



STATE OF CONNECTICUT
BOARD OF TRUSTEES
FOR THE STATE COLLEGES

P. O. Box 2008 NEW BRITAIN, CONNECTICUT 06050
TEL. NEW BRITAIN: 203-229-1607 TEL. HARTFORD: 203-566-7373

SCR #78-26. *Repealed*
See 77-26
Repealed see 79-29
(U-C Sec 1-TAB 5)

RESOLUTION

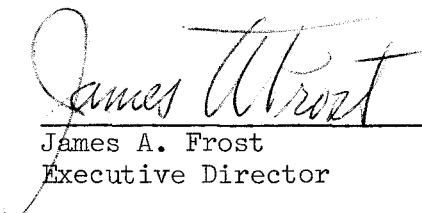
concerning

INCREASE IN BOARD FEE
at
EASTERN CONNECTICUT STATE COLLEGE

April 14, 1978

- WHEREAS, The contract between Saga Food Service of Connecticut, Incorporated, and Eastern Connecticut State College requires that each year price revisions be made based on the National Consumer Price Index for the preceding twelve months, and
- WHEREAS, The settlement reached in 1977 was well below the increase in the National Consumer Price Index, and
- WHEREAS, The College and the Saga Food Service of Connecticut, Incorporated, have negotiated a settlement for 1978 which is above the increase in the National Consumer Price Index but cumulatively, considering the settlement in 1977 and the proposed settlement for 1978, is below the two-year increase in the National Consumer Price Index, therefore, be it
- RESOLVED, That if the Board of Higher Education concurs, the food service charge for Eastern Connecticut State College shall be increased from the present \$295 per semester to \$315 per semester effective at the beginning of the fall term for the academic year 1978-1979.

A Certified True Copy:


James A. Frost
Executive Director



STATE OF CONNECTICUT

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file
SB-16
17

May 4, 1978

TO COLLEGE PRESIDENTS:

- Dr. F. Don James (CCSC)
- Dr. Charles R. Webb (ECSC)
- Dr. Manson Van B. Jennings (SCSC)

Enclosed is a copy of a letter to me from Dr. Bokelman, dated April 27, 1978, to which are attached Board of Higher Education Resolutions 78-F22-S and 78-F26-S. The authority for action is now complete. Please take the necessary steps.

Sincerely,

James A. Frost
Executive Director

JAF/jy
Encl.

cc: Mr. Rossomando



STATE OF CONNECTICUT

BOARD OF HIGHER EDUCATION

P.O. Box 1320

HARTFORD, CONNECTICUT 06101

AREA CODE 203 566-3912

RECEIVED

MAY 1 1978

April 27, 1978

BOARD OF TRUSTEES
FOR THE STATE COLLEGES

Dr. James A. Frost
Board of Trustees for State Colleges
P.O. Box 2008
New Britain, Connecticut 06050

Dear Dr. Frost:

At the Board of Higher Education meeting on Tuesday, April 25, 1978, a quorum being present and voting, the following resolutions were approved:

- 78-F22-S For Southern Connecticut State College to enter into a lease/purchase agreement for a relocatable classroom building for a period of three years.
- 78-F26-S To increase the Board fee at Central Connecticut State College from \$295 to \$310 and at Eastern Connecticut State College from \$295 to \$315.

I hereby certify that these are true copies of the resolutions.

Action to acquire properties for the Southern Perimeter Road at Central Connecticut State College was deferred to permit the Capital Projects Committee to visit the area and to obtain more on-site information about the finalized plans.

Sincerely yours,

W. Robert Bokelman, Director
Fiscal Planning and Management

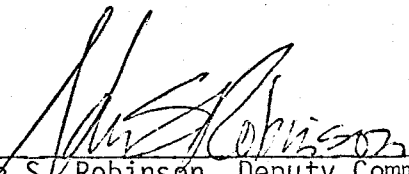
WRB:ja

Enclosures

CC: Anthony V. Milano, Office of Policy & Management
Daniel F. MacKinnon, Dept. of Administrative Services
Carl R. Ajello, Attorney General
Frank J. Reilly, Office of Policy & Management
Ray Johns, Dept. of Administrative Services

RESOLVED that the Board of Higher Education, subject to its responsibility contained in Section 10-116 of the 1977 version of the General Statutes, approve the recommendation of the Board of Trustees for State Colleges to increase the Board fee as follows effective at the beginning of the fall term for the academic year 1978-79:

	<u>From</u>	<u>To</u>
Central Conn. State College	\$295	\$310
Eastern Conn. State College	295	315


Nan S. Robinson, Deputy Commissioner
Board of Higher Education

4/25/78

April 11, 1978

Dr. W. Robert Bokelman
Director of Finance & Administration
Board of Higher Education
340 Capitol Avenue
Hartford, CT 06115

Dear Bob:

Enclosed please find copies of proposed resolutions relating to an increase in the Board Fee at CCSC and at ECSC. I believe that the resolutions and the accompanying materials are self-explanatory. It is, however, proper for the Board of Higher Education to understand that the Board charge to students includes money for overhead. The percentage of increase in each case would pertain, not only to the money paid the caterer but to the funds collected for overhead. Overhead is used for replacement of equipment, heating, lights, and some personnel, primary for maintenance.

Sincerely,

James A. Frost
Executive Director

JAF/b
encl.

