

Haverhill School Committee



Meeting Portfolio
05.23.24



Haverhill Public Schools - School Committee
Hybrid Regular Meeting Agenda of May 23, 2024 @ 7:00 pm
Theodore A. Pelosi, Jr. City Council Chambers
City Hall, Room 202, 4 Summer Street, Haverhill MA 01830

Governor Healey has extended pandemic-related authorizations thereby allowing remote and hybrid meeting options for public bodies through March 31, 2025. In order to register to participate in **remote public comment only** during the school committee meeting, please register here at least 6 hours prior to meeting: google.com/forms/d/17Z87UgI. A link to the public comment session of the meeting will be emailed to you at the address you supply at least two hours before the meeting. **There will also be in-person public comment, which does not require registration. This meeting will be broadcast over HCTV and WHAV. The full meeting recording will be posted on the HCTV website.**

Statement to be read by mayor/chairperson at beginning of each meeting: those attending tonight's meeting should be aware that the meeting is being audio and video recorded by HCTV, ET and WHAV. Any audience members who wish to record any part of the meeting must inform the Chairperson who will announce the recording. This is to comply with the MA wiretap statute.

1. Roll Call – Pledge of Allegiance.
2. Communications/Reports.
 - A) Public Comment (In-person & Remote).
 - B) Student Advisory Council Report – Melanie Palacios.
 - C) Superintendent Comments/Reports.
 - 1) Introduction of Walnut Square Principal Jennifer Rubera along with winners of Peace Poetry Contest.
 - 2) Recognition of retirees along with a book donation to their school's library in their honor.
 - 3) High School Administration Updates for SY24-25.
 - 4) Recommendation for Approval of Food Service Management Contract (DESE).
 - 5) Posting of an Interim Business Manager.
3. Approval of Superintendent's Recommended FY25 Budget.
4. School Committee Reports/Communications.
 - A) Approval of School Committee Scholarship Recommendations along with extending an invitation to recipients to attend the next regular meeting for formal recognition by the school committee.
 - B) Dr. Story: Girl Scouts Troop 67111 Bronze Award project presentation and donation request.
 - C) Ms. Collins: Introduction of high school student leaders regarding a letter being sent to our Senators and the Governor.
 - D) Ms. Collins: Introduction of Ms. Victoria Kelley and Mr. Kevin Higginbottom to provide a comprehensive report on the CTE Program.
 - E) Attorney Magliocchetti and Dr. Grannemann: State Funding Update.

This meeting of the Haverhill School Committee will be held in-person the location provided on this notice as its official meeting location pursuant to the Open Meeting Law. As the meeting is held in person at a physical location that is open and accessible to the public, the School Committee is not required to provide remote access to a meeting. Members of the public are welcome to attend this in-person meeting. Please note that a live stream of the meeting is being provided only as a courtesy to the public, and the meeting will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly. Thank you.

5. Subcommittee Reports.
6. Old Business.
 - A) Policy Recommendation: to approve revised Policy JBB – Educational Equity as indicated in the agenda material.
 - B) Policy Recommendation: to approve revised Policy ADF – School Wellness Policy as indicated in the agenda material.
7. New Business.
 - A) Superintendent’s Recommendation to approve Warrant Number EV2024030524, and EV20240524B, totaling \$1,466,381.33, as indicated in the agenda material.
 - B) Superintendent’s Recommendation to approve Warrant Number 20240524A totaling \$9,829.24, as indicated in the agenda material.
8. Items by Consensus.
 - A) Superintendent’s Recommendation for Approval of the Hybrid Regular Meeting Minutes of May 9, 2024, and the FY25 Public Hearing Minutes of May 20, 2024, as indicated in the agenda material.
 - B) Superintendent’s Recommendation for Approval of use of facilities as indicated in the agenda material.
9. Adjournment.

This meeting of the Haverhill School Committee will be held in-person the location provided on this notice as its official meeting location pursuant to the Open Meeting Law. As the meeting is held in person at a physical location that is open and accessible to the public, the School Committee is not required to provide remote access to a meeting. Members of the public are welcome to attend this in-person meeting. Please note that a live stream of the meeting is being provided only as a courtesy to the public, and the meeting will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly. Thank you.



MASSACHUSETTS

Department of Elementary
and Secondary Education

SC 05.23.24 2 C (4)

Haverhill Public Schools Request for Proposal (RFP) / Contract

Food Service Management Companies
RFP Issuance School Year: 2023 - 2024
First School Year of Award: 2024 - 2025

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



MASSACHUSETTS
**Department of Elementary
and Secondary Education**

This document was prepared by the
Massachusetts Department of Elementary and Secondary Education
Russell D. Johnston
Acting Commissioner

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Haverhill Public Schools

Request for Proposal (RFP) / Contract

Food Service Management Companies
SY 2023 – 2024

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To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-2817Fax%20Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:

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

fax:

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

email:

program.intake@usda.gov

This institution is an equal opportunity provider.

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Request for Proposal

Section A: General Information

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

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

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

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- Fresh Fruit and Vegetable Program (FFVP)
- Summer Food Service Program (SFSP)
- A la Carte Food
- Vending Machine Items

Potential Future Programs

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

- The SFA does not require any additional programs to be included in the response.

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

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

A.2. Issuing Office

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

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

A.3. Procurement Method

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

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

- RFP requires a separate price and non-price proposal
- All comparative criteria used to evaluate proposals are included in the RFP
- Proposers are informed that the contract will be awarded to the proposal that is most advantageous to the SFA, taking into consideration all evaluation criteria including-price, with price as the primary factor.

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

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

Number of Copies: Three(3) (outlined in Section D1) of the proposal must be received, time and date stamped by the time clock at Location: City Purchasing Office - Room 105 by Due Date: March 18, 2024 at Time: 10:00 AM. Any proposals en route, either in the mail or other locations in the SFA's offices will be ineligible for consideration. Emailed or faxed proposals WILL NOT be accepted.

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

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

The proposal must be received at the office of:

Name	Steven S. Bucuzzo, MCPPO
Title	Purchasing Director / CPO
Address (Street Name)	4 Summer Street
Address (City, State)	Haverhill, MA
Address (Zip Code)	01830
Email Address	sbucuzzo@cityofhaverhill.com
Telephone	978-420-3606
Fax	(978)373-1535

Date	Description
Date: February 15, 2024	Request for Proposals (RFP) Issued (RFP to be approved by MA DESE prior to issuing)

Date: February 27, 2024	Pre-Proposal Conference Time: 10:00 AM Attendance Required: No Address: 4 Summer Street Floor/Room: Room 104 City, State: Haverhill, MA Zip Code: 01830 Tour of SFA facilities immediately following the Pre-Proposal Conference
Date: February 29, 2024	Questions from Bidders Due
Date: March 4, 2024	Responses from the SFA to the Bidders Questions Due (Written/Posted)
Date: March 18, 2024	Proposal Deadline Time: 10:00 AM
Date: March 20, 2024	Review and Evaluation of Proposals
Date: April 1, 2024	Award of Contract by School Committee
Date: April 5, 2024	Draft contract due to MA DESE
Date: April 19, 2024	Executed Contract due to MA DESE

A.5. Consideration and Rule for Award

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

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

	MINIMUM EVALUATION CRITERIA	YES	NO	Proposal Page # (FSMC must enter)
1	Does the FSMC have a minimum of two(2) year(s) experience in managing K-12 school food service programs with at least two districts of comparable enrollment to the Haverhill Public Schools?			
2	Has the FSMC conditioned or qualified the proposal beyond prescribed limits or instructions?			
3	Has the FSMC confirmed an on-site Food Service Director with at least two(2) year(s) of experience in K-12 food service and meets USDA Professional Standards ?			
4	The FSMC shall not have defaulted on any school food service contract within five years prior to the proposal date.			
5	Is the average lunch participation rate at the proposer's comparable district sites for the SY2023-2024 at minimum forty(40)%?			
6	Are the following materials/documents included with the proposal?			
	• Bid Bond			
	• Performance bond (if required) or Consent of Surety			
	• Non-Collusion Statement			
	• Tax-Compliance Certification			
	• Certificate of Insurance			
	• Recommended School Staffing Schedules			
	• Company Organization Chart			
	• Description of Marketing and Merchandising Programs			
	• Description of Food Handling/Sanitation Program			
	• Description of Nutrition Education/Awareness Program			
	• Description of Employee Training Programs			
	• Description of Accounting Program			
	• Resume for Food Service Director			
	• Client List of similar sized districts over past 3 years (including all districts from New England and New York)			
	• 21 Day Cycle Menus (H.S., Middle, Elementary)			
	• Daily Menu Pattern (H.S., Middle, Elementary)			
	• Summary of Experience			
	• Plan of Services			

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

A.6. Award Criteria

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

Evaluation Criteria

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

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

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

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

1. General Experience – Demonstrated experience providing the services outlined in this RFP to other jurisdictions. (FSMC must add page number: _____).

Highly Advantageous: The proposer has at least ten(10) or more year(s) of K-12 school food service experience working with two or more districts providing the same services as outlined in this RFP.

Advantageous: The proposer has at least seven(7) year(s) but less than ten(10) of experience working with two or more districts providing the same services as outlined in this RFP.

Not Advantageous: The proposer has at least three(3) year(s) but less than seven(7) experience working with two or more districts providing the same services as outlined in this RFP.

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

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

Highly Advantageous: All four(4) references stated that the FSMC met or exceeded expectations in all contract years and achieved all other contract requirements and delivery specifications.

Advantageous: At least three(3) but less than four(4) references stated that the FSMC met or exceeded expectations in all contract years and achieved all other contract requirements and delivery specifications.

Not Advantageous: At least two(2) but less than three(3) references stated that the FSMC met or exceeded expectations in all contract years and achieved all other contract requirements and delivery specifications.

Unacceptable: Less than two(2) references stated that the FSMC met or exceeded expectations in all contract years and achieved all other contract requirements and delivery specifications.

3. Operations – Reasonableness and reliability of proposed management and operational programs. (FSMC must add page number: _____).

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

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

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

4. Relevant Experience of the Food Service Director (FSMC must add page number: _____).

Highly Advantageous: The Food Service Director has ten(10) year(s) of experience in the school food service industry in providing school food services to comparable districts of size and scope to the SFA and meets the new USDA Hiring Standards for School Nutrition Program Directors.

Advantageous: The Food Service Director has at least seven(7) year(s) and less than ten(10) year(s) of experience in the school food service industry in providing school food services to comparable districts of size and scope to the SFA and meets the new USDA Hiring Standards for School Nutrition Program Directors.

Not Advantageous: The Food Service Director has at least three(3) year(s) and less than seven(7) year(s) of experience in the school food service industry in providing school food services to comparable districts of size and scope to the SFA and meets the new USDA Hiring Standards for School Nutrition Program Directors.

Unacceptable: The Food Service Director has less than three(3) year(s) in the school food service industry in providing school food services to comparable districts of size and scope to the SFA and meets the new USDA Hiring Standards for School Nutrition Program Directors.

5. Proposed Menus (*FSMC must add page number: _____*).

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

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

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

Unacceptable: Nutrition content does not meet CNP requirements.

6. Marketing and Merchandising (*FSMC must add page number: _____*).

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

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

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

7. Financial Stability – Evidence that the Proposer has sufficient financial strength and ability to provide services required in this RFP. (*FSMC must add page number: _____*).

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

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

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

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

8. Employee Training (FSMC must add page number: _____).

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

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

Not Advantageous: Training materials and programs are basic, and the frequency of training is three(3) to six(6) times per school year and reflects only the minimum necessary to run a school food service program.

Unacceptable: Training materials and programs are basic, and the frequency of training is less than three(3) times per school year.

9. Student Participation (FSMC must add page number: _____).

Highly Advantageous: The average lunch participation rate at the proposer's comparable sites (based upon the four(4) SFA selected references) for SY2022-2023 is seventy(70)% or higher.

Advantageous: The average lunch participation rate at the proposer's comparable sites (based upon the four(4) SFA selected references) for SY2022-2023 school year is at least sixty(60)% but less than seventy(70)%.

Not Advantageous: The average lunch participation rate at the proposer's comparable sites (based upon the four(4) SFA selected references) for SY2022-2023 is forty(40)% up to sixty(60)%.

Unacceptable: The average lunch participation rate at the proposer's comparable sites (based upon the four(4) SFA selected references) for the SY2022-2023 school year is less than forty(40)%.

10. Additional Evaluation Criteria (FSMC must add page number: _____).

There are no additional evaluation criteria.

A.7. Oral Presentations

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

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

A.9. Mandatory tour of SFA facilities will be scheduled on date: February 27, 2024 and time: 10:00 AM.

A.10. The Contract will be for a one-year period (beginning July 1, 2024 and ending June 30, 2025) with the option for up to two(2) additional one-year renewals; for a maximum total of three(3) years. **Note: MA 30B requires the approval of the governing body for any contract beyond 3 years.**

SECTION B: Qualifications for consideration

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

- B.1.** The FSMC must be of sufficient size and expertise to furnish the resources needed to manage and Continuously improve the food services operation. The qualification data shall be submitted by each FSMC along with the sealed proposal.
1. The FSMC must be licensed to do business in the state of Massachusetts.
 2. The FSMC or its principles must have been doing business for two consecutive years or more with school districts.
 3. If a performance bond is required (see section XIV Performance Bond), the FSMC must be able to provide a performance bond should the FSMC be awarded the contract. A surety letter from an acceptable bonding or surety company indicating ability to obtain the bond must be included with the proposal.
 4. Annual reports of financial statements certified by a licensed public accountant for the last year must be included with the proposal along with a three (3) year financial summary.
- B.2.** The FSMC must have extensive involvement and experience in the school food services field in the areas of: designing and planning serving and dining areas; selecting and procuring commodities and food service equipment; nutrition; menu planning; on-site production; quality control; employee supervision; staff and management training; employee motivation; marketing and public relations.
- B.3.** All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.
- B.4. Bonding Requirement**
The FSMC shall submit with its proposal, a bid guarantee for 5% of the total budgeted costs (expenses) in the form of a firm commitment such as a bid bond, certified check, cashier's check or postal money order. Bid guarantees will be returned to:(a) unsuccessful FSMCs after award of the contract; and (b) the successful FSMC upon execution of such further contractual documents (e.g., insurance coverage) and bonds as required by the proposal.

SECTION C: Specifications

- C.1.** The SFA participates in the programs noted in Section A1. USDA Foods from the Federal Food Distribution Program are available for use in programs noted in Section A1 and it is the intent of the SFA that such items be included in the menus to the greatest extent possible.
- C.2.** The FSMC shall meet all requirements of the USDA programs noted in Section A1, and any other requirements promulgated by the state of Massachusetts. The FSMC shall provide all meals in accordance with all applicable meal patterns for age and grade groupings. This may include preschool meal patterns.
- C.3.** The FSMC costs shall include all expenses associated with the operation of the food service program as submitted in the financial budget of the RFP (e.g. on-site costs, food costs, labor costs, value of USDA Foods used, management fee and administrative fee).
- C.4.** The FSMC shall receive an Administrative Fee and Management Fee for its service.
- C.5.** The FSMC shall submit a budget to the Business Manager or equivalent, upon request, to be used by the SFA in its budget process and to demonstrate its ability to meet the guaranteed financial agreement.
- C.6.** Meal prices shall be approved by the SFA. The SFA shall retain ultimate control over meal prices and any other related or appropriate elements of the food service program.
- C.7.** The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other options and limitations.

- C.8.** The FSMC shall procure products based on the specifications established in Schedule B. FSMC must include, as part of the RFP response, a specifications sheet with grade, weight, nutritional qualities, and item labels for all products not included in the SFA's Schedule B.
- C.9.** All proposals shall include a completed Schedule E.
- C.10.** Tax-Exempt Municipality/School: Purchases of goods and services by the SFA are exempt from the payment of Federal Excise Tax and Massachusetts Sales Tax, and any such taxes must not be included in any price computations. A copy of the MA Tax Exemption Certificate will be provided upon award of contract.
- C.11.** Terms of the contract are listed in Section 1 of Contract Terms and Conditions; however, the SFA may develop additional terms and or conditions with the successful FSMC, derived from the program objectives and or specifications listed in section D and E respectively, through negotiation and shall be consistent with the rights reserved by the SFA as described herein. Any additional terms or conditions must not conflict with any of the terms set forth in Section 1 and must be consistent with all applicable laws and regulations.
- C.12. Equipment**
The FSMC shall provide a proposal for any necessary equipment.

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

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

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

SECTION D: Proposal Format and Contents

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

D.1. Proposal Submittal

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

“Price Proposals for RFP/CONTRACT FOOD SERVICE MANAGEMENT COMPANIES” #

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

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

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

- If the FSMC is an individual, by her/him personally;
- If the FSMC is a partnership, by the name of the partnership, followed by the signature of each general partner; and

- If the FSMC is a corporation, by the name of the corporation, followed by the signature of an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation with the corporate seal affixed.

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

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

For example:

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

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

D.2. Letter of Transmittal, which includes:

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

D.3. Executive Summary, which includes:

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

D.4. Experience, References and Service Capability

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

D.5. Financial Condition

1. Provide the most recent audited financial statement.

D.6. Accounting and Reporting Systems

1. Describe complete accounting procedures used to address:
 - a. Inventory control and management including purchasing.
 - b. Method of collecting, reconciling, and reporting sales.
 - c. Internal control of cash handling.
 - d. Internal audit procedures.
 - e. All regular accounting forms used, with detailed explanations.

- f. All regular reports used, with detailed explanations.
2. Provide examples of the reports the FSMC will provide the SFA and the frequency of each. List other assistance the FSMC will provide the SFA (any costs, if applicable, should be detailed in the Price Proposal).
3. Provide a sample of a monthly invoice to the SFA.
4. Describe the FSMC's process for reporting rebates, discounts, and credits on monthly invoices. Provide a detailed sample.

