

Haverhill Public Schools



School Committee Agenda June 9, 2016

Haverhill Public Schools - School Committee Agenda

Revised 06.08.16



DATE: Thursday, June 9, 2016
TIME: 7:00 P.M.
LOCATION: Theodore A. Pelosi, Jr. City Council Chambers, City Hall, Room 202

***This meeting is being recorded.** The listings of matters are those reasonably anticipated by the Chair, which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*

1. Call to Order – Roll Call – Pledge of Allegiance.
2. Public Participation.
3. Communication and Reports.
 - A. Superintendent Comments/Reports.
 - Introduction of Beth Kitsos, Victoria Kelley and Ed Roberts regarding the CVTE Application Process
 - Mrs. Kukenberger:
 - Draft Strategic Plan
 - Summer Programs
 - ST Math
 - B. School Committee Communications.
 - Introduction of Mr. Jim McCarty “Save Our Public Schools” Initiative – Mr. Wood.
 - Introduction of Mrs. Janet Begin to discuss Montessori Initiative and the ribbon cutting for Wildflower Montessori School – Mr. Amirian.
 - Introduction of Mrs. Tracy Fuller to discuss YMCA’s new Program “Active Science” – Mr. Amirian.
 - Power Purchase Agreement for Solar Project – Mayor Fiorentini.
 - C. Subcommittee Reports.
4. Old Business:
 - A. Appointment of Director of Special Education.
5. New Business.
 - A. The Superintendent recommends approval of Warrant Number EV20160610 totaling \$624,015.58 as indicated in the agenda material.
 - B. The Superintendent recommends approval of Warrant Number EV201600610A totaling \$9,908.36 as indicated in the agenda material.
 - C. The Superintendent recommends approval of contract extension for Whitsons New England as indicated in the agenda material.
 - D. The Superintendent recommends approval of the contract extension for NRT Bus Inc. as indicated in the agenda material.
6. Items by Consensus:
 - A. The Superintendent recommends approval of the following consultant contracts:
 - Ariel Nelson – Title III – ELE Academy Summer Program - \$6,600
 - Ariel Nelson – Title III – ELE - \$3,300
 - Ariel Nelson – Title I School Support - \$7,250
7. Executive Session/Adjournment.

List of Documents included as part of packet: CVTE material; Save Our Public Schools Initiative documentation – Agenda Item – Mr. Wood; Agenda Item on Montessori Initiative – Mr. Amirian; Agenda Item on YMCA “Active Science” – Mr. Amirian; Warrants; Contract Extension Whitsons New England; Contract Extension NRT Bus Inc.; Consultant Contracts

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6/9/16

BK

From: **Kitsos, Elizabeth** bkitsos@haverhill-ps.org
Subject: **Fwd: HHS CVTE Application and Process**
Date: **June 7, 2016 at 11:01 AM**
To: **Cassano, Beverly** bcassano@haverhill-ps.org
Cc: **Kelley, Victoria** vkelly@haverhill-ps.org, **Roberts, Edward** eroberts@haverhill-ps.org

Bev,
See information below... I will introduce Victoria and ed for in-depth information.
thx

Beth Kitsos
Principal
Haverhill High School
978-374-5700 ext: 1103
bkitsos@haverhill-ps.org
twitter: bkitsos1

"If your actions inspire others to dream more, learn more, do more and become more, you are a leader."
John Quincy Adams

The Mission of Haverhill High School is to produce self-directed learners who read, write, and speak effectively in Standard English and who apply analytical and technological skills to interpret information and problem solve.

Begin forwarded message:

From: "Kelley, Victoria" <vkelly@haverhill-ps.org>
Subject: HHS CVTE Application and Process
Date: June 3, 2016 at 11:34:58 AM EDT
To: "Gomes, Gary X (ESE)" <ggomes@doe.mass.edu>
Cc: Roberts, Edward <eroberts@haverhill-ps.org>, "Kitsos, Elizabeth" <bkitsos@haverhill-ps.org>

Good Morning Gary,

I wanted to send along our updated CVTE application, application process and application scoring rubric. As part of our process educating the school committee on our progress we are sharing these documents with the School Committee as draft documents. When we have final draft with your approval we will send it to the School Committee for final approval.

Thank you,

Victoria
Victoria Kelley
Haverhill High School
Career Academy Coordinator
978-808-3494

"I hear and I forget; I see and I remember; I do and I understand."
-quoted in Rosenstock, 1991



HHS CVTE Admissions
Policy.pdf

Policy.pdf



HHS CVTE Applicant
Scoring Rubric (1).pdf



HHS CVTE Application-
2016-2017 (1).pdf



**Haverhill Public School
Career Vocational Technical Education
Admission Policy**

I INTRODUCTION

An admission process is necessary for career [vocational] technical education programs in which there are more applicants than openings. A process is necessary to determine which applicants may most benefit from such educational opportunities. All applicants to the career [vocational] technical education programs for grades eight and nine Haverhill High School will be evaluated using the selection criteria contained in this Admission Policy. The Haverhill School Committee approved this policy on (TBD)

II EQUAL EDUCATIONAL OPPORTUNITY

As a comprehensive high school, Haverhill High School admits students and makes available to them its advantages, privileges and courses of study without regard to race, color, sex, religion, national origin, sexual orientation or disability.

If there is a student with limited English proficiency, a qualified staff member from Haverhill High School will assist the applicant in completing the necessary forms and assist in interpreting during the entire application and admission process upon the request of the applicant.

Disabled students may voluntarily self-identify for the purpose of requesting reasonable accommodations during the entire application and admission process.

Information on limited English proficiency and/or disability submitted voluntarily by the applicant, for the purpose of receiving assistance and accommodations during the entire application and admission process, will not affect the applicant's admission to the career [vocational] technical education program.

III ELIGIBILITY

Any [8th or 9th] grade student who is a student in Haverhill High School is eligible to apply for fall admission or admission during the school year subject to the availability of openings to the vocational technical education programs at Haverhill High School.

Resident students will be evaluated using the selection criteria contained in this Admission Policy. Priority for admission is given to Haverhill School District residents. Students who are not residents of the Haverhill Public Schools are eligible to apply for fall admission or admission during the school year provided they expect to be promoted to the grade they seek to enter by their current school. Nonresident students will be evaluated using the selection criteria contained in this Admission Policy.

IV ORGANIZATIONAL STRUCTURE

Haverhill High School is a public school located in Haverhill, Massachusetts. Haverhill High School is accredited by the New England Association of Schools and Colleges. Haverhill High School is committed to providing quality career [vocational] technical education programs.

It is the responsibility of the Haverhill High School Principal to supervise the administration of the policies and procedures required to admit and enroll applicants in conformity with this Admissions Policy.

Haverhill High School has an Admissions Committee appointed by the Principal. The committee consists of a representatives from administration, guidance, special education, career technical education and academic faculty.

Responsibilities of the Admissions Committee include:

- A. determination of standards for admission
- B. development and implementation of admission procedures
- C. processing of applications
- D. ranking of students
- E. acceptance of students according to the procedure and criteria in the admission policy
- F. establishment and maintenance of a waiting list of acceptable candidates

The Haverhill High School Principal is responsible for disseminating information about Haverhill High School's career [vocational] technical education programs through local school assemblies and press releases, and for collecting applications from students.

V RECRUITMENT PROCESS

1. The Haverhill High School Principal disseminates information about the programs through a variety of methods.
 - a. Visitations with an informational slide presentation to eighth grade classes in local schools from October to December are scheduled.
 - b. An Open House during the fall is scheduled. Prospective students and their parent(s)/guardian(s) have an opportunity to visit all career [vocational] technical programs and speak with teachers as well as view a presentation about all offerings.
 - c. Parent(s)/guardian(s) may schedule individual visits at a mutually convenient time.
 - d. Brochures, which describe career [vocational] technical education programs including academic courses, cooperative education, and special education resources, are distributed during the eighth grade visitations and the Open House.

VI APPLICATION PROCESS

APPLICATION PROCESS - FOR FALL ADMISSION TO THE NINTH OR TENTH GRADE PROGRAMS

1. Students interested in applying for admission to the ninth or tenth grade career [vocational] technical education programs for fall admission must:
 - a. obtain an application from their middle school guidance counselor, Haverhill High School guidance counselor or Haverhill High School website as early in the school year as possible.
 - b. return the completed application form to the middle school guidance counselor or the Haverhill High School guidance counselor by the deadline set by the Haverhill High School Admissions Committee .
2. If incomplete applications are received, the following procedures will be followed:
 - a. The applicant's parent(s)/guardian(s) will be notified by mail or email by the Haverhill High School Admissions Committee.

- b. If the application remains incomplete for ten school days after notifying the parent(s)/guardian(s), the application may be voided.

LATE APPLICATIONS

Applications received after the deadline may not be accepted. If accepted, they will be evaluated using the same criteria as other applications and their composite score will be computed. They will be placed in rank order on a waiting list with other late applications.

TRANSFER STUDENTS

Applications from students who are enrolled in a state-approved (Chapter 74) vocational technical high school program in another school (transfer students) will be considered for admission (including admission during the school year) if they relocate from their current school and wish to pursue the same program of study at Haverhill High School. All transfer applicants must attend an informational meeting at Haverhill High School. Their applications will be evaluated according to the selection criteria contained in this Admissions Policy.

VII SELECTION CRITERIA

The Admission Committee using weighted admissions criteria processes completed applications. Each applicant will be assigned a score derived from the sum of the sub scores of the following criteria:

A. Academic: Maximum 15%

Academic Record Scoring Rubric (15 %)					
Grade Range	84 - 100 (B, B+, A-, A, A+)	74 - 83 (C, C+, B-)	0 - 73 (C-)	60 - 69 (D)	0 - 59 (F)
Points	4	3	2	1	0

Academic Record Score		
Subject	Previous	Current
English		
Social Studies		
Math		
Science		
Total Points = _____ / 32 = _____ %		Academic Score (% x 15) =

For applications to grade 9 (fall admission), the average of grade 7 and terms 1 & 2 grade 8 marks in English, social studies, mathematics and science from the local school report card/transcript are used. For applications to grades 10 (fall admission) the average of the previous school year and terms 1 & 2 of the current school year marks in English, social studies, mathematics and science from the local school report card/transcript are used. For applications to grades 9, 10 (admission during the school year), the average of the previous school year and

current school year to the date of the application marks in English, social studies, mathematics and science from the local school report card/ transcript are used.

B. Attendance: Maximum 10 %

Attendance Record Scoring Rubric (10 %)					
Number of Unexcused	0 - 5	6 - 10	10 - 15	16 - 20	21+
Points	4	3	2	1	0

Attendance Record Score	Previous Grade	Current Grade
Unexcused Absences Score		
Total Points = _____ / 8 = _____ %	Attendance Score (% x 10) =	

For applications to grade 9 (fall admission), the sum of grade 7 and terms 1 & 2 grade 8 unexcused absences from the local school report card/transcript are used. For applications to grades 10 (fall admission), the sum of the previous school year and terms 1 & 2 current school year unexcused absences from the local school report card/transcript are used. For applications to grades 9, 10 (admission during the school year) the sum of unexcused absences of the previous school year and current school year to the date of the application from the local school report card/transcript are used.

C. Discipline/Conduct Record: Maximum 10 %

Discipline/Conduct Record Scoring Rubric (10 %)					
# of Days	0	1-4	5 - 10	11 - 15	16+
Points	4	3	2	1	0

Discipline/Conduct Record Score	Previous Grade	Current Grade
Discipline/Conduct Score		
Total Points = _____ / 8 = _____ %	Discipline/Conduct Score (% x 10) =	

For applications to grade 9 (fall admission), the number of suspensions from grade 7 and terms 1 & 2 grade 8 records from the local school report card/transcript or from the local school Guidance Counselor's assessment are used. For applications to grades 10 (fall admission), the number of suspensions of the previous school year and terms 1 & 2 current school year assessments from the local school report card/transcript or from the Guidance Counselor's assessment are used. For applications to grades 9, 10 (admission during the school year), the number of suspensions from the previous school year and the current school year to the date of the application assessments from the local school report card/transcript or from the local school Guidance Counselor's assessment are used.

D. Guidance Recommendation: Maximum 25%

Guidance Recommendation Scoring Rubric (25 %)					
Excellent	Above Average	Average	Below Average	Poor	
4	3	2	1	0	
Question #1	Question #2	Question #3	Question #4	Total Points= _____ / 16 = _____ %	Guidance Score (% x 25)

E. Student Interview: Maximum 40%

Interview Scoring Rubric (40 %)					
Clearly Evident	Somewhat Evident	Minimally Evident	Not Evident		
3	2	1	0		
Question #1	Question #2	Question #3	Question #4	Total Points = _____ / 12 = _____ %	Interview Score (% x 40)

After scores are given in each area, the points will be calculated according to the weighted percentage for that area. The points are totaled for each applicant. A maximum total of one hundred (100) percent can be earned.

VII SELECTION PROCESS

The Admissions Committee at Haverhill High School will examine, discuss and make recommendations for action on the applicants.

The Admissions Committee considers academics, attendance, discipline/conduct, guidance recommendation and interview results. Applications are reviewed, processed and assigned points by grade level.

After a percentage total for each applicant has been determined, all applicants are placed in order of their "percentage total". Applicants are then accepted in order of the percentage total they have achieved. The applicant with the highest percentage total is accepted first, the applicant with the second highest percentage total is accepted second, and so on until all seats are filled. All applicants are accepted, declined, or placed on a waiting list. If openings occur, the seats are filled by accepting applicants from the waiting list. These applicants, like those accepted earlier, are accepted in order of their place on the waiting list determined by the total percentage given according to the selection criteria. If an acceptance is declined, admission is offered to the next applicant on the waiting list.

All applicants whose applications are received by the Haverhill High School Admissions Committee by the application deadline will be notified of their status by a letter to their parents/guardians and their local school guidance counselor by a date set on the HPS calendar. Applicants whose applications are not received by Haverhill High School's Admissions Committee by the application deadline will receive a letter each school quarter informing them of their status.

VIII REVIEW and APPEALS

The applicant's parent(s)/guardian(s), upon receipt of a letter from Haverhill High School indicating that the applicant was not accepted or was placed on a waitlist for a particular program, may request a review of the decision by sending a letter requesting a review to the Principal of Haverhill High School within thirty days of the receipt of the rejection/wait list letter. The Principal will respond in writing to the letter with the findings of the review within thirty days.



Haverhill High School

Career Technical Education

Application Scoring Rubric

Applicant's Name: _____

Date: _____

Reviewer name: _____

Demographic Incomplete	<input type="checkbox"/> Complete	<input type="checkbox"/> Incomplete
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Academic Record Scoring Rubric (15 %)

Grade Range	84 - 100 (B, B+, A-, A, A+)	74 - 83 (C, C+, B-)	0 - 73 (C-)	60 - 69 (D)	0 - 59 (F)
Points	4	3	2	1	0

Academic Record Score

Subject	Previous	Current
English		
Social Studies		
Math		
Science		
Total Points = _____ / 32 = _____ %	Academic Score (% x 15) =	

Attendance Record Scoring Rubric (10 %)

Number of Unexcused	0 - 5	6 - 10	10 - 15	16 - 20	21+
Points	4	3	2	1	0

Attendance Record Score

Unexcused Absences Score	Previous Grade	Current Grade
Total Points = _____ / 8 = _____ %	Attendance Score (% x 10) =	

Discipline/Conduct Record Scoring Rubric (10 %)

# of Days	0	1-4	5 - 10	11 - 15	16+
Points	4	3	2	1	0

Discipline/Conduct Record Score	Previous Grade	Current Grade
Discipline/Conduct Score		
Total Points = _____ / 8 = _____ %	Discipline/Conduct Score (% x 10) =	

Guidance Recommendation Scoring Rubric (25 %)

Excellent	Above Average	Average	Below Average	Poor
4	3	2	1	0

Guidance Recommendation Score

Question #1	Question #2	Question #3	Question #4	Total Points= _____ / 16 = _____ %	Guidance Score (% x 25)

Interview Scoring Rubric (40 %)

Clearly Evident	Somewhat Evident	Minimally Evident	Not Evident
3	2	1	0

Interview Score

Question #1	Question #2	Question #3	Question #4	Total Points = _____ / 12 = _____ %	Interview Score (% x 40)

Applicant Score

Decision

Accepted

Waitlisted

Denied



Haverhill High School

Career Technical Education

CTE Application - Check Sheet

Haverhill High School admits students and makes available to them its advantages, privileges and courses of study without regard to race, color, sex, religion, national origin, sexual orientation or disability. Haverhill High School has a published admissions policy that is available to all applicants and parent(s)/guardian(s) as part of the admissions process. The policy can be found on the HHS website under the CTE link and gives the admissions criteria, as well as a description of the entire admissions process. This application form must be completed and submitted to the Haverhill High School CTE Program by the date specified in the Haverhill Public Schools calendar. In addition to this application form, the applicant's current guidance counselor will submit academic, attendance and discipline records to be used as a basis for admission. For fall admission, this would be terms 1 & 2 of the current school year and terms 1-4 of the previous school year. In addition to grades, attendance and discipline/conduct, the current guidance counselor's recommendation on a form provided by Haverhill High School will be used. A fifth criteria consisting of an interview with the applicant will also be used.

The application process is:

1. Fill out and return the application.
2. Request (a) academic, attendance and discipline records and (b) a letter of recommendation from your guidance counselor.
3. A representative from the Haverhill High School will contact you to schedule a personal interview.
4. Admission decisions will be sent out on before the start of school.

Application Packet: Please complete the following items.

△	Part 1: Student Application Fill in the required student information and attach an essay describing your interest in the field for which you are applying. Completed applications should be sent to: Haverhill High School Attn: CTE Admissions Committee 137 Monument Street Haverhill, MA 01832
△	Part 2: Guidance Counselor Section Applicants must submit this section to their current guidance counselor.
△	Part 3: Authorization to Release Records Your current guidance counselor must send your previous and current academic, attendance and discipline records to CTE program director at Haverhill High School. Use this page to request the records.
△	Part 4: Interview Questions This section provides a list of the interview questions that will be asked of each applicant. Refer to these in preparation for your interview.



Haverhill High School

Career Technical Education

Application for Admission

Part 1: Student Application

Student Information

Please indicate your program of interest.