REQUEST FOR APPROVAL OF INCREASE IN STUDENT BOARD FEES
at
EASTERN CONNECTICUT STATE COLLEGE

Section 3(h) of the present contract between Saga Food Service of Connecticut, Inc., and Eastern Connecticut State College provides that contract prices will be adjusted at the end of the first semester based upon the National Consumer Price Index. (See attachment) In 1976 the Consumer Index rose by 7.06% but the College negotiated a settlement of 3.55%. In 1977 the Consumer Index rose 6.7% and the College has worked out an agreement of 10.00%. The cumulative result is as follows:

<u>Year</u>	<u>Consumer Index Increase</u>	<u>Settlement Increase</u>
1976	7.06%	3.55%
1977	6.7%	10.00%

The settlement negotiated by the College in 1977 (3.55%) was considerably below the Consumer Index for 1976. In 1978 the negotiated settlement is above the Consumer Index for 1977; however, the compounded increase of the Consumer Index over the two-year period is 114.81% whereas the two-year increase for the negotiated settlement is 113.9%.

3. (f) CONTRACTOR will provide pre-dorm service and inter-session service for 25 to 60 people on a daily meal rate basis of \$4.25 pro-rated on a per meal basis as follows:

Daily	\$4.25
Breakfast	.75
Lunch	1.25
Dinner	2.25

Dates of service to be mutually agreed upon.

(g) CONTRACTOR will provide bag lunches as required by the College for contract patrons unable to attend regular meal hours because of class schedules, field trips, student teaching, etc.

(h) The COLLEGE agrees to review contract prices at the end of the first semester and adjust the contract prices equal to the National Consumer Price Index increase over the base figures issued August 1974 and subject to the freeze rules and regulations adopted by the Cost of Living Council.

(i) The COLLEGE will provide CONTRACTOR with a list of contract patrons prior to the beginning of each term and keep this list current by notifying CONTRACTOR of any changes as they occur. Weekly changes will become effective with breakfast Sunday morning. A mutually agreeable method of identifying contract patrons will be provided by CONTRACTOR. CONTRACTOR

Interdepartment Message

STO-201 REV.3/74 STATE OF CONNECTICUT
(Stock No. 6938-051-01)

SAVE TIME: *Handwritten messages are acceptable.*
Use carbon if you really need a copy. If typewritten, ignore faint lines.

To	NAME Rita Levy	TITLE Asst. Executive Officer for Finance and Management	DATE March 31, 1978
	AGENCY Board of Trustees	ADDRESS P.O. Box 2008, New Britain, Connecticut, 06050	
From	NAME Fred Herbert <i>F.H.</i>	TITLE Director of Administrative Affairs	TELEPHONE 456-2231, ext. 410
	AGENCY Eastern Connecticut State College	ADDRESS 83 Windham Street, Willimantic, Conn., 06226	
SUBJECT State College			

Eastern Connecticut State College's Increase of Board Fee

This is in response to your memorandum of March 28, 1978, same subject.

1. Copy of Contract

Attached is a copy of the College's contract with Saga Food Service of Connecticut, Incorporated.

2. Clarification of Paragraph 2 (as circled).

In accordance with paragraph 3(h), page 8 of the contract, Eastern Connecticut State College has adjusted contract prices upward in January 1977 and January 1978. These two adjustments increase the food service contract weekly cost from the original \$16.03 to \$18.25. The College has incurred additional costs in administering the food plan and carrying out contract maintenance obligations as specified in paragraph 7, page 10, and paragraphs 4b and 7 on page 16.

Approval of our request to increase the semester board fee from \$295.00 to \$315.00 is necessary to enable us to successfully provide food service to our students. This increase will provide adequate food service to our students with an annual cost of \$86.00 less than Southern Connecticut State College's board fee and \$20.00 less than Western Connecticut State College's board fee.

FH:mts

Attachment

cc: Dr. James A. Frost
Mrs. Margaret S. Wilson

*Hand delivered
2:15 P.M.*

RECEIVED

MAR 31 1978

BOARD OF TRUSTEES
FOR THE STATE COLLEGES

COMPLETE

MEMORANDUM OF AGREEMENT

EASTERN CONNECTICUT STATE COLLEGE

and

Saga Food Service of Connecticut, Inc.

MEMORANDUM OF AGREEMENT made this 1st day of Sept., 1975

Saga Food Service of

between Connecticut, Inc., 20 Tower Lane, Avon, Connecticut,

(name)

(address)

hereinafter called "CONTRACTOR" and EASTERN CONNECTICUT STATE

COLLEGE, hereinafter called "COLLEGE" in accordance with the provisions of Section 10-109b of the General Statutes, as amended.

SCOPE OF OPERATIONS

1. CONTRACTOR shall have the exclusive right to operate, as independent operator, the dining facilities maintained for students at Hurley Hall and the food service portion of the Rathskeller in the Student Center in Eastern Connecticut State College with administrative offices at 83 Windham Street, Willimantic, Connecticut. CONTRACTOR shall operate on his own credit and be responsible for all costs of operations of said dining facilities as enumerated hereafter.

CONTRACTOR will hold harmless the COLLEGE from any and all claims, demands or liabilities arising out of the CONTRACTOR'S operation of the facilities. It is understood that in granting such concession, the COLLEGE nevertheless reserves the right to control the quality and pricing of food and beverages and the hours and manner of distribution, to make inspections at any time; and, by the special permission of the COLLEGE to permit the use of facilities and equipment,

utensils, glassware, china and flatware by groups and organizations, with a waiver of CONTRACTOR'S responsibility specified in writing to Saga Food Service of Connecticut, Inc.

(contractor)

2. CONTRACTOR agrees to operate said services and to offer for sale food products and non-alcoholic beverages (hereinafter referred to as "products").

