

**FOOD SERVICE MANAGEMENT COMPANY**  
**AGREEMENT**

**Between The Newport Public Schools and Sodexo Operations, LLC**

**AGREEMENT NUMBER**

21190

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## FOOD SERVICE MANAGEMENT AGREEMENT

This Management Agreement (Agreement) is made and entered into as of this 1st day of July, 2009, by and between Newport Public Schools the Local Education Authority (LEA) and Sodexo Management, Inc.(Sodexo Operations, LLC), the Food Service Management Company (FSMC).

### ARTICLE 1 PURPOSE OF AGREEMENT

- 1.1 **PURPOSE OF AGREEMENT:** The Agreement sets forth the terms and conditions upon which the LEA retains the FSMC to manage and operate Food Service for the LEA.
- 1.2 **INDEPENDENT CONTRACTOR:** The FSMC shall be an independent contractor and shall retain control over its employees and agents. Nothing in this Agreement shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.
- 1.3 **REGULATIONS AND ACCESS:** The LEA will supervise and monitor the FSMC's daily operation of the Food Service with respect to all matters (including working conditions for the Food Service employees and safety, sanitation, and maintenance of the Food Service facilities). The LEA will make reasonable regulations with regard to all such matters, and shall give the FSMC written notice thereof. The LEA's authorized representatives shall have access to the Premises at all times.
- 1.4 **CONFIDENTIALITY:** The parties agree to maintain as confidential any material relating to this Agreement for which confidentiality may properly be claimed under R.I.G.L. 38-2-1, et seq. (Access to Public Records Act) including, but not limited to, trade secrets, proprietary information, commercial, or financial information.

### ARTICLE 2 DEFINITIONS

- 2.1 **Accounting Period**-A period of a calendar month, twelve (12) of which constitute an accounting year.
- 2.2 **Charges**-Fees not included in General Support Services Fee or Management Services Fee (if applicable.) Detailed breakdowns of what is included in additional charges and the actual fee(s) are provided in Article 7.4 (if applicable).
- 2.3 **Child Nutrition Programs (CNPs)**-National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program (ASSP), Special Milk Program (SMP), Summer Food Service Program (SFSP), Child and Adult Care Food Program (CACFP).
- 2.4 **Contract Year**- July 1, 2009-June 30, 2010.

2.5 Food Service-The preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises. The Food Service may include the NSLP, SBP, ASSP, SMP, SFSP, CACFP, a la carte food service, and other sales.

2.6 General Support Services Fee-A fee imposed for General Support Services provided. A detailed breakdown of what is included in the General Support Services are provided in Article 7.2A and the actual fee is provided in Article 7.2B

2.7 Management Services Fee-A fee imposed for Management Services provided. A detailed breakdown of what is included in the Management Services Fee are provided in Article 7.3A and the actual fee is provided in Article 7.3B

2.8 Meal Equivalent-The result of dividing the total of Net Sales exclusive of reimbursable meals but inclusive of cash for adult meals, a la carte food and beverage sales, milk program reimbursements, and any other special functions or meal sales by \$2.501176006. (See Meal Equivalent Determination-Article 6.6.) Reimbursable meals will be determined by actual count as follows: One lunch equals one lunch; two breakfasts equals one lunch; four after school snacks equals one lunch.

2.9 Net Sales-All sales of food, beverages, goods, merchandise, and services in the Food Service operation excluding sales and use taxes.

2.10 Non-Program Expenses-Certain expenses paid directly by the LEA and not included in calculating the Food Service Program Surplus. (See Article 7.6)

2.11 Operating expenses-All costs and expenses incurred in connection with the Food Service operation including, but not limited to, the following:

2.11 A. The invoiced amounts to the FSMC of goods, including food, beverages, merchandise, and supplies.

2.11 B. Labor, including salaries, wages, taxes, benefits, retirement plans and the cost of administering such plans and services.

2.11 C. Other costs and expenses including, but not limited to, the following: amortization or depreciation of equipment, charges for insurance maintained pursuant to the Agreement, sales, use, and other taxes related to the purchases made for the LEA (other than taxes collected and remitted directly by the FSMC to a taxing authority), costs of licenses, permits, armored car services, uniforms and linen, smallwares, repair and maintenance of equipment, and other items purchased on behalf of the Food Service operation.

2.12 Pattern Meals-Reimbursable Meals-A breakfast, lunch, and snack eligible for Federal reimbursement

2.13 Premises-LEA's Food Service facilities. Schedule B

2.14 SA-State Agency

2.15 Surplus-The excess of Net Sales over the total of Operating Expenses, General Support Services Fees, and Management Services Fees and other Charges (if applicable).

### ARTICLE 3 TERM AND EXCLUSIVITY

3.1 **CONTRACT DURATION:** The Term of the Agreement is one (1) year, commencing on July 1, 2009 and continuing until June 30, 2010. The Agreement is renewable for four (4) one (1) year terms upon mutual agreement of the parties, unless terminated earlier as hereinafter provided.

3.1 A. An unsigned copy of the Agreement and a copy of the RFP will be submitted no later than June 1, 2009, to RIDE's Office of Finance, Nutrition Programs for their review and approval. After approval, a signed copy of the Agreement will be submitted no later than June 30, 2009 to the above office.

3.1 B. An unsigned copy of the Agreement Renewals will be submitted no later than May 1<sup>st</sup> of each successive year, to RIDE's Office of Finance, Nutrition Programs for their review and approval. After approval, a signed copy of the Agreement Renewal will be submitted no later than June 30<sup>th</sup> of each successive year.

3.1 C. Expiration of the Agreement or the current Agreement Renewal prior to execution of the new Agreement Renewal will require a re-bid.

3.1 D. LEA and FSMC agree to participate in a Common Goals Session within sixty (60) days of the commencement of Services in accordance with Schedule I. During the second half of each school year, LEA and FSMC agree to participate in an Annual Expectations Meeting throughout the term of this Agreement in accordance with Schedule J.

FSMC shall present no less than bi-annually a verbal and written program update to the Superintendent.

Financial and performance guarantees are contingent on the activities described in this section being fulfilled by the parties.

3.2 **FOOD SERVICE EXCLUSIVE:** LEA grants the FSMC the exclusive right to operate the nonprofit food service on or from the Premises. For school functions that are not part of the nonprofit food service, the FSMC shall have first option to provide food service.

### ARTICLE 4 LEA RESPONSIBILITY

4.1 **CONTRACT DOCUMENTS:** Retains the responsibility for preparing all contract documents. These documents include, but are not limited to, bid specifications, the Invitation for Bid or the Request for Proposal, and the FSMC Agreement.

4.2 **CONFORMANCE WITH AGREEMENT:** Ensures that the food service is operated in conformance with the LEA's agreement under the program. All contractual agreements entered into in connection with the school nutrition programs rests with the LEA.

4.3 **MONITORING RESPONSIBILITIES:** Monitors the food service operation through periodic on-site visits to ensure that the food service is in conformance with program regulations, and program review and audit findings are resolved. The LEA has procedures in place to monitor the FSMC's compliance with the contract and the LEA maintains documentation of its monitoring, any corrective action required, and whether corrective action was implemented.

4.4 **CONTROL OF FOOD SERVICE:** While the LEA may want to consider FSMC recommendations, the LEA retains control of the quality, extent, and general nature of its food service.

4.4 A. Retains control of the nonprofit school food service account and overall financial responsibility for the nonprofit school nutrition programs.

4.4 B. Establishes prices (and price adjustments) for all meals served under the nonprofit school food service account (e.g., pricing for reimbursable meals, a la carte food service including vending machine items, and adult meals, as applicable).

4.4 C. Conveys menu adjustment requirements to the FSMC and monitors implementation of those adjustments (e.g., meal pattern changes issued by USDA).

4.5 **SIGNATURE AUTHORITY:** Retains signature authority on the agreement to participate in the NSLP, SBP, SMP, and the ASSP, including the LEA's free and reduced-price policy statement and the monthly Claim for Reimbursement.

4.6 **FREE AND REDUCED-PRICE MEAL PROCESS:** Determines eligibility for free and reduced-price meals and free milk in accordance with 7 CFR Part 245. Such responsibilities include the conduct of any hearings related to such determinations and verification of eligibility applications for free and reduced-price meals.

4.7 **HEALTH REGULATIONS:** Maintains all applicable health certifications and assure that all State and local regulations are being met by the FSMC preparing or serving meals at LEA facilities.

4.8 **ADVISORY BOARD/STUDENT, PARENT, COMMUNITY INVOLVEMENT:** Maintain and operate an Advisory Board composed of parents, teachers, and students to assist in menu planning. Promote activities to involve students, parents, and the local community in the NSLP.

4.9 **INTERNAL CONTROLS:** Establish internal controls that ensure the accuracy of meal counts prior to the submission of the monthly Claim for Reimbursement.

4.10 **QUALITY, EXTENT AND GENERAL NATURE OF FOOD SERVICE:** LEA retains control of the quality, extent, and general nature of its food service.

4.10 A. LEA is responsible for development of the 21-day cycle menu and the 11-day A-La-Carte Rotation menu in accordance with the meal pattern requirements specified in 7 CFR Part 210 for the RFP/Agreement. Schedule F and G.

4.10 B. Provide detailed specifications for each food component or menu item as specified in 7 CFR Part 210, and include these specifications in the RFP/Agreement. Specifications must cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time. Schedule E.

4.10 C. Make no payment for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications or do not otherwise meet the requirements of the Agreement.

4.11 USDA DONATED FOODS (ENTITLEMENT AND BONUS): Retains title to USDA donated foods and ensures that all USDA donated foods received by the LEA and made available to the FSMC, including processed USDA donated foods, accrues only to the benefit of the LEA's nonprofit school food service and are fully utilized therein. This provision also applies to any rebates and or discounts, and other applicable credits accruing rebates and/or discounts received from the processors.

4.11 A. Monitor USDA donated foods to assure maximum usage by the FSMC of the LEA's entitlement and bonus allotments.

4.11 B. Monitor documented savings resulting from commodity usage.

4.11 C. Required by regulation, to take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to USDA donated foods.

4.11 D. The LEA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the LEA.

4.12 PROCUREMENT STANDARDS COMPLIANCE: Monitor FSMC procurement transactions to assure compliance with procurement standards set by Federal or State regulations and policy.

