \$14,000 001750610000-55100 SP ED - PREK-8 SP ED INSTRUCTIONAL SUPPLIES		
500	\$30,000	TRANSPORTATION SERVICES \$30,000 001920870000-54116 DISTRICT - TRANSPORT TRANS - OUT-OF-DISTRICT	700	\$30,000	OTHER EQUIPMENT \$30,000 001900980000-57200 B&G - DISTRICT FURNITURE EQUIPMENT/PROPERTY		
	\$56,000			\$56,000			
	\$257,000	TOTAL TRANSFER REQUEST		\$257,000	TOTAL TRANSFER REQUEST		

Cummulative Emergency Repair Service- Over \$5,000 - District 2021-2022

Date	School	Vendor	Repair	Cost	Quoted/Bid State/Other
July	NHS	Harry Grodsky & Co.	F-wing Chiller - repairs to leaking chiller heat exchanger & refrigerant leaks	<u>\$16,328.41</u>	Service Contract P2200014
August	SHS	Trane	Chiller repair - repair refrigerant leak on chiller	\$11,444.32	Service Contracts P2200654
	NHS	Harry Grodsky & Co	Repair of leaking chiller heat exchanger & refrigerant	\$16,328.00	P2200014
Total				\$27,772.32	
September	NMS	N.E. Masonry & Roofing	Replace/repair stucco panel on exterior bldg, 2nd floor, Rm A-23	\$9,895.00	Bid Waiver P2201249
October		No Emergency Repairs			
November	NHS	Harry Grodsky & Co.	Repair blower shaft and bearing assembly for Unit HV-6 (Pool)	\$7,671.31	Service Contract P2201 658
December		No Emergency Repairs			
January	HOM	Trane	Replace supply fanmotor for AHU-1	\$8,220.63	Service Contract P2202009
February		No Emergency Repairs			
March	NHS	B&G Piping	Remove damaged wate pipe in C-wing lower level in Rm c-085 and adjoining boy's and girl's restrooms. Install new waste pipe, fittings, etc.	\$23,995.00	Bid Waiver P2202544
April		No Emergency Repairs			
May		No Emergency Repairs			
June	HOM	Trane	Replace compressor on condensing unit #4	\$16,292.38	

Yrly Total

\$110,175.05

**NEWTOWN BOARD OF EDUCATION
MONTHLY FINANCIAL REPORT
JULY 31, 2022**

SUMMARY

Information available for the first financial report in fiscal year 2022-23 is limited at this time. This is generally the case as anticipated obligations are not indicated and the account-by-account analysis has not begun. Any event that would negatively impact our budget as the school year begins will be addressed and brought forward as soon as possible. The first major priority is to properly encumber all regular employee salaries which is typically complete sometime in September.

This report does include the budgeted amount of our excess cost grant in the anticipated obligations column. This is included only for reference and will change in December as we submit our first estimate to the state for review.

This July report correlates with the budget as approved on April 26, 2022 by referendum and includes the Board of Finance adjustments that occurred on February 24, 2022 and the Legislative Council adjustments that occurred on April 6, 2022.

During the month of July, the district spent approximately \$4.6M for operations, expending 32.95% of the budget. The largest area of expense occurred in the Employee Benefit object.

- Quarterly payment for Medical and Dental was paid at \$2.2M;
- Pensions paid \$609,915. This includes a one-time payment issued for our defined benefit plan. The remaining balance is for our defined contribution plan will be distributed monthly;
- Quarterly payment for workers' compensation of \$100,468;
- FICA, Medicare, life insurance and other employee benefits paid \$102,577.

All other operational requirements, including salaries, accounted for the balance of approximately \$2.4M in expenditures.

While the 2021-2022 expended is included for reference, it should be noted that these figures are currently unaudited and subject to change. The audit process continues for a number of months into the current fiscal year and the board will be advised when the numbers become final. Having these numbers present helps one observe the expenses of the current budget to the year just completed. The overall budget increase for this year is 3.06% or \$2,436,941 over the prior year.

There were no emergency repairs were required during this month and we did not receive revenue for tuition or other miscellaneous receipts.

The budget will be monitored closely with important and or significant issues identified as quickly as we become aware of them.

Tanja Vadas
Director of Business
August 15, 2022

**NEWTOWN BOARD OF EDUCATION
2022-223BUDGET SUMMARY REPORT
FOR THE MONTH ENDING JULY 31, 2022**

OBJECT CODE	EXPENSE CATEGORY	EXPENDED 2021 - 2022	2022 - 2023 APPROVED BUDGET	YTD TRANSFERS 2022 - 2023	CURRENT BUDGET	YTD EXPENDITURE	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE	% EXP
<u>GENERAL FUND BUDGET</u>											
100	SALARIES	\$ 51,687,620	\$ 53,701,233	\$ -	\$ 53,701,233	\$ 985,439	\$ 14,967,831	\$ 37,747,963	\$ -	\$ 37,747,963	29.71%
200	EMPLOYEE BENEFITS	\$ 11,746,080	\$ 11,955,016	\$ -	\$ 11,955,016	\$ 3,075,803	\$ 6,482,784	\$ 2,396,429	\$ -	\$ 2,396,429	79.95%
300	PROFESSIONAL SERVICES	\$ 543,087	\$ 687,141	\$ -	\$ 687,141	\$ 11,469	\$ 17,170	\$ 658,502	\$ -	\$ 658,502	4.17%
400	PURCHASED PROPERTY SERV.	\$ 2,093,569	\$ 1,814,663	\$ -	\$ 1,814,663	\$ 31,510	\$ 608,717	\$ 1,174,436	\$ -	\$ 1,174,436	35.28%
500	OTHER PURCHASED SERVICES	\$ 9,327,010	\$ 10,095,326	\$ -	\$ 10,095,326	\$ 362,844	\$ 1,661,268	\$ 8,071,215	\$ (1,620,512)	\$ 9,691,727	4.00%
600	SUPPLIES	\$ 3,474,903	\$ 3,365,464	\$ -	\$ 3,365,464	\$ 79,286	\$ 337,028	\$ 2,949,150	\$ -	\$ 2,949,150	12.37%
700	PROPERTY	\$ 536,147	\$ 339,710	\$ -	\$ 339,710	\$ -	\$ 9,659	\$ 330,051	\$ -	\$ 330,051	2.84%
800	MISCELLANEOUS	\$ 59,271	\$ 76,086	\$ -	\$ 76,086	\$ 48,178	\$ 2,827	\$ 25,081	\$ -	\$ 25,081	67.04%
910	SPECIAL ED CONTINGENCY	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	0.00%
TOTAL GENERAL FUND BUDGET		\$ 79,467,687	\$ 82,134,639	\$ -	\$ 82,134,639	\$ 4,594,530	\$ 24,087,283	\$ 53,452,826	\$ (1,620,512)	\$ 55,073,338	32.95%
900	TRANSFER NON-LAPSING	\$ 230,011									
GRAND TOTAL		\$ 79,697,698	\$ 82,134,639	\$ -	\$ 82,134,639	\$ 4,594,530	\$ 24,087,283	\$ 53,452,826	\$ (1,620,512)	\$ 55,073,338	32.95%

**NEWTOWN BOARD OF EDUCATION
2022-23 BUDGET SUMMARY REPORT
FOR THE MONTH ENDING JULY 31, 2022**

OBJECT CODE	EXPENSE CATEGORY	EXPENDED 2021 - 2022	2022 - 2023 APPROVED BUDGET	YTD TRANSFERS 2022 - 2023	CURRENT BUDGET	YTD EXPENDITURE	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE	% EXP
100	SALARIES										
	Administrative Salaries	\$ 4,245,732	\$ 4,312,038	\$ -	\$ 4,312,038	\$ 321,005	\$ 2,388,282	\$ 1,602,751	\$ -	\$ 1,602,751	62.83%
	Teachers & Specialists Salaries	\$ 32,746,501	\$ 33,817,522	\$ -	\$ 33,817,522	\$ 131,713	\$ 1,914,909	\$ 31,770,900	\$ -	\$ 31,770,900	6.05%
	Early Retirement	\$ 81,000	\$ 81,000	\$ -	\$ 81,000	\$ -	\$ -	\$ 81,000	\$ -	\$ 81,000	0.00%
	Continuing Ed./Summer School	\$ 96,279	\$ 97,846	\$ -	\$ 97,846	\$ 39,943	\$ 46,903	\$ 11,000	\$ -	\$ 11,000	88.76%
	Homebound & Tutors Salaries	\$ 104,026	\$ 189,413	\$ -	\$ 189,413	\$ 309	\$ 88,731	\$ 100,373	\$ -	\$ 100,373	47.01%
	Certified Substitutes	\$ 677,754	\$ 742,610	\$ -	\$ 742,610	\$ -	\$ 504,400	\$ 238,210	\$ -	\$ 238,210	67.92%
	Coaching/Activities	\$ 659,048	\$ 737,184	\$ -	\$ 737,184	\$ -	\$ 4,000	\$ 733,184	\$ -	\$ 733,184	0.54%
	Staff & Program Development	\$ 188,833	\$ 155,128	\$ -	\$ 155,128	\$ 3,991	\$ 3,197	\$ 147,941	\$ -	\$ 147,941	4.63%
	CERTIFIED SALARIES	\$ 38,799,173	\$ 40,132,741	\$ -	\$ 40,132,741	\$ 496,960	\$ 4,950,422	\$ 34,685,359	\$ -	\$ 34,685,359	13.57%
	Supervisors & Technology Salaries	\$ 1,012,472	\$ 1,103,470	\$ -	\$ 1,103,470	\$ 82,202	\$ 806,695	\$ 214,573	\$ -	\$ 214,573	80.55%
	Clerical & Secretarial Salaries	\$ 2,307,693	\$ 2,361,178	\$ -	\$ 2,361,178	\$ 93,294	\$ 2,119,977	\$ 147,907	\$ -	\$ 147,907	93.74%
	Educational Assistants	\$ 2,751,027	\$ 2,965,151	\$ -	\$ 2,965,151	\$ 17,011	\$ 2,751,176	\$ 196,964	\$ -	\$ 196,964	93.36%
	Nurses & Medical Advisors	\$ 938,917	\$ 902,273	\$ -	\$ 902,273	\$ 146	\$ 35,680	\$ 866,447	\$ -	\$ 866,447	3.97%
	Custodial & Maint. Salaries	\$ 3,219,376	\$ 3,395,484	\$ -	\$ 3,395,484	\$ 218,972	\$ 2,990,114	\$ 186,398	\$ -	\$ 186,398	94.51%
	Non-Certied Adj & Bus Drivers Salaries	\$ -	\$ 155,981	\$ -	\$ 155,981	\$ -	\$ -	\$ 155,981	\$ -	\$ 155,981	0.00%
	Career/Job Salaries	\$ 122,065	\$ 171,116	\$ -	\$ 171,116	\$ 5,666	\$ 122,977	\$ 42,473	\$ -	\$ 42,473	75.18%
	Special Education Svcs Salaries	\$ 1,348,349	\$ 1,456,181	\$ -	\$ 1,456,181	\$ 35,797	\$ 555,347	\$ 865,037	\$ -	\$ 865,037	40.60%
	Security Salaries & Attendance	\$ 684,773	\$ 679,888	\$ -	\$ 679,888	\$ 9,978	\$ 631,313	\$ 38,597	\$ -	\$ 38,597	94.32%
	Extra Work - Non-Cert.	\$ 119,364	\$ 109,770	\$ -	\$ 109,770	\$ 19,352	\$ 4,129	\$ 86,289	\$ -	\$ 86,289	21.39%
	Custodial & Maint. Overtime	\$ 356,554	\$ 236,000	\$ -	\$ 236,000	\$ 5,671	\$ -	\$ 230,329	\$ -	\$ 230,329	2.40%
	Civic Activities/Park & Rec.	\$ 27,857	\$ 32,000	\$ -	\$ 32,000	\$ 391	\$ -	\$ 31,609	\$ -	\$ 31,609	1.22%
	NON-CERTIFIED SALARIES	\$ 12,888,448	\$ 13,568,492	\$ -	\$ 13,568,492	\$ 488,479	\$ 10,017,409	\$ 3,062,604	\$ -	\$ 3,062,604	77.43%
	SUBTOTAL SALARIES	\$ 51,687,620	\$ 53,701,233	\$ -	\$ 53,701,233	\$ 985,439	\$ 14,967,831	\$ 37,747,963	\$ -	\$ 37,747,963	29.71%
200	EMPLOYEE BENEFITS										
	Medical & Dental Expenses	\$ 8,538,506	\$ 8,790,863	\$ -	\$ 8,790,863	\$ 2,262,843	\$ 6,481,784	\$ 46,236	\$ -	\$ 46,236	99.47%
	Life Insurance	\$ 88,568	\$ 87,000	\$ -	\$ 87,000	\$ 7,229	\$ -	\$ 79,771	\$ -	\$ 79,771	8.31%
	FICA & Medicare	\$ 1,625,356	\$ 1,706,549	\$ -	\$ 1,706,549	\$ 94,748	\$ -	\$ 1,611,801	\$ -	\$ 1,611,801	5.55%
	Pensions	\$ 954,856	\$ 852,347	\$ -	\$ 852,347	\$ 609,915	\$ 1,000	\$ 241,432	\$ -	\$ 241,432	71.67%
	Unemployment & Employee Assist.	\$ 102,469	\$ 81,600	\$ -	\$ 81,600	\$ 600	\$ -	\$ 81,000	\$ -	\$ 81,000	0.74%
	Workers Compensation	\$ 436,325	\$ 436,657	\$ -	\$ 436,657	\$ 100,468	\$ -	\$ 336,189	\$ -	\$ 336,189	23.01%
	SUBTOTAL EMPLOYEE BENEFITS	\$ 11,746,080	\$ 11,955,016	\$ -	\$ 11,955,016	\$ 3,075,803	\$ 6,482,784	\$ 2,396,429	\$ -	\$ 2,396,429	79.95%