D.7. Personnel Management and Training

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

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

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

D.9. Involvement of Students, Staff and Patrons

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

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

1. Describe the FSMC's philosophy regarding each of the following:
 - a. Menu selection.
 - b. Use of USDA foods.
 - c. Food Quality.
 - d. Portion Quantities.
 - e. Procurement and use of locally grown and produced foods as noted in Schedule B. Describe how the FSMC would increase the amount of locally grown and produced food, reduce the amount of processed food, provide understandable and easily accessible information on the nutritional value and ingredients of menus and increase the number of "green cafeterias".
 - i. Locally grown and produced foods are defined as:
Grown within 250 miles of SFA address at 4 Summer Street, Haverhill, MA 01830
2. Supply sample menus to be implemented including portion sizes. Prepare sample menus using FSMC-Developed Menus.

[Price] Proposal Contents (D11 – D12):

D.11. Bid Bond

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

D.12 Price/Cost Information

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

SECTION E: Program Objectives

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

- E.1.** To provide appealing and nutritionally sound meals, compliant with all USDA regulations including all aspects of the Healthy, Hunger-Free Kids Act of 2010 and an a la carte program for students as economical as possible. In order to offer a la carte food service, the FSMC must also offer reimbursable meals per 7 CFR 210.16(a). The FSMC must also offer breakfast and lunch at no cost to all students regardless of eligibility per Massachusetts General Law Part 1, Title XII, Chapter 69, Section C as amended in FY 2023 per HD4572 Section 13.
- E.2.** To promote nutritional awareness and interface with the SFA's academic and instructional programs in health and nutrition.
- E.3.** To increase participation at all levels of the program by improving food quality; sourcing locally grown foods; effectively maintaining equipment and facilities; engaging students, parents, and the school community in the food service program; planning and implementing successful menus and menu variation; and implementing effective marketing techniques.
- E.4.** To provide a management staff and structure, with the necessary expertise to ensure that the school food program is consistently of the highest quality and held in positive regard by students, staff, and the public.
- E.5.** To utilize a formal structure and routinely and continuously gather input from students, staff, the public and food service employees to ensure the most effective and efficient operation possible.
- E.6.** To establish and conduct management and staff training programs, which will ensure staff development, proper supervision, adherence to health code requirements, and consistent quality control both in production and service that meets or exceeds the USDA Professional Standards for Food Service Professionals.
- E.7.** To provide a financial reporting system that meets federal and state requirements.
- E.8.** To provide SFA Administration with monthly operating statements and information regarding the food service program.

Contract Terms and Conditions

SECTION I: General

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

- 210 (National School Lunch Program)
- 220 (School Breakfast Program)
- 225 (Summer Food Service Program)
- 226 (Child and Adult Care Food Program)
- 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools)
- 250 (Donation of Foods for Use in the USDA Food Distribution Program)
- FNS instructions and policies

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

- 1.2** The SFA shall retain control of the quality, extent and general nature of the food service program and prices to be charged. 7 CFR§210.16(a)(4)
- 1.3** The SFA shall be entitled to all receipts of the food service program.
- 1.4** All net income accruing to the SFA from the food service program shall remain in the program and be deposited by the FSMC into the nonprofit school food service account.
- 1.5** The FSMC shall be an independent contractor and not an employee of the SFA; nor are the employees of the FSMC employees of the SFA.
- 1.6** The FSMC, as an independent contractor, shall have the exclusive right to operate the school food service program and/or special milk program on behalf of the SFA.

SECTION II: Relationship of the Parties

- 2.1** The FSMC shall be an independent contractor and shall retain control over its employees and agents. Nothing in this contract shall be deemed to create a partnership, agency, joint venture, or landlord-tenant relationship.
- 2.2** FSMC Responsibilities.
- A. The FSMC shall maintain such records as the SFA will need to support its Claim for Reimbursement; make all records available to the SFA upon request; and retain all records for a period of for a period of 6 years from the end of the contract for inspection and audit by representatives of the SFA, State Agency (SA), USDA and Office of Inspector General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 6-year period until resolution of the issues raised by the audit. These records will be maintained at the school food service offices.
- [Recordkeeping, 2CFR§200.334, §210.16(c)(1), 7CFR §250.53(11) and 7CFR §210.23(c)]

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

2.3 SFA Responsibilities.

- A. The SFA shall ensure that the food service operation is in conformance with the *Child Nutrition Programs Permanent Agreement* and any addenda. [7 CFR § 210.16(a)(2)]
- B. The SFA shall monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations. [7 CFR § 210.16(a)(3)] SFA shall monitor each site a minimum of twice per school year.
- C. The SFA shall retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals. [7 CFR § 210.16(a)(4)]
- D. The SFA shall retain signature authority on the *Child Nutrition Programs Permanent Agreement* and any addenda, free and reduced-price policy statement and Claims for Reimbursement. [7 CFR § 210.16(a)(5)]
- E. The SFA shall retain title to all USDA Foods and ensure that all USDA Foods: are made available to the FSMC, including processed USDA Foods; accrue only to the benefit of the SFA's nonprofit school food service account; are fully utilized therein; and that all refunds, discounts, rebates and credits received from processors are retained by the SFA. [7 CFR § 210.16(a)(6)]
- F. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning. [7 CFR § 210.16(a)(8)]
- G. The SFA shall make reasonable modifications with regard to all matters under its supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given.
- H. The SFA shall retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation, including control for setting of all prices, including price adjustments, for meals served under the nonprofit school food service account, including but not limited to, pricing for reimbursable meals, a la carte service, vending machines, and adult meals. [7 CFR § 210.16(a)(4)]
- I. The SFA shall retain signature authority and responsibility for all contractual agreements in connection with the school child nutrition programs. [7 CFR § 210.21]

- J. The SFA shall ensure prompt resolution of findings from program administrative reviews and audit findings. [7 CFR § 210.9(b)(17)]
- K. The SFA shall maintain responsibility for the implementation of the free and reduced-price policy. [7 CFR § 245]
- L. The SFA shall develop, distribute, and collect the parent letter and application for free and reduced-price meals (as appropriate). [7 CFR § 245.6]
- M. The SFA shall determine eligibility and verify applications for free and reduced-price meals benefits and conduct any hearings related to such determinations. [7 CFR § 245.6, 6a, 7, 10]
- N. The SFA shall assure that the maximum amount of USDA Foods are received and utilized by the FSMC. [7 CFR § 210.9(b)(15)]
- O. The SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to USDA Foods. [7 CFR § 250.15]

SECTION III: Food Service Program

- 3.1** The FSMC shall prepare and serve meals for the schools listed on Exhibit A (Schools/Enrollment/Attendance Factor/Free – Reduced Percentage/Serving Times/Child Nutrition Programs). The SFA is allowed to add schools to this contract as required up to a 10% increase in the number of schools in Exhibit A
- 3.2** All meals will be provided in accordance with the approved calendar, attached as Exhibit F. For the first twenty-one (21) days of food service, the FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the SFA. Changes thereafter may only be made with approval of the SFA. [7 CFR § 210.16 (b)(1)]
 - A. The SFA shall administer the application process for all free and reduced-price meals and shall establish and notify parents and guardians of program criteria for eligible students. Both the SFA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced-price meals. [7 CFR § 210.16 (a)(5)]
- 3.3** In cooperation with the SFA, the FSMC shall conduct on-going nutrition awareness programs for students, teachers, parents, and other interested parties.
- 3.4** The FSMC shall, in accordance with SFA policy, program and regulations, supply special diets, per 7 CFR 210.10(m) and 7 CFR 220.8(m), for students where medically necessary and/or when prescribed by a licensed physician.
- 3.5** The FSMC shall cooperate with the SFA's Advisory Board, consisting of students, parents, SFA staff, and a FSMC representative in developing menus and other food service program initiatives.
- 3.6** Upon request by the SFA, the FSMC shall provide catered food service at times and prices mutually agreed upon. The SFA may obtain outside catering services if a price cannot be agreed upon or the FSMC cannot provide the service. USDA Foods will not be used for catering. The FSMC shall provide the SFA with copies of invoices within ten (10) days after the end of each month. Catering invoices must be reflective of actual catering costs plus a reasonable profit. Catering services must be paid from an account other than the non-profit school food service account. All catering revenues are to be retained in the Non-Profit School Food Service Account.
- 3.7** If participating in the Fresh Fruit and Vegetable Program (FFVP)
 - A. FSMC will ensure it documents allowable costs to include but not limited to; actual labor costs, administrative costs and fresh fruit and vegetable costs.

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

- 3.8** Clean Air Act – Federal Water Pollution Control Act. In performance of this contract, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and EPA Regulations 40 CFR § 15, et seq. Environmental violations shall be reported to the USDA and US EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities." [Appendix II to CFR § 200 (G)]
- 3.9** Energy Policy and Conservation Act. The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act. [42 U.S.C. 6201]
- 3.10** Davis-Bacon Act. In performance of this contract, the FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148), Copeland "Anti-Kickback" Act (40 U.S.C. 3145) and MA Prevailing Wage Law Ch.149 Section 27.
- 3.11** Debarment and Suspension. The FSMC shall complete and submit to the SFA the Certification Regarding Debarment. The certification must accompany each amendment for all additional one-year renewals. Debarment, Suspension, Ineligibility and Voluntary Exclusion, 2 CFR § 180 as adopted and modified by USDA regulations at 2 CFR § 417 – The SFA must check the Excluded Parties List System (EPLS), collect a certification, or include a clause in the contract. [Appendix II to CFR § 200 (H), Executive Orders 12549 and 12689]
- 3.12** Byrd Anti-Lobbying Amendment. Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to the SFA. These certifications must accompany each amendment for all additional one-year renewals. [Appendix II to CFR § 200 (I)]
- 3.13** Rights to Inventions Made Under a Contract or Agreement. In performance of this contract, the FSMC shall comply with the requirements of 37 CFR Part 401.
- 3.14** If operating SFSP and CACFP a food service management company may not subcontract for the total meal, with or without milk, or for the assembly of the meal. 7 CFR 225.6(h)(2)(ii) and 7 CFR 226.21(e)
- 3.15** Summer Food Service (if applicable)
 - A. Dates of participation: 07/01/2024-08/27/2024
 - B. FSMC shall deliver meals to each of the annually selected and approved sites.

Section IV: USDA Foods

- 4.1** The FSMC will provide the following services in relation to USDA Foods (*Check only those duties below that the FSMC will provide*):
 - Preparing and serving meals.
 - Ordering or selection of USDA Foods, in coordination with SFA in accordance with 7 CFR § 250.58(a).
 - Storage and inventory management of USDA Foods in accordance with 7 CFR § 250.52.
 - Payment of processing fees and/or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of USDA Foods in processed end products to the SFA, in accordance with subpart C of 7 CFR § 250.
- 4.2** The FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's meals service in a school year (including both entitlement and bonus foods) and including the value of USDA Foods contained in

processed end products if the FSMC procures processed end products on behalf of the SFA or acts as an intermediary in passing the USDA Foods value in processed end products on to the SFA.

- 4.3** The FSMC shall credit for USDA Foods by disclosure, i.e., the FSMC shall credit the SFA for the value of USDA Foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of USDA Foods for the billing period. Crediting by disclosure does not affect the requirement that the FSMC shall only bill the SFA for net allowable costs. The FSMC shall use either the USDA's cost-per-pound donated food prices posted annually by the USDA (generated on or about November 15th), or the most recently published cost per-pound price in the USDA donated foods catalog to report the value of USDA Foods in its disclosure of the value of USDA Foods to the SFA in its invoices.
- 4.4** Any activities relating to donated foods that the food service management company will be responsible for, in accordance with §250.50(d), and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR 250.
- 4.5** The food service management company will use all donated ground beef and ground pork products, and all processed end products, in the recipient agency's food service.
- 4.6** The food service management company will use all other donated foods or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service.
- 4.7** The FSMC must meet the general requirements in 7 CFR § 250.14(a) for the storage and inventory management of USDA Foods. In accordance with 7CFR §250.52(b), the FSMC may store and inventory donated foods together with foods it has purchased commercially for the SFA's use, unless this is specifically prohibited in its contract. It may store and inventory such foods together with other commercially purchased foods only to the extent that such a system ensures compliance with the requirements for the use of donated foods in 7CFR §250.51(d). Additionally, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for USDA Foods.
- 4.8** The FSMC must return all unused USDA Foods, including but not limited to ground beef, ground pork, and processed end products to the SFA when the contract terminates, is not extended, or renewed.
- 4.9** The SFA must ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's meal service in the school year. The FSMC agrees to cooperate and provide information reasonably requested by the SFA.
- 4.10** The FSMC must ensure compliance with the requirements of subpart C of 7 CFR § 250 and with the provisions of the distributing and/or the SFA's processing agreements in the procurement of processed end products on behalf of the SFA and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value.
- 4.11** The FSMC shall not enter into the processing agreement with the processor required in subpart C of 7 CFR § 250.
- 4.12** The distributing agency, sub-distributing agency, or SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods.
- 4.13** The FSMC shall maintain records to document its compliance with 7 CFR § 250.54(b).
- 4.14** Any extension or renewal of the contract is contingent upon fulfillment of all provisions in this contract relating to USDA Foods.
- 4.15** The FSMC must maintain the following records relating to the use of USDA Foods:

- A. The USDA Foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service operations;
- B. Documentation that it has credited the SFA for the value of all USDA Foods received for use in the SFA's food service operations in the school year, including, in accordance with the requirements in 7 CFR §250.51(a), the value of USDA Foods contained in processed end products; and
- C. Documentation of its procurement of processed end products on behalf of the SFA, as applicable.

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

SECTION V: Equipment

- 5.1** The SFA is not requesting any equipment purchases in this RFP.
- 5.2** The FSMC may only charge the SFA for reasonable, necessary and allocable purchases.
- 5.3** The FSMC may recommend to the SFA the purchase of new or replacement equipment as needed. The FSMC shall account for all equipment and protect it from pilferage or destruction, and will coordinate the repair or replacement of any equipment not functioning properly with the designated SFA personnel that has repair responsibility.
- 5.4** The FSMC shall operate and care for all equipment and food service areas (walls, windows, lights, etc.) in a clean, safe and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, rules and regulations of federal, state and local authorities, normal wear and tear excepted.
- 5.5** The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on the SFA premises.
- 5.6** The FSMC, upon termination of the contract, shall surrender all equipment and furnishings belonging to the SFA and/or purchased through this agreement in good repair and condition, normal wear and tear excepted.
- 5.7** The SFA shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not considered as being food equipment.

- 5.8** The SFA shall be responsible for any losses which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 5.10** The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises except for loss or damage caused by SFA beyond normal wear and tear.
- 5.11** The SFA will provide the initial physical inventory of supplies and equipment available for use by the FSMC.
- 5.12** The SFA shall furnish and install any equipment or make any structural changes needed to comply with federal, state, and local laws.
- 5.13** Each party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or equipment owned, leased or controlled by such Party which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.
- 5.14** All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA unless otherwise stated in writing by the SFA.
- 5.15** If required, the SFA shall provide transportation vehicles and transportation equipment to be used in the food service programs. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the SFA.

SECTION VI: Facilities

- 6.1** The SFA shall furnish at its expense, space, light, heat, power, hot and cold water and other utilities as are necessary for the operation of the food services to be furnished hereunder.
- 6.2** The SFA shall make available without cost to the FSMC, areas of the premises agreeable to both parties in which the FSMC shall render its services; such areas as are reasonably necessary for providing efficient food service. The SFA is responsible for maintaining the facilities in a good state of repair and free from vermin.
- 6.3** The SFA retains the right to rent food service facilities during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities take place, the SFA may require that a member(s) of the food service staff designated by the resident manager be on duty and be reimbursed. If the SFA approves the use of the facilities for extracurricular activities before or after the SFA's regularly scheduled meal periods, the SFA shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear excepted.
- 6.4** The FSMC shall not use the SFA's facilities to produce food, meals or services for other organizations without the approval of the SFA. If such usage is mutually agreeable, there shall be a signed agreement which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- 6.5** The SFA shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.
- 6.6** The SFA shall provide suitable office facilities to the FSMC, including furniture and equipment, for use by the FSMC in performance of this contract. The FSMC shall take reasonable care of the office facilities and equipment and shall return them to the SFA in good condition upon termination of this contract, normal wear and tear excepted.

SECTION VII: Sanitation and Safety

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

- 7.2 The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items.
- 7.3 The FSMC shall comply with all local and state sanitation requirements in the preparation and service of food.
- 7.4 The FSMC shall maintain safety programs for employees as required by federal, state, and local authorities, including the FSMC's corporate policies.
- 7.5 The FSMC shall place garbage and trash in appropriate containers in the designated areas.
- 7.6 The FSMC shall cooperate in the SFA recycling program.
- 7.7 The FSMC shall clean the kitchen area, equipment, including but not limited to sinks, counters, tables, chairs, silverware, and utensils.
- 7.8 The SFA shall designate a refuse collection area and the FSMC shall be responsible for transporting refuse to the designated refuse collection area. The SFA shall remove all garbage and trash from the designated areas.
- 7.9 The SFA shall be responsible for cleaning of floors in the dining, serving and kitchen areas, walls, ceilings, tables and chairs in the cafeteria/dining area.
- 7.10 The SFA shall be responsible for painting and miscellaneous repairs within the kitchen and dining areas.
- 7.11 The SFA shall be responsible for the required cleaning and maintenance of dining areas, as well as periodic cleaning of all ceiling and light fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA shall also provide and maintain adequate fire extinguishing equipment for food service areas and provide necessary pest control. If the SFA is unable to perform any of its responsibilities described in this paragraph, the FSMC may, with the written approval of the SFA, temporarily assume those responsibilities and shall bill the SFA for any costs incurred.
- 7.12 The SFA shall provide, at the SFA's expense, maintenance personnel and outside maintenance services, parts, and supplies as is necessary to properly maintain the food service facilities and equipment.
- 7.13 The SFA shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this contract shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. The FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the FSMC is notified by an authorized government agency that the SFA's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the SFA of such notification.