4.13 CIVIL RIGHTS COMPLIANCE: Compliance with the following, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15 15a and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities.

4.14 BUY AMERICAN PROVISION: Compliance with the Buy American Provision (under 7 CFR Part 250) for contracts that involve the purchase of food by the FSMC.

## ARTICLE 5 FSMC RESPONSIBILITY

5.1 HEALTH CERTIFICATION: Maintain all applicable State and/or local health

certification(s) for the duration of the contract for any facility outside the school in which it proposes to prepare meals. The FSMC must also meet all applicable State and local health regulations in preparing and serving meals at the LEA facility.

5.2 HEALTH EXAMINATIONS: The FSMC shall have all of its employees assigned to duty on the LEA's premises submit to periodic health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to the LEA's medical section upon request. The cost of such examinations shall be an operating expense.

5.3 21-DAY CYCLE MENU AND 11-DAY A LA CARTE ROTATION MENU: Adhere to the attached 21-day cycle menu and 11-day a la carte rotation menus for the first 21 days and 11 days, respectively, of meal service. Changes thereafter may only be made with the approval of the LEA. If applicable, adhere to the attached 21-day cycle menu developed by the LEA for the SFSP.

5.4 PROVISION OF FREE AND REDUCED-PRICE MEALS: 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.

5.5 USDA DONATED FOODS (ENTITLEMENT AND BONUS): Donated Foods (Additional language required as a result of the Final Rule effective November 6, 2008, 7 CFR 250 Management of Donated Foods in Child Nutrition Programs, The Nutrition Services Incentive Program, and Charitable Institutions.).

- A. The FSMC will provide the following services in relation to commodity foods
  - 1. Preparing and serving meals
  - 2. Ordering or selection of donated foods, in coordination with the LEA in accordance with 7 CFR 250.52
  - 3. Storage and inventory management of donated foods in accordance with 7 CFR 250.52
  - 4. 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 donated foods in processed end products to the SFA, in accordance with subpart C of 7 CFR 250
- B. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meals service in a school year (including both entitlement and bonus foods), including the value of donated 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 donated food value in processed end products on to the SFA.
- C. The FSMC shall credit for donated foods by disclosure, i.e., the FSMC shall credit the SFA for the value of donated foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of donated 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 FSMA shall use the USDA's [November 15th] list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the SFA on its invoices.

- D. All donated foods (this includes but is not limited to ground beef, ground pork, and all processed end products) shall be used in SFA's food service operations.
- E. The FSMC must meet the general requirements in 7 CFR 250.14(b) for the storage and inventory management of donated foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for donated foods.
- F. Upon the termination of this Agreement, the FSMC must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products to the SFA.
- G. The SFA must ensure that the FSMC has credited it for the value of all donated 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.
- H. The FSMC must ensure compliance with the requirements of subpart C of 7 CFR part 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 donated foods contained in such end products at the processing agreement value.
- I. The FSMC shall not enter into the processing agreement with the processor required in subpart C of 7 CFR 250.
- J. The distributing agency, subdistributing agency, or SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- K. The FSMC shall will maintain records to document its compliance with 7 CFR 250.54(b).
- L. Any extension or renewal of the Agreement is contingent upon fulfillment of all provisions in this Agreement relating to donated foods.
- M. The FSMC must maintain the following records relating to the use of donated foods:
  - 1. The donated foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service operations;

2. Documentation that it has credited the SFA for the value of all donated 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 donated foods contained in processed end products; and
  3. Documentation of its procurement of processed end products on behalf of the SFA, as applicable.
- N. 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 parts 210, 225, or 226, as applicable.
- O. The SFA shall conduct a reconciliation at least annually (and upon termination of the Agreement) to ensure that the FSMC has credited it for the value of all donated 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 donated foods contained in processed end products.

5.6 RECORDKEEPING/REPORTING/RETENTION: Shall maintain but not limited to: Records to support the LEA's Claim for Reimbursement; Cost records, including but not limited to source documentation, supporting charges for contractually approved costs (i.e., reasonable and necessary); cost breakdown of management and administrative fees, if applicable, to demonstrate there is no double billing of charges; time and attendance records for labor costs billed; Breakdown of special function costs, if applicable; meal count records for meals not covered by the Claim for Reimbursement, e.g., adult meals, a la carte, etc.; and revenue records broken down by source, type and category of meal or food service.

5.6 A. Make all records available to the LEA upon request; and retain all records for a period of three (3) years after the LEA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the LEA, SA, USDA, and Comptroller General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit.

5.6 B. Report Claim for Reimbursement information to the LEA promptly at the end of each month but no more than five (5) working days after the close of the preceding month.

5.6 C. All records pertaining to the LEA will be maintained at the LEA while the contract is in effect and preferably for the required retention period.

5.5 COMPLIANCE WITH PROGRAM REGULATIONS: Will conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, 245, and 250 and FNS instructions and policy.

5.6 CIVIL RIGHTS COMPLIANCE: Assures conformity with all Civil Rights requirements applicable to the LEA.

5.7 BUY AMERICAN PROVISION: Assures conformity with Buy American requirements applicable to the LEA.

5.10 CLAIM LIABILITY: Accepts liability caused by FSMC negligence for claims assessed as a result of Federal/State review/audits, corresponding with the LEA's period of liability.

5.11 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, {Part 5}).

5.12 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: This certification is attached as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Sections 3017.300, Participants' responsibilities. A new certification is required for each renewal period.

5.13 CERTIFICATION REGARDING LOBBYING: This certification is attached as required by 7 CFR Part 3018. Submission of this certification is a prerequisite for making or entering into this Agreement and is imposed by section 1352, Title 31, U.S. Code. A new certification is required for each renewal period.

5.14 DISCLOSURE OF LOBBYING ACTIVITIES: This certification is attached as required by 7 CFR Part 3018. Information requested through this form is authorized by section 1352, Title 31, U.S. Code. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis.

5.15 PURCHASING: The FSMC will provide accounting period invoices that specifically comply with the *USDA Procurement Requirements for the National School Lunch, Breakfast and Special Milk Programs*, effective November 30, 2007, through the adherence to the following provisions:

1. Allowable costs will be paid from the nonprofit school foodservice 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 LEA.
2. The FSMC must separately identify for each cost submitted for payment to the LEA, the amount of that cost that is allowable (can be paid from the nonprofit foodservice account) and the amount that is unallowable (cannot be paid from the nonprofit food service account.)
3. The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA Departmental and Program regulations and Office of Management and Budget (OMB) cost circulars.

4. The FSMC must identify the amount of each discount, rebate, and other applicable credit on its invoices presented to the LEA for payment and individually identify the amount as a discount, rebate or in the case of other applicable credits, the nature of the credit, on no less than monthly basis.
5. The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the LEA, RIDE or USDA.
6. The FSMC will identify the method by which it will report discounts, rebates and other applicable credits, allocable to the LEA, as they become known during the term of the contract and for those that are not reported prior to the conclusion of the agreement, and receive approval from the LEA prior to issuing its first invoice of the agreement period.

5.15 A The FSMC as an authorized agent of the LEA, shall purchase and pay for, as an operating expense, all food, supplies, and services utilized in the LEA's nonprofit food service program. Such purchases shall be made exclusively for the benefit of the LEA and shall be used solely in the LEA's nonprofit food service program. All food and related supplies purchased on behalf of the LEA shall be kept separate and apart and title thereto shall remain with the LEA at all times. All purchases shall be made in the name of the LEA.

5.15 B. All operating expenses charged to the LEA must be net of all discounts, rebates, and allowances received by the FSMC, and that these cost reductions shall be shown on the monthly invoice or operating statement as a credit or reduction in the amount billed. Prompt payment discounts are excluded from above if the FSMC makes a purchase with FSMC funds and receives reimbursement from the LEA (for the purchase) after the timeframe associated with the prompt payment discount.

5.15 C. The FSMC, as the agent of the LEA, will ensure that all procurement transactions will meet procurement standards set by Federal or State regulations.

5.15 D. The prices charged the LEA for food, supplies, services, etc. must be reasonable and necessary and the FSMC shall periodically provide documentation that these prices charged for food, supplies, services, etc. are reasonable and necessary.

5.15 E. Any silence, absence, or omission from the Agreement document specification 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 LEA are to be used.

5.16 LEA NUTRITION REQUIREMENTS COMPLIANCE: Compliance with LEA Nutrition requirements as specified in RFP (Section IV, pg. 10-13) is required.

5.17 RI FARM TO SCHOOL: The LEA will maximize the use of RI-grown/locally-grown products, including but not limited to fruits, vegetables and dairy products, whenever possible.

5.18 The FSMC shall provide qualified management/professional employees to

manage the Food Service operations and supervise all employees employed therein. All non-management Food Service employees shall be employees of the FSMC. The FSMC managers shall direct and supervise the LEA's employees assigned to Food Service operations. All management/professional and non-management employees shall be subject to the rules and regulations of the LEA while on LEA Premises. The LEA may assign students for work experience in Food Service operations in such numbers as are agreed upon in furtherance of the LEA's policy to provide work experience for students. The FSMC shall supervise such students with the LEA's authorized representatives, as agent for the LEA. Where possible, Food Service employees will participate in the LEA's nutrition education activities to include cafeteria/classroom instruction. Management/professional employees will serve on the Advisory Board established by the LEA. Management/professional employees will attend LEA meetings where Food Service matters are on the agenda or their participation is needed.

5.19 The FSMC shall ensure that all Food Service employees have Federal/State criminal background checks to include fingerprinting.

5.20 POINT OF SERVICE: The FSMC shall implement an accurate point of service count using the counting system submitted by the LEA in its application to participate in the CNPs and approved by the RIDE. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students.

5.21 MENU PLANNING OPTION: The FSMC shall provide meals that meet the Nutrient Standard menu-planning option for Elementary school Schools and Nutrient Standard menu-planning option for Middle school Schools and the Nutrient Standard menu-planning option for the High school Schools. (Menu-planning options are Nutrient Standard, Assisted Nutrient Standard, Traditional Food Based and Enhanced Food Based).