**NEWTOWN BOARD OF EDUCATION
2022-223BUDGET SUMMARY REPORT
FOR THE MONTH ENDING JULY 31, 2022**

OBJECT CODE	EXPENSE CATEGORY	EXPENDED 2021 - 2022	2022 - 2023 APPROVED BUDGET	YTD TRANSFERS 2022 - 2023	CURRENT BUDGET	YTD EXPENDITURE	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE	% EXP
300	PROFESSIONAL SERVICES										
	Professional Services	\$ 404,089	\$ 493,643	\$ -	\$ 493,643	\$ 7,553	\$ 9,500	\$ 476,590	\$ -	\$ 476,590	3.45%
	Professional Educational Serv.	\$ 138,998	\$ 193,498	\$ -	\$ 193,498	\$ 3,916	\$ 7,670	\$ 181,912	\$ -	\$ 181,912	5.99%
	SUBTOTAL PROFESSIONAL SERV.	\$ 543,087	\$ 687,141	\$ -	\$ 687,141	\$ 11,469	\$ 17,170	\$ 658,502	\$ -	\$ 658,502	4.17%
400	PURCHASED PROPERTY SERV.										
	Buildings & Grounds Contracted Svc.	\$ 672,697	\$ 683,600	\$ -	\$ 683,600	\$ 27,373	\$ 532,713	\$ 123,514	\$ -	\$ 123,514	81.93%
	Utility Services - Water & Sewer	\$ 160,597	\$ 144,770	\$ -	\$ 144,770	\$ 122	\$ -	\$ 144,648	\$ -	\$ 144,648	0.08%
	Building, Site & Emergency Repairs	\$ 710,231	\$ 450,000	\$ -	\$ 450,000	\$ 1,035	\$ 17,705	\$ 431,259	\$ -	\$ 431,259	4.16%
	Equipment Repairs	\$ 289,596	\$ 269,051	\$ -	\$ 269,051	\$ 770	\$ 41,889	\$ 226,392	\$ -	\$ 226,392	15.86%
	Rentals - Building & Equipment	\$ 260,448	\$ 267,242	\$ -	\$ 267,242	\$ 2,210	\$ 16,410	\$ 248,622	\$ -	\$ 248,622	6.97%
	Building & Site Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	SUBTOTAL PUR. PROPERTY SERV.	\$ 2,093,569	\$ 1,814,663	\$ -	\$ 1,814,663	\$ 31,510	\$ 608,717	\$ 1,174,436	\$ -	\$ 1,174,436	35.28%
500	OTHER PURCHASED SERVICES										
	Contracted Services	\$ 1,019,495	\$ 886,545	\$ -	\$ 886,545	\$ 159,527	\$ 319,816	\$ 407,201	\$ -	\$ 407,201	54.07%
	Transportation Services	\$ 4,229,179	\$ 4,919,428	\$ -	\$ 4,919,428	\$ -	\$ -	\$ 4,919,428	\$ (320,028)	\$ 5,239,456	-6.51%
	Insurance - Property & Liability	\$ 425,660	\$ 422,766	\$ -	\$ 422,766	\$ 85,806	\$ 257,376	\$ 79,584	\$ -	\$ 79,584	81.18%
	Communications	\$ 189,488	\$ 152,524	\$ -	\$ 152,524	\$ 5,722	\$ 42,563	\$ 104,239	\$ -	\$ 104,239	31.66%
	Printing Services	\$ 19,859	\$ 24,789	\$ -	\$ 24,789	\$ -	\$ -	\$ 24,789	\$ -	\$ 24,789	0.00%
	Tuition - Out of District	\$ 3,252,787	\$ 3,450,187	\$ -	\$ 3,450,187	\$ 109,033	\$ 963,195	\$ 2,377,959	\$ (1,300,484)	\$ 3,678,443	-6.62%
	Student Travel & Staff Mileage	\$ 190,540	\$ 239,087	\$ -	\$ 239,087	\$ 2,756	\$ 78,317	\$ 158,014	\$ -	\$ 158,014	33.91%
	SUBTOTAL OTHER PURCHASED SERV.	\$ 9,327,010	\$ 10,095,326	\$ -	\$ 10,095,326	\$ 362,844	\$ 1,661,268	\$ 8,071,215	\$ (1,620,512)	\$ 9,691,727	4.00%
600	SUPPLIES										
	Instructional & Library Supplies	\$ 799,649	\$ 854,242	\$ -	\$ 854,242	\$ 30,611	\$ 174,335	\$ 649,296	\$ -	\$ 649,296	23.99%
	Software, Medical & Office Supplies	\$ 217,455	\$ 194,940	\$ -	\$ 194,940	\$ 6,363	\$ 89,733	\$ 98,844	\$ -	\$ 98,844	49.30%
	Plant Supplies	\$ 423,279	\$ 366,100	\$ -	\$ 366,100	\$ 33,264	\$ 12,318	\$ 320,518	\$ -	\$ 320,518	12.45%
	Electric	\$ 995,294	\$ 1,022,812	\$ -	\$ 1,022,812	\$ -	\$ -	\$ 1,022,812	\$ -	\$ 1,022,812	0.00%
	Propane & Natural Gas	\$ 415,377	\$ 424,980	\$ -	\$ 424,980	\$ -	\$ -	\$ 424,980	\$ -	\$ 424,980	0.00%
	Fuel Oil	\$ 88,194	\$ 63,000	\$ -	\$ 63,000	\$ -	\$ -	\$ 63,000	\$ -	\$ 63,000	0.00%
	Fuel for Vehicles & Equip.	\$ 191,173	\$ 216,258	\$ -	\$ 216,258	\$ 807	\$ -	\$ 215,451	\$ -	\$ 215,451	0.37%
	Textbooks	\$ 344,482	\$ 223,132	\$ -	\$ 223,132	\$ 8,242	\$ 60,642	\$ 154,248	\$ -	\$ 154,248	30.87%
	SUBTOTAL SUPPLIES	\$ 3,474,903	\$ 3,365,464	\$ -	\$ 3,365,464	\$ 79,286	\$ 337,028	\$ 2,949,150	\$ -	\$ 2,949,150	12.37%

**NEWTOWN BOARD OF EDUCATION
2022-23 BUDGET SUMMARY REPORT
FOR THE MONTH ENDING JULY 31, 2022**

OBJECT CODE	EXPENSE CATEGORY	EXPENDED 2021 - 2022	2022 - 2023 APPROVED BUDGET	YTD TRANSFERS 2022 - 2023	CURRENT BUDGET	YTD EXPENDITURE	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE	% EXP
700	PROPERTY										
	Technology Equipment	\$ 278,825	\$ 156,024	\$ -	\$ 156,024	\$ -	\$ -	\$ 156,024	\$ -	\$ 156,024	0.00%
	Other Equipment	\$ 257,322	\$ 183,686	\$ -	\$ 183,686	\$ -	\$ 9,659	\$ 174,027	\$ -	\$ 174,027	5.26%
	SUBTOTAL PROPERTY	\$ 536,147	\$ 339,710	\$ -	\$ 339,710	\$ -	\$ 9,659	\$ 330,051	\$ -	\$ 330,051	2.84%
800	MISCELLANEOUS										
	Memberships	\$ 59,271	\$ 76,086	\$ -	\$ 76,086	\$ 48,178	\$ 2,827	\$ 25,081	\$ -	\$ 25,081	67.04%
	SUBTOTAL MISCELLANEOUS	\$ 59,271	\$ 76,086	\$ -	\$ 76,086	\$ 48,178	\$ 2,827	\$ 25,081	\$ -	\$ 25,081	67.04%
910	SPECIAL ED CONTINGENCY	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	0.00%
	TOTAL LOCAL BUDGET	\$ 79,467,687	\$ 82,134,639	\$ -	\$ 82,134,639	\$ 4,594,530	\$ 24,087,283	\$ 53,452,826	\$ (1,620,512)	\$ 55,073,338	32.95%

SPECIAL REVENUES

EXCESS COST GRANT REVENUE	EXPENDED 2021 - 2022	APPROVED BUDGET	STATE PROJ 18-Jan	PROJECTED 1-Mar	ESTIMATED Total	VARIANCE to Budget	FEB DEPOSIT	MAY DEPOSIT	% TO BUDGET
51266 Special Education Svcs Salaries ECG	\$ (7,170)	\$ -			\$ -	\$ -			#DIV/0!
54116 Transportation Services - ECG	\$ (333,218)	\$ (320,028)			\$ (320,028)	\$ -			100.00%
54160 Tuition - Out of District ECG	\$ (1,193,144)	\$ (1,300,484)			\$ (1,300,484)	\$ -			100.00%
Total	\$ (1,533,532)	\$ (1,620,512)	\$ -	\$ -	\$ (1,620,512)	\$ -	\$ -	\$ -	100.00%
			Variance Jan - March		\$ -				
SDE MAGNET TRANSPORTATION GRANT	\$ (9,100)	\$ (13,000)			\$ (13,000)	\$ -			100.00%

OTHER REVENUES

BOARD OF EDUCATION FEES & CHARGES - SERVICES

	APPROVED BUDGET	ANTICIPATED	RECEIVED	BALANCE	% RECEIVED
LOCAL TUITION	\$32,430	\$32,430		\$32,430	0.00%
HIGH SCHOOL FEES FOR PARKING PERMITS	\$30,000	\$30,000		\$30,000	0.00%
MISCELLANEOUS FEES	\$6,000	\$6,000		\$6,000	0.00%
TOTAL SCHOOL GENERATED FEES	\$68,430		\$0	\$68,430	0.00%

OTHER GRANTS

	TOTAL BUDGET	21-22 EXPENSED	YTD EXPENSE	ENCUMBER	BALANCE	% RECEIVED
ESSER II	\$625,532	\$573,735	\$16,282	\$0	\$35,515	94.32%
ESSER III	\$1,263,726	\$709,840	\$6,067	\$0	\$547,819	56.65%

NEWTOWN PUBLIC SCHOOLS

CONNECTICUT

REQUEST FOR PROPOSAL/CONTRACT: FOOD SERVICE MANAGEMENT COMPANIES

RESPONSE DUE DATE: APRIL 20, 2022 AT 2:00 P.M.

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

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

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

This institution is an equal opportunity provider.

TABLE OF CONTENTS

Section A	General Information	4
Section B	Qualifications	8
Section C	Proposal Format and Contents	9
Section D	Program Objectives	13
Section E	Specifications	14
Section I	Contract Terms and Conditions	17
Section II	Relationship of the Parties	17
Section III	Food Service Program	19
Section IV	USDA Foods	22
Section V	Equipment	24
Section VI	Facilities	25
Section VII	Sanitation and Safety	26
Section VIII	Employees	27
Section IX	Free and Reduced Price Lunch Policy and Charging Policy	29
Section X	Meals - Portions, Planning and Purchasing	29
Section XI	Food Inventory, Storage and Procurement	31
Section XII	Financial: Accounting, Reporting Systems, Records and Payment Terms	31
Section XIII	Licenses, Fees and Taxes	36
Section XIV	Performance Bond	36
Section XV	Insurance	37
Section XVI	Contract Term, Renewal and Termination	38
Section XVII	Special and General Conditions	40
Schedule: A	Cost Responsibility Survey	43

Schedule: B	Procurement Specifications	45
Schedule: C	Meal Price List (2019-20)	46
Schedule: D	Reimbursement Rates	47
Schedule: E	Financial Schedule	
Exhibit A	Schools/Enrollment/Attendance Factor/Free – Reduced Percentage/Serving Times/Waves/Child Nutrition Programs	
Exhibit: B	Reimbursement Claims for the Last 12 Months	
Exhibit: C	Meal Counts and Sales by School	
Exhibit: D	Current Employee Roster by title, Hours Worked by Location and Wage Scales	
Exhibit: E	Last Year’s Audited Financial Statement	
Exhibit: F	Current Menus	
Exhibit: G	2021-22 and 2022-23 School Calendar	
Exhibit: H	Brief Narrative Concerning Cleaning, Ala Carte, and Cash Handling	
Exhibit: I	Sample SFA Monitoring FSMC Form	
Exhibit: J	Equipment Specifications	
Exhibit: K	Current Equipment Amortization Schedule	
Exhibit: L	Accounts Payable Cut-off Schedule	
Exhibit M	Addenda Packet (FSMC must sign and submit with proposal) Certificate of Independent Price Determination Certification Regarding Debarment Certification Regarding Lobbying Disclosure of Lobbying Certification of Clean Air and Water Energy Policy Non-Collusive Statement Student Data Privacy	
Exhibit N	Sample Invoice	
Exhibit O	Renewal Document	
Exhibit P	USDA Foods Ordered for 2022-23 and Inventory Total	

SECTION A: General Information

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

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

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

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

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

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

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

A.2. Issuing Office

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

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

A.3. Procurement Method

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

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

All proposals, as outlined in Section C12, must be received by April 20, 2022 at 2:00 pm. Any proposals en route, either in the mail or other locations in the SFA's offices will be ineligible for consideration. The proposal must be received at the office of:

Name: **Tanja Vadas** Title: **Director of Business & Finance**
 Address: **Board of Education**
3 Primrose Street
Newtown, CT 06470

Date:	Description:
March 11, 2022	Request for Proposals (RFP) Issued
March 24, 2022	Pre-Proposal Conference 1:00 P.M. <input checked="" type="checkbox"/> Attendance Required <input type="checkbox"/> Attendance NOT Required Address: Newtown Board of Education 3 Primrose Street Newtown, CT 06470 Site visitations immediately following the Pre-Proposal Conference
March 28, 2022	Questions from Bidders Due
March 31, 2022	Responses from the SFA to the Bidders Questions Due (Written/Posted)
April 20, 2022	Proposal Deadline 2:00 P.M.
April 27, 2022	Review and Evaluation of Proposals
May 5, 2022	Award of Contract by School Committee
May 12, 2022	Draft contract due to CSDE
June 7, 2022	Board of Education (BOE) Approval (if applicable)
June 14, 2022	Executed Contract due to CSDE

A.5. Consideration and Award

- a. The SFA may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint.
- b. In accordance with 2 CFR § 200.319, this procurement transaction will be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals must be excluded from competing for this contract.
 Prohibited restrictions to competition:
 - i. Placing unreasonable requirements in order to limit the number of firms eligible to do business;
 - ii. Requiring unnecessary experience or excessive bonding;

- iii. Noncompetitive pricing practices between firms or between affiliated companies;
 - iv. Noncompetitive contracts to consultants that are on retainer contracts;
 - v. Organizational conflicts of interest;
 - vi. Specifying a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - vii. Any arbitrary action in the procurement process.
- c. In accordance with 2 CFR § 200.319(c), the SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed state, local or tribal geographic preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly permit such preferences.
 - d. SFAs are prohibited from entering into a contract with a FSMC that provides recommendations; develops or drafts specifications, requirements or statements of work; participates in developing requests for proposals or contract terms; or otherwise sets conditions or develops other documents for use in conducting this procurement.
 - e. The SFA reserves the right to reject any or all proposals received or any parts thereof for any reason whatsoever, to waive any informality in any proposal or in any provision in the RFP.
 - f. The SFA will award the contract, in writing, to the most responsible FSMC whose proposal is most responsive and advantageous to the SFA with price and other factors considered, provided that nothing herein shall be deemed to waive any requirement of federal, state or local law. A responsible FSMC is one in which contractor integrity, compliance with public policy, record of past performance, and financial, technical and other resources indicate an ability to perform successfully under the terms and conditions required by this solicitation. A responsive bid/proposal is one that conforms to all the material terms and conditions of the solicitation. [2 CFR § 200.318 and 2 CFR § 200.320]
 - g. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the FSMC’s own risk and cannot secure relief on a plea of error. This must include the contract terms and conditions as noted in Sections 1 - 17 of this document.
 - h. Under no circumstances will the SFA be responsible for the cost of preparing any bid or proposal.
 - i. A Contract MUST be executed prior to July 1st 2022. Payments from the non-profit school food service account are prohibited prior to approval by the Connecticut State Department of Education (CSDE) and contract execution (signed by both the SFA and the FSMC).
 - j. Submitted proposals must not include overtly overly responsive items including but not limited to: funding scholarship programs, purchasing or gifting tickets, providing monetary gifts for unsolicited equipment, etc. The practice of including a requirement in solicitation documents or including contract clauses for the delivery of unsolicited funds, services, or items for anything that does not directly benefit the non-profit school food service account is unallowable.
 - k. Bid Protest: The SFA shall act in accordance with 2 CFR § 200.318(k). Any action, which diminishes full and open competition, seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential FSMCs. SFAs must in all instances disclose all information regarding a protest to the CSDE. SFA’s are highly encouraged to attach their bid protest procedures to this RFP.