SECTION VIII: Employees

- 8.1 The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all employees employed therein who meet the USDA Professional Standards for Food Service Professionals.
- 8.2 It is expressly understood that all presently employed (SFA and/or FSMC) food service employees will be given the opportunity to interview for positions within the SFA as employees of the FSMC.

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

- 8.3** The SFA has a policy of providing work experience for its students as part of the educational curriculum and as such, the SFA may assign students for work in the food service operation in such numbers as are agreed upon between the SFA and the FSMC.
- 8.4** The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including, but not limited to, any income, social security, and unemployment taxes and workers' compensation payments.
- 8.5** Contract Work Hours and Safety Standards Act: The FSMC and its employees shall comply with all wage and hours of employment requirements of federal and state laws and regulations, including the Contract Work Hours and Safety Standards Act, Appendix II to § 200 (E) 40 U.S.C. 3701-3708. All employees of the FSMC shall be paid in accordance with the Fair Labor Standards Act, as amended and any other applicable statutes. In addition, the FSMC will comply with all applicable federal and state employment statutes, including those statutes pertaining to labor relations.
- 8.6** The FSMC shall establish schedules, wage rates, and benefit programs for all employees.
- 8.7** The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurances and worker's compensation and shall be solely responsible for any losses incurred by the SFA, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. The FSMC is required to provide a fidelity bond for all FSMC employees.
- 8.8** The FSMC shall procure Workers' Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees and shall provide proof of such coverage or system to the SFA.
- 8.9** The FSMC shall maintain its own personnel policies and fringe benefits for its employees. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other limitations.
- 8.10** The FSMC must provide a resident Food Service Director who will be approved by the SFA and will be responsible for directing the food services program and implementing cooperatively agreed upon strategies for maximizing participation in the Child Nutrition Programs. The Director shall be available to meet with principals, students, and staff to determine ways to improve the program. The Director must also be available to participate in town or state meetings when food service matters are to be discussed with appropriate notice given.
- 8.11** The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to its use of District premises as established by SFA from time to time and which are furnished in writing to the FSMC.
- 8.12** Civil Rights: The FMSC here by agrees that it will comply with:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.);
 - ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
 - iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
 - v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
 - vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000);
 - vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
 - viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
 - ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to

discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

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

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

- 8.13 The FSMC shall be responsible for obtaining any necessary fingerprint clearances for its employees as required by law. The FSMC shall provide all necessary forms and/or documentation for such employees to the SFA.
- 8.14 The FSMC shall ensure that all food service employees comply with the rules of the MA DESE regarding fingerprinting and criminal background checks. (MGL Ch 71 sec.38R)
- 8.15 The FSMC shall comply with all rules policies, processes and guidance pertaining to all MA DESE Civil Rights Complaint Procedures.

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

- 9.1 The written policy of the SFA requiring feeding of students who qualify for free, reduced, or full price meals, shall apply to the FSMC's food service operation. The policy is on file in the SFA office. The SFA shall be responsible for the implementation of this policy.
- 9.2 The FSMC will be responsible for implementing policies covering free, reduced price, and full price meals and milk programs for those students designated by the SFA as meeting federal and state agency requirements for those programs. All such meals shall be served and accounted for in a manner approved by the SFA so as to protect the anonymity of the recipients. Meals shall be served, and proper, accurate pupil participation records shall be maintained by the FSMC.
- 9.3 Per USDA Policy SP46-2016, the SFA shall have a written student meal charge policy, that ensures a "transparent approach to the issue", on file in the SFA office. The SFA shall be responsible for the implementation of this policy and supply the FSMC with a written copy. The FSMC will work with the SFA to administer policy.

SECTION X: Meals – Planning and Procurement

- 10.1** The FSMC may recommend meal prices for approval by the SFA. The FSMC shall not alter the prices once approved without prior notice and approval by the SFA. [7 CFR §210.16(a)(4)] The SFA shall retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals.
- 10.2** The FSMC shall submit with the proposal a twenty-one (21) day cycle menu and a Daily Menu Pattern for the SFA's schools. The FSMC must adhere to this cycle for the first twenty-one (21) days of meal service; thereafter, changes may be made with the mutual agreement of the SFA and the FSMC. However, the menu standard as presented in the first twenty-one (21) day menu and the Daily Menu Pattern, must be maintained as to type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered at all grade levels.
- 10.3** The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the food service program. The FSMC shall comply with the grade, purchase unit, style, weight, ingredients, formulations, etc., for foods served as agreed upon with the SFA. The minimum procurement specifications are listed on **Schedule B**.
- 10.4** The FSMC shall serve reimbursable meal pattern lunches pursuant to the NSLP. For purposes of this proposal, lunch prices as per attached listing shall be used as a guide for calculations (**reference Schedule C**).
- 10.5** The FSMC may offer a choice of reimbursable meal pattern lunches and shall provide specified types of service as listed in **Exhibit A**.
- 10.6** The FSMC shall provide condiments and utensils as needed.
- 10.7** The FSMC shall use the SFA's facilities for the preparation of food to be served in the designated serving areas. This may include cafeterias, classrooms, hallways etc.
- 10.8** The FSMC shall promote maximum participation in the Child Nutrition Programs.
- 10.9** **BUY AMERICAN PROVISION:** The SFA and FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. for use in meals served in the SFA's Child Nutrition Programs in compliance with the Buy American Provision under 7 CFR § 210.21(d)(2) and 7 CFR § 250. FNS Policy Memo SP 38-2017 Exceptions to the Buy American Provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 4 day(s) in advance of delivery. The request must include:
- A. Alternative substitute (s) that are domestic and meet the required specifications:
 - i. Price of the domestic food alternative substitution (s); and
 - ii. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
 - B. Reason for exception: limited/lack of availability or price (include price);
 - i. Price of the domestic food product; and
 - ii. Price of non-domestic product that meets the required specification of the domestic product
- 10.10** The FSMC is prohibited from directly or indirectly restricting the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event. [7 CFR 210.21(e)]

SECTION XI: Food Inventory and Storage

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

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

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

- 12.1** The FSMC shall assume accountability and responsibility for daily bookkeeping and recording functions, including state and federal reimbursements at a minimum:
- A. Monthly Profit and Loss Statements
 - B. Annual Budgeting
 - C. Perpetual Inventory – Costs and Controls
 - D. Preparation of records for annual audit by SFA
 - E. USDA Foods Entitlement Summary Reports
 - F. Department of Defense (DoD Fresh) Program Reports
 - G. Usage Reports from K-12 Services and Processor Link demonstrating actual usage of pounds sent to processors
 - H. State reporting of Quarterly YTD Profit and Loss Statements and
 - I. State reporting of an Annual Balance Sheet.
- 12.2** The FSMC shall prepare information necessary for CNP claims for reimbursement from state and federal agencies and maintain such records, as the SFA will need to support its claims for reimbursement under the Child Nutrition Programs. The SFA shall retain signature authority on the MA DESE-SFA Agreement for Child Nutrition Programs (ED-099), including all addenda, free and reduced price policy statement and claims for reimbursement. The FSMC shall report the claim information to the SFA promptly at the end of each month or more frequently as specified by the SFA. [7 CFR § 210.16(c)(1)]
- 12.3** The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements, and particular records, in a format and timeline approved by the SFA. Reimbursement for direct expenses will only be allowed if previously included in the original or amended budget submitted to the SFA.
- A. The FSMC shall maintain records to support all allowable expenses appearing on the monthly operating statement in an orderly fashion according to expense categories.
 - B. The FSMC shall provide monthly and other reports to the SFA, which describes operating costs, meals per labor hour, meals served, etc.
 - C. The FSMC shall provide the SFA with a year-end financial statement.
- 12.4** The FSMC shall bill the SFA for the actual direct costs of operation incurred at the close of each month of program operation.
- 12.5** The SFA shall designate by name and title the employee whose responsibility it shall be to manage the SFA/FSMC contract and to ensure the SFA meets all its responsibilities hereunder.

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

12.7 Allowable Costs.

- A. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
- B. The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account).
- C. The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.
- D. The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and Program regulations and Office of Management and Budget cost circulars as detailed in 2 CFR§200.
- E. The FSMC must identify the amount of each discount, rebate and other applicable credit, with the exception of the FSMC's prompt payment discounts for payments made to vendors, on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. All payment discounts, rebates and allowances obtained from vendors must be credited to the SFA's food services account.
- F. The frequency of reporting this information must be monthly.
- G. The FSMC must identify in their proposal the method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract.

FSMC Response: 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

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

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

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

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

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

Number of employees that are employed by the SFA and paid directly by the SFA: 90

- B. Direct operating costs paid by the FSMC arising from performance of this contract. Direct operating costs are defined as:

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

- C. The FSMC's Management Fee (FSMC's profit) is:

Monthly fee of 5,215.00 per month for 10 months. Fee Total: \$52,150.00

- D. The FSMC's Administrative Fee is:

Monthly fee of 14,673.50 per month for 10 months. Fee Total: \$146,735.00

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

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

- E. Per Meal Defined:

This contract does not include per meal reimbursement for either Administrative or Management fees.

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

- G. The SFA participates in FFVP, thus, the FSMC must provide assurances that it will document and track FFVP expenses separately and make this documentation easily accessible for the SFA to review.

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

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

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

Surplus: defined as ♦generated program revenues will exceed all actual and direct operating costs incurred." SFA enters surplus amount provided in winning proposal: \$1,897,600.00

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

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

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

1. is beyond the reasonable control of a party,
 2. materially affects the performance of any of its obligations under this agreement, and
 3. could not reasonably have been foreseen or provided against, but
 4. will not be excused for failure or delay resulting from only general economic conditions or other general market effects.
- L. Unless otherwise expressly provided, the SFA and the FSMC shall remain responsible for all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of negligent or wrongful act or omission of the party, its agents, or its employees in the performance of its obligations under this agreement.
- M. The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of Federal/State reviews/audits, corresponding with the SFA's period of liability.
- N. The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods.
- O. Nonperformance. The FSMC shall pay the SFA any over claims due to FSMC negligence or noncompliance with regulations, including those over claims based on review or audit findings. This provision shall be based on the 6-year record retention period as established in MA 30B regulations or the SFA's established record retention timeframe, whichever is greater.

SECTION XIII: Licenses, Fees and Taxes

- 13.1** The SFA shall obtain and post all applicable health permits for its facilities and assure that all state and local regulations are being met by the FSMC preparing or serving meals at a SFA facility. [7 CFR § 210.16(a)(7)]
- 13.2** The FSMC shall comply with all health and safety regulations required by federal, state or local law and shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals or meal components and the FSMC shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable state and local health regulations in preparing and serving meals at the SFA facility. [7 CFR § 210.16(c)(2)]
- 13.3** The FSMC shall comply with all building rules and regulations. SFA shall supply FSMC with copy of any written aforementioned documents.

SECTION XIV: Performance Bond

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

SECTION XV: Insurance

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

- 15.1** Comprehensive General Liability - \$1,000,000 Combined Single Limit includes coverage for:
- A. Premises-Operations,
 - B. Products/Completed Operations,
 - C. Contractual Insurance,
 - D. Broad Form Property Damage,
 - E. Independent Contractors,
 - F. Personal Injury, and G. Employee Dishonesty.
- 15.2** Automobile Liability
\$1,000,000 combined Single Limit
- 15.3** Worker's Compensation and Employer's Liability
- A. Worker's compensation - Statutory; and
 - B. Employer's Liability - \$500,000.
- 15.4** The Haverhill Public Schools and City of Haverhill shall be additional named insured's on Comprehensive General Liability, Auto, and Workers' Compensation (Employer's Liability Only) policies.
- 15.5** The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.
- 15.6** The FSMC agrees to indemnify and hold harmless the Haverhill Public Schools and City of Haverhill and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the FSMC's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Board, the Town, or any of their respective members, officers, employees or agents in any suit or claim arising from the FSMC's performance or lack of performance of the Contract or arising from the enforcement of this provision.
- 15.7** The FSMC shall obtain and keep in force during this contract, for the protection of the SFA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of \$1,000,000.00 (no less than \$1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the FSMC under this contract, and shall deliver to the SFA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the SFA. The policies for \$1,000,000.00 coverage shall also name the SFA as an Additional Insured, but only with respect to operations of the FSMC under this agreement.

SECTION XVI: Contract Term, Renewal and Termination

- 16.1** This contract, dated 07/01/2024, is between Whitsons Culinary Group, the FSMC and Haverhill Public Schools, the SFA.
- A. This contract sets forth the terms and conditions upon which the SFA retains the FSMC to manage and operate the SFA's food service for the SFA's students, employees, and visitors.
 - B. The life of the contract shall be for a period of one year with the school year beginning on or about July 1, 2024, and ending June 30, 2025 with up to two(2), not to exceed four, one-year renewal(s), with mutual agreement between the SFA and the FSMC. [7 CFR § 210.16 (d)]
 - C. Contract documents are due to the State Agency for approval by April 5, 2024. Contract renewals are due to the State Agency by the first Friday in June in each subsequent term of the contract.
- 16.2** The contract cannot be assigned or otherwise transferred or conveyed by either party without the written consent of the other. Consideration for the contract renewal by the SFA and the FSMC will be made in compliance with the rules and regulations prescribed by the USDA.
- 16.3** Neither the FSMC nor the SFA shall be responsible for any losses if the fulfillment of the terms of the contract should be delayed by wars, acts of public enemies, strikes, fires, floods, act of God, or any acts not within the control of either the FSMC or the SFA, and which by the exercise of due diligence it is unable to prevent.
- 16.4** If both parties agree to a contract renewal, the parties will work together to gather and complete all required documents for submission. The SFA will be responsible for submitting all contract renewal documents to the MA DESE.
- 16.5** Recovery of prior year FSMC losses from current year food service program surpluses is unallowable.

TERMINATION

- 16.6** With the exception of payment obligations for prior performance under this contract, neither party shall be liable for the failure to perform their respective obligations under this contract when such failure is caused by fire, explosion, water, act of God, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, or other like causes beyond the reasonable control of such party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible.
- 16.7** Either party may terminate the contract for cause by giving sixty (60) days' notice in writing to the other party of its intention to do so. [7 CFR § 210.16 (d)]
- 16.8** If a cure or remedy is found for the termination request by mutual agreement of the contracting parties, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in paragraph 16.7 above. This letter should be counter-signed by the receiving party and the letter should become an amendment to this contract. [Appendix II to § 200]
- 16.9** The SFA may terminate the contract without cause. The SFA shall give no less than sixty (60) days written notice to the FSMC of its intention to terminate the contract without cause.
- 16.10** The right of termination referred to in this contract is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity. If the FSMC breaches a material provision of the contract and fails to cure such breach within sixty (60) days after receiving written notice of such breach the SFA may elect to pursue any available legal, contractual or administrative remedy or the following sanctions: (i) for a first violation, a written reprimand; (ii) for a second violation, a \$1,000.00 penalty; and (iii) for a third violation, a \$2,000.00 penalty. For the purposes of the foregoing, a single violation means an event of the same or similar

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

- 16.11** The FSMC shall ensure, upon termination or completion of contract, the SFA is provided with the following documents in accordance with 7 CFR 210.23(c) or the SFA's established record retention timeframe, whichever is greater: production records, menus, all documents to support monthly claims, all documents to support the use of USDA Foods, professional development training records, CEP data, PLE Tool data, all documents related to free/reduced meal application process including certification and verification (if applicable), and access to any documents and or recipes requested for an administrative review.
- 16.12** A waiver of any failure under this contract shall neither be construed as, nor constitute a waiver of, any subsequent failure. This contract supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendices referred to herein are made part of this contract by the respective references to them. This contract may be executed in several counterparts, each of which shall be deemed an original.
- 16.13** The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the contract.
- 16.14** Notification of Termination. The MA DESE shall be notified immediately of termination action and reason for termination.
- 16.15** The parties agree that the terms of this contract shall be in accordance with the RFP published by the SFA and any amendments to the RFP, and the proposal submitted by the FSMC are incorporated into this contract. In the event the contradictory statements are contained in the RFP, the FSMC proposal, and this contract, the following order of precedence shall apply: Amendments to contract, contract, Amendments to RFP, RFP, FSMC proposal.

SECTION XVII: Special and General Conditions

17.1 Confidential/Proprietary Information

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

In the event a request for information/documentation is made pursuant to the Massachusetts Freedom of Information Act (or other applicable statute or regulation), and the FSMC objects to the release of the requested information, the FSMC shall bear all reasonable costs and fees incurred in asserting such objection.

