MASSACHUSETTS
Department of Elementary and Secondary Education

North Reading School Committee
Request for Proposal (RFP) / Contract

Food Service Management Companies
SY 2023 - 2024

Massachusetts Department of Elementary and Secondary Education
135 Santilli Highway, Everett, MA 02149
Phone 781-338-3000 TTY: N.E.T. Relay 800-439-2370
www.doe.mass.edu

MASSACHUSETTS
Department of Elementary and Secondary Education

This document was prepared by the
Massachusetts Department of Elementary and Secondary Education
Jeffrey C. Riley
Commissioner

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

fax:
(833) 256-1665 or (202) 690-7442; or

email:
program.intake@usda.gov

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Request for Proposal

Section A: General Information

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

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

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

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- A la Carte Food
- Vending Machine Items

Potential Future Programs

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

- After School Snack Program (NSLP)

Proposals must be inclusive of all of the SFA's current programs. However, the SFA reserves the right to add and/or expand the federal CN program to provide the availability of food resources to children and students that can be served through these programs. Prior approval must be obtained by the State Agency before adding a CN program. The SFA also reserves the right to remove CN programs.

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

A.2. Issuing Office

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

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

A.3. Procurement Method

Procurement Method will be the Competitive Sealed Proposal (commonly known as a Request for Proposals or RFP). A Chief Procurement Officer (CPO) or other local official(s) with delegated authority is responsible for conducting/overseeing the procurement.

The RFP method differs from the traditional Invitation for Bid (IFB) method in the following ways:

- RFP requires a separate price and non-price proposal
- All comparative criteria used to evaluate proposals are included in the RFP

- Proposers are informed that the contract will be awarded to the proposal that is most advantageous to the SFA, taking into consideration all evaluation criteria including price, with price as the primary factor.

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

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

Number of Copies: Three(3) (outlined in Section D1) of the proposal must be received, time and date stamped by the time clock at Location: North Reading District Administration Office
189 Park Street
North Reading, MA 01864 by Due Date: March 6, 2024 at Time: 10:00 AM. Any proposals en route, either in the mail or other locations in the SFA's offices will be ineligible for consideration. Emailed or faxed proposals WILL NOT be accepted.

Proposals will be made available for inspection onsite for a reasonable period of time after all proposals are opened and a determination made on the awarded vendor. RFP's will be opened privately and evaluated. Price Proposals are opened privately after proposal evaluations.

Unforeseeable Circumstances – If, at the time of the scheduled proposal submission date, North Reading School Committee are closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the proposal due date will be postponed until 10:00 AM on the next normal business day.

The proposal must be received at the office of:

Name	Michael A. Connelly
Title	Finance Director
Address (Street Name)	189 Park Street
Address (City, State)	North Reading, MA
Address (Zip Code)	01864
Email Address	mconnelly@nrpsk12.org
Telephone	9785265270
Fax	(978)664-0252

Date	**Description**
Date: February 2, 2024	Request for Proposals (RFP) Issued (RFP to be approved by MA DESE prior to issuing)

Date: February 14, 2024	Pre-Proposal Conference Time: 09:00 AM Attendance Required: Yes Address: 189 Park Street Floor/Room: North Reading, MA 01864 City, State: North Reading, MA Zip Code: 01864 Tour of SFA facilities immediately following the Pre-Proposal Conference
Date: February 26, 2024	Questions from Bidders Due
Date: February 28, 2024	Responses from the SFA to the Bidders Questions Due (Written/Posted)
Date: March 6, 2024	Proposal Deadline Time: 10:00 AM
Date: March 8, 2024	Review and Evaluation of Proposals
Date: March 25, 2024	Award of Contract by School Committee
Date: April 5, 2024	Draft contract due to MA DESE
Date: April 19, 2024	Executed Contract due to MA DESE

A.5. Consideration and Rule for Award

1. The SFA may award a contract based upon the initial proposals received without discussion of such proposals with the proposer. Accordingly, each initial proposal should be submitted with the most favorable price (Guaranteed Return) and service standpoint.
2. In accordance with 2 CFR § 200.319 and MA 30B, this procurement transaction will be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective evaluation of contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or requests for proposals must be excluded from competing for this contract.
    a. Prohibited restrictions to competition:
        i. Placing unreasonable requirements on firms in order for them to qualify to do business;
        ii. Requiring unnecessary experience and excessive bonding;
        iii. Noncompetitive pricing practices between firms or between affiliated companies;
        iv. Noncompetitive contracts to consultants that are on retainer contracts;
        v. Organizational conflicts of interest;
        vi. Specifying a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
        vii. Any arbitrary action in the procurement process.
3. In accordance with 2 CFR § 200.319(c), the SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed state, local or tribal geographic preferences in the evaluation of proposals, except in those cases where applicable federal statutes expressly permit such preferences.
4. The SFA reserves the right to cancel the solicitation when deemed in the best interest of the SFA.

5. The SFA reserves the right to waive any informality in any proposal or in any provision in the RFP.
6. The SFA will award the contract, in writing, to the responsible FSMC whose proposal is most responsive and advantageous to the SFA taking into consideration all evaluation criteria, with price as the primary factor. A responsible FSMC is one in which contractor integrity, compliance with public policy, record of past performance, and financial, technical and other resources indicate an ability to perform successfully under the terms and conditions required by this solicitation. A responsive proposal is one that conforms to all the material terms and conditions of the solicitation. 2 CFR § 200.320(b)(2)(iii)
7. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the FSMC's own risk and cannot secure relief on a plea of error. This must include the contract terms and conditions as noted in Section 1.
8. Under no circumstances will the SFA be responsible for the cost of preparing any proposal.
9. Payments from the non-profit school food service account are prohibited prior to approval by MA DESE **and** contract execution (signed by both the SFA and the FSMC).
10. Submitted proposals must not include overly responsive items including but not limited to: funding scholarship programs, purchasing or gifting tickets, providing monetary gifts for unsolicited equipment, etc. The practice of including a requirement in solicitation documents or including contract clauses for the delivery of unsolicited funds, services, or items for anything that does not directly benefit the non-profit school food service account is unallowable. 2 CFR § 225 Appendix A(C)(1)(b)**.**
11. Contract Award Protest: The SFA shall act in accordance with 2 CFR § 200.318(k). Any action, which diminishes full and open competition, seriously undermines the integrity of the procurement process and may subject the SFA to contract award protests. SFAs are responsible for properly responding to protests and concerns raised by potential FSMCs. Pursuant to 2 CFR § 200.318(k), SFAs must in all instances disclose all information regarding a protest to the MA DESE. SFA's are highly encouraged to attach their contract award protest procedures to their RFP.
12. SFA will conduct this procurement in accordance with its Code of Conduct that prohibit a real or apparent conflict of interest and disciplinary action to be applied for violations of such standards. 2 CFR §200.318(c) and Chapter 268A Conflict of Interest Law.
13. SFA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
14. A cost plus a percentage of cost and/or "cost-plus-a-percentage-of-income" provision will not be used in the award of this contract [2 CFR §200.324(d)] [7 CFR 210.16(c)].
15. The SFA must make available upon request, for the USDA or state agency, pre-procurement review, procurement documents, such as RFPs or independent cost estimates.

Minimum Evaluation Criteria

	MINIMUM EVALUATION CRITERIA	YES	NO	Proposal Page # *(FSMC must enter)*
1	Does the FSMC have a minimum of three(3) year(s) experience in managing K-12 school food service programs with at least two districts of comparable enrollment to the North Reading School Committee?	✓		49
2	Has the FSMC conditioned or qualified the proposal beyond prescribed limits or instructions?		✓	N/A
3	Has the FSMC confirmed an on-site Food Service Director with at least two(2) year(s) of experience in K-12 food service and meets USDA Professional Standards?	✓		85
4	The FSMC shall not have defaulted on any school food service contract within five years prior to the proposal date.	✓		N/A
5	Is the average lunch participation rate at the proposer's comparable district sites for the SY2023-2024 at minimum thirty-five(35)%?	✓		63
6	Are the following materials/documents included with the proposal?	✓		
	• Bid Bond	✓		Price Proposal
	• Performance bond (if required) or Consent of Surety	✓		Bid Documents
	• Non-Collusion Statement	✓		Bid Documents
	• Tax-Compliance Certification	✓		Bid Documents
	• Certificate of Insurance	✓		Bid Documents
	• Recommended School Staffing Schedules	✓		173
	• Company Organization Chart	✓		100
	• Description of Marketing and Merchandising Programs	✓		213
	• Description of Food Handling/Sanitation Program	✓		184
	• Description of Nutrition Education/Awareness Program	✓		116
	• Description of Employee Training Programs	✓		184
	• Description of Accounting Program	✓		145
	• Resume for Food Service Director	✓		87
	• Client List of similar sized districts over past 3 years (including all districts from New England and New York)	✓		57
	• 21 Day Cycle Menus (H.S., Middle, Elementary)	✓		289
	• Daily Menu Pattern (H.S., Middle, Elementary)	✓		273
	• Summary of Experience	✓		51
	• Plan of Services	✓		28

	• Proof of Visitation	✓		Bid Documents
	• Last Audited Financial Statement	✓		USB Drive
	• Complete Description of Employee Benefits with related employee costs	✓		177
	• Support Staff Visitation Schedule	✓		98
	• Certificate of Independent Price Determination	✓		Bid Documents
	• Certification of Clean Air and Water	✓		Bid Documents
	• Energy Policy and Conservation Act	✓		Bid Documents
	• Certification Regarding Debarment / Foreign Corporation Certificate of Registration	✓		Bid Documents
7	Please list Additional LEA-Defined Minimum Criteria below			
	There are no additional minimum criteria.			



	• Proof of Visitation	X		
	• Last Audited Financial Statement	X		
	• Complete Description of Employee Benefits with related employee costs	X		
	• Support Staff Visitation Schedule	X		
	• Certificate of Independent Price Determination	X		
	• Certification of Clean Air and Water	X		
	• Energy Policy and Conservation Act	X		
	• Certification Regarding Debarment / Foreign Corporation Certificate of Registration	X		
7	Please list Additional LEA-Defined Minimum Criteria below			
	There are no additional minimum criteria.			

A.6. Award Criteria

1. It is the intent of the SFA to select the proposal that will best meet its needs and is most advantageous to the nonprofit school food service program of the SFA, with the highest guaranteed return. All responsive proposals will be evaluated and ranked. The contract will then be awarded to the company submitting the top-ranked proposal with price (highest guaranteed return) as the primary determining factor.
2. Proposals will be scored by a committee using the evaluation criteria.
3. The committee must be comprised of three (3) or more qualified evaluators.
4. Each evaluator must score each proposal individually.
5. Evaluator ratings will be converted to a score to facilitate identifying the overall vendor rating by criteria. (**See Exhibit M - Scoring Committee Results Chart).**
6. The overall vendor criteria ratings shall then be converted to a score to facilitate identifying the overall vendor score **(See Exhibit M - Criteria Ratings Conversion Chart)**.
7. Vendor proposals with an overall rating of Highly Advantageous (HA) will move to the price (Guaranteed Return) evaluation stage. If there are no vendors rated Highly Advantageous, the LEA reserves the right to move Advantageous vendors to the price (Guaranteed Return) evaluation stage.
8. The Highly Advantageous vendor with the highest Guaranteed Return will be awarded the contract **(See Contract Term and Conditions)**.

Evaluation Criteria

All bidders will respond to this section by including, in your submittal, detailed evidence of the items below in the form of backup documentation. Each proposal will be evaluated using the following ratings, where applicable:

Highly Advantageous (HA)
Advantageous (A)
Not Advantageous (NA)
Unacceptable (U)

Criteria will be evaluated using the above 4 ratings in accordance with MA 30B.

The following comparative evaluation criteria will be those utilized in the selection process. They are presented as a guide in understanding the District's requirements and expectations and are not presented in order of importance. Proposers are solely responsible for completely responding to all requests and requirements of this RFP.

1. **General Experience – Demonstrated experience providing the services outlined in this RFP to other jurisdictions.** *(FSMC must add page number:* Sectoin D4)Page 49 and Executive summart page 46

   Highly Advantageous: The proposer has at least fifteen(15) or more year(s) of K-12 school food service experience working with two or more districts providing the same services as outlined in this RFP.

   Advantageous: The proposer has at least five(5) year(s) but less than fifteen(15) of experience working with two or more districts providing the same services as outlined in this RFP.

   Not Advantageous: The proposer has at least three(3) year(s) but less than five(5) experience working with two or more districts providing the same services as outlined in this RFP.

   Unacceptable: The proposer has less than three(3) year(s) of experience working with two or more districts providing the same services as outlined in this RFP.

2. **Reference Satisfaction – Satisfaction of SFA selected proposer references with school food service operations performed by the proposer, including but not limited to guaranteed return, implementation, customer service, quality of meals, and reporting.** *(FSMC must add page number:* Section D.4)page 63

   Highly Advantageous: All twenty(20) references stated that the FSMC met or exceeded expectations in all contract years and achieved all other contract requirements and delivery specifications.

   Advantageous: At least fifteen(15) but less than twenty(20) references stated that the FSMC met or exceeded expectations in all contract years and achieved all other contract requirements and delivery specifications.

   Not Advantageous: At least ten(10) but less than fifteen(15) references stated that the FSMC met or exceeded expectations in all contract years and achieved all other contract requirements and delivery specifications.

   Unacceptable: Less than ten(10) references stated that the FSMC met or exceeded expectations in all contract years and achieved all other contract requirements and delivery specifications.

3. **Operations – Reasonableness and reliability of proposed management and operational programs.** *(FSMC must add page number:* Section D4)Page 85, Executive summary page 18

   Highly Advantageous: The proposal contains a detailed, logical, and highly efficient scheme for management and operation of the school food service program, that addresses all of the required issues, with a clear and logically consistent relationship between costs and operational assumptions, with a sound and realistic implementation plan and schedule (reasonableness of staffing levels, startup and transition plan, and contingency plans).

   Advantageous: The proposal contains a credible scheme for management and operation of the school food service program that addresses all of the required issues, with a somewhat clear and consistent relationship between costs and operational assumptions, with a reasonable implementation plan and schedule.

   Not Advantageous: The proposal is not sufficiently detailed to fully evaluate, or the plan for management and operation of the school food service program and does not contain all the components necessary to produce satisfactory results that addresses all required issues, the relationship between costs and operational assumptions are unclear, the implementation plan and schedule is questionable.

4. **Relevant Experience of the Food Service Director** *(FSMC must add page number:* Section D.4 page 87
   executive summary page 18

Highly Advantageous: The Food Service Director has seven(7) year(s) of experience in the school food service industry in providing school food services to comparable districts of size and scope to the SFA and meets the new USDA Hiring Standards for School Nutrition Program Directors.

Advantageous: The Food Service Director has at least five(5) year(s) and less than seven(7) year(s) of experience in the school food service industry in providing school food services to comparable districts of size and scope to the SFA and meets the new USDA Hiring Standards for School Nutrition Program Directors.

Not Advantageous: The Food Service Director has at least two(2) year(s) and less than five(5) year(s) of experience in the school food service industry in providing school food services to comparable districts of size and scope to the SFA and meets the new USDA Hiring Standards for School Nutrition Program Directors.

Unacceptable: The Food Service Director has less than two(2) year(s) in the school food service industry in providing school food services to comparable districts of size and scope to the SFA and meets the new USDA Hiring Standards for School Nutrition Program Directors.

5. **Proposed Menus** *(FSMC must add page number:* Section D.10 page 289*)*.

Highly Advantageous: The proposed menus exceed the requirements of CNP for nutrition content, provide contemporary, popular selections including an emphasis on fresh fruits and vegetables.

Advantageous: The proposed menus meet the requirements of CNP for nutrition content, provide contemporary, popular selections including an emphasis on fresh fruits and vegetables.

Not Advantageous: Nutrition content meets CNP requirements, however, the proposed menus are repetitive and do not include contemporary, popular selections.

Unacceptable: Nutrition content does not meet CNP requirements.

6. **Marketing and Merchandising** *(FSMC must add page number:* Section D.8 page 213, executive summary page 39*)*.

Highly Advantageous: The proposal provides for an aggressive, contemporary marketing and merchandising program with proven participation and financial results in at least three school districts of similar size and scope as the SFA's foodservice program.

Advantageous: The proposal provides for a marketing and merchandising program with proven participation and financial results in two or fewer school districts of similar size and scope as the SFA's foodservice program.

Not Advantageous: The proposal provides for a minimal marketing and merchandising program with limited or no proven track record.

7. **Financial Stability – Evidence that the Proposer has sufficient financial strength and ability to provide services required in this RFP.** *(FSMC must add page number:* Section D.5 page 133, executive summary page 47*)*.

Highly Advantageous: Audited financial statement indicates that Proposer has the financial capabilities to provide quality services to the district while adhering to the scope of work.

Advantageous: The audited financial statement indicates that the Proposer has some financial limitations to provide satisfactory services to the district and will only be able to partially adhere to the scope of work and provide quality services.

Not Advantageous: The audited financial statement indicates that the Proposer has significant financial limitations to provide satisfactory services to the district and will only be able to partially adhere to the scope of work and provide quality services.

Unacceptable: The audited financial statement indicates that the Proposer has significant financial limitations and will not be able to provide satisfactory services to the district and will be unable to adhere to the scope of work and provide quality services.

8. **Employee Training** *(FSMC must add page number: Section D.7 page 182, executive summary page 45).*

Highly Advantageous: Training materials and programs are comprehensive, and the frequency of training is at least ten(10) times per school year and ensures staff is current on all school food service procedures and safety protocols.

Advantageous: Training materials and programs are comprehensive, and the frequency of training is six(6) to ten(10) times per school year and ensures staff is current on all school food service procedures and safety protocols.

Not Advantageous: Training materials and programs are basic, and the frequency of training is two(2) to six(6) times per school year and reflects only the minimum necessary to run a school food service program.

Unacceptable: Training materials and programs are basic, and the frequency of training is less than two(2) times per school year.

9. **Student Participation** *(FSMC must add page number: Section D.4 page 63, executive summary page 46).*

Highly Advantageous: The average lunch participation rate at the proposer's comparable sites (based upon the twenty(20) SFA selected references) for SY2022-2023 is sixty(60)% or higher.

Advantageous: The average lunch participation rate at the proposer's comparable sites (based upon the twenty(20) SFA selected references) for SY2022-2023 school year is at least forty-five(45)% but less than sixty(60)%.

Not Advantageous: The average lunch participation rate at the proposer's comparable sites (based upon the twenty(20) SFA selected references) for SY2022-2023 is thirty-five(35)% up to forty-five(45)%.

Unacceptable: The average lunch participation rate at the proposer's comparable sites (based upon the twenty(20) SFA selected references) for the SY2022-2023 school year is less than thirty-five(35)%.

10. **Additional Evaluation Criteria** *(FSMC must add page number: Section D.9 page 257, Executive summary page 44.*

--- 10.1 School Community Outreach includes involvement with parent groups or students in effort to improve the food service operation. Activities could include but are not limited to: parent and student surveys, focus groups, attendance at meetings, (PTA/PTO,Student Council), participation in school engagement and community events. ---

Highly Advantageous: The is evidence the FSMC is involved in ten or more community events annually

Advantageous: The is evidence the FSMC is involved in between seven and ten community events annually

Not Advangeous: The is evidence the FSMC is involved in between five and seven community events annually

Unacceptable: The is only evidence the FSMC is involved in less than five community events annually

--- 10.2 There is access to a registered dietician on staff and on site with relevant experience in a K-12 School District of similar size defined as five or more schools and more than 2,000 students ---

Highly Advantageous: The Registered Dietician on staff has over five years of relevant experiece

Advantageous: The Registered Dietician on staff has between three and five years of relevant experiece

Not Advangeous: The Registered Dietician on staff has between one and three years of relevant experiece

Unacceptable: The Registered Dietician on staff has less than one year of relevant experiece

A.7. Oral Presentations

1. An oral presentation by a FSMC may be required to supplement a proposal. These presentations, if required:
    a. will be scheduled by the SFA subsequent to the receipt of proposals and prior to the award;
    b. the FSMCs will not be allowed to alter or amend their proposals through the presentation process;
    c. the oral presentation will only be used for clarification purposes and to allow for Q&A; and
    d. Oral Presentations will not be scored.

A.8. Site Visits to similar FSMC sites shall be scheduled as required.

A.9. Mandatory tour of SFA facilities will be scheduled on date: February 14, 2024 and time: 09:30 AM.

A.10. The Contract will be for a one-year period (beginning July 1, 2024 and ending June 30, 2025) with the option for up to four(4) additional one-year renewals; for a maximum total of five(5) years. **Note: MA 30B requires the approval of the governing body for any contract beyond 3 years.**

SECTION B: Qualifications for consideration
The following qualifications and conditions must be met and/or addressed in the FSMC's proposal:

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

1. The FSMC must be licensed to do business in the state of Massachusetts.

2. The FSMC or its principles must have been doing business for two consecutive years or more with school districts.

3. If a performance bond is required (see section XIV Performance Bond), the FSMC must be able to provide a performance bond should the FSMC be awarded the contract. A surety letter from an acceptable bonding or surety company indicating ability to obtain the bond must be included with the proposal.

4. Annual reports of financial statements certified by a licensed public accountant for the last year must be included with the proposal along with a three (3) year financial summary.

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

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

B.4. Bonding Requirement
The FSMC shall submit with its proposal, a bid guarantee for 5% of the total budgeted costs (expenses) in the form of a firm commitment such as a bid bond, certified check, cashier's check or postal money order. Bid guarantees will be returned to:(a) unsuccessful FSMCs after award of the contract; and (b) the successful FSMC upon execution of such further contractual documents (e.g., insurance coverage) and bonds as required by the proposal.

SECTION C: Specifications

C.1. The SFA participates in the programs noted in Section A1. USDA Foods from the Federal Food Distribution Program are available for use in programs noted in Section A1 and it is the intent of the SFA that such items be included in the menus to the greatest extent possible.

C.2. The FSMC shall meet all requirements of the USDA programs noted in Section A1, and any other requirements promulgated by the state of Massachusetts. The FSMC shall provide all meals in accordance with all applicable meal patterns for age and grade groupings. This may include preschool meal patterns.

C.3. The FSMC costs shall include all expenses associated with the operation of the food service program as submitted in the financial budget of the RFP (e.g. on-site costs, food costs, labor costs, value of USDA Foods used, management fee and administrative fee).

C.4. The FSMC shall receive an Administrative Fee and Management Fee for its service.

C.5. The FSMC shall submit a budget to the Business Manager or equivalent, upon request, to be used by the SFA in its budget process and to demonstrate its ability to meet the guaranteed financial agreement.

C.6. Meal prices shall be approved by the SFA. The SFA shall retain ultimate control over meal prices and any other related or appropriate elements of the food service program.

C.7. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other options and limitations.

C.8. The FSMC shall procure products based on the specifications established in Schedule B. FSMC must include, as part of the RFP response, a specifications sheet with grade, weight, nutritional qualities, and item labels for all products not included in the SFA's Schedule B.

C.9. All proposals shall include a completed Schedule E.

C.10. Tax-Exempt Municipality/School: Purchases of goods and services by the SFA are exempt from the payment of Federal Excise Tax and Massachusetts Sales Tax, and any such taxes must not be included in any price computations. A copy of the MA Tax Exemption Certificate will be provided upon award of contract.

C.11. Terms of the contract are listed in Section 1 of Contract Terms and Conditions; however, the SFA may develop additional terms and or conditions with the successful FSMC, derived from the program objectives and or specifications listed in section D and E respectively, through negotiation and shall be consistent with the rights reserved by the SFA as described herein. Any additional terms or conditions must not conflict with any of the terms set forth in Section 1 and must be consistent with all applicable laws and regulations.

C.12. Equipment

The FSMC shall provide a proposal for any necessary equipment.

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

If the contract is terminated or not renewed the SFA can retain the property and continue to make payments in accordance with the amortization schedule.

C.13. Additional specifications requested by SFA. If there are no other specifications, indicate no additional specifications.

There are no additional specifications requested by the SFA.

SECTION D: Proposal Format and Contents

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. Limit responses to pertinent information; the SFA is not interested in receiving marketing material; reports or other extraneous information. All proposals must include/address the following:

D.1. Proposal Submittal

Proposals consist of two parts: a Price Proposal and a Non-Price Proposal. In accordance with Massachusetts General Laws (M.G.L.) Chapter 30B and 2 CFR 200, respondents must submit separate Price and Non-Price proposals in separately sealed envelopes. Each envelope must be marked as follows:

"Price Proposals for RFP/CONTRACT FOOD SERVICE MANAGEMENT COMPANIES" #

"Non-Price Proposal for RFP/CONTRACT FOOD SERVICE MANAGEMENT COMPANIES" #

Required for Both Price and Non-Price Proposal Submissions: Total number of copies: Three(3) (one original and remainder are photocopies) submitted separately in a sealed envelope and marked as stated above. A separate CD or thumb drive should be provided for the Price Proposal and the Non-Price Proposal.

Price and Non-Price Proposals must be signed as follows:

- If the FSMC is an individual, by her/him personally;
- If the FSMC is a partnership, by the name of the partnership, followed by the signature of each general partner; and
- If the FSMC is a corporation, by the name of the corporation, followed by the signature of an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation with the corporate seal affixed.

[Non-Price] Proposal Contents (D2 – D11)

North Reading School Committee is requesting the Non-Price Proposal be submitted bound or in a binder with tabs indicating which exhibit letter the information being provided corresponds to in vendor's proposal submission.

For example:
Tab 1: Exhibit A Schools/Enrollment/Attendance Factor/Free – Reduced Percentage/Serving Times/CNPs

Forms included in this RFP or separately attached by the SFA must be completed by the FSMC. FSMC must seek clarification of interpretation (as necessary) prior to submission of proposal.