☐ Health Occupations ☐ Programming & Web Development ☐ NAF Academy of Information Technology

Last Name

First Name

Home Street Address

City

State

Zip

Home:

Cell:

Text: Y or N

E-Mail Address

DOB

Current School

Guidance Counselor

Have you applied to a vocational/technical school (e.g. Whittier Voc/Tech)? ☐ Yes ☐ No

If yes, what is the status of your application? ☐ Applied/Accepted ☐ Applied/Denied ☐ Other

Parent/Guardian Information

Check one: ☐ Mother/Female Guardian ☐ Father/Male Guardian

Last Name

First Name

Home Street Address

City

State

Zip

Home:

Cell:

Text: Y or N

E-Mail Address

Parent/Guardian Information

Check one: ☐ Mother/Female Guardian ☐ Father/Male Guardian

Last Name

First Name

Home Street Address

City

State

Zip

Home:

Cell:

Text: Y or N

E-Mail Address

(student signature)

(parent/guardian signature)



Haverhill High School

Career Technical Education

Application for Admission

Voluntary Information Section

The information requested in this section is not required for admission. Submission of the information is entirely voluntary. Information submitted voluntarily by the applicant will not affect the applicant's admission to the school. The information, if supplied, will be used for monitoring equal educational opportunity in the school district. In addition, note that applicants with disabilities may voluntarily self-identify for the purpose of requesting reasonable accommodations during the entire application and admission process. Applicants who are English language learners or limited English proficient may voluntarily self-identify for the purpose of receiving interpretive services during the entire application and admission process.

Gender

☐ Male ☐ Female

Do you have a physical disability?

☐ Yes ☐ No If yes, will you need assistance in completing this application? ☐ Yes ☐ No

Are you eligible for special education services?

☐ Yes ☐ No If yes, will you need assistance in completing this application? ☐ Yes ☐ No

Do you possess limited English proficiency or are you an English language learner?

☐ Yes ☐ No If yes, will you need assistance in completing this application? ☐ Yes ☐ No

Are you eligible for free/reduced lunch? ☐ Yes ☐ No ☐ Unsure

Do you require any accommodations to complete this application or the admission process?

☐ Yes ☐ No If yes, please explain.

What language is regularly spoken at home?

Race (Check all that apply.)

- ☐ African American / Black
- ☐ American Indian / Alaskan Native
- ☐ Asian
- ☐ Native Hawaiian / Pacific Islander
- ☐ Hispanic / Latino
- ☐ Non-Hispanic or Latino
- ☐ White

What access do you have to computers and Internet?

- ☐ At home
- ☐ At the public library
- ☐ Smartphone/Mobile Device
- ☐ Unable to access



Haverhill High School

Career Technical Education

Application for Admission

Part 2: Guidance Counselor Section

Applicant's Name: _____

Date: _____

Guidance Counselor: _____

CTE Program

___ Health Occupations

___ Programming & Web Development

___ NAF Academy of IT

How long have you known the
applicant and in what capacity?

Academic Record		Previous Grade: ____	Current Grade: ____
	English		
	Social Studies		
	Mathematics		
	Science		

Attendance Record		Previous Grade: ____	Current Grade: ____
	# of Unexcused Absences		

Discipline / Conduct Record	In the previous or current grade, has the applicant been suspended or expelled from school for assault; violations of weapons or drug regulations; or for posing a danger to other students? ____ Yes ____ No		
	# of Suspension Days	Previous Grade: ____	Current Grade: ____
	In-School		
	Out of School		



Haverhill High School

Career Technical Education

Application for Admission

<i>Please assess the applicant in the following areas.</i>	Excellent	Above Average	Average	Marginal	No Opportunity to Observe
Please rate the applicant's level of interest in this CTE program.	△	△	△	△	△
If needed, provide evidence to support your rating.					
What level of alignment exists between the applicant's educational and career goals and this CTE program.	△	△	△	△	△
If needed, provide evidence to support your rating.					
Rate the applicant's motivation to complete assignments and ability to follow-through tasks to completion.	△	△	△	△	△
If needed, provide evidence to support your rating.					
Rate the applicant's ability to work effectively as part of a team.	△	△	△	△	△
If needed, provide evidence to support your rating.					

Signature: _____

Date: _____

Recommendations should be sent to:

Haverhill High School

Attn: CTE Admissions Committee

137 Monument Street

Haverhill, MA 01832



Haverhill High School

Career Technical Education

Application for Admission

Part 3: Authorization to Release Records

Student's Name: _____ (Last, First MI)

I hereby authorize _____ to release the Grade 7 and Grade 8
(name of school)

academic, attendance and discipline/conduct records for the student named above. I give permission for said records to be sent to the appropriate representative or office at Haverhill High School to be used as part of the student's official application to a career technical education program.

I understand that this request:

- will be in effect until terminated by me in writing;
- may be fulfilled by the sending school orally or using printed or electronic documents.

I hereby certify that I am this student's legal parent or guardian and I have read and understand the above stipulations.

(Parent/Guardian print name)

(date)

(Parent/Guardian signature)

(Student signature)

Records should be sent to:

Haverhill High School

Attn: CTE Admissions Committee

137 Monument Street

Haverhill, MA 01832



Haverhill High School

Career Technical Education

Application for Admission

Part 4: Interview Questions

Each applicant will be asked the first three questions and rated according to the how effectively they respond to the prompt.

1. Why do you want to enroll in this CTE program?

Evidence: Applicant is able to clearly articulate an interest in the program.

☐ clearly evident (3) ☐ somewhat evident (2) ☐ minimally evident (1) ☐ not evident (0)

2. What interests you about this field or program? Feel free to tell us about any projects, hobbies or volunteer work that demonstrates your curiosity or interest.

Evidence: Applicant is able to clearly articulate interest in the field and/or identify projects, clubs, hobbies, volunteer work that are appropriately aligned with the program.

☐ clearly evident (3) ☐ somewhat evident (2) ☐ minimally evident (1) ☐ not evident (0)

3. What do you hope to gain from this program? In simple terms, consider what you hope to be able to do or accomplish in this field.

Evidence: Applicant is able to articulate a desired goal within the appropriate field. Goals may include earning certificates, attending college or simply solving a problem.

☐ clearly evident (3) ☐ somewhat evident (2) ☐ minimally evident (1) ☐ not evident (0)

4. (Optional) During the interview, you will have an opportunity to clarify or explain any information provided about your academic, attendance or disciplinary/conduct record. (This question will not be scored independently. It will be used to ensure the other sections are scored appropriately.)

sc 6/9/16



30.

From: **Scott Wood** scottwood5883@gmail.com

Subject: **Agenda item**

Date: **May 31, 2016 at 10:30 PM**

To: **Sven Amirian** sven.amirian@haverhill-ps.org

Cc: **Cassano, Beverly** bcassano@haverhill-ps.org, **Shaun T.** shaunmcneaney@earthlink.net, **Mayor - James Fiorentini** mayor@cityofhaverhill.com, **Wood, Scott** swood@haverhill-ps.org, **Magliocchetti, Paul** pmagliocchetti@haverhill-ps.org, **Jim Scully** jscully@haverhill-ps.org, **Maura Ryan-Ciardiello** mryan-ciardiello@haverhill-ps.org, **Sullivan, Gail** gail.sullivan@haverhill-ps.org

Can you please put an item on the agenda for me. I'll be introducing Mr. James McCarty to speak about "save our public schools" He has spoken at numerous school committee meeting throughout the state recently and contacted me.

Thanks

Scott

Resolution Against Lifting the Cap on Commonwealth Charter Schools

WHEREAS, free public schools available to all students regardless of income, ability, need or English language proficiency are foundational to our democracy; and

WHEREAS, all of our students deserve high-quality public schools that teach the whole child, providing enrichment and addressing social and emotional needs in addition to core academic subjects; and

WHEREAS, local accountability for our public schools is necessary to ensure that schools are responsive to the needs of their communities; and

WHEREAS, Haverhill is losing \$2,807,927 to Commonwealth charter schools and public school districts across the state are losing more than \$408 million this year alone — a loss of funds that is undermining the ability of districts to provide all students with the educational services to which they are entitled; and

WHEREAS, Commonwealth charter schools are often approved over the objections of a majority of community residents and their elected officials and are not accountable to local elected officials once they are approved; and

WHEREAS, Commonwealth charter schools often fail to serve the same proportion of special needs students, low-income students and English language learners as the districts from which they receive students and often use high suspension rates to drive out students they don't want to serve; and

WHEREAS, the Commonwealth charter school system is creating separate and unequal opportunities for success; and

WHEREAS, lifting the cap on charter schools would greatly worsen the problems listed above and lead to a costly and divisive two-track school system;

THEREFORE, be it resolved that the Haverhill School Committee opposes lifting the cap on Commonwealth charter schools.

SAVE OUR PUBLIC SCHOOLS

SaveOurPublicSchoolsMA.com

Save Our Public Schools is a grassroots organization of Massachusetts families, parents, educators and students supported by the Massachusetts Education Justice Alliance, Massachusetts AFL-CIO, New England Area Conference of the NAACP, Jobs With Justice, Citizens for Public Schools, Massachusetts Teachers Association and American Federation of Teachers Massachusetts.

WE ARE COMMITTED TO:

- Ensuring equal educational opportunity for every child;
- Increasing funding to provide high-quality public schools for all children;
- Protect local control over schools;
- Stopping the state from opening additional charter schools that will drain millions more from public education; and
- Less testing and more learning.



Save Our Public Schools was created to oppose the proposed ballot initiative to lift the charter school cap in Massachusetts. Our public schools cannot afford to lose vital funding while we are seeing programs cut and activities reduced.

SUMMARY OF BALLOT QUESTION TO RAISE THE CAP ON CHARTER SCHOOLS

- Each year the state could approve up to 12 new charter schools or expand existing charter schools, without the approval of local communities or their school committees.
- There is no limit to the number of charter schools that could open in a single community at the same time.
- The ballot question could take as much as \$100 million more in taxpayer money from Massachusetts public schools every single year.
- The ballot language gives priority to charter schools or expansion of existing charter schools where “demonstrated parent demand for additional public school options is greatest” but does not define how this demand will be determined.
- If the state receives fewer than 12 charter applications in a single year from “priority” districts, new charter schools could open in any community in the state, regardless of the district’s test scores, waitlist numbers, or the level of community support for charter schools.

- Studies also show that many charter schools have high suspension rates that ultimately push out students, often for minor infractions.
- They also lose many students along the way and often do not take in new students to fill those slots despite claiming to have long waiting lists. A study of charter high schools in Boston showed that only 40 percent of those enrolled as freshmen made it to graduation, compared to 80 percent of those enrolled in the Boston Public Schools.

Rather than innovate, most charters focus on test prep

Charter schools were originally intended to serve as places for new ideas to emerge and then be shared. A state auditor's report concludes "DESE has not developed an effective process to ensure the dissemination and replication of charter school best practices to other Massachusetts public schools."

- Far from being innovative, many charters rely on direct instruction, a traditional form of education in which teachers follow a tightly scripted curriculum geared to increasing test scores among a compliant student population, not to encouraging inquiry.
- The tightly controlled atmosphere in charter schools may in part explain why charter school students struggle in college. According to a 2015 report by the Boston Opportunity

Agenda, students who graduated from the BPS had a greater chance of success in college, with 50 percent of BPS high school graduates — but only 42 percent of Boston charter high school graduates — obtaining a college degree within six years.

"The 27 Boston Public high schools are making tremendous progress on college completion."

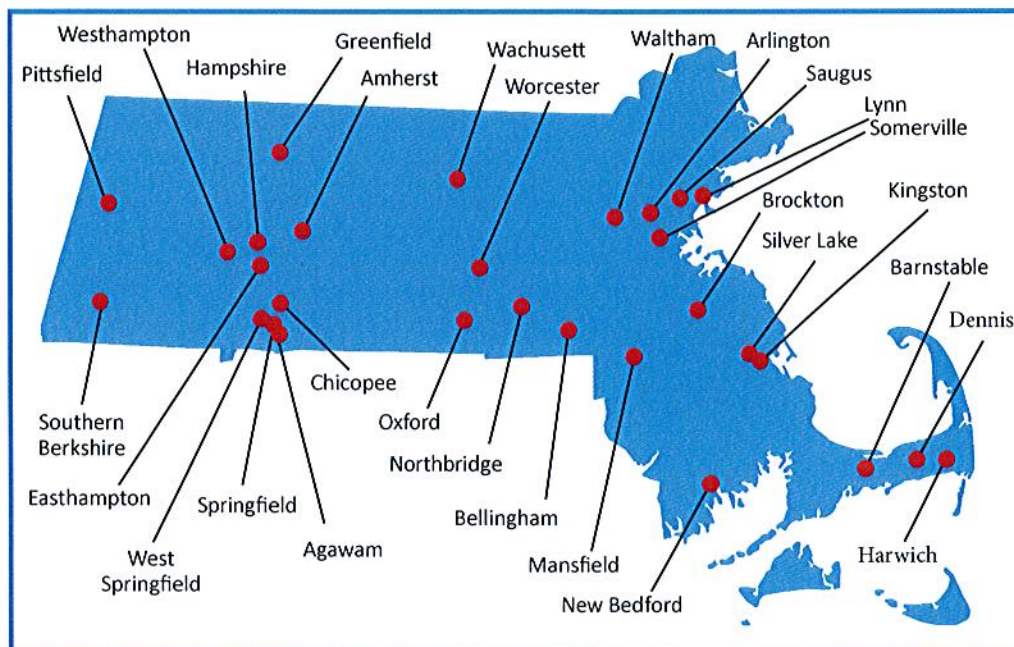
— Boston Opportunity Agenda
2015 Annual Report

Instead of sending money to privately run charters, we need to invest in our public schools.

- 16,000 young children are on waiting lists for early childhood education.
- We need to invest in science, technology, engineering and math (STEM) education to create opportunity for all our children.
- *We should also focus on* enrichment programs and classes, including art, music, physical education, foreign languages and AP courses.

LOCAL RESOLUTIONS

Local authorities are beginning to take a position on the anticipated ballot initiative to lift the cap on charter schools. None have voted to support the ballot question. As of April 2016, those that are on record opposing lifting the cap on charter schools include:



Agawam School Committee
Amherst School Committee
Arlington School Committee
Barnstable School Committee
Bellingham School Committee
Brockton School Committee
Chicopee School Committee
Dennis School Committee
Easthampton City Council
Greenfield School Committee
Hampshire Regional School Committee
Kingston School Committee
Ludlow School Committee
Lynn City Council
Mansfield School Committee
Monomoy Regional School Committee

New Bedford School Committee
Northbridge School Committee
Oxford School Committee
Pittsfield School Committee
Saugus School Committee
Silver Lake Regional School Committee
Somerville School Committee
Springfield School Committee
Southern Berkshire Regional School Committee
Waltham School Committee
Wachusett Regional School Committee
Westhampton School Committee
West Springfield School Committee
Worcester City Council
Worcester School Committee

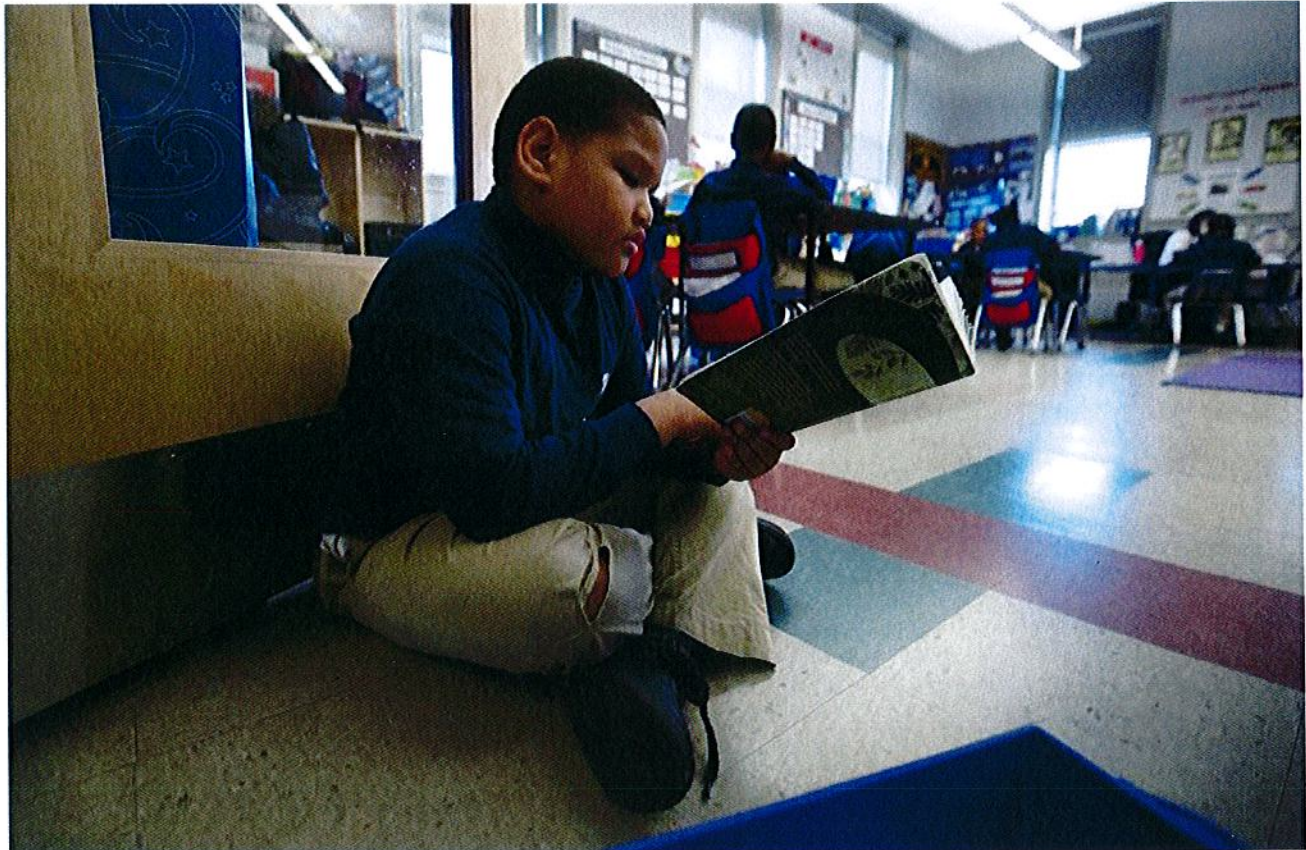
Get involved by visiting our website at saveourpublicschoolsma.com

Paid for by the Campaign to Save Our Public Schools

www.saveourpublicschoolsma.com ♦ P.O. Box 15 ♦ BOSTON, MA 02137

CAPITAL SOURCE

Fifty school committees come out against charter school expansion



PAT GREENHOUSE/GLOBE STAFF

Second-grader Giovany Fernandes got comfortable in the doorway during independent reading time at the Brooke Charter School in Mattapan.

By David Scharfenberg | GLOBE STAFF MAY 26, 2016

There is a rumbling in the hinterland.

At least 50 local school committees have come out against a push to allow more charter schools in Massachusetts, according to a tally from the

Officials from Revere to Worcester to Greenfield have penned letters to legislators and newspaper editors, or passed resolutions calling for a moratorium on opening new charters.

Among the concerns: Charters drain money from traditional public schools and aren't required to hire licensed teachers.

A letter from Revere school committee members warned of “slyly crafted language” in charters’ recruitment plans that allow them to exclude the toughest-to-educate students.