- l. The SFA will conduct this procurement in accordance with its Code of Conduct that prohibits a real or apparent conflict of interest and disciplinary action to be applied for violations of such standards. [2 CFR §200.318(c)]
- m. The SFA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- n. A cost plus a percentage of cost and percentage of construction cost methods of contracting will not be used in the award of this contract. [2 CFR § 200.324 (d)]
- o. The SFA must make available upon request, for the USDA or state agency, pre-procurement review, procurement documents, such as RFPs, IFBs, or independent cost estimates, when:
 - i. The SFA's procurement procedures or operation fails to comply with the procurement standards of this part;
 - ii. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation.
 - iii. The procurement specifies a "brand name" product;
 - iv. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

A.6. Award Criteria

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

Or

- recommended to the Board of Education to enter into negotiations (BOE must not select another bidder without written justification regarding scoring, the responsiveness of the bidder and the determination of the bidder as responsible).

Criteria	Points
Price/Costs (this criterion must be the primary factor in the award decision and must be assigned the highest point value – <i>profit must be reviewed and evaluated as a separate element of the proposal and its criteria must be lower than Price/Cost</i>). Price/Costs shall be determined by the vendor’s completed schedule E and documents submitted in response to Section C3 of this RFP. Direct costs as noted in 12.11B must be reviewed and evaluated. Management fee will be an even dollar value due per month for 10 months. Administrative fee will be an even dollar value due per month for 10 months.	12
Experience, References and Service Capability: <i>Review proposed FSD qualifications – must meet USDA Professional Standards (Hiring Standards)</i>	10
Financial Condition/Stability, Business Practices	10
Accounting and Reporting Systems	8
Personnel Management and Training	10
Promotion of the School Food Service Program	10
Involvement of Students, Staff, Patrons and the Community	10
Menus, Concepts of Service, Food Quality and the Use of USDA Foods	10
Support for Connecticut’s Farm to School Program	6
Plans to significantly increase student participation	8
Monthly communication involvement with SFA	6
Enter SFA Specific Criteria	Click to enter text
Total Points	<u>100</u>

A.7. Oral Presentations

- a. An oral presentation by a FSMC to supplement a proposal will not be required. If these presentations are required,
 - i. they will be scheduled by the SFA subsequent to the receipt of proposals and prior to the award;
 - ii. the FSMCs will not be allowed to alter or amend their proposals through the presentation process;
 - iii. presentations will be scored against measureable standards based on content alone; and
 - iv. the SFA must include the scoring criteria with this RFP.

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

SECTION B: Qualifications

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

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

FSMC along with the sealed proposal.

- a. The FSMC must be licensed to do business in the state of Connecticut.
- b. The FSMC or its principals must have been doing business for three consecutive years or more with school districts.
- c. If a performance bond is required (see section XIV Performance Bond), the FSMC must be able to provide a performance bond should the FSMC be awarded the contract. A surety letter from an acceptable bonding or surety company indicating ability to obtain the bond must be included with the proposal.
- d. Each FSMC shall include financial statements from three operating units that most closely match the characteristics of the SFA.
- e. Annual reports of financial statements certified by a licensed public accountant for the last year must be included with the proposal along with a three (3) year financial summary.
- f. The FSMC must submit three (3) Administrative Review Overview Reports from FSMC run Connecticut SFAs. These must be from the most recent Administrative Reviews conducted. If FSMC has less than three accounts, FSMC must substitute schools of similar size and operation located in another state.

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

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

B.4. Bonding Requirement

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

SECTION C: Proposal Format and Contents

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

C.1. Letter of Transmittal, which includes:

- a. An introduction of the FSMC.
- b. The name, address and telephone number of the person to be contacted, along with others who are authorized to represent the company in dealing with the SFA and this RFP.
- c. A description of the FSMC's ability and desire to meet the requirements of the RFP, and a positive assertion of the FSMC's intention to do so.

- d. Any other responsive information not otherwise included in the proposal.

C.2. Executive Summary, which:

- a. Briefly describes the FSMC's approach to the proposal and clearly indicates any options or alternatives.
- b. Indicates any major requirements that cannot be met by the FSMC.
- c. Highlights the major features of the proposal and identifies any supporting information considered pertinent and responsive.

C.3. Price/Cost Information

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

C.4. Experience, References and Service Capability:

- a. Describe the FSMC's experience in managing food service operations in public schools, childcare institutions (if applicable via CACFP), and/or as part of the SSO/SFSP or comparable experience.
- b. Include a list of similar operations and locations of operating school food service programs (a minimum of three (3) required), or comparable operations. List names and telephone numbers of SFA administrators, or comparable contacts, capable of commenting on performance.
- c. Provide documentation on any accounts lost or not renewed and the reasons for such during the last five years.
- d. Include a resume or listing of the qualifications for the proposed Food Service Director (FSD) for the SFA which must meet USDA Hiring Standards and Professional Standards. [7CFR §210.30] FSD must have qualifications that meet a student enrollment of:
 - 2,499 or less
 - 2,500 – 9,999
 - 10,000 or more

- e. Include the resume and background of person who will supervise the work of the Food Service Director and how the FSMC will ensure optimal performance.
- f. Include a table of the FSMC organization and a plan for managing, supervising and staffing.
- g. Include a FSMC organization chart including all positions that are non-school based.
- h. Include a transition plan, which shall indicate the activities, procedures, timetable, and support personnel involved in the implementation of services.
- i. Include three (3) Administrative Review Overview Reports
 - 1. Must be Connecticut SFAs of similar size and operation. If FSMC has less than three accounts, FSMC must substitute schools of similar size and operation located in another state.
 - 2. Must be the most recent reviews conducted.

C.5. Financial Condition

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

C.6. Accounting and Reporting Systems

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

C.7. Personnel Management and Training

- a. Describe the FSMC's personnel management philosophy, particularly regarding food service directors and their relationship to existing staff.
- b. Describe training and development programs provided for employees and management personnel to meet the USDA Professional Standards for School Nutrition Professionals requirements.
- c. Explain how the FSMC works to improve employee morale and reduce turnover.

- d. Describe the FSMC's employee evaluation process (include forms) and disciplinary action process (include forms).
- e. Describe the proposed benefits package for employees.

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

- a. Describe how the FSMC's proposed school food service program for the SFA differs from the SFA's current school food service program. Describe the costs and benefits of the proposed program. Describe how the FSMC would implement changes with specific, relevant examples. The proposal must include a staffing model.
- b. Describe how the FSMC proposes to expand the SFA's participation in the CT Farm to School Program.
- c. Describe how the FSMC would involve employees to use their expertise and experience in making future innovations.
- d. Provide examples of service and merchandising programs.
- e. Describe the FSMC's philosophy regarding promotion (increasing awareness and participation) of the school food service program. How would the FSMC implement this philosophy in our SFA? Provide specific, relevant examples.

C.9. Involvement of Students, Staff and Patrons

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

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

- a. Describe the FSMC's philosophy regarding each of the following:
 - 1. Menu selection.
 - 2. Use of USDA foods.
 - 3. Food Quality.
 - 4. Portion Quantities.
 - 5. Procurement and use of CT-grown/locally-grown produce pursuant to Public Act No. 16-37 and noted in Schedule B.
- b. Describe how the FSMC will ensure they will meet the Buy American Provision.
- c. Supply sample menus to be implemented including portion sizes. Prepare sample menus using (SFA to select option below):
 - SFA-developed menus
 - OR**
 - FSMC-developed menus
- e. Provide Specification sheets with grade, weight, nutritional qualities, and item labels for all products not included in the SFA's Schedule B as noted in E.10

C.11. Performance and Proposal Bond

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

C.12. Submission of Proposal

- a. Schedule E must be completed and submitted. FSMC must not use own document.
- b. Exhibit M documents attached must be signed, dated and submitted. FSMC must not use own documents.
- c. Clarification of interpretation must be made to the SFA prior to submission of a proposal.
- d. Six (6) hardcopies and one (1) digital copy (cd, flash drive or other electronic document transfer) of the entire proposal must be submitted by the due date and time. (SFA must submit one copy of each proposal to the CT State Department of Education which must be a digital copy [e.g. via upload, CD, flash drive])

SECTION D: Program Objectives

The successful FSMC shall conduct the food service program in a manner which best fulfills the following program objectives. The FSMC may submit proposals with value-added features directly related to supporting a program objective. The FSMC must clearly state any value added feature and its relation to a specific program objective.

- D.1. To provide appealing and nutritionally sound meals, compliant with all USDA regulations including all aspects of the Healthy, Hunger-Free Kids Act of 2010 and an a la carte program for students as economical as possible. In order to offer a la carte food service, the FSMC must also offer free, reduced price and full price reimbursable meals to all eligible children (according to eligibility).
- D.2. To promote nutritional awareness and interface with the SFA's academic and instructional programs in health and nutrition.
- D.3. To increase participation at all levels of the program by improving food quality; effectively maintaining equipment and facilities; engaging students, parents, and the school community in the food service program; planning and implementing successful menus and menu variation; and implementing effective marketing techniques.
- D.4. To provide a management staff and structure, with the necessary expertise to ensure that the school food program is consistently of the highest quality and held in positive regard by students, staff and the public.
- D.5. To establish a formal structure to routinely and continuously gather input from students, staff, the public and food service employees to ensure the most effective and efficient operation possible.

- D.6. To establish and conduct management and staff training programs, which will ensure staff development, proper supervision, adherence to health code requirements, and consistent quality control both in production and service that meets or exceeds the USDA Professional Standards for Food Service Professionals.
- D.7. To provide a financial reporting system that meets federal and state requirements.
- D.8. To provide SFA Administration with monthly operating statements and information regarding the food service program.
- D.9. To support Connecticut's Farm to School Program established in section 22-38d of the Connecticut General Statutes and Public Act No. 16-37 including the purchase of Connecticut-grown farm products.

SECTION E: Specifications

- E.1. The SFA participates in the programs noted in Section A1. USDA Foods from the Federal Food Distribution Program are available for use in the lunch program and it is the intent of the SFA that such items be included in the menus to the greatest extent possible.
- E.2. The FSMC shall meet all requirements of the USDA programs noted in Section A1, and any other requirements promulgated by the state of Connecticut. The FSMC shall provide all meals in accordance with all applicable meal patterns for age and grade groupings. This may include preschool meal patterns. <https://portal.ct.gov/SDE/Nutrition/Menu-Planning>
- E.3. The FSMC costs shall include all expenses associated with the operation of the food service program as submitted in the financial budget of the RFP (e.g. on-site costs, food costs, labor costs, value of USDA Foods used, management fee and administrative fee).
- E.4. The FSMC shall receive for its service the following fee(s):

<input checked="" type="checkbox"/>	Management	fixed fee
<input checked="" type="checkbox"/>	Administrative	fixed fee

 provided its operation is sufficient to support the fees or unless otherwise approved by the SFA.
- E.5. The FSMC shall submit a budget to the Business Manager or equivalent in March of each year, earlier if requested, to be used by the SFA in its budget process and to demonstrate its ability to meet the guaranteed financial agreement.
- E.6. Meal prices shall be approved by the SFA. The SFA shall retain ultimate control over meal prices and any other related or appropriate elements of the food service program. The FSMC will be responsible for completing the paid lunch equity tool (PLE).
- E.7. It is expressly understood that all presently employed (SFA and/or FSMC) food service employees will be given the opportunity to interview for positions within the SFA as employees of the FSMC.
- E.8. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other options and limitations.
- E.9. The FSMC shall procure on behalf of the SFA, in support of Connecticut's Farm to School Program, Connecticut-grown farm products pursuant to section 22-38d of the Connecticut General Statutes and Public Act No. 16-37. Specifications are established in Schedule B.

- E.10. The FSMC shall procure products based on the specifications established in Schedule B. FSMC must include, as part of the bid response, a specifications sheet with grade, weight, nutritional qualities, and item labels for all products not included in the SFA's Schedule B.
- E.11. All proposals shall include a completed Schedule E.
- E.12. The Contract shall be for a period of one year with the option for four (4) additional one-year renewals:
 July 1 - June 30 Prior to school year - June 30 Aprox start date - June 30
- E.13. Terms of the contract are listed below in Section 1; however, the SFA may develop additional terms and or conditions with the successful FSMC, derived from the program objectives and or specifications listed in section D and E respectively, through negotiation and shall be consistent with the rights reserved by the SFA as described herein. Any additional terms or conditions must not conflict with any of the terms set forth in Section 1 and must be consistent with all applicable laws and regulations. Negotiations must not change the scope of services or contract terms materially.

The SFA may request the FSMC provide additional food service programs including the NSLP, SBP, CACFP, At-risk Afterschool Snacks and/or Suppers, and/or SFSP/SSO to the current program or other non-profit organizations (including delivery). The SFA may request service to additional sites. Additionally, the SFA may opt to participate in the Community Eligibility Provision (CEP).

- E.14. The FSMCs are requested to mark any specific information contained in their proposal which the FSMC is claiming should not be disclosed to the public, along with a citation to the applicable provision of the Connecticut Freedom of Information Act or other applicable statute on which the FSMC is basing its claim of confidentiality or non-disclosure. Information marked as "not to be disclosed to the public" must meet the standards set forth in the Freedom of Information Act. Pricing and service elements of the successful proposal will not be considered proprietary. Provided that nothing herein shall be construed to relieve any SFA or the CSDE from its obligations under any applicable freedom of information laws or other legal obligations concerning document disclosure, including, but not limited to, civil discovery demands. In the event a request for information/ documentation is made pursuant to the Connecticut Freedom of Information Act (or other applicable statute or regulation), and the FSMC objects to the release of the requested information, the FSMC shall bear all reasonable costs and fees incurred in asserting such objection.
- E.15. The SFA either participates or intends to apply for FFVP funding so the FSMC shall provide, with the proposal, a FFVP cycle menu. For each subsequent year in which the SFA receives FFVP funding, the FSMC must submit a cycle menu to the SFA prior to the beginning of the school year.
OR
 The SFA does not participate and does not intend to apply for FFVP funding.

- E.16. **Equipment**
 The FSMC shall provide proposals for the equipment listed on Exhibit J. If requesting the purchase of equipment, it is the SFA's responsibility to provide the specification of each and all items requested.
 Equipment dollar value to be purchased
 in each year of the contract: up to 0.00. All equipment purchased must be given up to five years to be paid off without regard to the contract year it was purchased. SFA payments must only begin once the equipment has been placed in service.

OR

over the life of the contract up to **Enter Dollar Value**. All equipment purchased must be given up to five years to be paid off without regard to the contract year it was purchased. SFA payments must only begin once the equipment has been placed in service.

The SFA is not requesting any equipment purchases in this RFP.