D.2. Letter of Transmittal, which includes:

1. An introduction of the FSMC.
2. The name, address, and telephone number of the person to be contacted, along with others who are authorized to represent the company in dealing with the SFA and RFP.
3. An expression of the FSMC's ability and desire to meet the requirements of the RFP, and a positive assertion of the FSMC's intention to do so.
4. Any other responsive information not otherwise included in the proposal.

D.3. Executive Summary, which includes:

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

D.4. Experience, References and Service Capability

1. Describe the FSMC's experience in managing food service operations in public schools or comparable experience.
2. Include a Client List of similar sized districts over past 3 years (including all districts from New England and New York). List contact names, titles, addresses and telephone numbers of SFA administrators. Poor references may be a basis for determination that the vendor is not a responsible bidder. The SFA will choose the twenty(20) references from this list to contact relative to the evaluation criteria.
3. Provide documentation on any accounts lost or not renewed and the reasons for such during the last five years.
4. Include a resume or listing of the qualifications for the proposed Food Service Director for the SFA which must meet USDA Professional Standards.
5. Include the resume and background of person who will supervise the work of the Food Service Director and how the FSMC will ensure optimal performance.
6. Include a table of the FSMC organization and a plan for managing, supervising, and staffing.
7. Include a FSMC organization chart including all positions that are non-school based.
8. Include a transition plan, which shall indicate the activities, procedures, timetable, and support personnel involved in the implementation of services.

D.5. Financial Condition

1. Provide the most recent audited financial statement.

D.6. Accounting and Reporting Systems

1. Describe complete accounting procedures used to address:
    a. Inventory control and management including purchasing.
    b. Method of collecting, reconciling, and reporting sales.
    c. Internal control of cash handling.
    d. Internal audit procedures.
    e. All regular accounting forms used, with detailed explanations.
    f. All regular reports used, with detailed explanations.
2. Provide examples of the reports the FSMC will provide the SFA and the frequency of each. List other assistance the FSMC will provide the SFA (any costs, if applicable, should be detailed in the Price Proposal).
3. Provide a sample of a monthly invoice to the SFA.
4. Describe the FSMC's process for reporting rebates, discounts, and credits on monthly invoices. Provide a detailed sample.

D.7. Personnel Management and Training

1. Describe the FSMC's personnel management philosophy, particularly regarding food service directors and their relationship to existing staff.
2. Describe training and development programs provided for employees and management personnel to meet the USDA Professional Standards for School Nutrition Professions requirements.
3. Explain how the FSMC works to improve employee morale and reduce turnover.
4. Describe the FSMC's employee evaluation process (include forms) and disciplinary action process (include forms).
5. Describe the proposed benefits package for employees.

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

1. Describe how the FSMC's proposed school food service program for the SFA differs from the SFA's current school food service program. Describe the benefits of the proposed program. Describe how the FSMC would implement changes with specific, relevant examples. The proposal must include a staffing model.
2. Describe how the FSMC proposes to expand the SFA's participation in purchasing local foods as defined in D10.
3. Describe how the FSMC would involve employees to use their expertise and experience in making future innovations.
4. Provide examples of service and merchandising programs.
5. Describe the FSMC's philosophy regarding promotion (increasing awareness and participation) of the school food service program. How would the FSMC implement this philosophy in our SFA? Provide specific, relevant examples.

D.9. Involvement of Students, Staff and Patrons

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

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

1. Describe the FSMC's philosophy regarding each of the following:
    a. Menu selection.
    b. Use of USDA foods.
    c. Food Quality.
    d. Portion Quantities.
    e. Procurement and use of locally grown and produced foods as noted in Schedule B. Describe how the FSMC would increase the amount of locally grown and produced food, reduce the amount of processed food, provide understandable and easily accessible information on the nutritional value and ingredients of menus and increase the number of "green cafeterias".

        i. Locally grown and produced foods are defined as:
        Grown within 250 miles of SFA address at 189 Park Street, North Reading, MA 01864

2. Supply sample menus to be implemented including portion sizes. Prepare sample menus using FSMC-Developed Menus.

[Price] Proposal Contents (D11 – D12):

D.11. Bid Bond

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

D.12 Price/Cost Information

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

SECTION E: Program Objectives

The successful FSMC shall conduct the food service program in a manner which best fulfills the following program objectives. All FSMC's submitting proposals must first meet minimum requirements.

E.1. To provide appealing and nutritionally sound meals, compliant with all USDA regulations including all aspects of the Healthy, Hunger-Free Kids Act of 2010 and an a la carte program for students as economical as possible. In order to offer a la carte food service, the FSMC must also offer reimbursable meals per 7 CFR 210.16(a). The

FSMC must also offer breakfast and lunch at no cost to all students regardless of eligibility per Massachusetts General Law Part 1, Title XII, Chapter 69, Section C as amended in FY 2023 per HD4572 Section 13.

E.2. To promote nutritional awareness and interface with the SFA's academic and instructional programs in health and nutrition.

E.3. To increase participation at all levels of the program by improving food quality; sourcing locally grown foods; effectively maintaining equipment and facilities; engaging students, parents, and the school community in the food service program; planning and implementing successful menus and menu variation; and implementing effective marketing techniques.

E.4. To provide a management staff and structure, with the necessary expertise to ensure that the school food program is consistently of the highest quality and held in positive regard by students, staff, and the public.

E.5. To utilize a formal structure and routinely and continuously gather input from students, staff, the public and food service employees to ensure the most effective and efficient operation possible.

E.6. To establish and conduct management and staff training programs, which will ensure staff development, proper supervision, adherence to health code requirements, and consistent quality control both in production and service that meets or exceeds the USDA Professional Standards for Food Service Professionals.

E.7. To provide a financial reporting system that meets federal and state requirements.

E.8. To provide SFA Administration with monthly operating statements and information regarding the food service program.

Contract Terms and Conditions

SECTION I: General

1.1 The FSMC shall comply with all laws, as amended, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies, regarding purchasing, sanitation, health, and safety of the food service operations including those requirements and regulations, instructions and policies, adopted by the Massachusetts Department of Elementary and Secondary Education and the United States Department of Agriculture and any conditions or amendments thereto. The FSMC shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, for the FSMC's compliance and procurement efforts. **The FSMC shall conduct program operations in accordance with 7 CFR Sections: (check all that apply)**

- 210 (National School Lunch Program)
- 210.10 (Afterschool Snack Program)
- 220 (School Breakfast Program)
- 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools)
- 250 (Donation of Foods for Use in the USDA Food Distribution Program)
- FNS instructions and policies

The SFA reserves the right to add and/or expand the federal CN program to provide the availability of food resources to children and students that can be served through these programs. Prior approval must be obtained by the State Agency before adding a CN program. The SFA also reserves the right to remove CN programs.

1.2 The SFA shall retain control of the quality, extent and general nature of the food service program and prices to be charged. 7 CFR§210.16(a)(4)

1.3 The SFA shall be entitled to all receipts of the food service program.

1.4 All net income accruing to the SFA from the food service program shall remain in the program and be deposited by the FSMC into the nonprofit school food service account.

1.5 The FSMC shall be an independent contractor and not an employee of the SFA; nor are the employees of the FSMC employees of the SFA.

1.6 The FSMC, as an independent contractor, shall have the exclusive right to operate the school food service program and/or special milk program on behalf of the SFA.

SECTION II: Relationship of the Parties

2.1 The FSMC shall be an independent contractor and shall retain control over its employees and agents. Nothing in this contract shall be deemed to create a partnership, agency, joint venture, or landlord-tenant relationship.

2.2 FSMC Responsibilities.

A. The FSMC shall maintain such records as the SFA will need to support its Claim for Reimbursement; make all records available to the SFA upon request; and retain all records for a period of for a period of 6 years from the end of the contract for inspection and audit by representatives of the SFA, State Agency (SA), USDA and Office of Inspector General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 6-year period until resolution of the issues raised by the audit. These records will be maintained at the school food service offices. [Recordkeeping, 2CFR§200.334, §210.16(c)(1), 7CFR §250.53(11) and 7CFR §210.23(c)]

B. The FSMC shall, to the maximum extent possible, utilize USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's food service operation. [7 CFR § 210.16(a)(6)]

C. The FSMC shall prepare and serve a variety of appetizing, high quality, wholesome, and nutritious meals and a la carte items for the SFA's students, employees, and visitors in accordance with the terms and conditions of this contract. The FSMC agrees that it will perform the work described in this contract in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.

D. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this contract.

E. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, including, but not limited to, wages, pension benefits, federal, state and local employment taxes, unemployment taxes, social security, and worker's compensation costs, as to all employees engaged by it in the performance of the contract.

F. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.

2.3 SFA Responsibilities.

A. The SFA shall ensure that the food service operation is in conformance with the *Child Nutrition Programs Permanent Agreement* and any addenda. [7 CFR § 210.16(a)(2)]

B. The SFA shall monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations. [7 CFR § 210.16(a)(3)] SFA shall monitor each site a minimum of twice per school year.

C. The SFA shall retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals. [7 CFR § 210.16(a)(4)]

D. The SFA shall retain signature authority on the *Child Nutrition Programs Permanent Agreement* and any addenda, free and reduced-price policy statement and Claims for Reimbursement. [7 CFR § 210.16(a)(5)]

E. The SFA shall retain title to all USDA Foods and ensure that all USDA Foods: are made available to the FSMC, including processed USDA Foods; accrue only to the benefit of the SFA's nonprofit school food service account; are fully utilized therein; and that all refunds, discounts, rebates and credits received from processors are retained by the SFA. [7 CFR § 210.16(a)(6)]

F. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning. [7 CFR § 210.16(a)(8)]

G. The SFA shall make reasonable modifications with regard to all matters under its supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given.

H. The SFA shall retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation, including control for setting of all prices, including price adjustments, for meals served under the nonprofit school food service account, including but not limited to, pricing for reimbursable meals, a la carte service, vending machines, and adult meals. [7 CFR §210.16(a)(4)]

I. The SFA shall retain signature authority and responsibility for all contractual agreements in connection with the school child nutrition programs. [7 CFR § 210.21]

J. The SFA shall ensure prompt resolution of findings from program administrative reviews and audit findings. [7 CFR § 210.9(b)(17)]

K. The SFA shall maintain responsibility for the implementation of the free and reduced-price policy. [7 CFR § 245]

L. The SFA shall develop, distribute, and collect the parent letter and application for free and reduced-price meals (as appropriate). [7 CFR § 245.6]

M. The SFA shall determine eligibility and verify applications for free and reduced-price meals benefits and conduct any hearings related to such determinations. [7 CFR § 245.6, 6a, 7, 10]

N. The SFA shall assure that the maximum amount of USDA Foods are received and utilized by the FSMC. [7 CFR § 210.9(b)(15)]

O. The SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to USDA Foods. [7 CFR § 250.15]

SECTION III: Food Service Program

3.1 The FSMC shall prepare and serve meals for the schools listed on Exhibit A (Schools/Enrollment/Attendance Factor/Free – Reduced Percentage/Serving Times/Child Nutrition Programs). The SFA is allowed to add schools to this contract as required up to a 10% increase in the number of schools in Exhibit A

3.2 All meals will be provided in accordance with the approved calendar, attached as Exhibit F. For the first twenty-one (21) days of food service, the FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the SFA. Changes thereafter may only be made with approval of the SFA. [7 CFR § 210.16 (b)(1)]

A. The SFA shall administer the application process for all free and reduced-price meals and shall establish and notify parents and guardians of program criteria for eligible students. Both the SFA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced-price meals. [7 CFR § 210.16 (a)(5)]

3.3 In cooperation with the SFA, the FSMC shall conduct on-going nutrition awareness programs for students, teachers, parents, and other interested parties.

3.4 The FSMC shall, in accordance with SFA policy, program and regulations, supply special diets, per 7 CFR 210.10(m) and 7 CFR 220.8(m), for students where medically necessary and/or when prescribed by a licensed physician.

3.5 The FSMC shall cooperate with the SFA's Advisory Board, consisting of students, parents, SFA staff, and a FSMC representative in developing menus and other food service program initiatives.

3.6 Upon request by the SFA, the FSMC shall provide catered food service at times and prices mutually agreed upon. The SFA may, if a price cannot be agreed upon or the FSMC cannot provide the service, obtain outside catering services. USDA Foods will not be used for catering. The FSMC shall provide the SFA with copies of invoices within ten (10) days after the end of each month. Catering invoices must be reflective of actual catering costs plus a reasonable profit. Invoices must be noted as "unallowable costs" and must be paid from an account other than the non-profit school food service account. All catering revenues are to be retained in the Non-Profit School Food Service Account.

3.7 If participating in the Fresh Fruit and Vegetable Program (FFVP)

A. FSMC will ensure it documents allowable costs to include but not limited to; actual labor costs, administrative costs and fresh fruit and vegetable costs.

B. FSMC and SFA will ensure no more than ten percent (10%) of each awarded school's grant will be claimed for administrative costs (planning and managing the program).
C. C. FSMC will ensure it expends all FFVP funds received per school.

3.8 Clean Air Act – Federal Water Pollution Control Act. In performance of this contract, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and EPA Regulations 40 CFR § 15, et seq. Environmental violations shall be reported to the USDA and US EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities." [Appendix II to CFR § 200 (G)]

3.9 Energy Policy and Conservation Act. The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act. [42 U.S.C. 6201]

3.10 Davis-Bacon Act. In performance of this contract, the FSMC shall compliant with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148), Copeland "Anti-Kickback" Act (40 U.S.C. 3145) and MA Prevailing Wage Law Ch.149 Section 27.

3.11 Debarment and Suspension. The FSMC shall complete and submit to the SFA the Certification Regarding Debarment. The certification must accompany each amendment for all additional one-year renewals. Debarment, Suspension, Ineligibility and Voluntary Exclusion,2 CFR § 180 as adopted and modified by USDA regulations at 2 CFR § 417 – The SFA must check the Excluded Parties List System (EPLS), collect a certification, or include a clause in the contract. [Appendix II to CFR § 200 (H), Executive Orders 12549 and 12689]

3.12 Byrd Anti-Lobbying Amendment. Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to the SFA. These certifications must accompany each amendment for all additional one-year renewals. [Appendix II to CFR § 200 (I)]

3.13 Rights to Inventions Made Under a Contract or Agreement. In performance of this contract, the FSMC shall comply with the requirements of 37 CFR Part 401.

3.14 If operating SFSP and CACFP a food service management company may not subcontract for the total meal, with or without milk, or for the assembly of the meal. 7 CFR 225.6(h)(2)(ii) and7 CFR 226.21(e)

3.15 Summer Food Service (if applicable)

A. Dates of participation: N/A
B. FSMC shall deliver meals to each of the annually selected and approved sites.

Section IV: USDA Foods

4.1 The FSMC will provide the following services in relation to USDA Foods *(Check only those duties below that the FSMC will provide):*

- Preparing and serving meals.
- Ordering or selection of USDA Foods, in coordination with SFA in accordance with 7 CFR § 250.58(a).
- Storage and inventory management of USDA Foods in accordance with 7 CFR § 250.52.
- Payment of processing fees and/or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of USDA Foods in processed end products to the SFA, in accordance with subpart C of 7 CFR § 250.

4.2 The FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's meals service in a school year (including both entitlement and bonus foods) and including the value of USDA Foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA or acts as an intermediary in passing the USDA Foods value in processed end products on to the SFA.

4.3 The FSMC shall credit for USDA Foods by disclosure, i.e., the FSMC shall credit the SFA for the value of USDA Foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of USDA Foods for the billing period. Crediting by disclosure does not affect the requirement that the FSMC shall only bill the SFA for net allowable costs. The FSMC shall use either the USDA's cost-per-pound donated food prices posted annually by the USDA (generated on or about November 15th), or the most recently published cost per-pound price in the USDA donated foods catalog to report the value of USDA Foods in its disclosure of the value of USDA Foods to the SFA in its invoices.

4.4 Any activities relating to donated foods that the food service management company will be responsible for, in accordance with §250.50(d), and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR 250.

4.5 The food service management company will use all donated ground beef and ground pork products, and all processed end products, in the recipient agency's food service.

4.6 The food service management company will use all other donated foods or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal of better quality than the donated foods, in the recipient agency's food service.

4.7 The FSMC must meet the general requirements in 7 CFR § 250.14(a) for the storage and inventory management of USDA Foods. In accordance with 7CFR §250.52(b), the FSMC may store and inventory donated foods together with foods it has purchased commercially for the SFA's use, unless this is specifically prohibited in its contract. It may store and inventory such foods together with other commercially purchased foods only to the extent that such a system ensures compliance with the requirements for the use of donated foods in 7CFR §250.51(d). Additionally, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for USDA Foods.

4.8 The FSMC must return all unused USDA Foods, including but not limited to ground beef, ground pork, and processed end products to the SFA when the contract terminates, is not extended, or renewed.

4.9 The SFA must ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's meal service in the school year. The FSMC agrees to cooperate and provide information reasonably requested by the SFA.

4.10 The FSMC must ensure compliance with the requirements of subpart C of 7 CFR § 250 and with the provisions of the distributing and/or the SFA's processing agreements in the procurement of processed end products on behalf of the SFA and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value.

4.11 The FSMC shall not enter into the processing agreement with the processor required in subpart C of 7 CFR § 250.

4.12 The distributing agency, sub-distributing agency, or SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods.

4.13 The FSMC shall maintain records to document its compliance with 7 CFR § 250.54(b).

4.14 Any extension or renewal of the contract is contingent upon fulfillment of all provisions in this contract relating to USDA Foods.

4.15 The FSMC must maintain the following records relating to the use of USDA Foods:

A. The USDA Foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service operations;

B. Documentation that it has credited the SFA for the value of all USDA Foods received for use in the SFA's food service operations in the school year, including, in accordance with the requirements in 7 CFR §250.51(a), the value of USDA Foods contained in processed end products; and

C. Documentation of its procurement of processed end products on behalf of the SFA, as applicable.

4.16 The SFA shall ensure that the FSMC is in compliance with the requirements of this section through its monitoring of the food service operation, as required in 7 CFR §§ 210, 225, or 226, as applicable.

4.17 The SFA shall conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in 7 CFR §250.51(a), the value of USDA Foods contained in processed end products.

4.18 All USDA Foods received by the SFA and made available to the FSMC shall accrue only to the benefit of the SFA's non-profit school food service program and shall be used therein.

4.19 The FSMC shall have records available to substantiate the use of USDA Foods in reimbursable meal pattern meals.

4.20 The FSMC shall select, accept and use in as large quantities as may be used in SFA's non-profit school food service program, the type and quantities of available federally donated commodities, subject to the approval of the SFA.

4.21 Title of products purchased or processed using USDA Foods must remain within the SFA. Any charges incurred by the FSMC when processing or purchasing products containing government commodities shall be processed for payment by the FSMC and charged back to the SFA as a food cost.

SECTION V: Equipment

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

5.2 The FSMC may only charge the SFA for reasonable, necessary and allocable purchases.

5.3 The FSMC may recommend to the SFA the purchase of new or replacement equipment as needed. The FSMC shall account for all equipment and protect it from pilferage or destruction, and will coordinate the repair or replacement of any equipment not functioning properly with the designated SFA personnel that has repair responsibility.

5.4 The FSMC shall operate and care for all equipment and food service areas (walls, windows, lights, etc.) in a clean, safe and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, rules and regulations of federal, state and local authorities, normal wear and tear excepted.

5.5 The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on the SFA premises.

5.6 The FSMC, upon termination of the contract, shall surrender all equipment and furnishings belonging to the SFA and/or purchased through this agreement in good repair and condition, normal wear and tear excepted.

5.7 The SFA shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not considered as being food equipment.

5.8 The SFA shall be responsible for any losses which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.

5.10 The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises except for loss or damage caused by SFA beyond normal wear and tear.

5.11 The SFA will provide the initial physical inventory of supplies and equipment available for use by the FSMC.

5.12 The SFA shall furnish and install any equipment or make any structural changes needed to comply with federal, state, and local laws.

5.13 Each party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or equipment owned, leased or controlled by such Party which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.

5.14 All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA unless otherwise stated in writing by the SFA.

5.15 If required, the SFA shall provide transportation vehicles and transportation equipment to be used in the food service programs. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the SFA.

SECTION VI: Facilities

6.1 The SFA shall furnish at its expense, space, light, heat, power, hot and cold water and other utilities as are necessary for the operation of the food services to be furnished hereunder.

6.2 The SFA shall make available without cost to the FSMC, areas of the premises agreeable to both parties in which the FSMC shall render its services; such areas as are reasonably necessary for providing efficient food service. The SFA is responsible for maintaining the facilities in a good state of repair and free from vermin.

6.3 The SFA retains the right to rent food service facilities during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities take place, the SFA may require that a member(s) of the food service staff designated by the resident manager be on duty and be reimbursed. If the SFA approves the use of the facilities for extracurricular activities before or after the SFA's regularly scheduled meal periods, the SFA shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear excepted.

6.4 The FSMC shall not use the SFA's facilities to produce food, meals or services for other organizations without the approval of the SFA. If such usage is mutually agreeable, there shall be a signed agreement which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.

6.5 The SFA shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.

6.6 The SFA shall provide suitable office facilities to the FSMC, including furniture and equipment, for use by the FSMC in performance of this contract. The FSMC shall take reasonable care of the office facilities and equipment and shall return them to the SFA in good condition upon termination of this contract, normal wear and tear excepted.

SECTION VII: Sanitation and Safety

7.1 The FSMC shall be responsible for usual and customary cleaning and sanitation of the SFA's food service facilities to include - housekeeping, preparation, storage, and equipment. The FSMC will also adjust practices and operation of equipment as required.

7.2 The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items.

7.3 The FSMC shall comply with all local and state sanitation requirements in the preparation and service of food.

7.4 The FSMC shall maintain safety programs for employees as required by federal, state, and local authorities, including the FSMC's corporate policies.

7.5 The FSMC shall place garbage and trash in appropriate containers in the designated areas.

7.6 The FSMC shall cooperate in the SFA recycling program.

7.7 The FSMC shall clean the kitchen area, equipment, including but not limited to sinks, counters, tables, chairs, silverware, and utensils.

7.8 The SFA shall designate a refuse collection area and the FSMC shall be responsible for transporting refuse to the designated refuse collection area. The SFA shall remove all garbage and trash from the designated areas.

7.9 The SFA shall be responsible for cleaning of floors in the dining, serving and kitchen areas, walls, ceilings, tables and chairs in the cafeteria/dining area.

7.10 The SFA shall be responsible for painting and miscellaneous repairs within the kitchen and dining areas.

7.11 The SFA shall be responsible for the required cleaning and maintenance of dining areas, as well as periodic cleaning of all ceiling and light fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA shall also provide and maintain adequate fire extinguishing equipment for food service areas and provide necessary pest control. If the SFA is unable to perform any of its responsibilities described in this paragraph, the FSMC may, with the written approval of the SFA, temporarily assume those responsibilities and shall bill the SFA for any costs incurred.

7.12 The SFA shall provide, at the SFA's expense, maintenance personnel and outside maintenance services, parts, and supplies as is necessary to properly maintain the food service facilities and equipment.

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

SECTION VIII: Employees

8.1 The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all employees employed therein who meet the USDA Professional Standards for Food Service Professionals.

8.2 It is expressly understood that all presently employed (SFA and/or FSMC) food service employees will be given the opportunity to interview for positions within the SFA as employees of the FSMC.

All non-management food service employees shall be employees of the SFA; will be directed and supervised by FSMC Food Service Director.

8.3 The SFA does not utilize student workers in the food service program.

8.4 The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including, but not limited to, any income, social security, and unemployment taxes and workers' compensation payments.

8.5 Contract Work Hours and Safety Standards Act: The FSMC and its employees shall comply with all wage and hours of employment requirements of federal and state laws and regulations, including the Contract Work Hours and Safety Standards Act, Appendix II to § 200 (E) 40 U.S.C. 3701-3708. All employees of the FSMC shall be paid in accordance with the Fair Labor Standards Act, as amended and any other applicable statutes. In addition, the FSMC will comply with all applicable federal and state employment statutes, including those statutes pertaining to labor relations.

8.6 The FSMC shall establish schedules, wage rates, and benefit programs for all employees.

8.7 The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurances and worker's compensation and shall be solely responsible for any losses incurred by the SFA, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. The FSMC is required to provide a fidelity bond for all FSMC employees.

8.8 The FSMC shall procure Workers' Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees and shall provide proof of such coverage or system to the SFA.

8.9 The FSMC shall maintain its own personnel policies and fringe benefits for its employees. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other limitations.

8.10 The FSMC must provide a resident Food Service Director who will be approved by the SFA and will be responsible for directing the food services program and implementing cooperatively agreed upon strategies for maximizing participation in the Child Nutrition Programs. The Director shall be available to meet with principals, students, and staff to determine ways to improve the program. The Director must also be available to participate in town or state meetings when food service matters are to be discussed with appropriate notice given.

8.11 The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to its use of District premises as established by SFA from time to time and which are furnished in writing to the FSMC.

8.12 Civil Rights: The FMSC here by agrees that it will comply with:

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

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

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

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance. By accepting this assurance, the FSMC agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the FSMC, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the FSMC.

8.13 The FSMC shall be responsible for obtaining any necessary fingerprint clearances for its employees as required by law. The FSMC shall provide all necessary forms and/or documentation for such employees to the SFA.

8.14 The FSMC shall ensure that all food service employees comply with the rules of the MA DESE regarding fingerprinting and criminal background checks. (MGL Ch 71 sec.38R)

8.15 The FSMC shall comply with all rules policies, processes and guidance pertaining to all MA DESE Civil Rights Complaint Procedures.

SECTION IX: Free and Reduced Price Policy Statement and Written Charge Policy

9.1 The written policy of the SFA requiring feeding of students who qualify for free, reduced, or full price meals, shall apply to the FSMC's food service operation. The policy is on file in the SFA office. The SFA shall be responsible for the implementation of this policy.