## ARTICLE 6 GENERAL TERMS - LEA-FSMC AGREEMENTS

6.1 ENERGY POLICY AND CONSERVATION ACT: The LEA and FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issue in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

6.2 EQUAL EMPLOYMENT OPPORTUNITY: The LEA and FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

6.3 CLEAN AIR ACT, CLEAN WATER ACT, AND ENVIRONMENTAL PROTECTION AGENCY REGULATIONS: The LEA and FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to

the grantor agency and to the USEPA Assistant Administrator for Enforcement (EN-329). The Clean Air and Water Certification is attached.

6.4 **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** The LEA and FSMC certify that the prices in the offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition. The Certification of Independent Price Determination is attached.

6.5 **SPECIAL FUNCTIONS:** Such as catering or offsite meal services.

6.5 A. Special functions will be billed separately and receipts deposited to the nonprofit school food service account.

6.5 B. The use of USDA donated foods or processed end products containing USDA donated foods is prohibited for special functions conducted outside of the nonprofit school food service.

6.5 C. Special function costs are to be all-inclusive in the FSMC's monthly invoice to the LEA.

6.6 **MEAL EQUIVALENT DETERMINATION:** The same procedures used to determine the cost of adult meals (FNS Instruction 782-5) must be used to determine a meal equivalency factor for all sales other than pattern meals. The intent is to ensure that LEAs do not use revenues from the nonprofit food service account to subsidize program meals served to adults. Likewise, if the meal equivalency factor is too low, the nonprofit food service account would subsidize sales other than pattern meals. Therefore, as in adult meals, the meal equivalency factor must be sufficient to cover the overall cost of other sales plus the value of any USDA entitlement and bonus donated foods used. In lieu of cost data, the minimum meal equivalent will reflect the price charged to students paying the LEA's designated full price (at the high school level), plus the current value of Federal cash, the per meal State Match, and the per meal donated food assistance (entitlement and bonus). The Meal Equivalent will be updated for each renewal. Use Schedule A for the Meal Equivalent Determination Formula and the amount is included in Article 2-Definitions-Meal Equivalent.

6.7 **INVENTORIES OF FOOD, BEVERAGES, AND SUPPLIES:** This section is to address only food, beverage, and supply purchases for which the LEA has not been billed. The value of commodities both entitlement and bonus are not to be included but case charges for bonus commodities are to be included.

Prior to the commencement of operations under this Agreement, the LEA and FSMC shall jointly inventory all food, beverages, and supplies (Beginning Inventory). For each billing period throughout the term of the Agreement, the LEA will be billed for Usage (Opening Inventory plus purchases less Closing Inventory). At the end of the Agreement or upon termination, The LEA and FSMC shall jointly take a Closing Inventory of all such food, beverages, and supplies. The value of the inventories shall be determined by invoice prices. The value of the Opening Inventory as stated above shall then be booked as a credit to Operating Expenses. If the Opening Inventory is greater than the Closing Inventory, the difference shall be credited against amounts due the FSMC on the FSMC's final billing to the LEA. If the Closing Inventory is greater than the Opening Inventory,

the difference shall be added to amounts owed to the FSMC and the FSMC's final billing to the LEA and shall be paid by the LEA.

6.8 INSURANCE: The LEA and FSMC shall maintain insurance as follows:

6.8 A. Each party shall maintain workers' compensation coverage as required by State law covering all of its employees employed in connection with the Food Service Operations

6.8 B. The FSMC shall maintain during the term of the Agreement, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than 2 Million Dollars (\$2,000,000) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability for third party property, Blanket Contractual Liability and Products Liability, covering only the operations and activities of the FSMC under the Agreement. Upon request, the FSMC shall provide the LEA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days prior written notice of cancellations. The LEA shall be named as an additional insured under the FSMC's policies of insurance to the extent the LEA is indemnified pursuant to Section 6.8 D.

6.8 C. The LEA shall maintain a system of coverage (either through purchased insurance, self insurance, or a combination thereof) to keep the LEA's buildings, including the Premises, and all property contained therein insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance.

6.8 D. Except as otherwise expressly provided in this Agreement, the LEA and the FSMC shall defend, indemnify and hold each other harmless from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the sole negligence, misconduct, or other fault of the indemnifying party, its agents or employees in performance of its obligation under the Agreement. Notwithstanding the foregoing, with respect to property damage, for which the parties maintain a system of coverage on their respective property, each part hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies. This clause shall survive termination of the Agreement.

6.9 PERSONNEL OBLIGATIONS: The LEA and the FSMC hereto shall be solely responsible for all personnel actions and all claims arising out of injuries occurring on the job with respect to employees on its respective payroll. Each party shall withhold all applicable Federal, State, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and worker's compensation costs and shall file all required documents and forms. Each party shall indemnify, defend and hold the other harmless from and against any claims, liabilities and expenses related to or arising out of the indemnifying parties responsibilities set fort herein.

6.10 SPECIAL DIETS: The FSMC shall supply any special diets for students required for medical reasons when prescribed in writing by a medical doctor. The LEA will approve Special Diet requests.

6.11 FSMC's INVESTMENT: The FSMC shall invest \$0 annually in equipment purchases or renovation work for the Food Service operation. The FSMC's Investment shall not exceed \$0 in total over the Term of the Agreement and any additional renewals. Items purchased by the FSMC will be determined jointly by individual Newport Public Schools and the FSMC. The Newport Public Schools shall own the investment.

6.12 FSMC's INVESTMENT (ALL LEA's): (If applicable) The FSMC shall purchase 0 for the Food Service operation in an amount not to exceed \$0.00. The FSMC shall amortize the Investment on a straight-line basis over five (5) years, commencing with the date the equipment is placed in service and the renovations are completed. Such amortization shall be charged as an Operating Expense of Food Service. The LEA shall own the investment. If the Agreement expires or is terminated prior to the complete amortization of the Investment, the LEA shall, on the expiration date, or within five (5) days after receipt by either party of any notice of termination under this Agreement, either:

- a. Reimburse the FSMC the unamortized portion;
- b. Return the Investment to the FSMC in consideration for a full release of the unamortized amount; or
- c. Retain the Investment and continue to make payments to the FSMC in accordance with the agreed upon monthly amortization schedule.

As of the effective date of termination the unamortized balance of the Investment shall be re-amortized over the remainder of the original amortization period at a rate of prime plus two percent (2%). The FSMC shall invoice the LEA at the end of each Accounting Period for such payment. Invoice amounts shall be paid within fifteen (15) days after the invoice date. The LEA shall pay interest on all amounts not paid when due at the lesser of one and one-half percent (1.5%) per month or the highest contractual interest rate allowed by applicable state law at the time the receivable becomes due. Any such interest shall be paid out of the LEA's general account and not from the nonprofit school food service program fund. This provision shall survive termination of the Agreement.

6.13 ASSIGNMENT: With written approval, the FSMC may without being released from any of its responsibilities hereunder, assign the Agreement to any affiliate or wholly owned subsidiary of the FSMC as long as there is no material change to the Agreement.

6.14 CONDITION OF PREMISES AND EQUIPMENT: The premises and equipment provided by the LEA for use in the food service operation shall be in good condition and maintained by the LEA to ensure compliance with applicable laws concerning building conditions, sanitation, safety, and health (including, without limitation, OSHA regulations). The LEA agrees to indemnify the FSMC against any liability of assessment, including related interest and penalties, arising from the LEA's breach of the aforementioned obligations, and the LEA shall pay reasonable collections expenses, attorneys' fees and court costs incurred in connection with the enforcement of such indemnity. Interest and/or penalties are not allowable expenses of the Non-Profit Food Service Account and would be paid out of a General fund. The LEA further agrees that any modifications or alterations to the workplace or the premises (whether structural

or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of the LEA and shall be at the LEA's expense. This provision shall survive the termination of this Agreement.

**6.15 NON-FSMC APPROVED VENDORS:** The LEA understands that the FSMC has entered into agreements with many vendors and suppliers of products which (i) give the FSMC the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products purchased by the FSMC for or on behalf of the LEA. In the event the LEA requests the FSMC to purchase products from non-FSMC approved vendors, the FSMC agrees to enter into good faith negotiations with the LEA-proposed non-FSMC approved vendors. For purposes of clarification, the FSMC is not obligated to purchase from non-FSMC approved vendors unless and until a mutually satisfactory agreement has been negotiated between the parties.

**6.16 PERFORMANCE BOND:** Upon commencement of the Agreement, a Performance Bond in the amount of \$250,000 dollars (250,000.00) shall be submitted for the first year of the Agreement. Any Performance Bond renewal years two through five shall be determined by the LEA.

## ARTICLE 7 PAYMENT TERMS AND FINANCIAL ASSUMPTIONS

**7.1 INVOICE DUE DATE AND INTEREST:** The FSMC will invoice the LEA at least monthly for Operating Expenses. The invoice will be submitted by the seventh (7) day of each month following the month being billed. Detailed cost documentation must be submitted monthly to support what the LEA is charged for each cost, charge, or expense. All costs, charges, and expenses submitted must be allowable as determined by the SA (Rhode Island Department of Education). Invoices for Operating Expenses will be paid within thirty (30) days of receipt of the invoice. The LEA shall pay interest on all amounts not paid when due at the lesser of one (1%) per month or the highest contractual interest rate allowed by applicable State law at the time the receivable becomes due. Interest is not an allowable expense of the nonprofit food service account and would be paid out of General Fund. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.

**7.2 GENERAL SUPPORT SERVICES FEE:**

**7.2 A.** The following is a detailed breakdown that is all inclusive of General Support Services: include home office support services plus off-site supervision required to successfully operate the program. Operations supervision, Marketing department, Supply management, Financial and accounting systems and Human Resources.

7.2 B. The LEA shall pay the FSMC a General Support Services Fee equal to .04258 per Pattern Meal and Meal Equivalent served, computed monthly and included with the monthly invoice for Operating Expenses.

### 7.3 MANAGEMENT SERVICES FEE:

7.3 A. The following is a detailed breakdown that is all inclusive of Management Services: District management determine the effectiveness and efficiency of the district's operations, assures that controls and safeguards protect the district's assets, prepare budgets and analysis, coordinate external audit, reviews district's financial information and recommend policy and procedure changes.

7.3 B. The LEA shall pay the FSMC a Management Services Fee equal to .0325 per Pattern Meal and Meal Equivalent served, computed monthly and included with the monthly invoice for Operating Expenses.