And a Wareham school committee member called charters “blood-sucking,” the Wareham Courier reported, before voting for a resolution opposing a proposed ballot question to lift a state-imposed cap on charters.

“Educators are enraged,” said Glenn Koocher, executive director of the Massachusetts Association of School Committees, summing up the general sentiment among traditional public schools types.

Koocher, though, said his association and individual school committees are barred from spending money in the fall ballot fight.

In a campaign expected to draw millions in spending, then, it's unclear if voters will hear the school committee rumblings.

David Scharfenberg can be reached at david.scharfenberg@globe.com. Follow him on Twitter [@dscharfGlobe](https://twitter.com/dscharfGlobe)

SHOW 56 COMMENTS

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11/11/17 359K

Recommended for you

From: **Scully, James** jscully@haverhill-ps.org
Subject: **Re: Agenda item**
Date: **May 31, 2016 at 10:01 AM**
To: **Amirian, Sven** sven.amirian@haverhill-ps.org
Cc: **Ryan-Ciardiello, Maura** mryan-ciardiello@haverhill-ps.org, **Cassano, Beverly** bcassano@haverhill-ps.org

\$ 6/9/16

SD.



That will be fine with me....
Jim

On May 31, 2016, at 9:42 AM, Amirian, Sven <sven.amirian@haverhill-ps.org> wrote:

Jim,

I'd like to introduce Janet Begin at the next SC meeting to briefly discuss her Montessori school initiative. Formerly the Urban Village Montessori, the new school will now be called the Wildflower Montessori because of an initiative with MIT. She would like to personally invite the members to the ribbon cutting on June 16 and purpose and goals of the new school.

Regards,

Sven

sc 6/9/14



From: **Amirian, Sven** sven.amirian@haverhill-ps.org

Subject: **Agenda item**

Date: **May 31, 2016 at 10:35 AM**

To: **Amirian, Sven** sven.amirian@haverhill-ps.org, shauntoohey@earthlink.net, **Ryan-Ciardello, Maura** mryan-ciardello@haverhill-ps.org, **Wood.Scott** swood@haverhill-ps.org, **Magliocchetti.Paul** pmagliocchetti@haverhill-ps.org, **Sullivan, Gail** gail.sullivan@haverhill-ps.org, **Cassano, Beverly** bcassano@haverhill-ps.org, **Mayor - James Fiorentini** mayor@cityofhaverhill.com, **Scully, James** jscully@haverhill-ps.org

(3p).

Jim,

I'd also like to introduce Tracy Fuller from the YMCA to discuss a new program they are rolling out called Active Science. This program is designed to enhance youth physical activity and educational achievement at the Y.

Regards,

-Sven

Bert

City of Haverhill Massachusetts

Fiscal Year: 2015-2016

LEA Warrant

Invoice	Vendor	Total	EV 20160610
5/16 LAX JV, V	Andrew Spinali	\$134.00	
5/23/16 VB	Annette Romano	\$132.00	
325	Ariel Nelson	\$1,400.00	
323	Ariel Nelson	\$1,400.00	
327492	Arrow Paper Corp	\$275.56	
16312	Assabet Valley Collaborative	\$8,567.00	
28724070758X 4/-FY16	AT&T Mobility	\$264.16	
15702	Bay-State Electric Motor Co Inc	\$360.00	
1021226	Behavioral Ed Assess & Consultation Inc	\$461.25	
52573	Beverly School for the Deaf	\$7,491.33	
52651	Beverly School for the Deaf	\$8,851.08	
52621	Beverly School for the Deaf	\$8,851.08	
52580	Beverly School for the Deaf	\$8,851.08	
10471	Brandon	\$5,400.99	
5/6/16 LAX	Brian Harrison	\$78.00	
SCH20024	Canobie Lake Park	\$1,552.75	
12810043	Cara Kane	\$37.35	
CZF2068	CDW Government Inc	\$496.50	
2623	Central Mass Special Ed Collaborative	\$7,500.00	
1559	Central Square Therapy Associates	\$6,525.00	
Assabet Tech HS	Christine McAuliffe	\$55.55	
072916HAV	Chunkys Cinema Pub	\$459.60	
5/9/16 LAX	Cindy Shoer	\$134.00	
5/4,11 SB	Clifford McLaughlin	\$123.00	

City of Haverhill Massachusetts

Fiscal Year: 2015-2016

LEA Warrant

Invoice	Vendor	Total
16-0007455	Collaborative for Regional Ed Services	\$4,080.00
16-0007672	Collaborative for Regional Ed Services	\$4,488.00
16-0007671	Collaborative for Regional Ed Services	\$4,488.00
16-0007435	Collaborative for Regional Ed Services	\$204.88
16-0007449	Collaborative for Regional Ed Services	\$4,080.00
16-0007448	Collaborative for Regional Ed Services	\$4,080.00
16-0007440	Collaborative for Regional Ed Services	\$8,872.00
16-0007438	Collaborative for Regional Ed Services	\$5,740.00
3760013797 June FY16	Comcast	\$24.24
3760207381 June FY16	Comcast	\$502.00
0416	CommuniK-9, Inc.	\$1,792.00
2824639	ConEdison Solutions	\$371.68
2824643	ConEdison Solutions	\$110.03
2824645	ConEdison Solutions	\$69.60
2823344	ConEdison Solutions	\$193.83
2823353	ConEdison Solutions	\$6,032.63
2823354	ConEdison Solutions	\$5,040.60
2823358	ConEdison Solutions	\$9,331.35
2823363	ConEdison Solutions	\$300.96
2823367	ConEdison Solutions	\$7,813.73
2821312	ConEdison Solutions	\$1.12
2819237	ConEdison Solutions	\$3,477.62
2813807	ConEdison Solutions	\$1,109.56
2813808	ConEdison Solutions	\$500.27

City of Haverhill Massachusetts

Fiscal Year: 2015-2016

LEA Warrant

Invoice	Vendor	Total
2801171	ConEdison Solutions	\$168.78
April 2016	Cory Cooper	\$50.74
803160	D&P Swimming Pool Construction Inc	\$5,700.00
803149	D&P Swimming Pool Construction Inc	\$735.00
5/11,16 LAX	Daniel Durant	\$212.00
5/11/16 SB	Daniel MacNeil	\$50.00
5/18/16 BB	Daniel Newell	\$78.00
5/20 VB	Daniel Trepanier	\$132.00
5/18/16 BB	Darcy J Young	\$35.00
4/18/16 SB	David Bueno	\$50.00
5/6/16 SB	David Howshan	\$50.00
5/9/16 BB	David Magee Jr.	\$56.00
5/23/16 BB	David Walsh Jr	\$56.00
5/9 thru 5/26/2016	Dawn M Caputo	\$65.09
351694	Delta-T Group	\$1,137.50
Nov 2015	Demoulas Supermarkets Inc	\$900.77
5295	Diamond Athletic Turf Inc	\$741.00
reimburse 5/26/16	Diane I Lemieux	\$138.95
SERVESAFE	DONNA L SIMARD	\$10.00
5/20/16 VB	Douglas Reed	\$132.00
IVC056181	Dr Franklin Perkins School	\$6,110.58
5/6/16 BB	Ed Marcarelli	\$56.00
5/9/16 SB	Edward Geary	\$75.00
5/23/16 BB	Edward Jaracz	\$78.00
DESE Conference	Edward Roberts	\$51.52

City of Haverhill Massachusetts

Fiscal Year: 2015-2016

LEA Warrant

Invoice	Vendor	Total
reimburse 5/16	Edward Roberts	\$24.31
4/15 and 4/17/2016	Elizabeth Beltran	\$126.72
5/20 and 5/22/2016	Elizabeth Beltran	\$126.72
5/18/16 LAX	Elizabeth Briggs	\$134.00
316551	Embree Elevator	\$1,506.80
1119	EMT Corporation	\$3,900.00
5/14/16 LAX	Erica Mayer	\$134.00
1021538	Evergreen Center Inc	\$13,484.40
5/14/16 LAX	F. Matthew LaBranche	\$134.00
5/23/16 BB	Felix Costanza	\$56.00
4/24,5/9 SB	Francis DePinto	\$146.00
5/23/16 LAX	Fred Rheault	\$78.00
Summer Camp FT	Funtown Splashtown	\$1,653.67
052016CP	Futures Clinic	\$9,244.44
50940466	FW Webb Company	\$41.31
15784	Gifford School	\$6,894.51
15755	Gifford School	\$6,894.51
20029	Grace Limousine	\$5,690.00
19471	Grace Limousine	\$4,950.00
5/3/16 SB	Gregory Ray	\$50.00
32332	Harvey Signs	\$975.00
50239	Hastings Floor Covering Inc	\$8,875.00
M53	Haverhill Schools Food Service	\$55.59
M55	Haverhill Schools Food Service	\$150.00
2016 71070	Haverhill Water Department	\$35.00

City of Haverhill Massachusetts

Fiscal Year: 2015-2016

LEA Warrant

Invoice	Vendor	Total
2016 71069	Haverhill Water Department	\$35.00
04003032	Hilton, Barbara	\$60.50
20168	HMF Printing Inc	\$156.75
20169	HMF Printing Inc	\$403.75
20098	HMF Printing Inc	\$320.00
JL 5/12thru8 5/27/16	Hollie Littlefield	\$240.00
EL 5/12 thru 5/27/16	Hollie Littlefield	\$240.00
IVC0005005	James F Farr Academy Inc	\$8,665.65
CellMarch, April FY16	JAMES F SCULLY	\$400.00
Travel MA Supt Meet	JAMES F SCULLY	\$56.70
00302008	Jeannine Dutton	\$27.00
reimburse 5-26-16	JENNIFER STERN	\$12.37
5/3/16 BB	John Hansbury	\$78.00
5/23/16 VB	John Paskowski	\$132.00
275293	JS Printing Inc	\$300.00
5/18/16 LAX	Judy Burke	\$56.00
5/11,13 BB	Justo Rivera	\$140.00
reimburse 5/26/16	Karen Ehresman	\$279.43
reimburse 10-17-15	Katherine Vozeolas	\$137.84
Reimburse 11-3-15	Katherine Vozeolas	\$97.27
Reimburse 12-18-16	Katherine Vozeolas	\$64.41
Reimburse 5-26-16	Katherine Vozeolas	\$191.36
5/11/16 VB	Kati Bengtsson	\$77.00
12811517	Katrina Marino	\$52.90

City of Haverhill Massachusetts

Fiscal Year: 2015-2016

LEA Warrant

Invoice	Vendor	Total
5/20/16 LAX	Kelly Jenkins	\$56.00
5/23/16 LAX	Kenneth Kidik	\$78.00
4/18/16 SB	Kevin Callagy	\$50.00
12805546	Kim Emanouil	\$36.75
BSEA	Kyle Riley	\$79.75
Blackstone Tech	Kyle Riley	\$69.92
Whittier Voc	Kyle Riley	\$5.18
Opportunity Work	Kyle Riley	\$3.11
AASA 2/10-2/12/2016	Kyle Riley	\$604.50
Whittier meeting	Kyle Riley	\$5.18
Whittier Voch Meetin	Kyle Riley	\$5.18
Crest Collaborative	Kyle Riley	\$13.34
Sped Appeals	Kyle Riley	\$41.75
MASC Conference	Kyle Riley	\$122.94
SPED Directors Con	Kyle Riley	\$48.42
Lyons and Rogers	Kyle Riley	\$25.42
SPED Directors	Kyle Riley	\$3.11
SPED Conference	Kyle Riley	\$57.73
Crest Collab	Kyle Riley	\$10.12
044679	Lahey Health Behavioral Services	\$4,210.92
044683	Lahey Health Behavioral Services	\$3,408.84
044683-A	Lahey Health Behavioral Services	\$802.08
42407	Lakeside Motors	\$592.40
44141	Lakeside Motors	\$893.94

City of Haverhill Massachusetts

Fiscal Year: 2015-2016

LEA Warrant

Invoice	Vendor	Total
NA071516	Laser Craze	\$866.00
reimburse 1/15/16	Laura Mayer	\$162.47
reimburse 5-26-16	LAURIE A MOORADIAN	\$121.45
5/23 thru 5/27/2016	Laurie Jaynes	\$272.70
4/11 thru 5/12/2016	Laurie Lyons	\$320.00
5/6,9,18 BB	Lawrence Bairstow	\$168.00
000384	League School of Greater Boston	\$14,250.08
2011	Leisure Line	\$510.00
0516053-E	Lighthouse School Inc	\$8,144.85
0516053-D	Lighthouse School Inc	\$8,144.85
0516053-C	Lighthouse School Inc	\$8,144.85
0516053-B	Lighthouse School Inc	\$8,144.85
0516053-A	Lighthouse School Inc	\$8,144.85
0516053	Lighthouse School Inc	\$8,144.85
5/18/16 BB	Linda McCarthy	\$56.00
00803041	Lisa Coe	\$27.40
5/11 LAX	Lloyd Hamovit	\$78.00
5/20/2016	London Livery	\$570.00
5/16/16	Lucos Transportation LLC	\$1,500.00
0051	Lucos Transportation LLC	\$1,200.00
3/3 thru 4/28/2016	Maria Anzalone	\$240.00
12804273	Maria Capomaccio	\$30.00
5/9, 11, 16/16 SB	Mark Collins	\$198.00
Invoice 2116	Matt Roberts	\$350.00
5/16/16 VB	Maureen Hovnanian	\$132.00
610987	May Institute	\$8,017.38

City of Haverhill Massachusetts

Fiscal Year: 2015-2016

LEA Warrant

Invoice	Vendor	Total
610972	May Institute	\$8,017.38
172976	Medford Wellington Service	\$455.93
172977	Medford Wellington Service	\$176.50
0018985-IN	Melmark Inc	\$255.00
0019009-IN	Melmark Inc	\$564.00
0018830-IN	Melmark Inc	\$25,536.25
0018829-IN	Melmark Inc	\$20,999.71
0018908-IN	Melmark Inc	\$800.00
0018828-IN	Melmark Inc	\$9,541.56
0018827-IN	Melmark Inc	\$9,541.56
5/11/16 BB	Michael Lynch	\$78.00
21542	Milestones Inc	\$8,715.42
5/2 thru 5/27/16	Mirca Mejias	\$1,411.20
27627-01004 May FY16	National Grid - Electric	\$2,119.69
40634-36004 May FY16	National Grid - Electric	\$59.62
26472-98004 Apr FY16	National Grid - Electric	\$96.22
53080-13000 May FY16	National Grid - Electric	\$298.54
28206-92002 May FY16	National Grid - Electric	\$3,398.02
40620-80008 May FY16	National Grid - Electric	\$237.14
78040-41000 May FY16	National Grid - Electric	\$2,720.81
03407-66001 May FY16	National Grid - Electric	\$148.35
15177-66005 May FY16	National Grid - Electric	\$8.31
40028-22090 Apr FY16	National Grid/Gas	\$633.34

City of Haverhill Massachusetts

Fiscal Year: 2015-2016

LEA Warrant

Invoice	Vendor	Total
40024-19030 May FY16	National Grid/Gas	\$43.31
40020-15130 May FY16	National Grid/Gas	\$114.72
40128-13340 May FY16	National Grid/Gas	\$378.91
40048-21540 May FY16	National Grid/Gas	\$44.34
40042-22480 May FY16	National Grid/Gas	\$200.02
40036-20950 May FY16	National Grid/Gas	\$261.56
40138-19400 May FY16	National Grid/Gas	\$193.80
40028-10070 May FY16	National Grid/Gas	\$388.55
40138-14650 May FY16	National Grid/Gas	\$304.20
40042-24912 May FY16	National Grid/Gas	\$418.41
40028-10060 May FY16	National Grid/Gas	\$46.77
40024-19750 Apr FY16	National Grid/Gas	\$1,073.72
40024-19050 May FY16	National Grid/Gas	\$595.54
HAV0516	New England Academy	\$6,350.40
5/16/16 VB	Nicholas Lowery	\$132.00
5/16/16 BB	Nicholas Mazzone	\$56.00
5/6/16 LAX	Nick Pinciario	\$78.00
Mileage 5/16-5/20/16	Nicole Williams	\$256.05
Hourly 5/16-5/20/201	Nicole Williams	\$292.95
Mileage 5/9-5/13/16	Nicole Williams	\$288.90
Hourly 5/9-5/13/2016	Nicole Williams	\$301.80
16044	NRT Bus Inc	\$86,057.10

City of Haverhill Massachusetts

Fiscal Year: 2015-2016

LEA Warrant

Invoice	Vendor	Total
16075	NRT Bus Inc	(\$2,322.00)
SERVESAFE	Patricia M Corthell	\$10.00
12809762	Paul Cowley	\$69.60
5/9/16 SB	Paul LaFond	\$50.00
10690474	Pearson Education	\$78.30
051177	Perkins School for the Blind	\$260.00
5/6/16 LAX	Peter Darrigo	\$84.00
5/6/16 SB	Philip Cultrera	\$73.00
5/12/16 LAX	Phillip Orlandella	\$78.00
330506166 May FY16	Pitney Bowes	\$134.44
3300508006 May FY16	Pitney Bowes	\$134.44
3300510905 MayFY16	Pitney Bowes	\$134.44
3300368620 Apr FY16	Pitney Bowes	\$134.44
3300407627 AprilFY16	Pitney Bowes	\$134.44
3300385453 AprFY16	Pitney Bowes	\$134.44
785443	Por-Shun Inc	\$43.32
30362	Professional Software for Nurses Inc	\$3,725.00
25886	R & R Trophy and Awards Corp	\$550.40
12814002	Rachel Gilbert	\$179.90
reimburse 5-25-16	Rae Anne Hallahan	\$110.31
5/20/16 LAX	Reid Lavoie	\$134.00
4/24,5/9 SB	Rey Serrano	\$146.00
5/3/16 BB	Richard Galvin	\$78.00
5/23/16 LAX	Richard T Ring	\$56.00

City of Haverhill Massachusetts

Fiscal Year: 2015-2016

LEA Warrant

Invoice	Vendor	Total
5/20/16 LAX	Richard Tremblay	\$78.00
5/11/16 VB	Robert Bond	\$77.00
5/6,20 SB	Robert DeBenedetto	\$125.00
5/18,23 BB	Robert DelPonte	\$156.00
5/13/16 SB	Robert Ferreira	\$75.00
5/23/16 SB,FT,BKB&G	Robert OReal	\$336.00
5/6/16 BB	Robert Prunier	\$78.00
5/12/16 LAX	Robert Zuccaro	\$78.00
5/18/16 LAX	Robin Valpone	\$78.00
5/6/16 BB	Ronald Annand	\$78.00
5/13,23 BB	Rory Gustison	\$112.00
18	Sallie Pettengill	\$180.00
13152453	Scholastic Book Fairs	\$2,809.97
Course4/22 - 4/24/16	School Transportation Asso. of Ma.	\$495.00
61164	SEEM Collaborative	\$5,768.70
5/9-23 VL,VB,LX	Shannon Pettis	\$342.50
75587721	SiteOne Landscape Supply LLC	\$218.42
322820	Spark Energy Gas, LLC	\$45.91
322819	Spark Energy Gas, LLC	\$52.13
322822	Spark Energy Gas, LLC	\$370.33
322817	Spark Energy Gas, LLC	\$195.28
322818	Spark Energy Gas, LLC	\$643.41
322653	Spark Energy Gas, LLC	\$1,631.46
322649	Spark Energy Gas, LLC	\$326.76
322654	Spark Energy Gas, LLC	\$50.57