9.2 The FSMC will be responsible for implementing policies covering free, reduced price, and full price meals and milk programs for those students designated by the SFA as meeting federal and state agency requirements for those programs. All such meals shall be served and accounted for in a manner approved by the SFA so as to protect the anonymity of the recipients. Meals shall be served, and proper, accurate pupil participation records shall be maintained by the FSMC.

9.3 Per USDA Policy SP46-2016, the SFA shall have a written student meal charge policy, that ensures a "transparent approach to the issue", on file in the SFA office. The SFA shall be responsible for the implementation of this policy and supply the FSMC with a written copy. The FSMC will work with the SFA to administer policy.

SECTION X: Meals – Planning and Procurement

10.1 The FSMC may recommend meal prices for approval by the SFA. The FSMC shall not alter the prices once approved without prior notice and approval by the SFA. [7 CFR §210.16(a)(4)] The SFA shall retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals.

10.2 The FSMC shall submit with the proposal a twenty-one (21) day cycle menu and a Daily Menu Pattern for the SFA's schools. The FSMC must adhere to this cycle for the first twenty-one (21) days of meal service; thereafter, changes may be made with the mutual agreement of the SFA and the FSMC. However, the menu standard as presented in the first twenty-one (21) day menu and the Daily Menu Pattern, must be maintained as to type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered at all grade levels.

10.3 The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the food service program. The FSMC shall comply with the grade, purchase unit, style, weight, ingredients, formulations, etc., for foods served as agreed upon with the SFA. The minimum procurement specifications are listed on **Schedule B**.

10.4 The FSMC shall serve reimbursable meal pattern lunches pursuant to the NSLP. For purposes of this proposal, lunch prices as per attached listing shall be used as a guide for calculations **(reference Schedule C)**.

10.5 The FSMC may offer a choice of reimbursable meal pattern lunches and shall provide specified types of service as listed in **Exhibit A**.

10.6 The FSMC shall provide condiments and utensils as needed.

10.7 The FSMC shall use the SFA's facilities for the preparation of food to be served in the designated serving areas. This may include cafeterias, classrooms, hallways etc.

10.8 The FSMC shall promote maximum participation in the Child Nutrition Programs.

10.9 BUY AMERICAN PROVISION: The SFA and FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. for use in meals served in the SFA's Child Nutrition Programs in compliance with the Buy American Provision under 7 CFR § 210.21(d)(2) and 7 CFR § 250. FNS Policy Memo SP 38-2017 Exceptions to the Buy American Provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 30 day(s) in advance of delivery. The request must include:

A. Alternative substitute (s) that are domestic and meet the required specifications:
    i. Price of the domestic food alternative substitution (s); and
    ii. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
B. Reason for exception: limited/lack of availability or price (include price);
    i Price of the domestic food product; and
    ii Price of non-domestic product that meets the required specification of the domestic product

10.10 The FSMC is prohibited from directly or indirectly restricting the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event. [7 CFR 210.21(e)]

SECTION XI: Food Inventory and Storage

11.1 The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards. The SFA retains the right to verify these standards.

11.2 Ownership of beginning and ending inventory of food and supplies, including USDA Foods, shall remain with the SFA.

11.3 The FSMC shall maintain adequate storage practices, inventory, and control of USDA Foods in conformance with SFA's agreement with the MA DESE.

11.4 The SFA and FSMC shall conduct a joint inventory of existing food and operational supplies at both the beginning and the end of this contract. If the ending inventory is less than the value of the beginning inventory the FSMC will credit the SFA for the difference. The cost of food and operational supplies ordered by the FSMC on behalf of the SFA in performance of this contract shall be paid for by the FSMC and the FSMC shall then be reimbursed for those costs incurred. The inventory of food and operational supplies shall remain the SFA's property.

11.5 The SFA and the FSMC shall inventory the equipment and USDA Foods owned by the SFA at the beginning of the contract year, including, but not limited to, consumable and non-consumable flatware, trays, china, glassware and food. The FSMC shall be responsible for reimbursing the SFA for all shortages noted on the year-end inventory.

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

12.1 The FSMC shall assume accountability and responsibility for daily bookkeeping and recording functions, including state and federal reimbursements at a minimum:

A. Monthly Profit and Loss Statements
B. Annual Budgeting
C. Perpetual Inventory – Costs and Controls
D. Preparation of records for annual audit by SFA
E. USDA Foods Entitlement Summary Reports
F. Department of Defense (DoD Fresh) Program Reports
G. Usage Reports from K-12 Services and Processor Link demonstrating actual usage of pounds sent to processors
H. State reporting of Quarterly YTD Profit and Loss Statements and
I. State reporting of an Annual Balance Sheet.

12.2 The FSMC shall prepare information necessary for CNP claims for reimbursement from state and federal agencies and maintain such records, as the SFA will need to support its claims for reimbursement under the Child Nutrition Programs. The SFA shall retain signature authority on the MA DESE-SFA Agreement for Child Nutrition Programs (ED-099), including all addenda, free and reduced price policy statement and claims for reimbursement. The FSMC shall report the claim information to the SFA promptly at the end of each month or more frequently as specified by the SFA. [7 CFR § 210.16(c)(1)]

12.3 The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements, and particular records, in a format and timeline approved by the SFA. Reimbursement for direct expenses will only be allowed if previously included in the original or amended budget submitted to the SFA.

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

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

12.5 The SFA shall designate by name and title the employee whose responsibility it shall be to manage the SFA/FSMC contract and to ensure the SFA meets all its responsibilities hereunder.

Name and Title: Michael Connelly, Finance Director

12.6 Books and records of the FSMC pertaining to the foodservice operations shall be available at the SFA for a minimum of six (6) years, plus the current year, from the date of the final payment to which they pertain, for inspection and audit by either state, or federal representatives and auditors. In instances where audit findings have not been resolved, the records must be retained beyond the 6-year period until resolution of the issues raised by the audit.

12.7 Allowable Costs.

A. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.

B. The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account).

C. The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

D. The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and Program regulations and Office of Management and Budget cost circulars as detailed in 2 CFR§200.

E. The FSMC must identify the amount of each discount, rebate and other applicable credit, with the exception of the FSMC's prompt payment discounts for payments made to vendors, on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. All payment discounts, rebates and allowances obtained from vendors must be credited to the SFA's food services account.

F. The frequency of reporting this information must be monthly.

G. The FSMC must identify in their proposal the method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract.

FSMC Response: Credits and Rebates are reflected on the monthly invoice

H. The FSMC must maintain documentation of cost and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, MA DESE, or the USDA. The FSMC shall return the value of all discounts, rebates and all other applicable credits allocable to the contract to the SFA.

12.8 The FSMC shall submit monthly operating statements to the SFA. This statement shall reflect all activity for the previous calendar month.

12.9 Invoice Due Date. Invoices submitted to the SFA by the FSMC will be paid within thirty (30) days of receipt.

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

A. The actual and direct costs for the wages, taxes, and benefits of the FSMC employees at each site, food service director and other management employees on the FSMC's payroll.

Number of employees that are employed by the SFA and paid directly by the SFA: 19

B. Direct operating costs paid by the FSMC arising from performance of this contract. Direct operating costs are defined as:
   - food and supply purchases by the FSMC necessary to perform this contract
   - food service program travel and mileage costs incurred
   - advertising and promotions within the SFA
   - the FSMC's insurance necessary for performance of this contract;
   - service business and occupation tax
   - employee training and development costs
   - laundry, linen, and uniforms
   - licenses and permits for performance of this contract; and
   - USDA Foods delivery and storage fees.

C. The FSMC's Management Fee (FSMC's profit) is:
   $13,000

D. The FSMC's Administrative Fee is:
   $95,324

   The following functions are the FSMC's responsibility, and will be included in such fees:
   - Corporate supervision;
   - Financial reporting and analysis;
   - Field auditing;
   - Marketing Assistance; and
   - Purchasing administration.

E. Per Meal Defined:
   n/a

F. Fee Adjustments: Upon mutual written agreement of the SFA and the FSMC, the Management Fee and Administrative Fee may be adjusted annually. Such adjustment shall be by no more than the percentage of change in the Consumer Price Index ("CPI") for all Urban Consumers (CPI-U U.S. city average), Northeast Region, Food Away from Home for the preceding year (April – March). Upon acceptance by the SFA, such increase in fees shall be incorporated into any renewal of this contract.

G. The SFA does not participate in FFVP.

H. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the SFA, or do not otherwise meet the requirements of this contract. [7 CFR § 210.16 (c)(3).]

I. Every payment obligation of the SFA under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the SFA in the event this provision is exercised, and the SFA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. Notwithstanding the forgoing, the SFA shall be liable for the payment of services rendered up through and including the date of termination.

J. Guaranteed Return: The SFA and the FSMC shall work together to ensure a financially sound and well run food service operation. For the term of the contract, including renewal years the FSMC shall guarantee that the food service program will achieve financial:
   $354,454
   If the annual financial return for the Food Service Program falls short of the FSMC's guaranteed minimum amount, the FSMC shall pay the difference to the SFA.

K. Force Majeure: Neither Party shall be responsible to the other for any losses or failure to perform its respective obligations under the Agreement (other than a payment obligation) when such failure is caused by conditions beyond the Party's control, and not due to the fault or negligence of such party, including, but not limited to, fire, explosion, water, Acts of God, civil disorder or disturbances, labor disputes, vandalism, war, riot, sabotage, weather and energy-related closings, pandemic, epidemic, governmental rules and regulations or like causes or the damage or destruction of real or personal property from such causes. In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall; (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. The party shall not be relieved of its responsibility to fully perform as to all other commitments in the Agreement.

The party will not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay:

1. is beyond the reasonable control of a party,
2. materially affects the performance of any of its obligations under this agreement, and
3. could not reasonably have been foreseen or provided against, but
4. will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

L. Unless otherwise expressly provided, the SFA and the FSMC shall remain responsible for all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of negligent or wrongful act or omission of the party, its agents, or its employees in the performance of its obligations under this agreement.

M. The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of Federal/State reviews/audits, corresponding with the SFA's period of liability.

N. The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods.

O. Nonperformance. The FSMC shall pay the SFA any over claims due to FSMC negligence or noncompliance with regulations, including those over claims based on review or audit findings. This provision shall be based on the 6-year record retention period as established in MA 30B regulations or the SFA's established record retention timeframe, whichever is greater.

SECTION XIII: Licenses, Fees and Taxes

13.1 The SFA shall obtain and post all applicable health permits for its facilities and assure that all state and local regulations are being met by the FSMC preparing or serving meals at a SFA facility. [7 CFR § 210.16(a)(7)]

13.2 The FSMC shall comply with all health and safety regulations required by federal, state or local law and shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals or meal components and the FSMC shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable state and local health regulations in preparing and serving meals at the SFA facility. [7 CFR § 210.16(c)(2)]

13.3 The FSMC shall comply with all building rules and regulations. SFA shall supply FSMC with copy of any written aforementioned documents.

SECTION XIV: Performance Bond

14.1 If operating SFSP for contracts over $100,000 as a condition to entry into this contract, the successful vendor shall provide to the SFA a performance bond equaling ten percent (10%) of the contract's value (total budgeted costs/expenses) associated with the Summer Food Service Program. This performance bond will guarantee the vendor's faithful performance. For the successful FSMC, the performance bond is required annually, in each year of the contract, to be submitted to the SFA Business Office within ten days of the awarding of the contract. 7 CFR Part 225.15(m) (5-7)

SECTION XV: Insurance

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

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

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

15.2 Automobile Liability
$1,000,000 combined Single Limit

15.3 Worker's Compensation and Employer's Liability

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

15.4 The North Reading School Committee and Town of North Reading shall be additional named insured's on Comprehensive General Liability, Auto, and Workers' Compensation (Employer's Liability Only) policies.

15.5 The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

15.6 The FSMC agrees to indemnify and hold harmless the North Reading School Committee and Town of North Reading and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the FSMC's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Board, the Town, or any of their respective members, officers, employees or agents in any suit or claim arising from the FSMC's performance or lack of performance of the Contract or arising from the enforcement of this provision.

15.7 The FSMC shall obtain and keep in force during this contract, for the protection of the SFA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of $3,000,000.00 (no less than $1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the FSMC under this contract, and shall deliver to the SFA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the SFA. The policies for $3,000,000.00 coverage shall also name the SFA as an Additional Insured, but only with respect to operations of the FSMC under this agreement.

SECTION XVI: Contract Term, Renewal and Termination

16.1 This contract, dated July 1, 2024, is between Compass Group USA Inc, by and through its Chartwells Division, the FSMC and North Reading School Committee, the SFA.

A. This contract sets forth the terms and conditions upon which the SFA retains the FSMC to manage and operate the SFA's food service for the SFA's students, employees, and visitors.

B. The life of the contract shall be for a period of one year with the school year beginning on or about July 1, 2024, and ending June 30, 2025 with up to four(4), not to exceed four, one-year renewal(s), with mutual agreement between the SFA and the FSMC. [7 CFR § 210.16 (d)]

C. Contract documents are due to the State Agency for approval by April 5, 2024. Contract renewals are due to the State Agency by the first Friday in June in each subsequent term of the contract.

16.2 The contract cannot be assigned or otherwise transferred or conveyed by either party without the written consent of the other. Consideration for the contract renewal by the SFA and the FSMC will be made in compliance with the rules and regulations prescribed by the USDA.

16.3 Neither the FSMC nor the SFA shall be responsible for any losses if the fulfillment of the terms of the contract should be delayed by wars, acts of public enemies, strikes, fires, floods, act of God, or any acts not within the control of either the FSMC or the SFA, and which by the exercise of due diligence it is unable to prevent.

16.4 If both parties agree to a contract renewal, the parties will work together to gather and complete all required documents for submission. The SFA will be responsible for submitting all contract renewal documents to the MA DESE.

16.5 Recovery of prior year FSMC losses from current year food service program surpluses is unallowable.

TERMINATION

16.6 With the exception of payment obligations for prior performance under this contract, neither party shall be liable for the failure to perform their respective obligations under this contract when such failure is caused by fire, explosion, water, act of God, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, or other like causes beyond the reasonable control of such party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible.

16.7 Either party may terminate the contract for cause by giving sixty (60) days' notice in writing to the other party of its intention to do so. [7 CFR § 210.16 (d)]

16.8 If a cure or remedy is found for the termination request by mutual agreement of the contracting parties, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in paragraph 16.7 above. This letter should be counter-signed by the receiving party and the letter should become an amendment to this contract. [Appendix II to § 200]

16.9 The SFA may terminate the contract without cause. The SFA shall give no less than sixty (60) days written notice to the FSMC of its intention to terminate the contract without cause.

16.10 The right of termination referred to in this contract is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity. If the FSMC breaches a material provision of the contract and fails to cure such breach within sixty (60) days after receiving written notice of such breach the SFA may elect to pursue any available legal, contractual or administrative remedy or the following sanctions: (i) for a first violation, a written reprimand; (ii) for a second violation, a $500.00 penalty; and (iii) for a third violation, a $1,000.00 penalty. For the purposes of the foregoing, a single violation means an event of the same or similar

kind, without regard for the duration or number of personnel, equipment, students or meals involved. [Appendix II to § 200 (A)] 7 CFR Part 210.16(b)(2)

16.11 The FSMC shall ensure, upon termination or completion of contract, the SFA is provided with the following documents in accordance with 7 CFR 210.23(c) or the SFA's established record retention timeframe, whichever is greater: production records, menus, all documents to support monthly claims, all documents to support the use of USDA Foods, professional development training records, CEP data, PLE Tool data, all documents related to free/reduced meal application process including certification and verification (if applicable), and access to any documents and or recipes requested for an administrative review.

16.12 A waiver of any failure under this contract shall neither be construed as, nor constitute a waiver of, any subsequent failure. This contract supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendices referred to herein are made part of this contract by the respective references to them. This contract may be executed in several counterparts, each of which shall be deemed an original.

16.13 The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the contract.

16.14 Notification of Termination. The MA DESE shall be notified immediately of termination action and reason for termination.

16.15 The parties agree that the terms of this contract shall be in accordance with the RFP published by the SFA and any amendments to the RFP, and the proposal submitted by the FSMC are incorporated into this contract. In the event the contradictory statements are contained in the RFP, the FSMC proposal, and this contract, the following order of precedence shall apply: Amendments to contract, contract, Amendments to RFP, RFP, FSMC proposal.

SECTION XVII: Special and General Conditions

17.1 Confidential/Proprietary Information

A. The FSMC and SFA shall designate any information they consider confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents which it regularly uses in the operation of their business or which they develop independently during the course of this contract. Information so designated and identified shall be treated as confidential by the FSMC and SFA, and the FSMC and SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.[2 CFR § 200.315]

B. The FSMCs shall identify any specific information which the FSMC is claiming should not be disclosed to the public, along with a citation to the applicable provision of the Massachusetts Freedom of Information Act or other applicable statute on which the FSMC is basing its claim of confidentiality or non-disclosure. Information marked as "not to be disclosed to the public" must meet the standards set forth in the Freedom of Information Act. Provided that nothing herein shall be construed to relieve any SFA or the MA DESE from its obligations under any applicable freedom of information laws or other legal obligations concerning document disclosure, including, but not limited to, civil discovery demands. In the event a request for information/documentation is made pursuant to the Massachusetts Freedom of

Information Act (or other applicable statute or regulation), and the FSMC objects to the release of the requested information, the FSMC shall bear all reasonable costs and fees incurred in asserting such objection.

17.2 The FSMC shall adhere to all applicable laws, especially all Pure Food laws, and all related regulations prescribed by the Federal Government, the state of Massachusetts, and the local department of health. The FSMC will comply with the rules and regulations as set up by the SFA and with state and/or own laws, etc., covering and controlling food services at the facilities.

17.3 No alterations, changes or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the SFA with the final decision as to the alterations, changes or improvements reserved solely for the SFA.

17.4 Any silence, absence or omission from these specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only material (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

17.5 Notice/Communication: Any notice or communication required or permitted under this contract shall be in writing and shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

A. Notices to the SFA:

Name	North Reading School Committee
Attn	Michael Connelly, Assistant Superintendent of Finance and Operations
Address	189 Park Street
	North Reading, MA 01864

B. Notices to the FSMC:

Name	Compass Group USA, Inc by and through its Chartwells Division
Attn	Amy Shaffer, CEO Chartwells K-12
Address	2400 Yorkmont Road
	Charlotte, NC 28217

AND

Name	Compass Group USA, Inc. by and through its Chartwells Division
Attn	General Council
Address	2400 Yorkmont Road
	Charlotte, NC 28217

E-mail communication may also be allowable under the terms of this contract. Other persons or places may also be designated, in writing, by either of the parties, during the term of this contract. Notices shall be effective when

received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the United States mail.

SO AGREED:

	CEO Chartwells K-12	6/10/2024
Signature of Food Service Management Company's Authorized Representative	Title	Date

Amy Shaffer

Printed Name of Food Service Management Company's Authorized Representative

	Assistant Superintendent of Fiance and Operations	6/10/2024
Signature of School Food Authority's Authorized Representative	Title	Date

Michael A. Connelly

Printed Name of School Food Authority's Authorized Representative

Schedule A – Division of Costs for the Food Service Program

Schedule A to be completed as part of the RFP by the SFA

FOOD	**FSMC**	**SFA**
Food Purchasing	X	
Processing of Invoices	X	
Payment of Invoices	X	
USDA Administrative Charges	X	
USDA Processing Charges	X	
USDA Delivery Charges	X	

LABOR	**FSMC**	**SFA**
Payment of Hourly Full-Time Wages		X
Payroll Taxes of Hourly Employees		X
Fringe Benefits and Insurance of Hourly Employees		X
Preparation of Hourly Employees' Payroll		X
Processing of Hourly Employees' Payroll		X
Workers' Compensation for Hourly Employees		X

ADDITIONAL ITEMS	**FSMC**	**SFA**
China/Silver/Glassware – Original Purchase to Inventory Level Required for Operation		X
China/Silver/Glassware – Replacement During Operation		X
Telephone		X
Removal of Trash and Garbage from Kitchen		X
Removal of Trash and Garbage from Premises		X
Replacement of Expendable Equipment (Pots, Pans, etc.)	X	
Replacement of Non-Expendable Equipment		X
Products and Public Liability Insurance		X
Cost of Repairing Equipment		X
Uniforms		X
Local Travel (Intra-District and Banking Reimbursement)	X	
Vehicle		X

Schedule A (continued)

Schedule A to be completed as part of the RFP by the SFA

SUPPLIES	FSMC	SFA
Detergent and Cleaning Supplies	X	
Paper Supplies	X	
Menu Paper and Printing	X	
Postage	X	
Taxes/Licenses	X	
Pest Control		X
Utilities		X

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

Schedule B – Procurement Specifications

Schedule B to be completed as part of the RFP by the SFA
**The minimum requirement as specified below are USDA foods minimum specifications*

PRODUCT	**MINIMUM REQUIREMENTS**
Dairy Products	Grade A
Meat	USDA Grade Choice
Fish	U.S. Government Inspected
Poultry	USDA Grade A
Canned Fruits & Vegetables	U.S. Grade A Choice
Fresh Fruits & Vegetables	U.S. No. 1 Grade
Frozen Fruit & Vegetables	USDA Grade A
Bread	Packaged bread and buns to be manufacturer dated for freshness
Milk	Grade A
Ice Cream	Grade A
SFA Defined Products:	SFA Defined Minimum Requirement:

Schedule C – Price List (2023– 2024)

Schedule C to be completed as part of the RFP by the SFA and must be used in conjunction with Schedule E.

SCHEDULE C - PRICE LIST				
SCHOOL	*STUDENTS*	*ADULTS*		
	MILK	*BREAKFAST*	*LUNCH*	*MILK*
ELEMENTARY SCHOOLS	Price: 0.60	Price: 2.00	Price: 4.00	Price: 0.60
MIDDLE SCHOOLS	Price: 0.60	Price: 2.00	Price: 4.00	Price: 0.60
HIGH SCHOOLS	Price: 0.60	Price: 2.00	Price: 4.00	Price: 0.60

Schedule D – Reimbursement Rates **Rates as of 7/1/2022**

Schedule D to be completed as part of the RFP by the SFA and must be used in conjunction with Schedule E.

1. National School Lunch Program (Federal CFDANo.10.555)

	Regular Rates	Severe Need Rates*
Paid	.77	.79
Reduced	3.93	3.95
Free	4.33	4.35

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

2. School Breakfast Program (Federal CFDANo.10.555)

	Regular Rates	Severe Need Rates*
Paid	.50	.50
Reduced	1.96	2.37
Free	2.26	2.67

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

3. After-School Snack Program (Federal CFDANo.10.555)

	Rates
Paid	.09
Reduced	.54
Free	1.08

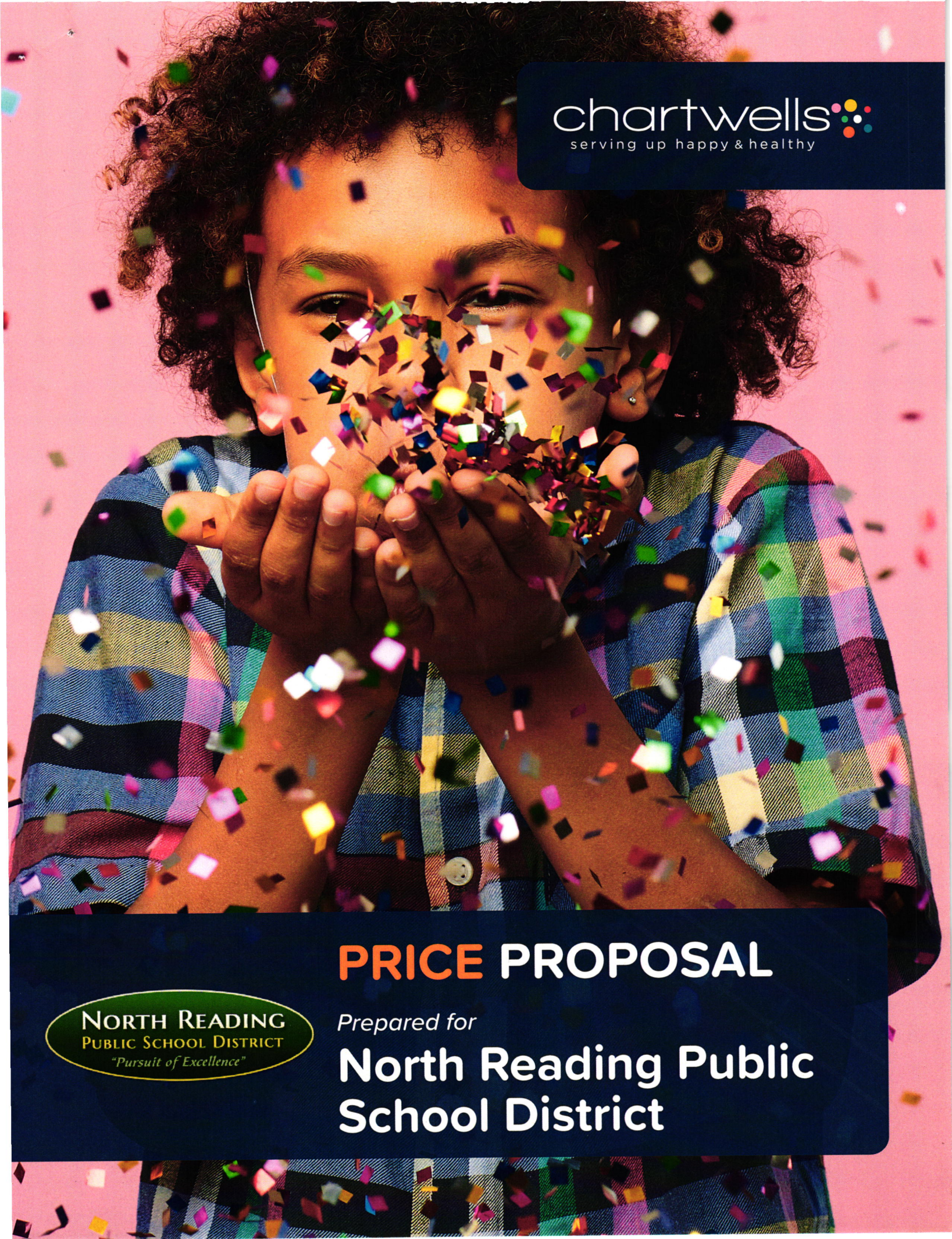
4. State Reimbursement Rates (Reimbursable Lunches): $.055

   (Includes free, reduced price, and paid reimbursable lunches.)