7.4 CHARGES (if applicable): The following is a complete breakdown of fees charged to the LEA which are not included in General Support Services Fees and Management Services Fees; i.e. purpose of Charge, reason for Charge, and a breakdown of the amount for each Charge: N/A

7.5 GUARANTEED RETURN: The LEA and FSMC shall work together to ensure a financially sound operation. The FSMC guarantees that the LEA shall receive a Surplus of \$28,122. If the Surplus for the nonprofit food service program falls short of the aforementioned amount, the FSMC shall pay the difference to the LEA, not to exceed the FSMC's annual Management Services Fee and General Support Services Fee.

7.6 LEA OBLIGATIONS: The LEA shall provide at the Premises: electricity, gas, water and other utilities, ventilation, security service, telephone service, janitorial supplies, replacement china, new equipment, painting, decorating, fire and extended coverage insurance and real and personal property taxes on all LEA's property. The above are allowable expenses chargeable to the nonprofit food service account. The above are not to be included in determining Surplus for the purpose of the Guaranteed Return.

7.7 ASSUMPTIONS: Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a change in conditions, including, without limitation, changes to the following assumptions, the financial terms of the Agreement shall be adjusted to compensate for such change.

7.8 Changes in the LEA's policies, practices, and service requirements shall result in an appropriate adjustment.

7.8 A. Average daily attendance for the contract year beginning July 1, 2009, shall not be less than 2,014.

7.8 B. Legislation, regulations and reimbursement rates that create changes in the nonprofit food service shall remain constant.

7.8 C. Usable commodities, of adequate quality and variety required for the LEA's menu cycle, valued at \$.2075 per Pattern Meals for the 2009/2010 contract year.

7.8 D. The Federal reimbursement rates in effect as of July 1, 2009 shall remain consistent throughout the year.

7.8 E. Changes to meal components and quantities required by the National School Lunch Act or the National School Lunch Program.

7.8 F. There shall be no competitive food and beverage sales during the meal service times.

7.8 G. Service hours, service requirements, type or number of facilities selling food and/or beverages on the LEA's Premises shall remain consistent throughout the contract year.

7.8 H The State or Federal minimum wage rates and taxes in effect as of July 1, 2009, shall remain consistent throughout the year.

7.8 I. The projected number of full feeding days shall be as follows: Elementary school - 180 days, Middle school/Jr.-180 days, and High School-180 days.

7.8 J. The Proposed Feeding Schools/Sites List with enrollment and addresses is attached. This list may be added to or deleted from as appropriate.

7.8 K. Prices to be charged for pattern meals, milk, a la carte items, adult meals, vending, etc. for the 2009-2010 contract year are as attached (Schedule C).

7.8 L. That elementary schools shall a served pattern meal service style. Accordingly, all elementary students will choose an entrée, receive two sides and a milk.

7.9 INFLATION ADJUSTMENTS: The Management Services Fee and General Support Services Fee shall be adjusted annually by no more than the percentage of change in the Consumer Price Index (CPI) for All Urban Consumers based on the immediately previous year.

7.10 SUMMER PROGRAM: Commencing on June 29, 2009 and continuing through August 21, 2009, FMC will provide summer Food Services for the SFA. During this period FSMC will invoice the SFA for the following:

- a) it Operating Expenses as identified in Section 2.11 A, B, and C;
- b) a General Support Services Allowance equal to \$.307 per Pattern Meal and Meal Equivalent served; and
- c) a Management Fee equal to \$.183 per Pattern Meal and Meal Equivalent served.

The above is based on a minimum of six thousand (6,000) lunches being served. The Summer Food Services are not included when calculating Surplus and Deficit with respect to the Guarantee described in Section 7.5 of the Agreement.

## RESTRICTIVE COVENANTS

8.1 **AGREEMENT NOT TO HIIRE:** The LEA shall not solicit to hire, or hire, make any agreement with, or permit the employment in any operation providing Food Service, any person who has been a FSMC salaried employee providing Food Service within one (1) year after said employee terminates employment with the FSMC or within one (1) year after termination of this Agreement. The LEA agrees that the FSMC employees have acquired special knowledge, information, skill and contacts as a result of being employed with and trained by the FSMC. If the LEA hires, makes any agreement with or permits employment of any such employee, in any operation providing Food Service within the restricted period, it is agreed by the LEA that the FSMC shall suffer damages and the LEA shall pay the FSMC as liquidated damages an amount equal to two (2) times the manager's annual Gross Management Salary. This sum has been determined to be reasonable by both parties after due consideration of all relevant circumstances. This provision shall survive termination of the Agreement.

8.2 **TRADE SECRETS AND PROPRIETARY INFORMATION:** During the term of the Agreement, the FSMC may grant to the LEA a non-exclusive right to access certain proprietary materials of the FSMC including menus, recipes, signage, Food Service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed to the FSMC) and similar compilations regularly used in the FSMC's business operations ("Trade Secrets"). The LEA shall not disclose any of the FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. The LEA shall not photocopy or otherwise duplicated any such material without the prior written consent of the FSMC. All Trade Secrets such as signage, servicemark or trademark proprietary to the FSMC and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the Agreement. The LEA shall not use any confusingly similar names, marks, systems, insignia, symbols or procedures and methods. Without limiting the foregoing, the LEA specifically agrees that all software associated with the operation of the Food Service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the FSMC and not the LEA. Furthermore, the LEA's access or use of such software shall not create any right, title interest, or copyright in such software, and the LEA shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of the Agreement.

## ARTICLE 9 TERMINATION CLAUSE

9.1 **TERMINATION FOR CAUSE:** If the FSMC breaches a material provision of this Agreement, the LEA shall give the breaching party written notice specifying the default. The breaching party shall have thirty (30) days to remedy the default. If the default is not corrected within the 30-day time frame, the LEA shall have the right to terminate this Agreement by giving the breaching party sixty (60) days prior written notice of its intention to terminate this Agreement. The right of termination referred to herein is not intended to be exclusive and is in addition to any other rights available to the LEA at law or in equity.

9.2 TERMINATION WITHOUT CAUSE: Either party may terminate the Agreement at any time upon sixty (60) days prior written notice to the other of the intention to terminate the Agreement.

9.3 TERMINATION FOR CATASTROPHE: Neither party shall be liable for the failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy-related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

9.4 NONPERFORMANCE SANCTIONS: In the event the FSMC violates or breaches the terms and conditions of this Agreement, or if the breach is one that constitutes "Cause" but the LEA does not elect to give notice of termination, the LEA shall give the FSMC written notice specifying the default. The FSMC shall have thirty (30) days to remedy the default. Should the FSMC fail to remedy the default, the LEA in writing may impose the following sanctions: (a.) For the first violation, a written reprimand; (b.) For the second violation, a written reprimand and a penalty of \$1,000.00; (c.) For the third and each additional violation, a written reprimand and a penalty of \$1,500.00. For the purposes of the foregoing, a single breach means an event of the same or similar kind or numbers of personnel, equipment, students or meal involved. The breach or violation will be multiplied by the number of days or other units of time over which the breach or violation extends from the date of written notice if not corrected in the first thirty (30) days).

9.5 NOTICE: Any notice or communication required in this section shall be in writing and sent by United States registered or certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To LEA:	Newport Public Schools Michael Saunders 437 Broadway Newport, RI 02840	To FSMC:	Sodexo Operations, LLC Cathy Rocco. 108 High St. Woonsocket, RI 02895
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All such notices shall be effective when received. Email correspondence shall not qualify as a written document signed by an authorized signatory.

## ARTICLE 10 AGREEMENT

If any term or provision of the Agreement or the application thereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. Any exhibits referred to herein are made a part of the Agreement by reference, provided that in the event of a conflict between the terms of such exhibit or any other document incorporated herein, and the terms of this Agreement, the terms of the Agreement shall govern. The Agreement may be executed in several counterparts, each of which shall be deemed an original.

In the event of a conflict between the contract documents, the following order of precedence shall prevail:

- a. The Signed Agreement
- b. The LEA's Request for Proposal
- c. The FSMC's Proposal (Excluding the Exceptions List)

This Agreement and its attachments and other documents specifically incorporated by reference herein contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein. All provisions of the Agreement shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. The Agreement may not be changed other than by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives.

Newport School Department (LEA)

By:  
Name (printed):  
Title:  
Date:

John H. Ambrose  
John H. Ambrose, Ed.D.  
Superintendent of Schools  
10/18/09

Sodexo Operations, LLC (FSMC)

By:  
Name (printed):  
Title:  
Date:

Scott Lester  
Scott Lester  
Senior Vice President  
10/18/09

**MEAL EQUIVALENT DETERMINATION FORMULA**

All numbers used for this formula are from the LEA's last completed school year.

<b>Full Price High School Student Lunch</b>	<b>\$2.00</b>
<b>Federal Reimbursement Paid Lunch</b>	<b>.24</b>
<b>Per Meal State Match</b>	<b>.043676006</b>
<b>Per Meal Entitlement Allowance</b>	<b>.2075</b>
<b>Per Meal Bonus Value*</b>	<b>.01</b>
	<hr/>
<b>MEAL EQUIVALENT</b>	<b>\$2.501176006</b>

\*The following is the formula to determine Per Meal Bonus Value:  
**Total value of Bonus Commodities divided by the total number of lunches, meal equivalents, and adult meals equals the Per Meal Bonus Value.**

\*\*Per meal entitlement allowance effective 7/1/08 through 6/30/09

SCHEDULE B

**PROPOSED FEEDING SCHOOLS/SITES LIST  
WITH PROJECTED ENROLLMENT  
FOR 2009/2010**

NAME OF SCHOOL/GRADES	ADDRESS	ENROLLMENT
ELEMENTARY		
John Coggeshall Elementary	130 Van Zandt Avenue	147
Cranston-Calvert Elementary	15 Cranston Avenue	202
Dr. Michael H. Sullivan Elementary	35 Dexter Street	246
William J. Underwood Elementary	90 Harrison Avenue	264
MIDDLE SCHOOL		
Frank E. Thompson Middle	55 Broadway	599
HIGH SCHOOL		
William S. Rogers High	15 Wickham Road	616

SCHEDULE C

PRICES TO BE CHARGED FOR THE 2009-2010 CONTRACT YEAR

		ELEMENTARY	MIDDLE	HIGH
<b>BREAKFAST:</b>				
	Paid	.075	1.00	1.00
	Reduced-Price	0.30	0.30	0.30
	Adult	1.50	1.50	1.50
<b>LUNCH:</b>				
	Paid	1.65	2.00	2.00
	Reduced-Price	0.40	0.40	0.40
	Adult	2.75	2.75	2.75
<b>AFTER SCHOOL SNACK:</b>				
	Paid	0.00	0.00	0.00
	Reduced-Price	0.00	0.00	0.00
	Adult	0.00	0.00	0.00
<b>K-MILK</b>	Paid		N/A	N/A
<b>SALADS</b>	<b>BRIEF DESCRIPTION</b>			<b>PRICE</b>
Salad 1	Ex. 5 Oz bowl tossed greens, garnish, and 1 dressing			0.00
Salad 2				
Etc.				
LG Dressing				0.00
SM Dressing				
Extra Roll				
<b>HOT ITEMS</b>	<b>BRIEF DESCRIPTION</b>			<b>PRICE</b>
Hot Dog	Ex. One 2 oz all meat with roll			0.00
Hamburg				
Etc.				