- 17.2** The FSMC shall adhere to all applicable laws, especially all Pure Food laws, and all related regulations prescribed by the Federal Government, the state of Massachusetts, and the local department of health. The FSMC will comply with the rules and regulations as set up by the SFA and with state and/or own laws, etc., covering and controlling food services at the facilities.
- 17.3** No alterations, changes or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the SFA with the final decision as to the alterations, changes or improvements reserved solely for the SFA.
- 17.4** Any silence, absence or omission from these specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only material (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- 17.5** Notice/Communication: Any notice or communication required or permitted under this contract shall be in writing and shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

A. Notices to the SFA:

Name	Haverhill Public Schools
Attn	Michael Pfifferling, Assistant Superintendent of Finance and Operations
Address	4 Summer Street Room 104
	Haverhill, MA 01830

B. Notices to the FSMC:

Name	Whitsons Culinary Group
Attn	Bill Whitcomb
Address	1800 Motor Parkway
	Islandia, NY 11749

AND

Name	Whitsons Culinary Group
Attn	Beth Bunster
Address	1800 Motor Parkway
	Islandia, NY 11749

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

SO AGREED:

_____ Signature of Food Service Management Company's Authorized Representative	_____ Title	_____ Date
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Bill Whitcomb

Printed Name of Food Service Management Company's Authorized Representative

_____ Signature of School Food Authority's Authorized Representative	_____ Title	_____ Date
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Margaret Marotta

Printed Name of School Food Authority's Authorized Representative

Schedule A – Division of Costs for the Food Service Program*Schedule A to be completed as part of the RFP by the SFA*

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

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

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

Schedule A (continued)

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

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

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

Schedule B – Procurement Specifications

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

**The minimum requirement as specified below are USDA foods minimum specifications*

<u>PRODUCT</u>	<u>MINIMUM REQUIREMENTS</u>
Dairy Products	Grade A
Meat	USDA Grade Choice
Fish	U.S. Government Inspected
Poultry	USDA Grade A
Canned Fruits & Vegetables	U.S. Grade A Choice
Fresh Fruits & Vegetables	U.S. No. 1 Grade
Frozen Fruit & Vegetables	USDA Grade A
Bread	Packaged bread and buns to be manufacturer dated for freshness
Milk	Grade A
Ice Cream	Grade A
SFA Defined Products:	SFA Defined Minimum Requirement:
Chicken	Chickens that are raised without the use of non-therapeutic antibiotics. Poultry products that are hormone free.
Pork	Pork from producers who do not use gestation crates. Use of organic, all natural and non GMO products whenever possible. Pork products that are hormone free.
Milk	Milk that is RBGH free, fat free or 1% and does not contain high fructose corn syrup
Seafood	Sourcing dolphin safe tuna, local fish and using the Monterey Bay Aquariums seafood Watch guidelines
All Meals	<p>Eliminate foods containing partially hydrogenated oils.</p> <p>Low sugar non GMO breakfast and snack options.</p> <p>50% of ingredients sourced locally.</p> <p>Meals free from MSG, partially Hydrogenated oils, high fructose corn syrup, artificial added trans fats, artificial preservatives colors, flavors and preservatives.</p>

Schedule C – Price List (2023– 2024)

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

SCHEDULE C - PRICE LIST				
SCHOOL	STUDENTS	ADULTS		
	MILK	BREAKFAST	LUNCH	MILK
ELEMENTARY SCHOOLS	Price: 0.50	Price: 3.00	Price: 5.00	Price: 0.50
MIDDLE SCHOOLS	Price: 0.50	Price: 3.00	Price: 5.00	Price: 0.50
HIGH SCHOOLS	Price: 0.50	Price: 3.00	Price: 5.00	Price: 0.50

Schedule D – Reimbursement Rates**Rates as of 7/1/2023**

The rates provided are inclusive of the additional state supplemental funding provided for all NSLP schools in Massachusetts as part of the legislative action requiring National School Lunch Program lunches and School Breakfast Program breakfasts be offered at no cost. Schedule D is included as part of the RFP and must be used in conjunction with Schedule E.

1.	<u>National School Lunch Program</u>	<u>Regular Rates</u>	<u>Severe Need Rates*</u>
	Free	4.30	4.32

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

2.	<u>School Breakfast Program</u>	<u>Regular Rates</u>	<u>Severe Need Rates*</u>
	Free	2.28	2.73

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

3.	<u>After-School Snack Program</u>
	<u>Rates</u>
	Paid .10
	Reduced .58
	Free 1.17

4. Eight Cents Certification: \$0.08

This district is eight-cent certified

5. Effective USDA Foods Rate: \$.3650

Schedule E – Financial Schedule

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

Projected Revenue**Cafeteria Sales: (Lunch)**

Student Paid Meals:				
	_____ Elementary Schools	@\$ _____	=	\$ _____
	_____ Middle Schools	@\$ _____	=	\$ _____
	_____ High Schools	@\$ _____	=	\$ _____
Student Reduced Price:	_____ District-wide	@\$ _____	=	\$ _____
Student a la Carte:		@\$ _____	=	\$ _____
Adult Lunches:		@\$ _____	=	\$ _____
Adult a la Carte:		@\$ _____	=	\$ _____

Cafeteria Sales: (Breakfast)

Student Paid Meals:				
	_____ Elementary Schools	@\$ _____	=	\$ _____
	_____ Middle Schools	@\$ _____	=	\$ _____
	_____ High Schools	@\$ _____	=	\$ _____
Student Reduced Price:	_____ District-wide	@\$ _____	=	\$ _____

Special Functions:		
Bank Interest		\$ _____
Other Income		\$ _____
Other Income		\$ _____
Subtotal Sales		\$ _____ (A)

Anticipated Reimbursement Federal & State (Lunch)				
	_____ District-wide Paid Meals	@\$ _____	=	\$ _____
	_____ Reduced Price	@\$ _____	=	\$ _____
	_____ Free	@\$ _____	=	\$ _____
Subtotal Lunch Reimbursement				\$ _____ (B)
Anticipated Reimbursement Federal & State (Breakfast)				
	_____ District-wide Paid Meals	@\$ _____	=	\$ _____
	_____ Reduced Price	@\$ _____	=	\$ _____
	_____ Free	@\$ _____	=	\$ _____
Subtotal Breakfast Reimbursement				\$ _____ (C)
Anticipated Reimbursement Federal (SFSP)				
	_____ Breakfast	@\$ _____	=	\$ _____
	_____ Lunch and Supper	@\$ _____	=	\$ _____
	_____ Snack	@\$ _____	=	\$ _____
Subtotal SFSP				\$ _____ (D)

	Total Income (A+B+C+D)	\$ _____
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Projected Expenses				
Food				
Student Lunches	_____ Meals	@\$ _____	=	\$ _____
Student Breakfasts	_____ Meals	@\$ _____	=	\$ _____
Adult Lunches	_____ Meals	@\$ _____	=	\$ _____
Employee Lunches	_____ Meals	@\$ _____	=	\$ _____
Districtwide a la Carte				\$ _____
Special Functions				\$ _____
USDA Processing Charges				\$ _____
USDA Donated Foods Value				\$ _____
Net Food Cost				\$ _____ (E)

Labor	
Hourly Wages: (Employee schedules, work hours and rates of pay must be attached)	
Administration/Clerical	\$ _____
Food Service Workers	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Salaries: (Employee schedules, work hours and rates of pay must be attached)	
Management	\$ _____
Other: _____	\$ _____
Other Payroll Costs	
Employee Fringe Benefits	\$ _____
Other Expenditures	
Auto Allowance	\$ _____
Cafeteria Supplies (paper, cleaning, etc.)	\$ _____
Commodity Delivery	\$ _____
General Support and Administrative Expense	\$ _____
Depreciation	\$ _____
Equipment Rental	\$ _____
Insurance	\$ _____
Menu/Ticket Printing	\$ _____
Office Supplies	\$ _____
Performance Bond	\$ _____
Promotions	\$ _____
Replacements	\$ _____
Stationary/Postage	\$ _____
Telephone	\$ _____
Uniforms/Laundry	\$ _____
Manuals	\$ _____
Miscellaneous	\$ _____

Other	\$ _____
Total Labor and Other Expenses	\$ _____ (F)

*Management Fee				
Monthly Flat Rate				\$ _____
OR				
Cents per Meal (Complete Calculation Below)				
*Student Annualized Meals		@ \$ _____	=	\$ _____
Total Management Fee				\$ _____ (G)

Total Number of Reimbursable Meals	
Expense Total	\$ _____ (E+F+G)
Profit/Loss (SUBSIDY)	\$ _____
<p>*Student Annualized Meals = the number of reimbursable meals + (the \$ amount of adult and a la carte sales) divided by (the current free lunch reimbursement rate + the per meal commodity [USDA Foods] reimbursement).</p>	
<p>**In accordance with Section 12.10 E of this RFP the Meal Equivalency Rate used in the Contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the commodity (USDA Foods) reimbursement rate.</p>	
<p>**Annualized a la Carte</p>	
<p>Meal Equivalent = The total \$ value of a la carte and adult meals divided by the current free lunch reimbursement rate + per meal commodity foods reimbursement = \$ _____</p>	

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

Fee Components

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

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

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

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

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

☐ a fee of \$ _____ per month for _____ months during each year of the contract. The fee represents the FSMC overhead expenses listed below

OR

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

AND/OR

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

☐ a fee of \$ _____ per month for _____ months during each year of the contract. The fee represents the FSMC Profit

OR

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

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

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

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

Renewal Year 3: N/A to N/A

Renewal Year 4: N/A to N/A

This is subject to subsequent negotiated one-year extensions of the agreement. Notwithstanding any contrary understanding or interpretation, the term of this agreement shall be one year, as required by USDA. This agreement may be renewed for one-year terms for up to two(2) additional years.

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

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

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

- ☐ Breakeven: defined as “generated program revenues will be sufficient to cover all actual and direct operating costs incurred.
- ☐ Surplus: defined as “generated program revenues will exceed all actual and direct operating costs incurred. Dollar Value: _____
- ☐ Deficit: defined as “generated program revenues will not be sufficient to cover all actual and direct operating costs incurred. Dollar Value: _____

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

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

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

***Please Note: This example is based upon a Scoring Committee with three members. If your scoring committee has a different number of members, Individual Criteria Rating/Values and Overall Rating Ranges must be adjusted.**

Committee Results Chart - Vendor Name:

Criteria	Committee Member 1	Committee Member 2	Committee Member 3	Committee Member	Total	Overall Rating*
General Experience						
Reference Satisfaction						
Operations						
Relative Experience (FSD)						
Menus						
Marketing/Merchandising						
Financial Stability						
Employee Training						
Student Participation						
Total Overall Rating						
Criteria						
Highly Advantageous - HA						
Advantageous - A						
Not Advantageous - NA						
Unacceptable - U						

See **Criteria Ratings Conversions Chart to determine Overall Rating*

Criteria Ratings Conversion Chart

Criteria Rating	Value	Individual Criteria Rating/Value
Highly Advantageous	4	12 – 10 points
Advantageous	3	9 – 7 points
Not Advantageous	2	6 – 4 points
Unacceptable	1	3 points

**Each committee member criteria score will be converted into a point value*

**Point values for all committee members will be combined to identify an overall score for a particular criterion for a given vendor*

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

Overall Ratings Ranges Chart

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

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

Overall Ratings Ranges Chart

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

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

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

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

EXHIBIT N

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

Non-Collusion Affidavit
Food Service Program

By submission of this proposal, the FSMC certifies that:

- a. This proposal has been independently arrived at without collusion with any other proposer, competitor, potential proposer or potential competitor.
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the proposals for the work to be performed or the goods to be sold, to any other proposer, competitor, potential proposer or potential competitor.
- c. No attempt has been made, or will be made, to induce any other person to submit or not to submit a proposal. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- d. The person signing this proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in his/her behalf.
- e. That below is a certified copy of the resolution authorizing the execution of the certificate by the signatory of this proposal on behalf of the corporate proposer.

Signature of the person authorized to submit this proposal

Typed or printed name of signatory and title

Date

Resolve that _____ be authorized to sign and submit the proposal of this corporation _____ for the Food Service Management Program at the Haverhill Public Schools.

Tax Compliance Certification

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

State tax paid to _____ using Federal ID or SS# _____

Company or Corporation

Dated: _____

Authorized Official's Signature

Certificate of Independent Price Determination

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>	<u>Haverhill Public Schools</u> <hr style="border: none; border-top: 1px solid black; margin-top: -5px;"/>
Name of FSMC	Name of School Food Authority

- (A) By submission of this offer, the offeror certifies that in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the Food Service Management FSMC certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1. through A.3. above; or
 - (2) He or she is not the person in the offeror's organization responsible with the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A.1.through A.3. above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A.1. through A.3. above.

To the best of my knowledge, this food service management company (FSMC), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached sheet (if applicable).

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>
Name of FSMC	Title and Signature of FSMC Authorized Representative	Date

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

<u>Haverhill Public Schools</u> <hr style="border: none; border-top: 1px solid black; margin-top: -5px;"/>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>
Name of SFA	Title and Signature of SFA Authorized Representative	Date

Clean Air and Water Certificate

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

NAME OF FOOD SERVICE MANAGEMENT COMPANY:

NAME OF SCHOOL FOOD AUTHORITY: Haverhill Public Schools

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq. as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.
- E. THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:
 - a. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604)
 - b. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
 - c. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
 - d. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
 - e. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
 - f. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the FSMC.

Signature of Food Service Management
Company's Authorized Representative

Title

Date

Signature of School Food Authority's
Authorized Representative

Title

Date

Energy Policy and Conservation Act

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

FSMC

Haverhill Public Schools
SFA

Authorized Signature

Authorized Signature

Title

Title

Date

Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 2CFR

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

Organization Name
PR/Award Number or Project Name

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

Signature(s)

Date

Foreign Corporation Certificate of Registration

(M.G.L. chapter 156D, Section 15.03; 950 CMR 113.48)

[Foreign Corporation Certificate of Registration](#)

Certification Regarding Lobbying

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

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

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

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Organization Name

Address

Name of Submitting Official

Title of Submitting Official

Signature

Date

Disclosure of Lobbying Activities

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year _____ quarter _____ Date of last report: _____
4. Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____, if known: Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip Code: _____ Congressional District, if known: _____		
5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip Code: _____ Congressional District, if known: _____		
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): Prefix: _____ Last Name: _____ First Name: _____ MI: _____ Company Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip code: _____		
10. b. Individuals Performing Services (including address if different from No. 10a) last name, first name, MI): Prefix: _____ Last Name: _____ First Name: _____ MI: _____ Company Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip code: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first subaward of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - a. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

The certifying official shall sign and date the form, print his/her name, title, and telephone number

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

File: JBB - EDUCATIONAL EQUITY

The School Committee's goal is to strive to address the needs of every student in each of our schools, subject to budgetary, space and other limitations.

Educational equity for the purpose of this policy is defined as providing all students, as reasonably practical, the high-quality instruction and support they need to reach and exceed a common standard.

To achieve educational equity the district will commit to:

1. Systematically, when appropriate, use districtwide and individual school level data, disaggregated by race/ethnicity, gender/gender identity, national origin, language, special education, socioeconomic status and mobility to inform district decision making.
2. Raise the achievement of all students.
3. Graduate all students ready to succeed in a diverse local, national and global community.

In order to reach the goal of educational equity for each and every student, the District shall:

1. Provide every student with access to high quality curriculum, support, and other educational resources.
2. Seek to promote educational equity as a priority in professional development and educator evaluation.
3. Endeavor to create schools with a welcoming and inclusive culture and environment.
4. Provide multiple pathways to success in order to meet the needs of the diverse student body and actively encourage, support and expect high academic achievement for each student.

The Superintendent shall include equity practices in the district's strategic plan and goal strategies to implement this policy. The Superintendent, upon request, will periodically report to the Committee the progress of the implementation of this policy.

SOURCE: MASC - Updated 2021

Proposed Haverhill Public Schools Policy 04.25.24

Haverhill Public School District Wellness Program

The School Committee recognizes the relationship between student well-being and student achievement as well as the importance of a comprehensive district wellness program. Therefore, the school district will provide developmentally appropriate and sequential nutrition and physical education as well as opportunities for physical activity. It is our common shared mission that all students, regardless of racial/ethnic background or economic condition or other dimension of identity or difference, receive equitable curricula, learning experiences and support that expand opportunities for growth and increasingly high levels of achievement particularly in the areas of health and wellness. The wellness program will be implemented in a multidisciplinary fashion and will be evidence based.

Wellness Committee

The school district will establish a wellness committee that consists of at least one (1): parent, student, nurse, school food service representative, School Committee member, school administrator, member of the public, and other community members as appropriate. If available, a qualified, credentialed nutrition professional will be a member of the wellness committee. The school committee designates the following individual(s) as wellness program coordinator(s): District Coach of Health & Wellness and the Director of Nursing. Only employees of the district who are members of the wellness committee may serve as wellness program coordinators. Wellness coordinators, in consultation with the wellness committee, will be in charge of implementation and evaluation of this policy.

Nutrition Guidelines

It is the policy of the school district that all foods and beverages made available on campus during the school day are consistent with School Breakfast and Lunch Program nutrition guidelines. Guidelines for reimbursable school meals will not be less restrictive than regulations and guidance issued by the Secretary of Agriculture pursuant to law. The district will create procedures that address all foods available to students throughout the school day in the following areas:

- guidelines for maximizing nutritional value by decreasing fat and added sugars, increasing nutrition density and moderating portion size of each individual food or beverage sold within the school environment;
- separate guidelines for foods and beverages in the following categories:
 - foods and beverages included in a la carte sales in the food service program on school campuses;
 - foods and beverages sold in vending machines, snack bars, school stores, and concession stands;
 - foods and beverages sold as part of school-sponsored fundraising activities;

- refreshments served at parties, celebrations, and meetings during the school day;
- specify that its guidelines will be based on nutrition goals, not profit motives.

Nutrition and Physical Education

The school district will provide nutrition education aligned with standards established by the USDA's National School Lunch Program and the School Breakfast Program in all grades. The school district will provide physical education training aligned with the standards established by the Department of Education. The wellness program coordinators, in consultation with the wellness committee, will develop procedures that address nutrition and physical education.

Nutrition Education

- Students receive nutrition education that teaches the skills they need to adopt and maintain healthy eating behaviors.
- Nutrition education is offered in the school cafeteria as well as in the classroom, with coordination between the foodservice staff and other school personnel, including teachers.
- Students receive consistent nutrition messages from all aspects of the school program.
- Division health education curriculum standards and guidelines address both nutrition and physical education.
- Nutrition is integrated into the health education or core curricula (e.g., math, science, language arts).
- Schools link nutrition education activities with the coordinated school health program.
- Staff who provide nutrition education have appropriate training.
- The level of student participation in the school breakfast and school lunch programs is appropriate.

Physical Education Activities

Students are given opportunities for physical activity during the school day through physical education (PE) classes, daily recess periods for elementary school students, and the integration of physical activity into the academic curriculum where appropriate.