5. Eight Cents Certification: $0.08

   This district is eight-cent certified

6. Effective USDA Foods Rate (Federal CFDA No. 10.560): $.43



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PRICE PROPOSAL

NORTH READING
PUBLIC SCHOOL DISTRICT
"Pursuit of Excellence"

Prepared for

North Reading Public School District



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Compass Group USA, Inc., by and through its Chartwells Dining Division
2400 Yorkmont Road
Charlotte, NC 28217

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
Same As Above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

North Reading Public School District
189 Park Street
North Reading, MA 01864

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Food Service Management

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of March, 2024.

(Witness)

Compass Group USA, Inc., by and through its Chartwells Dining Division
(Principal) *(Seal)*

By:
(Title) Daniel Thomas SVP & Treasurer

(Witness) Jennifer C. Hoehn

Travelers Casualty and Surety Company of Am
(Surety) *(Seal)*

By:
(Title) Angela D. Ramsey, Attorney-in-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Angela D. Ramsey of Charlotte , NC , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond
OR
Project Description: Food Service Management

Principal: Compass Group USA, Inc., by and through its Chartwells Dining Division
Obligee: North Reading Public School District

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of March , 2024 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Price/Cost Information

For almost 27 years, Chartwells has provided North Reading Public School District with exceptional child nutrition programs. Our mission is to continue to ensure your students leave the cafeteria happier and healthier than when they came in. We work hard to balance the nutritional needs of your district with an optimized operational program, increasing engagement, participation and revenue.

You can trust and depend on our proven price proposal for your foodservice program. Our pricing strategy and operational processes have been developed to align with your unique needs. Our experience working with you and our more than 700 district partners nationwide gives your district security, efficiency, tighter controls and great financial results. Our proposal provides an optimal, balanced distribution of quality, service and price.



Per Schedule F in the RFP, specific costs must now be included in our administrative fee, as outlined in Schedule E. We have adjusted our expenses and administrative fee accordingly.

Paid, Free and Reduced

Cost Summary

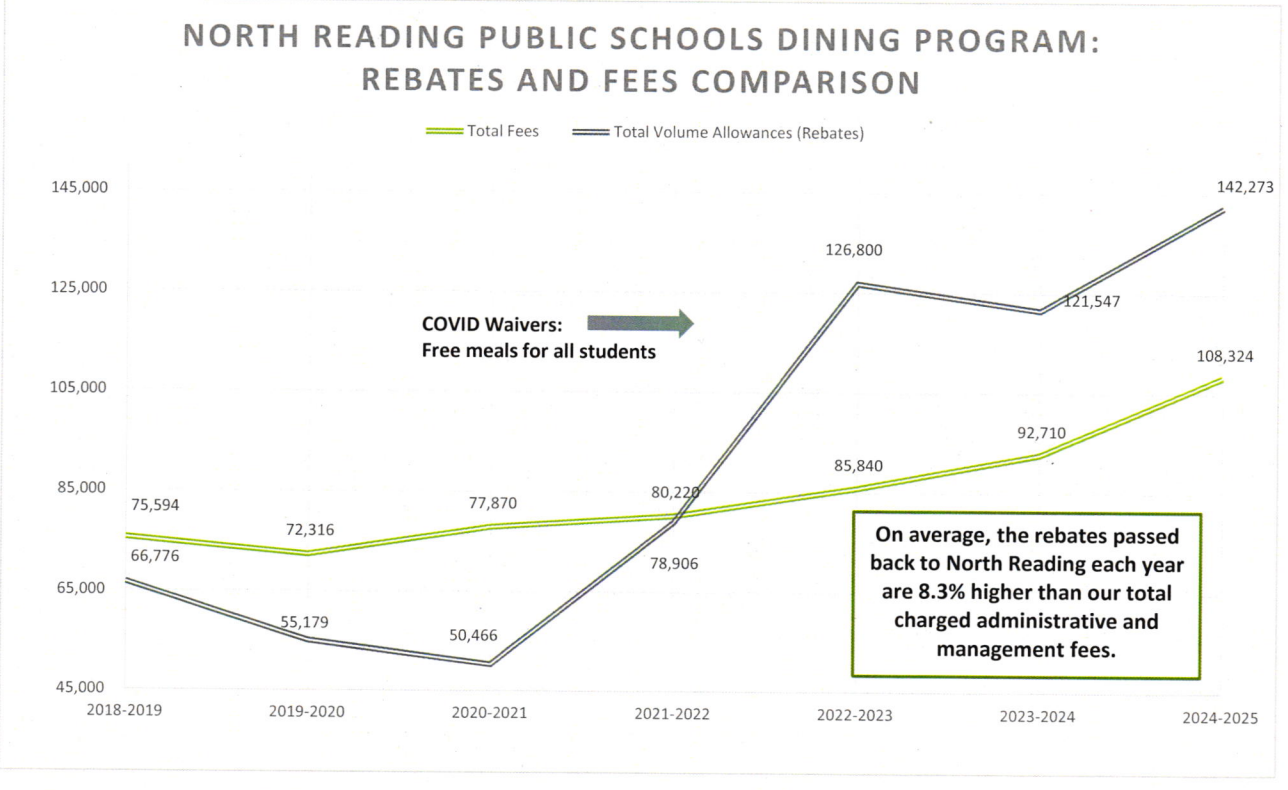
- Management Fee: $13,000
- Administrative Fee: $95,324
- Meal equivalent is based on the RFP amount of $4.70

Net Cost to North Reading Public School District

Total Proposed Fee: $108,324

– Value Allowance Rebates $142,273

= Net Cost -$33,949



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Estimated Purchasing Rebates for School Year 2024-2025: $142,273

The purchasing power of Chartwells and the entire Compass Group family is evident in the transparent return of all purchasing rebates. No other company has the purchasing power to provide competitive invoice pricing and significant rebates to your district. Our proposed purchasing rebates are estimated based on the RFP, provided data and our projections.

Rebate Transparency

Chartwells will continue to identify rebates, discounts and allowances on the operating statements and provide North Reading Public School District with access to records as required by applicable regulations. Chartwells will pass through all allowances earned. These allowances include manufacturer item volume allowances, local supplier invoice discounts, distributor allowances, supplier credits and applicable growth incentives.

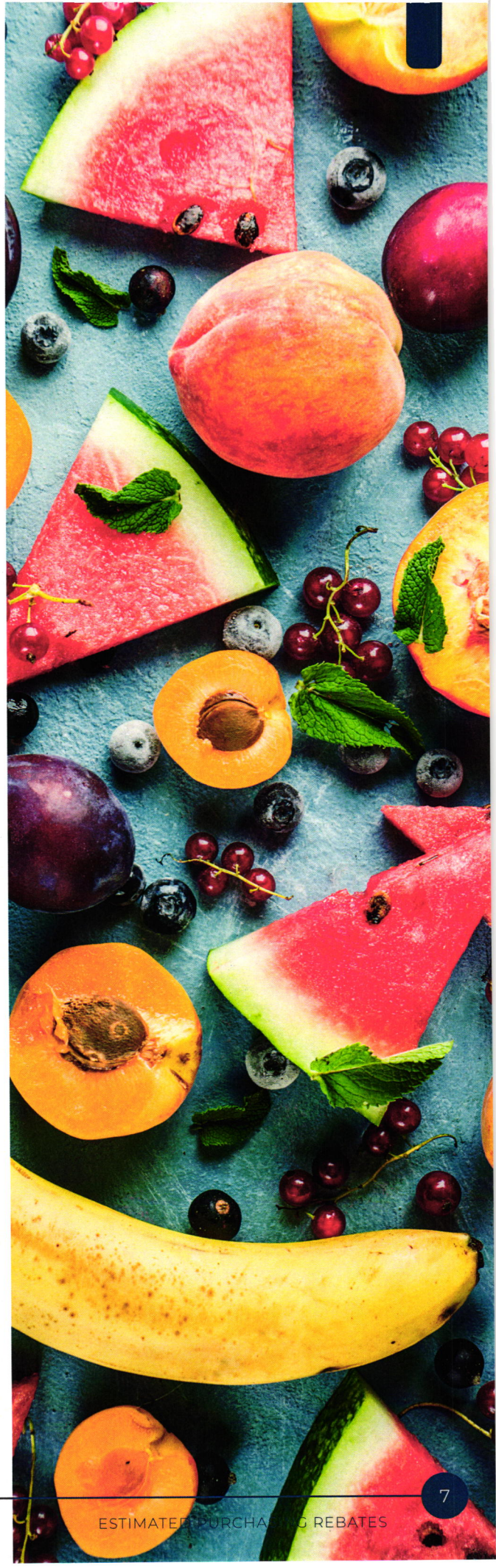
Chartwells does not charge any rebate management fee or rebate administrative fee, passing 100% of applicable rebates to our clients.

Proposed Foodservice Program Return

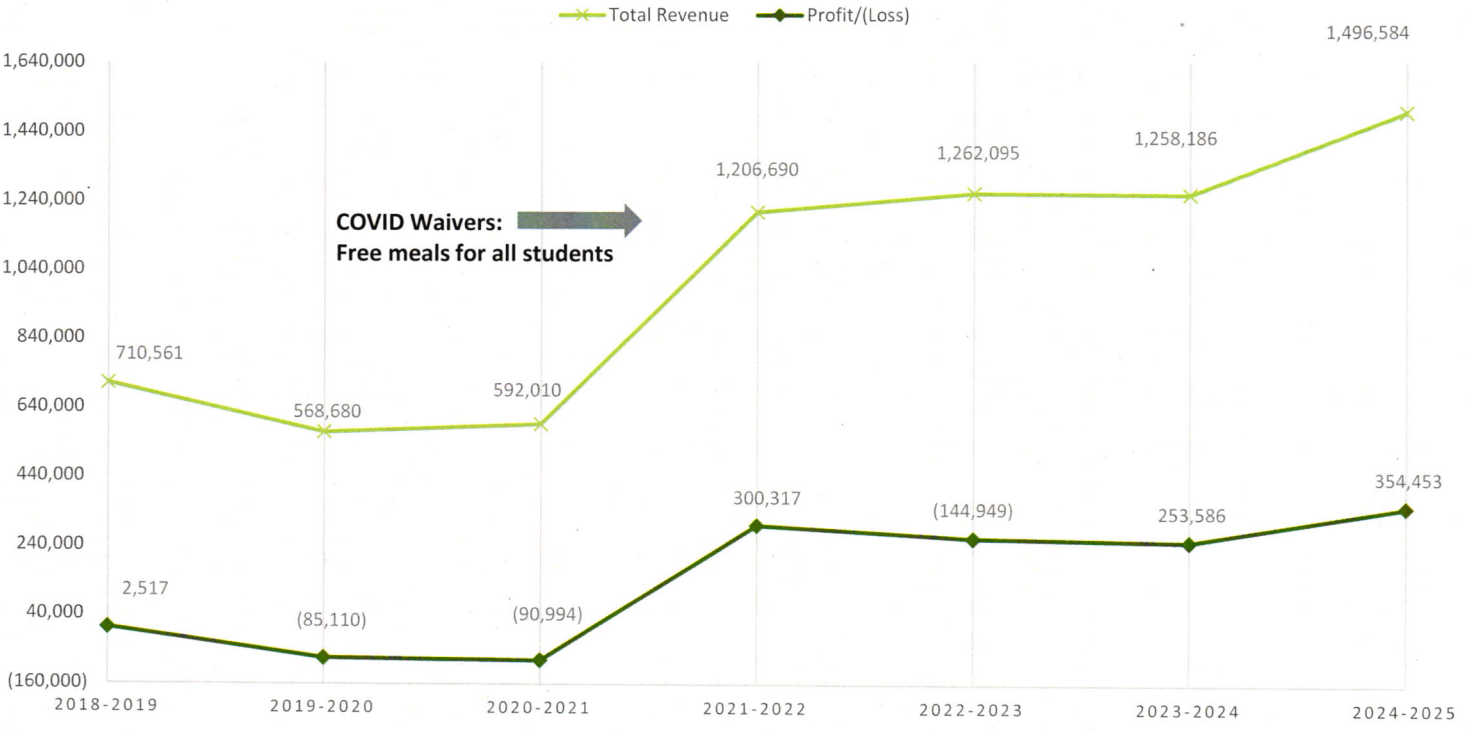
It is our privilege to serve North Reading Public School District. We will continue to work diligently to bring best-in-class programs and positive financial results to your students and school community. Our passion and commitment to your program will never waver.

Guaranteed Return: $354,454

As part of our comprehensive financial commitment, we're offering a guaranteed return of $354,454. Our experience with you, resources and analysis of information provided in the RFP allow us to confidently present this figure to the distri



NORTH READING PUBLIC SCHOOLS DINING PROGRAM: REVENUE AND PROFITABILILTY



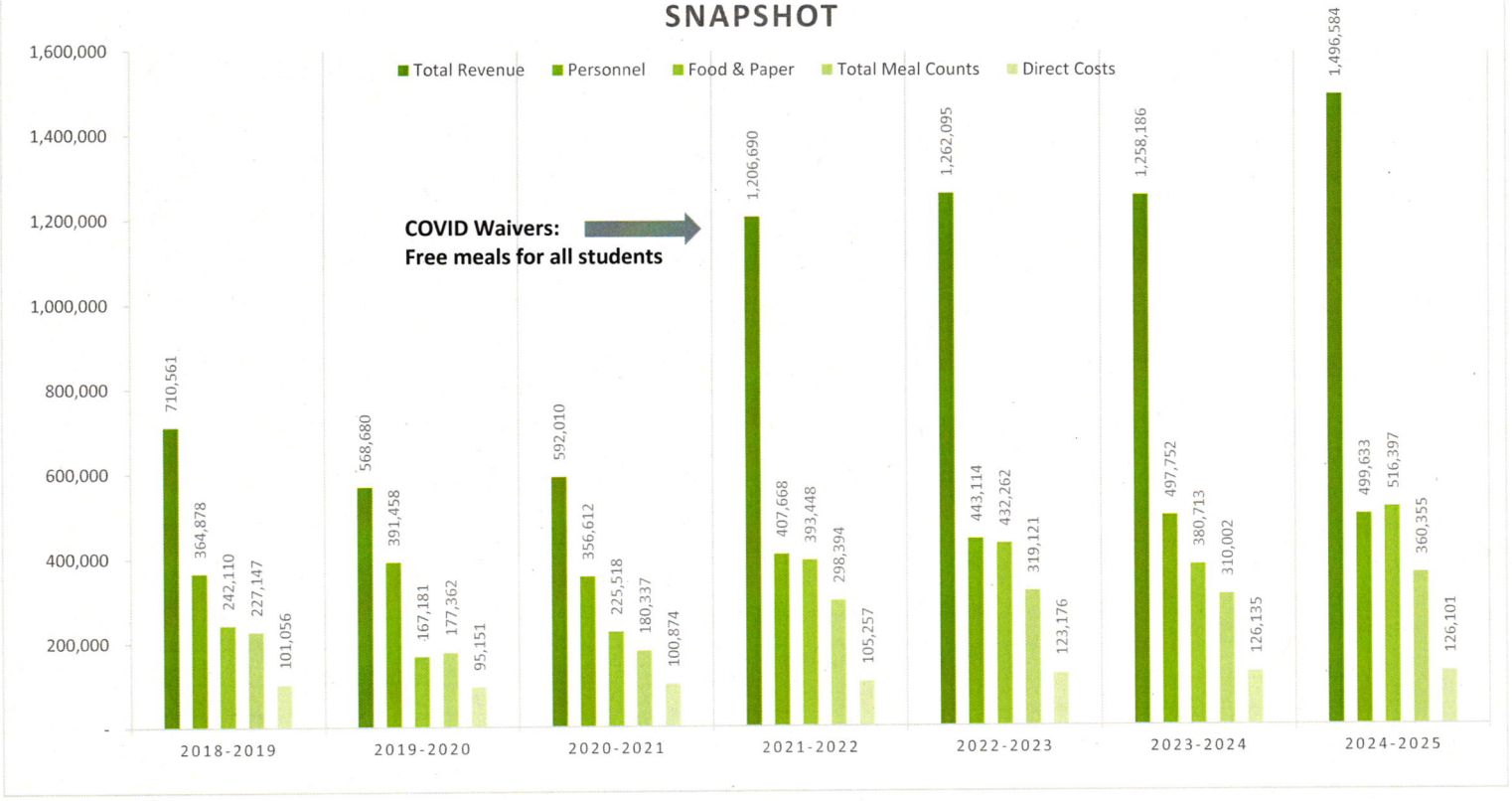
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ESTIMATED PURCHASING REBATES FOR SCHOOL YEAR 2024-2025: $142,273

NORTH READING PUBLIC SCHOOLS DINING PROGRAM: 7-YEAR SNAPSHOT



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ESTIMATED PURCHASING REBATES FOR SCHOOL YEAR 2024-2025: $142,273

Schedule E – Financial Schedule

Schedule E Financial Schedules
Operating Statement

North Reading PS SY 2025 Chartwells

PROJECTED REVENUE

Cafeteria Sales: (Lunch)						
Student Paid Meals:						
	Elementary Schools	@	$ 4.00	=	$	-
	Middle Schools	@	$ 4.00	=	$	-
0	High Schools	@	$ 4.00	=	$	-
Student Reduced Price:						
	District Wide	@	$ 0.40	=	$	-
Student a la Carte:				=	$	160,597.00
Adult Lunches:				=		
Adult a la Carte:				=	$	9,371.00
			Lunch Sales	=	$	169,968.00 (a)

Cafeteria Sales (Breakfast)

Student Paid Meals:						
0	Elementary Schools	@	$ 2.00	=	$	-
0	Middle Schools	@	$ 2.00	=	$	-
0	High Schools	@	$ 2.00	=	$	-
Student Reduced Price:						
	District-Wide	@	$ 0.30	=	$	-
			Breakfast Sales	=	$	- (b)
Special Functions:						
Catering					$	20,000.00
Bank Interest					$	-
Other Income					$	12,748.00
Other Income					$	-
				Other	$	32,748.00 (c)
Total Sales						
				Subtotal Sales	$	202,716.00 **(A)**

Projected Reimbursements

Anticipated Reimbursement Federal & State (Lunch)							
		District Wide Paid Meals	@	$ 0.53	=	$	-
		Reduced Meals	@	$ 3.98	=	$	-
	271,763	Free Meals	@	$ 4.38	=	$	1,190,321.94
					Subtotal Lunch Reimbursement	$	1,190,321.94 (B)

Anticipated Reimbursement Federal & State (Breakfast)						
	District Wide Paid Meals	$0.38	=	$	-
	Reduced Meals	$1.98	=	$	-
45,415	Free Meals	$2.28	=	$	103,546.20
			Subtotal Breakfast Reimbursement	$	103,546.20 (C)
			TOTAL INCOME (A+B+C)	$	1,496,584.14

Projected Expenses

Food							
Student Lunches	271,763	Meals	@	$ 1.75	=	$	475,585.25
Student Breakfasts	45,415	Meals	@	$ 1.07	=	$	48,657.63
Adult Lunches	0	Meals	@	$ -	=	$	-
Employee Lunches	0	Meals	@	$ -	=	$	-
Districtwide a la Carte						$	81,584.64
Special Functions						$	9,600.00
USDA Processing Charges						$	-
Purchasing Credits/Rebates	this line is excluded in the MA RFP; it is included here for reporting transparency					$	(142,273.00)
USDA Donated Foods Value	net into food cost					$	-
					Net Food Cost	$	473,154.52 (D)

Labor	
Hourly Wages: (Employee schedules, work hours and rates of pay must be attached)	
Administration/Clerical	$ -
Food Service Workers	$ 357,577.00
Other ____	$ -
Other ____	$ -
Salaries: (Employee schedules, work hours and rates of pay must be attached)	
Management	$ 104,690.00
Other	$ -
Other Payroll Costs	
Employee Fringe Benefits	$ 37,366.00
	$ -
Other Expenditures: Per RFP Schedule F, Pg 55, expenses with * are now included in the Admin Exp	$ -
Auto Allowance	$ 500.00
Cafeteria Supplies (paper, cleaning, etc.)	$ 46,126.00
Commodity Delivery	$ -
General Support and Administrative Expense	$ 95,324.00
Depreciation (RFP requested $30K- split between each district)	
Equipment Rental	
Insurance	$ 6,276.00
Menu/Ticket Printing	
Office Supplies/Outside services	$ 1,000.00
Performance Bond	
*Promotions	
Replacements	$ 1,500.00
Communication/Stationary/Postage	$ 750.00
Telephone	
Uniforms/Laundry	$ -
*Manuals	
Computer & Software	$ 4,530.00
*Training	
Safety supplies	$ 339.00
Associate Training	$ -
Total Labor and Other Expenses	$ 655,978.00 **(E)**

Management and/or Administrative Fee Proposal: Chartwells K-12, food service management company (hereinafter referred to as the FSMC), agrees to operate the school food service program of the SFA North Reading School Committee, a federal Child Nutrition Program School Food Authority (hereinafter referred to as the SFA) as described in the SFA's Request for Proposal (RFP) specifications for the 2023 - 2024 school year and for renewal years.

Renewal Year 1: 07/01/2025 to 06/30/2026

Renewal Year 2: 07/01/2026 to 06/30/2027

Renewal Year 3: 07/01/2027 to 06/30/2028

Renewal Year 4: 07/01/2028 to 06/30/2029

This is subject to subsequent negotiated one-year extensions of the agreement. Notwithstanding any contrary understanding or interpretation, the term of this agreement shall be one year, as required by USDA. This agreement may be renewed for one-year terms for up to four(4) additional years.

Fee Adjustments: Upon mutual written agreement of the SFA and the FSMC, the Management Fee and Administrative Fee may be adjusted annually. Such adjustment shall be by no more than the percentage of change in the Consumer Price Index ("CPI") for all Urban Consumers (CPI-U U.S. city average), Northeast Region, Food Away from Home for the preceding year (April – March). Upon acceptance by the SFA, such increase in fees shall be incorporated into any renewal of this contract.

Schedule G – Guaranteed Return

Schedule G – Guaranteed Return

***Please note: This form must be completed by the FSMC and submitted separately in the sealed Price Proposal Envelope.**

Guaranteed Return: The SFA and the FSMC shall work together to ensure a financially sound and well run food service operation. For the term of the contract, including renewal years the FSMC shall guarantee that the food service program will achieve financial: *(select one option)*

- ○ Breakeven: defined as "generated program revenues will be sufficient to cover all actual and direct operating costs incurred.
- ◉ Surplus: defined as "generated program revenues will exceed all actual and direct operating costs incurred. Dollar Value: 354,454.00
- ○ Deficit: defined as "generated program revenues will not be sufficient to cover all actual and direct operating costs incurred. Dollar Value: _____

Actual and direct operating costs are as described in paragraphs 12.10A - E above.

If the annual financial return for the Food Service Program falls short of the FSMC's guaranteed minimum amount, the FSMC shall pay the difference to the SFA.

The Guarantee is based on the accuracy of the information and assumptions provided by the SFA in the RFP and shall be renegotiated if operating conditions change significantly.

Management Fee						
Monthly Flat Rate						$1,300.00
		OR				
Cents per Meal (Complete Calculation Below)						
*Student Annualized Meals	meals	0	@	$.-	=	$ -
			Total Management Fee		$	13,000.00 **(F)**
				Expense Total	$	1,142,132.52
						(D + E + F)
				Profit/Loss (Subsidy)	$	354,451.62

Total Number of Reimbursable Meals
Meal Equivalent = The total $ value of a la carte and adult meals divided by the current free lunch reimbursement rate + per meal commodity foods reimbursement.
*Student Annualized Meals = the number of reimbursable meals + (the $ amount of adult and a la carte sales) divided by (the current free lunch reimbursement rate + the per meal commodity [USDA Foods] reimbursement).
**In accordance with Section 18.6 of this RFP the Meal Equivalency Rate used in the Contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the commodity (USDA Foods) reimbursement rate.

Schedule F – FSMC Fee

Schedule F – Food Service Management Company (FSMC) Fee

***Please note: This form must be completed by the FSMC and submitted separately in the sealed Price Proposal Envelope.**

Fee Components
The FSMC's fees must be inclusive of all general and administrative fees, as well as profit, and in compliance with USDA rules and regulations.

In addition to the above requirements and any other requirements included in the Agreement, the following costs MAY NOT be included in any other expense charged to the SFA other than as indicated in the chart under paragraph 2 herein.

1. Menu development specific to the operation
2. Management meetings, and/or management development program specific to the operation
3. Nutrition education materials and program expense
4. Facilities layout and design services specific to the operation
5. Cost of developing training or procedures manuals
6. Food service control forms and supplies
7. Materials for food service promotions
8. All purchasing services
9. Education provided through classroom programs, parent/teacher meetings and school food service advisory committee meetings
10. All accounting and bookkeeping
11. All payroll reporting, recording and documentation including the issuance of weekly payroll checks for food service management company employees
12. Supply of all administrative, dietetic, nutritional, sanitation and personnel advice
13. Visitation/coverage by corporate chef during school food service promotions
14. Visitation/coverage by a principal or other executive of the food service management company 15. Other Fees not outlined by this RFP that are included in the fee must be delineated and listed below:

Fee Structure: Please mark the table below with an X for the components that make up the Administrative Fee/Management Fee or are to be directly billed to the SFA from the items listed above. Labor and food production costs are covered later in this section.