3. (a) CONTRACTOR will provide food service for students and other authorized persons consisting of twenty-one meals per week for the college year at a weekly cost of \$16.03.

(b) CONTRACTOR will provide service for the following periods or events which are not included on the approved feeding calendar:

- a. Vacation Periods
- b. Between Semesters
- c. From last day on approved feeding calendar
through Commencement

(c) CONTRACTOR will provide service during the summer session in accordance with the approved feeding calendar.

(d) All contract feeding will be scheduled for Hurley Hall Cafeteria and students will be given the option of using the meal ticket at the Rathskeller during scheduled breakfast and luncheon periods. The meal value of the ticket will be applied against purchases made, the difference being paid in cash. The exchange value will be mutually agreed upon by the COLLEGE and the CONTRACTOR.

(e) All meals will be served cafeteria style in accordance with the following specifications:

SERVICE SPECIFICATIONS

CONTRACTOR will supply a minimum six (6) week cycle menu.

Menu basics - Regular Patrons

Breakfast

Chilled Juices - Choice of at least five

Cold Cereals - Choice of at least six

Fresh Fruits and Stewed Fruits - Choice of 3 fresh fruits

Hot Cereal

2 Entrees from Hot Cakes, Waffles, Eggs, French Toast

Breakfast Meat (Bacon, Ham, Sausage, Fish or Beef). Will be served 3 times a week with 2 choices, and 4 times a week with one choice.

Variety of Toasted Breads, Sweet Rolls, Doughnuts (made fresh daily), etc., and Butter, Jelly, Marmalade, and Honey.

Lunch and Dinner

Soup or Chilled Juices

5 Salads (minimum)

3 Entrees

1 Potato

2 Vegetables

5 Desserts - Always a baked item and ice cream included.

Hot Bread or Hot Rolls, plus usual White, Rye, or Wheat Breads and Butter.

Beverage - Milk, Coffee, Tea, Iced Tea, Chocolate Milk, Skim Milk, Soda, Hot Chocolate, and Punch type Drinks.

Portions

Steaks - 10 oz.

Cutlets and Chops - 3 portions to a pound

Meat Rolls, Roast, Hams, etc. - 4 oz. cooked

Breakfast Meats - 2 oz.

Seconds Policy

Milk and beverages shall be available on an unlimited basis.

Unlimited servings available on all food items with the exception of Steak or other specialty items, i.e. Cornish Game Hen, Chicken Breasts.

There will be an open Salad Bar at Lunch and Dinner, 7 days per week. No seconds will be allowed in the Rathskeller.

Special Features and Routine Menu Breaks

1. At least once per week and not on Friday, Saturday, or Sunday, a special meal will be served. Special event meals are those meals above the normal menu cycle which recognize special ethnic dishes, national holiday themes, etc. The menu service will be chosen from the following list of examples:

1. 10 oz. Steak
2. Fried Shrimp
3. Rock Cornish Hen
4. Special Buffet
5. Sit-Down Service or other agreed upon activity may be substituted with prior approval of the Dean of Administrative Affairs.

2. During examination periods special treats will be provided at no extra charge for Contract Boarding Students.

3. A pace changer every two weeks.

4. Contractor shall provide promotional programs to stimulate resident and non-resident use of college food service facilities. These promotions to be professionally developed and prepared and include such material as theme materials, ecology programs, appropriate table tents, etc. Evidence of ability to provide these programs should be demonstrated at contractor's existing accounts.

5. CONTRACTOR shall provide at no extra charge for contract patrons at least one Special Event each calendar month during the school year. Special parties or functions will be treated on an individual basis except that where a special function takes the place of a regular meal; CONTRACTOR will only charge for food and labor in excess of what ordinarily will be required for regular service.

Raw Food Purchasing Specifications

The following grade requirements briefly outline the specifications which will be used in procurement of raw foods. CONTRACTOR shall supply more complete specifications to the COLLEGE upon request.

Meats

Beef and Veal	- U.S. Grade Choice (dry and moist heat preparation)
Lamb	- U.S. Grade Choice
Pork	- U.S. Grade A (1)
Poultry	- U.S. Grade A (1)

Fish and Sea Foods

Fresh preferred. Frozen products packed under U.S.D.A. 1 inspection of nationally distributed brand.

Eggs - Grade A - Medium

Fruits and Vegetables

Fresh - U.S. Fancy or U.S. 1

Frozen - U.S. Grade A

Canned - U.S. Fancy

U.S. Choice and Extra Standard Grades (Vegetables)

Note: No less than 50% of fruits and vegetables are to be fresh or frozen. Juices are to be fresh or high quality frozen.

Pastries - Fresh Daily, Doughnuts will be prepared on premises daily.

Hours of Service

The hours of service at Hurley Hall are as follows:

	<u>Mon - Fri</u>	<u>Saturday</u>	<u>Sunday</u>
Breakfast	7:15 - 8:30	8:30 - 9:15	8:30 - 9:30
Lunch	11:15 - 1:15	12:00 - 1:00	12:00 - 1:00
Dinner	5:00 - 6:30	5:00 - 6:00	5:00 - 6:00

The hours of service at the Student Center Rathskeller are as follows:

Monday - Thursday		7:30 am - 9:00 pm
	Grill Hours	11:00 am - 2:00 pm 4:30 pm - 8:00 pm
Friday		7:30 am - 4:30 pm
	Grill Hours	11:00 am - 2:00 pm
Saturday and Sunday		Closed

The hours of service are subject to change as mutually agreed upon by the COLLEGE and CONTRACTOR and may include Sunday or Holiday Brunch. Special hourly arrangements at the request of the COLLEGE shall be made for the serving of athletic teams and extra-curricular groups where schedules do not permit them to take advantage of regular service hours. Service shall be in conformance with official printed calendar and related to closing and opening of COLLEGE dormitories.