City of Haverhill Massachusetts

Fiscal Year: 2015-2016

LEA Warrant

Invoice	Vendor	Total
322659	Spark Energy Gas, LLC	\$484.70
322658	Spark Energy Gas, LLC	\$791.23
322186	Spark Energy Gas, LLC	\$2,169.07
318117	Spark Energy Gas, LLC	\$5,613.27
183,014	St Anns Home	\$5,764.08
183,043	St Anns Home	\$5,764.08
183,002	St Anns Home	\$2,153.99
5/4/16 SB	Stephen L. Misserville	\$50.00
5/11/16 BB	Stephen Martinelli	\$78.00
5/16/16 BB	Stephen Piecuch	\$56.00
5/6,11 SB	Stephen Szettella	\$123.00
0103891-IN	The Durkin Company	\$168.10
228845	Therapy Shoppe Inc	\$158.36
5/23/16 BB	Thomas Benning	\$56.00
5/23/16 LAX	Thomas Bracken	\$56.00
5/20/16 BB	Timothy McGonagle	\$84.00
1001416	Treasure Tee's	\$510.15
ELE Travel	TRILLA, GRACIELA	\$561.23
1609334	Valley Collaborative	\$4,344.00
1609332	Valley Collaborative	\$3,624.00
1609330	Valley Collaborative	\$3,624.00
5087032638 May FY16	Verizon - 15124	\$38.80
360019 4/15thru 4/16	VNA Care Network	\$400.00
45615	Water Country	\$1,039.60
16-1478	WestEd	\$8,800.00
9039	Whitney Academy Inc	\$9,861.41

City of Haverhill Massachusetts

Fiscal Year: 2015-2016

LEA Warrant

Invoice	Vendor	Total
8932	Whitney Academy Inc	\$9,543.30
8837	Whitney Academy Inc	\$9,861.41
8836	Whitney Academy Inc	\$1,272.44
5/9/16 LAX	William Benson	\$134.00
5/3/16 SB	William Letourneau	\$50.00
PB-16-422	Willow Hill School	\$5,658.20
May - June 2016	Xanthe Abreu	\$2,454.00
July 13 2016	Yorks Wild Kingdom	\$456.00
July 14 2016	Zoo New England	\$100.00
Reimub	Zoraida A Jordan	\$89.27
Grand Total:		\$624,015.58

End of Report

Ben

City of Haverhill Massachusetts

Fiscal Year: 2015-2016

LEA Warrant

Invoice	Vendor	Total	EV 20160610A
2065	Coppola Bus Inc	\$1,815.00	
2016	Coppola Bus Inc	\$1,110.00	
2017	Coppola Bus Inc	\$2,220.00	
2018	Coppola Bus Inc	\$1,110.00	
2020	Coppola Bus Inc	\$888.00	
2021	Coppola Bus Inc	\$1,776.00	
2022	Coppola Bus Inc	\$888.00	
Y215186	Fantini Baking Company Inc	\$23.99	
Y214743	Fantini Baking Company Inc	\$24.17	
Y212908	Fantini Baking Company Inc	\$53.20	
Grand Total:		\$9,908.36	
End of Report			



*Haverhill Public Schools
Office of the Superintendent*

sc 6/9/16

JC.

June 7, 2016

Dear Members of the School Committee:

On August 14, 2014, the food service contract with Whitsons New England was approved.

Enclosed is a memorandum from Purchasing Director Orlando Pacheco indicating Whitsons desire for a one year extension.

It is my recommendation that the one year extension be approved by the School Committee.

Sincerely,

*James F. Scully
Superintendent of Schools*



Haverhill

Purchasing Department, Room 105
Phone: 978-374-2309 Fax: 978-521-4348
purchasing@cityofhaverhill.com

MEMO

To: James F. Scully, Supt. of Schools
From: Orlando Pacheco, Purchasing Director *OP*
Re: Extension of Food Service Management Company Contract
Date: June 6, 2016

In accordance with Section 3 Paragraph 1 of the Food Service Agreement (RFP 024.14) the School Committee, at its sole discretion, may extend the contract for up to four (4) additional one (1) year terms. Whitsons New England has expressed a desire for an additional 1 year extension.

The agreement, which has been approved by the Department of Elementary and Secondary Education, would extend through June 30th, 2017.

Should the School Committee approve an extension, a copy of the meeting minutes and correspondence to Whitsons New England should be provided to DESE for their file.

Please do not hesitate to contact me with any questions or concerns.

Encl:

Articles of Agreement

7/17/14 Letter from DESE



City Of Haverhill
Articles of Agreement

Food Service Agreement
RFP024.14

THIS FOOD SERVICE AGREEMENT ("Agreement") is made as of June __, 2014, by and between the Haverhill Public Schools (the "School Food Authority" or "SFA"), having a principal place of operations at 4 Summer Street, Haverhill Massachusetts 01830, and Whitsons New England, Inc., 1800 Motor Parkway, Islandia, NY 11749 ("Whitsons" or "FSMC"), collectively the "Parties".

WITNESSETH:

WHEREAS, the SFA has advertised for and has solicited proposals for the purpose of managing and operating the Food Service Program for the SFA's students, employees, visitors and guests at its premises located at all of the campuses within the jurisdiction of the SFA (collectively, the "Facility"). And whereas FSMC submitted a proposal ("FSMC Proposal") and was selected as the successful vendor in the proposal process, and whereas the parties agree that the terms and conditions for providing such services shall be incorporated into a written agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, acknowledged by each of the parties to be satisfactory and adequate, FSMC and the SFA agree as follows:

I. Purpose of the Agreement

- Appointment of FSMC. The SFA hereby retains FSMC and grants to FSMC the exclusive right to provide and manage the SFA's food service program at the Facility. FSMC shall render the Food Services within the facilities of the Facility, including but not limited to, the food preparation, serving, dining and storage areas designated for the Food Service Program.
- General Purpose. FSMC will be responsible for all of the SFA's food service operations and will act in good faith and according to industry standards to prepare and serve wholesome, nutritious and appetizing meals to the reasonable satisfaction of the SFA. FSMC shall comply with the applicable provisions of the National School Lunch Act as amended, the School Breakfast Program and the Department of Agriculture regulations and any requirements imposed by any applicable state agency.
- Independent Contractor. FSMC shall be an independent contractor and shall retain control over its employees and agents. No employee, agent or representative of FSMC shall be entitled to receive any benefits of employment with the SFA, including, without limitation, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation. FSMC shall be free to perform services for any other SFA, company or organization during the term of this Agreement; nothing herein, however, shall relieve FSMC of its contractual obligations under the remainder of this Agreement.
- Regulation and Access. The SFA may supervise FSMC's daily operation of the Food Service with respect to all matters (including working conditions for the Food Service employees and safety, sanitation, and maintenance of the Food Service facilities). SFA may make reasonable regulations with regard to all such matters, and shall give FSMC written notice thereof.
- FSMC shall perform the services and/or shall deliver the goods as set forth in RFP024.14 – Operation And Management Of The School Food Service Program. The provisions of the solicitation documents, including, without limitation, the RFP, Instructions, Form for Proposal, General Conditions and Specifications, and FSMC Proposal, as applicable, are incorporated herein by reference. In the event of a conflict between a provision of any of those documents and a provision of this Agreement, the provision of this Agreement shall govern. To the extent any provision of this Agreement required by law is inconsistent with other, non-statutory sections in this Agreement, any statutorily-mandated provisions contained herein shall control.

II. Definitions

- Accounting Period – All accounting periods shall be based on actual calendar month.
- Charge – A fee established by FSMC for goods or services provided by FSMC.
- Surplus. The excess of Net Sales over the total of Operating Expenses and Management and Administrative fees.
- Deficit – The excess of the total of Operating Expenses and Management & Administrative Fees over Net Sales.
- Food Service – The preparation, service and sale of food, beverages, and other related items at the Facility.

- General Support Services Allowance – Allowance for overhead services provided by FSMC for (i) the supervision of FSMC employees by executives not assigned to the Food Service operation; and (ii) General support provided by FSMC's accounting, tax, marketing, training, human resource, law and internal audit departments. Also referred to in this Agreement as Administrative Fee.
- Gross Hourly Wages. The total wages earned by an hourly employee (including overtime) without deducting taxes or other items.
- Gross Management Salary. The total salary earned by a salaried employee without deducting taxes or any other items.
- Gross Salaries and Wages. The total of Gross Management Salary and Gross Hourly Wages.
- Gross Sales. All sales of food, beverages, and other related items in the Food Service operation, plus sales and use taxes and federal and state reimbursements.
- Net Sales. Gross Sales less sales and use taxes.
- Opening Expenses. All costs, charges and expenses relating to the opening of the Food Service operation including, but not limited to, pre-opening labor expenses, supervisory and training expenses including travel, meals, lodging expenses, charges for finance and operating manuals, advertising, forms opening promotions and opening office supplies.
- Operating Expenses. All costs, charges and expenses incurred in connection with the Food Service operation including, but not limited to, the following: (i) Goods, including food, beverages, merchandise and supplies, and the distribution of such goods. (ii) Labor, including salaries and bonuses, if any, wages, taxes (e.g. FUTA, FICA, SUI, disability, worker's compensation, etc.), benefits, retirement plans and the cost of administering such plans and services. (iii) Other costs, charges and expenses related to the Food Service operations, including, but not limited to, Opening Expenses, medical benefits charges for workers' compensation, fingerprinting and background check expenses for employees assigned to the Facility, business insurance (e.g. comprehensive general liability, property and umbrella insurance) based on the actual annual rates for FSMC for the Facility and other insurance (including performance bond, if any) maintained pursuant to the Agreement; out-of-pocket travel and related expenses of employees assigned to the Facility subject to the mutual agreement of the parties; sales and use taxes; and costs of licenses, permits, information systems, software, promotional or proprietary materials, flowers, decorations, overnight delivery, if necessary, marketing, training, licenses/permits, laundry, amortization expense, uniforms, postage, paper goods, Smallwares, minor equipment, repair and maintenance of equipment and other services related to the Food Service operation.
- Pattern Meal. A meal eligible for government reimbursement.
- Smallwares. Dishware, glassware, flatware, utensils and similar items.

III. Commencement & Termination

- Contract Duration. This term of this Agreement shall be for one (1) year beginning on July 1, 2014 and continuing until June 30, 2015 unless terminated by either party as hereinafter provided. The SFA, at its sole option, may renew this Agreement for up to four (4) successive one (1) year renewal periods (each a "Renewal Term"). 7 CFR 210.16(d). The SFA agrees to give FSMC written notice at least sixty (60) days prior to expiration of the Term of its intent to renew or not renew this Agreement for a Renewal Term. Failure to give notice within such time period shall constitute SFA's intent to renew this Agreement.
- Termination. Either party may terminate this Agreement without cause by giving sixty (60) days notice in writing to the other party of its intention to do so. 7 CFR 210.16(d)
- Breach. If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party written notice of such Cause. If the Cause is remedied within thirty (30) days of receipt of notice, the notice shall be considered satisfied and withdrawn. If such Cause is not remedied within thirty (30) days of receipt of notice, the party giving notice shall have the right to terminate the Agreement thirty (30) days from the receipt of the notice. However, 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 or other force majeure event, such as fire, explosion, water, act of God, civil disorder or disturbances, labor disputes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules, and regulations or like causes beyond the reasonable control of such party or the damage or destruction of real or personal property of such causes. In addition, the parties agree that nothing in this paragraph modifies the parties' right to terminate this Agreement by giving 60 days notice in accordance with Section 7 CFR 210.16(b)(2) and CFR Part 3016.36(i)
- Penalty Provision. If FSMC has breached the terms of this Agreement, and FSMC has not cured the breach, the SFA may elect to pursue any and all available administrative, contract or legal remedy. The SFA may also pursue the following penalties for an uncured breach: (i) for a first violation, a written reprimand; (ii) for a second violation, a \$25.00 penalty; or (iii) for a third violation, a \$50.00 penalty. For the

purposes of the foregoing, a single violation means an event of the same or similar kind, no matter the duration or numbers of personnel, equipment, students or meals involves. 7 CFR Part 3016.36(i)

IV. Management Services & Special Functions

- **Management Services.** FSMC will provide all management, administrative services required for the efficient supervision and operation of SFA's food service programs. The resident food service director's salary and fringe benefits will be a direct reimbursable cost of operation.
- **Special Functions.** FSMC will provide food services for administration and student related functions as reasonably requested by SFA. Such requests must be received at least ten (10) days prior to the date of the function. All food and labor costs for these functions will be billed directly to the school organization involved, unless otherwise specified by the SFA, and shall not be supported by the nonprofit foodservice account funds. Labor costs billed for these special functions shall not be double billed to the Food Service program. Any special arrangements regarding other costs, which might be incurred at these functions, may be negotiated between FSMC and the organization. The parties understand and agree that the Charges for these special functions shall be separate and apart from the Management Fee, Administrative Fee and other costs of operating the Food Service Program.

V. Food Service

- **Meal Program.** FSMC shall provide nutritional breakfasts (if applicable), lunches, milk service (if applicable) and à la carte items in accordance with the following terms and conditions: (i) Food shall be prepared in the SFA's Food Service facilities for service at the Facility. (ii) Prices to be charged for meals during the contract year shall be approved by the SFA. (iii) Prices for à la carte items, faculty and staff meals, snack foods and beverages shall be approved by the SFA. (iv) All free and reduced price lunches and all ticketed lunches shall be administered by FSMC on behalf of the SFA. The SFA shall be responsible for establishing and notifying parents and guardians of program criteria for providing free and reduced price meals for eligible students. It shall be the joint responsibility of SFA and FSMC to protect the anonymity of children receiving free or reduced price meals and to establish methods for insuring such anonymity. Nothing herein, however, shall allow either the SFA or FSMC to violate any provision of the Commonwealth's Public Records law, M.G.L. c. 66, §10 and M.G.L. c. 4, §7, the Federal Education Privacy Rights Act (FERPA), or any other federal or state law.
- **Special Diets.** FSMC shall supply any special diets for students required for medical reasons when prescribed and approved in writing by a recognized medical authority for students with a disability in accordance with Section 504 of the Rehabilitation Act of 1973 and attendant regulations. The medical statement shall be signed by the licensed medical authority and shall specify the nature of the child's disability and the major life activities affected thereby, the reason the disability prevents the child from eating the regular school meal, the food(s) to be omitted from the child's diet and the specific substitutions needed. Any additional cost incurred to provide substitutions shall be considered allowable costs of the food service program, and the SFA shall compensate FSMC therefor.
- **Food Committee and Advisory Board.** FSMC shall participate in Food Committee meetings at dates and times agreed upon by FSMC and the Food Committee members. FSMC shall cooperate with the SFA in the establishment of an Advisory Board composed of parents, teachers, students and a FSMC representative to assist in planning menus.
- **Menus.** FSMC shall consult with an advisory board, comprised of such members as the SFA shall designate, regarding the overall operation of the SFA's food service program, including menus. FSMC will submit menus for approval to the SFA. Seasonal changes, special school programs, or shifts in student preferences shall be taken into consideration in menu preparation. All menus will be nutritionally acceptable to the SFA and in accordance with applicable regulations.
- **Nutrition Education.** FSMC shall promote the nutritional education aspects of the SFA's food service program and cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction.

VI. Employees

- **Personnel Obligations.** FSMC shall be responsible for its employees on its payroll including, but not limited to, responsibility for recruitment, employment, promotion, payment of wages, pension benefits, layoffs and termination, and shall comply with all applicable laws and regulations related thereto. FSMC's employees and agents shall comply with and observe all applicable rules and regulations concerning conduct at the Facility, which the SFA imposes upon its employees and agents and which the SFA has provided to the FSMC in writing. FSMC shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security and unemployment taxes and worker's compensation costs and charges. The SFA has no authority to resolve disputes between FSMC and its employees.
- **FSMC Employees.** The SFA agrees to reimburse the FSMC for salary (including bonus, if applicable) and benefits of the Food Service Director and such other personnel assigned to the Food Service operations at the Facility at the specific request of the SFA. Should the FSMC wish to provide an Assistant Director, or any other additional management personnel, FSMC will assume full responsibility for the cost of all salaries and benefits of such additional personnel as it may choose to provide. All other employees of the food service operations shall be employees of the SFA.
- **Equal Opportunity Employer.** Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability, or status as a veteran, as defined and prohibited by applicable law, sexual orientation, provided that the object of such orientation is not a minor, genetic status, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities concerning Food Service employees. In addition, FSMC affirms that it is an equal opportunity and affirmative action employer and shall comply with

all applicable federal, state and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; M.G.L. c. 151B, and any additions or amendments thereto.