Administrative Fee: The FSMC shall charge the SFA [CHECK ONE AND INSERT $]

◉ a fee of $ 9,532.40 per month for 10 months during each year of the contract. The fee represents the FSMC overhead expenses listed below

OR

○ a fee of $_____ per meal/meal equivalent. Meal equivalents shall be determined by _____. The fee represents the FSMC overhead expenses listed below

AND/OR

Management Fee: The FSMC shall charge the SFA [CHECK ONE AND INSERT $]

◉ a fee of $ 1,300.00 per month for 10 months during each year of the contract. The fee represents the FSMC Profit

OR

○ a fee of $_____ per meal/meal equivalent. Meal equivalent's shall be determined by _____. The fee represents the FSMC Profit.


chartwells
serving up happy & healthy

North Reading Public Schools

Food Service RFP Score Sheet Summary
RFP Summary Ranking Scoring Sheet for Chartwells

		Glen McKay	Sean Killeen	Mike Connelly		
Rank	**Criteria**	**Score**	**Score**	**Score**	**Total**	**Overall Rating**
1	General Experience -	4	4	4	**12**	**HA**
2	Reference Satisfaction	4	4	4	**12**	**HA**
3	Operations-Reasonableness & Reliability	3	4	4	**11**	**HA**
4	Food Service Director Relevant Experience	4	4	3	**11**	**HA**
5	Proposed Menus	4	4	4	**12**	**HA**
6	Marketing and Merchandising	4	3	3	**10**	**HA**
7	Financial Stability	4	4	4	**12**	**HA**
8	Employee Trainings (# of training per year)	4	3	4	**11**	**HA**
9	Student Participation Rate (average lunch participation)	4	4	4	**12**	**HA**
10.1	School /Community Outreach	4	3	3	**10**	**HA**
10.2	Registered Dietician on staff (# years of experience)	4	4	4	**12**	**HA**
		43	**41**	**41**		
		Total Overall Rating				

Criteria Conversion Chart

Code	Criteria Rating	Value	Individual Criteria Rating / Value
HA	Highly Advantageous	4	10-12 Points
A	Advantageous	3	7-9 Points
NA	Not Advantageous	2	4-6 Points
U	Unacceptable	1	3 or less Points

Exhibit M – Scoring Committee Results Chart and Criteria Ratings Conversion Charts

Overall Ratings Ranges Chart

Criteria Rating	Overall Rating Ranges	Vendor Names
Highly Advantageous*	36 - 28	Chartwells
Advantageous	27 – 19	
Not Advantageous	18 - 10	
Unacceptable	9 – 0	

**Only Overall Ratings of Highly Advantageous move forward to the Price Evaluation Stage. If there are no vendors rated Highly Advantageous, the LEA reserves the right to move Advantageous vendors to the price (Guaranteed Return) evaluation stage.*

Overall Ratings Ranges Chart

Vendor Names	Criteria Points*	Guaranteed Return - Highest* (1st) to Lowest (4th)
Chartwells	41-43 (HA)	1st

**Ties on the Guaranteed Return are broken by the highest Criteria Points*

**Ties on both Guaranteed Return and Criteria Points are broken by lowest Management Fee*

****If the Guaranteed Return is Unacceptable for these vendors, the LEA reserves the right to go to the Advantageous vendor(s)***

EXHIBIT N

Non-Collusion Statement, Tax Compliance Certification, Certificate of Independent Price Determination, Certification of Clean Air and Water, Energy Policy and Conservation Act, Certification Regarding Debarment, Foreign Corporation Certificate of Registration, Certification Regarding Lobbying, Disclosure of Lobbying

Non-Collusion Affidavit

Food Service Program

By submission of this proposal, the FSMC certifies that:

a. This proposal has been independently arrived at without collusion with any other proposer, competitor, potential proposer or potential competitor.

b. This proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the proposals for the work to be performed or the goods to be sold, to any other proposer, competitor, potential proposer or potential competitor.

c. No attempt has been made, or will be made, to induce any other person to submit or not to submit a proposal. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

d. The person signing this proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in his/her behalf.

e. That below is a certified copy of the resolution authorizing the execution of the certificate by the signatory of this proposal on behalf of the corporate proposer.

Kristin E. Briotte

Signature of the person authorized to submit this proposal

Kristin E. Briotte, Assistant Secretary

Typed or printed name of signatory and title

2/20/2024

Date

Resolve that Amy Shaffer be authorized to sign and submit the proposal of this corporation Compass Group USA, Inc., by and through its Chartwells Division for the Food Service Management Program at the North Reading Public School District.

Tax Compliance Certification

Pursuant to M.G.L. c. 62C §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

State tax paid to MA using Federal ID or SS# 56-1874931

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

Dated: 2/20/2024

Amy Shaffer, CEO, Chartwells K12
Authorized Official's Signature

Certificate of Independent Price Determination

Both the school food authority and the Food Service Management Company (FSMC)(offeror) shall execute this Certificate of Independent Price Determination.

Compass Group USA, Inc. by and through its Chartwells Division	North Reading School Committee
Name of FSMC	Name of School Food Authority

(A) By submission of this offer, the offeror certifies that 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 competition, 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 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 competition.

(B) Each person signing this offer on behalf of the Food Service Management FSMC 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 the offeror's organization responsible with 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 (FSMC), 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 described on the attached sheet (if applicable).

Compass Group USA, Inc., by and through its Chartwells Division	A Z Shaffer — Amy Shaffer, CEO, Chartwells K12	2/20/2024
Name of FSMC	Title and Signature of FSMC Authorized Representative	Date

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

North Reading School Committee	Michael Connelly — Finance Director	6/10/2024
Name of SFA	Title and Signature of SFA Authorized Representative	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 School Food Authority (SFA) and Food Service Management Company (FSMC)(offeror) shall execute this Certificate.

NAME OF FOOD SERVICE MANAGEMENT COMPANY: Compass Group USA, Inc. by and through its Chartwells Division
NAME OF SCHOOL FOOD AUTHORITY: North Reading School Committee

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 subcontract, including this paragraph.
E. 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, as amended (33 U.S.C. 1251 et seq., as amended 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(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) 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 (33 U.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 FSMC.

A L Shaffer	Amy Shaffer, CEO, Chartwells K12	2/20/2024
Signature of Food Service Management Company's Authorized Representative	Title	Date
Michael Connelly	Finance Director	6/10/2024
Signature of School Food Authority's Authorized Representative	Title	Date

Energy Policy and Conservation Act

The Food Service Management Company (FSMC) and the School Food Authority (SFA) agree to comply with the Energy Policy and Conservation Act (P.L 94-163) as amended through P.L. 114-255 (enacted December 13, 2016) for the duration of the contract year. An addendum agreeing to comply with this policy and act must be renewed with each renewal amendment.

Compass Group USA, Inc. by and through its Chartwells Division	North Reading School Committee
FSMC	SFA
A L Shaffer	Michael Connelly
Authorized Signature	Authorized Signature
Amy Shaffer, CEO, Chartwells K12	Assistant Superintendent of Finance
Title	Title
2/20/2024	6/10/2024
Date	Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

SFAs are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2CFR 200.214 by doing any one of the following:

- Checking the Excluded Parties List found at the System for Award Management www.SAM.gov;
- Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;
- Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed $25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;
- Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-866-705-5711 or visit their website at https://eupdate.dnb.com/requestoptions.asp. There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 2CFR 200.214 Suspension and Debarment. The regulations were published as Part III of the December 26, 2013, Federal Register (pages 78590-78691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

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

Organization Name

PR/Award Number or Project Name

Amy Shaffer, CEO, Chartwells K12

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

A L Shaffer

Signature(s)

2/20/2024

Date

Foreign Corporation Certificate of Registration
(M.G.L. chapter 156D, Section 15.03; 950 CMR 113.48)

Foreign Corporation Certificate of Registration

William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

January 27, 1997

TO WHOM IT MAY CONCERN:

I hereby certify that the records of this office show that

Compass Group USA, Inc.

a corporation organized under the laws of Delaware

on May 19, 1994 was qualified to do business in

this Commonwealth on May 20, 1996 under the

provisions of Massachusetts General Laws Chapter 181, section 4, and I further certify that said corporation is still qualified to do business in this Commonwealth.

I also certify that said corporation is not delinquent in the filing of any Annual Reports required to date.

nm

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

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 tile 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 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.

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

2400 Yorkmont Road, Charlotte, NC 28217
Address

Amy Shaffer
Name of Submitting Official

CEO, Chartwells K12
Title of Submitting Official

A L Shaffer
Signature

2/20/2024
Date

NOT APPLICABLE

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (see reverse for public burden disclosure) Approved by OMB 0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change **For material change only:** Year _____ quarter_____ Date of last report: _____

4. Name and Address of Reporting Entity:
_____ Prime _____Sub-awardee Tier _____, if known:
Name: _____
Street 1: _____ Street 2: _____
City: _____ State: _____ Zip Code: _____
Congressional District, if known: _____

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:
Name: _____
Street 1: _____ Street 2: _____
City: _____ State: _____ Zip Code: _____
Congressional District, if known: _____

6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *if applicable*: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $ _____

10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI);
Prefix: _____ Last Name: _____ First Name: _____ MI: _____
Company Name: _____
Street 1: _____ Street 2: _____
City: _____ State: _____ Zip code: _____

10. b. Individuals Performing Services (including address if different from No. 10a) last name, first name, MI):
Prefix: _____ Last Name: _____ First Name: _____ MI: _____
Company Name: _____
Street 1: _____ Street 2: _____
City: _____ State: _____ Zip code: _____

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: A L Shaffer Print Name: Amy Shaffer Title: CEO, Chartwells K12 Telephone No.: 704-328-4000 Date: 2/20/2024
Federal Use Only	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

USI Insurance Services
6100 Fairview Drive
Suite 1400
Charlotte, NC 28210
www.usi.com
Tel: 704.543.0258

March 6, 2024

North Reading Public School District
189 Park Street
North Reading, MA 01864

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

Dear Sir or Madam:

We are writing to you at the request of **Compass Group USA, Inc. by and through its Chartwells Dining Division,** this principal has or is about to submit a proposal for Bid for:

Food Service Management

If a contract for this work is awarded to **Compass Group USA, Inc. by and through its Chartwells Dining Division,** the **Travelers Casualty and Surety Company of America,** a surety licensed to conduct business in **MA** has agreed to act as surety on the bond as specified in the bid proposal.

Please let us know if you need anything further in this regard.

Sincerely,

Angela D. Ramsey
Attorney-In-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ANGELA D RAMSEY** of **CHARLOTTE**, **North Carolina**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

HARTFORD, CONN. | HARTFORD, CONN. | CORPORATE SEAL

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P. NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of March, 2024.

HARTFORD, CONN. | HARTFORD, CONN. | CORPORATE SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

North Reading Public Schools Food Service RFP Exhibit A

School	Address	Current Enrollment	Projected Enrollment	Attendance Factor	Free and Reduced Lunch %	Lunch 1 Time	Lunch 2 Time	Lunch 3 Time	Lunch Location	Breakfast Program	Location
Batchelder Elementary	175 Park Street	452	466	94.50%	8.40%	10:45 - 11:30 (K @ 10:45-11:15; Grade 1 @ 11:00-11:30 a.m)	11:45 - 12:15 (2-3)	12:30 - 1:00 (Gr. 4-5)	Cafeteria	7:15 - 7:45	Cafe
Hood Elementary	298 Haverhill Street	410	432	94%	13.80%	10:45-11:15 (Gr. K/2)	11:35:00-12:05 (Gr. 4/5)	12:25:00-12:55 (Gr. 1/3)	Cafeteria	7:15 - 7:45	Cafe
Little Elementary	7 Barberry Roac	294	319	95.9%%	14.90%	11:00-11:30 (Gr. K/1)	11:45-12:15 (Gr. 2/3)	12:30-1:00 (Gr. 4/5)	Cafeteria	7:15 - 7:45	Cafe
Middle School	189 Park Street	543	500	95.70%	12.60%	11:59-12:27	12:50 - 1:18	N/A	Cafeteria	7:45 - 8:25	Main Street/Cafe
High School	189 Park Street	618	651	94.40%	12.50%	12:36 – 12:55	12:57 – 1:15	1:19 – 1:38	Cafeteria	7:45 - 8:25	Main Street/Cafe
	Total	**2,317.00**	**2,368**	**95%**	**12.20%**						

North Reading Public Schools
Food Service RFP Exhibit B
Reimbursement Claims

09-217 North Reading

*Claim DEC-2023 Claim 1, Rev 0 (APPROVED)

Sponsor Claim

District Level Claim

1. General Information

District Name	North Reading Public Schools	Claim Month/Year	DEC-2023 Claim 1, Rev 0
Mailing Address	189 Park Street Middle School / High School Campus North Reading, MA 01864	Status	APPROVED
Phone	978-664-7810		
Remarks			

Number of Approved Applications on File:

Program	Free	Reduced	Total
Lunch	243	36	279
Breakfast	243	36	279
Special Milk			
After School All Free	0		0
After School Other	0	0	0

Summary Information By Program:

School Lunch and Breakfast

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	5	2315	15	2138	1387	0.00	0.00
Breakfast	5	2315	16	2138	43	0.00	0.00
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

Special Milk

Cost of Milk		Total Served	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per	0.0000		

Meal Counts:

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	130	15	536	0	0	
Lunch	2432	281	18098			
After School Snack	0	0	0			0

Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	681	Average Cost:	0.0000

☐ Not Claiming

09-217 North Reading

*Claim NOV-2023 Claim 1, Rev 0 (PAID)

Sponsor Claim

District Level Claim

1. General Information

District Name	North Reading Public Schools	Claim Month/Year	NOV-2023 Claim 1, Rev 0
Mailing Address	189 Park Street Middle School / High School Campus North Reading, MA 01864	Status	PAID
Phone	978-664-7810		
Remarks			

Number of Approved Applications on File:

Program	Free	Reduced	Total
Lunch	244	36	280
Breakfast	244	36	280
Special Milk			
After School All Free	0		0
After School Other	0	0	0

Summary Information By Program:

School Lunch and Breakfast

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	5	2315	18	2200	1352	0.00	0.00
Breakfast	5	2315	19	2200	41	0.00	0.00
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

Special Milk

	Cost of Milk		Total Served	
Purchased	0		Free Milk	0
Total Cost	0.00		Paid Milk	0
Cost Per	0.0000			

Meal Counts:

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	109	15	649	0	0	
Lunch	2754	309	21265			
After School Snack	0	0	0			0

Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	773	Average Cost:	0.0000

☐ Not Claiming

North Reading Public Schools
Food Service RFP Exhibit B
Reimbursement Claims

09-217 North Reading

*Claim: OCT-2023 Claim 1, Rev 0 (PAID)

Sponsor Claim

District Level Claim

1. General Information

District Name	North Reading Public Schools	Claim Month/Year	OCT-2023 Claim 1, Rev 0
Mailing Address	189 Park Street Middle School / High School Campus North Reading, MA 01864	Status	PAID
Phone	978-664-7810		
Remarks			

Number of Approved Applications on File:

Program	Free	Reduced	Total
Lunch	237	35	272
Breakfast	237	35	272
Special Milk			
After School All Free	0		0
After School Other	0	0	0

Summary Information By Program:

School Lunch and Breakfast

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	5	2314	19	2157	1503	0.00	0.00
Breakfast	5	2314	20	2157	48	0.00	0.00
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

Special Milk

Cost of Milk		Total Served	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per	0.0000		

Meal Counts:

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	210	20	733	0	0	
Lunch	3375	449	24732			
After School Snack	0	0	0			0

Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	963	Average Cost:	0.0000

☐ Not Claiming

Mass.gov
Massachusetts Department of Elementary & Secondary Education

North Reading Public Schools
Food Service RFP Exhibit B
Reimbursement Claims

State Government · State Services
Application List Security Portal Log Out

09-217 North Reading

*Claim: SEP-2023 Claim 1, Rev 0 (PAID)

Sponsor Claim

District Level Claim

1. General Information

District Name	North Reading Public Schools	Claim Month/Year	SEP-2023 Claim 1, Rev 0
Mailing Address	189 Park Street Middle School / High School Campus North Reading, MA 01864	Status	PAID
Phone	978-664-7810		
Remarks			

Number of Approved Applications on File:

Program	Free	Reduced	Total
Lunch	255	42	297
Breakfast	255	42	297
Special Milk			
After School All Free	0		0
After School Other	0	0	0

Summary Information By Program:

School Lunch and Breakfast

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	5	2318	17	2230	1440	0.00	0.00
Breakfast	5	2318	17	2230	33	0.00	0.00
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

Special Milk

Cost of Milk		Total Served	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per	0.0000		

Meal Counts:

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	149	11	408	0	0	
Lunch	2897	399	21184			
After School Snack	0	0	0			0

Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	568	Average Cost:	0.0000

☐ Not Claiming

Massachusetts Department of Elementary & Secondary Education
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North Reading Public Schools
Food Service RFP Exhibit B
Reimbursement Claims

09-217 North Reading

*Claim JUN-2023 Claim 1, Rev 0 (PAID)

Sponsor Claim

District Level Claim

1. General Information

District Name	North Reading Public Schools	Claim Month/Year	JUN-2023 Claim 1, Rev 0
Mailing Address	189 Park Street Middle School / High School Campus North Reading, MA 01864	Status	PAID
Phone	978-664-7810		
Remarks			

Number of Approved Applications on File:

Program	Free	Reduced	Total
Lunch	325	34	359
Breakfast	325	34	359
Special Milk			
After School All Free	0		0
After School Other	0	0	0

Summary Information By Program:

School Lunch and Breakfast

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	5	2331	13	2212	1188	0.00	0.00
Breakfast	5	2331	13	2212	37	0.00	0.00
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

Special Milk

Cost of Milk		Total Served	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per	0.0000		

Meal Counts:

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	137	7	342	0	0	
Lunch	2029	245	13165			
After School Snack	0	0	0			0

Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	486	Average Cost:	0.0000

☐ Not Claiming

North Reading Public Schools
Food Service RFP Exhibit B
Reimbursement Claims

09-217 North Reading

*Claim: MAY-2023 Claim 1, Rev 0 (PAID)

Sponsor Claim

District Level Claim

1. General Information

District Name	North Reading Public Schools	Claim Month/Year	MAY-2023 Claim 1, Rev 0
Mailing Address	189 Park Street Middle School / High School Campus North Reading, MA 01864	Status	PAID
Phone	978-664-7810		
Remarks			

Number of Approved Applications on File:

Program	Free	Reduced	Total
Lunch	325	34	359
Breakfast	325	34	359
Special Milk			
After School All Free	0		0
After School Other	166	16	182

Summary Information By Program:

School Lunch and Breakfast

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	5	2331	21	2212	1440	0.00	0.00
Breakfast	5	2331	21	2212	44	0.00	0.00
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	3	1148	21	1098	280	0.00	

Special Milk

Cost of Milk		Total Served	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per	0.0000		

Meal Counts:

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	223	16	675	0	0	
Lunch	3961	435	25851			
After School Snack	0	0	5880			0

Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	914	Average Cost:	0.0000

☐ Not Claiming

09-217 North Reading

*Claim APR-2023 Claim 1, Rev 0 (PAID)

Sponsor Claim

District Level Claim

1. General Information

District Name	North Reading Public Schools	Claim Month/Year	APR-2023 Claim 1, Rev 0
Mailing Address	189 Park Street Middle School / High School Campus North Reading, MA 01864	Status	PAID
Phone	978-664-7810		
Remarks			

Number of Approved Applications on File:

Program	Free	Reduced	Total
Lunch	291	35	326
Breakfast	291	35	326
Special Milk			
After School All Free	0		0
After School Other	132	17	149

Summary Information By Program:

School Lunch and Breakfast

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	5	2326	14	2172	1430	0.00	0.00
Breakfast	5	2326	14	2172	43	0.00	0.00
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	3	1144	14	1062	280	0.00	

Special Milk

Cost of Milk		Total Served	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per	0.0000		

Meal Counts:

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	119	16	468	0	0	
Lunch	2593	296	17125			
After School Snack	0	0	3920			0

Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	603	Average Cost:	0.0000

☐ Not Claiming

Mass.gov
Massachusetts Department of Elementary & Secondary Education

North Reading Public Schools
Food Service RFP Exhibit B
Reimbursement Claims

State Government · State Services
Application List Security Portal Log Out

09-217 North Reading

*Claim MAR-2023 Claim 1, Rev 0 (PAID)

Sponsor Claim

District Level Claim

1. General Information

District Name	North Reading Public Schools	Claim Month/Year	MAR-2023 Claim 1, Rev 0
Mailing Address	189 Park Street Middle School / High School Campus North Reading, MA 01864	Status	PAID
Phone	978-664-7810		
Remarks			

Number of Approved Applications on File:

Program	Free	Reduced	Total
Lunch	291	35	326
Breakfast	291	35	326
Special Milk			
After School All Free	0		0
After School Other	132	17	149

Summary Information By Program:

School Lunch and Breakfast

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	5	2326	23	2172	1334	0.00	0.00
Breakfast	5	2326	23	2172	48	0.00	0.00
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	3	1144	23	1062	277	0.00	

Special Milk

Cost of Milk		Total Served	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per	0.0000		

Meal Counts:

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	242	19	847	0	0	
Lunch	4027	446	26202			
After School Snack	0	0	6360			0

Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	1108	Average Cost:	0.0000

☐ Not Claiming

Massachusetts Department of Elementary & Secondary Education
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09-217 North Reading

*Claim FEB-2023 Claim 1, Rev 0 (PAID)

Sponsor Claim

District Level Claim

1. General Information

District Name	North Reading Public Schools	Claim Month/Year	FEB-2023 Claim 1, Rev 0
Mailing Address	189 Park Street Middle School / High School Campus North Reading, MA 01864	Status	PAID
Phone	978-664-7810		
Remarks			

Number of Approved Applications on File:

Program	Free	Reduced	Total
Lunch	286	39	325
Breakfast	286	39	325
Special Milk			
After School All Free	0		0
After School Other	127	21	148

Summary Information By Program:

School Lunch and Breakfast

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	5	2330	14	2199	1447	0.00	0.00
Breakfast	5	2330	14	2199	55	0.00	0.00
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	3	1153	14	1094	280	0.00	

Special Milk

Cost of Milk		Total Served	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per	0.0000		

Meal Counts:

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	156	4	603	0	0	
Lunch	2590	269	17394			
After School Snack	0	0	3920			0

Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	763	Average Cost:	0.0000

☐ Not Claiming

North Reading Public Schools
Food Service RFP Exhibit B
Reimbursement Claims

09-217 North Reading

*Claim JAN-2023 Claim 1, Rev 0 (PAID)

Sponsor Claim

District Level Claim

1. General Information

District Name	North Reading Public Schools	Claim Month/Year	JAN-2023 Claim 1, Rev 0
Mailing Address	189 Park Street Middle School / High School Campus North Reading, MA 01864	Status	PAID
Phone	978-664-7810		
Remarks			

Number of Approved Applications on File:

Program	Free	Reduced	Total
Lunch	269	34	303
Breakfast	269	34	303
Special Milk			
After School All Free	0		0
After School Other	122	16	138

Summary Information By Program:

School Lunch and Breakfast

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	5	2350	20	2173	1313	0.00	0.00
Breakfast	5	2350	20	2173	47	0.00	0.00
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	3	1148	20	1055	280	0.00	

Special Milk

Cost of Milk		Total Served	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per	0.0000		

Meal Counts:

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	168	1	766	0	0	
Lunch	3297	338	22633			
After School Snack	0	0	5600			0

Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	935	Average Cost:	0.0000

☐ Not Claiming

North Reading Public Schools-Food Service RFP Exhibit C

Meal Counts By School

Site Report

Massachusetts Department Of Elementary and Secondary Education
Supplement to Claim for Reimbursement
National School Lunch, Breakfast, Milk and Snacks Programs

Claim DEC-2023 Claim 1, Rev 0 (APPROVED)

☑ I have reviewed the number of meals entered and confirm them to be accurate.
Reviewed By: Kate Filteau, Date: 01/08/2024 11:40:13 AM

Sponsor: *North Reading* Agreement Number: *09-217* Claim Month and Year: *December 2023*

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Number of Apps		Lunches Served to Students				Breakfasts Served to Students					After School Snacks Served to Students					Special Milk			Reimb Amt (State)	Status
			Lun.	Brk.	Snk.	Free	Redu.	Free	Redu.	Paid	Total	Free	Redu.	Paid	Total	Sev. Need Brk.	Free	Redu.	Paid	Total	All Free	Free	Paid	Total		
217-003 E.E. LITTLE ELEMENTARY SCHOOL	294	273	13	16	0	37	5	351	30	2,321	2,702	25	5	49	79	N	0	0	0	0	N	0	0	0	2,837.33 (135.10)	DONE
217-010 J TURNER HOOD	389	366	13	16	0	44	12	354	76	2,744	3,174	3	0	15	18	N	0	0	0	0	N	0	0	0	3,161.16 (158.70)	DONE
217-005 L D BATCHELDER	450	425	13	16	0	30	0	316	0	3,905	4,221	0	0	56	56	N	0	0	0	0	N	0	0	0	3,263.96 (211.05)	DONE
217-505 NORTH READING HIGH School	615	565	15	16	0	72	8	661	67	4,244	4,972	75	3	207	285	N	0	0	0	0	N	0	0	0	5,418.16 (248.60)	DONE
217-405 NORTH READING MIDDLE SCHOOL	567	509	15	16	0	60	11	750	108	4,884	5,742	27	7	209	243	N	0	0	0	0	N	0	0	0	6,171.10 (287.10)	DONE
TOTALS**	2,315	2,138	15	16	0	243	36	2,432	281	18,098	20,811	130	15	536	681		0	0	0	0		0	0	0	20,851.71 (1,040.55)	