E.17. Additional specifications requested by SFA.
See attached

SECTION I: General

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

SECTION II: Relationship of the Parties

- 2.1 The FSMC shall be an independent contractor and shall retain control over its employees and agents. Nothing in this contract shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.
- 2.2 FSMC Responsibilities.
- A. The FSMC shall maintain such records as the SFA will need to support its Claim for Reimbursement; make all records available to the SFA upon request; and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, State Agency (SA), USDA and Office of Inspector General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit. These records will be maintained at the SFA offices. If records are maintained at the FSMC offices, FSMC must provide these documents monthly to the SFA in hardcopy form. [Recordkeeping, 2 CFR § 200.334, § 250.54 and § 210.16(c)(1)]

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

2.3 SFA Responsibilities.

- A. The SFA shall ensure that the food service operation is in conformance with the CSDE/SFA *Agreement for Child Nutrition Programs* (ED-099) and any addenda. [7 CFR § 210.16(a)(2)]
- B. The SFA shall monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations. [7 CFR § 210.16(a)(3)] **SFA shall monitor each site a minimum of twice per school year. The monitoring process shall include the completion of the sample CSDE monitoring form (Exhibit I or one approved by CSDE).**
- C. The SFA shall retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals. [7 CFR § 210.16(a)(4)] The SFA shall retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation, including control for setting of all prices, including price adjustments, for meals served under the nonprofit school food service account, including but not limited to, pricing for reimbursable meals, a la carte service, vending machines, and adult meals.
- D. The SFA shall retain signature authority on the CSDE/SFA *Agreement for Child Nutrition Programs* (ED-099) and any addenda, free and reduced price policy statement and Claims for Reimbursement. [7 CFR § 210.16(a)(5)]

- E. The SFA shall retain title to all USDA Foods and ensure that all USDA Foods: are made available to the FSMC, including processed USDA Foods; accrue only to the benefit of the SFA's nonprofit school food service account; are fully utilized therein [7 CFR § 210.16(a)(6)]
- F. The SFA shall maintain all applicable health certifications and assure compliance with all state and local regulations governing FSMC preparation or service of meals at a SFA facility. [7 CFR § 210.16(a)(7)]
- G. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning. [7 CFR § 210.16(a)(8)]
- H. The SFA shall make reasonable modifications with regard to all matters under its supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given.
- I. The SFA shall implement internal controls and ensure prompt resolution of findings from program administrative reviews and audit findings. [7 CFR § 210.8(a)]
- J. The SFA shall maintain responsibility for the implementation of the free and reduced price policy. [7 CFR § 245]
- K. The SFA shall develop, distribute, and collect the parent letter and application for free and reduced price meals (as appropriate). [7 CFR § 245.6]
- L. The SFA shall determine eligibility and verify applications for free and reduced price meals benefits and conduct any hearings related to such determinations. [7 CFR § 245.6, 6a, 7, 10]
- M. The SFA shall assure that the maximum amount of USDA Foods are received and utilized by the FSMC. [7 CFR § 210.9(b)(15)]
- N. The SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to USDA Foods. [7 CFR § 250.53]

SECTION III: Food Service Program

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

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

in accordance with the following terms:

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

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

- 3.4 In cooperation with the SFA, the FSMC shall conduct on-going nutrition awareness programs for students, teachers, parents, and other interested parties.
- 3.5 In accordance with USDA regulations, the FSMC shall make reasonable meal modifications for children whose physical or mental impairment restricts their diet, based on a written medical statement signed by a recognized medical authority. [7 CFR 210.10 (m), 7 CFR 220.8 (m), and 7 CFR 15b]
- 3.6 The FSMC shall cooperate with the SFA's Advisory Board, consisting of students, parents, SFA staff, and a FSMC representative in developing menus and other food service program initiatives.
- 3.7 Catering
 - SFA will not be requesting catered food service
 - OR**
 - Upon request by the SFA, the FSMC shall provide catered food service at times and prices mutually agreed upon. The SFA may, if a price cannot be agreed upon or the FSMC cannot provide the service, obtain outside catering services. The FSMC shall submit catering invoices by the end of the month in which services were rendered. Costs of catered functions shall not be supported by the nonprofit school food service account funds and USDA Foods will not be used. The FSMC shall provide the SFA with copies of invoices and an invoice control log within ten (10) days after the end of each month. Catering invoices must be reflective of actual catering costs. A percentage of sales or cost is unallowable. Invoices must be noted as "unallowable costs" and must be paid from an account other than the non-profit school food service account. USDA Foods will not be used for any functions outside of the non-profit school food service account.

- 3.8** Fresh Fruit and Vegetable Program (FFVP) (Check one option below):
 SFA does not participate in the FFVP
OR
 FSMC will document and track all FFVP expenditures separately and make this documentation easily accessible for the SFA to review monthly.
- A. FSMC will ensure it documents allowable costs to include but not limited to; actual labor costs, administrative costs and fresh fruit and vegetable costs.
 B. FSMC and SFA will ensure no more than ten percent (10%) of each awarded school's grant will be claimed for administrative costs (planning and managing the program).
 C. FSMC will ensure it expends all FFVP funds received per school.
- 3.9** Clean Air Act - Federal Water Pollution Control Act. In performance of this contract, the FSMC shall comply with the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), Environmental violations shall be reported to the USDA and Regional Office of the Environmental Protection Agency. The FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities." [Appendix II to CFR § 200 (G)]
- 3.10** Energy Policy and Conservation Act. The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act. [P.L. 94-163]
- 3.11** Davis-Bacon Act. In performance of this contract, the FSMC shall be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and Copland "Anti-Kickback" Act (40 U.S.C. 3145)
- 3.12** Debarment and Suspension. The FSMC shall complete and submit to the SFA the Certification Regarding Debarment. The certification must accompany the four (4) additional one-year renewals. Debarment, Suspension, Ineligibility and Voluntary Exclusion, 2 CFR § 180 as adopted and modified by USDA regulations at 2 CFR § 417 - The SFA must check the Excluded Parties List System (EPLS), collect a certification, or include a clause in the contract. [Appendix II to CFR § 200 (H)]
- 3.13** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The FSMC shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to the SFA. These certifications must accompany the four (4) additional one-year renewals. [Appendix II to CFR § 200 (I)]
- 3.14** Rights to Inventions Made Under a Contract or Agreement. In performance of this contract, the FSMC shall comply with the requirements of 37 CFR Part 401.
- 3.15** Summer Food Service (if applicable)
 Summer food Service Program (SFSP) Seamless Summer Option (SSO)
- A. Dates of participation:
 B. FSMC shall deliver meals to each of the annually selected and approved sites. Meals provided shall be in compliance with all applicable USDA, state and local regulations.
 C. The FSMC agrees to provide the SFSP Meals
 Inclusive or Exclusive of milk at a set, identified price per meal type and agrees to
 Deliver Meals or Have Meals available for Pick-up at an agreed upon time. The Meals shall be made available Unitized or Non-Unitized per 7 CFR 225.6(h)(3).
 D. The FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meal for the CACFP or SFSP. 7 CFR 226.21(e) and 225.6(h)(2)(ii)

Section IV: USDA Foods

- 4.1 The FSMC will provide the following services in relation to USDA Foods (*Check only those duties below that the FSMC will provide*):
- Preparing and serving meals **or** the monitoring of preparing and serving meals.
 - Ordering or selection of USDA Foods, in coordination with the SFA in accordance with 7 CFR § 250.58(a).
 - Storage and inventory management of USDA Foods in accordance with 7 CFR § 250.52.
 - Payment of processing fees and or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of USDA Foods in processed end products to the SFA, in accordance with subpart C of 7 CFR § 250.50.
- 4.2 The FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's meals service in a school year, including the value of USDA Foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing the USDA Foods value in processed end products on to the SFA.
- 4.3 The FSMC shall credit for USDA Foods by disclosure, i.e., the FSMC shall credit the SFA for the value of USDA Foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of USDA Foods for the billing period. Crediting by disclosure does not affect the requirement that the FSMC shall only bill the SFA for net allowable costs. The FSMC shall use the actual values assigned in the USDA's Web Based Supply Chain Management (WEBSCM) system.
- 4.4 All USDA Foods shall be used only in the SFA's food service operations. Commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods may be used in the SFA's food service operations.
- 4.5 The FSMC must meet the general requirements in 7 CFR § 250.52 for the storage and inventory management of USDA Foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for USDA Foods (7 CFR §250.53(b)).
- 4.6 Upon the termination of this contract, the FSMC must return all unused USDA Foods, including but not limited to ground beef, ground pork, and processed end products to the SFA.
- 4.7 The SFA must ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's meal service in the school year. The FSMC agrees to cooperate and provide information reasonably requested by the SFA.
- 4.8 The FSMC must ensure compliance with the requirements of subpart D of 7 CFR § 250 and with the provisions of the distributing and/or the SFA's processing agreements in the procurement of processed end products on behalf of the SFA, and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value.
- 4.9 The FSMC shall not enter into the processing agreement with the processor required in subpart C of 7 CFR § 250.
- 4.10 The distributing agency, sub-distributing agency, or SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation,

including the review of records, to ensure compliance with requirements for the management and use of USDA Foods.

- 4.11 The FSMC shall maintain records to document its compliance with 7 CFR § 250.54(b).
- 4.12 Any extension or renewal of the contract is contingent upon fulfillment of all provisions in this contract relating to USDA Foods.
- 4.13 The FSMC must maintain the following records relating to the use of USDA Foods:
- A. The USDA Foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service operations;
 - B. Documentation that it has credited the SFA for the value of all USDA Foods received for use in the SFA's food service operations in the school year, including, in accordance with the requirements in 7 CFR § 250.51(a), the value of USDA Foods contained in processed end products; and
 - C. Documentation of its procurement of processed end products on behalf of the SFA, as applicable.
- 4.14 The SFA shall ensure that the FSMC is in compliance with the requirements of this section through its monitoring of the food service operation, as required in 7 CFR §§ 210, 225, or 226, as applicable.
- 4.15 The SFA shall conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in 7 CFR § 250.51(a), the value of USDA Foods contained in processed end products.
- 4.16 All USDA Foods received by the SFA and made available to the FSMC shall accrue only to the benefit of the SFA's non-profit school food service program and shall be used therein.
- 4.17 The FSMC shall have records available to substantiate the use of USDA Foods in reimbursable meal pattern meals.
- 4.18 The FSMC shall select, accept and use in as large quantities as may be used in SFA's non-profit school food service program, the type and quantities of available federally donated commodities, subject to the approval of the SFA.
- 4.19 Title of products purchased or processed using USDA Foods must remain within the SFA. Any charges incurred by the FSMC when processing or purchasing products containing government commodities shall be processed for payment by the FSMC and charged back to the SFA as a food cost.

SECTION V: Equipment

5.1 Prior Equipment/Investment Clause

- The FSMC must absorb the current equipment loan balance for the cost of prior purchases of nonexpendable equipment used in the school food service program. A copy of the SFA's current

Equipment Cost Loan Amortization Schedule is attached as Exhibit K. The repayment schedule must not exceed five (5) years from initial amortization schedule.

OR

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

5.2 Equipment Purchases

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

If the Agreement expires or is terminated prior to the complete amortization of the investment, the SFA shall on the expiration date, or within five (5) days after receipt by either party of any notice of termination or non-renewal of this Agreement either: (i) retain the investment and continue to make payments to the FSMC that purchased the equipment in accordance with the agreed upon monthly amortization schedule; (ii) return the investment to the FSMC in full release of the unamortized portion of the investment; (iii) require the successor FSMC to repay the exiting FSMC the full unamortized amount and repay successor FSMC based on new amortization schedule, not to exceed five (5) years from initial amortization schedule; or (iv) pay the unamortized balance in full to the FSMC that purchased the equipment.

OR

- The SFA did not request equipment purchases for this contract.

- 5.3 The FSMC may only charge the SFA for reasonable, necessary and allocable purchases. Any silence, absence or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA be used.
- 5.4 The FSMC may recommend to the SFA the purchase of new or replacement equipment as needed. The FSMC shall account for all equipment and protect it from pilferage or destruction, and will coordinate the repair or replacement of any equipment not functioning properly with the designated SFA personnel that has repair responsibility.
- 5.5 The FSMC shall operate and care for all equipment and food service areas (walls, windows, lights, etc.) in a clean, safe and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, rules and regulations of federal, state and local authorities, normal wear and tear accepted.
- 5.6 The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on the SFA premises.

- 5.7 The FSMC, upon termination of the contract, shall surrender all equipment and furnishings belonging to the SFA and/or purchased through this agreement in good repair and condition, normal wear and tear accepted.
- 5.8 The SFA shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not considered as being food equipment.
- 5.9 The SFA shall be responsible for any losses which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 5.10 The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises with the exception of loss or damage caused by SFA beyond normal wear and tear.
- 5.11 The SFA will provide the initial physical inventory of supplies and equipment available for use by the FSMC.
- 5.12 The SFA shall furnish and install any equipment or make any structural changes needed to comply with federal, state and local laws.
- 5.13 Each party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or equipment owned, leased or controlled by such Party which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.
- 5.14 All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA unless otherwise stated in writing by the SFA.
- 5.15 Transportation Equipment and Vehicle. *Select one option below:*
- SFA does not require transportation equipment or vehicles.
- The FSMC shall provide transportation vehicles and equipment to be used in the food service program. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the FSMC.

SECTION VI: Facilities

- 6.1 The SFA shall furnish at its expense, space, light, heat, power, hot and cold water and other utilities as are necessary for the operation of the food services to be furnished hereunder.
- 6.2 The SFA shall make available without cost to the FSMC, areas of the premises agreeable to both parties in which the FSMC shall render its services; such areas as are reasonably necessary for providing efficient food service. The SFA is responsible for maintaining the facilities in a good state of repair and free from vermin.
- 6.3 The SFA retains the right to rent food service facilities during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities take place, the SFA may require that a member(s) of the food service staff designated by the food service director be on duty, and be reimbursed. If the SFA approves the use of the facilities for extracurricular activities before or after the SFA's regularly scheduled meal periods, the SFA shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear accepted.

- 6.4 The FSMC shall not use the SFA's facilities to produce food, meals or services for other organizations without the approval of the SFA. If such usage is mutually agreeable, there shall be a signed agreement which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- 6.5 The SFA shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.
- 6.6 The SFA shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC in performance of this contract. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the SFA in good condition upon termination of this contract, normal wear and tear accepted.

SECTION VII: Sanitation and Safety

- 7.1 The FSMC shall be responsible for usual and customary cleaning and sanitation of the SFA's food service facilities to include: housekeeping, preparation, storage and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.
- 7.2 The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items.
- 7.3 The FSMC shall comply with all local and state sanitation requirements in the preparation and service of food.
- 7.4 The FSMC shall maintain safety programs for employees as required by federal, state, and local authorities, including the FSMC's corporate policies.
- 7.5 The FSMC shall clean the kitchen area, equipment, including but not limited to sinks, counters, tables, chairs, silverware and utensils.
- 7.6 The SFA shall be responsible for cleaning of floors in the dining, serving and kitchen areas, walls, ceilings, tables and chairs in the cafeteria/dining area.
- 7.7 The FSMC shall cooperate in the SFA recycling program.
- 7.8 The FSMC shall place garbage and trash in appropriate containers in the designated areas.
- 7.9 The SFA shall designate a refuse collection area and the FSMC shall be responsible for transporting refuse to the designated refuse collection area. The SFA shall remove all garbage and trash from the designated areas.
- 7.10 The SFA shall be responsible for painting and miscellaneous repairs within the kitchen and dining areas.
- 7.11 The SFA shall be responsible for the required cleaning and maintenance of dining areas, as well as periodic cleaning of all ceiling and light fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA shall also provide and maintain adequate fire extinguishing equipment for food service areas and provide necessary pest control. If the SFA is unable to perform any of its

responsibilities described in this paragraph, the FSMC may, with the written approval of the SFA, temporarily assume those responsibilities and shall bill the SFA for any costs incurred.