- **Work Hours.** FSMC is expected to recommend the number of work hours and number of positions at each school location. FSMC and the SFA shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations. 7 CFR Part 3016.
- The SFA shall use its best efforts to notify FSMC in advance of any anticipated closing due to inclement weather or other emergency. If advance notice is not given and/or a decision is made by the SFA to delay opening or close the Facility after FSMC's employees have already reported to work, any labor costs incurred by FSMC as a result of such closing or delayed opening shall be charged to the SFA as an Operating Expense of the Food Service Program.
- **SFA Employees.** FSMC shall direct and supervise the SFA employees assigned to Food Service operations, provided that SFA shall be responsible for personnel obligations described in the first bullet point of this Section.
- **Background Checks.** FSMC shall adhere to applicable state and federal regulations, including the CORI statute codified at M.G.L. c. 71, §38R, in screening its prospective employees. FSMC shall comply with criminal background checks and fingerprint regulations required by law for all new hires to the extent they are FSMC employees, the cost of which shall be an Operating Expense of the Food Service Program. It is understood and agreed that background checks and fingerprinting for all existing employees have already been completed, and new background checks and fingerprinting shall not be required for such employees.
- **Regulations.** FSMC shall instruct its employees to abide by the policies, rules and regulations with respect to its use of SFA premises as established by the SFA from time to time and which are furnished in writing to FSMC.
- **Removal of Employee.** The SFA may provide FSMC with written notice that it requires the removal of an employee of FSMC, if, after due investigation, it is reasonably demonstrated that such employee violated health requirements or conducted himself/herself in a manner detrimental to the physical, mental or moral well-being of students, staff or faculty, provided that removal of said employee is non-discriminatory and not in violation of any Federal, State or local laws. In the event of the removal of any such employee, FSMC shall promptly restructure its staff to avoid any disruption in service. If FSMC incurs any costs, including legal fees, retroactive wages and damages, as a direct result of any personnel action taken by SFA (or by FSMC at the direction of SFA), FSMC shall charge SFA for such costs as Operating Expenses.
- **Emergency Devices.** All food service personnel assigned to each school shall be instructed on the use of all emergency switches, fire and safety devices in the kitchen and cafeteria areas.
- **Student Workers.** The use of student workers or students enrolled in the SFA is prohibited without prior SFA approval.
- **Senior Management; Non-Solicitation.** FSMC shall provide qualified management/professional employees to manage the Food Service operations and supervise all employees employed therein. FSMC shall inform the SFA prior to hiring Senior Management positions for the SFA's Food Service Program. Specifically, all persons to be hired as Food Service Directors, Assistant Directors and Supervisors must be presented for the SFA's evaluation and approval, such approval or rejection to be in writing and approval not to be unreasonably withheld or delayed. If approval has not been granted or withheld in writing within ten (10) days after a candidate has been presented to the SFA, approval shall be deemed to have been granted. FSMC shall provide qualified management/professional employees to manage the Food Service Program and supervise all employees employed therein. During the term of this Agreement and for one (1) year thereafter, SFA shall not solicit FSMC management, supervisory or professional employees (including without limitation any Vice President, Director, Manager, Chef, Dietician or Nutritionist) providing services under this Agreement to work in a similar food service capacity whether at the SFA food service Facility or elsewhere, nor will SFA permit the employment of said individuals by others in any operation providing food service throughout the SFA district. SFA further covenants and agrees not to hire, nor allow to be hired by others to perform work on behalf of SFA or on SFA premises, any FSMC management/supervisory/professional employees providing services under this Agreement for a period of one (1) year following the employee's termination of employment with FSMC. If at any time during the term of this Agreement or upon the expiration or termination of this agreement, SFA or any parent, subsidiary or affiliate of the SFA nevertheless hires, or causes to be hired, a FSMC management/supervisory/professional employee in contravention of this paragraph, then SFA in recognition of FSMC's considerable investment in attracting and training such employee agrees to pay a fee to FSMC of two times the annual salary of said employee as liquidated damages. Said fee shall be due and payable upon the commencement date of employment with SFA or any parent, subsidiary, vendor or affiliate of SFA.

VII. Equipment, Facilities & Utilities

- **Facilities and Equipment.** The SFA shall make available without any cost or charge to FSMC, the facilities and equipment necessary for FSMC to provide food service including, but not limited to, area(s) of the Facility agreeable to both parties in which FSMC shall render its services, kitchen equipment, smallwares, suitably furnished office space and facilities for the safekeeping of funds. The SFA shall provide all equipment necessary for the efficient and safe operation of the Food service facilities. All equipment used in connection with the operation of the Food service facilities shall be maintained by the SFA.
- **Condition of Facilities and Equipment.** The facilities and equipment provided by each party for use in food service operations shall be in good condition and maintained to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health. FSMC will take proper care of all furniture, fixtures, equipment and facilities provided by the SFA and shall timely notify the SFA of any known deficiencies. FSMC shall not be held accountable for pre-existing conditions or for normal wear and tear. At the expiration of this Agreement, FSMC will return to the SFA the cafeteria premises and all furniture, fixtures and equipment furnished by the SFA in the condition in which received, except for ordinary wear and tear and damage by the elements, and except to the extent that such premises or

equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC, except through the negligence of FSMC or its employees, or for any other reason beyond the control of FSMC.

- Utilities. The SFA shall furnish at its expense, light, power, hot and cold water, telephone service, high speed internet connection and other utilities as are necessary for the operation of the food services to be furnished hereunder.
- School's Use of the Facilities. The SFA is encouraged to utilize FSMC for catering and other food service needs in addition to the School Lunch and/or Breakfast and/or Special Milk Programs. However, the SFA reserves the right, in its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods, provided such use does not interfere with the operation of the School Lunch and/or Breakfast and/or Special Milk Programs and is otherwise in compliance with all Federal, State and local laws, including those governing the sale of competitive foods.
- Extracurricular Activities. If the SFA utilizes the facilities for extracurricular activities before or after the SFA's regularly scheduled lunch or breakfast period, the SFA shall return facilities and equipment to FSMC in the same condition as received, normal wear and tear excepted.
- Rental Facilities For Community Use. The SFA retains the right to rent or donate food service facilities during non-school hours or weekends, provided that such activity does not interfere with the normal food service operation. When such functions take place, the SFA may require that a member(s) of the food service staff be on duty to maintain the safe use of SFA owned equipment and/or to provide access to the facilities. The SFA shall return the facilities and equipment to FSMC in the same condition as received, normal wear and tear excepted. FSMC shall be reimbursed for the cost of providing its food service staff to be utilized at said functions. Said cost shall not be considered an expense of the school lunch program.
- FSMC will provide food services for administration and student related functions as reasonably requested by the SFA. Such requests must be received at least ten (10) days prior to the date of the function. All food and labor costs for these functions will be billed directly to the school organization involved, unless otherwise specified by the SFA, and shall not be supported by the nonprofit foodservice account funds. Labor costs billed for these special functions shall not be double billed to the Food Service Program. Any special arrangements regarding other costs which might be incurred at these functions may be negotiated between FSMC and the organization. The Parties understand and agree that the Charges for these special functions shall be separate and apart from the Management Fee, Administrative Fee and other costs of operating the Food Service Program.

VIII. Maintenance, Repairs, & Sanitation

- Maintenance. The SFA shall furnish, without cost to FSMC, all building maintenance and all repairs to the food service areas and will replace, repair and maintain its equipment, except when damage results from the intentional, willful, or negligent act or omission of FSMC or its employees. The SFA shall keep such equipment and Facility maintained in a safe operating condition such that no FSMC employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act including, but not limited to, the general duty and the specific duty clauses thereof or any other similar federal, state or local law or regulation. However, if equipment provided by the SFA becomes inoperative, hazardous or inefficient to operate, FSMC shall have the right to undertake repairs or replacements at the expense of the SFA if the SFA fails to do so after having been given a reasonable amount of time to correct the equipment deficiency. The SFA shall at its expense, provide maintenance personnel and outside maintenance services, parts and supplies for properly maintaining the facilities and its equipment.
- Cleaning. The SFA will be responsible for the cleaning and maintenance of floors, windows, walls, light fixtures, ceilings, hoods, ducts, grease traps and the general care of the dining, service and kitchen areas. FSMC will be responsible for the routine cleaning and sanitation of the kitchen, serving areas, dish rooms and storerooms, including the ordinary and routine cleaning of counters and operating equipment used in connection with the operation of the food service.
- Sanitation. FSMC shall transport refuse to designated refuse collection areas. The SFA shall provide, at its expense, all necessary waste receptacles, including those required for the proper recycling of all waste materials (including without limitation food waste, plastic and paper) as required by Federal, State and/or local law. The SFA shall provide, at its expense, for the daily removal of waste (including recyclable waste such food waste, plastic and paper) and garbage and for regular extermination services.
- Recycling. FSMC will cooperate with and participate in all SFA mandated recycling programs as long as SFA has provided the necessary receptacles therefor.

IX. Inventory

- Inventory. FSMC shall purchase, on the SFA's behalf, all food and other supplies required under this Agreement. Such food and supplies shall be kept separate and apart and title thereto shall remain with the SFA at all times. FSMC and SFA shall jointly take inventory of all purchased food and supplies at both the beginning and the end of this Agreement. The SFA shall have access to the purchase records of the food purchased for review and audit as deemed necessary in the judgment of the SFA.
- Purchasing. FSMC will purchase all food for the SFA at the lowest prices possible, consistent with maintaining the quality standards prescribed by the SFA, including taking advantage of all local trade discounts. All procurement transactions must meet procurement standards set by the United States Department of Agriculture. Transactions shall be conducted in a manner so as to provide maximum open and free competition, as provided by law.
- FSMC will request, receive and inspect food delivered by vendors and retain a list of bills when billing the SFA in accordance with regulations.

- FSMC shall maintain adequate storage practices, inventory and control of federally donated foods in conformance with the SFA's agreement with the applicable state agency, if any.
- Buy American Provision. In accordance with the Buy American Provisions of 7 CFR Part 210.21(d) and 7 CFR Part 250.23, the Company will purchase, to the maximum extent practicable, domestic commodities that are produced in the United States and processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially" means that over 51 percent of the final processed products consist of agricultural commodities that were grown domestically.
- Any silence, absence or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- Rebates. All goods, services or monies received as the result of a rebate under a processing contract must be utilized in or credited to the SFA's nonprofit food service.
- FSMC shall credit SFA with any discounts obtained from vendors, suppliers or distributors for goods procured for the SFA's account.
- In the event that FSMC, either directly or indirectly or through one of its affiliates furnishes products or services necessary for the efficient operation of SFA's food service program, the charge to SFA shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

X. Accounting, Records & Audits

- Records. FSMC shall maintain such records as the SFA will need to support its Claim of Reimbursement and shall report thereon to the SFA promptly at the end of each calendar month, at a minimum. Such records shall be available for a period of three (3) years from the date of final payment under the Agreement for inspection and audit by representatives of the applicable state's Departments of Education and Agriculture, United States Department of Agriculture and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records shall be retained beyond the three (3)-year period as long as required for the resolution of the issues raised by the audit. If the laws of the Commonwealth so require, such records shall be retained as prescribed therein. Such records include, but are not limited to, Daily Cash Reports, Edit Check Worksheets, Milk Rosters and Summary of Meal/Milk counts. An SFA official will review, in accordance with regulation, records maintained by FSMC for the purpose of preparing monthly reimbursement vouchers. FSMC shall observe all federal, state, and local law related to accounts. 7 CFR 210.16c(1) and 7 CFR 210.23c
- Availability of Records. The SFA, the applicable state's Departments of Education and Agriculture, United States Department of Agriculture, or Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers and records of FSMC which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. 7 CFR Part 3016
- Revenue Records. FSMC shall retain revenue records broken down by source, type and category of meal or food service (e.g., à la carte sales, reduced price and full price National School Lunch Program, School Breakfast Program meals and vending machine sales, etc.).
- Invoices. FSMC shall invoice the SFA monthly a sum not to exceed the amount necessary to cover the Operating Expenses for the food service operation plus management and administrative fees. In furtherance, but not in limitation of the foregoing, payroll-related taxes (e.g. FUTA, FICA, SUI, disability, worker's compensation, etc.) and business insurance expenses (e.g. comprehensive liability, property, umbrella, etc.) will be invoiced at the fixed rate set forth in FSMC's Proposal and/or current school year's food service budget, as approved by the SFA. Approval of the food service budget shall constitute approval of these Operating Expenses. The SFA shall promptly notify FSMC of any disputed amounts and the reason for such dispute. The SFA and FSMC agree to cooperate with each other in good faith to resolve all such disputes. In any event, the SFA shall pay that portion of any invoice that is undisputed.
- Invoice Statement. All invoices submitted by FSMC must represent that articles have been furnished or services rendered before payment can be made to FSMC from the SFA's food service account.
- Detailed Description. All invoices submitted by FSMC must include a detailed description of the goods, supplies, services or other items being submitted for reimbursement.
- Taxes and Assessments. FSMC will pay when due all federal, state, local and other governmental taxes or assessments in connection with the Services provided, as applicable. With regard to sales tax, the Parties will determine by mutual agreement and in accordance with relevant law if any of the Services are subject to sales tax. Even if SFA is tax exempt, SFA may be liable for the collection and remittance of sales tax to the applicable state department of revenue for some of the Services. If applicable, FSMC will collect all applicable sales tax and report the collection of said sales tax collections to SFA on a timely basis. SFA will be responsible for the remittance of said sales tax receipts to the appropriate agency on a timely basis. FSMC shall not be responsible for interest payments or penalties imposed on SFA associated with payments of said sales tax receipts. If the Parties are unable to resolve any dispute or controversy regarding the taxability of any of the Services, such dispute or controversy shall be settled by a relevant ruling by the applicable state department of revenue. The SFA shall pay when due all federal, state, local and other governmental use and property taxes or assessments arising in connection with the Facility, equipment, offices and utilities. FSMC shall pay when due all licenses and permit fees in connection with Services. The SFA shall reimburse FSMC for all licenses and permit fees paid in connection with Services.

XI. Financial, Purchasing & Meal Payment

- Prohibited Contracts. Contracts that permit all income and expenses to accrue to the Food Service Management Company and "cost-plus-a-percentage-of-income" contracts are prohibited. Contracts that provide for fixed fees such as those that provide for management fees established on a per meal basis are allowed. 7 CFR 210.16(c)
- Rebates. All costs charged to the SFA in management fee and cost-reimbursable contracts shall be net of all trade discounts and rebates received by FSMC. FSMC is required to identify the amount of each discount, rebate or applicable credit on each bill or invoice and whether

the amount is a discount, rebate, or in the case of some other form of applicable credit, the nature of that credit. FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract.

- o If approved by the Massachusetts Department of Elementary and Secondary Education, the SFA may permit the FSMC to report this information on a less frequent basis than monthly, but no less than annually. FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to SFA, the Massachusetts Department of Elementary & Secondary Education (MDESE) and the Department of Agriculture.
- o FSMC shall identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract and shall maintain documentation of costs and discounts, rebates and other applicable credits and must furnish such documentation upon request to the District, the Massachusetts Department of Elementary and Secondary Education and the USDA.
- o For four successive quarters after the conclusion of the contract, FSMC shall conduct quarterly audits to determine if there are any applicable credits, discounts or rebates that are applicable to SFA. If any such credits, discounts or rebates are identified, FSMC will provide a report of such to SFA along with a credit on any amount owed to FSMC or payment in the form of a check if there is no outstanding balance due to FSMC from SFA.
- Administrative Fee. FSMC shall charge SFA an Administrative Fee of \$100,000.00 for the one year term of this contract. The Administrative fee shall be billed at \$10,000.00 per month for 10 months. FSMC's Administrative represents its overhead expenses necessary to operate the food service including, but not limited to: area and zone supervision; general support provided by FSMC's corporate offices, including without limitation, accounting, purchasing, tax, legal, research, auditing other related administrative functions. Upon renewal of this contract, FSMC Administrative Fee shall be increased based Appendix A of the FSMC's Proposal, a copy of which is attached hereto as Exhibit A.
- Management Fee. FSMC shall charge SFA a Management Fee of \$40,000.00 for the one year term of this contract. The Management fee shall be billed at \$4,000.00 per month for 10 months. Upon renewal of this contract, FSMC Management Fee shall be increased based on Appendix A of the FSMC's Proposal, a copy of which is attached hereto as Exhibit A.
- Allowable/Non-allowable Costs. FSMC shall separately identify for each cost submitted for payment to the District the amount of that cost that is allowable (that which can be paid from the non-profit food service account) and the amount, if any, that is not allowable (cannot be paid from the food service account). Unallowable costs shall only be paid from the SFA's General Funds. The determination of the allowable costs will be made in compliance with applicable USDA regulations and National School Lunch Program and Commodity School Program regulations as well as Office of Management and Budget circulars.
 - o SFA will pay allowable costs from the non profit food service account to FSMC net of all discounts, rebates and other applicable credits accruing to or received b FSMC or any assignee under the contract, to the extent those credits are allowable to the allowable portion of the costs billed to the SFA.
 - o FSMC must either (i) separately identify and provide sufficient information to permit the SFA to identify for each cost submitted for payment to SFA the amount of 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), or (ii) Exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payments and records have been established that maintain the visibility of unallowable contracts, including directly associated costs in a manner suitable for contract cost determination and verification.
 - o FSMC's determination of its allowable cost must be made in compliance with the applicable USDA and program regulations.
- Computing Meals. Total meals are calculated by adding reimbursable meal pattern meals (breakfast and lunch) served and meal equivalents. Cash receipts, other than from sales of National School Lunch Program and School Breakfast Program meals served to children, shall be divided by \$3.30 to arrive at an equivalent meal count.
- Operating Budget. FSMC's proposal projects a profit of \$236,606.00 for the first year of operation ending June 30, 2015, before the cost of repairs or any other expense outside of Whitsons' reasonable control (the "Guarantee"). If necessary, Whitsons will reduce its Management and Administrative Fee to achieve said Guarantee. This will be the SFA's exclusive remedy for FSMC's failure to achieve the Guarantee, and in no event shall FSMC be liable for any amount in excess of 100% of its Management and Administrative Fee.
- The Guarantee is based on, and subject to, the following conditions and assumptions remaining in effect throughout the Initial Term and/or the Renewal Term: (i) reimbursement rates for National School Lunch Program and National School Breakfast Program meals, as the case may be, will not be less than the rates estimated in FSMC's Proposal (for the Initial Term) or in effect for any prior school year (for any Renewal Term), and the Program will receive the \$0.06 federal reimbursement increase published by the USDA; (ii) the value of government donated commodities and/or cash in lieu thereof will not be less than the value of government donated commodities and/or cash in lieu thereof estimated in FSMC's Proposal or received during the prior school year, and the mix and quantity of government donated commodities shall not change from the mix and quantity received the prior school year so as to increase actual food costs over the level of projected food cost set forth in the RFP and Proposal; (iii) the number of days meals are served during the school year will be not less than 176 in the High School, and 174 days in the Middle and Elementary Schools; (iv) the number of serving periods, locations, serving times and types of service will not differ from that listed in the RFP; (v) the student enrollment for the term of the contract period will be not less than 8,545 students; (vi) the level of wages, salaries, fringe benefits and health costs will not exceed those proposed and listed in the original Proposal; (vii) the actual costs charged to the Food Service budget by the SFA shall not exceed the projected operating expenses as set forth in FSMC's Proposal; (viii) service will not be interrupted as a result of fire, work stoppage, strike or school closing; (ix) the cost of milk shall remain constant throughout the Term (xi) SFA and its representatives, including but not limited to, school principals, teachers and SFA employees, shall fully cooperate with FSMC in the implementation of the Food Service Program; (xii) there shall be no competitive food and beverage sales immediately prior to, after or during the meal service times, and the SFA shall fully cooperate with FSMC to limit the

expansion of competitive food sales in order to maximize the gross receipts and other non-cash sales of the Food Service Program, and to ensure that any such competitive sales are in compliance with Federal, State and local law; (xiii) legislation, regulations and SFA's Wellness Policy or practice shall remain consistent with those at the time of the original Proposal; (xiv) to the extent applicable, SFA shall approve FSMC's recommended changes relating to food service staff levels and/or staff schedules based on the operational needs of the Food Service Program; (xv) The SFA shall have timely submitted and certified all claims for reimbursement, except where such failure or delay is due solely to an act or omission of FSMC; (xvi) FSMC has not taken into account the effect of meals and/or snacks distributed under the SFA's humanitarian meal policy in establishing the Guarantee. Any changes in the value of meals and/or snacks distributed under such policy that would negatively affect the Guarantee will result in an appropriate adjustment thereof; and (xvii) There shall be no change in any other operational parameters set forth in the RFP or in any other assumptions contained in the Proposal that would have a material adverse effect on the Guarantee. In the event the foregoing conditions are not met during the Term, the Operating Budget and Guarantee shall be adjusted by an amount equivalent to any increased cost or loss of revenue attributable to the change in such conditions.