During weeks and days of partial service, the weekly cost shall be pro-rated as follows:

Per Day	<u>\$2.29</u>
Breakfast	<u>.38</u>
Lunch	<u>.76</u>
Dinner	<u>1.15</u>

Occasional meals provided day students and guests shall be charged at the following rates:

Breakfast	<u>.75</u>
Lunch	<u>1.25</u>
Dinner	<u>2.25</u>
Sunday Breakfast (Continental Brunch)	<u>1.25</u>
Sunday Dinner (Steak or Festive Meal)	<u>3.50</u>

Where applicable, CONTRACTOR shall collect sales tax from patrons and remit to the State of Connecticut.

3. (f) CONTRACTOR will provide pre-dorm service and inter-session service for 25 to 60 people on a daily meal rate basis of \$4.25 pro-rated on a per meal basis as follows:

Daily	\$4.25
Breakfast	.75
Lunch	1.25
Dinner	2.25

Dates of service to be mutually agreed upon.

(g) CONTRACTOR will provide bag lunches as required by the College for contract patrons unable to attend regular meal hours because of class schedules, field trips, student teaching, etc.

(h) The COLLEGE agrees to review contract prices at the end of the first semester and adjust the contract prices equal to the National Consumer Price Index increase over the base figures issued August ¹⁹⁷⁵~~1974~~ and subject to the freeze rules and regulations adopted by the Cost of Living Council.

(i) The COLLEGE will provide CONTRACTOR with a list of contract patrons prior to the beginning of each term and keep this list current by notifying CONTRACTOR of any changes as they occur. Weekly changes will become effective with breakfast Sunday morning. A mutually agreeable method of identifying contract patrons will be provided by CONTRACTOR. CONTRACTOR

shall be responsible for the checking of identification of authorized persons in the dining hall. CONTRACTOR shall bill the COLLEGE monthly, based upon the number of contract patrons authorized each week. No credit will be taken by the COLLEGE for meals missed by persons covered under 3(a) and (f).

(j) The COLLEGE estimates the following number of contract patrons for the year: 600

(k) Service in the dining halls shall be cafeteria style. In all locations, patrons shall "bus" their soiled dishes. As may be mutually agreed, dinner may occasionally be served by waiters or waitresses. The additional cost of this service will be agreed upon by the COLLEGE and CONTRACTOR.

(l) CONTRACTOR shall provide food services at all special functions, including but not limited to: teas, coffee hours, dinners for special conferences within the COLLEGE, as well as conferences of outside groups that the COLLEGE wishes to have served. The prices to be charged for such services shall be mutually agreed upon by the CONTRACTOR and the COLLEGE in advance.

4. (a) The costs of said operations and the services to be rendered by the CONTRACTOR shall include, but not be limited to the following:

1. Complete on-the-job management of dining facilities.
2. Cost of raw food

3. Menus prepared for and approved by the COLLEGE, presented to the Dean of Administrative Affairs at the College.
4. Food preparation and service.
5. Labor and labor relations of CONTRACTOR'S employees.
6. Personnel development and training.
7. Replacement, at the same or equal quality of the loss and breakage to the initial inventory of china, glassware, silverware, trays and all other smallwares, kitchen utensils, and serving equipment originally furnished by the COLLEGE without cost to the CONTRACTOR.

CONTRACTOR shall receipt for and use diligence in the care and maintenance of all facilities and equipment supplied by the COLLEGE hereunder. Upon termination of this Agreement, CONTRACTOR shall surrender to the COLLEGE, less reasonable wear and tear, the facilities and the same or equal inventory first received, or as may be maintained or replaced by CONTRACTOR, or reduced by the COLLEGE during the term of this Agreement. Contractor will repair and maintain in working order present fixed equipment as inventoried and as augmented during the term of the Contract. The COLLEGE shall provide all repairs to the building.

8. Laundry, paper, detergents, and other direct supplies.
9. Adequate insurance coverage (as specified in "INSURANCE").
10. Telephone expense including a pro-rated share of basic phone service costs.
11. Trash and garbage removal.
12. Facility planning and consultation services.
13. CONTRACTOR will provide flexible dining services to the specification of the institution, including such services as:
 - Training tables
 - Infirmary services (as jointly determined)

Special diets (e.g. weight watchers)

Faculty clubs, special functions and events

Para-educational activities, such as theme buffets related to classroom study.

Purchasing of food and supplies.

Specifications of food and supplies

Financial responsibility.

Supervision, both administrative and technical.

Field audits to check daily records and controls.

Periodic visits by responsible company executives.

Monthly and annual reports of sales.

INSURANCE

1. CONTRACTOR agrees to obtain and keep in force during the term of the contract Workmen's Compensation Insurance, Comprehensive (including Products) Insurance and Bodily Injury and Property Damage Insurance for all employees to cover all accidents occurring in any area where employees are required to work.

2. CONTRACTOR shall file with the COLLEGE a certificate of Public Liability Insurance in the limits of not less than \$50,000.00 for injuries and/or death to any one person, and \$100,000.00 ^{for} /injuries and/or death of any number of persons in any one incident. CONTRACTOR shall also file a property damage certificate in any amount of not less than \$5,000.00. These

certificates are to indemnify and save harmless the COLLEGE and any of its agencies or employees from any liability, rights, or causes for action arising by virtue of this Agreement from any cause whatsoever. These certificates shall be for the term of the Contract and shall contain a ten (10) day non-cancellation clause for the contract period. The COLLEGE shall be notified immediately in writing of any changes or proposed cancellation of the certificates.