- 7.12 The SFA shall provide, at the SFA's expense, maintenance personnel and outside maintenance services, parts, and supplies as is necessary to properly maintain the food service facilities and equipment.
- 7.13 The SFA shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this contract shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. The FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the FSMC is notified by an authorized government agency that the SFA's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the SFA of such notification.

SECTION VIII: Employees

- 8.1 The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all employees employed therein who meet the USDA Professional Standards for Food Service Professionals.
- 8.2 Non-Management Employees.
 All non-management food service employees shall be employees of the FSMC.
OR
 All non-management food service employees shall be employees of the SFA; will be directed and supervised by FSMC Food Service Director
- 8.3 Student Workers.
 The SFA does not utilize student workers in the food service program.
OR
 The SFA has a policy of providing work experience for its students as part of the educational curriculum and as such, the SFA may assign students for work in the food service operation in such numbers as are agreed upon between the SFA and the FSMC.
- 8.4 The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including, but not limited to, any income, social security, and unemployment taxes and workers' compensation payments.
- 8.5 Contract Work Hours and Safety Standards Act: The FSMC and its employees shall comply with all wage and hours of employment requirements of federal and state laws and regulations, including the Contract Work Hours and Safety Standards Act, Appendix II to § 200 (E). All employees of the FSMC shall be paid in accordance with the Fair Labor Standards Act, as amended and any other applicable statutes. In addition, the FSMC will comply with all applicable federal and state employment statutes, including those statutes pertaining to labor relations.
- 8.6 The FSMC shall establish schedules, wage rates, and benefit programs for all employees.

- 8.7 The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurances and worker's compensation and shall be solely responsible for any losses incurred by the SFA, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. The FSMC is required to provide a fidelity bond for all FSMC employees.
- 8.8 The FSMC shall procure Workers' Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees and shall provide proof of such coverage or system to the SFA.
- 8.9 The FSMC shall maintain its own personnel policies and fringe benefits for its employees. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other limitations.
- 8.10 The FSMC must provide a resident Food Service Director who will be approved by the SFA and will be responsible for directing the food services program and implementing cooperatively agreed upon strategies for maximizing participation in the Child Nutrition Programs. The Director shall be available to meet with principals, students, and staff to determine ways to improve the program. The Director must also be available to participate in town or Board of Education meetings when food service matters are to be discussed with appropriate notice given.
- 8.11 The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to its use of District premises as established by SFA from time to time and which are furnished in writing to the FSMC.
- 8.12 Civil Rights
- A. The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the USDA issued there under and any additions or amendments thereto. The FSMC shall assure the SFA that it is an equal opportunity employer and does not discriminate on the basis of race, color, creed, gender, physical or mental disability, or any other classification protected by state and federal anti-discrimination statutes. The FSMC shall provide personnel for its obligations under the Contract who have the necessary qualifications.

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

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

possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”

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

- 8.13 The FSMC shall be responsible for obtaining any necessary fingerprint clearances for its employees as required by law. The FSMC shall provide all necessary forms and/or documentation for such employees to the SFA.
- 8.14 The FSMC shall ensure that all food service employees comply with the rules of the Connecticut State Department of Education (CSDE) regarding fingerprinting and criminal background checks.

SECTION IX: Free and Reduced-Price Lunch Policy and Charging Policy

- 9.1 The written policy of the SFA requiring feeding of students who qualify for free, reduced-price, or full-price meals, shall apply to the FSMC’s food service operation. The policy is on file in the SFA office. The SFA shall be responsible for the implementation of this policy.
- 9.2 The FSMC will be responsible for implementing policies covering free, reduced-price, and full-price meals and milk programs for those students designated by the SFA as meeting federal and state agency requirements for those programs. All such meals shall be served and accounted for in a manner approved by the SFA so as to protect the anonymity of the recipients. Meals shall be served and proper, accurate student participation records shall be maintained by the FSMC.
- 9.3 Per CSDE Operational Memorandum 4-17, the SFA shall have a written student charging policy, that ensures a “transparent approach to the issue”, on file in the SFA office. The SFA shall be responsible for the implementation of this policy and supply the FSMC with a written copy. The FSMC will work with the SFA to administer policy.

SECTION X: Meals – Portions, Planning, and Procurement

- 10.1 The FSMC may recommend meal prices and portions for approval by the SFA. The FSMC shall not alter the prices once approved without prior notice and approval by the SFA. [7 CFR § 210.16(a)(4)] The SFA shall retain control of the quality, extent, and general nature of its food service, and the prices to be charged for all meals.
- 10.2 The FSMC shall submit with the proposal a twenty-one (21) day cycle menu and a Daily Menu Pattern for the SFA’s schools. The FSMC must adhere to this cycle for the first twenty-one (21) days of meal service; thereafter, changes may be made with the mutual agreement of the SFA and the FSMC. However, the menu standard as presented in the first twenty-one (21) day menu and the Daily Menu

Pattern, must be maintained as to type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered at all grade levels.

- 10.3 The FSMC shall provide, upon request by the SFA, menus to be reviewed by a school lunch committee, approved by the SFA and available for distribution ten (10) days prior to preparation and service of foods.
- 10.4 The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the food service program. The FSMC shall comply with the grade, purchase unit, style, weight, ingredients, formulations, etc., for foods served as agreed upon with the SFA. The minimum procurement specifications are listed on **Schedule B**.
- 10.5 The FSMC shall serve reimbursable meal pattern lunches pursuant to the NSLP. For purposes of this proposal, lunch prices as per attached listing shall be used as a guide for calculations (**reference 2019-2020-Schedule C**).
- 10.6 The FSMC may offer a choice of reimbursable meal pattern lunches and shall provide specified types of service as listed in **Exhibit A**.
- 10.7 The FSMC shall provide condiments and utensils as needed.
- 10.8 The FSMC shall use the SFA's facilities for the preparation of food to be served in the designated serving areas. This may include cafeterias, classrooms, hallways etc.
- 10.9 The FSMC shall promote maximum participation in the Child Nutrition Programs.
- 10.10 **BUY AMERICAN PROVISION:** The SFA and FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. for use in meals served in the SFA's Child Nutrition Programs in compliance with the Buy American Provision under 7 CFR § 210.21(d)(2) and 7 CFR § 250. Exceptions to the Buy American Provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 5 day(s) in advance of delivery. The request must include:
 - A. Alternative substitute (s) that are domestic and meet the required specifications:
 - i. Price of the domestic food alternative substitution (s); and
 - ii. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
 - B. Reason for exception: limited/lack of availability or price (include price);
 - i. Price of the domestic food product; and
 - ii. Price of non-domestic product that meets the required specification of the domestic product.
- 10.11 The FSMC shall act as the SFA's procurement agent.

SECTION XI: Food Inventory and Storage

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

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

- 12.1 The FSMC shall assume accountability and responsibility for daily bookkeeping and recording functions, including state and federal reimbursements through:
 - A. Weekly Profit and Loss Statements;
 - B. Monthly Profit and Loss Statements;
 - C. Annual Budgeting;
 - D. Perpetual Inventory - Costs and Controls;
 - E. Preparation of records for annual audit by SFA;
 - F. USDA Foods Entitlement Bonus Summary Reports; and
 - G. Department of Defense (DoD) Program Reports.
- 12.2 The FSMC shall prepare information necessary for school lunch claims for reimbursement from state and federal agencies and maintain such records, as the SFA will need to support its claims for reimbursement under the Child Nutrition Programs. The SFA shall retain signature authority on the CSDE-SFA Agreement for Child Nutrition Programs (ED-099), including all addenda, free and reduced price policy statement, and claims for reimbursement. The FSMC shall report the claim information to the SFA promptly at the end of each month or more frequently as specified by the SFA. [7 CFR § 210.16(c)(1)]
- 12.3 The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the 10th calendar day succeeding the month in which services were rendered; participation records shall be submitted no later than the 10th calendar day succeeding the month in which services were rendered. Reimbursement for direct expenses will only be allowed if previously included in the original or amended budget submitted to the SFA.

- A. The FSMC shall maintain records to support all allowable expenses appearing on the monthly operating statement in an orderly fashion according to expense categories.
- B. The FSMC shall provide monthly and other reports to the SFA, which describes operating costs, meals per labor hour, meals served, etc.
- C. The FSMC shall provide the SFA with a year-end financial statement.

12.4 The FSMC shall bill the SFA for the actual direct costs of operation incurred at the close of each month of program operation.

12.5 The SFA shall designate by name and title the employee whose responsibility it shall be to manage the SFA/FSMC contract and to ensure the SFA meets all its responsibilities hereunder. This includes but is not limited to monitoring contract performance, completing periodic on-site review forms (minimum of 2 per year per site), reviewing monthly invoices, conducting an audit of invoices (if necessary to ensure SFA is charged correctly), ensuring SFA receives proper credit for USDA Foods, ensuring SFA receives all discounts, rebates and credits, etc.

Jacki Kulkowski

Food Service Bookkeeper

12.6 Books and records of the FSMC pertaining to the school feeding operations shall be available at the SFA for a period of three (3) years from the end of the fiscal year to which they pertain, for inspection and audit by either state, or federal representatives and auditors. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit.

12.7 The FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. Unallowable costs must not be paid from the non-profit school food service account and must be reflective of actual costs. A percentage of costs charged to the SFA is unallowable.

- A. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
- B. The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and Program regulations and Office of Management and Budget cost circulars as detailed in 2 CFR § 200.
- C. The FSMC must identify the amount of each discount, rebate and other applicable credit, with the exception of the FSMC's prompt payment discounts for payments made to vendors, on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.

- D. The frequency of reporting this information must be monthly.
- E. The FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract.
For one year after conclusion of the contract, Chartwells will monitor vendor statements and pursue all discounts, rebates and other applicable credits allocable to the contract. On a quarterly basis during that year, Chartwells will provide a statement to the SFA which, among other things, will detail all discounts, rebates and other applicable credits allocable to the contract. If a credit is due to the SFA, Chartwells shall remit payment to the SFA within thirty (30) days after the end of each quarter.
- F. The FSMC must maintain documentation of cost and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, CSDE, or the USDA. The FSMC shall return the value of all discounts, rebates and all other applicable credits allocable to the contract to the SFA.

12.8 Invoice Due Date. Invoices submitted to the SFA by the FSMC will be paid according to the SFA's "Accounts Payable Cut-Off Schedule," attached as Exhibit L. If invoices are received in the SFA's accounting department by the cut-off date, and they are approved, payment will be made on the release date listed on the schedule. The FSMC will be notified immediately of any invoice that is not approved. The SFA reserves the right to request additional supporting documentation for any invoice. The SFA shall pay all amounts when due.

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

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

- A. The actual and direct costs for the wages, taxes, and benefits of the FSMC employees at each site, food service director and other management employees on the FSMC's payroll.
 Employees are employed by the SFA and paid directly by SFA.
- B. Direct operating costs paid by the FSMC arising from performance of this contract. Direct operating costs are defined as:
- food and supply purchases by the FSMC necessary to perform this contract;
 - food service program travel and mileage costs incurred;
 - advertising and promotions within the SFA;
 - the FSMC's insurance necessary for performance of this contract;
 - service business and occupation tax;
 - employee training and development costs;
 - laundry, linen, and uniforms;
 - licenses and permits for performance of this contract; and
 - USDA Foods delivery and storage fees.

C. The FSMC's Management Fee (FSMC's profit) for August/September - June is:

\$2,750.00 per month for ten (10) months. Fee Total: \$27,500.00

OR

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

D. The FSMC's Administrative Fee is:

\$10,700.00 per month for ten (10) months. Fee Total: \$107,000.00

OR

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

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

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

E. Summer Food Program (if applicable)

1. The FSMC's Management Fee (FSMC's profit) is \$Click to enter dollar value per meal.
2. The FSMC's Administrative Fee is \$Click to enter dollar value per meal.

F. Per Meal Defined: Choose one option below - *only if the per meal equivalent option in 12.11.c or 12.11.d was selected.*

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

OR

Per meal/meal equivalent defined in addendum.

For Management Fee and Administrative Fee purposes, the number of meal equivalents shall be determined by dividing the total of all sales except reimbursable meal sales (including cash for adult meals, a la carte meals, and snack bar sales) by the free reimbursement rate *plus* CT Effective USDA Foods rate for the current school year, *plus* the state reimbursement *plus* performance based cash assistance (\$.07).

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

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

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

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

- I. If the SFA participates in the FFVP, then the FSMC must provide assurances that it will document and track FFVP expenses separately and make this documentation easily accessible for the SFA to review.
- J. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the SFA, or do not otherwise meet the requirements of this contract. [7 CFR § 210.16 (c)(3).] No deduction in payment shall be made by the SFA unless the SFA notifies the FSMC in writing within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.
- K. Every payment obligation of the SFA under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the SFA in the event this provision is exercised, and the SFA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. Notwithstanding the foregoing, the SFA shall be liable for the payment of services rendered up through and including the date of termination.
- L. Guarantee: The SFA and the FSMC shall work together to ensure a financially sound and well-run food service operation. The FSMC shall guarantee that the food service program will achieve financial: *(select one option)*
 - Breakeven; defined as "generated program revenues will be sufficient to cover all actual and direct operating costs incurred.
 - Surplus; defined as "generated program revenues will exceed all actual and direct operating costs incurred.
 - Deficit; defined as "generated program revenues will not be sufficient to cover all actual and direct operating costs incurred. If the contract guarantee is determined to be a deficit, the deficit must be no more than Click to enter dollar value which is payable from the non-profit school foods service account only if the SFA has a balance greater than its three month operating expenditures. If the account does not have an allowable balance, any deficit must be paid from an account other than the non-profit school food service account (e.g. BOE, general fund, etc.).

Actual and direct operating costs are as described in paragraphs 12.11 A - E above.

1. Assumptions

a. Attendance/Enrollment

- Average Daily Attendance (ADA) for 2022-23 shall not be less than: Click to enter text

Or

Student Enrollment for 2022-23 will not be less than 4,000

b. The projected number of full feeding days:

School	Breakfast	Lunch
Elementary	0	182
Middle	0	182
High	180	163

c. The value of USDA Foods Planned Assistance Level will not be less than the USDA 2021 effective rate or the previous year's effective rate for an allowable executed renewal.

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

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

N. Nonperformance. The FSMC shall pay the SFA any over claims due to FSMC negligence or noncompliance with regulations, including those over claims based on review or audit findings. This provision shall be based on the 3-year record retention period as established in 7 CFR 210.23(c).

SECTION XIII: Licenses, Fees and Taxes

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

SECTION XIV: Performance Bond

- 14.1 As a condition to entry into this contract, the successful vendor shall provide to the SFA a performance bond equaling ten percent (10%) of the contract's value associated with the Summer Food Service Program. This performance bond will guarantee the vendor's faithful performance. For the successful

FSMC, the performance bond is required annually, in each year of the contract, to be submitted to the SFA Business Office no later than May 1, each year. A copy of the Performance Bond must be submitted to the CSDE.