- In the event the foregoing conditions are not met during the school year, the Operating Budget and Guarantee shall be adjusted by an amount equivalent to any increased cost or loss of revenue attributable to the change in such conditions.
- Surplus Revenues. Any surplus revenues existing after deducting the approved operating expenses, Administrative Fee and Management Fee from verified food service receipts and all Federal and State reimbursements shall remain with the SFA.

XII. Commodities

- Proper Use and Handling. FSMC accepts liability for negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods. FSMC shall maintain accurate and complete records with respect to the receipt, use/disposition, storage and inventory of donated foods. Failure by FSMC to maintain records required under the Agreement shall be considered factual evidence of improper distribution or loss of donated foods. The SFA is responsible for obtaining restitution from FSMC in connection with any claim for improper distribution, use or loss of, or damage to donated foods. 250.12(b)(4)
- Value of USDA Donated Foods. FSMC shall credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year (including both entitlement and bonus foods) and include the value of donated foods contained in processed end products in accordance with the contingencies in 7 CFR 250.51 (a). The method used to credit the District for the donated foods shall be crediting by disclosure, which will occur on the billing documents submitted each month.
- FSMC will ensure compliance with the requirements of subpart C of CFR part 250 and with the provisions of the SFA's processing agreements in the procurement of process end products on behalf of the SFA and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.

XIII. Insurance & Indemnity

- To the extent permitted by law, each party shall indemnify, defend, and hold harmless the other, including, without limitation, its boards, commissions, committees, officers, agents, employees, affiliates and assigns, from any and all losses, damages or expenses, including without limitation reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage or other injury or damage if caused by any negligent act or omission or willful misconduct of such party.
- Notification of an event giving rise to an indemnification claim (Notice) must be received by the indemnifying party within thirty (30) days following receipt of such claim and shall include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to and conditioned upon compliance with the Notice provisions hereunder provided that the provision of a late Notice to the indemnifying party will not relieve the indemnifying Party from any liability which it may have to the indemnified party under this Section XIII, unless such delay materially prejudices the ability of the indemnifying Party to defend against such action or claim.
- The FSMC shall procure and maintain, as a direct cost of operation, (1) a general liability policy, including products liability, in the amounts of at least \$3,000,000 for each accident provided by insurance companies authorized to do business in the Commonwealth of Massachusetts, and (ii) A comprehensive general liability insurance policy with the following limits of coverage: Bodily Injury, One Million Dollars (\$1,000,000) each occurrence; Property Damage, Five Hundred Thousand Dollars (\$500,000) each occurrence, One Million Dollars (\$1,000,000) aggregate of all claims per occurrence.
- The City of Haverhill must be named as additional insured on all required insurance policies. Firms must issue insurance policies, bid bonds and assurances with at least a Best's Insurance Reports rating of A to A- (excellent).
- Certificates of insurance for such coverage naming the SFA as an additional insured will be furnished within 30 days and FSMC shall provide replacement/renewal certificate at least 60 days prior to the expiration of the policy. Should any of the described policies be cancelled before the expiration date, the carrier shall endeavor to notify the SFA 30 days prior to cancellation.
- The SFA shall obtain and maintain insurance for the operation facilities, service equipment, offices and utilities against risks covered by standard forms of fire, theft and extended coverage in such amounts under such policies as appropriate.
- Limitation of Liability. Notwithstanding anything herein contained to the contrary, neither Party shall be liable to the other or to any third party for any lost profits or indirect, punitive, special or consequential losses or damages arising out of or in connection with this Agreement.

XIV. FSMC Responsibilities

- **Health Certification.** The FSMC shall maintain all applicable State and/or local health certification(s) for the duration of the Agreement for any facility outside the school in which it proposes to prepare meals. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at the SFA facility. §210.16(c)(2)
- **21-Day Cycle Menu.** The FSMC will adhere to the 21-Day cycle menu, which was included in the Request for Proposal for the first 21 days of meal service. Changes thereafter may only be made with the approval of the SFA. 7 CFR 210.16(a)(1)
- **Provision of Free and Reduced Meal Pricing.** In order to offer a la carte food service, the FSMC must also offer free, reduced priced and full price reimbursable meals to all eligible children. 7 CFR 210.16(a)
- **USDA Donated Food:** To the maximum extent possible, the FSMC will utilize USDA donated foods made available by the SFA. The FSMC does not purchase foods that are available as commodities. The FSMC will use USDA donated foods solely for the purpose of providing benefits for the SFA's food service operation. 7 CFR 210.16(a)(6)
- **Recordkeeping.** The FSMC shall maintain records to support the SFA's Claim for Reimbursement; make all records available to the SFA upon request; and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, SA, USDA and Comptroller General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit. 7CFR Parts 3016.42; 3019.53 and §210.1616(c)(1)
- **Reporting:** The FSMC will 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)
- **Purchasing, per Federal Register Vol. 72 and OIG 7/03.** All payment discounts, rebates and allowances obtained from vendors must go to the SFA's food services account.
- **Purchasing, per Federal Register Vol. 72 and OIG 7/03.** Charges to the SFA for goods and services should be reasonable and necessary for the operation of the non-profit school foodservice.

XV. SFA Responsibilities

- **Provisions Under Program Agreement.** The SFA shall ensure that the food service operation is in conformance with the SFA's agreement under this program. 7 CFR 210.16(a)(2)
- **Signature Authority.** The SFA shall retain signature authority on the SA-SFA agreement and related document reports: Free/Reduced Application process, including hearings and verifying free and reduced meal applications: SFA's free and reduced price policy statement and agreement; Monthly claims for reimbursement and Commodity Order Forms. 7 CFR 210.16(a)(5)
- **Control of the School Food Service Account and Overall Financial Responsibility.** The SFA shall retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation; and retain control for the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals. §210.16(a)(4)
- **USDA, FNS Guidance for School Food Authorities Contracting with FSMC – If FSMC promises a guarantee to meet fiscal goals specified by the SFA, the SFA must ensure that all conditions and assumptions of a break even be clarified and defined and any guaranteed return promised by the FSMC is defined (using actual numbers) and remains in the non-profit food service account. If the contract contains such guarantees, the contract should also contain language that ensures that the FSMC bears responsibility for failure to meet those goals. "Returns" cannot be contingent upon multi-year contract duration. §210.16(a)(4)**
- **USDA Donated Food:** The SFA retains title to USDA donated foods; and that all USDA donated foods made available to FSMC, including processed USDA donated foods, accrue only to the benefit of the SFA's nonprofit school food services and are fully utilized therein. All refunds received from processors must be retained by the SFA; and the methods delineating how the FSMC will pass along the full value of USDA donated food to the SFA. 7 CFR 210.16(a)(6)
- **Quality, Extent and General Nature of Food Service.** The SFA must provide detailed specifications for each food component or menu item as specified in 7 CFR Part 210.16, and include these specifications in all IFBs or RFPs. Specifications must cover other items such as grade, purchase units, style, condition, weight, ingredients, formulations and delivery time. The SFA shall retain control of the quality, extent and general nature of its food service. The SFA shall make no payment for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component specified in the School Lunch Pattern or do not otherwise meet the requirements of the Agreement; provided, however, that no deduction shall be made unless SFA shall have given FSMC written notification within two (2) business days of the meal service for which the deduction is to be made, specifying the number of meals for which the SFA intends to deduct payment and setting forth the reasons for the deduction. 7 CFR 210.16(c)(3)
- **Health Regulations.** The SFA shall maintain applicable health certification and assured that all state and local regulations are being met by FSMC preparing or serving meals at a SFA Facility. 7 CFR 210.16(a)(7)
- **Advisory Board.** 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)
- **Monitoring Responsibilities.** The SFA shall monitor the food service operation through periodic on-site visit to ensure the food service is in conformance with program regulations. 7 CFR 210.16(a)(3)
- **21-Day Cycle Menu.** The SFA shall include in the request for proposal a 21-day cycle menu developed on accordance with the meal pattern requirements specified in 7 CFR Part 210
- **USDA Donated Food:** The SFA retains title to USDA donated foods; and that all USDA donated foods made available to FSMC, including processed USDA donated foods, accrue only to the benefit of the SFA's nonprofit school food services and are fully utilized therein. All

refunds received from processors must be retained by the SFA; and the methods delineating how the FSMC will pass along the full value of USDA donated food to the SFA. 7 CFR 210.16(a)(6)

- Location of Records. All FSMC records pertaining to the SFA will be maintained at the SFA while the contract is in effect, and preferably for the required retention period.
- Pricing. The SFA shall establish all program and non-program meal and a la carte price. The SFA shall establish all prices, including price adjustments for food items served under the nonprofit SFA food service account (e.g., reimbursable meals, a la carte service, adult meals and vending machines).
- Internal Controls. The SFA shall establish internal controls, which ensure the accuracy of lunch counts prior to the submission of the monthly Claim of Reimbursement. At a minimum, the SFA shall: (i) review worksheets and make comparisons of daily free, reduced price, and paid lunch counts against data which will assist in the identification of lunch counts in excess of the number of free, reduced price and paid lunches served each day to children eligible for such lunches; (ii) develop and implement a system for follow-up on those lunch counts which suggest the likelihood of lunch counting problems; and (iii) conduct an on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA. 7 CFR 210.8(a)
- Reimbursement Claims. The SFA shall be responsible for signing reimbursement claims. This responsibility cannot be delegated to FSMC. 7 CFR 210.16(a)(5).
- Claim Liability. 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. In addition, 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.
- Contractual Responsibility. The SFA will be responsible for all contractual agreements entered into in connection with food nutrition program (e.g., vending meals to other SFA food authorities). CFR 210.19(a)(1)
- Financial Responsibility. The SFA shall retain control of the school food service account and overall financial responsibility for the School Nutrition Programs. CFR 210.19(a)(1)
- Program Review. The SFA shall be responsible for ensuring resolution of program review and audit findings. 7 CFR 210.9(b)(17) and 210.18(k)(1)(2)
- Parent Letters. The SFA shall develop, distribute, and collect the parent letters and applications for free and reduced price meals and free milk. 7 CFR 245.6
- Verifying Free & Reduced Meal Applications. The SFA shall be responsible for determining and verifying applications for free and reduced price meals or free milk benefits and the conduct of any hearings related to such determinations. This responsibility shall not be delegated to FSMC. 7 CFR 245.6
- USDA-Donated Food. The SFA shall assure that the maximum amount of USDA-donated foods are received and utilized by FSMC. 7 CFR 210.9(b)(15)
- Commodity Processing Contracts. The SFA shall establish commodity processing contracts. This responsibility cannot be delegated to FSMC. 7 CFR 250.12(f)
- Losses. The SFA shall be responsible for any losses (including to USDA donated commodities), which may arise due to circumstances beyond the control of the SFA or FSMC, including but not limited to loss of electrical power, flooding or equipment malfunction.
- Inventory. The SFA will provide a physical inventory of supplies and equipment available for use by FSMC prior to the commencement of this Agreement.
- Equipment Damage. The SFA shall be responsible for loss or damage not caused by FSMC to equipment owned by the SFA and located on its premises.
- Equipment Installation. The SFA shall furnish and install any equipment or make any structural changes needed to comply with federal, state and local laws.
- Fixture Repairs. The SFA shall be financially responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating vents, hoods and all other electrical work.
- Utilities. The SFA shall furnish at its expense, space, light, heat, power, hot and cold water, high speed Internet connection and other utilities as are necessary for the operation of the food services to be furnished hereunder.
- Food Service Areas. The SFA shall make available without cost to FSMC areas of the Facility agreeable to both parties in which FSMC shall render its services, such areas being reasonably necessary for providing efficient food service.
- Additional Food Service Programs. The SFA may request that FSMC enter into a separate agreement to provide services for additional programs not currently in operation, including but not limited to, the Summer School Program and Child Care Feeding Program or other, upon terms and conditions mutually agreeable to the Parties.
- Access. The SFA shall have unlimited access to all areas used by FSMC for purposes of inspections and audits.
- Trash Removal. The SFA shall have designated areas for the removal of all garbage and trash.
- Painting. The SFA shall be responsible for painting within the dining areas.
- Toilet Facilities. The SFA shall make available sanitary and adequate toilet and hand-washing facilities for the employees of FSMC.

XVI. Donation of Foods for Use in the United States

- Crediting for the Value of Donated Foods In accordance with 7CFR 250.51(a) and (b), contracts must ensure that the FSMC credits the SFA for the value of all donated foods received for use in the SFA's meal service in the school year, on at least an annual basis, through invoice reductions, refunds, discounts, or other means. Such requirement includes crediting for the value of donated foods contained in processed end products if the FSMC, in accordance with its contract, procures such end products on behalf of the SFA, or acts as an intermediary in

passing the donated food value in such end products on to the SFA. All forms of crediting must include clear documentation of the value received from the donated foods. In cost-reimbursable contracts, crediting may be performed by disclosure. The SFA must ensure that the FSMC procurement of processed end products is restricted to those processors that have signed processing agreements with the State distributing agency or the SFA in accordance with 7CFR Part 250.

- **Donated Food Values Required in Crediting.** In accordance with 7CFR 250.51(c), the SFA must ensure that the FSMC uses the donated food values determined by the distributing agency, in accordance with 7CFR 250.58(e), or, if approved by the distributing agency, donated food values determined by an alternate means of the SFA's choosing. The method of determining the donated food values must be included in procurement documents and in the contract, and must result in the determination of actual values. Negotiation of such values is not permitted.
- **Use of Donated Foods.** In accordance with 7CFR 250.51(d), the FSMC must use all donated ground beef, donated ground pork, and all processed end products, in the SFA's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, or U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service.
- **Storage and Inventory Management.** The FSMC must meet the general requirements for the storage and inventory management of donated foods in 7CFR 250.14(b). In accordance with 7CFR 250.52(a), 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, under cost-reimbursable contracts, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for donated foods.
- **Recordkeeping and Review Requirements.** The SFA and FSMC must maintain records of receipt of donated foods and processed end products, or crediting for the value of donated foods, and other records relating to donated foods, in accordance with 7CFR 250.54. The SFA must 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 donated foods received for use in the SFA's food service in the school year including, in accordance with requirements in 7CFR 250.51(a), the value of donated foods contained in processed end products. The FSMC must return all unused donated ground beef, donated ground pork, processed end products and (at the SFA's discretion) return all unused donated foods in accordance with 7CFR 250.52(c) when a contract terminates, is not extended or renewed.

XVII. Health Certification

- **Health Certification.** FSMC shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals and FSMC shall maintain this health certification for the duration of the contract. 7 CFR 210.16e(2)
- **Safety Regulations.** FSMC shall comply with all health and safety regulations required by federal, state or local law.

XVIII. Compliance with Law

- FSMC shall comply with all applicable laws, ordinances, rules and regulations relating to Food Service sanitation, safety and health, including, without limitation, the following: (i) National School Lunch Program (in particular Title 7, code of Federal Regulations, Section 210, 245, et seq.), (ii) the Child Nutrition Act, as amended (7 CFR Part 220), (iii) Special Milk Program for Children (7 CFR Part 215), (iv) Summer Food Service Program (7 CFR Part 225), (v) Child and Adult Care Food Program (7 CFR Part 226), (vi) Donation of Foods in the US (7 CFR Part 50), (vii) Section 103 of the Federal Contract Work Hours and Safety Standards Act (addressing overtime and compensation), (viii) the Clean Air Act, (v) the Clean Water Act, and (ix) the Environmental Protection Agency (EPA) regulations (7 CFR Part 3016.36(i).
- The FSMC shall comply with the standards and policies relating to the Energy Policy and Conservation Act. 7 CFR Part 316.36(i).
- Violations shall be reported to the U.S. Department of Agriculture, Food and Nutrition Services, and the EPA. FSMC shall not knowingly utilize a facility listed on the EPA List of Violating Facilities. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue code 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

XIX. Debarment/Suspension Certificate

- **Debarment/Suspension Certificate.** The FSMC shall sign a Debarment/Suspension Certification for each renewal period certifying that the FSMC has not been debarred / suspended from participating in Federal contracts/grants/awards. 7 CFR 3017.510
- **Location of Certificate.** The certification is attached to the signed Agreement and kept on file at the SFA. A copy of the certification will be forwarded to the state agency with a copy of the signed Agreement. 7 CFR 3017.510

XX. Certificate of Independent Price Determination

- **Independent Price Certification.** FSMC shall certify that the prices in the offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition. FSMC and the SFA shall sign and submit a Certification of

Independent Price Determination with the Agreement. FSMC shall attach the certification to the signed Agreement and the certification shall be kept on file at the SFA. SFA shall also forward a copy of the certification to the state agency with a copy of the signed Agreement. 7 CFR 301

XXI. Lobbying Activities / Other Certifications

- **Lobbying Certification.** FSMC will sign and submit at each renewal period a certification regarding lobbying which conforms in substance with and all applicable state laws. 7 CFR Part 3018. The certification shall be attached to the signed Agreement and kept on file at the SFA. A copy of any certification shall also be forwarded to the state agency with the signed Agreement. 7 CFR 3018
- **Disclosure of Lobbying Activities.** FSMC shall disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7 CFR 3018. The lobbying disclosure form shall be attached to the signed Agreement and kept on file at the SFA. A copy of the certification shall also be forwarded to the state agency with the signed Agreement. 7 CFR 3018
- **Certifications.** Pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, FSMC hereby certifies under the penalties of perjury that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
FSMC shall comply with M.G.L. c. 268A, the Commonwealth's Conflict of Interest Law.
- **FSMC hereby certifies under penalties of perjury that its proposal has been made and submitted in good faith and without collusion or fraud with any other person.** 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.
FSMC certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement;
FSMC certifies that no consultant to or subcontractor for FSMC has given, offered or agreed to give any gift, contribution or offer of employment to the SFA, or to any other person, corporation, or entity as an inducement for, or in connection with, the award of this Agreement;
FSMC certifies that no person, corporation or other entity, other than a bona fide full time employee, has been retained or hired by FSMC to solicit for or in any way assist it in obtaining this Agreement contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to FSMC.