3. CONTRACTOR shall file with the COLLEGE a performance bond in the amount of \$5,000.00; said bond to be for the full term of the life of the Contract. Negotiable United States Government Securities acceptable to the Treasurer of the State of Connecticut may be offered in lieu of the bond.

4. In the event CONTRACTOR shall fail to maintain and keep in force required insurance, the COLLEGE shall have the right to cancel and terminate this contract forthwith and without notice.

5. The Contractor shall have demonstrated the proven capability of operating a minimum of three (3) college or educational food services with a minimum gross sales volume of \$350,000 or 650 full boarding students and will submit a list of such schools to the College.

COMPLIANCE WITH STATUTES

1. CONTRACTOR shall comply with all statutes, ordinances, and regulations of all Federal, State, County and Municipal Govern-

ments and of any and all of the departments and bureaus thereof applicable to the carrying on of its business. CONTRACTOR shall procure at its own expense all licenses and permits that may be required and will promptly pay all taxes assessed against its business herein described, but nothing contained herein shall be deemed to require CONTRACTOR to pay any real or personal property taxes assessed against any property not owned by CONTRACTOR.

2. The COLLEGE agrees that during the term of this Agreement and for one (1) year thereafter, it will not employ directly or indirectly, or contract with any supervisory personnel in the employ, or who have been in the employ, of CONTRACTOR at the COLLEGE; and likewise CONTRACTOR agrees not to hire or solicit for hire such persons that may be employed by the COLLEGE, except by written consent.

ACCOUNTING RECORDS AND REPORTS

1. CONTRACTOR shall keep accounting records of its operations under this Agreement which are separate from its records relating to other transactions. Such records shall be kept in a form and manner satisfactory to the COLLEGE and shall be open to inspection and audit.

2. The only cash registers allowed on the premises shall be those approved or supplied by the COLLEGE and all transactions shall be recorded on such cash registers. The use of any other procedure shall be the basis for the COLLEGE to terminate the contract.

3. On or before the 21st day of each month, CONTRACTOR shall submit a monthly statement in writing, listing all costs and all revenues from all sources, except weekly meal payments and excluding any State Sales Tax.

4. With this statement, CONTRACTOR shall pay the COLLEGE five (5) per cent of such gross income from all but weekly meal plan payments.

5. On or about the 20th of September of each year, the COLLEGE will pay CONTRACTOR an advance deposit equal to 4 weeks average billing for the anticipated enrollment. Said deposit will be proportionately credited against the regular billings for the months of April and May of that College year. In the event of termination of this contract prior to the end of the College year, said deposit shall be applied against any monies due CONTRACTOR by the COLLEGE.

6. This contract shall be effective August 29, 1975. It may, however, be terminated by a sixty (60) day written notice by either party hereto, addressed to their principal offices, but this provision shall in no way limit the rights of the COLLEGE under Section 10. This contract may be amended at any time by mutual agreement of the parties, with the necessary approvals thereto on behalf of either party. The laws of the State of Connecticut shall apply in all instances as to the interpretation of this Agreement.

FACILITIES AND EQUIPMENT

1. CONTRACTOR shall have the exclusive use of all kitchens, dining rooms and auxiliary furniture, furnishings, dishes, utensils, silverware, and all other dining room and kitchen equipment owned and provided by the COLLEGE; adequate sanitary toilet facilities and dressing rooms for CONTRACTOR'S employees; offices with suitable furnishings for the exclusive use of CONTRACTOR; and such heat, refrigeration and utility services as may be reasonably required for the efficient performance of the contract.

2. At the expiration of the Contract, CONTRACTOR will surrender facilities and equipment to the COLLEGE in as good condition as at the present time, ordinary wear and tear and loss or damage by fire, flood, and other perils covered by extended insurance coverage excepted.

3. An inventory of all equipment items will be taken at the beginning of the Contract, and kept current during the life of the Contract.

4. CONTRACTOR shall be responsible for the following:

- a. the maintenance of the kitchens, dining rooms, store rooms, and other food service areas in a clean and sanitary condition at all times; rodent and insect control; mopping and waxing of floors, at least once a month; but the cleaning of windows, lighting fixtures,

ceilings, and walls beyond the ordinary reach will be provided by the COLLEGE. The COLLEGE shall have the right of inspection at any time and to insist that corrective sanitary measures are taken in any situation not to the COLLEGE standards.

- b. The COLLEGE shall retain responsibility for repairs or replacement of dining room tables and chairs, building electrical wiring or plumbing, fire extinguishers, electric light bulbs, building exhaust and supply fans; and painting.

5. CONTRACTOR shall be responsible for the removal of all trash, garbage, and debris from the premises occupied.

6. The COLLEGE has the right to inspect the food service activity and areas at any time.

7. It is specifically understood that the COLLEGE may use the dining room areas from time to time for such purposes as student testing, dances, etc. as it may desire. Appropriate set-up and clean-up will be undertaken by the COLLEGE personnel at no cost to CONTRACTOR.

8. CONTRACTOR shall install in the food service facility, at his own expense, and with the approval of the COLLEGE, necessary equipment and renovations in the amount of \$5,000.00 annually.

9. CONTRACTOR shall provide to the COLLEGE copies of its paid invoices, describing the purchase of said equipment and renovations.