**PRICES TO BE CHARGED FOR THE 2009-2010 CONTRACT YEAR**  
**Continued**

COLD ITEMS		BRIEF DESCRIPTION	PRICE
Deli Sandwich Ex. PB & Jelly Etc.		1-1/2 oz meat, 1/2 oz cheese, roll	0.00
SNACK ITEMS		BRIEF DESCRIPTION	PRICE
Soft Pretzel Ex. Yogurt Etc.		2-1/2 Oz	0.00
BEVERAGES		BRIEF DESCRIPTION	PRICE
Milk Ex. Water Etc.		8 oz. Whole, 1% unflavored, 2% flavored	0.00
DESSERTS		BRIEF DESCRIPTION	PRICE
Cookies Ex. Etc.		1.3-1.5 oz. Assorted	0.00
VENDING		BRIEF DESCRIPTION	PRICE
Juice Ex. Ritz Bitz Etc.		100% 12 oz assorted	0.00

SCHEDULE D

RESPONSIBILITY SUMMARY

	LEA	FSMC	N/A
<b>FOOD AND BEVERAGE</b>			
Food and Beverage Purchasing		X	
Processing of Invoices		X	
Payment of Invoices		X	
USDA Administrative Charges		X	
USDA Processing Charges		X	
USDA Delivery Charges		X	
<b>NON-MANAGEMENT LABOR</b>			
Payment of Full and Part Time Salaries		X	
Payment of Student Salaries		X	
Payroll Taxes		X	
Fringe Benefits		X	
Worker's Compensation		X	
Preparation of Payroll		X	
Training and Development		X	
<b>MANAGEMENT LABOR</b>			
Payment Of Salaries		X	
Payroll Taxes		X	
Fringe Benefits		X	
Worker's Compensation		X	
Preparation of Payroll		X	
Training and Development		X	
<b>FOOD AND MAIL TRANSPORT</b>			
Vehicle for Transportation		X	
Maintenance of Vehicle		X	
Driver for Transportation		X	
Food Transport Containers		X	
Deliver In-District Mail		X	



**RESPONSIBILITY SUMMARY**  
Continued

	LEA	FSMC	N/A
<b>CLEANING KITCHEN</b>			
Equipment		X	
Hoods Within Reach		X	
Vent From Hoods to Outside	X		
Floors and Walls		X	
Windows/Blinds/Draperies		X	
Ceilings, Fans, Light Fixtures		X	
Dishwashing		X	
Serving/Preparation Areas		X	
Tables and Chairs		X	
Locker Rooms		X	
Public Restrooms	X		
Grease Traps		X	
Removal of Trash and Garbage		X	
<b>CLEANING CAFETERIA</b>			
Equipment		X	
Floors and Walls	X		
Windows/Blinds/Draperies	X		
Ceilings, Fans, Light Fixtures	X		
Tables and Chairs	X		
Removal of Trash and Garbage	X		
Bussing of Dishes from Tables	X		
<b>SERVICES</b>			
Banking Receipts	X		
Security Service	X		
Pest Control	X		
Extermination	X		

## SCHEDULE E

### LEA PROCUREMENT SPECIFICATIONS

FOOD ITEMS	MINIMUM REQUIREMENTS
Dairy Products	Grade A
Meat	USDA Inspected Choice
Fish	U.S. Grade A
Poultry	Government Inspected Grade A
Canned Fruit and Vegetables	U.S. Grade A Choice
Fresh Fruits and Vegetables	U.S. No. 1 Grade
Bread/Rolls	Packaged bread and buns to be Manufacturer's dated for freshness

**SCHEDULE F: CYCLE MENU TEMPLATES**  
**21 Day Cycle Menu BREAKFAST ELEMENTARY\***

<p><b>Day 1</b>  <b>Whole Grain Item:</b>  Pancakes, Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> fruit basket see footnote  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 2</b>  <b>Whole Grain Item:</b>  Wrap 8" ,Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 3</b>  <b>Whole Grain Item:</b>  Pizza dough, Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> fruit basket see footnote  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 4</b>  <b>Whole Grain Item:</b>  Whole grain English Muffin,  Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> fruit basket see footnote  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>
<p><b>Day 5</b>  <b>Whole Grain Item:</b>  Whole grain English Muffin,  Honey Wheat Sticks   <i>and/or Meat/Protein Item:</i>  Cheese , Egg, Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fresh fruit basket see footnote  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 6</b>  <b>Whole Grain Item:</b>  Pancakes, Honey Wheat Sticks   <i>and/or Meat/Protein Item:</i>  Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fresh fruit basket see footnote  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 7</b>  <b>Whole Grain Item:</b> Wrap 8" ,Honey Wheat Sticks   <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese   <b>Sides (2)</b>  <b>Fruit:</b> Fresh fruit basket see footnote  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 8</b>  <b>Whole Grain Item:</b>  Whole grain English Muffin,  Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> Fresh fruit basket see footnote  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>
<p><b>Day 9</b>  <b>Whole Grain Item:</b>  French Toast Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 10</b>  <b>Whole Grain Item:</b>  Pizza dough, Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 11</b>  <b>Whole Grain Item:</b> Wrap 8" ,Honey Wheat Sticks   <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 12</b>  <b>Whole Grain Item:</b>  Pancakes, Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>
<p><b>Day 13</b>  <b>Whole Grain Item:</b> Wheat Sticks, whole grain English muffin  <i>and/or Meat/Protein Item:</i>  Ham, Egg and Cheese, Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 14</b>  <b>Whole Grain Item:</b> Wrap 8" ,Honey Wheat Sticks  Honey  <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 15</b>  <b>Whole Grain Item:</b> Wheat Sticks, whole grain English muffin  <i>and/or Meat/Protein Item:</i>  Ham, Egg and Cheese, Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 16</b>  <b>Whole Grain Item:</b>  Pancakes, Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>
<p><b>Day 17</b>  <b>Whole Grain Item:</b>  8" ,Honey Wheat Sticks <i>and/or</i>  <b>Meat/Protein Item:</b>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 18</b>  <b>Whole Grain Item:</b> French toast sticks, Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 19</b>  <b>Whole Grain Item:</b> 8" ,Honey Wheat Sticks <i>and/or</i>  <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 20</b>  <b>Whole Grain Item:</b> Pizza dough, Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>
<p><b>Day 21</b>  <b>Whole Grain Item:</b>  Pancakes, Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p align="center"><b>Estimated sodium content per breakfast: 560 mg</b></p> <p><b>Additional Information:</b>  Assorted fruit basket includes; seasonal fresh fruit (local when possible) minimum of four varieties offered daily</p>		

# SCHEDULE G: A LA CARTE ROTATION MENU

## *ELEMENTARY BREAKFAST*

**Day 1**  
Meal Components:

Snacks:

Beverages:

**Day 2**  
Meal Components:

Snacks:

Beverages:

**Day 3**  
Meal Components:

Snacks:

Beverages:

**Day 4**  
Meal Components:

Snacks:

Beverages:

**Day 5**  
Meal Components:

Snacks:

Beverages:

**Day 6**  
Meal Components:

Snacks:

Beverages:

**Day 7**  
Meal Components:

Snacks:

Beverages:

**Day 8**  
Meal Components:

Snacks:

Beverages:

**Day 9**  
Meal Components:

Snacks:

Beverages:

**Day 10**  
Meal Components:

Snacks:

Beverages:

**Day 11**  
Meal Components:

Snacks:

Beverages:

**Additional Information:**

**SCHEDULE F: CYCLE MENU TEMPLATES**  
**21 Day Cycle Menu BREAKFAST Secondary\***

<p><b>Day 1</b>  <b>Whole Grain Item:</b>  Pancakes, Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> fruit basket see footnote  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 2</b>  <b>Whole Grain Item:</b>  Wrap 8", Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 3</b>  <b>Whole Grain Item:</b>  Pizza dough, Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> fruit basket see footnote  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 4</b>  <b>Whole Grain Item:</b>  Whole grain English Muffin,  Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> fruit basket see footnote  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>
<p><b>Day 5</b>  <b>Whole Grain Item:</b>  Whole grain English Muffin,  Honey Wheat Sticks   <i>and/or Meat/Protein Item:</i>  Cheese, Egg, Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fresh fruit basket see footnote  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 6</b>  <b>Whole Grain Item:</b>  Pancakes, Honey Wheat Sticks   <i>and/or Meat/Protein Item:</i>  Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fresh fruit basket see footnote  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 7</b>  <b>Whole Grain Item:</b> Wrap 8", Honey Wheat Sticks   <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese   <b>Sides (2)</b>  <b>Fruit:</b> Fresh fruit basket see footnote  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 8</b>  <b>Whole Grain Item:</b>  Whole grain English Muffin,  Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> Fresh fruit basket see footnote  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>
<p><b>Day 9</b>  <b>Whole Grain Item:</b>  French Toast Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 10</b>  <b>Whole Grain Item:</b>  Pizza dough, Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 11</b>  <b>Whole Grain Item:</b> Wrap 8", Honey Wheat Sticks   <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 12</b>  <b>Whole Grain Item:</b>  Pancakes, Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>
<p><b>Day 13</b>  <b>Whole Grain Item:</b> Wheat Sticks, whole grain English muffin  <i>and/or Meat/Protein Item:</i>  Ham, Egg and Cheese, Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 14</b>  <b>Whole Grain Item:</b> Wrap 8", Honey Wheat Sticks  Honey  <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 15</b>  <b>Whole Grain Item:</b> Wheat Sticks, whole grain English muffin  <i>and/or Meat/Protein Item:</i>  Ham, Egg and Cheese, Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 16</b>  <b>Whole Grain Item:</b>  Pancakes, Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>
<p><b>Day 17</b>  <b>Whole Grain Item:</b>  8", Honey Wheat Sticks <i>and/or</i>  <b>Meat/Protein Item:</b>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 18</b>  <b>Whole Grain Item:</b> French toast sticks, Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 19</b>  <b>Whole Grain Item:</b> 8" ,Honey Wheat Sticks <i>and/or</i>  <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p><b>Day 20</b>  <b>Whole Grain Item:</b> Pizza dough, Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt, Egg, Cheese  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>
<p><b>Day 21</b>  <b>Whole Grain Item:</b>  Pancakes, Honey Wheat Sticks  <i>and/or Meat/Protein Item:</i>  Yogurt  <b>Sides (2)</b>  <b>Fruit:</b> Fruit basket see foot note  <b>Vegetable:</b>  <b>Juice:</b> Orange</p>	<p align="center"><b>Estimated sodium content per breakfast: 560 mg</b></p> <p><b>Additional Information:</b>  Assorted fruit basket includes; seasonal fresh fruit (local when possible) minimum of four varieties offered daily</p>		

**SCHEDULE G: A LA CARTE ROTATION MENU**

***MIDDLE SCHOOL BREAKFAST***

**Day 1**  
Meal Components:

**Day 2**  
Meal Components:

**Day 3**  
Meal Components:

**Day 4**  
Meal Components:

Snacks:

Snacks:

Snacks:

Snacks:

Beverages:

Beverages:

Beverages:

Beverages:

**Day 5**  
Meal Components:

**Day 6**  
Meal Components:

**Day 7**  
Meal Components:

**Day 8**  
Meal Components:

Snacks:

Snacks:

Snacks:

Snacks:

Beverages:

Beverages:

Beverages:

Beverages:

**Day 9**  
Meal Components:

**Day 10**  
Meal Components:

**Day 11**  
Meal Components:

Snacks:

Snacks:

Snacks:

Beverages:

Beverages:

Beverages:

**Additional Information:**

**SCHEDULE G: A LA CARTE ROTATION MENU**

***HIGH SCHOOL BREAKFAST***

**Day 1**

Meal Components:

Snacks:

Beverages:

**Day 2**

Meal Components:

Snacks:

Beverages:

**Day 3**

Meal Components:

Snacks:

Beverages:

**Day 4**

Meal Components:

Snacks:

Beverages:

**Day 5**

Meal Components:

Snacks:

Beverages:

**Day 6**

Meal Components:

Snacks:

Beverages:

**Day 7**

Meal Components:

Snacks:

Beverages:

**Day 8**

Meal Components:

Snacks:

Beverages:

**Day 9**

Meal Components:

Snacks:

Beverages:

**Day 10**

Meal Components:

Snacks:

Beverages:

**Day 11**

Meal Components:

Snacks:

Beverages:

**Additional Information:**

**SCHEDULE F: CYCLE MENU TEMPLATES**  
**21 Day Cycle Menu (Food-Based) LUNCH ELEMENTARY\***

<p><b>Day 1</b>  <b>Main Entrée:</b>  Chicken nuggets with whole grain breading or Chicken Patty on whole grain roll  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> See footnote  <b>Whole Grain(s):</b> Roll</p>	<p><b>Day 2</b>  <b>Main Entrée:</b>  Ham and Cheese Calzone or Cheeseburger on wheat bun.  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Black Bean Salad  <b>Whole Grain(s):</b> Pizza dough, wheat bun</p>	<p><b>Day 3</b>  <b>Main Entrée:</b> Turkey Corn Dog or Chicken Patty on whole wheat bun  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Spinach salad  <b>Whole Grain(s):</b> wheat bun</p>	<p><b>Day 4</b>  <b>Main Entrée:</b>  Cheese Pizza on whole grain crust or Italian Sub  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> fresh broccoli w/dip  <b>Whole Grain(s):</b> wheat pizza dough</p>
<p><b>Day 5</b>  <b>Main Entrée:</b>  Chicken Nuggets w/ whole grain breading or Cheese Pizza  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Four bean salad,  <b>Whole Grain(s):</b> whole grain breading and dough</p>	<p><b>Day 6</b>  <b>Main Entrée:</b> Beef Tacos or Whole Grain Chicken Patty on whole wheat bun  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Red beans &amp; rice, lettuce and tomatoes  <b>Whole Grain(s):</b> Hamburger roll</p>	<p><b>Day 7</b>  <b>Main Entrée:</b> Turkey Dog or Cheeseburger on whole wheat bun  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Local Corn on Cob  <b>Whole Grain(s):</b> wheat bun</p>	<p><b>Day 8</b>  <b>Main Entrée:</b> Meatball Sub or Chicken Patty on whole wheat bun  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> see footnote  <b>Whole Grain(s):</b> whole wheat roll</p>
<p><b>Day 9</b>  <b>Main Entrée:</b>  Cheese Pizza on whole wheat crust or Turkey &amp; Cheese in whole wheat pocket  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Zucchini Sticks, potatoes  <b>Whole Grain(s):</b> wheat wrap crust and pocket bread</p>	<p><b>Day 10</b>  <b>Main Entrée:</b>  Chicken Patty on whole wheat bun or Cheese Pizza on whole wheat crust  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Local roasted potatoes  <b>Whole Grain(s):</b> Whole grain bun and dough</p>	<p><b>Day 11</b>  <b>Main Entrée:</b>  BBQ Nuggets or Chicken Patty on whole wheat bun  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> See footnote  <b>Whole Grain(s):</b> Whole wheat roll</p>	<p><b>Day 12</b>  <b>Main Entrée:</b> Turkey Gravy or Cheeseburger on whole wheat bun.  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Sweet Potatoes  <b>Whole Grain(s):</b> whole wheat roll</p>
<p><b>Day 13</b>  <b>Main Entrée:</b>  Whole Wheat Pasta w/ Meatballs or Chicken Patty on whole wheat bun  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Baked beans  <b>Whole Grain(s):</b> Whole grain bun and pasta</p>	<p><b>Day 14</b>  <b>Main Entrée:</b>  Cheese Pizza on whole grain crust or Buffalo Chicken Wrap on whole wheat wrap  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> corn  <b>Whole Grain(s):</b> Whole wheat dough and wrap</p>	<p><b>Day 15</b>  <b>Main Entrée:</b>  Sweet &amp; Sour Chicken or Cheese Pizza on whole grain crust  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Brown Rice,  <b>Whole Grain(s):</b> Whole wheat crust</p>	<p><b>Day 16</b>  <b>Main Entrée:</b> Turkey Hot Dog or Chicken Patty on whole wheat bun  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Cilantro Corn Salad  <b>Whole Grain(s):</b> wheat buns</p>
<p><b>Day 17</b>  <b>Main Entrée:</b>  Macaroni &amp; Cheese w/ a whole wheat roll or Cheeseburger on a whole wheat bun  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Fresh Green beans  <b>Whole Grain(s):</b> wheat roll and burger bun</p>	<p><b>Day 18</b>  <b>Main Entrée:</b>  Ham &amp; Cheese Calzone or Turkey Hot Dog  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Spinach Salad  <b>Whole Grain(s):</b> Whole wheat dough and roll</p>	<p><b>Day 19</b>  <b>Main Entrée:</b>  Cheese Pizza on whole wheat dough or Grilled BBQ Chicken Sandwich  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Fresh Broccoli  <b>Whole Grain(s):</b> Whole wheat dough</p>	<p><b>Day 20</b>  <b>Main Entrée:</b>  Chicken Fajitas w/ lettuce and tomato or Veggie Wrap  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> lettuce, tomato, fresh veggies  <b>Whole Grain(s):</b> Whole wheat wraps</p>
<p><b>Day 21</b>  <b>Main Entrée:</b>  Whole Wheat Pancakes or Buffalo Chicken Wrap  <b>Sides</b>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> See footnote  <b>Whole Grain(s):</b></p>	<p align="center"><b>Estimated sodium content per lunch: <u>1882 mg</u></b></p> <p><b>Additional Information:</b>  Assorted fruit basket includes; seasonal fresh fruit (local when possible) minimum of four varieties offered daily  Assorted fresh vegetables will be served daily (local when possible).</p>		

whole wheat pancakes & wrap	All bread, rolls, pizza dough, English muffin, pasta, wraps and Breaded chicken products are whole grain Vegetable variety bar offered daily.
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\*1% or skim milk is offered everyday

**SCHEDULE G: A LA CARTE ROTATION MENU**  
***ELEMENTARY LUNCH***

<b>Day 1</b> Meal Components:	<b>Day 2</b> Meal Components:	<b>Day 3</b> Meal Components:	<b>Day 4</b> Meal Components:
Snacks:	Snacks:	Snacks:	Snacks:
Beverages:	Beverages:	Beverages:	Beverages:
<b>Day 5</b> Meal Components:	<b>Day 6</b> Meal Components:	<b>Day 7</b> Meal Components:	<b>Day 8</b> Meal Components:
Snacks:	Snacks:	Snacks:	Snacks:
Beverages:	Beverages:	Beverages:	Beverages:
<b>Day 9</b> Meal Components:	<b>Day 10</b> Meal Components:	<b>Day 11</b> Meal Components:	
Snacks:	Snacks:	Snacks:	
Beverages:	Beverages:	Beverages:	