XXII. General Terms & Conditions

- **Governing Law.** This Agreement, its construction, validity, effect, performance and enforcement shall be governed by and construed under the laws of the Commonwealth of Massachusetts.
- **Entire Agreement.** This Agreement (including the RFP and FSMC Proposal) constitutes the entire agreement between the parties pertaining to operation of food service and supersedes all prior or contemporaneous negotiations, discussions or understanding. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties relating to the matters covered by this Agreement other than those set forth in this Agreement.
- **Severability.** Each article, paragraph, subparagraph, term and condition of this Agreement, and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to or in conflict with any applicable present or future law, rule or regulation in a final ruling issued by any court, agency or tribunal with valid jurisdiction, that ruling will not impair the operation of or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the parties and continue to be given full force and effect.
- **Assignment.** Neither FSMC nor the SFA may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may assign this Agreement to an affiliated company or wholly owned subsidiary without prior approval and without being released from any of their responsibilities hereunder.
- **Captions.** All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision of this Agreement.
- **Construction and Effect.** No failure of either party to exercise any power reserved to it by this Agreement or to insist upon strict compliance by the other party with any obligation or condition hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with any of the terms of this contract. Waiver by either party of any particular default shall not affect or impair either party's right to exercise any or all of its rights and powers herein, nor shall that constitute a waiver by that party of any right hereunder, or of its right upon any subsequent breach or default to terminate this Agreement prior to the expiration of its terms.
- **Proprietary Materials.** SFA acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to FSMC or its affiliated and parent companies (collectively "Marks") are proprietary Marks of FSMC, and SFA will not use the Marks for any purpose except as expressly permitted in writing by FSMC. Upon termination of this Agreement, SFA shall (a) immediately and permanently discontinue the use and display of any Marks and make or cause to be made such changes to the Premises as FSMC shall reasonably direct so as to effectively distinguish the Premises from its former appearance (collectively "De-Image"), and (b) immediately remove and deliver to FSMC all goods bearing any Marks. If SFA shall fail to De-Image the Premises within 30 days of the termination date, FSMC and its agents shall have the right to enter the Premises and De-Image the Premises without prejudice to FSMC's other rights and remedies.

- Notices. If any notice or other correspondence is required to be delivered under this Agreement, it shall be given in writing, and shall be delivered personally, by overnight delivery service, or by United States registered or certified mail, postage prepaid with return receipt requested, in which event it shall be deemed given upon receipt, to the parties at the following addresses (or to such other address as a party may designate by notice).

To SFA:

Haverhill Public Schools
ATTN: Assistant Superintendent for Business
4 Summer Street
Haverhill, MA 01830

To

Whitsons New England, Inc.
ATTN: Paul Whitecomb
1800 Motor Parkway
Islandia, NY 11749

With a courtesy copy to the same address, attention: SVP, Administration and General Counsel,
legal@whitsons.com

- Waiver of Recovery. Each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies
- Confidentiality. In the course of providing the Services hereunder, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party including, but not limited to, menus, recipes, signage, Food Service surveys and studies, management guidelines, procedures, operating manuals and software, all of which shall be identified as confidential ("Confidential Information"). The Parties agree to hold in confidence and not to disclose any Confidential Information during the Term of this Agreement and at all times thereafter, except that the Parties may use or disclose Confidential Information: (a) to its employees and affiliates or others to the extent necessary to render any Service hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such outside party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either Party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure enters the public domain other than by breach of the terms of this Agreement; (d) that is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (e) that is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a government authority. The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party. Each Party's Confidential Information shall remain the exclusive property of the Party and shall be returned to the other Party upon termination or expiration of this Agreement.
- Remedies. In the event of any breach of this provision, the Parties shall be entitled to equitable relief in addition to all other remedies otherwise available to it at law. This provision shall survive the termination or expiration of this Agreement.
- Amendments to the Agreement. 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 Agreement. The Parties must mutually agree, in a written document signed by both parties and attached to this Agreement, to amend, add, or delete any Section, Exhibit or Appendix. Any amendment to this Agreement shall become effective at the time specified in the amendment.
- Counterparts. This Agreement may be executed in one or more counterparts. Each such executed counterpart and facsimile signature shall be deemed to be an original, but all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument as of the respective dates first written below.

Approved as to Form:

City of Haverhill:

William D. Cox, Jr.
City Solicitor

James J. Fiorentini
Mayor

Witness

Robert J. DeFusco
Purchasing Director

FOR THE CONTRACTOR:

Paul Whitcomb
Executive Vice President
Whitsons New England, Inc.

James F. Scully
Superintendent of the Haverhill Public Schools

Shaun Toohey
President
Haverhill School Committee

Corporate Secretary:

EXHIBIT A

FINANCIAL TERMS AS PER FSMC'S PRICE PROPOSAL

Fees/Guarantees	Year 1 July 1 2014- June 30, 2015	Year 2 July 1, 2015- June 30, 2016	Year 3 July 1, 2016- June 30, 2017	Year 4 July 1, 2017- June 30, 2018	Year 5 July 1, 2018- June 30, 2019
1. Administrative / Service Fee	\$ 100,000	\$ 102,500	\$ 105,063	\$ 107,689	\$ 110,381
2. Food Service Director's Total Salary (From Appendix G- Food Service Director's Total Salary)	\$ 101,638	\$ 104,179	\$ 107,304	\$ 110,523	\$ 113,839
3. Management Fee	\$ 40,000	\$ 41,000	\$ 42,025	\$ 43,076	\$ 44,153
4. Fee Subtotal (Add Lines 1,2 &3)	\$ 241,638	\$ 247,679	\$ 254,392	\$ 261,288	\$ 268,373
5. Annual Guarantee (From Appendix A-2- Financial Budget Projection)	\$ 478,244	\$ 513,457	\$ 553,202	\$ 593,328	\$ 633,799
6. Total Annual Cost (Subtract Line 5 from Line 4)	\$ (236,606)	\$ (265,778)	\$ (298,810)	\$ (332,040)	\$ (365,427)



Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 02148-4906

Telephone: (781) 338-3000
TTY: N.E.T. Relay 1-800-439-2370

July 17, 2014

Robert DeFusco
Purchasing Director
City of Haverhill
4 Summer Street
Haverhill, MA 01830

Agreement # 05-128

Dear Mr. DeFusco:

RE: Food Service Management Company contract

The Massachusetts Department of Elementary and Secondary Education (ESE), Office for Nutrition, Health and Safety Programs, has reviewed the documents submitted regarding the United States Department of Agriculture's (USDA) Child Nutrition Program procurement regulations for Food Service Management Company (FSMC) contracts.

The submitted documents are approved, and the contract may now be fully executed by having representatives from both the Local Educational Agency and Food Service Management Company sign the contract where indicated. **Documents approved by this office may not be changed prior to execution. Additionally, prior to contract execution proposed contract amendments or revisions must be reviewed and approved by this office.** *In compliance with 7CFR 210.16(a)(10), all expenses incurred on altered contracts or contract extensions are unallowable, as is the case with contracts and contract extensions executed prior to state agency approval. The State Agency reserves the right to recover and discontinue all funding in the case of unallowable contracts and contract extensions.* Once executed, submit a copy of the executed contract including signature page(s) to this office.

Please do not hesitate to contact Bridget Ziniti at 781-338-6496 or bziniti@doe.mass.edu if you have additional questions or require further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathleen C. Millett", written over a horizontal line.

Kathleen C. Millett
Executive Director
Office for Nutrition, Health & Safety Programs

c: file



*Haverhill Public Schools
Office of the Superintendent*

sc 6/9/16

JD.

June 7, 2016

Dear Members of the School Committee:

There is a provision in the Transportation Contract with NRT Bus Inc, that allows the school department, at its sole discretion, to renew the agreement for two (2) additional three year periods.

I respectfully request that the School Committee approve a renewal of this contract for an additional three year period from August 1, 2016 through July 31, 2019.

Sincerely,

*James F. Scully
Superintendent of Schools*



**CITY OF HAVERHILL
ARTICLES OF AGREEMENT**

**Special Needs Transportation
Quote 052011**

This agreement is made and entered into this 25th day of July 2011 by and between the HAVERHILL SCHOOL DEPARTMENT ("the HSD"), a municipal corporation and existing under the laws of the Commonwealth of Massachusetts, and NRT Bus Inc., a ☐ corporation duly organized and existing under the laws of the Commonwealth/State of _____ or ☐ as a D/B/A duly registered at: 55 Hampshire Road, Methuen, MA 01844 ("The CONTRACTOR").

ARTICLE I. DEFINITION. "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the bid documents," which include without limitation, the instructions to bidders, the CONTRACTOR's bid or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the CONTRACTOR's bid or proposal.

ARTICLE II. DURATION. The contract term shall be five (5) years from August 1, 2011 through July 31, 2016. The Haverhill School Department, at its sole discretion, reserves the right to renew for two (2) additional three (3) year periods.

ARTICLE III. TERMS. The CONTRACTOR agrees to provide Special Needs Transportation to the Haverhill School Department all in accordance with the bid documents of June 20, 2011 (bid opening date).

CONTRACT VALUE: The Total Cost for Option A is \$762,930.00 U.S. Dollars and the Total Cost for Option B is \$712,530.00 U.S. Dollars. See Appendix A.

ARTICLE IV. PAYMENT. The HSD agrees to pay to the CONTRACTOR the sum set forth in the CONTRACTOR's bid.

The pricing during the term of this CONTRACT to include any options to renew the CONTRACT will be adjusted on the contract anniversary date by the percentage increase, if any, during the preceding 12 month period beginning July 1, in the Consumer Price Index for all Urban Consumers-Boston SMSA, published by the Bureau of Labor Statistics.

The Haverhill School Department reserves the right to increase or decrease the number of buses upon written notice to the CONTRACTOR and to alter or modify any transportation schedule at its discretion.

All invoices must comply with the pricing established in the CONTRACT and the bid documents. Any changes will require the prior written approval by the Haverhill School Department.

The CONTRACTOR shall submit invoices in duplicate, equal to 1/10 of the yearly contract price, prior to the 5th day of each month, September through June of each year. Invoices for Athletic Department transportation will be submitted monthly in duplicate prior to the 5th of each month.

ARTICLE V. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or

circumstance within the CONTRACTOR's reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR's reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the HSD, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the HSD as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the CONTRACTOR's reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

The HSD may terminate THIS CONTRACT at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination, the CONTRACTOR shall cease to incur additional expenses in connection with THIS CONTRACT. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the HSD. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE VI. DAMAGES. From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the HSD may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the HSD as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

ARTICLE VII. CONFLICT. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these Articles.

ARTICLE VIII. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts and the ordinances of the City of Haverhill, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof.

ARTICLE IX. PERFORMANCE BONDS: The Contractor must furnish the HSD a Performance Bond annually for one hundred (100) percent of the full annual value of the contract.

ARTICLE X. FOREIGN CORPORATIONS: CONTRACTORS and subcontractors that are incorporated outside of Massachusetts must certify compliance with certain corporation laws and submit to the HSD a certificate of the state secretary stating that the corporation has complied with requirements and the date of compliance, and further has filed all annual reports required.

ARTICLE XI. FINANCIAL REPORTING: The CONTRACTOR will maintain certain financial records and make them available for inspection by certain state agencies and file periodic financial reports.

ARTICLE XII. TAX COMPLIANCE: The CONTRACTOR must certify in writing that they complied with all state laws relating to taxes, reporting of employees and contractors and child support.

ARTICLE XIII. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The HSD may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XIV. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract or transfer any interest in THIS CONTRACT without prior written consent of the HSD. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

Approved as to Form:

City of Haverhill:

William D. Cox, Jr., Esq.
City Solicitor

James J. Fiorentini, Esq.
Mayor

Witness

Robert DeFusco
Purchasing Director

FOR THE CONTRACTOR:

NRT Bus Inc.
John McCarthy
President

James J. Scully
Superintendent of Schools

Corporate Secretary:

Certified as to Availability of Funding:

Charles Benevento, Director of Finance & City Auditor

**Appendix A
Pricing Sheet**

Special Needs Transportation – Fuel Provided by Bidder

<u>Route</u>	<u>Vehicle Capacity</u>	<u># of Vehicles</u>	<u>Cost / Day / Vehicle</u>	<u>Total Daily Cost (cost/day x # of vehicles)</u>	<u>Total Annual Cost (total daily cost / x 180 days)</u>
Passenger Bus	28	4	\$302.75	\$1,211.00	\$217,980.00
Passenger Bus	14 - 18	10	\$302.75	\$3,027.50	\$544,950.00
				Total Cost	\$762,930.00

This bid is based on a gasoline price of \$3.1075 / gallon and a diesel price of \$3.1490 / gallon and will be hereafter referred to as the "Base Price of Fuel," to include all taxes. Index: Boston JOC Price. Date: 6/17/11.

Special Needs Transportation – Fuel Provided by Haverhill School Department

<u>Route</u>	<u>Vehicle Capacity</u>	<u># of Vehicles</u>	<u>Cost / Day / Vehicle</u>	<u>Total Daily Cost (cost/day x # of vehicles)</u>	<u>Total Annual Cost (total daily cost / x 180 days)</u>
Passenger Bus	28	4	\$282.75	\$1,131.00	\$203,580.00
Passenger Bus	14 - 18	10	\$282.75	\$2,827.50	\$508,950.00
				Total Cost	\$712,530.00

3/c
**Haverhill Public Schools
Haverhill, Massachusetts 01830**

6/9/16

January, 2016

6A.

Grant/Program Area:	Title III – ELE Academy Summer Program
Project #/Code:	
Account #	4161800.4.2357.6420.35.000.05.40
City #	Haverhill

**CONTRACT FOR SERVICES
Between**

Haverhill Public Schools
Local Education Agency
and
Ariel Nelson - CES
Individual Consultant or Agency

Consultant Information

Name: Ariel Nelson, Collaborative Educational Solutions

Address: 54 Winter Street Brattleboro, VT 05301

Social Security Number or Federal Tax Identification: _____

Dates of Proposed Service: June 22 and 23 and July 7 and 14, 2016 PD/Coaching

Maximum Contract Dollars and/or Rate: \$1650 per day

Payment Schedule: Upon receipt of invoices.

Brief Description of Services:

Professional Development for ELE Summer Academy Staff in Targeted Literacy and Language Intensive Development for the extended year program for ELLs (see enclosed MOA)

Line Item Budget for Consultant Services: Title III Extended Year Program HQPD Contracted Services
(Activity - Rate x Days/Hours = Payment) \$1650 per day
FY16 Line 5 Contractual Services \$6600
Total Contract = \$6600

Termination: This contract may be terminated for non-performance or inadequate performance at any time. In the event of such termination, the compensation shall be adjusted to the percentage of performance completed. In addition, this contract is subject to local, state and federal appropriations and may be terminated immediately upon the reduction in funding by the funding source. Furthermore, if this contract is for professional development services, the contract may be canceled 10 days prior to the start of services for insufficient enrollment without penalty to the Haverhill Public School System.

Date _____

**Haverhill Public Schools
Haverhill, Massachusetts 01830**

Enclosure A

Consultants - Contracted Personnel Services

When the grant request includes a budget item for consultant or contracted personnel services, the following information shall be required by the Department of Education:

(The hiring of individuals as employees of the recipient organization shall be done on an open and competitive basis in accordance with the established personnel policies and procedures of that retirement organization.)

- Name and address of consultant.
- Address
- Dates of proposed service.
- A detailed description of the services to be provided and the right to access the end product.
- Maximum contract dollars and/or rate.
- A detailed line item budget.
- A full financial disclosure statement.
- A certificate of condition or partnership agreement. The certificate shall include a list of the names and addresses of all persons, other than the contractor, having any financial interest in the proposed contract, including, in the case of the contractor which is a corporation, all persons owning more than one percent of its capital stock.
- Federal identification tax number and/or social security number.
- Copies of Federal Internal Revenue Service forms (W-9) and comparable State forms to be maintained.
- Resume'(s) of the consultant or contractor.
- Statements related to the termination of the contract, to liability within the contract to nonexpendable property and state/federal right of ownership of products or services delivered.
- A payment schedule.
- The consultant or contractor shall be subject to a federal and/or state audit.
- The consultant or contractor shall provide evidence of the service provided as well as the end product.
- The consultant or contractor shall comply with all other state and federal requirement.

**Haverhill Public Schools
Haverhill, Massachusetts 01830**

**STANDARD DISCLOSURE STATEMENT
(Non-Employee Contract)
(Individual)**

In accordance with the Policy requirements of the Executive Office for Administration and Finance and prior to accepting this contract to tender non-employee services to the Commonwealth, the following represents all income due or to become due me for services rendered to the Commonwealth, to the federal government, or any political subdivisions thereof during the period of this contract.

A. From the Federal Government (Specify or write "none")

none

B. From the Commonwealth of Massachusetts (Specify or write "none")

none

C. From a political subdivision (Specify City, Town, or Agency or write "none")

none

Contractor

(signed

--

Date January 4, 2016

Department Reference

**Standard Operating Procedure
For
SELECTING CONSULTANT CONTRACTS**

PURPOSE: The purpose of these guidelines is to establish a system for selecting consultant to the school district that will provide the most appropriate and highest quality services at the most competitive price.

STATE LAW: Chapter 30B of the Massachusetts general Laws stipulates the procedures that must be followed when public entities contract for services. Chapter 30B requires that contracts over \$25,000 receive special attention, and that there be fair and robust competition for these larger contracts. The state expects that there be uniform contract procedures at the local level. Chapter 30B includes a list of specific exemptions from bidding and quote procedures.

GENERAL PROCEDURES: Procedures for awarding service contracts are based upon the value of the contract

Under \$5,000	Use sound business practices
From \$5,000 to \$24,999	Seek a minimum of three quotes and contract with the responsive and responsible vendor providing the service needed for the lowest price
Over \$25,000	Formal advertised competition

EXEMPTIONS FROM THE CHAPTER 30B REQUIREMENTS:

There are over 30 types of contracts that are exempt from Chapter 30B procedures. A few of the exemptions that affect the school system are enumerated below.

- A. Contracts for services and materials on a state-approved price list contract
- B. Direct services provided to students with special needs
- C. Contracts with health care providers
- D. Training, education or career development to department employees.
- E. Agreements between other governmental entities

LOCAL PROCEDURES:

Notwithstanding the exemptions provided under Massachusetts law in Chapter 30B, all consultant contracts will be evaluated with the goal in mind of obtaining the best possible service that meets the needs at the lowest cost. To that end, contract managers should fill out the "Selecting and Evaluating Consultants" form and attach to all contracts. Where possible, competitive proposals will be solicited for consultant contracts, and when competition exists, a fair and uniform system of selection will be used. To the extent possible, an attempt will be made to advertise the service contract opportunities that occur within the school district. All contracted service providers must be evaluated at the end of the service period. A written report of evaluation will be filed with the contract manager and with the contract.

**Standard Operating Procedure
For
SELECTING CONSULTANT CONTRACTS**

A. Describe the essence of the contract services in layman's terms

CES will be providing the in-service professional development specifically for the ELE Staff in effective and rigorous instructional practices essential for ELLs. The workshops are designed to address the ESL professional practitioner on an advanced level of research, practice, and inquiry.

B. How was the contract opportunity announced or advertised? If not advertised, please indicate why.

The contract was developed by the ELE Supervisor and CES to address the explicit demands of the ESL teachers whose responsibility is to teach academic content and language development with accelerated rigor using a variety of highly engaging, interactive literacy rich methodologies unique to instructing second language learners at multiple grades and levels.