In the event that such purchases are less than the above described amounts, CONTRACTOR shall present to the COLLEGE at the same time a refund for the difference.

10. Title to such new equipment or renovations installed, shall become, and remain forever, the property of the COLLEGE.

11. CONTRACTOR shall be responsible for compliance with Federal, State, and local government rules, regulations, and taxes as may affect or be involved in food services, provided under the contract.

12. All signs, notices, instruction, etc. must have the approval of the Dean of Administrative Affairs prior to posting.

13. CONTRACTOR shall provide, as a part of his bid, a proposed manning chart for the operation, including job title, wage, daily schedule and weekly schedule.

14. CONTRACTOR shall provide, as part of his bid, a copy of CONTRACTOR'S Affirmative Action Policy and a copy of CONTRACTOR'S Equal Employment Opportunity policy.

15. The COLLEGE encourages contractor to employ as many students as possible.

EVALUATION OF DINING SERVICE

1. The COLLEGE shall appoint a Food Committee which shall meet with CONTRACTOR'S representatives on a monthly basis to appraise the operation. CONTRACTOR shall take action on all reasonable requests.

2. At least twice yearly, once in the fall term and once in the spring term, CONTRACTOR shall conduct a written food preference survey for boarding students. The College Food Committee shall assist CONTRACTOR with the advance publicity, conduct, and follow-up of the survey. Results of the survey shall be promptly tabulated by CONTRACTOR and forwarded to COLLEGE representatives, who will disseminate the results to the COLLEGE community.

3. At least once yearly, CONTRACTOR at his expense shall conduct a nutritional audit of the food as served to boarding students. This evaluation of the nutritional adequacy of the food served to students is to be conducted and summarized by American Dietetic Association dietitians. CONTRACTOR is to supply data as to actual food usage as compared to the recommended usage as published by the United States Department of Agriculture, Bureau of Human Nutrition and/or the National Research Council.

CONTRACTOR RESIDENT PERSONNEL

1. All management personnel shall be thoroughly trained and experienced to the satisfaction of the COLLEGE. All management personnel shall be interviewed and accepted by the COLLEGE prior to assuming managerial responsibilities.

2. Only persons acceptable to the COLLEGE will be employed by the CONTRACTOR in the COLLEGE dining facilities. If employees are terminated, reason why may be discussed with the Dean of Administrative Affairs.

3. Personnel relations of employees on CONTRACTOR'S payroll will be CONTRACTOR'S responsibility. The CONTRACTOR will comply with all applicable government regulations related to the employment and payment of personnel.

4. CONTRACTOR shall require all of its employees assigned to duty in the COLLEGE to submit to health examinations before being hired and periodically, at least annually, or as frequent and as stringent as required by law, and to submit satisfactory evidence of compliance with all health regulations to the COLLEGE. It is understood that the premises shall be subject to inspection by the State Department of Health. All food service personnel shall wear acceptable, neat, and clean uniforms, hair nets or caps. Fingernails shall be short and clean. Employees may not smoke while preparing food.

5. CONTRACTOR will employ such number of student workers as agreed upon by the CONTRACTOR and the COLLEGE.

6. The rates quoted in this contract will include compensation for CONTRACTOR'S dining service personnel.

7. CONTRACTOR agrees that the services under this Agreement are vital to the health and welfare of the students and others and the efficient operation of the COLLEGE, and if the COLLEGE shall determine that the CONTRACTOR has violated the intent of the specifications or any provision of the Contract, the COLLEGE reserves the right to void the Contract, to seize the performance bond as liquidated damages, and to assign the Contract to another.

8. The undersigned certify that no other individual, partnership or corporation has any interest in this proposal or contract, and disclosure of any such interest shall be cause for immediate termination of the Contract and forfeiture of the performance bond, as liquidated damages.

9. The Dean of Administrative Affairs will act as representative for the COLLEGE to deal with the CONTRACTOR or his representative in carrying out the provisions of this Contract.

10. CONTRACTOR, upon the request by the COLLEGE, shall submit a proposed financial statement for 1975-76, showing anticipated sales, food costs, labor costs and itemized direct expenses including stationery, detergents, cleaning supplies, disposables, and small equipment.

11. CONTRACTOR also agrees that he will not begin performance under the terms of this Contract until said CONTRACTOR is notified by Eastern Connecticut State College that said Contract has been approved by the Department of Finance and Control and the Attorney

General of the State of Connecticut.

The Appendix attached hereto is incorporated herein and made a part hereof.

Statutory Authority: Section 10-110, as amended, 1965 supplement to the General Statutes.

ASSIGNMENT

This Agreement may not be assigned by CONTRACTOR in whole or in part without the prior written consent of the COLLEGE. CONTRACTOR shall have no right to sublet any portion of the aforesaid dining facilities, kitchen, or auxiliary storage or service areas.

EMPLOYMENT TERMS - NON-DISCRIMINATION

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, and as such, this Contract may be cancelled, terminated, or suspended by the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Three, or any State or Federal law concerning non-discrimination notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have con-

tinuing jurisdiction in respect to Contract performance in regard to non-discrimination until the Contract is completed or terminated prior to completion.

The CONTRACTOR agrees and warrants that in the performance of this Contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion or national origin, sex, (or) PHYSICAL DISABILITY, INCLUDING, BUT NOT LIMITED TO, BLINDNESS, UNLESS IT IS SHOWN BY SUCH CONTRACTOR THAT SUCH DISABILITY PREVENTS PERFORMANCE OF THE WORK INVOLVED in any manner prohibited by the laws of the United States or the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information required by the Commission concerning the employment practices and procedures of the CONTRACTOR as related to the provisions of this section.