- Students are given opportunities for physical activity through a range of before- and/or after-school programs including, but not limited to, intramurals, interscholastic athletics, and physical activity clubs.
- Schools work with the community to create ways for students to walk, bike, rollerblade or skateboard safely to and from school.

- Schools encourage parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.
- Schools provide training to enable staff to promote enjoyable, lifelong physical activity among students.

Other School-Based Activities

The wellness program coordinators, in consultation with the wellness committee, are charged with developing procedures addressing other school-based activities to promote wellness.

- An adequate amount of time is allowed for students to eat meals in adequate lunchroom facilities.
- All children who participate in subsidized food programs are able to obtain food in a non-stigmatizing manner.
- Environmentally-friendly practices such as the use of locally grown and seasonal foods, school gardens, and non-disposable tableware have been considered and implemented where appropriate.
- Physical activities and/or nutrition services or programs designed to benefit staff health have been considered and, to the extent practical, implemented.

Evaluation

The wellness committee will consult on all education curricula and materials pertaining to wellness-to ensure curricula meet the state and district's educational goals and standards. Wellness program coordinators shall collaborate with committee members to devise a plan for implementation and evaluation of the district wellness policy and are charged with operational responsibility for ensuring that schools meet the goals of the district wellness policy. Wellness program coordinators will report to the School Committee annually.

Template adopted: by MASC

Haverhill Public Schools, Wellness Committee (2024)

SC 05.23.24 7 A

CITY OF HAVERHILL
School Vendor Warrants
LEA/ Cafeteria / Grants

Warrant Number: EV20240524 and EV20240524B

To the City Auditor: The following names, bills and payrolls have been approved by the School Administration. We are requesting them to be placed on a warrant for payment. I hereby certify under penalty of perjury, and to the best of my ability, that the amounts as scheduled are true and correct and the services and/or materials herein represented have been received as required in accordance with contracts, and that all names, contracts and payrolls in the amounts as scheduled are school department charges.

LEA	\$	1,202,303.35
Cafeteria	\$	2,699.60
Grants	\$	225,943.65
School Activities	\$	35,434.73
Total		\$1,466,381.33

Total \$1,466,381.33

Kathy Smith

**HAVERHILL PUBLIC SCHOOLS
SCHOOL COMMITTEE APPROVAL
OF VENDOR WARRANTS**

I hereby certify under penalty of perjury that the amounts as scheduled are true and correct and the services and/or materials herein represented have been received as required in accordance with contracts.

	Date
	Date
	Date
	Date
	Date
	Date

Vendor	Total	Account	Detail Line Description
A Family Cab Inc	\$5,520.00	1010000.4.3300.6478.75.320.00.20	DCF
A Family Cab Inc	\$19,040.00	1010000.4.3300.6481.75.320.00.30	Sped Out of Dist
A Family Cab Inc	\$31,205.00	1010000.4.3304.6480.75.320.00.20	Homeless Attending
A&R Sawyer	\$297.84	4332222.4.3400.6530.61.000.00.30	Item Name: ADVOCATE SIGN STAND Item Number: ADVOCATE + ADVOCATE
A&R Sawyer	\$20.00	4332222.4.3400.6530.61.000.00.30	Setup Charges
A&R Sawyer	\$110.00	4332222.4.3400.6530.61.000.00.30	Shipping and Handling Charges
Action Ambulance Service, Inc	\$825.00	4242400.4.3300.6481.75.320.09.30	Sped Out Of District
Action Ambulance Service, Inc	\$1,320.00	4242400.4.3300.6481.75.320.09.30	Sped Out Of District
Action Ambulance Service, Inc	\$660.00	4242400.4.3300.6481.75.320.09.30	Sped Out Of District
Adreana Ndaira	\$420.00	4248021.4.2330.6375.33.570.04.10	FY24 School Year STEM Internship Student Interns
Air Filter Sales	\$157.02	1010000.4.4110.6582.74.451.00.10	HVAC supplies for the disctrict
Air Filter Sales	\$257.76	1010000.4.4110.6582.74.451.00.10	HVAC supplies for the disctrict
Air Filter Sales	\$149.04	1010000.4.4110.6582.74.451.00.10	HVAC supplies for the disctrict
Air Filter Sales	\$23.73	1010000.4.4110.6582.74.451.00.10	HVAC supplies for the disctrict
Air Filter Sales	\$31.64	1010000.4.4110.6582.74.451.00.10	HVAC supplies for the disctrict
ALIM&R Transportation LLC	\$375.00	1010000.4.3300.6478.75.320.00.20	DCF
ALIM&R Transportation LLC	\$250.00	1010000.4.3300.6478.75.320.00.20	DCF
ALIM&R Transportation LLC	\$285.00	1010000.4.3304.6480.75.320.00.20	Homeless Attending HPS
ALIM&R Transportation LLC	\$190.00	1010000.4.3304.6480.75.320.00.20	Homeless Attending HPS
Amanda Wells	\$36.18	4241750.4.3300.6678.61.555.09.10	FY24 175 Early College Transportation
Amazon Capital Services, INC.	\$8.53	1010000.4.1210.6560.32.310.00.10	Gray's Anatomy: The Classic Collector's Edition
Amazon Capital Services, INC.	\$13.99	1010000.4.1210.6560.32.310.00.10	I Like Me!
Amazon Capital Services, INC.	\$11.69	1010000.4.1210.6560.32.310.00.10	Kindness Makes Me Stronger: Children's Book about Magic of Kindness, Emp
Amazon Capital Services, INC.	\$6.70	1010000.4.1210.6560.32.310.00.10	Miss Bindergarten Gets Ready for Kindergarten
Amazon Capital Services, INC.	\$14.89	1010000.4.1210.6560.32.310.00.10	My Many Colored Days
Amazon Capital Services, INC.	\$7.19	1010000.4.1210.6560.32.310.00.10	Polar Bear, Polar Bear, What Do You Hear? My First Reader
Amazon Capital Services, INC.	\$14.55	1010000.4.1210.6560.32.310.00.10	The 48 Laws of Power
Amazon Capital Services, INC.	\$11.80	1010000.4.1210.6560.32.310.00.10	The Great American Read: The Book of Books: Explore America's 100 Best-Lo
Amazon Capital Services, INC.	\$10.50	1010000.4.1210.6560.32.310.00.10	The Noisy Paint Box: The Colors and Sounds of Kandinsky's Abstract Art
Amazon Capital Services, INC.	\$10.47	1010000.4.1210.6560.32.310.00.10	The Fault in Our Stars
Amazon Capital Services, INC.	\$135.06	1010000.4.4230.6306.74.185.00.10	Mi T M AW-4085-0016 Power Washer Pump Oil - 2 Pack
Amazon Capital Services, INC.	\$175.00	2302144.4.3510.6515.61.290.00.10	INTERCHANGE BRANDS, LLC - 3/8 In x 100ft 4000 PSI High Pressure Washer H
Amazon Capital Services, INC.	\$25.64	4231190.4.2210.6582.64.762.00.20	HOTEC Premium Vocal Dynamic Handheld Microphone with 19ft Detachable
Amazon Capital Services, INC.	\$299.90	4231190.4.2430.6580.41.140.00.20	Two Cups of Caterpillars and Butterfly Figurines - Life Science & STEM Educat
Amazon Capital Services, INC.	\$1,650.00	4231190.4.2430.6580.52.745.00.20	Amazon Basics Multipurpose Copy Printer Paper, 8.5" x 11", 20 lb, Pallet, 400
Amazon Capital Services, INC.	\$21.94	4231190.4.2430.6580.62.770.00.30	Amazon Basics 100 Pack AAA High-Performance Alkaline Batteries, 10-Year St
Amazon Capital Services, INC.	\$22.99	4231190.4.2430.6580.62.770.00.30	OSBO GradSeason Matte Graduation Gown Cap Tassel Set 2024 for High Scho
Amazon Capital Services, INC.	\$24.99	4231190.4.2430.6580.62.770.00.30	GraduationMall Matte Graduation Gown Cap Tassel Set 2024 for High School
Amazon Capital Services, INC.	\$59.80	4231190.4.2430.6580.62.770.00.30	The Outsiders
Amazon Capital Services, INC.	\$109.98	4231190.4.3200.6525.37.160.00.20	Silonn Ice Maker Countertop, 9 Cubes Ready in 6 Mins, 26lbs in 24Hrs, Self-Cl
Amazon Capital Services, INC.	\$16.47	4231190.4.3200.6525.37.160.00.20	Benadryl Ultratabs Antihistamine Allergy Relief with Diphenhydramine HCl, 2
Amazon Capital Services, INC.	\$36.85	4231190.4.3200.6525.37.160.00.20	Lotion for Dry Skin by Caladryl, Topical Analgesic for Itch Relief, 6 Fl Oz
Amazon Capital Services, INC.	\$47.99	4242550.4.3200.6110.37.131.00.20	Yogasleep Dohm Classic (White) The Original White Noise Sound Machine, So
Amazon Capital Services, INC.	-\$ (26.98)	4242551.4.3200.6582.37.000.06.20	Fewener Feeding Tube Backpack for Feeding Tube G Tube J Tube GJ Tube Bad
Amazon Capital Services, INC.	-\$ (134.90)	4242551.4.3200.6582.37.000.06.20	Fewener Feeding Tube Backpack for Feeding Tube G Tube J Tube GJ Tube Bad
Amazon Capital Services, INC.	-\$ (29.42)	4242551.4.3200.6582.37.000.06.20	Imagination Generation Wood Eats! Scrumptious Cupcakes Dessert Set - 6 Co
Amazon Capital Services, INC.	\$12.00	4242551.4.3200.6650.37.000.08.20	Hanes Boys' EcoSmart Open Leg Sweatpants, Midweight Fleece Pants with Po
Amazon Capital Services, INC.	\$60.00	4242551.4.3200.6650.37.000.08.20	Hanes EcoSmart Fleece Joggers, Midweight Sweatpants with Pockets, Sweats
Amazon Capital Services, INC.	\$29.94	4242551.4.3200.6650.37.000.08.20	I Love My School Nurse Nursing Women Student Teacher T-Shirt
Amazon Capital Services, INC.	\$44.97	4242551.4.3200.6650.37.000.08.20	School Nurse Love - I love My Nurse Tee Gift Cute Unicorn T-Shirt
Amazon Capital Services, INC.	-\$ (37.98)	4242551.4.3200.6650.37.000.08.20	Constructive Playthings Lunch Time Favorites Play Food for Kids, 48 Piece Cor
Amazon Capital Services, INC.	\$89.94	4242551.4.3200.6650.37.000.08.20	CalorieKing Larger Print Calorie, Fat & Carbohydrate Counter
Amazon Capital Services, INC.	-\$ (33.98)	4242551.4.3200.6650.37.000.08.20	Constructive Playthings Lunch Time Favorites Play Food for Kids, 48 Piece Cor
Amazon Capital Services, INC.	-\$ (167.28)	4242551.4.3200.6650.37.000.08.20	Constructive Playthings Lunch Time Favorites Play Food for Kids, 48 Piece Cor
Amazon Capital Services, INC.	-\$ (89.98)	4242551.4.3200.6650.37.000.08.20	Constructive Playthings Lunch Time Favorites Play Food for Kids, 48 Piece Cor
Amazon Capital Services, INC.	\$48.00	4242620.4.2415.6582.34.280.07.30	Crayola Washable Paint (12ct), Paint Set for Kids, Nontoxic Paint, Kids Craft S
Amazon Capital Services, INC.	\$15.78	4242620.4.2415.6582.34.280.07.30	EXPO Low Odor Dry Erase Markers, Chisel Tip, Assorted Colors, 16 Count
Amazon Capital Services, INC.	\$13.99	4242620.4.2415.6582.34.280.07.30	Play-Doh Bulk Spring Colors 12-Pack of Non-Toxic Modeling Compound, 4-Ou
Amazon Capital Services, INC.	\$86.00	4242620.4.2415.6582.34.280.07.30	Chucks Pads Disposable [50-Pack] Underpads 23x36 Incontinence Chux Pads
Amazon Capital Services, INC.	\$83.76	4242620.4.2415.6582.34.280.07.30	Supmedic Basic Medical Nitrile Exam Gloves, Powder-Free Latex-Free Non-St

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Amazon Capital Services, INC.	\$84.36	4246450.4.3520.6582.36.000.07.10	adidas Run Falcon 3.0 Shoe, Grey/Crystal White/Beam Pink, 4 US Unisex Big Kid
Amazon Capital Services, INC.	\$262.40	4261001.4.2415.6582.61.570.07.10	Casio Men's MQ24-7B2 Analog Watch with Black Resin Band
Amazon Capital Services, INC.	\$272.44	4261001.4.2415.6582.61.570.07.10	Letaya 4 Drawer File Cabinet with Lock,Metal Vertical Filing Cabinets for Home
Amazon Capital Services, INC.	\$523.29	4261001.4.2415.6582.61.570.07.10	ONKRON Portable Laptop Desk Height Adjustable - Mobile Standing Desk with
Amazon Capital Services, INC.	\$403.72	4261001.4.2415.6582.61.570.07.10	Tribesigns L Shaped Computer Desk with Storage Drawers, 59 inch Corner De
Amazon Capital Services, INC.	\$174.95	4261001.4.2415.6582.61.570.07.10	UrbanRed Flexible Bendable Ceiling Curtain Track, 16.4FT (5m), Ceiling Mount
Amazon Capital Services, INC.	\$2,950.00	4261001.4.2415.6582.61.570.07.10	Welch Allyn 01690-200 SureTemp Plus Model 690 Electronic Thermometer, C
Amazon Capital Services, INC.	\$51.79	4261001.4.2415.6582.61.570.07.10	Welch Allyn Oral Disposable Probe Covers for SureTemp Plus 692 & 690, Case
Amazon Capital Services, INC.	\$499.90	4261001.4.2415.6582.61.570.07.10	YGHYYF Extra Wide Medical Curtains 12ft Wide x 8ft Tall Grommet Hospital C
Amazon Capital Services, INC.	\$89.99	4332085.4.2440.6425.33.000.05.10	GSi Kids Play Parachute Toy 24 feet with Handles and Carry Bag for Cooperati
Amazon Capital Services, INC.	\$15.99	4332085.4.2440.6425.33.000.05.10	2 Packs Portable Sports Scoreboard Score Keeper for Basketball Volleyball Te
Amazon Capital Services, INC.	\$54.39	4332085.4.2440.6425.33.000.05.10	Baden Composite Football, Official,Brown
Amazon Capital Services, INC.	\$191.36	4332085.4.2440.6425.33.000.05.10	Champion Sports All Steel Shaft and Frame Badminton Racket,Red
Amazon Capital Services, INC.	\$125.96	4332085.4.2440.6425.33.000.05.10	GoSports Slammo Game Set (Includes 3 Balls, Carrying Case and Rules) - Outc
Amazon Capital Services, INC.	\$83.98	4332085.4.2440.6425.33.000.05.10	Kan Jam Original Disc Toss Game - Kan Jam Rookie, PRO and To-Go Disc Golf
Amazon Capital Services, INC.	\$219.98	4332085.4.2440.6425.33.000.05.10	Rebound net - Tchoukball - Fully Foldable - 3.28 x 3.28ft - Soccer Rebound ne
Amazon Capital Services, INC.	\$279.60	4332085.4.2440.6425.33.000.05.10	Viking Discs Original Disc Golf Set - 8 Frisbee Discs for Any Distance, PDGA Ap
Amazon Capital Services, INC.	\$275.68	4332200.4.3400.6620.76.000.00.10	Bloodborne Pathogen/Body Fluids Cleanup Kit w/Fluid Solidifier, Biohazard B
Amazon Capital Services, INC.	\$73.50	4332200.4.3400.6620.76.000.00.10	Koss KPH7 Lightweight Portable Headphone, Black
Amazon Capital Services, INC.	\$64.50	4332200.4.3400.6620.76.000.00.10	Logitech S150 USB Speakers with Digital Sound
Amazon Capital Services, INC.	\$10.54	4332200.4.3400.6620.76.000.00.10	Oversize Silicone Pot Holder for Kitchen, 12Inches Long, 500° Heat Resistant
Amazon Capital Services, INC.	\$46.50	4332200.4.3400.6620.76.000.00.10	Thermos Reusable Ice Mat Food Saver, 36-Cube
Amazon Capital Services, INC.	\$205.53	4332200.4.3400.6620.76.000.00.10	IRIS USA 27 Gallon Large Heavy-Duty Storage Plastic Tote, 4 Pack, Rugged Ga
Amazon Capital Services, INC.	\$6.88	4332202.4.2430.6582.61.000.00.30	1" x 2-5/8" Address Labels 900 Labels Sticker Paper for Laser/Ink Jet Printer m
Amazon Capital Services, INC.	\$7.99	4332202.4.2430.6582.61.000.00.30	300 PCS Stickers Pack (50-850Pcs/Pack), Colorful VSCO Waterproof Stickers, C
Amazon Capital Services, INC.	\$5.99	4332202.4.2430.6582.61.000.00.30	600 Pcs Cute Water Bottle Stickers for Kids, Colorful Animal Vinyl Stickers for
Amazon Capital Services, INC.	\$16.98	4332202.4.2430.6582.61.000.00.30	AGBOLO Small Zip Bag, 1200ct 3x4' Premium Small Plastic Baggies Resealable
Amazon Capital Services, INC.	\$11.88	4332202.4.2430.6582.61.000.00.30	Amazon Basics Clear Thermal Laminating Plastic Paper Laminator Sheets - 11.
Amazon Capital Services, INC.	\$7.16	4332202.4.2430.6582.61.000.00.30	Amazon Basics Sandwich Storage Bags, 300 Count, Pack of 1
Amazon Capital Services, INC.	\$8.73	4332202.4.2430.6582.61.000.00.30	Amazon Basics Slider Quart Food Storage Bags, 120 Count (Previously Solimo
Amazon Capital Services, INC.	\$9.99	4332202.4.2430.6582.61.000.00.30	Arme 600 PCS Stickers Pack,Cute Colorful Waterproof Stickers,Vinyl Art Sticke
Amazon Capital Services, INC.	\$7.99	4332202.4.2430.6582.61.000.00.30	Arme Stickers Pack, 400 PCS Cute Vinyl Stickers for Water Bottles, Art Laptap
Amazon Capital Services, INC.	\$12.99	4332202.4.2430.6582.61.000.00.30	COMPUMATIC (3 Pack) Acroprint ES900 ES700 175 Time Clock Ribbon Cartrid
Amazon Capital Services, INC.	\$15.98	4332202.4.2430.6582.61.000.00.30	EcoEarth Vertical ID Badge Holder with Soft Edge (Sealable 2.25x3.5 inch Pre
Amazon Capital Services, INC.	\$21.98	4332202.4.2430.6582.61.000.00.30	Madisi Mechanical Pencil, 0.7mm Medium Point, HB #2 Lead, Assorted Barrel
Amazon Capital Services, INC.	\$8.99	4332202.4.2430.6582.61.000.00.30	Shappy 16 Rolls Transparent Tape Refills Clear Tape, Each Roll 3/4 x 1200 Inc
Amazon Capital Services, INC.	\$27.88	4332202.4.2430.6582.61.000.00.30	TOPS Time Cards, Bi-Weekly, 2-Sided, Numbered Days, 3-1/2" x 9", Manila, G
Amazon Capital Services, INC.	\$8.88	4332202.4.2430.6582.61.000.00.30	WAKEMOODEI Inspirational Stickers 400 PCS Motivational Vinyl Stickers for L
Amazon Capital Services, INC.	\$29.99	4400099.4.3520.6580.61.000.00.10	Aheroi 8 Pcs Light Covers, 4 x 2 Feet Magnetic Light Covers for Fluorescent Li
Amazon Capital Services, INC.	\$6.49	4421050.4.3520.6600.42.775.00.20	9 Pack 2.5 Inches Heavy Duty 304 Stainless Steel Eye Screw, Rust-Resistant Se
Amazon Capital Services, INC.	\$48.00	4421050.4.3520.6600.42.775.00.20	Crayola Washable Paint (12ct), Paint Set for Kids, Nontoxic Paint, Kids Craft S
Amazon Capital Services, INC.	\$8.99	4421050.4.3520.6600.42.775.00.20	Tenn Well 5mm Jute Rope, 100 Feet 4Ply Twisted Heavy Duty and Thick Twin
Amazon Capital Services, INC.	\$16.89	4421050.4.3520.6600.42.775.00.20	VELCRO Brand Extreme Outdoor Mounting Tape 20Ft x 1 In, Holds 15 lbs S
Amazon Capital Services, INC.	\$60.16	7001000.4.0000.3590.47.800.99.99	Insect Lore Deluxe Two Cups of Caterpillars
Amazon Capital Services, INC.	\$19.59	7001000.4.3520.6665.42.899.99.99	JOYIN 24 PCS Easter Egg and Spoon Race Game Set, 12 Players Carnival Game
Amazon Capital Services, INC.	\$7.99	7001000.4.3520.6665.42.899.99.99	Lincia 1200 Pcs Glitter Stickers Sparkly Small Stickers for Kids Toddlers Teache
Amazon Capital Services, INC.	\$57.98	7001000.4.3520.6665.42.899.99.99	SOPPYCID 12 Pcs Reusable Water Balloons, Pool Beach Water Toys for Boys a
AMEGO Inc	\$24,438.60	1010000.4.9306.6485.34.280.00.30	Tuition
AMEGO Inc	\$25,253.22	1010000.4.9306.6485.34.280.00.30	Tuition
AMEGO Inc	\$24,438.60	1010000.4.9306.6485.34.280.00.30	Tuition
Amergus Healthcare Staffing	\$4,762.50	1010000.4.2320.6425.34.280.78.30	SLP Services at (Bartlett) - BAL or PO 243308
Amergus Healthcare Staffing	\$1,200.00	4246450.4.2305.6130.33.000.04.10	645 21st CCLC Continuation Professional Stipends
Amergus Healthcare Staffing	\$1,031.25	4246450.4.2305.6130.33.000.04.10	645 21st CCLC Continuation Professional Stipends
Amesbury School Department	\$1,010.02	1010000.4.3300.6481.75.320.00.30	SPED Out of District - Cost Share
Amesbury School Department	\$880.54	1010000.4.3300.6481.75.320.00.30	SPED Out of District - Cost Share
Amiee Martinez	\$323.00	4231190.4.2356.6125.32.312.87.10	HEA Teacher Tuition Reimbursement
Andover High School Track/Field	\$500.00	4332180.4.3510.6582.72.115.00.10	Entry Fee for the 68th Annual Andover Boosters Invitational Track Meet
Angelo The Florist	\$260.00	4231190.4.2430.6580.62.770.00.30	Supplies Instructional
Antonio Navarro	\$645.00	4248021.4.2330.6375.33.570.04.10	FY24 School Year STEM Internship Student Interns
Antrenou Multi-Services (A.M.)	\$900.00	1010000.4.3300.6478.75.320.00.20	DCF
Antrenou Multi-Services (A.M.)	\$148.50	1010000.4.3304.6480.75.320.00.20	Homeless Attending HPS