C. What other vendors competed for the contract?

CES is a sole source provider who designed the professional development with the HPS ELE Supervisor specifically for the expectations of the Haverhill Public Schools ELE Program staff. Ms. Nelson has worked with the HPS providing Professional Development in the area of sheltering instruction for ELLs, coaching of SEI staff, and coaching of our ELE staff thus rendering the contract exempt from the competitive bid process.

D. What criteria were used to make the selection?

The effectiveness of the contractor is proven through participant reviews, application of practices, and evaluative feedback. Teachers respect the contractor's knowledge, and approach making her a good fit to continue mentoring those she has trained initially and new staff needing support. The contractor is a skilled expert on the pedagogy of second language learners, teaching writing, parent and community outreach, the Common Core Frameworks, and benchmarking and assessing of ELLs.

E. How will the services be evaluated?

The ELE Supervisor will receive feedback from the ELE Staff after each session and will make observations about improved practices applied in the instruction of ELLs. Principals and other instructional leaders are also involved in observing that effective instruction for ELLs is taking place. Improvement in writing and in use of vocabulary in context will be a focus for this year's PD for the ELE Staff.

May the contract be extended?

Yes.

Name of contract manager Graciela Trilla, Ed.D.

req # 16W06295
sc 6/9/16
6A.

**Haverhill Public Schools
Haverhill, Massachusetts 01830**

January, 2016

Grant/Program Area:	Title III ELE
Project #/Code:	
Account #	4161801.4.2351.6420.35.000.05.40
City #	Haverhill

**CONTRACT FOR SERVICES
Between**

Haverhill Public Schools
Local Education Agency
and
Ariel Nelson - CES
Individual Consultant or Agency

Consultant Information

Name: Ariel Nelson, Collaborative Educational Solutions

Address: 54 Winter Street Brattleboro, VT 05301

Social Security Number or Federal Tax Identification: _____

Dates of Proposed Service: August 17 and 18, 2016

Maximum Contract Dollars and/or Rate: \$1650 per day

Payment Schedule: Upon receipt of Invoices.

Brief Description of Services:

Professional Development for ELE Staff in Effective ELD Instructional Practices and Planning
(see enclosed MOA)

Line Item Budget for Consultant Services: Title III Quality PD Grant Contracted Services
(Activity - Rate x Days/Hours = Payment) \$1650 per day
FY16 Line 5 Contractual Services \$3300
Total Contract = \$3300

Termination: This contract may be terminated for non-performance or inadequate performance at any time. In the event of such termination, the compensation shall be adjusted to the percentage of performance completed. In addition, this contract is subject to local, state and federal appropriations and may be terminated immediately upon the reduction in funding by the funding source. Furthermore, if this contract is for professional development services, the contract may be canceled 10 days prior to the start of services for insufficient enrollment without penalty to the Haverhill Public School System.

**Haverhill Public Schools
Haverhill, Massachusetts 01830**

Non-expendable Property: The consultant hereby agrees that any non-expendable property purchased from funds budgeted in this contract shall remain the property of the above named local education agency.

Access to Product: The Massachusetts Department of Education retains the right of access to any products (curriculum guides, reports, evaluations, etc.) developed under this contract. All products as defined above must contain the following statement:

"The contents of this (insert type of publication; e.g. book report, film) were developed under a grant from the Massachusetts Department of Education. However, these contents do not necessarily represent the policy of that agency, and should not be viewed as an endorsement."


Additional Instructions

The consultant must complete ***the attached standard financial disclosure statement and attach a resume'*** to this contract.

Contracting organizations or agencies must attach a certificate of condition or partnership agreement.


The certificate shall include a list of names and addresses of all persons other than the consultant, having any financial interest in the proposed contract. Including, in the case of an organization which is a corporation, all persons owning more than one percent of its capital stock.


Graciela Trilla, Ed.D.
Administrator


Signature of Consultant

ELE Supervisor January 4, 2016
Title Date

Education Consultant/ELE Specialist January 4, 2016
Title Date


Assistant Superintendent of Business

1-13-16
Date


Assistant Superintendent

2/9/16
Date


Superintendent of Schools

17 Jan 16
Date

**Haverhill Public Schools
Haverhill, Massachusetts 01830**

Enclosure A

Consultants - Contracted Personnel Services

When the grant request includes a budget item for consultant or contracted personnel services, the following information shall be required by the Department of Education:

(The hiring of individuals as employees of the recipient organization shall be done on an open and competitive basis in accordance with the established personnel policies and procedures of that retirement organization.)

- Name and address of consultant.
- Address
- Dates of proposed service.
- A detailed description of the services to be provided and the right to access the end product.
- Maximum contract dollars and/or rate.
- A detailed line item budget.
- A full financial disclosure statement.
- A certificate of condition or partnership agreement. The certificate shall include a list of the names and addresses of all persons, other than the contractor, having any financial interest in the proposed contract, including, in the case of the contractor which is a corporation, all persons owning more than one percent of its capital stock.
- Federal identification tax number and/or social security number.
- Copies of Federal Internal Revenue Service forms (W-9) and comparable State forms to be maintained.
- Resume'(s) of the consultant or contractor.
- Statements related to the termination of the contract, to liability within the contract to nonexpendable property and state/federal right of ownership of products or services delivered.
- A payment schedule.
- The consultant or contractor shall be subject to a federal and/or state audit.
- The consultant or contractor shall provide evidence of the service provided as well as the end product.
- The consultant or contractor shall comply with all other state and federal requirement.

**Haverhill Public Schools
Haverhill, Massachusetts 01830**

**STANDARD DISCLOSURE STATEMENT
(Non-Employee Contract)
(Individual)**

In accordance with the Policy requirements of the Executive Office for Administration and Finance and prior to accepting this contract to tender non-employee services to the Commonwealth, the following represents all income due or to become due me for services rendered to the Commonwealth, to the federal government, or any political subdivisions thereof during the period of this contract.

A. From the Federal Government (Specify or write "none")

none

B. From the Commonwealth of Massachusetts (Specify or write "none")

none

C. From a political subdivision (Specify City, Town, or Agency or write "none")

none

Contractor

(signed 

Date January 4, 2016

Department Reference

**Standard Operating Procedure
For
SELECTING CONSULTANT CONTRACTS**

PURPOSE: The purpose of these guidelines is to establish a system for selecting consultant to the school district that will provide the most appropriate and highest quality services at the most competitive price.

STATE LAW: Chapter 30B of the Massachusetts general Laws stipulates the procedures that must be followed when public entities contract for services. Chapter 30B requires that contracts over \$25,000 receive special attention, and that there be fair and robust competition for these larger contracts. The state expects that there be uniform contract procedures at the local level. Chapter 30B includes a list of specific exemptions from bidding and quote procedures.

GENERAL PROCEDURES: Procedures for awarding service contracts are based upon the value of the contract

Under \$5,000	Use sound business practices
From \$5,000 to \$24,999	Seek a minimum of three quotes and contract with the responsive and responsible vendor providing the service needed for the lowest price
Over \$25,000	Formal advertised competition

EXEMPTIONS FROM THE CHAPTER 30B REQUIREMENTS:

There are over 30 types of contracts that are exempt from Chapter 30B procedures. A few of the exemptions that affect the school system are enumerated below.

- A. Contracts for services and materials on a state-approved price list contract
- B. Direct services provided to students with special needs
- C. Contracts with health care providers
- D. Training, education or career development to department employees.
- E. Agreements between other governmental entities

LOCAL PROCEDURES:

Notwithstanding the exemptions provided under Massachusetts law in Chapter 30B, all consultant contracts will be evaluated with the goal in mind of obtaining the best possible service that meets the needs at the lowest cost. To that end, contract managers should fill out the "Selecting and Evaluating Consultants" form and attach to all contracts. Where possible, competitive proposals will be solicited for consultant contracts, and when competition exists, a fair and uniform system of selection will be used. To the extent possible, an attempt will be made to advertise the service contract opportunities that occur within the school district. All contracted service providers must be evaluated at the end of the service period. A written report of evaluation will be filed with the contract manager and with the contract.

**Standard Operating Procedure
For
SELECTING CONSULTANT CONTRACTS**

A. Describe the essence of the contract services in layman's terms

CES will be providing the in-service professional development specifically for the ELE Staff in effective and rigorous instructional practices essential for ELLs. The workshops are designed to address the ESL professional practitioner on an advanced level of research, practice, and inquiry.

B. How was the contract opportunity announced or advertised? If not advertised, please indicate why.

The contract was developed by the ELE Supervisor and CES to address the explicit demands of the ESL teachers whose responsibility is to teach academic content and language development with accelerated rigor using a variety of highly engaging, interactive literacy rich methodologies unique to instructing second language learners at multiple grades and levels.

C. What other vendors competed for the contract?

CES is a sole source provider who designed the professional development with the HPS ELE Supervisor specifically for the expectations of the Haverhill Public Schools ELE Program staff. Ms. Nelson has worked with the HPS providing Professional Development in the area of sheltering instruction for ELLs, coaching of SEI staff, and coaching of our ELE staff thus rendering the contract exempt from the competitive bid process.

D. What criteria were used to make the selection?

The effectiveness of the contractor is proven through participant reviews, application of practices, and evaluative feedback. Teachers respect the contractor's knowledge, and approach making her a good fit to continue mentoring those she has trained initially and new staff needing support. The contractor is a skilled expert on the pedagogy of second language learners, teaching writing, parent and community outreach, the Common Core Frameworks, and benchmarking and assessing of ELLs.

E. How will the services be evaluated?

The ELE Supervisor will receive feedback from the ELE Staff after each session and will make observations about improved practices applied in the instruction of ELLs. Principals and other instructional leaders are also involved in observing that effective instruction for ELLs is taking place. Improvement in writing and in use of vocabulary in context will be a focus for this year's PD for the ELE Staff.

May the contract be extended?

Yes.

Name of contract manager Graciela Trilla, Ed.D.

**Haverhill Public Schools
Haverhill, Massachusetts 01830**

sc 6/9/16

61.

Grant/Program Area:	Title 1 School Support FY 16	323B-DSAC
Project #/Code:		
Account #	4163230.4.2357.6420.33.000.05.10	
City #		

**CONTRACT FOR SERVICES
Between**

Haverhill Public Schools
Local Education Agency
and

Ariel Nelson

Individual Consultant or Agency

Consultant Information

Name: Ariel Nelson

Address: 54 Winter Street, Brattleboro, VT 05302

Social Security Number or Federal Tax Identification: _____

Dates of Proposed Service: May and June 2016

Maximum Contract Dollars and/or Rate: \$7,250

Payment Schedule: Upon completion of services and submission of invoice

Brief Description of Services:

The contractor will deliver one day of PD and 4 days of instructional coaching that will provide the content teachers of Haverhill High School with the knowledge and skills to be in alignment with the State of Massachusetts' Educator Evaluation Rubric, provide consistency and accountability in the classroom, increase student engagement for all students, and ultimately increase the productivity in the classroom which will result in higher test scores and the advancement of all students as college and career ready.

Line Item Budget for Consultant Services 4163230.4.2357.6420.33.000.05.10
[Activity - Rate x Days/Hours = Payment] 4 Full Days of Coaching, \$1,400 per day = \$5,600
1 Full Day of PD: \$1,650
Total: \$7,250

**Haverhill Public Schools
Haverhill, Massachusetts 01830**

Termination: This contract may be terminated for non-performance or inadequate performance at any time. In the event of such termination, the compensation shall be adjusted to the percentage of performance completed. In addition, this contract is subject to local, state and federal appropriations and may be terminated immediately upon the reduction in funding by the funding source. Furthermore, if this contract is for professional development services, the contract may be canceled 10 days prior to the start of services for insufficient enrollment without penalty to the Haverhill Public School System.

Non-expendable Property: The consultant hereby agrees that any non-expendable property purchased from funds budgeted in this contract shall remain the property of the above named local education agency.

Access to Product: The Massachusetts Department of Education retains the right of access to any products (curriculum guides, reports, evaluations, etc.) developed under this contract. All products as defined above must contain the following statement:

"The contents of this (insert type of publication; e.g. book report, film) were developed under a grant from the Massachusetts Department of Education. However, these contents do not necessarily represent the policy of that agency, and should not be viewed as an endorsement."

Additional Instructions

The consultant must complete *the attached standard financial disclosure statement and attach a resume'* to this contract.


Contracting organizations or agencies must attach a certificate of condition or partnership agreement. The certificate shall include a list of names and addresses of all persons other than the consultant, having any financial interest in the proposed contract. Including, in the case of an organization, which is a corporation, all persons owning more than one percent of its capital stock.



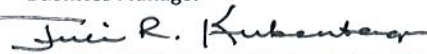
Administrator

Mathematics Supervisor 5/3/16

Title/Date



Business Manager



Assistant Superintendent of Schools

Superintendent of Schools



Signature of Consultant

Education Consultant 5/4/16

Title/Date

5.24.2016

Date

Date

5/31/16

Date

Date

**Haverhill Public Schools
Haverhill, Massachusetts 01830**

Enclosure A

Consultants - Contracted Personnel Services

When the grant request includes a budget item for consultant or contracted personnel services, the following information shall be required by the Department of Education:

(The hiring of individuals as employees of the recipient organization shall be done on an open and competitive basis in accordance with the established personnel policies and procedures of that retirement organization.)

- Name and address of consultant.
- Address
- Dates of proposed service.
- A detailed description of the services to be provided and the right to access the end product.
- Maximum contract dollars and/or rate.
- A detailed line item budget.
- A full financial disclosure statement.
- A certificate of condition or partnership agreement. The certificate shall include a list of the names and addresses of all persons, other than the contractor, having any financial interest in the proposed contract, including, in the case of the contractor which is a corporation, all persons owning more than one percent of its capital stock.
- Federal Identification tax number and/or social security number.
- Copies of Federal Internal Revenue Service forms (W-9) and comparable State forms to be maintained.
- Resume'(s) of the consultant or contractor.
- Statements related to the termination of the contract, to liability within the contract to nonexpendable property and state/federal right of ownership of products or services delivered.
- A payment schedule.
- The consultant or contractor shall be subject to a federal and/or state audit.
- The consultant or contractor shall provide evidence of the service provided as well as the end product.
- The consultant or contractor shall comply with all other state and federal requirement.

**Haverhill Public Schools
Haverhill, Massachusetts 01830**

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**Haverhill Public Schools
Haverhill, Massachusetts 01830**

**Standard Operating Procedure
For
SELECTING CONSULTANT CONTRACTS**

A. Describe the essence of the contract services in layman's terms

To deliver job embedded instructional coaching to content area teachers at Haverhill High School that is aligned to the Massachusetts Educator Evaluation Rubric in order to increase student engagement (II-A-2.), accountability, and access for all students. Teachers will be guided through a reflective practice (IV-A-1.) and develop better structured lessons (I-A1.). In addition, a follow up full day workshop will be held with a focus on actively engaging students and differentiating instruction.

B. How was the contract opportunity announced or advertised? If not advertised, please indicate why.

This opportunity was collaboratively developed with the Haverhill High School principal and mathematics supervisor in order to continue the work to address instructional needs in math classes at the high school.

C. What other vendors competed for the contract?

N/A

D. What criteria were used to make the selection?

This vendor has been utilized for years and has a proven track record for success.

E. How will the services be evaluated?

A feedback survey will be administered regularly. All participants will be required to provide written feedback. The feedback data will be analyzed by the math supervisor and shared with the building principal, assistant superintendent, and superintendent.

The contractor will provide evaluations per session. The staff will have tasks during the sessions and possible projects/tasks to be completed prior to follow up sessions.

F. May the contract be extended?

Yes, depending on evidence of effectiveness.

Name of contract manager Patricia Juranovits



Educational Training and Coaching Programs

This Memorandum of Agreement outlines the details of our coaching and training services.
Acceptance and authorization of this document forms an Agreement between:

Haverhill Public Schools

(The Client and/or Company herein referred to as "Client", "you", "your", or "Participant")
and

Collaborative Educational Solutions /Ariel Nelson

(Collaborative Educational Solutions Hereinafter referred to as CES)

(Additional Program Participants will be hereinafter referred to as "they" or "Participant")

Client Name: Haverhill Public Schools – Haverhill High School

Company Name: CES / Ariel Nelson

Program Dates: May and June 2016

Objective:

To deliver one day of PD and 4 days of instructional coaching that will provide the content teachers of Haverhill High School with the knowledge and skills to be in alignment with the State of Massachusetts' Educator Evaluation Rubric, provide consistency and accountability in the classroom, increase student engagement for all students, and ultimately increase the productivity in the classroom which will result in higher test scores and the advancement of all students as college and career ready.

Coaching

A **CES Coach**, will observe, then meet with a maximum of 5 individual teachers per day to coach them on effective instructional strategies, increasing student engagement, increasing academic language instruction/acquisition, fostering higher order thinking, community outreach, and becoming reflective practitioners. The coaching sessions will support the teachers of Haverhill High School to be able to analyze their classrooms and teaching strategies from the perspective of a struggling student, and incorporate the reflective process into their teaching.

Professional Development

One full day workshop focusing on strategies and routines for a student centered classroom. Teachers will work on developing strategies and routines that will increase student engagement and student learning. They will focus on creating hands on, interactive, and collaborative activities that will provide the students with meaningful practice and engagement with content.

Training / Coaching Investment:

	Observations
Full day – Coaching	\$1400.00 per day = \$5600.00
Full day – PD	1650.00

Total = \$7250.00



Payment Terms:

Haverhill Public Schools will be billed immediately after each session and payment is to be received within 30 days of invoice date.

Guarantee:

CES guarantees to provide the services listed above in a professional and timely manner and use our best efforts to improve the overall performance of the Haverhill High School staff based on the goals set during the program.

References:

Liz Bennett – ELA Cluster Chair at Greater Lowell Tech
Tyngsboro, MA 01879
978.454.5411

Dr. Francis Bailey – Head of ESOL Department at University of Kentucky
Louisville, KY
413.687.1870

Ken Pransky – Curriculum and Instructional Consultant at Hampshire Educational Collaborative
Northampton, MA
413.586.4900

Rebecca Wright – ESOL Director at Gill-Montague Regional School District
Montague, MA
978.544.3083

General Conditions:

1. Our services are advisory. Participants bear sole responsibility for the use and implementation of these services in the school. You agree to forever indemnify and hold harmless your Facilitator and CES from and against any loss, cost or expense resulting from activities related to the subject matter in this document and in the programs.
2. Workshop sessions can be re-scheduled. If a workshop needs to be rescheduled, you agree to provide at least 48 hours written notice (by e-mail) or risk forfeiture of that session.
3. This agreement is the entire agreement between you and your CES trainer, all prior agreements, promises or representations being merged herein. This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Massachusetts.

Executed by, and effective from:

Client: Haverhill Public Schools

BY:  _____

Date: 5/3/2016

Facilitator: Ariel Nelson

BY:  _____

Date: 4/26/2016