**Reimbursement amounts may differ due to rounding.

Errors or No Claims

[1] Provision 2 Breakfast Only [2] Provision 2 Lunch Only [3] Provision 2 Breakfast and Lunch [4] Community Eligibility Provision

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North Reading Public Schools-Food Service RFP Exhibit C

Meal Counts By School

Site Report

Massachusetts Department Of Elementary and Secondary Education
Supplement to Claim for Reimbursement
National School Lunch, Breakfast, Milk and Snacks Programs

Claim NOV-2023 Claim 1, Rev 0 (PAID)

☑ I have reviewed the number of meals entered and confirm them to be accurate.
Reviewed By: Kate Filteau, Date: 12/07/2023 12:16:06 PM

Sponsor: *North Reading* Agreement Number: *09-217* Claim Month and Year: *November 2023*

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Number of Apps		Lunches Served to Students				Breakfasts Served to Students					After School Snacks Served to Students					Special Milk			Reimb Amt (State)	Status
			Lun.	Brk.	Snk.	Free	Redu.	Free	Redu.	Paid	Total	Free	Redu.	Paid	Total	Sev. Need Brk.	Free	Redu.	Paid	Total	All Free	Free	Paid	Total		
217-003 E.E. LITTLE ELEMENTARY SCHOOL	294	282	18	19	0	38	5	121	10	711	842	8	0	16	24	N	0	0	0	0	N	0	0	0	928.83 (42.10)	DONE
217-010 J TURNER HOOD	390	366	18	19	0	44	12	528	84	3,902	4,514	0	0	26	26	N	0	0	0	0	N	0	0	0	4,499.20 (225.70)	DONE
217-005 L D BATCHELDER	450	429	18	19	0	30	0	380	0	5,392	5,772	0	0	62	62	N	0	0	0	0	N	0	0	0	4,257.12 (288.60)	DONE
217-505 NORTH READING HIGH School	615	581	18	19	0	72	8	833	77	5,254	6,164	78	8	271	357	N	0	0	0	0	N	0	0	0	6,728.08 (308.20)	DONE
217-405 NORTH READING MIDDLE SCHOOL	566	542	18	19	0	60	11	892	138	6,006	7,036	23	7	274	304	N	0	0	0	0	N	0	0	0	7,458.00 (351.80)	DONE
TOTALS**	2,315	2,200	18	19	0	244	36	2,754	309	21,265	24,328	109	15	649	773		0	0	0	0		0	0	0	23,871.23 (1,216.40)	

**Reimbursement amounts may differ due to rounding.

Errors or No Claims

[1] Provision 2 Breakfast Only [2] Provision 2 Lunch Only [3] Provision 2 Breakfast and Lunch [4] Community Eligibility Provision

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North Reading Public Schools-Food Service RFP Exhibit C

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Site Report

Massachusetts Department Of Elementary and Secondary Education
Supplement to Claim for Reimbursement
National School Lunch, Breakfast, Milk and Snacks Programs

Claim: OCT-2023 Claim 1, Rev 0 (PAID)

☑ I have reviewed the number of meals entered and confirm them to be accurate.
Reviewed By: Kate Filteau, Date: 11/06/2023 11:59:51 AM

Sponsor: *North Reading* Agreement Number: *09-217* Claim Month and Year: *October 2023*

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Number of Apps		Lunches Served to Students				Breakfasts Served to Students					After School Snacks Served to Students					Special Milk			Reimb Amt (State)	Status
			Lun.	Brk.	Snk.	Free	Redu.	Free	Redu.	Paid	Total	Free	Redu.	Paid	Total	Sev. Need Brk.	Free	Redu.	Paid	Total	All Free	Free	Paid	Total		
217-003 E.E. LITTLE ELEMENTARY SCHOOL	294	284	19	20	0	36	5	505	60	3,316	3,881	40	1	79	120	N	0	0	0	0	N	0	0	0	4,137.33 (194.05)	DONE
217-010 J TURNER HOOD	414	404	19	20	0	44	10	516	109	4,005	4,630	0	0	26	26	N	0	0	0	0	N	0	0	0	4,594.93 (231.50)	DONE
217-005 L D BATCHELDER	450	439	19	20	0	26	1	361	10	5,797	6,168	0	0	75	75	N	0	0	0	0	N	0	0	0	4,413.49 (308.40)	DONE
217-505 NORTH READING HIGH School	613	600	19	20	0	70	8	948	119	5,414	6,481	128	8	301	437	N	0	0	0	0	N	0	0	0	7,593.29 (324.05)	DONE
217-405 NORTH READING MIDDLE SCHOOL	543	430	19	20	0	61	11	1,045	151	6,200	7,396	42	11	252	305	N	0	0	0	0	N	0	0	0	8,307.58 (369.80)	DONE
TOTALS**	2,314	2,157	19	20	0	237	35	3,375	449	24,732	28,556	210	20	733	963		0	0	0	0		0	0	0	29,046.62 (1,427.80)	

**Reimbursement amounts may differ due to rounding.

Errors or No Claims

[1] Provision 2 Breakfast Only [2] Provision 2 Lunch Only [3] Provision 2 Breakfast and Lunch [4] Community Eligibility Provision

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Massachusetts Department Of Elementary and Secondary Education
Supplement to Claim for Reimbursement
National School Lunch, Breakfast, Milk and Snacks Programs

Claim SEP-2023 Claim 1, Rev 0 (PAID)

☑ I have reviewed the number of meals entered and confirm them to be accurate.
Reviewed By: Kate Filteau, Date: 10/03/2023 12:33:49 PM

Sponsor: *North Reading* Agreement Number: *09-217* Claim Month and Year: *September 2023*

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Number of Apps		Lunches Served to Students				Breakfasts Served to Students					After School Snacks Served to Students					Special Milk			Reimb Amt (State)	Status
			Lun.	Brk.	Snk.	Free	Redu.	Free	Redu.	Paid	Total	Free	Redu.	Paid	Total	Sev. Need Brk.	Free	Redu.	Paid	Total	All Free	Free	Paid	Total		
217-003 E.E. LITTLE ELEMENTARY SCHOOL	295	287	17	17	0	39	6	412	52	2,748	3,212	40	3	67	110	N	0	0	0	0	N	0	0	0	3,429.96 (160.60)	DONE
217-010 J TURNER HOOD	386	373	17	17	0	43	12	438	123	3,515	4,076	4	0	14	18	N	0	0	0	0	N	0	0	0	4,081.57 (203.80)	DONE
217-005 L D BATCHELDER	454	444	17	17	0	27	1	325	13	4,940	5,278	7	0	56	63	N	0	0	0	0	N	0	0	0	3,866.78 (263.90)	DONE
217-505 NORTH READING HIGH School	619	599	17	17	0	80	11	802	106	4,496	5,404	70	2	174	246	N	0	0	0	0	N	0	0	0	6,277.00 (270.20)	DONE
217-405 NORTH READING MIDDLE SCHOOL	564	527	17	17	0	66	12	920	105	5,485	6,510	28	6	97	131	N	0	0	0	0	N	0	0	0	7,141.63 (325.50)	DONE
TOTALS**	2,318	2,230	17	17	0	255	42	2,897	399	21,184	24,480	149	11	408	568		0	0	0	0		0	0	0	24,796.94 (1,224.00)	

**Reimbursement amounts may differ due to rounding.

Errors or No Claims

[1] Provision 2 Breakfast Only [2] Provision 2 Lunch Only [3] Provision 2 Breakfast and Lunch [4] Community Eligibility Provision

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Massachusetts Department Of Elementary and Secondary Education
Supplement to Claim for Reimbursement
National School Lunch, Breakfast, Milk and Snacks Programs

Claim JUN-2023 Claim 1, Rev 0 (PAID)

☑ I have reviewed the number of meals entered and confirm them to be accurate.
Reviewed By: Anna McGovern, Date: 06/26/2023 11:04:26 AM

Sponsor: *North Reading* Agreement Number: *09-217* Claim Month and Year: *June 2023*

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Number of Apps		Lunches Served to Students				Breakfasts Served to Students					After School Snacks Served to Students					Special Milk			Reimb Amt (State)	Status
			Lun.	Brk.	Snk.	Free	Redu.	Free	Redu.	Paid	Total	Free	Redu.	Paid	Total	Sev. Need Brk.	Free	Redu.	Paid	Total	All Free	Free	Paid	Total		
217-003 E.E. LITTLE ELEMENTARY SCHOOL	330	317	13	13	0	56	5	457	35	2,265	2,757	25	0	40	65	N	0	0	0	0	N	0	0	0	4,157.47 (151.64)	DONE
217-010 J TURNER HOOD	354	341	13	13	0	76	9	376	83	2,543	3,002	0	0	35	35	N	0	0	0	0	N	0	0	0	4,170.04 (165.11)	DONE
217-005 L D BATCHELDER	464	440	13	13	0	34	2	262	16	3,376	3,654	1	0	42	43	N	0	0	0	0	N	0	0	0	4,112.44 (200.97)	DONE
217-505 NORTH READING HIGH School	642	600	13	13	0	83	9	338	45	1,794	2,177	92	0	142	234	N	0	0	0	0	N	0	0	0	3,474.85 (119.74)	DONE
217-405 NORTH READING MIDDLE SCHOOL	541	514	13	13	0	76	9	596	66	3,187	3,849	19	7	83	109	N	0	0	0	0	N	0	0	0	5,700.13 (211.70)	DONE
Additional Sponsor Reimbursement																									0.00 (-0.01)	
TOTALS**	2,331	2,212	13	13	0	325	34	2,029	245	13,165	15,439	137	7	342	486		0	0	0	0		0	0	0	21,614.93 (849.15)	

**Reimbursement amounts may differ due to rounding.

Errors or No Claims

[1] Provision 2 Breakfast Only [2] Provision 2 Lunch Only [3] Provision 2 Breakfast and Lunch [4] Community Eligibility Provision

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Massachusetts Department Of Elementary and Secondary Education
Supplement to Claim for Reimbursement
National School Lunch, Breakfast, Milk and Snacks Programs

Claim MAY-2023 Claim 1, Rev 0 (PAID)

☑ I have reviewed the number of meals entered and confirm them to be accurate.
Reviewed By: Anna McGovern, Date: 06/07/2023 12:37:04 PM

Sponsor: *North Reading* Agreement Number: *09-217* Claim Month and Year: *May 2023*

Site # and Name	Enroll ment	Avg Daily Att.	Operating Days			Number of Apps		Lunches Served to Students				Breakfasts Served to Students					After School Snacks Served to Students					Special Milk			Reimb Amt (State)	Status
			Lun.	Brk.	Snk.	Free	Redu.	Free	Redu.	Paid	Total	Free	Redu.	Paid	Total	Sev. Need Brk.	Free	Redu.	Paid	Total	All Free	Free	Paid	Total		
217-003 E.E. LITTLE ELEMENTARY SCHOOL	330	317	21	21	21	56	5	737	61	3,913	4,711	43	0	53	96	N	0	0	1,680	1,680	N	0	0	0	7,095.71 (259.11)	DONE
217-010 J TURNER HOOD	354	341	21	21	21	76	9	619	127	3,999	4,745	0	0	38	38	N	0	0	2,100	2,100	N	0	0	0	6,846.21 (260.98)	DONE
217-005 L D BATCHELDER	464	440	21	21	21	34	2	457	27	6,151	6,635	0	0	82	82	N	0	0	2,100	2,100	N	0	0	0	7,581.99 (364.93)	DONE
217-505 NORTH READING HIGH School	642	600	21	21	0	83	9	1,063	94	5,726	6,883	155	4	348	507	N	0	0	0	0	N	0	0	0	10,464.01 (378.57)	DONE
217-405 NORTH READING MIDDLE SCHOOL	541	514	21	21	0	76	9	1,085	126	6,062	7,273	25	12	154	191	N	0	0	0	0	N	0	0	0	10,599.83 (400.02)	DONE
Additional Sponsor Reimbursement																									0.00 (-0.02)	
TOTALS**	2,331	2,212	21	21	21	325	34	3,961	435	25,851	30,247	223	16	675	914		0	0	5,880	5,880		0	0	0	42,587.75 (1,663.59)	

**Reimbursement amounts may differ due to rounding.

Errors or No Claims

[1] Provision 2 Breakfast Only [2] Provision 2 Lunch Only [3] Provision 2 Breakfast and Lunch [4] Community Eligibility Provision

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National School Lunch, Breakfast, Milk and Snacks Programs

Claim APR-2023 Claim 1, Rev 0 (PAID)

☑ I have reviewed the number of meals entered and confirm them to be accurate.
Reviewed By: Anna McGovern, Date: 05/05/2023 11:46:43 AM

Sponsor: *North Reading* Agreement Number: *09-217* Claim Month and Year: *April 2023*

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Number of Apps		Lunches Served to Students				Breakfasts Served to Students					After School Snacks Served to Students					Special Milk			Reimb Amt (State)	Status
			Lun.	Brk.	Snk.	Free	Redu.	Free	Redu.	Paid	Total	Free	Redu.	Paid	Total	Sev. Need Brk.	Free	Redu.	Paid	Total	All Free	Free	Paid	Total		
217-003 E.E. LITTLE ELEMENTARY SCHOOL	329	311	14	14	14	53	5	490	41	2,572	3,103	28	0	66	94	N	0	0	1,120	1,120	N	0	0	0	4,708.59 (170.67)	DONE
217-010 J TURNER HOOD	351	311	14	14	14	47	10	426	94	2,750	3,270	0	0	18	18	N	0	0	1,400	1,400	N	0	0	0	4,728.10 (179.85)	DONE
217-005 L D BATCHELDER	464	440	14	14	14	32	2	315	20	4,269	4,604	0	0	68	68	N	0	0	1,400	1,400	N	0	0	0	5,258.00 (253.22)	DONE
217-505 NORTH READING HIGH School	641	596	14	14	0	80	9	683	61	3,602	4,346	75	6	201	282	N	0	0	0	0	N	0	0	0	6,600.10 (239.03)	DONE
217-405 NORTH READING MIDDLE SCHOOL	541	514	14	14	0	79	9	679	80	3,932	4,691	16	10	115	141	N	0	0	0	0	N	0	0	0	6,770.65 (258.01)	DONE
Additional Sponsor Reimbursement																									0.00 (-0.01)	
TOTALS**	2,326	2,172	14	14	14	291	35	2,593	296	17,125	20,014	119	16	468	603		0	0	3,920	3,920		0	0	0	28,065.44 (1,100.77)	

**Reimbursement amounts may differ due to rounding.

Errors or No Claims

[1] Provision 2 Breakfast Only [2] Provision 2 Lunch Only [3] Provision 2 Breakfast and Lunch [4] Community Eligibility Provision

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Massachusetts Department Of Elementary and Secondary Education
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National School Lunch, Breakfast, Milk and Snacks Programs

Claim: MAR-2023 Claim 1, Rev 0 (PAID)

☑ I have reviewed the number of meals entered and confirm them to be accurate.
Reviewed By: Anna McGovern, Date: 04/10/2023 04:08:19 PM

Sponsor: *North Reading* Agreement Number: *09-217* Claim Month and Year: *March 2023*

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Number of Apps		Lunches Served to Students				Breakfasts Served to Students					After School Snacks Served to Students					Special Milk			Reimb Amt (State)	Status
			Lun.	Brk.	Snk.	Free	Redu.	Free	Redu.	Paid	Total	Free	Redu.	Paid	Total	Sev. Need Brk.	Free	Redu.	Paid	Total	All Free	Free	Paid	Total		
217-003 E.E. LITTLE ELEMENTARY SCHOOL	329	311	23	23	23	53	5	802	57	4,035	4,894	44	0	62	106	N	0	0	1,760	1,760	N	0	0	0	7,483.98 (269.17)	DONE
217-010 J TURNER HOOD	351	311	23	23	23	47	10	681	143	4,255	5,079	0	0	57	57	N	0	0	2,300	2,300	N	0	0	0	7,428.89 (279.35)	DONE
217-005 L D BATCHELDER	464	440	23	23	23	32	2	465	30	6,416	6,911	2	0	130	132	N	0	0	2,300	2,300	N	0	0	0	7,901.07 (380.11)	DONE
217-505 NORTH READING HIGH School	641	596	23	23	0	80	9	1,067	101	5,596	6,764	149	1	347	497	N	0	0	0	0	N	0	0	0	10,379.28 (372.02)	DONE
217-405 NORTH READING MIDDLE SCHOOL	541	514	23	23	0	79	9	1,012	115	5,900	7,027	47	18	251	316	N	0	0	0	0	N	0	0	0	10,206.07 (386.49)	DONE
Additional Sponsor Reimbursement																									0.00 (-0.01)	
TOTALS**	2,326	2,172	23	23	23	291	35	4,027	446	26,202	30,675	242	19	847	1,108		0	0	6,360	6,360		0	0	0	43,399.29 (1,687.13)	

**Reimbursement amounts may differ due to rounding.

Errors or No Claims

[1] Provision 2 Breakfast Only [2] Provision 2 Lunch Only [3] Provision 2 Breakfast and Lunch [4] Community Eligibility Provision

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Massachusetts Department Of Elementary and Secondary Education
Supplement to Claim for Reimbursement
National School Lunch, Breakfast, Milk and Snacks Programs

Claim FEB-2023 Claim 1, Rev 0 (PAID)

☑ I have reviewed the number of meals entered and confirm them to be accurate.
Reviewed By: Anna McGovern, Date: 03/06/2023 10:48:15 AM

Sponsor: *North Reading* Agreement Number: *09-217* Claim Month and Year: *February 2023*

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Number of Apps		Lunches Served to Students				Breakfasts Served to Students					After School Snacks Served to Students					Special Milk			Reimb Amt (State)	Status
			Lun.	Brk.	Snk.	Free	Redu.	Free	Redu.	Paid	Total	Free	Redu.	Paid	Total	Sev. Need Brk.	Free	Redu.	Paid	Total	All Free	Free	Paid	Total		
217-003 E.E. LITTLE ELEMENTARY SCHOOL	327	307	14	14	14	52	5	448	30	2,608	3,086	28	0	58	86	N	0	0	1,120	1,120	N	0	0	0	4,505.86 (169.73)	DONE
217-010 J TURNER HOOD	363	347	14	14	14	43	10	435	45	2,822	3,302	0	0	35	35	N	0	0	1,400	1,400	N	0	0	0	4,641.00 (181.61)	DONE
217-005 L D BATCHELDER	463	440	14	14	14	32	6	293	32	4,222	4,547	7	0	76	83	N	0	0	1,400	1,400	N	0	0	0	5,188.97 (250.09)	DONE
217-505 NORTH READING HIGH School	637	590	14	14	0	80	9	701	80	3,759	4,540	77	4	238	319	N	0	0	0	0	N	0	0	0	6,908.22 (249.70)	DONE
217-405 NORTH READING MIDDLE SCHOOL	540	515	14	14	0	79	9	713	82	3,983	4,778	44	0	196	240	N	0	0	0	0	N	0	0	0	7,056.14 (262.79)	DONE
TOTALS**	2,330	2,199	14	14	14	286	39	2,590	269	17,394	20,253	156	4	603	763		0	0	3,920	3,920		0	0	0	28,300.19 (1,113.92)	

**Reimbursement amounts may differ due to rounding.

Errors or No Claims

[1] Provision 2 Breakfast Only [2] Provision 2 Lunch Only [3] Provision 2 Breakfast and Lunch [4] Community Eligibility Provision

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Massachusetts Department Of Elementary and Secondary Education
Supplement to Claim for Reimbursement
National School Lunch, Breakfast, Milk and Snacks Programs

Claim JAN-2023 Claim 1, Rev 0 (PAID)

☑ I have reviewed the number of meals entered and confirm them to be accurate.
Reviewed By: Anna McGovern, Date: 02/08/2023 11:16:01 AM

Sponsor: *North Reading* Agreement Number: *09-217* Claim Month and Year: *January 2023*

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Number of Apps		Lunches Served to Students				Breakfasts Served to Students					After School Snacks Served to Students					Special Milk			Reimb Amt (State)	Status
			Lun.	Brk.	Snk.	Free	Redu.	Free	Redu.	Paid	Total	Free	Redu.	Paid	Total	Sev. Need Brk.	Free	Redu.	Paid	Total	All Free	Free	Paid	Total		
217-003 E.E. LITTLE ELEMENTARY SCHOOL	323	289	20	20	20	45	5	596	43	3,628	4,267	45	0	89	134	N	0	0	1,600	1,600	N	0	0	0	6,174.79 (234.69)	DONE
217-010 J TURNER HOOD	361	345	20	20	20	46	8	610	74	3,744	4,428	2	0	51	53	N	0	0	2,000	2,000	N	0	0	0	6,379.26 (243.54)	DONE
217-005 L D BATCHELDER	464	421	20	20	20	31	3	385	35	5,826	6,246	0	0	100	100	N	0	0	2,000	2,000	N	0	0	0	7,020.30 (343.53)	DONE
217-505 NORTH READING HIGH School	641	586	20	20	0	72	9	822	86	4,436	5,344	70	1	320	391	N	0	0	0	0	N	0	0	0	8,060.64 (293.92)	DONE
217-405 NORTH READING MIDDLE SCHOOL	561	532	20	20	0	75	9	884	100	4,999	5,983	51	0	206	257	N	0	0	0	0	N	0	0	0	8,766.85 (329.07)	DONE
Additional Sponsor Reimbursement																									0.00 (-0.01)	
TOTALS**	2,350	2,173	20	20	20	269	34	3,297	338	22,633	26,268	168	1	766	935		0	0	5,600	5,600		0	0	0	36,401.84 (1,444.74)	

**Reimbursement amounts may differ due to rounding.

Errors or No Claims

[1] Provision 2 Breakfast Only [2] Provision 2 Lunch Only [3] Provision 2 Breakfast and Lunch [4] Community Eligibility Provision

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North Reading Public Schools Food Service RFP-Exhibit D

School	Title	Fund	Object	Fund	L/G/R	Contract Scale	Contract Step	FTE	Estimated Annualized Salary	Serv-Safe Cert	Current Hourly Rate	Weekly Hours	Schedule	Daily Hours	Per Diem	Bi-Week	Contract Days
Batchelder	Food Service Worker	1516	3210	Rev	R	FS-1	5	0.53	$13,988	Y	19.87	20	9:00 to 1:30	4.0	79.48	$666.10	176
Batchelder	Food Service Worker	1516	3210	Rev	R	FS-1	5	0.60	$15,737	Y	19.87	22.5	9:00 to 1:30	4.5	89.42	$749.38	176
Batchelder	Food Service Lead	1516	3210	Rev	R	FS-2	4	0.73	$20,367	Y	21.04	27.5	8:00 to 1:30	5.5	115.72	$969.86	176
High	Cook Manager	1516	3210	Rev	R	FS-4	9	1.07	$35,548	Y	24.55	40	7:00 to 3:00	8.0	196.40	$1,692.76	181
High	Food Service Worker	1516	3210	Rev	R	FS-1	5	0.60	$15,737	Y	19.87	22.5	9:00 to 2:00	4.5	89.42	$749.38	176
High	Food Service Worker	1516	3210	Rev	R	FS-1	9	0.60	$16,973	Y	21.43	22.5	9:30 to 2:00	4.5	96.44	$808.24	176
High	Food Service Worker	1516	3210	Rev	R	FS-1	9	0.60	$16,973	Y	21.43	22.5	9:30 to 2:00	4.5	96.44	$808.24	176
High	Food Service Worker	1516	3210	Rev	R	FS-1	7	0.60	$16,577	Y	20.93	22.5	9:30 to 2:00	4.5	94.19	$789.38	176
Hood	Food Service Worker	1516	3210	Rev	R	FS-1	9	0.67	$18,858	Y	21.43	25.0	9:00 to 2:00	5.0	107.15	$898.00	176
Hood	Food Service Lead	1516	3210	Rev	R	FS-2	9	0.73	$22,956	Y	23.06	27.5	8:30 to 2:00	5.5	126.83	$1,093.14	181
Little	Food Service Worker	1516	3210	Rev	R	FS-1	9	0.67	$18,858	Y	21.43	25.0	9:00 to 2:00	5.0	107.15	$898.00	176
Little	Food Service Lead	1516	3210	Rev	R	FS-2	9	0.73	$22,956	Y	23.06	27.5	8:30 to 2:00	5.5	126.83	$1,093.14	181
Middle	Food Service Worker	1516	3210	Rev	R	FS-1	3	0.60	$14,858	Y	18.76	22.5	9:30 to 2:00	4.5	84.42	$707.52	176
Middle	Food Service Worker	1516	3210	Rev	R	FS-1	4	0.60	$15,317	Y	19.34	22.5	9:30 to 2:00	4.5	87.03	$729.38	176
Middle	Food Service Worker	1516	3210	Rev	R	FS-1	9	0.73	$21,334	Y	21.43	27.5	9:30 to 2:00	5.5	117.87	$1,015.90	181
Middle	Food Service Worker	1516	3210	Rev	R	FS-1	9	0.73	$20,744	Y	21.43	27.5	8:30 to 2:00	5.5	117.87	$987.81	176
Systemwide	Permanent Sub	1516	3210	Rev	R	FS-1	n/a	0.48	$14,454	Y	18.25	18.00	9:30 to 2:00	4.50	82.13	$688.29	176
Systemwide	Permanent Sub	1516	3210	Rev	R	FS-1	n/a	0.48	$14,256	Y	18.00	18.00	9:30 to 2:00	4.50	81.00	$678.86	176
Systemwide	Food Service Driver	1516	3210	Rev	R	FS-DR	5	0.50	$14,074		22.34	15.0	8:30-11:30	3.0			42
							Total		**$350,565**								

NORTH READING PUBLIC SCHOOLS
FOOD SERVICE RFP
EXHIBIT F-CURRENT MENUS

The current menus for the North Reading Food Service Program can be found on the District website and at the following address: https://north-reading.nutrislice.com/menus-eula

The District has used the nutrislice software to publish menus to parents and communicated nutrition information for several years and is very please with such software and menu publication system.