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Aramco INC	\$1,792.55	4231190.4.4110.6582.74.125.00.10	Cleaning supplies for district (FAC85)
Aramco INC	\$474.99	4231190.4.4110.6582.74.125.00.10	Cleaning supplies for district (FAC85)
Aramco INC	\$117.26	4231190.4.4110.6582.74.125.00.10	Cleaning supplies for district (FAC85)
Arianna Rodriguez	\$1,800.00	4248021.4.2330.6375.33.570.04.10	FY24 School Year STEM Internship Student Interns
AT&T - 5094	\$37.82	1010000.4.4130.6488.74.185.00.10	Monthly Services
Baystate Interpreters Inc	\$396.00	1010000.4.2330.6359.35.145.00.40	Translation Services
Baystate Interpreters Inc	\$222.00	1010000.4.2330.6359.35.145.00.40	Translation Services
Baystate Interpreters Inc	\$697.20	1010000.4.2330.6359.35.145.00.40	Translation Services
Blessed Children Transportatid	\$2,275.00	1010000.4.3304.6480.75.320.00.20	Homeless Attending HPS
Blessed Children Transportatid	\$3,315.00	1010000.4.3304.6481.75.320.00.20	Homeless NOT Attending HPS
Boom Learning	\$260.00	4231190.4.2440.6425.63.771.00.30	Renewal for Boom Learning (curriculum)
Boston Kiln Sales and Service	\$1,000.00	4231190.4.2430.6580.61.761.00.20	Debcor Large Damp Cabinet +Shipping
Boston Kiln Sales and Service	\$900.00	4233050.4.2415.6582.33.000.07.10	Debcor Large Damp Cabinet +Shipping
Boston Kiln Sales and Service	\$2,000.00	4248110.4.2430.6555.33.000.00.10	Debcor Large Damp Cabinet +Shipping
BOYS AND GIRLS CLUB OF GRE	\$9,000.00	4231190.4.2415.6425.53.171.00.20	Positive Action Program Full Year Program Tuesday and Thursday
Brett Johnson	\$256.66	7001000.4.3520.6665.54.814.99.99	Consentino Drama
Brian W Nagel	\$50.74	1010000.4.4130.6488.74.185.00.10	Cell Phone
Bride, Grimes Inc	\$8,993.68	1010000.4.4220.6470.74.403.00.10	Adding switch to compressors for sprinkler systems in Walnut Sq & Crowell
BSN Sports, LLC	\$593.52	4332180.4.3510.6582.72.115.00.10	Easton Ghost FP Helmet - L/XL, Black
BSN Sports, LLC	\$36.49	4332180.4.3510.6582.72.115.00.10	End Spiked Pitching Rubber - Official
BSN Sports, LLC	\$34.99	4332180.4.3510.6582.72.115.00.10	Official Size Rubber Pitchers Plate
BSN Sports, LLC	\$3,038.89	4332180.4.3510.6582.72.115.00.10	Phenom Short Sleeve T-Shirt, Columbia Blue, sz: 15-SM, 45-Med, 90-Lg, 60-XL
Cale Wood	\$165.00	4231190.4.2356.6125.32.312.87.10	HEA Teacher Tuition Reimbursement
Canobie Lake Park	\$3,306.00	7001000.4.3520.6665.51.899.99.99	Admission to Canobie Lake Park
Canobie Lake Park	\$4,785.00	7001000.4.3520.6665.52.899.99.99	Hunking General Activity
Canobie Lake Park	\$4,350.00	7001000.4.3520.6665.53.808.99.99	8th grade field trip to Canobie
Canobie Lake Park	\$4,350.00	7001000.4.3520.6665.54.824.99.99	Class of 2024 (gGrade 8) trip to Canobie Lake, June 10, 2024.
Canobie Lake Park	\$4,640.00	7001000.4.3520.6665.54.825.99.99	Class of 2025 (Grade 7) trip to Canobie Lake, June 6, 2024
Capital Tours Inc	\$398.50	7001000.4.3520.6665.51.815.99.99	Whittier DC Trip
Capital Tours Inc	\$306.17	7001000.4.3520.6665.53.808.99.99	Nettle Grade 8
Capital Tours Inc	\$677.00	7001000.4.3520.6665.53.899.99.99	Nettle General Activity
Capital Tours Inc	\$2,350.50	7001000.4.3520.6665.54.808.99.99	Consentino Grade 8 DC
Cartwheel Health Services	\$35,000.00	1010000.4.2710.6425.71.155.00.20	Cartwheel contract
Cartwheel Health Services	-(\$17,500.00)	4242552.4.3200.6110.37.000.00.20	Brookline Reimbursement
Cartwheel Health Services	-(\$17,500.00)	4243320.4.2358.6425.71.000.06.10	Brookline Reimbursement
Cartwheel Health Services	\$35,000.00	4243320.4.2358.6425.71.000.06.10	Mental Health Services per agreement, payment 1 and 2.
Cecily Russell	\$60.00	1010000.4.3510.6362.72.210.00.10	MS Coaches-Officials (Non EE)
Champions Choice	\$420.15	4332180.4.3510.6582.72.115.00.10	Adidas Girls Club Tennis Tank - White (sz: 3-SM, 3-MD, 4-LG, 2-XL)
Christine Magliocchetti	\$1,996.80	1010000.4.3300.6481.75.320.00.30	Parent Reimbursement
Christopher Butt	\$3,000.00	4248021.4.2330.6375.33.570.04.10	FY24 School Year STEM Internship Student Interns
Cintas Corporation	\$51.25	1010000.4.4220.6450.74.185.00.10	Dry mop cleaning/delivery for district (State contract #FAC111)
Cintas Corporation	\$312.67	1010000.4.4220.6450.74.185.00.10	Dry mop cleaning/delivery for district (State contract #FAC111)
Cintas Corporation	\$113.06	1010000.4.4220.6450.74.185.00.10	Dry mop cleaning/delivery for district (State contract #FAC111)
Cintas Corporation	\$150.28	1010000.4.4220.6450.74.185.00.10	Dry mop cleaning/delivery for district (State contract #FAC111)
Cintas Corporation	\$49.44	1010000.4.4220.6450.74.185.00.10	Dry mop cleaning/delivery for district (State contract #FAC111)
Cintas Corporation	\$66.81	1010000.4.4220.6450.74.185.00.10	Dry mop cleaning/delivery for district (State contract #FAC111)
Cintas Corporation	\$125.42	1010000.4.4220.6450.74.185.00.10	Dry mop cleaning/delivery for district (State contract #FAC111)
Cintas Corporation	\$282.12	1010000.4.4220.6450.74.185.00.10	Dry mop cleaning/delivery for district (State contract #FAC111)
Cintas Corporation	\$113.06	1010000.4.4220.6450.74.185.00.10	Dry mop cleaning/delivery for district (State contract #FAC111)
Cintas Corporation	\$51.25	1010000.4.4220.6450.74.185.00.10	Dry mop cleaning/delivery for district (State contract #FAC111)
Cintas Corporation	\$312.67	1010000.4.4220.6450.74.185.00.10	Dry mop cleaning/delivery for district (State contract #FAC111)
Cintas Corporation	\$70.08	1010000.4.4220.6450.74.185.00.10	Dry mop cleaning/delivery for district (State contract #FAC111)
Cintas Corporation	\$150.28	1010000.4.4220.6450.74.185.00.10	Dry mop cleaning/delivery for district (State contract #FAC111)
Cintas Corporation	\$125.42	1010000.4.4220.6450.74.185.00.10	Dry mop cleaning/delivery for district (State contract #FAC111)
Cintas Corporation	\$66.81	1010000.4.4220.6450.74.185.00.10	Dry mop cleaning/delivery for district (State contract #FAC111)
Cintas Corporation	\$49.44	1010000.4.4220.6450.74.185.00.10	Dry mop cleaning/delivery for district (State contract #FAC111)
City Gate Language Service	\$825.12	4242400.4.2440.6425.34.280.05.30	IEP Translations
City Gate Language Service	\$405.60	4242400.4.2440.6425.34.280.05.30	IEP Translations
City Gate Language Service	\$37.92	4242400.4.2440.6425.34.280.05.30	IEP Translations
Combustion Service Co of NE	\$2,180.00	1010000.4.4220.6450.74.185.00.10	Boiler PM's and maintenance (IFB011.22 contract)
Combustion Service Co of NE	\$830.00	1010000.4.4220.6450.74.185.00.10	Boiler PM's and maintenance (IFB011.22 contract)

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Comcast Business	\$581.09	1010000.4.4450.6450.73.200.00.10	963168471 - Central
Comcast Business	\$581.09	1010000.4.4450.6450.73.200.00.10	900486693 - Central
Commonwealth of Mass EZDri	\$1.50	7001000.4.3520.6665.61.853.99.99	HHS ROTC
Commonwealth of Mass EZDri	\$5.10	7001000.4.3520.6665.61.853.99.99	HHS ROTC
Confianza LLC	\$5,600.00	4231400.4.2358.6425.33.000.06.10	Confianza
CRN Services	\$885.00	1010000.4.3300.6478.75.320.00.20	DCF
CRN Services	\$263.75	1010000.4.3300.6478.75.320.00.20	DCF
Crown Trophy - MA	\$488.16	7001000.4.3520.6665.61.853.99.99	Metro League Trophies
Daniel Sullivan	\$379.99	7001000.4.3520.6665.54.818.99.99	Consentino Honor Society
Danielle Marie Pilotte	\$1,120.00	4231190.4.2440.6420.63.771.00.30	Contracted services for the year. Music therepy.
DC Transportation LLC	\$455.00	1010000.4.3300.6478.75.320.00.20	DCF
DC Transportation LLC	\$1,029.00	1010000.4.3300.6481.75.320.00.30	SPED Out of District
Delta Beckwith Elevator Comp	\$545.00	1010000.4.4220.6470.74.406.00.10	Elevator maintenance for district - IFB018.24
Demoulas Supermarkets Inc	\$12.00	1010000.4.2420.6607.61.570.00.20	CTE Community Engagement
Demoulas Supermarkets Inc	\$784.97	1010000.4.2430.6530.61.260.00.20	Consumer Science Food
Demoulas Supermarkets Inc	\$453.26	1010000.4.2430.6530.62.770.00.30	Culinary Expense
Demoulas Supermarkets Inc	\$46.14	1010000.4.2430.6580.63.771.00.30	Supplies, Instructional
Demoulas Supermarkets Inc	\$212.82	4231190.4.2430.6580.64.761.00.20	Supplies Instructional
Demoulas Supermarkets Inc	\$850.06	4242400.4.2430.6582.34.280.07.30	SPED Allocation-Supplies. Other
Demoulas Supermarkets Inc	\$25.56	4332058.4.3520.6530.33.000.00.10	After School Snack- Supplies (Food)
Demoulas Supermarkets Inc	\$710.92	4332201.4.3400.6530.61.000.00.30	Special Needs Cafe' Food Supplies
Demoulas Supermarkets Inc	\$51.49	4332202.4.2430.6582.61.000.00.30	HHS School Store - Supplies
Demoulas Supermarkets Inc	\$1,383.01	4332222.4.3400.6530.61.000.00.30	Learning Cafe at City Hall Expense
Demoulas Supermarkets Inc	\$63.18	4400099.4.3520.6580.61.000.00.10	HHS GEM Supplies/Snacks
Diamond Athletic Turf Inc	\$950.00	1010000.1.0550.5248.00.000.00.00	5 yards of new clay - rebuild game mound and 2 bullpen mounds
Diamond Mechanical, Inc	\$3,596.80	1010000.4.4220.6450.74.427.00.10	BMS maintenance for the high school
Dodge Grain Co Inc	\$60.00	4332180.4.3510.6582.72.115.00.10	Pine Shavings for self composting toilet
Dramatic Publishing Company	\$160.00	7001000.4.3520.6665.61.814.99.99	Royalty Fees
Dramatic Publishing Company	\$64.85	7001000.4.3520.6665.61.814.99.99	Stuart Little play/musical - Invoice# 100157496
Eagle Leasing Company	\$139.00	4332180.4.3510.6582.72.115.00.10	10' Container, 4 weeks
Eagle Leasing Company	\$15.00	4332180.4.3510.6582.72.115.00.10	Container Locks, 4 weeks
Eagle Leasing Company	\$15.00	4332180.4.3510.6582.72.115.00.10	Damage Waiver, 4 weeks
Eagle Leasing Company	\$55.00	4332180.4.3510.6582.72.115.00.10	Shelving Package (10' Section), 4 weeks
Easter Seals- Mass	\$800.00	4242400.4.2440.6425.34.280.05.30	1:1 services
Easter Seals- Mass	\$4,600.00	4242400.4.2440.6425.34.280.05.30	1:1 services
Easter Seals- Mass	\$2,240.00	4242400.4.2440.6425.34.280.05.30	1:1 services
Easter Seals- Mass	\$4,600.00	4242400.4.2440.6425.34.280.05.30	1:1 services
Easy Transportation	\$14,235.00	1010000.4.3300.6481.75.320.00.30	SPED Out of District
Easy Transportation	\$10,460.00	1010000.4.3300.6481.75.320.00.30	SPED Out of District
EdTech Solutions LLC	\$11,475.00	4242400.4.2440.6510.34.280.05.30	ATevals/AAC services
Eleanie Vega Santos	\$54.94	4242549.4.3200.6612.37.000.07.20	Mileage reimbursement for field trip meds 82 miles @.67/mile
Emaye Transportation	\$500.00	1010000.4.3304.6480.75.320.00.20	HMLS ATT
Emily Fermin	\$2,280.00	4248021.4.2330.6375.33.570.04.10	FY24 School Year STEM Internship Student Interns
Emily Salvi	\$1,200.00	4231190.4.2440.6425.63.771.00.30	Theater Education
Emily Salvi	\$960.00	4231190.4.2440.6425.63.771.00.30	Theater Education
Emmerson Cerasuolo	\$15.00	1010000.4.3510.6362.72.210.00.10	MS Coaches-Officials (Non EE)
Eric Walsh	\$320.00	1010000.4.2430.6580.62.770.00.30	Greenleaf Academy Music Lessons
Eric Walsh	\$510.00	4332070.4.2430.6582.62.000.00.00	Music Services /Instruments
Esperanza Vassallo	\$18.62	1010000.4.2440.6680.35.145.00.40	Travel-Teacher ELD
ExpertHiring	\$650.00	4246450.4.2305.6130.33.000.04.10	645 21st CCLC Continuation Professional Stipends
EZ Care Transit Company	\$5,100.00	1010000.4.3300.6478.75.320.00.20	DCF
Flush LLC	\$60.00	4332180.4.3510.6582.72.115.00.10	Delivery Fee
Flush LLC	\$20.00	4332180.4.3510.6582.72.115.00.10	Standard Construction Toilet Rental Fees (2 @ \$10/28 days = \$20 x 2 bill cycle)
Flush LLC	\$398.00	4332180.4.3510.6582.72.115.00.10	Standard Construction Toilet Service Fees (2 @ \$199/28 days = \$398 x 2 bill cycle)
Fun Express LLC	\$17.99	7001000.4.3520.6665.49.819.99.99	Build Your Own Sticky Sand Characters (doz)
Fun Express LLC	\$17.99	7001000.4.3520.6665.49.819.99.99	Foam Putty Monsters (12 piece)
Fun Express LLC	\$35.98	7001000.4.3520.6665.49.819.99.99	Glitter Water Tubes - 12 Piece
Fun Express LLC	\$0.60	7001000.4.3520.6665.49.819.99.99	Neon Shuttle Pens (doz)
Fun Express LLC	\$29.91	7001000.4.3520.6665.49.819.99.99	Neon Stretchy Noodle Pets - 12 Piece
Fun Express LLC	\$15.96	7001000.4.3520.6665.49.819.99.99	Penguin Face Sticker Roll - 100 piece
Fun Express LLC	\$19.99	7001000.4.3520.6665.49.819.99.99	Plastic Vehicle Building Block Kits (doz)