**Additional Information:**

**SCHEDULE F: CYCLE MENU TEMPLATES**  
**21 Day Cycle Menu (Food-Based)LUNCH Secondary\***

<p><b>Day 1</b>  <b>Main Entrée:</b>            Chicken nuggets with whole grain breading or Meatballs on whole grain roll  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Corn  <b>Whole Grain(s):</b> Brown Rice Bread, Rolls,</p>	<p><b>Day 2</b>  <b>Main Entrée:</b>            Chicken Tamale Pie or Egg Ham &amp; Cheese on wheat muffin.  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Black Bean Salad  <b>Whole Grain(s):</b> English muffin</p>	<p><b>Day 3</b>  <b>Main Entrée:</b>            Whole Wheat Pasta &amp; Meatballs or Grilled Chicken w/ lettuce &amp; tomato  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Spinach salad  <b>Whole Grain(s):</b> foccacia bread</p>	<p><b>Day 4</b>  <b>Main Entrée:</b>            Assorted Calzones or Hot Buffalo Chicken Wrap  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> fresh broccoli w/dip  <b>Whole Grain(s):</b> 8" whole wheat wrap</p>
<p><b>Day 5</b>  <b>Main Entrée:</b>            Hot Asian BBQ Chicken or Egg, Ham and Cheese  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Four bean salad,  <b>Whole Grain(s):</b> Bread, wraps, Muffin</p>	<p><b>Day 6</b>  <b>Main Entrée:</b> Chicken or Beef Nachos or Grilled Chicken Sandwich on wheat wheat bun  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Red beans &amp; rice, lettuce and tomatoes  <b>Whole Grain(s):</b> Hamburger roll</p>	<p><b>Day 7</b>  <b>Main Entrée:</b> Turkey Dog or Spicy Turkey pocket  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Baked Bean, Corn on Cob  <b>Whole Grain(s):</b> wheat pocket, wheat bun</p>	<p><b>Day 8</b>  <b>Main Entrée:</b> Spanish Macaroni or Cheese Burger Slider  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Local Potatoes  <b>Whole Grain(s):</b> whole wheat roll, Garlic Bread</p>
<p><b>Day 9</b>  <b>Main Entrée:</b>            Veggie Calzones or Hot Buffalo Chicken Wrap  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Zucchini Sticks, potatoes  <b>Whole Grain(s):</b> 8" wheat wrap</p>	<p><b>Day 10</b>  <b>Main Entrée:</b>            Chicken Taco Pie, All American burger  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Black Beans, potatoes  <b>Whole Grain(s):</b> Whole grain bread, brown rice</p>	<p><b>Day 11</b>  <b>Main Entrée:</b>            Macaroni &amp; Cheese or Meatball Sub  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Steamed Broccoli, potatoes  <b>Whole Grain(s):</b> Whole wheat roll</p>	<p><b>Day 12</b>  <b>Main Entrée:</b> Sloppy Joe or Vegetable Batard  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Sweet Potatoes, local potatoes  <b>Whole Grain(s):</b> whole wheat roll,</p>
<p><b>Day 13</b>  <b>Main Entrée:</b>            Turkey and Cheese ,chicken noodle soup, Italian Stallion sandwich  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> spinach salad, potatoes  <b>Whole Grain(s):</b> Whole grain bread, brown rice</p>	<p><b>Day 14</b>  <b>Main Entrée:</b>            Shepherd's Pie or Chicken parmesan  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> corn,potatoes  <b>Whole Grain(s):</b> Wheat roll</p>	<p><b>Day 15</b>  <b>Main Entrée:</b>            Sweet &amp; Sour Chicken or BBQ Chicken Nuggets  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Brown Rice, potatoes  <b>Whole Grain(s):</b> Wheat roll</p>	<p><b>Day 16</b>  <b>Main Entrée:</b> Turkey Corn Dog or Chicken Cordon Bleu  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Cilantro Corn Salad, baked beans  <b>Whole Grain(s):</b> wheat roll</p>
<p><b>Day 17</b>  <b>Main Entrée:</b>            Chicken Quesadilla or Buffalo Chicken wrap  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Aztec corn salad, Steamed fresh beans  <b>Whole Grain(s):</b> wheat bread, 8" wheat wrap</p>	<p><b>Day 18</b>  <b>Main Entrée:</b>            Turkey &amp; Gravy or Turkey Hot Dogs  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> sweet potatoes  <b>Whole Grain(s):</b> Whole wheat roll</p>	<p><b>Day 19</b>  <b>Main Entrée:</b>            Baked Potato Bar or Grilled BBQ Chicken Sandwich  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> Local potatoes, Broccoli  <b>Whole Grain(s):</b> Whole wheat roll</p>	<p><b>Day 20</b>  <b>Main Entrée:</b>            Asian Stir Fry or All American Burger  <u>Sides</u>  <b>Fruit(s):</b> See footnote  <b>Vegetable(s):</b> lettuce, tomato, steamed veggies  <b>Whole Grain(s):</b> Whole wheat bun</p>
<p><b>Day 21</b>  <b>Main Entrée:</b>            Pasta Bar or Veggie wrap</p>	<p align="center"><b>Estimated sodium content per lunch: <u>1882 mg</u></b></p>		

<p><b>Sides</b> <b>Fruit(s):</b> See footnote <b>Vegetable(s):</b> Assorted Veggies <b>Whole Grain(s):</b> 8" whole wheat wrap, focaccia bread</p>	<p><b>Additional Information:</b> Assorted fruit basket includes; seasonal fresh fruit (local when possible) minimum of four varieties offered daily Assorted fresh vegetables will be served daily (local when possible). All bread, rolls, pizza dough, English muffin, pasta, wraps and Breaded chicken products are whole grain Vegetable variety bar offered daily.</p>
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\*1% or skim milk is offered everyday

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**SCHEDULE G: A LA CARTE ROTATION MENU**  
**MIDDLE SCHOOL LUNCH**

**Day 1**  
Meal Components:

**Day 2**  
Meal Components:

**Day 3**  
Meal Components:

**Day 4**  
Meal Components:

Snacks:

Snacks:

Snacks:

Snacks:

Beverages:

Beverages:

Beverages:

Beverages:

**Day 5**  
Meal Components:

**Day 6**  
Meal Components:

**Day 7**  
Meal Components:

**Day 8**  
Meal Components:

Snacks:

Snacks:

Snacks:

Snacks:

Beverages:

Beverages:

Beverages:

Beverages:

**Day 9**  
Meal Components:

**Day 10**  
Meal Components:

**Day 11**  
Meal Components:

Snacks:

Snacks:

Snacks:

Beverages:

Beverages:

Beverages:

**Additional Information:**

**SCHEDULE G: A LA CARTE ROTATION MENU**  
***HIGH SCHOOL LUNCH***

**Day 1**  
Meal Components:

**Day 2**  
Meal Components:

**Day 3**  
Meal Components:

**Day 4**  
Meal Components:

Snacks:

Snacks:

Snacks:

Snacks:

Beverages:

Beverages:

Beverages:

Beverages:

**Day 5**  
Meal Components:

**Day 6**  
Meal Components:

**Day 7**  
Meal Components:

**Day 8**  
Meal Components:

Snacks:

Snacks:

Snacks:

Snacks:

Beverages:

Beverages:

Beverages:

Beverages:

**Day 9**  
Meal Components:

**Day 10**  
Meal Components:

**Day 11**  
Meal Components:

Snacks:

Snacks:

Snacks:

Beverages:

Beverages:

Beverages:

**Additional Information:**

## SCHEDULE G: CYCLE MENU TEMPLATES

### *11 Day Cycle Menu*

#### ***SFSP BREAKFAST\****

**Day 1**

Whole Grain Item:

*or* Meat/Protein Item:

Fruit/Vegetable:

**Day 2**

Whole Grain Item:

*or* Meat/Protein Item:

Fruit/Vegetable:

**Day 3**

Whole Grain Item:

*or* Meat/Protein Item:

Fruit/Vegetable:

**Day 4**

Whole Grain Item:

*or* Meat/Protein Item:

Fruit/Vegetable:

**Day 5**

Whole Grain Item:

*or* Meat/Protein Item:

Fruit/Vegetable:

**Day 6**

Whole Grain Item:

*or* Meat/Protein Item:

Fruit/Vegetable:

**Day 7**

Whole Grain Item:

*or* Meat/Protein Item:

Fruit/Vegetable:

**Day 8**

Whole Grain Item:

*or* Meat/Protein Item:

Fruit/Vegetable:

**Day 9**

Whole Grain Item:

*or* Meat/Protein Item:

Fruit/Vegetable:

**Day 10**

Whole Grain Item:

*or* Meat/Protein Item:

Fruit/Vegetable:

**Day 11**

Whole Grain Item:

*or* Meat/Protein Item:

Fruit/Vegetable:

**Additional Information:**

\*1% or skim milk is offered every day.

## SCHEDULE G: CYCLE MENU TEMPLATES

### 11 Day Cycle Menu

#### SFSP LUNCH\*

**Day 1**

Meat/Protein:

Whole Grain(s):

Fruits/Vegetables (2):

**Day 2**

Meat/Protein:

Whole Grain(s):

Fruits/Vegetables (2):

**Day 3**

Meat/Protein:

Whole Grain(s):

Fruits/Vegetables (2):

**Day 4**

Meat/Protein:

Whole Grain(s):

Fruits/Vegetables (2):

**Day 5**

Meat/Protein:

Whole Grain(s):

Fruits/Vegetables (2):

**Day 6**

Meat/Protein:

Whole Grain(s):

Fruits/Vegetables (2):

**Day 7**

Meat/Protein:

Whole Grain(s):

Fruits/Vegetables (2):

**Day 8**

Meat/Protein:

Whole Grain(s):

Fruits/Vegetables (2):

**Day 9**

Meat/Protein:

Whole Grain(s):

Fruits/Vegetables (2):

**Day 10**

Meat/Protein:

Whole Grain(s):

Fruits/Vegetables (2):

**Day 11**

Meat/Protein:

Whole Grain(s):

Fruits/Vegetables (2):

**Additional Information:**

\*1% or skim milk is offered every day.

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**SCHEDULE H**  
**Rhode Island Nutrition Requirements 2009 (RINR 2009)**  
**Nutrition Criteria for RI School Food Service Programs**

(final version 2/5/09)

**1. Minimum Nutrition Criteria for Reimbursable Meals and Snacks**

This applies to the School Breakfast Program (SBP), National School Lunch Program (NSLP), and the After School Snack Program.

Sponsors of these child nutrition programs must

- Meet the current Federal Requirements for each of the respective reimbursable meals and snacks provided , **and**
- Exceed the Federal Requirements for all federally reimbursable meals and snacks according to the following criteria.