North Reading Public Schools
North Reading, Massachusetts

Updated 8/22/22

SUPERINTENDENT
Patrick C. Daly
North Reading Public Schools
189 Park Street
North Reading, MA 01864
(978) 664-7810

SCHOOL CALENDAR 2022 - 2023

SCHOOL COMMITTEE
Scott Buckley, Chair
Rich McGowan, Vice Chair
Dyana Boutwell
Jeff Friedman
Noelle Rudloff

9/1 No School, Professional Development Day
9/2 No School, Labor Day Weekend
9/5 No School, Labor Day
9/6 No School, Staff Orientation Day
9/7 First Day of School, Grades 1-12
9/7 & 9/8 PreK & Kindergarten Orientation
9/9 First Day of School for Pre-K & Kindergarten
9/15 Parents Night (Elementary Schools)
9/20 Middle School - Back to School Night
9/22 High School - Back to School Night

10/7 Early Release, Professional Development
10/10 No School, Columbus Day

11/8 No School, Professional Development Day
11/11 No School, Veteran's Day
11/21 High School Evening Conferences
11/23 Early Release, PreK-12 (Thanksgiving)
11/24 & 11/25 Thanksgiving Recess

12/7 Elem. Early Release - Parent/Teacher Conferences
12/8 Elem. Early Release - Parent/Teacher Conferences
12/9 Early Release - Professional Development
12/23 Early Release
12/24 to 1/2 December/New Year's Recess

1/3 Schools Reopen
1/11 HS Open House for MS Students
1/12 Kindergarten Parent Orientation

1/16 No School, Martin Luther King, Jr. Day
1/18 to 1/20 High School Early Release - Exams
1/24 Kindergarten Registration (All Schools)
1/25 MS Early Release - Afternoon Conferences
1/26 MS Early Release - Evening Conferences
1/26 Snow Date - Kindergarten Registration
1/27 Early Release - Professional Development

2/20 to 2/24 February Recess

3/15 Elem. Early Release - Parent/Teacher Conferences
3/16 Elem. Early Release - Parent/Teacher Conferences
3/17 Early Release - Professional Development
3/22 High School Evening Conferences
3/23 Middle School Academic Open House

4/7 Early Release
4/17 to 4/21 April Recess

5/26 Early Release, Professional Development
5/29 No School, Memorial Day

6/9 High School Graduation
6/19 No School, Juneteenth
6/26 Last Day of School (includes 5 snow days)

No School District Early Release

September 2022

S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022

S	M	T	W	Th	F	Sa
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2	3	4	5	6		8
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23	24	25	26	27	28	29
30	31					

November 2022

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27	28	29	30			

December 2022

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18	19	20	21	22		24
25	26	27	28	29	30	31

January 2023

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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26		28
29	30	31				

February 2023

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19	20	21	22	23	24	25
26	27	28				

March 2023

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April 2023

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23	24	25	26	27	28	29
30						

May 2023

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	1	2	3	4	5	6
7	8	9	10	11	12	13
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21	22	23	24	25		27
28	29	30	31			

June 2023

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				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

SCHOOL HOURS:	**Regular**	**Early Release**
High School	8:30 - 3:00	12:00
Middle School	8:30 - 3:00	12:00
Batchelder School	8:00 - 2:15	11:30
Hood School	8:00 - 2:15	11:30
Little School	8:00 - 2:15	11:30
Pre-K (Hood School)	AM: 8:15 - 11:15	No Classes
	PM: 11:30 - 2:30	No Classes
Full Day Pre-K (Little)	8:30 - 2:45	No Classes

Half-Day Kindergarten	8:00 - 11:30 a.m.
Full-Day Kindergarten	8:00 - 2:15

Elementary End of Trimester: 12/2, 3/10, 6/26
Secondary End of Quarter: 11/4, 1/20, 4/7, 6/26

North Reading Public Schools

North Reading, Massachusetts

Approved 1/9/23

SUPERINTENDENT
Patrick C. Daly
North Reading Public Schools
189 Park Street
North Reading, MA 01864
(978) 664-7810

SCHOOL CALENDAR 2023 - 2024

SCHOOL COMMITTEE
Scott Buckley, Chair
Rich McGowan, Vice Chair
Dyana Boutwell
Jeff Friedman
Noelle Rudloff

9/4 No School, Labor Day
9/5 No School, Staff Orientation Day
9/6 First Day of School, Grades 1-12
9/6 & 9/7 PreK & Kindergarten Orientation
9/8 First Day of School for Pre-K & Kindergarten
9/14 Parents Night (Elementary Schools)
9/15 Early Release, Professional Development
9/19 Middle School - Back to School Night
9/21 High School - Back to School Night

10/6 No School, Professional Development Day
10/9 No School, Columbus Day
10/31 Early Release, Professional Development

11/10 No School, Veteran's Day (Observed)
11/20 High School Evening Conferences
11/22 Early Release, PreK-12 (Thanksgiving)
11/23 & 11/24 Thanksgiving Recess

12/13 Early Release - Professional Development
12/14 Elem. Early Release - Parent/Teacher Conferences
12/15 Elem. Early Release - Parent/Teacher Conferences
12/25 to 1/1 December/New Year's Recess

1/2 Schools Reopen
1/10 HS Open House for MS Students
1/11 Kindergarten Parent Orientation
1/15 No School, Martin Luther King, Jr. Day
1/17 to 1/19 High School Early Release - Exams
1/23 Kindergarten Registration (All Schools)
1/24 Early Release, Professional Development
1/25 Snow Date - Kindergarten Registration
1/25 MS Early Release - Evening Conferences
1/26 MS Early Release - Afternoon Conferences

2/19 to 2/23 February Recess

3/15 No School, Professional Development Day
3/20 High School Evening Conferences
3/21 Middle School Academic Open House
3/27 Elem. Early Release - Parent/Teacher Conferences
3/28 Elem. Early Release - Parent/Teacher Conferences
3/29 Early Release, PreK-12

4/15 to 4/19 April Recess

5/24 Early Release, Professional Development
5/27 No School, Memorial Day

6/7 High School Graduation
6/19 No School, Juneteenth
6/25 Last Day of School **(includes 5 snow days)**

September 2023

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14		16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023

S	M	T	W	Th	F	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

November 2023

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			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21		23	24	25
26	27	28	29	30		

December 2023

S	M	T	W	Th	F	Sa
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3	4	5	6	7	8	9
10	11	12		14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024

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14	15	16	17	18	19	20
21	22	23		25	26	27
28	29	30	31			

February 2024

S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		30
31						

April 2024

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23		25
26	27	28	29	30	31	

June 2024

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

SCHOOL HOURS:	**Regular**	**Early Release**
High School	8:30 - 3:00	12:00
Middle School	8:30 - 3:00	12:00
Batchelder School	8:00 - 2:15	11:30
Hood School	8:00 - 2:15	11:30
Little School	8:00 - 2:15	11:30
Pre-K (Hood School)	AM: 8:15 - 11:15	No Classes
	PM: 11:30 - 2:30	No Classes
Full Day Pre-K (Little)	8:30 - 2:45	No Classes
Half-Day Kindergarten	8:00 - 11:30	11:30
Full-Day Kindergarten	8:00 - 2:15	11:30

Elementary End of Trimester: 12/8, 3/22, 6/25
Secondary End of Quarter: 11/3, 1/19, 4/5, 6/25

North Reading Public Schools **Approved 1/8/24**

North Reading, Massachusetts

SCHOOL CALENDAR 2024 - 2025

SUPERINTENDENT
Patrick C. Daly
North Reading Public Schools
189 Park Street
North Reading, MA 01864
(978) 664-7810

SCHOOL COMMITTEE
Scott Buckley, Chair
Rich McGowan, Vice Chair
Dyana Boutwell
Jeff Friedman
Noelle Rudloff

9/2 No School, Labor Day
9/3 No School, Professional Development Day
9/4 No School, Staff Orientation Day
9/5 First Day of School, Grades 1-12
9/5 & 9/6 PreK & Kindergarten Orientation
9/9 First Day of School for Pre-K & Kindergarten
9/12 Elementary School - Back to School Night
9/19 High School - Back to School Night
9/20 Early Release, Professional Development
9/26 Middle School - Back to School Night

10/11 Early Release, Professional Development
10/14 No School, Columbus Day

11/5 Early Release, Professional Development
11/11 No School, Veteran's Day
11/21 High School Evening Conferences
11/27 Early Release, PreK-12 (Thanksgiving)
11/28 & 11/29 Thanksgiving Recess

12/12 Elem. Early Release - Parent/Teacher Conferences
12/13 Elem. Early Release - Parent/Teacher Conferences
12/23 to 1/1 December/New Year's Recess

1/2 Schools Reopen
1/8 HS Open House for MS Students
1/9 Kindergarten Parent Orientation
1/20 No School, Martin Luther King, Jr. Day
1/22 to 1/24 High School Early Release - Exams
1/28 Kindergarten Registration (All Schools)
1/29 Early Release, Professional Development
1/30 Snow Date - Kindergarten Registration
1/30 MS Early Release - Evening Conferences
1/31 MS Early Release - Afternoon Conferences

2/17 to 2/21 February Recess

3/14 No School, Professional Development Day
3/19 High School Evening Conferences
3/20 Middle School Academic Open House
3/27 Elem. Early Release - Parent/Teacher Conferences
3/28 Elem. Early Release - Parent/Teacher Conferences

4/18 Early Release
4/21 to 4/25 April Recess

5/23 Early Release, Professional Development
5/26 No School, Memorial Day

6/6 High School Graduation
6/18 180th Day of School **(without snow days)**
6/19 No School, Juneteenth
6/26 Last Day of School **(includes 5 snow days)**

No School District Early Release

September 2024 — 18 school days

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024 — 22

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024 — 18

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024 — 15

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025 — 21

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025 — 15

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025 — 20

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025 — 17

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025 — 21

S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025 — 13

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

SCHOOL HOURS:	Regular	Early Release
High School	8:30 - 3:00	12:00
Middle School	8:30 - 3:00	12:00
Batchelder School	8:00 - 2:15	11:30
Hood School	8:00 - 2:15	11:30
Little School	8:00 - 2:15	11:30
Pre-K (Hood School)	AM: 8:15 - 11:15	No Classes
	PM: 11:30 - 2:30	No Classes
Full Day Pre-K (Little)	8:30 - 2:45	No Classes
Half-Day Kindergarten	8:00 - 11:30	11:30
Full-Day Kindergarten	8:00 - 2:15	11:30

Elementary End of Trimester: 12/6, 3/21, 6/26
Secondary End of Quarter: 11/8, 1/24, 4/4, 6/26

NORTH READING PUBLIC SCHOOLS
FOOD SERVICE RFP
EXHIBIT H-PROGRAM NARRATIVE

Program Objective

The North Reading Public Schools seeks to partner with an experience and qualified Food Service Management Company (FSMC) to deliver a high-quality breakfast and lunch program to the students in North Reading. The North Reading School District believes that nutritious meals are the foundation of any healthy eating plan and the school breakfast and lunch meals remain the cornerstone of all school-based child nutrition programs.

Cleaning

The North Reading Food Service Workers and partnership with the Custodial staff clean and sanitize lunch tables and surfaces before and after each lunch period. The North Reading Public School District (FSA) annually contracts with qualified firms to inspect and maintain Kitchen hoods and equipment located in all school kitchens.

Vehicles

The North Reading Public School District (FSA) owns and supplies a Food Service vehicle for the delivery of supplies and good between schools and to operate the satellite program between the main Middle/High School Kitchen and the three elementary schools. The vehicle is in good condition and maintain and on the capital replacement schedule of the School District.

A La Carte Options

It is the expectation of the District (FSA) that the awarding FSMC will assist the District in creating and maintain a nutritious and well balanced A La Carte options for students at appropriate prices.

Catering

The District (FSA) wishes to be involved as much as possible within the community and with parent, student and community groups offering catering opportunities whenever possible. The District expected the awarding FSMC to maintain an appropriate catering menu and options with competitive pricing for the school community. The District currently has a mechanism for interested parties to solicit this information and request catering services. The FSMC is expected to manage and guide this process annually.

Cash

The District expect the proper handling of cash and that the awarding FSMC will follow all cash handling procedures set by the District (FSA) and ensure the accurate and timely processing of all daily deposits.

North Reading Public Schools
FSMC RFP

Appendix I: Sample SFA-FSMC Monitoring Form

SFA-FSMC Monitoring Form

Review Date: _____
Name of District and Site Monitored: _____

Menus and Service	**Yes**	**Needs Improvement**	**N/A**
Has the FSMC followed the 21-day cycle menu, as described in contract, for the first 21 days of the contract? (Monitored during the first year of contract only)	☐	☐	☐
If changes were made to menus following the first 21 days of the contract, did the SFA approve them?	☐	☐	☐
Have all menu standards been maintained as to type and quality of meal service as outlined in the contract?	☐	☐	☐
Have all menus been developed using the agreed upon menu planning system(s)?	☐	☐	☐
Is the FSMC only serving reimbursable meals that comply with the latest USDA dietary guidelines as established by USDA in Federal regulations for the National School Lunch Program, the School Breakfast Program, and all other USDA contracted meal programs?	☐	☐	☐
Has the SFA hs retained control of the quality, extent, and general nature of its food service?	☐	☐	☐
Has the SFA made no payment to the FSMC for meals that are spoiled or unwholesome at time of delivery; or do not meet detailed specifications, or do not otherwise meet the requirements of the contract?	☐	☐	☐
Are production records completed each day for all meals claimed for reimbursement?	☐	☐	☐
Is the FSMC following regulations concerning not selling restricted foods of minimal nutritional value in the food service areas during meal service periods (e.g.,carbonated beverages, certain candies, water ices and chewing gum)?	☐	☐	☐

Menus and Service continued	Yes	Needs Improvement	N/A
Are meals monitored after the last food or menu item is served/selected to ensure that only reimbursable meals are claimed?	☐	☐	☐
Do the foods purchased meet the quality specification standards indicated in the contract?	☐	☐	☐
Does the SFA evaluate the FSMC's menus for affordability, nutrition requirements, and appeal to the students?	☐	☐	☐
USDA Donated Foods	Yes	Needs Improvement	N/A
Does the SFA received credit for the value of USDA-donated foods, received during the school year or fiscal year?	☐	☐	☐
Credit for the value of donated foods was received through (circle all that apply): Invoice reductions Refunds Discounts Other:	☐	☐	☐
Does the FSMC provided clear documentation of the value received and of credit being recognized? (This includes crediting for the value of donated foods contained in processed end products.)	☐	☐	☐
Does the USDA Foods billing statement detail the value of the USDA Foods received and that it was used as the value for all credits?	☐	☐	☐
Does the FSMC contract outline the frequency by which crediting will occur and was that followed? (Crediting is to be performed at least annually.)	☐	☐	☐
Does the SFA retain title to all USDA donated foods and ensure that all USDA donated foods are made available to the FSMC, including processed foods?	☐	☐	☐
Does the SFA/FSMC use USDA donated foods to the maximum extent in quantities that can be used and stored without waste?	☐	☐	☐
Does the FSMC use all donated foods, or commercially purchased foods of the same generic identity, of U.S.	☐	☐	☐

origin, and of equal or better quality than the donated foods in the SFA's food service?			
Deos the FSMC use all donated ground beef, ground pork, and all processed end products in the SFA's food service without substitution?	☐	☐	☐
For cost-reimbursable contracts, does the FSMC ensure that its system of inventory management do not result in the SFA being charged for donated foods?	☐	☐	☐
Is the FSMC responsible for receiving donated foods on behalf of the SFA? If yes, is the SFA verifying delivery of donated food shipments and end products and not relying solely on the FSMC records?	☐ ☐	☐ ☐	☐ ☐
Financial Accountability Procedures	**Yes**	**Needs Improvement**	**N/A**
Do the food service daily meal count records accurately reflect the counts of student and adult meals by meal type and eligibility category?	☐	☐	☐
The FSMC maintains records to support the Claims for Reimbursement,reports claim information to the SFA promptly at the end of each month, and has meal count records for meals not covered by the Claim e.g., adult meals.	☐	☐	☐
Do the food service daily income records accurately reflect the revenue received by meal type? (student meals, adult meals, a la carte, etc.)	☐	☐	☐
For FSMC Cost Reimbursement Contracts: Has the SFA audited the food and non-food invoices to assure that bills sent reflect actual expenses?	☐	☐	☐
Has the SFA audited time reporting forms to assure only actual hours worked are billed to the SFA?	☐	☐	☐
Are allowable costs paid from the nonprofit school food service account net of all discounts, rebates, and other applicable credits accruing to or received by the FSMC?	☐	☐	☐
Is the FSMC transparent in their identification of all rebates, discounts, and applicable credits, and the FSMC provides sufficient information to permit the SFA to	☐	☐	☐

identify allowable and unallowable costs?			
Are all bills monitored to assure that the FSMC has not double-billed or included costs that are not allowed by the contract?	☐	☐	☐

(Continued on next page.)

Sanitation and Safety Procedures	**Yes**	**Needs Improvement**	**N/A**
Are facilities and equipment adequately maintained for safety and sanitation?	☐	☐	☐
Do employees practice safe food-handling procedures?	☐	☐	☐
Are State health licenses maintained as required by the contract?	☐	☐	☐
Does the SFA assure that all State and local regulations are being met by the FSMC?	☐	☐	☐
Other Contractual Requirements	**Yes**	**Needs Improvement**	**N/A**
Has the FSMC used the advisory committee of parents, students, and teachers to assist in menu planning?	☐	☐	☐
Have all corrections been made as required if problems were noted during an SFA review, administrative review, or a program audit?	☐	☐	☐
Does the SFA has procedures in place to monitor the FSMC's contract compliance?	☐	☐	☐
Is documentation of monitoring is maintained?	☐	☐	☐
Has the FSMC staffing plan been approved by the SFA?	☐	☐	☐
Have staffing plan been followed per the Contract?	☐	☐	☐
Has the SFA retained all food service responsibilities not allowed to be delegated to the FSMC? If "no," list what was delegated:	☐	☐	☐
FSMC's food service operations are monitored by the SFA through periodic on-site visits to ensure that the food service is in conformance with program regulations and that program review and audit findings are resolved.	☐	☐	☐
Is documentation of monitoring maintained?	☐	☐	☐
Have all responsibilities of the sponsor and the FSMC been implemented as defined by the terms of the contract? If no, explain.	☐	☐	☐

Procurement Requirements	**Yes**	**Needs Improvement**	**N/A**
Did the SFA follow the appropriate procurement procedures when awarding the FSMC contract including preparing all contract documents? (These documents include, but are not limited to, bid specifications, the RFP, the contract, and any contract amendments.)	☐	☐	☐
Were there an adequate number of qualified RFP responses to permit reasonable competition?	☐	☐	☐
Was the RFP publicized and any reasonable requests by other sources to compete were honored to the maximum extent practicable?	☐	☐	☐
Was the FSMC awarded the contract based on the SFA-provided mechanisms for technical evaluation of the proposals ? Was the contract awarded to the responsible offeror whose proposal was the most advantageous to the SFA with price and other factors considered (with price as the primary factor)?	☐ ☐	☐ ☐	☐ ☐
~~Were unsuccessful offerors were notified promptly?~~	☐	☐	☐

List Corrective Actions taken for all "Needs Improvement" items.	**Date of Implementation**

Other Comments:

Signature of FSMC Representative:	Title:	Date:
Signature of SFA Official:	Title:	Date:

North Reading Public Schools
Food Service RFP Exhibit K

Unit 7924	ATL Pre-Opening	$45,000	Term 5 years
Year	Period	Monthly Amortization	Remaining Balance
2019	P10	$750	$44,250
2019	P11	$750	$43,500
2019	P12	$750	$42,750
2020	P1	$750	$42,000
2020	P2	$750	$41,250
2020	P3	$750	$40,500
2020	P4	$750	$39,750
2020	P5	$750	$39,000
2020	P6	$750	$38,250
2020	P7	$750	$37,500
2020	P8	$750	$36,750
2020	P9	$750	$36,000
2020	P10	$750	$35,250
2020	P11	$750	$34,500
2020	P12	$750	$33,750
2021	P1	$750	$33,000
2021	P2	$750	$32,250
2021	P3	$750	$31,500
2021	P4	$750	$30,750
2021	P5	$750	$30,000
2021	P6	$750	$29,250
2021	P7	$750	$28,500
2021	P8	$750	$27,750
2021	P9	$750	$27,000
2021	P10	$750	$26,250
2021	P11	$750	$25,500
2021	P12	$750	$24,750
2022	P1	$750	$24,000
2022	P2	$750	$23,250
2022	P3	$750	$22,500
2022	P4	$750	$21,750
2022	P5	$750	$21,000
2022	P6	$750	$20,250
2022	P7	$750	$19,500
2022	P8	$750	$18,750
2022	P9	$750	$18,000
2022	P10	$750	$17,250
2022	P11	$750	$16,500
2022	P12	$750	$15,750
2023	P1	$750	$15,000
2023	P2	$750	$14,250
2023	P3	$750	$13,500
2023	P4	$750	$12,750
2023	P5	$750	$12,000
2023	P6	$750	$11,250
2023	P7	$750	$10,500
2023	P8	$750	$9,750
2023	P9	$750	$9,000
2023	P10	$750	$8,250
2023	P11	$750	$7,500
2023	P12	$750	$6,750
2024	P1	$750	$6,000
2024	P2	$750	$5,250
2024	P3	$750	$4,500
2024	P4	$750	$3,750
2024	P5	$750	$3,000
2024	P6	$750	$2,250
2024	P7	$750	$1,500
2024	P8	$750	$750
2024	P9	$750	$0

NORTH READING PUBLIC SCHOOLS
FOOD SERVICE RFP
EXHIBIT L-ACCOUNTS PAYABLE CUTOFF SCHEDULE

The North Reading Public Schools must receive all accounts payable invoices at least 10 days prior to the check being processed by the Town of North Reading.

Invoices be received on the Wednesday before noon and the check will be processed the following Friday.

North Reading Public Schools
Food Service RFP - Exhibit M
Sample Scoring Committee Results Chart

North Reading Public Schools

Food Service RFP Score Sheet Summary

RFP Summary Ranking Scoring Sheet for Vendor # 1

		Committee # 1	Committee # 2	Committee # 3		
Rank	**Criteria**	**Score**	**Score**	**Score**	**Total**	**Overall Rating**
1	General Experience -	HA (4)	HA (4)	HA (4)	**12**	HA (4)
2	Reference Satisfaction	A (3)	A (3)	A (3)	**9**	A (3)
3	Food Service Director Relevant Experience (# years experience)	HA (4)	HA (4)	HA (4)	**12**	HA (4)
4	Employee Trainings (# of training per year)	A (3)	A (3)	HA (4)	**10**	HA (4)
5	Student Participation Rate (average lunch participation)	NA (2)	NA (2)	HA (4)	**8**	A (3)
6	Registered Dietician on staff (# years of experience)	NA (2)	A (3)	NA (2)	**7**	A (3)
7	School /Community Outreach	HA (4)	HA (4)	HA (4)	**12**	HA (4)
		Total Overall Rating				**25**

Criteria Conversion Chart

Code	Criteria Rating	Value	Individual Criteria Rating / Value
HA	Highly Advantageous	4	10-12 Points
A	Advantageous	3	7-9 Points
NA	Not Advantageous	2	4-6 Points
U	Unacceptable	1	3 or less Points

North Reading Public Schools
Food Service RFP - Exhibit M
Sample Scoring Committee Results Chart

North Reading Public Schools

Food Service RFP Score Sheet Summary

RFP Summary Ranking Scoring Sheet for Vendor # 2

		Committee # 1	Committee # 2	Committee # 3		
Rank	**Criteria**	**Score**	**Score**	**Score**	**Total**	**Overall Rating**
1	General Experience -	HA (4)	HA (4)	HA (4)	**12**	HA (4)
2	Reference Satisfaction	HA (4)	A (3)	A (3)	**10**	HA (4)
3	Food Service Director Relevant Experience (# years experience)	A (3)	HA (4)	HA (4)	**11**	HA (4)
4	Employee Trainings (# of training per year)	A (3)	A (3)	HA (4)	**10**	HA (4)
5	Student Participation Rate (average lunch participation)	NA (2)	A (3)	HA (4)	**9**	A (3)
6	Registered Dietician on staff (# years of experience)	NA (2)	A (3)	NA (2)	**7**	A (3)
7	School /Community Outreach	HA (4)	HA (4)	HA (4)	**12**	HA (4)
		Total Overall Rating				**26**

Criteria Conversion Chart

Code	Criteria Rating	Value	Individual Criteria Rating / Value
HA	Highly Advantageous	4	10-12 Points
A	Advantageous	3	7-9 Points
NA	Not Advantageous	2	4-6 Points
U	Unacceptable	1	3 or less Points

North Reading Public Schools
Food Service RFP - Exhibit M
Sample Scoring Committee Results Chart

North Reading Public Schools

Food Service RFP Score Sheet Summary

RFP Summary Ranking Scoring Sheet for Vendor # 3

		Committee # 1	Committee # 2	Committee # 3		
Rank	**Criteria**	**Score**	**Score**	**Score**	**Total**	**Overall Rating**
1	General Experience -	HA (4)	HA (4)	HA (4)	**12**	HA (4)
2	Reference Satisfaction	A (3)	HA (4)	A (3)	**10**	HA (4)
3	Food Service Director Relevant Experience (# years experience)	HA (4)	HA (4)	HA (4)	**12**	HA (4)
4	Employee Trainings (# of training per year)	A (3)	HA (4)	HA (4)	**10**	HA (4)
5	Student Participation Rate (average lunch participation)	A (3)	HA (4)	HA (4)	**10**	HA (4)
6	Registered Dietician on staff (# years of experience)	NA (2)	A (3)	NA (2)	**7**	A (3)
7	School /Community Outreach	HA (4)	HA (4)	HA (4)	**12**	HA (4)
		Total Overall Rating				**27**

Criteria Conversion Chart

Code	Criteria Rating	Value	Individual Criteria Rating / Value
HA	Highly Advantageous	4	10-12 Points
A	Advantageous	3	7-9 Points
NA	Not Advantageous	2	4-6 Points
U	Unacceptable	1	3 or less Points

North Reading Public Schools Food Service Pricing					
	2023-24 Current Pricing			2024-25 Anticipated Pricing	
	Elementary	MS/HS		Elementary	MS/HS
Type A Lunch	$3.00	$3.25		$3.50	$3.75
Type A Breakfast	$1.50	$1.50		$2.00	$2.00
Milk	$0.60	$0.60		$0.60	$0.60
Adult Lunch	$2.00	$2.00		$3.00	$3.00
Adult Breakfast	$4.00	$4.00		$5.00	$5.00

AGREEMENT BETWEEN

THE SCHOOL COMMITTEE OF THE TOWN OF NORTH READING

AND

THE NORTH READING FOOD SERVICE WORKERS

AFSCME, COUNCIL 93, LOCAL 1703, AFL-CIO

JULY 1, 2022 – JUNE 30, 2025

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PREAMBLE

This Agreement entered into by North Reading Public Schools hereinafter referred to as the EMPLOYER and the American Federation of State, County and Municipal Employees, AFL-CIO State Council 93, Local 1703, hereinafter referred to as the UNION has its purpose the promotion of harmonious relations between the EMPLOYER and the UNION; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I
RECOGNITION

Section 1

The Committee recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries and other conditions of employment for all permanent food service employees employed by the Town of North Reading.