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Fun Express LLC	\$19.99	7001000.4.3520.6665.49.819.99.99	Realisticc Dinosaur Grabbers - 12 pieces
Fun Express LLC	\$12.98	7001000.4.3520.6665.49.819.99.99	Sea Animals in Fluffy Growing Sand (12 piece)
Fun Express LLC	\$12.98	7001000.4.3520.6665.49.819.99.99	Sticky Sand with Critter Toys (doz)
Fun Express LLC	\$12.94	7001000.4.3520.6665.49.819.99.99	Stuffed Meowing Cats and Barking Dogs - 6 piece
FW Webb Company	\$15.80	4231190.4.4110.6582.74.457.00.10	Plumbinhg supplies for district (FAC100)
FW Webb Company	\$47.76	4231190.4.4110.6582.74.457.00.10	Plumbinhg supplies for district (FAC100)
FW Webb Company	\$70.64	4231190.4.4110.6582.74.457.00.10	Plumbinhg supplies for district (FAC100)
FW Webb Company	\$135.49	4231190.4.4110.6582.74.457.00.10	Plumbinhg supplies for district (FAC100)
FW Webb Company	-\$56.16	4231190.4.4110.6582.74.457.00.10	Plumbinhg supplies for district (FAC100)
FW Webb Company	\$34.00	4231190.4.4110.6582.74.457.00.10	Plumbinhg supplies for district (FAC100)
FW Webb Company	\$50.37	4231190.4.4110.6582.74.457.00.10	Plumbinhg supplies for district (FAC100)
Gabriella Burdier	\$165.00	1010000.4.3510.6362.72.210.00.10	MS Coaches-Officials (Non EE)
Gayle Lynch	\$360.00	4232400.4.2430.6500.34.280.07.30	Tutor-Direct services for BCA Students
Glen Despres Jr	\$285.61	4231190.4.3300.6477.75.320.00.30	Parent Reimbursement
Glen Despres Jr	\$395.46	4231190.4.3300.6477.75.320.00.30	Parent Reimbursement
Glen Despres Jr	\$351.52	4231190.4.3300.6477.75.320.00.30	Parent Reimbursement
Glen Despres Jr	\$373.49	4231190.4.3300.6477.75.320.00.30	Parent Reimbursement
Glen Despres Jr	\$395.46	4231190.4.3300.6477.75.320.00.30	Parent Reimbursement
Glen Despres Jr	\$395.46	4231190.4.3300.6477.75.320.00.30	Parent Reimbursement
Grace M McIntyre	\$305.48	1010000.4.2420.6580.61.570.00.20	CTE Instructional Supplies
Grace M McIntyre	\$297.00	1010000.4.2420.6580.61.570.00.20	CTE Instructional Supplies
Grainger	\$198.72	1010000.4.4110.6582.74.125.00.10	Equipment for district
Hailee Powe	\$105.00	1010000.4.3510.6362.72.210.00.10	MS Coaches-Officials (Non EE)
Hannaly Jaromy Herrera	\$990.00	4248021.4.2330.6375.33.570.04.10	FY24 School Year STEM Internship Student Interns
Happy Wheels R Us LLC	\$855.00	4242400.4.3300.6481.75.320.09.30	SPED Out of District
Happy Wheels R Us LLC	\$760.00	4242400.4.3300.6481.75.320.09.30	SPED Out of District
Happy Wheels R Us LLC	\$1,900.00	4242400.4.3300.6481.75.320.09.30	SPED Out of District
Haverhill AD1, LLC	\$8,850.87	1010000.4.4130.6487.61.185.00.10	Net Metering
Haverhill Print Cafe	\$510.76	4231190.4.3100.6582.36.120.00.10	Registartion Envelopes/BC
Haverhill Taxi LLC	\$700.00	1010000.4.3300.6478.75.320.00.20	DCF
Haverhill Taxi LLC	\$500.00	1010000.4.3300.6478.75.320.00.20	DCF
Haverhill Taxi LLC	\$1,150.00	1010000.4.3300.6478.75.320.00.20	DCF
Haverhill Taxi LLC	\$2,840.00	1010000.4.3300.6480.75.320.00.30	SPED In District
Haverhill Taxi LLC	\$1,990.00	1010000.4.3300.6480.75.320.00.30	SPED In District
Haverhill Taxi LLC	\$4,855.00	1010000.4.3300.6480.75.320.00.30	SPED In District
Haverhill Taxi LLC	\$6,617.00	1010000.4.3300.6481.75.320.00.30	Sped Out of District
Haverhill Taxi LLC	\$4,720.00	1010000.4.3300.6481.75.320.00.30	Sped Out of District
Haverhill Taxi LLC	\$9,520.00	1010000.4.3300.6481.75.320.00.30	Sped Out of District
Haverhill Taxi LLC	\$4,022.50	1010000.4.3304.6480.75.320.00.20	Homeless Attending HPS
Haverhill Taxi LLC	\$2,660.00	1010000.4.3304.6480.75.320.00.20	Homeless Attending HPS
Haverhill Taxi LLC	\$6,115.00	1010000.4.3304.6480.75.320.00.20	Homeless Attending HPS
Haverhill Taxi LLC	\$1,110.00	1010000.4.3304.6481.75.320.00.20	Homeless NOT Attending HPS
Haverhill Taxi LLC	\$670.00	1010000.4.3304.6481.75.320.00.20	Homeless NOT Attending HPS
Haverhill Taxi LLC	\$2,000.00	1010000.4.3304.6481.75.320.00.20	Homeless NOT Attending HPS
Haverhill Water Department	\$1,111.48	1010000.4.4220.6470.74.409.00.10	Water Test
Historic New England	\$1,068.00	7001000.4.3520.6665.48.899.99.99	Tilton General Activity
Home Depot Pro	\$59.60	1010000.1.0550.5248.00.000.00.00	Misc Supplies
Home Depot Pro	\$52.81	1010000.1.0550.5248.00.000.00.00	Misc Supplies
Home Depot Pro	\$299.00	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$11.01	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$7.27	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$172.31	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$3.67	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$1,246.45	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$693.84	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$224.16	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$23.47	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$2,368.80	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$38.94	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$297.44	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$1,249.70	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)

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Home Depot Pro	\$16.92	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$56.90	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$16.85	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$796.32	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$15.68	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$39.96	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$64.67	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$514.75	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$1,186.67	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$172.64	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
Home Depot Pro	\$248.31	4231190.4.4110.6582.74.125.00.10	Supplies/tools for district ((FAC105)
HTS Engineering, Inc.	\$2,487.37	1010000.4.4220.6450.74.427.00.10	Hunking BMS select plan
Ideal Office Solutions LLC	\$550.00	1010000.4.1210.6560.32.310.00.10	Deliver Donated White board, nesting tables and conf table
Industrial Communications	\$362.45	4231190.4.7500.6456.75.320.00.30	HPS Vehicle Radios
Industrial Communications	\$969.44	4231190.4.7500.6456.75.320.00.30	HPS Vehicle Radios
Jaclyn Graham	\$370.00	4231190.4.2356.6125.32.312.87.10	HEA Teacher Tuition Reimbursement
Jacob Kelley	\$1,035.00	4248021.4.2330.6375.33.570.04.10	FY24 School Year STEM Internship Student Interns
Janel Bohanon	\$39.40	1010000.4.1210.6560.32.310.00.10	Office Supplies
Joanna Dix	\$100.00	4231190.4.2210.6582.64.762.00.20	Office Supplies-Non Instructional
Joe & Ruth LLC	\$930.00	1010000.4.3300.6478.75.320.00.20	DCF
Joe & Ruth LLC	\$620.00	1010000.4.3300.6478.75.320.00.20	DCF
Joe & Ruth LLC	\$2,385.00	1010000.4.3300.6478.75.320.00.20	DCF
Joe & Ruth LLC	\$1,320.00	1010000.4.3304.6480.75.320.00.20	Homeless Attending HPS
Joe & Ruth LLC	\$1,030.00	1010000.4.3304.6480.75.320.00.20	Homeless Attending HPS
Joe & Ruth LLC	\$2,360.00	1010000.4.3304.6480.75.320.00.20	Homeless Attending HPS
Joe & Ruth LLC	\$800.00	4242400.4.3300.6480.75.320.00.30	SPED In District
Joe & Ruth LLC	\$480.00	4242400.4.3300.6480.75.320.00.30	SPED In District
Joe & Ruth LLC	\$320.00	4242400.4.3300.6480.75.320.00.30	SPED In District
Joe & Ruth LLC	\$1,800.00	4242400.4.3300.6481.75.320.09.30	SPED Out of District
Joe & Ruth LLC	\$1,200.00	4242400.4.3300.6481.75.320.09.30	SPED Out of District
Joe & Ruth LLC	\$3,999.75	4242400.4.3300.6481.75.320.09.30	SPED Out of District
Joe Warren & Son Co.	\$280.75	4332200.4.3400.6641.76.000.00.10	HHS: Warmer Repair
Joe Warren & Son Co.	\$352.50	4332200.4.3400.6641.76.000.00.10	Tilton Elem.: Freezer inspection.
Joe Warren & Son Co.	\$1,088.51	4332200.4.3400.6641.76.000.00.10	Consentino: Freezer repair
John Maddox M.D.	\$15,000.00	1010000.4.3200.6177.37.000.00.10	Annual Physician Stipend
Johnnyvi Transportation LLC	\$900.00	1010000.4.3300.6478.75.320.00.20	DCF
Johnnyvi Transportation LLC	\$1,125.00	1010000.4.3300.6478.75.320.00.20	DCF
Johnnyvi Transportation LLC	\$150.00	1010000.4.3304.6480.75.320.00.20	Homeless Attending HPS
Johnnyvi Transportation LLC	\$150.00	1010000.4.3304.6480.75.320.00.20	Homeless Attending HPS
Jolly Time Ice Truck	\$150.00	7001000.4.3520.6665.51.818.99.99	Whittier Honor Society
Jostens	\$21.83	1010000.4.2210.6535.61.500.00.20	Encumbered Funds for Jostens (Purchased)
Journeyman Press	\$664.00	4231190.4.2210.6582.64.762.00.20	Year Books
Julian Perez	\$4.89	1010000.4.3600.6349.61.275.00.10	Security Guard
Julie Dellea	\$21.45	4332200.4.3400.6651.76.000.00.10	Food Service Refunds
Kabco	\$5,525.00	4242400.4.3300.6480.75.320.00.30	DCF
Kaitlyn Reynolds	\$1,500.00	4248021.4.2330.6375.33.570.04.10	FY24 School Year STEM Internship Student Interns
Kristen Sevene	\$129.44	4241750.4.3300.6678.61.555.09.10	FY24 175 Early College Transportation
Landmark School	\$3,825.75	1010000.4.9305.6485.34.280.00.30	Tuition
Landmark School	\$7,649.80	1010000.4.9305.6485.34.280.00.30	Tuition
Landmark School	\$8,797.27	1010000.4.9305.6485.34.280.00.30	Tuition
Latham Centers, Inc	\$24,623.70	1010000.4.9306.6485.34.280.00.30	Tuition
Latinos for Education	\$8,400.00	4233090.4.2357.6425.61.000.06.10	Title IV-Contracted Services
Lauren MacKinnon	\$756.59	7001000.4.3520.6665.51.818.99.99	Reimbursement for NJHS Banquet supplies
Lauren MacKinnon	\$55.22	7001000.4.3520.6665.51.818.99.99	Whittier Honor Society
Laurie Lyons	\$340.00	4242400.4.3300.6480.75.320.00.30	Parent Reimb
Learning Skills Academy	\$2,261.13	1010000.4.9200.6485.34.280.00.30	Speech services
Learning Skills Academy	\$5,223.71	1010000.4.9200.6485.34.280.00.30	Tuition
LearnWell	\$241.50	1010000.4.9307.6485.34.280.00.30	Hospital tutoring
LearnWell	\$40.25	1010000.4.9307.6485.34.280.00.30	Hospital tutoring
LearnWell	\$60.39	1010000.4.9307.6485.34.280.00.30	Hospital tutoring
LearnWell	\$100.63	1010000.4.9307.6485.34.280.00.30	Hospital tutoring