This Contract is subject to the provision of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, to be effective April 16, 1973 and, as such, this Contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or non-compliance with said Executive Order Seventeen, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that

Executive Order Seventeen is incorporated herein by reference and made part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to employment openings listing with the Connecticut State Employment Service, until the Contract is completed or terminated prior to completion.

Saga Food Service of Conn., Inc. agrees as part consideration hereof that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Seventeen and that he will list all job openings with the Connecticut State Employment Service, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

GENERAL INFORMATION

1. The food service locations covered by this proposal are:
Hurley Hall Dining Room
Student Center Rathskeller
2. This proposal is for manual service only. Automatic vending services are not a part of this proposal.
3. It is the responsibility of the CONTRACTOR to be fully acquainted with all conditions to be found at the COLLEGE.

Inspection of the various food service premises, and all inquiries concerning this Contract shall be made to:

Eugene Heide

Dean, Administrative Affairs

Eastern Connecticut State College

4. For bidding purposes only, the annual dollar sales volume of this proposed Contract is estimated to be \$370,410.

5. The COLLEGE calendar for the 1975-76 academic year is included in the appendix.

6. The CONTRACTOR will be responsible for feeding contract board students for approximately 215 feeding days. Partial feeding days will be charged on a pro-rated basis of the daily board charge as follows:

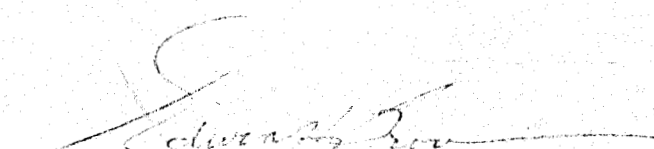
Breakfast	1/6
Lunch	2/6
Dinner	3/6

I, the undersigned, Edwin H. Brown, Secretary of SAGA FOOD SERVICE OF CONNECTICUT, INC. (a wholly-owned subsidiary of Saga Corporation (formerly Saga Administrative Corporation)), a Connecticut Corporation with main offices located in the town of Menlo Park, California, hereby certify that the following is a verbatim extract of a portion of the bylaws of this corporation (authority for signature).

The following is an excerpt of the Minutes of the Meeting of the Board of Directors of Saga Corporation duly called and held on the Twenty-fifth day of October, Nineteen hundred and Seventy-three.

RESOLVED, That any Saga Food Service food service or sales contract made in the ordinary course of business, pursuant to the attached "Contract Administration General Guidelines," as amended October 18, 1973, may be signed by the president or any of the vice presidents.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of this corporation, this Twenty-fifth day of July, Nineteen hundred and Seventy-five.


Edwin H. Brown
Assistant Secretary of Saga Corporation
Secretary of Saga Food Service of
Connecticut, Inc.

CALENDAR 1975-76

First Semester

Friday, August 29	Academic year begins
Tuesday, September 2	Registration - all students
Wednesday, September 3	Classes Begin - 8:00 A.M.
1:00-3:00 p.m.	Schedule adjustments--college initiated problems
Thursday, September 4	
9:00-12:00	Add overload for qualified students
September 8 - 10	Drop and Add period
Friday, October 24	Mid-Semester Grades Due - 12:00 noon
Monday, November 3	Last date to make Application for December 1975 graduates
Friday, November 7	Last day to drop courses without penalty
Tuesday, November 11	Veterans Day - Holiday
Wednesday, November 26	Thanksgiving Recess Begins - 10:30 pm
Monday, December 1	Thanksgiving Recess Ends - 8:00 a.m.
Friday, December 12	Last day of classes
December 15, 16, 17, 18, 19	Final Examination Week
Friday, December 19	Last day of instruction, Day and Evening Programs (10:30 p.m.)
Monday, December 22 (noon)	Final grades due. End of semester

Second Semester

Monday, January 19, 1976	Classes Begin - 8:00 A.M.
1:00-3:00 p.m.	Schedule adjustments - college initiated problems
Tuesday, January 20	
9:00-12:00	Add overload for qualified students
Thursday, January 22 through 23	Drop and Add period
Monday, January 26	Last date to make application for June graduation
Monday, February 16	Washington's Birthday - Holiday
Friday, March 5	Mid-Semester Grades due
Saturday, March 20	Spring Recess Begins - 12 noon
Monday, March 29	Spring Recess Ends - 8:00 a.m.
Friday, March 19	Last day to drop courses without penalty
Friday, April 16	Good Friday - Holiday
Wednesday, May 5	Last day of classes
May 6, 7, 10, 11, 12	Final Examination Week
Wednesday, May 12	Last day of instruction, Day and Evening Programs (10:30 p.m.)
Friday, May 14 (noon)	Final Grades due
Sunday, May 23	Commencement
Tuesday, June 8	Academic Year Ends

TENTATIVE SUMMER SESSION - 1976

UNDERGRADUATE

June 7 - July 2
July 7 - August 4

GRADUATE

June 28 - July 16
June 28 - August 6

8/25

EMPLOYER REPORT OF COMPLIANCE STAFFING

The following report is submitted as part consideration of the proposed contract dated between the undersigned and the State of Conn.

Name of Contracting Firm Saga Food Service of Connecticut, Inc.	Type of Report <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor
Address (No. and Street) (City) (State) One Saga Lane Menlo Park, Ca. 94025	

EMPLOYEE INFORMATION

Total Employed	White	Negro	Spanish Surname	Other (specify)
<u>85</u>	<u>73</u>	<u>9</u>	<u>0</u>	<u>3 (Oriental)</u>

Does your firm have a collective bargaining agreement or other contract or understanding with a labor organization or employment agency for the recruitment of labor?