*Note: In order to monitor and evaluate compliance with these more stringent nutrition requirements, the RINR 2009 will be incorporated into the nutrition review process (SMI) routinely conducted by RIDE.*

**Whole Grains:**

All of the grains served (rice, bread, pasta, cereal etc.) as part of reimbursable meals & snacks will be at least 50% whole grain

At least 50% of the grains served as part of the reimbursable meals and snacks, in total each week, calculated by quantity purchased, will be 100% whole grains.\*

Maximum allowed: whole grain products shall have no more than 7 grams of total sugar per ounce (exception: grains with fruit may have more) - The current RI Approved Product List will be expanded to include information on acceptable whole grain products for the School Breakfast and National School Lunch Programs by 2009-2010.

\*A whole grain should be defined as a food in which 100% of the flour or grain ingredient is whole grain. The Food and Drug Administration does not specifically define whole grains (except for whole wheat bread, which must be 100% whole grain.) Rather it sets a minimum of whole grain (51%) for products which can make a whole-grain claim. That minimum standard is not appropriate to use as the definition of whole grains for school meals.

*Rationale: including whole grains rich in fiber and magnesium also will help schools meet fiber and magnesium target levels for meals. (Fiber and magnesium are listed as nutrients of concern for children and adolescents in the Dietary Guidelines.*

**Fruits and Vegetables:**

Schools will utilize locally (preferably RI) grown and harvested produce when available.

In ALL menu planning options, schools **will** serve, at a **minimum**:

- 2 servings of fruit and/or vegetable per breakfast at least one serving will be vegetable
- 3 servings of fruit and/or vegetable per lunch. at least one serving will be vegetable
- 1 serving of fruit and/or vegetable per each after school snack. (Serving sizes will vary based on age/grade.)

To help ensure variety, schools will offer, at a **minimum**:

- 3 different fruits in 1 week
- 5 different non-fried vegetables in 1 week
- 1 serving of fruit or vegetable per day will be dark green or orange
- 1 serving of fruit or vegetable per day will be fresh or raw

To help ensure variety, schools will offer **no more than (maximum)**

- 1 serving of 100% juice per day for breakfast and lunch
- 1 serving of 100% juice for every 5 consecutive snacks served

***Examples of Dark Green/Orange Vegetables:***

Acorn Squash  
 Beet and Mustard Greens  
 Bok Choy  
 Broccoli  
 Butternut Squash  
 Carrots  
 Collard Greens  
 Dark Green Leaf Lettuces or Salad Greens, e.g. Mesclun  
 Hubbard Squash  
 Kale  
 Pumpkin  
 Romaine Lettuce  
 Spinach  
 Sweet Potatoes or Yams (orange)  
 Turnip greens  
 Watercress

***Examples of Orange Fruits***

Apricots  
 Cantaloupe  
 Guava  
 Mandarin Oranges  
 Mango  
 Nectarines  
 Orange  
 Papaya  
 Peaches  
 Tangerines

## **Added Sugars/Sweeteners:**

*Beverages* served as part of the school breakfast, school lunch or after school snack shall be 100% juice or milk with no more than 4 grams of total sugar per ounce.

*Whole Grain* items served as components of the reimbursable breakfast, lunch, and after school snack program shall have no more than 7 grams of sugar total per serving. (Exception: Whole Grains with added dried fruits such as raisin bran may have more than 7 grams of sugar per serving.) The goal is to minimize the added sugars but allow the naturally occurring sugars. Refer to the RI Approved product list for acceptable whole grain items.

*Artificial sweeteners* are not allowed.

## **Sodium:** *(revised 2/5/09)*

The goal is ultimately to help students not exceed the 2,300 mg daily tolerable upper intake level for sodium recommended in Dietary Guidelines. *A phased in approach has been taken to allow vendors, manufacturers and processors time to reformulate products.*

*For the school year 2009-2010,*

- School breakfast (including all components) shall contain no more than 575 mg of sodium, and
- *School lunch components that in total constitute each reimbursable meal offered, shall contain no more than 1070 mg of sodium: Of this 1070 mg., 300 mg. are assumed to be the sodium content of the milk and servings of whole grain bread, rolls, wraps or pizza crust. Note: Soup is excluded from this calculation, and*
- *Any soup served as part of the school lunch meal shall contain no more than 1000 mg of sodium,*
- Afterschool Snack (including all components) shall contain no more than 350 mg of sodium.

*The sodium content shall be calculated based on a weekly average of the total sodium content of required meal components that constitute each type of reimbursable meal served each day. For example, if the school lunch menu has four (4) options for lunch, all should be included in the sodium nutritional analysis and all should be included in the weekly average calculation.*

## **Milk Fat:**

Students shall be offered 1% or skim, non-flavored milk as a choice among other milk choices everyday. Flavored 1% or less fat shall have no more than 4 grams of total sugar per ounce.

## **Cooked legumes (dried beans or peas):**

One or more servings of cooked legumes (dried beans or peas) shall be offered each week.

***Examples of dried peas or beans are:***

Pinto beans  
Great Northern or Navy beans  
Kidney or red beans  
Black beans  
Lentils  
Garbanzo beans  
Cowpeas  
Split peas  
Lima beans (dry, mature, such as large white)  
Black-eyed peas

*(revised 2/5/09)*

**2. Minimum Nutrition Criteria for A La Carte Foods and/or Beverages Sold or Offered by School Food Service Operations**

Remember; the goal is to maximize utilization of the school meals programs by providing balanced nutritious meals to students during breakfast and lunch and to encourage consumption of balanced nutritious meals while discouraging the consumption of snack foods in place of meals.

*A la carte foods and/or beverages may be available in elementary schools, but are limited to the following: fresh milk, whole or cut fresh fruits and/or vegetables OR kitchen-prepared (unprocessed) fruit and/or vegetable side dishes.*

A la carte foods and/or beverages may be available in middle schools and high schools, but all a la carte items must meet the **RI Healthy Schools Coalition Nutrition Guidelines for School Vending and A La Carte** and/or must appear on the **RI Approved Product List** prepared by Kids First.

\*\*\*\*RIDE will work with each school district administration to enforce adherence to the **RI Healthy Schools Coalition Nutrition Guidelines for School Vending and A La Carte** throughout the entire school campus, including but not limited to fundraisers, school stores, vending machines, classroom rewards, celebrations, and special events.

**R. I. DEPARTMENT OF EDUCATION**

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.


(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Sodexo Management, Inc.  
Organization Name

Newport Public Schools  
PR/Award Number or Project Name

Scott Loretan, Senior Vice President  
Names(s) and Title(s) of Authorized Representative(s)

  
Signature(s)

July 1, 2009  
Date

## Instructions for Certification

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

## CERTIFICATION REGARDING LOBBYING

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

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Sodexo Management, Inc.


10400 Little Patuxent Pkwy, Suite 490

Columbia, MD 21044

**Name/Address of Organization**

Scott Loretan/Senior Vice President

**Name/Title of Submitting Official**



**Signature**

July 1, 2009

**Date**



## INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Sodexo Management, Inc.  
NAME OF FOOD SERVICE MANAGEMENT COMPANY

Newport Public Schools  
NAME OF SCHOOL FOOD AUTHORITY

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

(1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and


(3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting completion.

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

(1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

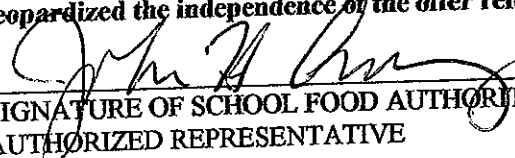
(2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have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

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

  
\_\_\_\_\_  
SIGNATURE OF FOOD SERVICE MANAGEMENT  
COMPANY'S AUTHORIZED REPRESENTATIVE

Senior Vice President    July 1, 2009  
TITLE                                  DATE

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

  
\_\_\_\_\_  
SIGNATURE OF SCHOOL FOOD AUTHORITY'S  
AUTHORIZED REPRESENTATIVE

Supt.                                  July 1, 2009  
TITLE                                  DATE

**CLEAN AIR AND WATER CERTIFICATE**

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

Sodexo Management Inc  
NAME OF FOOD SERVICE MANAGEMENT COMPANY      NAME OF SCHOOL FOOD AUTHORITY

**THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:**

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

**THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:**

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act amended (33 U.S.C. 1251 et seq., as emended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d), an approved implementation procedure or plan under Section 111© or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6© or (d), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d).


D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

  
\_\_\_\_\_  
SIGNATURE OF FOOD SERVICE MANAGEMENT  
COMPANY'S AUTHORIZED REPRESENTATIVE

*Senior President*  
TITLE      July 1, 2009  
DATE

  
\_\_\_\_\_  
SIGNATURE OF LOCAL EDUCATION AUTHORITY'S  
AUTHORIZED REPRESENTATIVE

*Dept*  
TITLE      July 1, 2009  
DATE

## Schedule I

### COMMON GOALS SESSION

#### **Definition:**

Common Goals is a meeting that is always held **within** sixty (60) days of the commencement of Services.

#### **Objectives:**

1. To assess the program's performance.
2. To seek input and provide better understanding of the contract to a broader representation of key school district personnel.
3. To solidify relationships.
4. To gain consensus of objectives/expectations from the business relationship.

#### **Participants:**

District: District liaison(s), and Superintendent, Business Manager, a Principal representing Schools and Student Services Director, Student Representatives and Parent Group Representatives.

Sodexo: Sales Executive, District Manager responsible for the contract, the General Manager and the Assistant Manager, if applicable. Vice Presidents and other company executives should attend on "as needed basis".

## **Schedule J**

### **ANNUAL EXPECTATIONS MEETING**

#### **Definition:**

Annual Expectations Meeting is a meeting that is always held during the second half of each school year.

#### **Objectives:**

1. To review progress to date on the goals and priorities set in previous meetings.
2. To establish priorities to close the school year and expectations for the upcoming school year.

#### **Participants:**

District: District liaison(s), and Superintendent. We suggest that at least one of the following participate: Board President, Superintendent(s), or Business Manager.

Sodexo: District Manager responsible for the contract, the General Manager and the Assistant Manager, if applicable. Vice Presidents and other company executives should attend on "as needed basis".