As a condition of entry into this contract,

- the successful vendor shall provide to the SFA a performance bond equaling ten percent (10%) of the contract's value associated with the Summer Food Service Program.
- the successful vendor shall provide to the SFA a performance bond equaling 10% (percentage must not be excessive to inhibit full and open competition) of the contract's total value.
- the successful vendor shall provide to the SFA a performance bond equaling _____ % of costs associated with construction.
- the successful vendor shall not be required to submit a performance bond.

This performance bond will guarantee the vendor's faithful performance. For the successful FSMC, the performance bond is required annually, in each year of the contract, to be submitted to the SFA Business Office no later than April 1, each year. A copy of the Performance Bond must be submitted to the CSDE as supporting documentation to any renewal amendment.

14.2 \$180,272.80 (Amount of the Performance Bond).

SECTION XV: Insurance

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

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

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

15.2 Automobile Liability

\$1,000,000 combined Single Limit

15.3 Worker's Compensation and Employer's Liability

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

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

- 15.5 The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.
- 15.6 The FSMC agrees to indemnify and hold harmless the Board, the Town of Newtown and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the FSMC's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Board, the Town, or any of their respective members, officers, employees or agents in any suit or claim arising from the FSMC's performance or lack of performance of the Contract or arising from the enforcement of this provision.
- 15.7 The FSMC shall obtain and keep in force during this contract, for the protection of the SFA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of \$1,000,000 (no less than \$1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the FSMC under this contract, and shall deliver to the SFA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the SFA. The policies for \$1,000,000 coverage shall also name the SFA as an Additional Insured, but only with respect to operations of the FSMC under this agreement.
- 15.8 Unless otherwise expressly provided, the SFA and the FSMC shall remain responsible for all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of negligent or wrongful act or omission of the party, its agents, or its employees in the performance of its obligations under this agreement.

SECTION XVI: Contract Term, Renewal and Termination

- 16.1 This contract, dated August 10, 2022, is between Compass Group/Chartwells, the FSMC and Newtown Public Schools, the SFA:
- A. This contract sets forth the terms and conditions upon which the SFA retains the FSMC to manage and operate the SFA's food service for the SFA's students, employees, and visitors.
 - B. The contract shall be for a period of one year with the school year beginning on or about August 10, 2022, and ending June 30, 2023 with up to four (4) one-year renewal(s) with mutual agreement between the SFA and the FSMC. [7 CFR § 210.16 (d)]
- 16.2 The contract cannot be assigned or otherwise transferred or conveyed by either party without the written consent of the other. Consideration for the contract renewal by the SFA and the FSMC will be made in compliance with the rules and regulations prescribed by the Connecticut Commissioner of Education or State Board of Education and federal regulations, as prescribed by the USDA.
- 16.3 With the exception of payment obligations for prior performance under this contract, neither party shall be liable for the failure to perform their respective obligations under this contract when such failure is caused by fire, explosion, water, act of God, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations or other like caused beyond the reasonable control of such party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible. [Appendix II to § 200 (B)]

- 16.4** The Meal Equivalency Rate used in the contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the per meal commodity foods reimbursement.
- 16.5** If both parties agree to a contract renewal, the parties will work together to gather and complete all required documents for submission. The SFA will be responsible for drafting and submitting all contract renewal documents to the CSDE. Failure of the SFA to submit executed documents by June 30 each year may result in the disallowance of expenditures paid from the non-profit school food service account.
- 16.6** Recovery of prior year FSMC losses from current year food service program surpluses is unallowable.

TERMINATION

- 16.7** Either party may terminate the contract for cause by giving sixty (60) days' notice in writing to the other party of its intention to do so. [7 CFR § 210.16 (d)]
- 16.8** If a cure or remedy is found for the termination request by mutual agreement of the contracting parties, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in paragraph 16.8 above. This letter should be counter-signed by the receiving party and the letter should become an amendment to this contract. [Appendix II to § 200]
- 16.9** Either party may terminate the contract without cause. The party terminating the contract without cause shall give no less than sixty (60) days written notice to the other party of its intention to terminate the contract without cause.
- 16.10** The right of termination referred to in this contract is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity. If the FSMC breaches a material provision of the contract and fails to cure such breach within sixty (60) days after receiving written notice of such breach the SFA may elect to pursue any available legal, contractual or administrative remedy or the following sanctions: (i) for a first violation, a written reprimand; (ii) for a second violation, a \$500.00 penalty; and (iii) for a third violation, a \$1,000.00 penalty. For the purposes of the foregoing, a single violation means an event of the same or similar kind, without regard for the duration or number of personnel, equipment, students or meals involved. [Appendix II to § 200 (A)]
- 16.11** The FSMC shall ensure, upon termination or completion of contract, the SFA is provided with the following documents in accordance with 7 CFR 210.23(c) or the SFA's established record retention timeframe, whichever is greater: production records, menus, all documents to support monthly claims, all documents to support the use of USDA Foods, professional development training records, CEP data, PLE Tool data, all documents related to free/reduced meal application process including certification and verification (if applicable), and access to any documents and or recipes requested for an administrative review.
- 16.12** A waiver of any failure under this contract shall neither be construed as, nor constitute a waiver of, any subsequent failure. This contract supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendices referred to herein are made part of this contract by the respective references to them. This contract may be executed in several counterparts, each of which shall be deemed an original.

- 16.13 The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the contract. The parties must mutually agree, in a written document signed by both parties and attached to this contract, to amend, add, or delete an Article or Appendix. Any amendment to this contract shall become effective at the time specified in the amendment once approved by the CSDE and executed by both parties.
- 16.14 Notification of Termination. The CSDE shall be notified immediately of termination action and reason for termination.
- 16.15 The parties agree that the terms of this contract shall be in accordance with the RFP published by the Newtown Board of Education and any amendments to the RFP, and the proposal submitted by the FSMC which are kept on file at the Board of Education Office and through this reference, are incorporated into this contract. In the event that contradictory statements are contained in the RFP, the FSMC proposal, and this contract, the following order of precedence shall apply: contract, RFP, FSMC proposal.

SECTION XVII: Special and General Conditions

17.1 Confidential/Proprietary Information

- A. The FSMC and SFA shall designate any information they consider confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents which it regularly uses in the operation of their business or which they develop independently during the course of this contract. Information so designated and identified shall be treated as confidential by the FSMC and SFA, and the FSMC and SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. [2 CFR § 200.315]
- B. The FSMCs shall identify any specific information which the FSMC is claiming should not be disclosed to the public, along with a citation to the applicable provision of the Connecticut Freedom of Information Act or other applicable statute on which the FSMC is basing its claim of confidentiality or non-disclosure. Information marked as "not to be disclosed to the public" must meet the standards set forth in the Freedom of Information Act. Provided that nothing herein shall be construed to relieve any SFA or the CSDE from its obligations under any applicable freedom of information laws or other legal obligations concerning document disclosure, including, but not limited to, civil discovery demands. In the event a request for information/documentation is made pursuant to the Connecticut Freedom of Information Act (or other applicable statute or regulation), and the FSMC objects to the release of the requested information, the FSMC shall bear all reasonable costs and fees incurred in asserting such objection.

- 17.2 Student Data Privacy (Public Act No. 16-189) See document within Exhibit M. In performance of this contract, the FSMC and SFA must complete and submit it to be in compliance with the Student Data Privacy Act (Public Act No. 16-189).
- 17.3 The FSMC will comply with any Special and General Conditions attached hereto and in all respects made a part of this RFP. The RFP is incorporated and made a part of the contract. In the event of a conflict between the terms of the contract and the RFP, the terms of the contract shall prevail.
- 17.4 The FSMC shall adhere to all applicable laws, especially all Pure Food laws, and all related regulations prescribed by the Federal Government, the state of Connecticut, and the local department of health. The FSMC will comply with the rules and regulations as set up by the SFA and with state and/or own laws, etc., covering and controlling food services at the facilities.
- 17.5 No alterations, changes or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the SFA with the final decision as to the alterations, changes or improvements reserved solely for the SFA.
- 17.6 Notice/Communication: Any notice or communication required or permitted under this contract shall be in writing and shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:
- A. Notices to the SFA:
Newtown Public Schools
Attn: Tanja Vadas, Director of Business & Finance
3 Primrose Street
Newtown, CT 06470
 - B. Notices to the FSMC:
Compass Group USA, Inc., by and through its chartwells Division
ATTN: CEO, Chartwells K12
2 International Drive
Rye Brook, NY 10573
- And
- Compass Group USA, Inc.
ATTN: General Counsel
2400 Yorkmont Road
Charlotte, NC 28217

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

SO AGREED:

CEO, Chartwells

Signature of Food Service Management Company's Authorized Representative
Belinda Oakley

Title

Date

Printed Name of Food Service Management Company's Authorized Representative

Board of Education, Chair

Signature of School Food Authority's Authorized Representative
Deborra Zukowski

Title

Date

Printed Name of School Food Authority's Authorized Representative

Schedule A
Cost Responsibility Survey

FOOD

	FSMC	SFA
Food Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Processing of Invoices	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Payment of Invoices	<input checked="" type="checkbox"/>	<input type="checkbox"/>
USDA Administrative Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>
USDA Processing Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>
USDA Delivery Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>

LABOR

	FSMC	
	EMPLOYEES	
Payment of Hourly Regular Full-Time Wages	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Payroll Taxes of Hourly Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fringe Benefits and Insurance of Hourly Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Preparation of Hourly Employees' Payroll	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Processing of Hourly Employees' Payroll	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation for Hourly Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ADDITIONAL ITEMS

China/Silver/Glassware - Original Purchase to Inventory Level Required for Operation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
China/Silver/Glassware - Replacement During Operation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone - Local	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone - Long Distance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Removal of Trash and Garbage from Kitchen	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Removal of Trash and Garbage from Premises	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Replacement of Expendable Equipment (Pots, Pans, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Replacement of Non-Expendable Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Products and Public Liability Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cost of Repairing Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Uniforms	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Local Travel (Intra-District and Banking Reimbursement)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUPPLIES

FSMC

SFA

- Detergent and Cleaning Supplies
- Paper Supplies
- Menu Paper and Printing
- Postage
- Taxes/Licenses
- Pest control
- Utilities

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

CLEANING

- Ceiling, Light Fixtures and Fans
- Dishwashing
- Equipment
- Hoods
- Floors
- Rest Rooms
- Vent from Hoods to Outside
- Walls
- Kitchen/Serving Area Equipment
- Cafeteria/Serving Area Equipment
- Dining Area/Tables and Chairs

<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Schedule B
Procurement Specifications

<u>PRODUCT</u>	<u>MINIMUM REQUIREMENTS</u>
Dairy Products	Grade A
Meat	USDA Grade Choice
Fish	U.S. Government Inspected
Poultry	USDA Grade A
Canned Fruits & Vegetables	U.S. Grade A Choice
Fresh Fruits & Vegetables	U.S. No. 1 Grade
Frozen Fruit & Vegetables	USDA Grade A
Bread	Packaged bread and buns to be manufacturer dated for freshness
Milk	Grade A
Ice Cream	Grade A
See Exhibit Q Product Formulation Statements	
Ham	Boar's Head - Item Code 103 or equivalent
Roasted Turkey Breast	Boar's Head - Item Code 421 or equivalent
Roasted Chicken Breast	Boar's Head - Item Code 440 or equivalent
See Additional Schedule B Addendum 1	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement

FARM TO SCHOOL GEOGRAPHIC PREFERENCE: within 150 miles from the center of Newtown	
<u>SPECIFIC PRODUCTS</u>	<u>MINIMUM REQUIREMENTS</u>
Apples	U.S. No 1 or equivalent
Pears	U.S. No 1 or equivalent
Carrots	U.S. No 1 or equivalent
Potatoes	U.S. No 1 or equivalent
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement

**Schedule C
Meal Price List**

SCHEDULE C PRICE LIST 2019-20								
<i>SCHOOL</i>	<i>BREAKFAST</i>		<i>LUNCH</i>		<i>MILK</i>	<i>ADULTS</i>		
	<i>REDUCED</i>	<i>PAID</i>	<i>REDUCED</i>	<i>PAID</i>		<i>BREAKFAST</i>	<i>LUNCH</i>	<i>MILK</i>
ELEMENTARY SCHOOLS:	N/A	N/A	\$0.40	\$3.10	\$0.65	N/A	\$4.75	N/A
MIDDLE SCHOOLS:	N/A	N/A	\$0.40	\$3.35/\$4.50	\$0.65	N/A	\$4.75	N/A
HIGH SCHOOLS:	\$0.30	\$2.45	\$0.40	\$3.60/\$4.50	\$1.00	\$2.50	\$4.75	N/A

Schedule D
Reimbursement Rates

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

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

	<u>Regular Rates</u>	<u>Severe Need Rates*</u>
Paid	.35	.37
Reduced	3.26	3.28
Free	3.66	3.66

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

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

	<u>Regular Rates</u>	<u>Severe Need Rates*</u>
Paid	.33	.33
Reduced	1.67	2.05
Free	1.97	2.35

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

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

	<u>Rates</u>
Paid	.09
Reduced	.50
Free	1.00

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

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

5. Performance Based Cash Assistance (previously noted as Six Cents Certification): \$0.07

This district IS Performance Based Cash Assistance (six cent certified)

6. CT Effective USDA Foods Rate: \$.3975

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

This district IS healthy food certified and WILL continue to be certified.