Section 2

The Committee hereby accepts the provision of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Town Treasurer all payroll deductions for the payment of dues to the Union duly authorized by employees covered by this Agreement.

Section 3

The Employer and the Union recognizes the right of any employee to become or not to become a member of the Union and will not discourage, discriminate or in any other way interfere with the employee in the exercise of these rights.

Section 4

The Committee agrees to require as a condition of employment that all employees covered by this agreement pay an agency service fee, which shall be commensurate with the cost of collective bargaining, and contract administration which amount shall be certified annually to the Committee by the Union. The agency fee shall be deducted from the wages of any employee who signs authorization to that effect and such fees shall be transmitted to the Treasurer of the Union as provided in Section

17G of Chapter 180 of the General Laws. The Union will indemnify the Committee for any liability arising from the operation of this provision.

ARTICLE II
COMMITTEE RIGHTS

There shall be no limit to the right of the Committee and its designated representatives to exercise its regular and customary functions. Such functions shall include but not be limited to the management of the food service operation and the direction of its work-force; including the right to hire, to discipline, to terminate, to transfer, to train, to increase or decrease the work-force, to increase or decrease hours, to determine the products to be produced or distributed, and to determine the schedule of hours of production and service including catering and special functions. Every effort shall be made to provide adequate notice to affected employees of change in working hours. The Committee reserves the right to discipline or dismiss any employee for any valid cause. Such dismissal will be based upon the recommendation of the Food Service Director and must be approved by the Superintendent of Schools.

ARTICLE III
WAGES

Section 1 - Salary Schedule

See attached Salary Schedule establishing rates. Employees who hold current ServSafe Certification from the National Restaurant Association will receive an additional .25/hour as shown on the Salary Schedule. Those employees that do not will receive .25/hour less as shown on the Salary Schedule. Employees will be paid on a bi-weekly schedule, 21 pay periods throughout the school year. The parties agree to general wages increases of the following:

3% effective July 1, 2022 (FY 23)

3% effective July 1, 2023 (FY 24)

2% effective July 1, 2024 (FY 25)

Function pay will be paid at the function rate listed in Appendix C or the worker's hourly rate, whichever is greater.

Section 2 - Probation Period

All new employees will be on probation for the first 90 days of their employment. During the probationary period the Food Service Director with the approval of the

Director of Finance and Operations shall determine whether or not an employee is qualified to continue within its employ and the District may discharge such employee without appeal by the union or employee. The probationary employee shall receive an hourly wage .25 less than the permanent scale.

Section 3 - Longevity

Longevity stipend payments has been rolled into the base hourly rate salary schedule at an amount equal to $0.50 per hour effective July 1, 2022.

Section 4 -No School Days

One paid snow day has been rolled into the base hourly rate schedule at an amount equal to $0.10 per hour effective July 1, 2022.

Section 5-Work Year

The work year for employees will include a base school year of (176) days, which includes 173 serving days, as well as the following three days: one day prior to the start of the school year, one professional development day devoted to professional growth, and one clean-up day at the end of the school year; Any additional hours or days worked will be billed via a time-sheet to the Payroll Office. The District will work with representatives of the Food Service Worker's group to confirm the school calendar base working days prior to each school year. This is necessary incase operational conditions beyond the District's control change during the course of this agreement which either adds or removes serving days. The amount of agreed upon work days will represent the amount used to determine the base annualized converted salary calculation for payroll purposes.

Section 6-Working Additional Hours

Any additional hours worked beyond the Food Service Worker's regular approved schedule will be paid at the employee's hourly rate and must be submitted on weekly time sheets to the payroll office to be compensated on the bi-weekly pay schedule. Persons working in excess of 40 hours per week shall be eligible for an overtime rate of time-and-a-half.

ARTICLE IV
JOB CLASSIFICATIONS

There are three job classifications: Food Service Worker, Food Service Worker-Lead, Cook Manager – Middle School/High School. Differentiation of lead positions are based on Menu Selection Variety and preparation and amount of staff supervised.

ARTICLE V
BENEFITS

Section 1 - Paid Holidays

The following list of paid holidays has been rolled into the base hourly rate schedule at an amount equal to $0.25 per hour effective July 1, 2022.
Columbus Day, Veterans' Day, Afternoon before Thanksgiving, Thanksgiving, Day after Thanksgiving, Day before Christmas, Christmas, New Year's Day, Martin Luther King Day, President's Day, Patriots' Day, Memorial Day.

Section 2 - Vacation

Vacation time has been rolled into the base hourly rate schedule at an amount equal to $0.90 per hour effective July 1, 2022. For employees hired prior to July 1, 2011 with 16 vacation days, shall be compensated an additional five days at their per diem rate annually for the remainder of their employment in the bargaining unit. This amount will be added into their annualized pay calculation.

Section 3 - Sick Leave

Twelve (12) days per year with unlimited accumulation. Employees may use up to 5 days per year for the purposes of caring for a sick child, spouse or parent.

Sick leave on Friday, Monday or day before or after a holiday or school vacation may require written proof of said illness, said proof being necessary to qualify for sick pay for the day in question.
Upon formal retirement, 33% per diem salary for all unused sick leave. There shall be a cap of 150 days that can be accrued for the use of buyback. Permanent employees hired on or after July 1, 2011 will be subject to a 20% per diem salary payment with a 150 day maximum. See Appendix I for information on the sick leave bank.

Section 4 - Attendance Incentive

In July of each year an Attendance Incentive will be provided to employees who have not taken sick or personal days for the prior fiscal year according to the below schedule:

Days Taken as of June 30	Bonus Pay
0 days	5 day's pay
1 day	4 day's pay
2 days	3 day's pay
3 days	2 day's pay
4 days	1 day's pay

Employees should not report to work if they are sick. If an employee reports to work ill, the employee will be told to leave and will be charged a sick day.

Section 5 - Personal Leave

All regular full time employees may take two (2) days with pay each year in order to transact personal business. It is understood that the employees will make every effort to attend to their personal business on "non-working" days and that requests for personal leave will be submitted only when reasonable efforts are made to schedule personal business so as not to interfere with the work commitment.

Advance written notification of the need of such leave shall be made to the Superintendent or designated representative as far as possible in advance of the date the employee wishes such leave to begin but in no event less than seventy two (72) hours in advance of the commencement of such leave. Personal days are not permitted on the Friday before or Monday after a school vacation week or long weekend. In the case of emergency exceptions will be granted to employees at the discretion of the Superintendent or his designee.

Section 6 - Bereavement Leave

Employees suffering a personal bereavement due to a death in his/her immediate family may receive up to 3 days pay for time lost from work. Employees may request

such leave to be granted at a time coinciding with the funeral and necessary procedures related to said funeral. For the purpose of this article, "Immediate family" shall include employees parent, parent in law, brother, sister, grandchild, and grandparent. An employee may receive up to 5 days pay for the loss of a spouse, child, or parent.

Section 7 - Insurance

Health Insurance – Town pays percentage of base plan. Currently the Town pays 70% and employee pays remainder. Participation is optional.

Life Insurance – Town pays percentage of policy. Currently the Town pays 50% and employee pays remainder. Participation is optional.

Insurance benefits are only available to employees who average over 20 hours per week during the school year.

Section 8 - Worker's Compensation

100% paid by Town to cover accidents that occur on the job.

Section 9 - Contributory Retirement

5% withheld if hired before January 1, 1975

7% withheld if hired between January 1, 1975 and December 31, 1983

8% withheld if hired between January 1, 1984 and June 30, 1996

9% withheld if hired on or after July 1, 1996

Participation required for permanent employees working 20 hours or more weekly.

Section 10 - Allowances

Allowances have been rolled into the base hourly rate schedule at the amount equal to $0.25 per hour effective July 1, 2022. The School District will provide each permanent employee with an official uniform (seven polo shirts) and aprons (five aprons) that will be required to be worn daily by each employee. The School District will replace the uniform on an as needed basis going forward. All employees must wear black pants, slip resistant footwear and the district issued jersey, apron and a name badge.

Section 11 - Professional Development

The Committee encourages all employees to earn their Food Safety Training certification. The Committee shall pay for tuition and books for the initial certification

and the tuition costs for recertification. The Committee shall provide workshops and/or additional food service training opportunities in subject/topic areas applicable to their job functions during the full professional development day in November and whenever possible during the half day professional development days throughout the school year.

ARTICLE VI
SENIORITY

If an employee leaves the district and returns within a year to a position covered by this agreement, the employee shall recover his/her seniority in the cafe unit, although the employee shall not earn seniority during the period of non-employment. System wide seniority, experience and qualifications shall all be considered within the bargaining unit in the event of promotion, transfer or decrease of the work force but needs of the system shall take precedent in all decision-making.

ARTICLE VII
FAMILY MEDICAL LEAVE ACT (FMLA)

An employee with at least twelve (12) months of employment or 1,250 hours of service within a year and who has a qualifying personal or family illness or other qualifying circumstance may apply for an unpaid leave under the Family Medical Leave Act ("FMLA") by notifying the Superintendent in writing. The Superintendent will respond in writing with notice of applicable requirements, such as a physician's certification. The leave year is on a twelve (12) month basis, which will be calculated forward from the starting date of the FMLA Leave. The unpaid leave is up to a maximum of twelve (12) weeks within a twelve (12) month period, with an exception of possible eligibility for an extended leave to care for a seriously ill or injured armed service member, or for other specific qualifying family circumstances related to military deployment.

An employee may request to apply available paid sick leave for that part of an unpaid FMLA leave where a paid leave is allowed under a specific provision of this Agreement. Under this Section of this Agreement, an employee may request to apply up to a maximum of five (5) paid sick days during an unpaid FMLA leave for the care of a seriously ill or disabled immediate family member conditioned upon submission of a physician's certification. Under this Section of this Agreement, an employee may

request to apply up to a maximum of ten (10) consecutive paid sick days beginning immediately following the birth of a child, or the adoption/foster care placement during an unpaid FMLA leave.

Any leave taken under another provision of this Agreement under circumstances which would qualify for leave under the FMLA, will be counted toward the twelve (12) weeks of leave available under the FMLA.

Nothing in this section of this Agreement is intended to limit an employee's benefits under the Family Medical Leave Act, nor is intended to expand benefits under the FMLA, except as stated in this Section or under another provision of this Agreement.

ARTICLE VIII
MASSACHUSETTS MATERNITY LEAVE ACT (MMLA)

An employee who does not have sufficient time of service to be eligible for a Family and Medical Leave may apply in writing to the Superintendent for an unpaid leave under the Massachusetts Maternity Leave Act ("MMLA") as long as she has been employed for at least ninety consecutive (90) calendar days. She may take a leave for the period close in time to preparing for and giving birth; or caring for a newborn or a newly-adopted/or foster child under 18 or a child under 23 with mental or physical disabilities. Under this Section of this Agreement, the unpaid MMLA leave is up to a maximum of twelve (12) weeks. An employee who has sufficient time of service for an FMLA Leave may nonetheless apply in writing to the Superintendent under this Section and the leave will be counted toward the twelve (12) weeks of maximum available leave under the FMLA. Under this Section of this Agreement, an employee may request to apply up to ten (10) consecutive days of available paid sick leave beginning immediately following the birth of a child or the adoption/foster placement during an unpaid MMLA leave. An employee applying for leave under this Section may also request to apply available paid sick leave for any period during this leave of her own disability, and her medical or related physical needs related to childbirth. The Superintendent will respond in writing with notice of applicable requirements, such as a physician's certification.

Nothing in this Section of this Agreement is intended to restrict an employee's benefits under the Massachusetts Maternity Leave Act, nor is intended to expand the

benefits under the MMLA, except as stated in this Section of this Agreement or under another provision of this Agreement.

ARTICLE IX
JOB POSTINGS

Whenever a vacancy occurs the Food Service Director, in conjunction with the Director of Finance and Operations shall determine whether that position will be filled. If a position is to be refilled, the following procedures shall be followed:

- Job vacancies will be posted for a minimum of five days in a conspicuous place in all five schools.
- Before the closing date listed on the posting employees, wishing to apply for the vacancy shall submit their names in writing to the Director of Finance and Operations.
- Within 10 working days from the initial posting of vacancy the Food Service Director or Director of Finance and Operations shall award the vacancy to the most senior qualified applicant.

Notice of vacancy shall include classification, hours of vacancy, rate of pay and final date for filing application.

When a vacancy occurs, the Director of Food Service will review the needs of the food service department. In most cases, the vacant position shall be at the same job classification as the departing employee.

If no qualified candidate from within the bargaining unit applies for such vacancy, the Food Service Director may hire a candidate from outside the bargaining unit.

With all qualifications being equal, seniority shall be one of the determining factors in promotions, and increase/decrease of work-force. The Food Service Director or designated representative shall determine qualifications.

ARTICLE X
FUNCTIONS

A function is considered to be a catered lunch, breakfast or dinner that Food Service Workers provide to teachers, parents, corporate staff and/or students. These functions can be during school hours as well as before or after school hours.

Food that is prepared cooked or served for these events are considered functions regardless of the time of day. These events may also be during the normal work hours for the food service staff. However, if preparation for these events is done during normal school hours function pay should be applied accordingly.

A Food Service Worker will only be allowed function pay during normal school hours if they spend more than one hour preparing for that function.

Functions will be offered to every Food Service Worker based on a rotating schedule. If a Food Service Worker declines a function, their name will be placed at the bottom of the function list and the next name will be offered the function.

If a Food Service Worker requires training on a function or additional help is needed, the Food Service Director will assign a second person. It may be another Food Service Worker or the Food Service Director.

The Food Service Director will provide a monthly function schedule to all Food Service Workers.

Function pay will be paid at the function rate listed in Appendix C or the worker's hourly rate, whichever is greater.

ARTICLE XI
GRIEVANCE & ARBITRATION PROCEDURE

Any grievance or dispute, which may arise between parties including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Informal Step:
The employee alleging violation will take the grievance up orally with his/her immediate supervisor.
Step 1:
If the grievance is not settled in the oral discussion, it may be reduced to writing, stating the provision of the Agreement allegedly violated, and signed by the aggrieved employee and Union Representative and submitted to the immediate supervisor. A

grievance must be filed in writing with the immediate supervisor within five (5) calendar days, not including Saturdays, Sundays and Holidays, after the first occurrence of the event-giving rise to the grievance or after the employee first knows -- or in the exercise of reasonable care should know -- of its occurrence. The Director of Finance and Operations or designee shall attempt to adjust or settle the matter within five (5) working days in writing.

Step 2:

If the grievance is not resolved by Step 1, the aggrieved employee of the Union shall contact the Chairperson of the Union and, if approved by the Executive Board, the aggrieved employee of the Union may appeal by forwarding the grievance, in writing, to the Superintendent of Schools within five (5) business days after he/she has received the Step 1 decision. The appeal shall include:

(a) Name and position of grievant

(b) A statement of the grievance and the facts involved

(c) The corrective action requested

(d) Name of Union Representative at Step 1, if any

(e) Signature(s) of grievant(s) and Union representative.

The Superintendent of Schools will arrange for a meeting with the aggrieved employee and their Union representative. The aggrieved employee shall be present at the conference, except that he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Superintendent of Schools is one of interpretation of a provision of this agreement. The Superintendent of Schools shall issue his decision on the grievance as soon as possible, but not later than ten (10) business days after receipt of the appeal.

Step 3:

If the grievance is not resolved by Step 2, the aggrieved employee or the Union shall contact the Chairperson of the Union and, if approved by the majority vote of the Executive Board, the aggrieved employee or the Union may appeal by forwarding the grievance, in writing, to the School Committee within five (5) business days after the employee has received the Step 2 decision. The School Committee shall issue a decision on the grievance as soon as possible, but no later than thirty (30) business days after the receipt of the appeal or by the next regularly scheduled meeting, whichever is later.

Step 4 – Arbitration

A grievance, which has been processed through but not resolved by the grievance procedure detailed in this Article, may be appealed to arbitration by written notice given by the party seeking to arbitrate. Such notice must be given to the other party within seven (7) calendar days after receipt of the answer to the third step of the grievance procedure. Within thirty (30) calendar days after the written notice, the party seeking arbitration shall submit the matter to the American Arbitration Association (AAA). The normal procedures of the AAA at the time of filing shall govern procedures for the arbitration. The arbitrator shall have no right to amend, modify, nullify, ignore, or add to the provisions of this Agreement.

The arbitrator shall consider and decide only the particular issue(s) presented to him in writing by the Committee and the Union and his decision and award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The award of the arbitrator shall be final and binding on the Committee, the Union, and the employee or employees involved. The parties shall share the expenses of arbitration, including the arbitrator's fee, equally.

ARTICLE XII
OTHER

Section 1 – Substitute Employees

Substitute employees are not bound by agreement.

Section 2 –Labor Day

Food Service Workers may be asked to work before the Labor Day holiday for Teacher Luncheon or preparing their school for opening day. Food Service Workers will be paid accordingly, however Labor Day is not a paid holiday. Food Service Workers are expected to work these days regardless of the holiday. However, if a Food Service Worker cannot work, they may request the day off with or without pay. They will not be required to use personal or vacation time. If the Teacher Luncheon and the opening of school fall on the same day, Food Service Workers will be paid 2.5 hours of function pay as well as regular pay.

Any duties carried out by union stewards shall not interfere with daily operational duties.

Section 3 – Floater Stipend

A floater stipend of $300.00 will be awarded for up to two Food Service Workers working at the Middle/High School Campus annually for employees that would be willing to travel on an as needed basis to the elementary schools if and when coverage is needed in an emergency situation. These stipended positions will be an annual appointment. Appointments will be based on qualifications, experience and seniority. In the case where qualifications and experience are considered equal, seniority will be the determining factor in the annual appointment. Payments will be part of the weekly payroll schedule. The District is committed to continuing to maintain a pool of qualified substitutes.

ARTICLE XIII
EVALAUTION

A formal, written evaluation will be completed annually by the primary evaluator (Food Service Director with input from the building/district administrator(s)). The evaluation form is included in the collective bargaining agreement as Appendix B. The purpose of the evaluation process is to allow for continued professional growth and improvement.

It is understood that the primary evaluator may obtain feedback about job performance from other administrators who have direct knowledge of the Food Service Worker's work. In those cases where feedback is obtained from other than the primary evaluator, such feedback will be so noted.

The final written evaluation will be completed by the primary evaluator using the Food Service Worker Evaluation Form (Appendix B). All Food Service Workers will be evaluated annually and receive a written evaluation by March 31st. The primary evaluator will meet with each Food Service Worker to review the final evaluation. The evaluation will be signed by both the primary evaluator and the Food Service Worker. The Food Service Worker's signature does not mean he/she agrees with the content of the evaluation. The Food Service Worker may, at his/her discretion, attach a written statement within ten (10) days of receipt of the evaluation.

ARTICLE XIIII
DURATION

This AGREEMENT shall commence as of July 1, 2022, and extend to June 30, 2025, and shall be automatically renewed each year thereafter unless either party notifies the other party in writing not later than the 15th day of January of each year.

Carol MacLean North Shore Coordinator

Staff Representative
AFSCME, AFL-CIO, COUNCIL 93

4/12/22
Date

Chair
North Reading School Committee

4/12/22
Date

APPENDIX A
SICK BANK

a. A sick bank will be established.

b. Membership in the sick bank is voluntary. Membership will be open to new members who signify their intention in writing to join before October 1 of each year. Once an employee joins the sick bank they will remain in the sick bank unless they withdraw in writing. If an employee commences employment after October 1st they may join the sick bank by notifying the Superintendent in writing within 10 business days of their first day of employment.

c. Food Service employees may deposit sick days into the sick bank. All deposits shall be made in writing no later than October 1 of each year. To begin the sick bank all employees wishing to participate shall deposit two days. Thereafter, employees will deposit one sick day per year as long as the balance is under 50 days.

d. Employees who have a protracted illness and who have used up the sick leave to which they are entitled may apply to draw upon the bank.

e. A Sick Leave Committee shall be established, composed of two members of the food service staff and two members of the school administration. All decisions shall be made by majority rule and shall be binding on all parties and the decision will be made in good faith and shall not be subject to appeal of any kind or arbitration.

f. Only those employees who deposit in the bank by October 1 will be allowed to withdraw from the bank. It will not be possible to join the sick bank after October 1 for any reason.

g. All requests for withdrawal from the bank will be put in writing and must be approved by the Sick Bank Committee.

h. NO days will be withdrawn from the bank for use for any reason other than serious illness.

i. Employees who receive time from the bank will be paid while receiving days from the bank.

j. Whenever the balance of sick days is over 50 there will be no need to annually assess member's additional days. Members will automatically be assessed an additional day when the balance falls below 50 days every year on October 1.

k. Any employee who does not join the sick bank may not expect to receive any extended sick leave benefits if their accrued sick days have been exhausted.

APPENDIX B

FOOD SERVICE WORKER EVALUATION FORM

North Reading Public School District

Employee Performance Review

Employee Information

Name

Employee ID

Job Title

Date

Department

Manager

Review Period

Ratings

	1 = Poor	2 = Fair	3 = Satisfactory	4 = Good	5 = Excellent
Job Knowledge	☐	☐	☐	☐	☐
Comments					
Work Quality	☐	☐	☐	☐	☐
Comments					
Attendance/Punctuality	☐	☐	☐	☐	☐
Comments					
Initiative	☐	☐	☐	☐	☐
Comments					
Communication/Listening Skills	☐	☐	☐	☐	☐
Comments					
Dependability	☐	☐	☐	☐	☐
Comments					

Overall Rating (average the rating numbers above)

Evaluation

ADDITIONAL COMMENS

GOALS

(as agreed upon by employee and manager)

Verification of Review

By signing this form, you confirm that you have discussed this review in detail with your supervisor. Signing this form does not necessarily indicate that you agree with this evaluation.

Employee Signature

Date

Primary Evaluator Signature

Date

APPENDIX C
SALARY SCHEDULE
Food Service Staff
Salary Schedule
July 1, 2022 - June 30, 2025

Food Service Worker Hourly Rates	Certified Personnel 7/1/2021	3.0% FY23 7/1/2022	3.0% FY24 7/1/2023	2.0% FY25 7/1/2024
Step 1 Probation	16.79	17.29	17.81	18.17
Step 2	17.11	17.62	18.15	18.52
Step 3	17.68	18.21	18.76	19.13
Step 4	18.23	18.78	19.34	19.73
Step 5	18.73	19.29	19.87	20.27
Step 6	19.43	20.01	20.61	21.03
Step 7	19.73	20.32	20.93	21.35
Step 8	19.97	20.57	21.19	21.61
Step 9	20.20	20.81	21.43	21.86

*Non-Certified Personnel paid $0.25 less

Food Service Worker-Lead Hourly Rates	Certified Personnel 7/1/2021	3.0% 7/1/2022	3.0% 7/1/2023	2.0% 7/1/2024
Step 1 Probation	18.38	18.93	19.50	19.89
Step 2	18.70	19.26	19.84	20.24
Step 3	19.19	19.77	20.36	20.77
Step 4	19.83	20.42	21.04	21.46
Step 5	20.28	20.89	21.52	21.95
Step 6	20.99	21.62	22.27	22.71
Step 7	21.23	21.87	22.52	22.97
Step 8	21.48	22.12	22.79	23.24
Step 9	21.74	22.39	23.06	23.53

*Non-Certified Personnel paid $0.25 less

Cook Manager-Middle / High School Hourly Rates	Certified Personnel 7/1/2021	3.0% 7/1/2022	3.0% 7/1/2023	2.0% 7/1/2024
Step 1 Probation	19.52	20.11	20.71	21.12
Step 2	19.83	20.42	21.04	21.46
Step 3	20.49	21.10	21.74	22.17
Step 4	21.11	21.74	22.40	22.84
Step 5	21.54	22.19	22.85	23.31
Step 6	22.31	22.98	23.67	24.14
Step 7	22.60	23.28	23.98	24.46
Step 8	22.88	23.57	24.27	24.76
Step 9	23.14	23.83	24.55	25.04

*Non-Certified Personnel paid $0.25 less

Functions Hourly Rates	7/1/2021	FY 23 3.0% 7/1/2022	FY24 3.0% 7/1/2023	FY 25 2.0% 7/1/2024
no steps	21.12	22.00	22.66	23.11