YES

If yes, list the name and address of the agency or organization.

Name	Address (No. and Street, City, State)
------	---------------------------------------

NO

If no, indicate the usual methods of recruitment.

- Connecticut State Employment Service
- Private Employment Agency
- Newspaper Advertisement
- Walk-In
- Other (specify) **Referral from present employees**

APPROVED
Peter J. Pully

The signer certifies that its practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex, or national origin, or ancestry of any individual, and that the signer agrees it will affirmatively cooperate in the implementation of the policy and provisions of Executive Order Number Three, and consent and agreement is made that recruitment, employment and the terms and conditions of employment under the contract shall be in accordance with the purposes and provisions of Executive Order Number Three.

I certify that the above is correct to the best of my knowledge.

Employer Saga Food Service of Connecticut, Inc.
Business Name

Date
7/31/75

By *John D. Sweet* Vice President
Signature Title

Interdepartment Message

STO-200 REV. 11/73 (Stock No. 6938-050-01)

SAVE TIME: *Handwritten messages are acceptable.*

Use carbon if you really need a copy. If typewritten, ignore faint lines.

To	NAME Fred Herbert	TITLE Director of Administrative Affairs	DATE Mar. 28, 1978
	AGENCY Eastern Connecticut State College	ADDRESS 83 Windham Street, Willimantic, Connecticut 06226	
From	NAME Rita Levy	TITLE Assistant to Executive Officer for Fin. & Mgmt.	TELEPHONE 827-7700
	AGENCY Board of Trustees/State Colleges	ADDRESS P.O. Box 2008, New Britain, Connecticut 06050	

SUBJECT

Dr. Frost request that you furnish before the next Budget Committee meeting, April 3, 1978 the following:

1. Copy of Contract with Saga Food Service, Inc.
2. Clarification of paragraph 2 (as circled).

RL/st

cc: ✓ Dr. James A. Frost
Mrs. M. Wilson

SAVE TIME: *If convenient, handwrite reply to sender on this same sheet.*

★ THINK CASH! Send in a suggestion. You could win an award! ★
Send your suggestion to: Employees' Suggestion Awards Program, 165 Capital Ave., Hartford, 06115.

5

Interdepartment Message

SAVE TIME: Handwritten messages are acceptable.
Use carbon if you really need a copy. If typewritten, ignore faint lines.

REV. 3/77 STATE OF CONNECTICUT
Form No. 6938-051-01)

To	NAME Frederic W. Rossomando, Executive	TITLE Board of Trustees for the	DATE March 3, 1978
	AGENCY Officer for Finance and Management	ADDRESS Connecticut State Colleges	
From	NAME <i>CRW</i> Charles R. Webb, President	TITLE Eastern Connecticut State	TELEPHONE 456-2231
	AGENCY	ADDRESS College	

SUBJECT

As you can see from the attached it will be necessary to raise the Board Plan charge at Eastern Connecticut State College from \$295 to \$315.

This being the first increase since 1974, a period during which food costs have gone up at least 20%, I do not see how we can avoid an upward adjustment. I recall that at least one of the other colleges has increased its rates since 1974.

You may wish to discuss with Dr. Frost whether he wishes to place this matter on the agenda of the Council of Presidents.

CRW:arc

cc: Dr. James A. Frost
Dean Robert W. Meshanic

*Dr. Frost
wants copy
of Contract*

RECEIVED

MAR 6 - 1978

BOARD OF TRUSTEES
FOR THE STATE COLLEGES

★ THINK CASH! Send in a suggestion. You could win an award! ★
Send your suggestion to: Employees' Suggestion Awards Program, 165 Capitol Ave., Hartford, 06115.

Interdepartment Message

SAVE TIME: Handwritten messages are acceptable.
Use carbon if you really need a copy. If typewritten, ignore faint lines.

D-201 REV. 3/77 STATE OF CONNECTICUT
Form No. 6938-051-011

To	NAME Charles R. Webb	TITLE President	DATE March 1, 1978
	AGENCY	ADDRESS	
From	NAME John S. Berkett	TITLE Director of Fiscal Affairs	TELEPHONE ext. 262
	AGENCY	ADDRESS	

SUBJECT
Board Plan Increase

Under the terms of our Agreement with Saga Food Service, Inc., specifically article 3(h), the College agrees to review contract prices at the end of the first semester and adjust the contract prices equal to National Consumer Price Index increase over the base figures issued August 1975. In order to comply with this provision Saga is requesting an increase from \$16.59 per week to \$18.25 per week (approximately 10%). This will take effect January 1, 1978.

It is now necessary to increase the Board Plan charge effective Fall 1978 from \$295 to \$315, (approximately 6.7%) in order to restore the differential necessary to fund the three positions charged to Food Service as well as the costs of electricity, fuel, essential campus entertainment and maintenance supplies for Hurley Hall.

Dr Frost wants clarification

According to my records this is the first increase since Fall 1974, four years ago, at which time the charge increased approximately 9.3%.

With your approval, I will initiate procedures with the Board of Trustees.

JSB:ed1
cc: Robert Meshanic, Dean of Student Affairs
James LoMonaco, Director of Housing

RECEIVED

MAR 1 1978

Office of the President

RECEIVED

MAR 6 - 1978

BOARD OF TRUSTEES
FOR THE STATE COLLEGES