Schedule E

Schedule E Financial Schedules Operating Statement

PROJECTED REVENUE

Cafeteria Sales: (Lunch)

Student Paid Meals:			
	88,605 Elementary Schools	@\$3.10	= \$274,676
	78,731 Middle Schools	@\$3.35/\$4.50	= \$299,968
	49,389 High Schools	@\$3.60/\$4.50	= \$195,580
Student Reduced Price:			
	14,426 District-wide	@\$0.40	= \$ 5,770
Student a la Carte:		@\$ _____	= \$ 535,401
Adult Lunches:		@\$ _____	= \$ 26,533
Adult a la Carte:		@\$ _____	= \$14,155
		Lunch Sales	= \$1,352,083(a)

Cafeteria Sales: (Breakfast)

Student Paid Meals:			
	_____ Elementary Schools	@\$ _____	= \$ _____
	_____ Middle Schools	@\$ _____	= \$ _____
	25,380 High Schools	@\$ 2.45	= \$ 62,181
Student Reduced Price:			
	4,320 District-wide	@\$0.30	= \$ 1,296
		Breakfast Sales	= \$ 63,477(b)

Special Functions:

Catering		\$ 25,000
Bank Interest		\$ _____
Other Income		\$ _____
Other Income		\$ _____
	Other	\$ 25,000(c)

Total Sales:

	Other (a+b+c)	\$1,440,560(A)
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Projected Reimbursements

Projected Reimbursement Federal & State (Lunch)				
	216,726 Paid Meals	@\$0.56	=	\$121,367
	14,426 Reduced Price	@\$3.47	=	\$ 50,058
	49,710 Free	@\$3.87	=	\$192,378
Subtotal Lunch Reimbursement				\$363,803(a)
<i>Include State Reimbursement, Performance-Based Cash Assistance, and healthy Food Certification</i>				
Projected Reimbursement Federal & State (Breakfast)				
	25,380 Paid Meals	@\$.33	=	\$ 8,375
	4,320 Reduced Price	@\$1.67	=	\$ 7,214
	15,840 Free	@\$1.97	=	\$ 31,205
Subtotal Breakfast Reimbursement				\$46,794(b)
Projected Reimbursement Federal (At Risk Afterschool Supper)				
	Free	@\$ _____	=	\$ _____ (c)
Total Income (A+B+C+D)				\$ _____
Projected Reimbursement Summer Federal & State (Lunch or Supper)				
	Free	@\$ _____	=	\$ _____
Subtotal Lunch Reimbursement				\$ _____ (d)
Projected Reimbursement Summer Federal & State (Breakfast)				
	Free	@\$ _____	=	\$ _____
Subtotal Breakfast Reimbursement				\$ _____ (e)
Projected Reimbursement Summer Federal (Snack)				
	Free	@\$ _____	=	\$ _____ (f)
Total Reimbursement (a+b+c+d+e+f)				\$410,597(B)

Projected Expenses

Food				
Student Lunches	280,861 Meals	@\$1.52	=	\$426,909
Student Breakfasts	45,540 Meals	@\$1.15	=	\$ 52,371
Adult Lunches	6,473 Meals	@\$1.88	=	\$ 12,169
Employee Lunches	Meals	@\$ _____	=	\$ _____
Districtwide a la Carte				\$245,406
Special Functions				\$ 10,500
Purchasing Rebates				(\$146,659)
USDA Donated Foods Value				(\$58,564)
Net Food Cost				\$542,132 (C)

Labor	
Hourly Wages: (Employee schedules, work hours and rates of pay must be attached)	
Administration/Clerical	\$ _____
Food Service Workers	\$519,273
Other _____	\$ _____
Other _____	\$ _____
Salaries: (Employee schedules, work hours and rates of pay must be attached)	
Management	\$180,000
Other <u>Book Keeper</u>	\$49,096
Other Payroll Costs	
Employee Fringe Benefits	\$212,109
Other Expenditures	
Auto Allowance	\$9,931
Cafeteria Supplies (paper, cleaning, etc.)	\$79,991
Commodity Delivery	\$2,062
Depreciation	\$10,790
Equipment Rental	\$ _____
Insurance	\$13,999
Menu/Ticket Printing	\$4,990
Office Supplies	\$1,800
Performance Bond	\$734
Physicals	\$510
Promotions	\$12,195
Replacements	\$5,804
Stationary/Postage	\$2,000
Telephone	\$1,800
Uniforms/Laundry	\$7,000
Manuals	\$2,289
Miscellaneous	\$ _____
Training	\$9,723
Other	\$ _____
Other	\$ _____
Total Labor and Other Expenses	\$1,126,096(D)

Food Cost (Summer Program)			
Lunches or Suppers	_____ Meals	@ \$ _____	= \$ _____
Breakfasts	_____ Meals	@ \$ _____	= \$ _____
Net Food Cost			\$ _____ (E)

(This line should be used to score Price/Cost) Expense Total (C+D+E+F+G+H+I+J)	\$1,802,728
(This must be scored separately from Price/Cost) Profit/Loss (subsidy)	\$48,429
Price Per Meal	\$3.99

Total Number of Reimbursable Meals
**Annualized a la Carte
Meal Equivalent = The total \$ value of a la carte and adult meals divided by the current free lunch reimbursement rate + per meal commodity foods reimbursement = \$4.06
Meal Equivalents: 1 Lunch, 1/2 Breakfast, 1/4 Snack
*Student Annualized Meals = the number of reimbursable meals + (the \$ amount of adult and a la carte sales) divided by (the current free lunch reimbursement rate + the per meal commodity [USDA Foods] reimbursement).
**In accordance with Section 18.6 of this RFP the Meal Equivalency Rate used in the Contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the commodity (USDA Foods) reimbursement rate.
Summer Performance Bond of 10% shall be based on total of Summer labor costs, food costs, other costs, management fee and administrative fee.

ADDENDUM NO. 1 TO FOOD SERVICE MANAGEMENT COMPANY CONTRACT

This ADDENDUM NO. 1 TO FOOD SERVICE MANAGEMENT COMPANY CONTRACT (“Contract Addendum”) is made as of this 10th day of August, 2022, by and between the NEWTOWN BOARD OF EDUCATION, the school food authority, hereinafter called the “SFA,” and COMPASS GROUP / CHARTWELLS, the food service management company, hereinafter called the “FSMC.”

In consideration of the mutual promises and covenants of the parties hereto, the SFA and the FSMC mutually agree as follows:

SECTION VIII: Employees

8.2 Add the following language at the end of this paragraph:

The SFA may request in writing that non-management food service employees be removed from providing services to the SFA and the reason why such employee shall be removed, provided any such request is not in violation of applicable employment law. The FSMC shall immediately remove such employee, in accordance with the FSMC’s personnel practices, and restructure the food service staff without disruption of service.

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

12.10 (L) This Section is amended to add the following:

Guaranteed. The FSMC guarantees a return of \$\$48,427.00 to the SFA for the 2022-2023 school year from the food service program (exclusive of cost of equipment repairs, maintenance, replacements, and smallwares). If the annual operating statement shows a profit less than \$\$48,427.00, the FSMC will reduce its fee by the difference between the actual and the guaranteed amount, but in no event shall the reimbursement obligation exceed \$\$134,500 (our administrative and management fees). The Guaranteed Return and the FSMC’s reimbursement obligation are based on the following conditions and assumptions. The Guaranteed Return to the SFA shall be reduced to account for increased cost or loss of revenue by FSMC if the following conditions are not met during the school year:

CONDITIONS:

- The continuing accuracy of information provided by the SFA in the RFP, including value of USDA foods; cash and/or reimbursement levels from State and Federal sponsors; the number of students eligible for free and reduced-price meals; and selling price of menu pattern meals and a la carte prices.
- Student enrollment of at least 3,933 and annual serving days for such students of at least 180 for elementary & Middle School and 163 for High School.

- No changes in legislation or regulation (e.g., minimum wages, fringe and benefits, taxes, unionization, etc.) that would impact cost of FSMC to provide the services.
- No strikes, work stoppages or school closings, and all make-up days due to inclement weather shall have at least equal sales revenue as a normal day of operation.
- Service hours, service requirements, type and number of facilities selling food and/or beverages on SFA premises remain constant throughout the school year. SFA shall limit the expansion of competitive food sales.
- All students will attend classes in-person on school grounds for the 2022-2023.

SECTION XV: Insurance

This Section is revised as follows:

- a. Deleting “accident” and replacing it with “occurrence” in line 1
- b. § 15.1 is amended by deleting “Comprehensive” and replacing it with “Commercial and General Liability”
- c. § 15.1(D) is amended by deleting “Broad Form”
- d. § 15.1(E) is amended by deleting this section in its entirety
- e. § 15.1(G) is amended by deleting this section in its entirety
- f. § 15.1 is amended by inserting “and in the aggregate. Minimum policy limits may be satisfied through a combination of primary, excess and/or umbrella policies.” after “\$1,000,000 Combined Single Limit”
- g. § 15.3(B) is amended by inserting “each accident/employee/policy limit”
- h. § 15.4 is amended by inserting “listed” before “additional” and deleting “and Workers’ Compensation (Employers’ Liability Only)”
- i. § 15.5 is amended by deleting this section and replacing it with “The SFA shall receive notification of cancellation of an applicable insurance policy in accordance with such policy’s terms and conditions.
- j. § 15.6 is amended by deleting this Section in its entirety and replacing it with the following:
To the extent permitted by state law, each party shall indemnify, defend and hold the other harmless from any and all losses, damages or expenses, including reasonable attorneys’ fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage or other injury or damage to the extent caused by the negligent act or omission of such party. Notification of an event giving rise to an indemnification claim (“Notice”) must be received by the indemnifying party within thirty (30) days following receipt of such claim and shall include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to and conditioned upon compliance with the Notice provisions hereunder.
- k. § 15.7 is deleted in its entirety as duplicative of prior sections.

MISCELLANEOUS

- A. Newtown Public Schools as the SFA will not accept, purchase, or install any version of "Market Coffee" that will be in violation of State Statute Section 10-221q".

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be signed by their duly authorized officers as of the day and year first above written.

Newtown Public Schools

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

By: _____

By: _____

Name: _____

Name:

Title: _____

Title: _____

Date: _____

Date: _____

OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS

The Newtown Board of Education recognizes that exposure to blood borne pathogens and other body fluids is a serious concern for its employees. To comply with the Occupational Safety and Health Act (OSHA) Blood borne Pathogens Standard, 29 CFR 1910, 1030, the Newtown Board of Education directs the Superintendent to implement procedures to reduce the risk of infection.

Adopted 11/10/92

Modified 7/11/94

Amended 10/10/95

Students

Health Assessments and Immunizations

The Board of Education recognizes the importance of periodic health assessments, including oral health assessments, according to state health regulations.

To determine the health status of students, facilitate the removal of disabilities to learning and find whether some special adaptation of the school program may be necessary, the Board of Education requires that students have health assessments.

The Board of Education adheres to those state laws and regulations that pertain to school immunizations and health assessments, including oral health assessments. It is the policy of the Board of Education to ensure that all enrolled students are adequately immunized against communicable diseases. The Board may deny continued attendance in school to any student who fails to obtain the health assessments required under C.G.S. 10-206, as may be periodically amended.

The Superintendent shall designate the school nurse to receive reports of health assessments and immunizations from health care providers.

Parents wishing their children exempted or excused from health assessments must request such exemption to the Superintendent of Schools in writing. This request must be signed by the parent/guardian.

~~Parents/guardians wanting their children excused from immunizations on religious grounds (prior to kindergarten entry and grade 7 entry) must request such exemption in writing to the Superintendent of Schools if such immunization is contrary to the religious beliefs of the child or of the parent/guardian of the child. The request must be officially acknowledged by a notary public or a judge, a clerk or deputy clerk of a court having a seal, a town clerk, a justice of the peace, a Connecticut licensed attorney.~~

It is the responsibility of the Principal to insure that each student enrolled has been adequately immunized and has fulfilled the required health assessments. The school nurse shall check and document immunizations and health assessments on all students enrolling in school and to report the status to the school principal. The school nurse shall also contact parents or guardians to make them aware if immunizations and/or health assessments are insufficient or not up-to-date. The school nurse will maintain in good order the immunization and health assessment records of each student enrolled.

Students

Health Assessments and Immunizations (continued)

Health Assessment for Interscholastic Sports

Health assessment is required for interscholastic participation in sports at the middle and high school level.

The health assessment for sports must be completed prior to the first training session of the sports season. Health assessments are valid for 13 months. Registration through the Family ID program must be completed by the parent of guardian prior to participation in each sport.

Students who are not in compliance with a valid health assessment, Family ID registration including permission from their parent/guardian will not be allowed to participate.

Note: P.A 18-168 requires boards of education to request that students have an oral health assessment prior to public school enrollment, in grade 6 or 7, and in grade 9 or 10. The legislation establishes related requirements on providers authorized to perform the assessments, parental consent assessment forms, and records access. The specifics are detailed in the administrative regulation pertaining to this policy.

(cf. 5111 - Admission)
(cf. 5141.31 - Physical Examinations for School Programs)
(cf. 5125 - Student Records)
(cf. 5125.11 - Health/Medical Records – HIPAA)
(cf. 5141 - Student Health Services)

Legal Reference: Connecticut General Statutes

- 10-204a Required immunizations (as amended by P.A. 15-174 and P.A. 15-242)
- 10-204c Immunity from liability
- 10-205 Appointment of school medical adviser
- 10-206 Health assessments (as amended by P.A.17-146 and PA 18-168)
- 10-206a Free health assessments
- 10-207 Duties of medical advisors
- 10-208 Exemption from examination or treatment
- 10-208a Physical activity of student restricted; board to honor notice
- 10-209 Records not to be public. Provision of reports to schools.
- 10-212 School nurses and nurse practitioners
- 10-214 Vision, audiometric and postural screenings. When required. Notification of parents re defects; record of results. (as amended by PA 17-146)

Students

Health Assessments and Immunizations

Legal Reference (continued)

Department of Public Health, Public Health Code, 10-204a-2a, 10-204a-3a, 10-204a-4

Section 4 of P.A. 14-231

Federal Family Educational Rights and Privacy Act of 1974 (section 438 of the General Education Provisions Act, as amended, added by section 513 of P.L. 93-568, codified at 20 U.S.C. 1232g)

42 U.S.C. 1320d-1320d-8, P.L. 104-191, Health Insurance Portability and Accountability Act of 1996 (HIPAA)

P.A. 17-146 “An Act Concerning the Department of Public Health’s Various Revisions to the Public Health Statutes,” Section 5, effective 10/1/17

PA 18-168 An Act Concerning the Department of Public Health’s Recommendations Regarding Various Revisions to the Public Health Statutes, Sections 7-9, 539 & 540

Students

Health Assessments and Immunizations

In accordance with Connecticut General Statutes 10-206, as amended, 10-204a, and 10-214, the following health assessment procedures are established for students in the district:

- 1) Proof of immunization shall be required prior to school entry. A "school-aged child" also includes any student enrolled in an adult education program that leads to a high school diploma. This immunization verification is mandatory for all those newly entering the district ~~new school enterers~~ and must include complete documentation of those immunizations requiring a full series. Documentation of immunizations must include all immunizations as outlined on the **“Immunization Requirements for Enrolled Students in Connecticut Schools.”**

Click here for list:

[CT School Immunization Requirements](#)

- Immunization requirements are satisfied if a student:
 - (i) presents verification of the above mentioned required immunizations;
 - (ii) presents a certificate from a physician, physician assistant, advanced practice registered nurse or a local health agency stating that initial immunizations have been administered to the child and additional immunizations are in process;
 - (iii) presents a certificate from a physician stating that in the opinion of the physician immunization is medically contraindicated in accordance with the current recommendation of the National Centers for Disease Control and Prevention Advisor Committee on Immunization Practices because of the physical condition of the child;
 - ~~(iv) presents a written statement officially acknowledged by a notary public or a judge, family support magistrate, clerk/deputy clerk of a court having a seal, a town clerk, a justice of the peace, a Connecticut licensed attorney or from the parents or guardian of the child that such immunization would be contrary to religious beliefs of the child or his/her parents/guardians;~~
 - (v) he/she has had a natural infection confirmed in writing by a physician, physician assistant, advanced practice registered nurse or laboratory.

Health assessment and health screening requirements are waived if the parent legal guardian of the student or the student (if he or she is an emancipated minor or is eighteen years of age or older) notifies the school personnel in writing that the parent, guardian or student objects on religious grounds. (CGS 10-204a)

Students failing to meet the above requirements shall not be allowed to attend school.

Students

Health Assessments and Immunizations (continued)

- 2) A physical examination including blood pressure, height, weight, hematocrit or hemoglobin, and a chronic disease assessment which shall include, but not be limited to, asthma and which must include public health related screening questions for parents to answer and other screening questions for providers and screenings for hearing, vision, speech, gross dental and posture shall be required for all those newly entering the district ~~new school enterers~~, and students in grade 6 and grade 9 or 10. This health assessment must be completed either prior to school entry or 30 calendar days after the beginning of school for those newly entering the district ~~new school enterers~~. This assessment must be conducted within the school year for students in grade 6 and grade 9. Parents of students in grade 6 and grade 9 shall be notified, in writing, of the requirement of a health assessment and shall be offered an opportunity to be present at the time of assessment.

The assessment shall also include tests for tuberculosis, sickle cell anemia or Cooley's anemia and test for lead levels in the blood when the Board of Education, after consultation with the school medical advisor and the local health department, determine such tests are necessary.

A test for tuberculosis, as indicated above, is not mandatory, but should be performed if any of the following risk factors prevail:

1. birth in a high risk country of the world (per WHO list of TB high burden countries) and do not have a record of a TST (tuberculin skin test) or IGRA (interferon-gamma release assay) performed in the United States.
2. travel to a high risk country staying at least one week with substantial contact with the indigenous population since the previously required examination;
3. extensive contact with persons who have recently come to the United States from high risk countries since the previously required examination;
4. contact with persons suspected to have tuberculosis; or
5. lives with anyone who has been in a homeless shelter, jail or prison, uses illegal drugs or has HIV infection.

Health assessments completed within one calendar year of new school entry or grades 6 or grade 9 will be accepted by the school system. Failure of students to satisfy the above mentioned health assessment timeliness and/or requirements shall result in exclusion from school.

- 3) Parents or guardians of students being excluded from school due to failure to meet health assessment requirements shall be given a thirty calendar day notice in writing, prior to any effective date of school exclusion. Failure to complete required health assessment components within this thirty-day grace period shall result in school exclusion. This exclusion shall be verified, in writing, by the Superintendent of Schools or his/her designee. Parents of excluded students may request administrative hearing of a health assessment-related exclusion within five days of final exclusion notice. An administrative hearing shall be conducted and a decision rendered within fifteen calendar days after receipt of request. A subcommittee of the Board of Education shall conduct an administrative hearing and will consider written and/or oral testimony offered by parents and/or school officials.

Students

Health Assessments and Immunizations (continued)

- 4) Health screenings shall be required for all students according to the following schedule:

Vision Screening	Grades K, 1, 3, 4, 5
Audiometric Screening	Grades K, 1, 3, 4, 5
Postural Screening	Grades 5 and 7 for female students Grades 8 or 9 for male students

The school system shall provide these screening to students at no cost to parents. Parents shall be provided an annual written notification of screenings to be conducted. Parents wishing to have these screenings to be conducted by their private physician shall be required to report screening results to the school nurse.

(Health assessments may be conducted by a licensed physician, advanced practice registered nurse, **registered nurse**, physician assistant or by the School Medical Advisor.)

- 5) Parents of students failing to meet standards of screening or deemed in need of further testing shall be notified by the Superintendent of Schools. A written notice shall be given to the parent/guardian of each student who is found to have any defect of vision or disease of the eyes, with a brief statement describing such defect or disease and a recommendation for the student to be examined by a licensed optometrist or licensed ophthalmologist. A written statement shall also be provided to the parent/guardian of any student who did not receive the vision screening with a brief statement explaining the reason.

Students eligible for free health assessments shall have them provided by the health services staff. School District may refer student to local health resources to provide free assessments.

- 6) Health records shall be maintained in accordance with Policy #5125.
- 7) All candidates for all athletic teams shall be examined annually by a legally qualified practitioner of medicine.

No candidate will be permitted to engage in either a practice or a contest unless this requirement has been met, and he or she has been declared medically fit for athletics.

An athlete need not be re-examined upon entering another sport unless the coach requests it.

If a student is injured, either in practice, a contest, or from an incident outside of school activities that requires him or her to forego either a practice session or contest, that student will not be permitted to return to athletic activity until a legally qualified practitioner of medicine examines the student and pronounces him/her medically fit for athletics.

Students

Health Assessments and Immunizations (continued)

Oral Health Assessments

Parents are encouraged to have oral health assessments for their child(ren) prior to public school enrollment, in grade 6 and in grade 9. Such assessment may be conducted by a dentist, dental hygienist, physician, physician assistant (PA), or an advanced practice registered nurse (APRN), if he or she is trained in conducting such assessments as part of a DPH-approved training program. When conducted by a dentist the oral assessment must include a dental examination. If another such provider conducts the assessment, it must include a visual screening and risk assessment.

Parent/guardian consent is required prior to the oral health assessment. The assessment is to be made in the presence of the parent/guardian or another school employee. The parent/guardian must receive prior written notice and have a reasonable opportunity to opt his/her child out of the assessment, be present at the assessment, or provide for the assessment himself or herself.

A child's public school enrollment continued attendance shall not be denied for his/her failure to receive the oral health assessment.

The District may host a free oral health assessment event at which a qualified provider performs such oral health assessments. Parents/guardians will be given prior notice of such a free screening event providing the parents/guardians the opportunity to opt their children out of the assessment event. If the parent/guardian does not do so, the child must receive an assessment free of charge. The child is prohibited by the legislation from receiving any dental treatment as part of the assessment event without the parent's/guardian's informed consent.

The results of an oral health assessment shall be recorded on forms supplied by the State Board of Education. The provider performing the assessment must completely fill out and sign the form. Recommendations by the provider shall be in writing. For any child who receives an oral health assessment, the results must be included in the child's cumulative health record.

Appropriate school health personnel shall review the assessment results. If it is determined that a child needs further testing or treatment, the Superintendent shall give written notice to the child's parent/guardian and make reasonable efforts to ensure that further testing or treatment is provided. Such efforts include determining whether the parent/guardian obtained the necessary testing or treatment for the child and, if not, advising the parent or guardian on how to do so. The results of the further testing or treatment must be recorded on the assessment forms and reviewed by school health personnel.

As with other school health assessments no records of oral health assessments may be open to public inspection; and each provider who conducts an assessment for a child seeking to enroll in a public school must provide the assessment results to the school district's designated representative and a representative of the child.

Students

Health Assessments and Immunizations

Legal Reference: Connecticut General Statutes

- 10-204a Required immunizations (as amended by P.A. 15-174 and P.A. 15-242)
- 10-204c Immunity from liability
- 10-205 Appointment of school medical adviser
- 10-206 Health assessments (as amended by June Special Session PA 01-4, PA 01-9, PA 05-272, PA 07-58 and PA 18-168)
- 10-207 Duties of medical advisers
- 10-206a Free health assessments (as amended by June Special Session PA 01-1)
- 10-208 Exemption from examination or treatment
- 10-208a Physical activity of student restricted; board to honor notice
- 10-209 Records not to be public. Provision of reports to schools.
- 10-212 School nurses and nurse practitioners
- 10-214 Vision, audiometric and postural screenings. When required. Notification of parents re defects; record of results, as amended by PA 17-173

Department of Public Health, Public Health Code, 10-204a-2a,10-204a-3a and 10-204a-4

Regulation approved: July 9, 2019

NEWTOWN PUBLIC SCHOOLS
Newtown, Connecticut

Wellness Links:

List of High Risk Tuberculosis Countries:

<http://apps.who.int/ghodata/?vid=500>

State of Connecticut Department of Education Health Assessment Record:

<https://portal.ct.gov/-/media/SDE/School-Nursing/Forms/HAR3.pdf>

**Board of Education
Newtown, Connecticut**

Minutes of the Board of Education special meeting held on July 11, 2022 at 6:30 p.m. in the Board of Education Conference Room, 3 Primrose Street.

D. Zukowski, Chair
J. Vouros, Vice Chair
D. Ramsey, Secretary
D. Cruson
J. Kuzma
J. Larkin

Ms. Zukowski called the meeting to order at 6:28 p.m.

Item 1 – Pledge of Allegiance

Mrs. Kuzma moved that the Board of Education go into executive session to interview Board of Education candidates. Mr. Cruson seconded. Motion passes unanimously.

Item 2 – Executive Session

Executive session began at 6:30 p.m. The Board members interviewed candidates.

Motion: Mrs. Larkin moved to adjourn. Mr. Cruson seconded. Motion passes unanimously.

Item 3 – Adjournment

The meeting adjourned at 8:43 p.m.

Respectfully submitted:

Donald Ramsey
Secretary

**Please Note: These minutes are pending Board approval.
Board of Education
Newtown, Connecticut**

Minutes of the Board of Education meeting held on July 12, 2022 at 6:15 p.m. in the Council Chambers, 3 Primrose Street.

D. Zukowski, Chair	C. Melillo
J. Vouros, Vice Chair	A. Uberti
D. Ramsey, Secretary	T. Vadas
D. Cruson	2 Staff
J. Kuzma	1 Public
J. Larkin	1 Press

Ms. Zukowski opened the meeting.

MOTION: Mr. Vouros moved that the Board of Education go into executive session to interview a Board of Education candidate and for the discussion on the Director of Facilities contract and invite Superintendent Melillo for the contract discussion. Mr. Cruson seconded. Motion passes unanimously.

Item 1 – Executive Session

Executive session began at 6:19 p.m. and ended at 7:05 p.m.

Ms. Zukowski called the meeting to order at 7:22 p.m.

Item 2 – Action on Director of Facilities Contract

Mr. Melillo spoke about adding an annuity to Bob Gerbert's contract.

MOTION: Mr. Vouros moved that the Board of Education approve the Director of Facilities contract as recommended by the Superintendent. Mr. Ramsey seconded. Motion passes unanimously.

Ms. Zukowski noted that Mr. Gerbert was a valuable member of our district and community.

Item 3 – Discussion and Possible Appointment of Director of Teaching and Learning

MOTION: Mr. Vouros moved that the Board of Education endorse both the process and the appointment of Kara DiBartolo as the Superintendent's recommended candidate for the position of Director of Teaching and Learning. Mr. Cruson seconded.

Mrs. Uberti reported on the search committee which interviewed seven candidates and moved two to interview with her and Mr. Melillo. She was our clear choice and is a high quality person. Mr. Ramsey was on the committee and feels she is a tremendous gift to our educators with her personality and level of expertise

Ms. Zukowski welcomed Mrs. DiBartolo and looked forward to working with her.

Motion passes unanimously.

Item 4 – Consent Agenda

MOTION: Mr. Vouros moved that the Board of Education approve the consent agenda which included the correspondence report. Mrs. Kuzma seconded. Motion passes unanimously.

Item 5 – Public Participation

Item 6 – Reports

Superintendent's Report: Mr. Melillo thanked the Newtown community for welcoming him to this position. He has recognized that this community is strong and wants to hear from everyone to be sure our students get what they need. He spoke about energy conservation and was looking to bring in Cenergistics to help lower energy consumption. He will present this to the Board and also work with the Town's Energy Commission.

The Hawley project is on target, the turf field at the high school should be done on time and the Head O'Meadow gym floor is complete. He has been in contact with All-Star regarding hiring bus drivers and will ride with students on the first day of school. We hired Jim Ross as principal of the middle school and Kara DiBartolo as Director of Teaching and Learning. Kara comes to us from the Sherman public schools, holds four certifications, is an adjunct professor at Sacred Heart, and is a Bethel Board of Education member. She is a team player and will fit well with his administrative team. Mr. Melillo has open office hours every Wednesday from 7:30 to 9:00 a.m. and also has a twitter account - SuperNewtown.

Committee Meetings:

There were no committee meetings to report.

Mrs. Kuzma, as the Reed liaison, reported on the library book sale. The Hawley move is underway and she met with Mr. Moretti to go over the logistics.

Chair Report:

Ms. Zukowski reported on the great accomplishment of those involved in the NASA images taken by the James Webb Space Telescope. We are also celebrating our new Superintendent who has accomplished a great deal in filling two key administrative positions and meeting with many individuals and groups. A short reception followed.

Item 7 – Old Business

Item 8 – New Business

2022-2023 Budget Adjustments:

MOTION: Mr. Vouros moved that the Board of Education approve the 2022-2023 budget adjustments. Mr. Ramsey seconded.

Mrs. Vadas went over budget adjustments which total \$916,541 bringing the total budget amount to \$82,134,639 which is a 3.06% increase.

Motion passes unanimously.

BOE Vacancy:

MOTION: Mr. Vouros moved that the Board of Education appoint Alison Plante as the new member of the Board of Education. Mrs. Kuzma seconded.

Ms. Zukowski thanked all five candidates and welcomed Alison Plante to our Board of Education team.

Mrs. Larkin welcomed Mrs. Plante and said it was a very enjoyable process.

Mr. Vouros thanked the candidates who came forward to fill this position. It was rewarding to know there are a number of people who want to take this responsibility and looks forward to working with Mrs. Plante.

Mrs. Kuzma thanked everyone who applied and are invested in the town. She welcomed Mrs. Plante and looks forward to working with her.

Mr. Ramsey also welcomed Mrs. Plante and thanked the candidates and was grateful to have her on the Board.

Ms. Zukowski said Mrs. Plante has skills and experience that will serve our district well and has demonstrated honesty, integrity, critical thinking, team spirit and a willingness to engage in hard conversations.

Motion passes unanimously,

Standing Committee Assignments:

MOTION: Mr. Vouros moved that the Board of Education approve the revised 2022 Standing Committee Assignments. Mrs. Larkin seconded.

Ms. Zukowski recommended the following committee assignments.

CFF Committee will include Mrs. Larkin as Chair, Mrs. Plante and Ms. Zukowski
Communications stays as is with Mr. Ramsey as Chair, Mr. Cruson and Mrs. Kuzma
Curriculum and Instruction stays as is with Mr. Vouros as Chair, Mrs. Larkin and Mr. Ramsey
Diversity, Equity and Inclusion with Mrs. Plante as Chair, Mr. Cruson and Ms. Zukowski
Policy as is with Mr. Cruson as Chair, Mrs. Kuzma and Ms. Zukowski
Social Emotional Health and Wellness as is with Mrs. Kuzma as Chair, Mrs. Larkin and Mr. Ramsey

Mr. Cruson didn't feel we could do this tonight because our policy states standing committees are made up of Board members and Mrs. Plante hasn't been sworn in.

After some discussion regarding Policy 9130 and the suggested suspension of that policy, Mr. Ramsey suggested the possibility of approving the committees pending Mrs. Plante being sworn in.

MOTION: Mr. Ramsey moved to amend the motion to add "pending the swearing in of Ms. Plante with the Town Clerk." Mrs. Larkin seconded.

Motion for amendment passes unanimously.

Motion as amended passes unanimously.

Authorized Signatures Change for the ED-099:

MOTION: Move that the Board of Education approve Superintendent Christopher Melillo and Director of Business Tanja Vadas as the Authorized Signatures for the ED-099 Agreement for Child Nutrition Programs. Mrs. Larkin seconded. Motion passes unanimously.

Authorization of Signatures:

MOTION: Mr. Vouros moved that the Board of Education authorize Superintendent Christopher Melillo and Director of Business Tanja Vadas to execute agreements, to apply for grants or to sign other documents as may be necessary in the normal course of the school system's business, including documents that support the adopted budget or that implement the Board's established policies or programs. Mrs. Kuzma seconded. Motion passes unanimously.

Minutes of June 21, 2022:

MOTION: Mr. Vouros moved that the Board of Education approve the minutes of June 21, 2022.

Mr. Cruson seconded. Motion passes unanimously.

Minutes of June 24, 2022:

MOTION: Mr. Vouros moved that the Board of Education approve the minutes of June 24, 2022.

Mr. Cruson seconded. Vote: 5 ayes, 1 abstained (Ms. Zukowski) Motion passes.

Item 9 – Public Participation

MOTION: Mr. Cruson moved to adjourn. Mr. Vouros seconded. Motion passes unanimously.

Item 10 – Adjournment

The meeting adjourned at 8:12 p.m.

Respectfully submitted:

Donald Ramsey
Secretary