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LearnWell	\$241.52	1010000.4.9307.6485.34.280.00.30	Hospital tutoring
Leslie E Wilson	\$5,480.00	4242400.4.2440.6425.34.280.05.30	parent reimbursement for additional ed services
Leydi Diaz Breton	\$202.88	4400099.4.3520.6622.61.000.00.10	
Lindsay Titelbaum	\$50.85	7001000.4.3520.6665.54.855.99.99	Consentino Climate
LSE Enhanced Holdco 1 LLC	\$1,506.89	1010000.4.4130.6487.52.185.00.10	LEEDS Hunking
Lucos Transportation LLC	\$1,921.00	1010000.4.3304.6480.75.320.00.20	Homeless Attending HPS
Lucos Transportation LLC	\$935.00	1010000.4.3304.6481.75.320.00.20	Homeless NOT Attending HPS
Margaret Cottrell	\$4,200.00	4242400.4.2430.6500.34.280.07.30	Bradford Christian Academy-Direct services for students on IEP's
Massachusetts Track & Field C	\$3,965.75	4332180.4.3510.6582.72.115.00.10	Coverage for the Haverhill Track Invitational
Maxi Aids	\$21.70	4242620.4.2415.6582.34.280.07.30	Quote 6543268 keyboard letters for visually impaired student
MB Tractor & Equipment	\$1,844.73	1010000.4.4230.6555.74.185.00.10	Equipment repair/maintenance (FAC116)
MB Tractor & Equipment	\$489.95	1010000.4.4230.6555.74.185.00.10	Equipment repair/maintenance (FAC116)
MCJ Transportation	\$2,550.00	4242400.4.3300.6481.75.320.09.30	SPED Out of District
Megan Arivella	\$772.00	7001000.4.3520.6665.61.899.99.99	HHS General Activity
Megan Hughes	\$677.00	7001000.4.3520.6665.53.899.99.99	Nettle General Activity
Meghan Greco	\$401.68	4421050.4.3520.6600.61.761.00.20	HHS Mt Washington Fantini Expenses
Melanie Palacios	\$15.00	1010000.4.3510.6362.72.210.00.10	MS Coaches-Officials (Non EE)
Melmark Inc	\$300.00	4231190.4.2440.6420.63.771.00.30	Contracted services for the year. Behavioral services.
Melmark Inc	\$712.50	4231190.4.2440.6420.63.771.00.30	Contracted services for the year. Behavioral services.
Michael Maguire	\$220.00	4332180.4.3510.6582.72.115.00.10	Athletics- Supplies
Middlesex Gases & Technolog	\$224.00	4332059.4.3510.6582.72.515.00.10	Cylinder compliance and high pressure cylinder rental for pool Co2
Milestones Inc	\$397.50	1010000.4.9305.6485.34.280.00.30	Tuition
Milestones Inc	\$6,597.50	1010000.4.9305.6485.34.280.00.30	Tuition
Miracle Farm Speech Therapy	\$21,690.00	1010000.4.2320.6425.34.280.78.30	SLP services Hunking
Morgan Brown & Joy LLP	\$8,951.64	4231190.4.1430.6440.31.255.00.10	Legal
Morgan Brown & Joy LLP	\$10,065.44	4231190.4.1430.6440.31.255.00.10	Legal
Msaphyrra Transportation	\$540.00	4242400.4.3300.6481.75.320.09.30	Sped Out Of District
Msaphyrra Transportation	\$810.00	4242400.4.3300.6481.75.320.09.30	Sped Out Of District
MVSA/Merrimack Valley Supe	\$71.00	1010000.4.1210.6645.32.310.00.10	Memberships
Nally Associates Inc	\$59.90	4233050.4.2415.6582.33.000.07.10	Plaques for the City Civics Showcase
Nally Associates Inc	\$21.96	4332180.4.3510.6582.72.115.00.10	1Z08Y7R60348345172
Nally Associates Inc	\$49.90	4332180.4.3510.6582.72.115.00.10	2024 Hillie Classic Baseball Tournament Champion plaques - Karelis and Pena
Nancy Weimar	\$92.80	4242400.4.2356.6612.34.280.08.30	SPED Allocation-Travel CORRECT CODE
National Grid	\$3,319.00	2620003.1.8610.5001.00.658.00.00	#132 Pickle Ball Courts
New England Coffee	\$352.88	4332222.4.3400.6530.61.000.00.30	Learning Cafe at City Hall Expense
New England Coffee	\$563.47	4332222.4.3400.6530.61.000.00.30	Learning Cafe at City Hall Expense
New England League of Middle	\$85.00	1010000.4.2210.6645.53.755.00.20	one year individual membership
New England Security Shredde	\$50.00	4242400.4.2110.6582.34.280.00.30	shredding
New England Security Shredde	\$25.00	4242400.4.2110.6582.34.280.00.30	shredding
New England Security Shredde	\$50.00	4242400.4.2110.6582.34.280.00.30	shredding
Noriani/Siani Engineering, Inc	\$800.00	2620003.1.8170.5001.00.665.00.00	Engineering services to support the installation of window AC units at Tilton
North Andover High School	\$1,684.70	4332180.4.3510.6582.72.115.00.10	Girls Ice Hockey Co-Op Fees for FY24 Season - 1 Athlete
Northeast Behavioral Health C	\$7,377.83	1010000.4.9305.6485.34.280.00.30	OTuition for S.O. Sostice Day
Northeast Electrical Distributo	\$513.08	4231190.4.4110.6582.74.454.00.10	Electrical supplies for district (FAC100)
Northeast Electrical Distributo	\$215.50	4231190.4.4110.6582.74.454.00.10	Electrical supplies for district (FAC100)
Northshore Education Consort	\$7,131.52	1010000.4.9464.6485.34.280.00.30	Tuition
Northshore Education Consort	\$5,788.20	1010000.4.9464.6485.34.280.00.30	Tuition
Northshore Education Consort	\$12,943.04	1010000.4.9464.6485.34.280.00.30	Tuition
Northshore Education Consort	\$7,131.52	1010000.4.9464.6485.34.280.00.30	Tuition
Northshore Education Consort	\$7,131.52	1010000.4.9464.6485.34.280.00.30	Tuition
Northshore Education Consort	\$5,788.20	1010000.4.9464.6485.34.280.00.30	Tuition
Northshore Education Consort	\$2,930.84	1010000.4.9464.6485.34.280.00.30	HS-SPED recovery students
Northshore Education Consort	\$2,930.84	1010000.4.9464.6485.34.280.00.30	HS-SPED recovery students
Northshore Education Consort	\$2,930.84	1010000.4.9464.6485.34.280.00.30	HS-SPED recovery students
Northshore Education Consort	\$2,930.84	1010000.4.9464.6485.34.280.00.30	HS-SPED recovery students
Northshore Education Consort	\$2,269.12	1010000.4.9464.6485.34.280.00.30	Tuition
NRT Bus Inc	\$236,132.88	1010000.4.3300.6480.75.320.00.20	Regular Education Transportation - Contracted
NRT Bus Inc	\$138,835.42	1010000.4.3300.6480.75.320.00.30	Special Education In District Contracted
NRT Bus Inc	\$14,298.94	1010000.4.3510.6483.72.115.00.10	Athletics Transportation for 2023-2024 School Year
NRT Bus Inc	\$389.68	4231190.4.2210.6582.64.762.00.20	NRT bus quote for 1 bus to Boston Tea Party
NRT Bus Inc	\$4,392.50	4241750.4.3300.6678.61.555.09.10	Early College Transportation to NECC

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NRT Bus Inc	\$4,141.50	4241750.4.3300.6678.61.555.09.10	Early College Transportation to NECC
NRT Bus Inc	\$7,530.00	4246450.4.3300.6678.36.000.09.10	645 21st CCLC continuation Transportation
NRT Bus Inc	\$602.40	4246460.4.3300.6678.36.000.09.10	646 21st CCLC EXEM 21st CCLC Transportation
NRT Bus Inc	\$1,004.00	4246471.4.3300.6678.36.000.09.10	647 21st CCLC SALT School Year Transportation
NRT Bus Inc	\$300.00	4401000.4.3300.6678.48.700.00.10	Unico Tilton After School Tutoring Transportation
NRT Bus Inc	\$500.00	4401000.4.3300.6678.48.700.00.10	INVOICE #: INV79408-TILTON TITLE I TUTORING TRANSPORTATION COST FOR
NRT Bus Inc	\$1,106.13	7001000.4.3520.6665.45.899.99.99	NRT Bus Gr 2 Field Trip 4/30/24 Stone Zoo
NRT Bus Inc	\$261.04	7001000.4.3520.6665.52.899.99.99	Hunking General Activity
NRT Bus Inc	\$261.04	7001000.4.3520.6665.52.899.99.99	Hunking General Activity
Ockers Company	\$8,916.67	1010000.4.4450.6450.73.200.00.10	Network Support and Consulting IT Network Support and Consulting 2023/20
Partners In Child Development	\$13,900.48	1010000.4.9305.6485.34.280.00.30	Tuition
Pathways for Children	\$125.00	4242550.4.3200.6110.37.131.00.20	Youth at Risk conference 5/22/24
Pest-End Exterminators	\$61.00	1010000.4.4220.6450.74.433.00.10	Pest services for the district (FAC 92)
Pest-End Exterminators	\$94.00	1010000.4.4220.6450.74.433.00.10	Pest services for the district (FAC 92)
Pest-End Exterminators	\$1,200.00	1010000.4.4220.6450.74.433.00.10	Pest services for the district (FAC 92)
Pest-End Exterminators	\$59.00	1010000.4.4220.6450.74.433.00.10	Pest services for the district (FAC 92)
Pest-End Exterminators	\$67.00	1010000.4.4220.6450.74.433.00.10	Pest services for the district (FAC 92)
Pest-End Exterminators	\$131.00	1010000.4.4220.6450.74.433.00.10	Pest services for the district (FAC 92)
Pest-End Exterminators	\$150.00	1010000.4.4220.6450.74.433.00.10	Pest services for the district (FAC 92)
Pest-End Exterminators	\$68.00	1010000.4.4220.6450.74.433.00.10	Pest services for the district (FAC 92)
Pest-End Exterminators	\$57.00	1010000.4.4220.6450.74.433.00.10	Pest services for the district (FAC 92)
PNT Transportation LLC	\$1,020.00	4242400.4.3300.6481.75.320.09.30	SPED Out of District
PNT Transportation LLC	\$1,530.00	4242400.4.3300.6481.75.320.09.30	SPED Out of District
Portland Group	\$6.08	1010000.4.4110.6582.74.451.00.10	HVAC supplies for the district
QBS LLC	\$12.00	4242400.4.2440.6425.34.280.05.30	certificates
Ronald Kelly	\$1,070.00	4332180.4.3510.6582.72.115.00.10	Timing Equipment and meet handling for Haverhill Track Invitational
RYBOS BISTROII INC.	\$750.00	7001000.4.3520.6665.61.825.99.99	Junior Social Venue - Rybo's Bistro II, Inc - Contract & Conditions Andover Ro
Samantha Goldberg	\$228.40	7001000.4.3520.6665.54.814.99.99	Consentino Drama
Sandra Sturtevant	\$51.59	1010000.4.3304.6480.75.320.00.20	Parent Reimbursement - HMLS Attending HPS
Sarah Lafontaine	\$150.00	7001000.4.3520.6665.61.862.99.99	HHS Chorus
Shannon Dullea	\$22.89	4242400.4.2356.6612.34.280.08.30	SPED Allocation-Travel CORRECT CODE
Sherwin Williams Company	\$97.49	4231190.4.4110.6582.74.125.00.10	Paint/supplies for district
Shore Educational Collaborativ	\$3,182.00	1010000.4.9464.6485.34.280.00.30	Tuition
Signet Electronic Systems Inc	\$4,395.00	1010000.4.4130.6488.74.185.00.10	District Wide
Singh Electrical	\$953.00	1010000.1.0550.5248.00.000.00.00	Ground clamp for water main is broken. Replace broken ground clamp with a
SiteOne Landscape Supply Hol	\$246.55	1010000.1.0550.5248.00.000.00.00	Misc Supplies for Haverhill Stadium
SOS Security Systems	\$200.00	4231190.4.4225.6425.65.275.00.10	Security panel contract for district
Sparkle Gear Inc	\$1,556.00	4233050.4.2415.6582.33.000.07.10	Shirts
St Anns Home	\$5,538.90	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$5,538.90	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$2,620.59	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$2,620.59	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$5,538.90	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$5,538.90	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$2,620.59	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$2,620.59	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$2,620.59	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$2,620.59	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$5,723.53	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$5,723.53	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$8,236.14	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$8,236.14	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$5,723.53	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$5,723.53	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$8,236.14	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$8,236.14	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$8,236.14	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$8,236.14	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$8,236.14	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$2,620.59	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$5,538.90	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$5,538.90	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$6,364.29	1010000.4.9305.6485.34.280.00.30	Tuition

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St Anns Home	\$6,364.29	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$5,538.90	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$5,538.90	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$6,364.29	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$6,364.29	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$6,364.29	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$6,364.29	1010000.4.9305.6485.34.280.00.30	Tuition
St Anns Home	\$19,834.50	1010000.4.9306.6485.34.280.00.30	Tuition
St Anns Home	\$20,495.65	1010000.4.9306.6485.34.280.00.30	Tuition
St Anns Home	\$19,834.50	1010000.4.9306.6485.34.280.00.30	Tuition
Staples Inc	\$136.24	1010000.1.0550.5248.00.000.00.00	Tru Red Magnetic Tempered Glass Dry Erase Board, White 4'x3' (TR61196)
Stericycle	\$87.10	1010000.4.1410.6425.32.310.00.10	Shredding
Stericycle	\$86.75	1010000.4.1410.6425.32.310.00.10	Shredding
Stericycle	\$137.92	4231190.4.3200.6525.37.160.00.20	Medcal Waste
Steven DiZazzo	\$500.00	4332180.4.3510.6582.72.115.00.10	Setup Track Events, Discus and Javelin for Haverhill Invitational
Stoneman Chandler & Miller	\$1,200.00	4231190.4.1430.6440.31.255.00.10	2023-2024 services
Sydney Riley	\$150.00	1010000.4.3510.6362.72.210.00.10	MS Coaches-Officials (Non EE)
Syscloud Inc.	\$36,000.00	1010000.4.1450.6450.73.200.00.10	backup Google workspace, office 35, google classroom, secuity and complian
Taylor Lewis	\$60.00	1010000.4.3510.6362.72.210.00.10	MS Coaches-Officials (Non EE)
The Academy	\$2,400.00	4242400.4.2440.6425.34.280.05.30	Consultation services
The Durkin Company	\$3,572.13	1010000.4.4230.6555.74.185.00.10	Equipment repairs/ice melt
The Learning Center for the De	\$18,973.96	1010000.4.9305.6485.34.280.00.30	Tuition
The Sonatina Center	\$443.32	4242400.4.2440.6425.34.280.05.30	Music therapy
The Sonatina Center	\$142.50	4242400.4.2440.6425.34.280.05.30	Music therapy
The Sonatina Center	\$210.00	4242400.4.2440.6425.34.280.05.30	Music therapy
The Sonatina Center	\$95.00	4242400.4.2440.6425.34.280.05.30	Music therapy
The Sonatina Center	\$190.00	4242400.4.2440.6425.34.280.05.30	Music therapy
The Sonatina Center	\$422.50	4242400.4.2440.6425.34.280.05.30	Music therapy
T-Mobile	\$2,270.10	4231190.4.1450.6510.73.200.00.10	T-Mobile
Tommy Vee Productions LLC	\$1,000.00	1010000.4.2210.6535.61.500.00.20	Senior Celebration - Hypnotis - for 5/30/2024
Toshiba Business Solutions	\$156.00	4231190.4.3100.6582.36.120.00.10	Black Toner
Toshiba Business Solutions	\$238.00	4231190.4.3100.6582.36.120.00.10	Blue Toner
Toshiba Business Solutions	\$238.00	4231190.4.3100.6582.36.120.00.10	Magenta Toner
Toshiba Business Solutions	\$238.00	4231190.4.3100.6582.36.120.00.10	Yellow Toner
Toshiba Financial Services	\$186.65	1010000.4.3300.6413.75.320.00.10	Copier Transportation
Toshiba Financial Services	\$1,150.96	4231190.4.1210.6413.32.310.00.10	Copier Central
Toshiba Financial Services	\$131.79	4231190.4.2420.6413.35.145.00.20	Copier ELL
Toshiba Financial Services	\$918.35	4231190.4.2420.6413.42.775.00.20	Copier Silver Hill
Toshiba Financial Services	\$918.35	4231190.4.2420.6413.43.710.00.20	Copier Bradford
Toshiba Financial Services	\$918.35	4231190.4.2420.6413.45.735.00.20	Copier Golden Hill
Toshiba Financial Services	\$918.35	4231190.4.2420.6413.47.765.00.20	Copier Pentucket Lake
Toshiba Financial Services	\$786.56	4231190.4.2420.6413.48.785.00.20	Copier Tilton
Toshiba Financial Services	\$318.44	4231190.4.2420.6413.49.790.00.20	Copier Walnut
Toshiba Financial Services	\$786.56	4231190.4.2420.6413.51.795.00.20	Copier Whittier
Toshiba Financial Services	\$1,013.17	4231190.4.2420.6413.52.745.00.20	Copier Hunking
Toshiba Financial Services	\$993.19	4231190.4.2420.6413.53.755.00.20	Copier Nettle
Toshiba Financial Services	\$852.47	4231190.4.2420.6413.54.725.00.20	Copier Consentino
Toshiba Financial Services	\$3,698.45	4231190.4.2420.6413.61.500.00.20	Copier High School
Toshiba Financial Services	\$254.00	4231190.4.2420.6413.61.500.00.20	Copier Lease HHS
Toshiba Financial Services	\$186.65	4231190.4.2420.6413.62.770.00.30	Copier Greenleaf
Toshiba Financial Services	\$398.49	4231190.4.2420.6413.63.771.00.30	Copier Bartlett
Toshiba Financial Services	\$505.09	4231190.4.2420.6413.64.762.00.20	Copier Gateway
Toshiba Financial Services	\$318.44	4231190.4.3100.6413.36.120.00.10	Copier Registration/Burnham
Toshiba Financial Services	\$186.65	4231190.4.4110.6413.74.185.00.10	Copier Maintence/Utilities
Toshiba Financial Services	\$439.21	4232400.4.2420.6413.34.280.00.30	Copier Sped
Toshiba Financial Services	\$636.88	4242400.4.2420.6413.34.280.00.30	Copier Moody
Toshiba Financial Services	\$373.30	4242620.4.2420.6413.34.280.00.30	Moody Ext @ Crowell
Toshiba Financial Services	\$186.65	4332200.4.2420.6413.76.000.00.10	Copier Food Service
TreeRing Corporation	\$2,286.00	7001000.4.3520.6665.53.899.99.99	Yearbooks for 8th graders
Trish McDonald	\$587.72	4231190.4.3300.6477.75.320.00.30	Parent Reimbursement
United States Postal Service	\$68.00	4231190.4.2210.6582.64.762.00.20	Office Supplies-Non Instructional

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Universal Environmental Cons	\$300.00	1010000.4.4220.6470.74.409.00.10	Environmental air testing for district
Vacuum Cleaner Hospital LLC	\$20.00	1010000.4.4230.6555.74.185.00.10	Vacuum repair/maintenance for district
Valerie Hobbs	\$19.36	4242400.4.2356.6612.34.280.08.30	SPED Allocation-Travel CORRECT CODE
Verizon - 15124	\$3,484.30	1010000.4.4130.6488.74.185.00.10	Telephone Exp
Verizon - 15124	\$451.37	1010000.4.4130.6488.74.185.00.10	Telephone Exp
WB Mason Co Inc	\$120.71	1010000.4.1210.6560.32.310.00.10	Central Office Supplies
WB Mason Co Inc	\$42.40	1010000.4.1210.6560.32.310.00.10	Central Office Supplies
WB Mason Co Inc	\$41.02	4231190.4.2210.6582.41.280.00.30	GEN Facial Tissue, 2-Ply, White, Flat Box, 100 Sheets/Box, 30 Boxes/Carton
WB Mason Co Inc	\$42.40	4242620.4.2415.6582.34.280.07.30	Online order - Water
Yoga & Ayurveda Center	\$395.00	4242552.4.3200.6110.37.000.00.20	Childrens yoga teacher training for Valerie Natolie and Catie Williams
TOTAL	\$1,466,381.33		

	Date
	Date
	Date
	Date
	Date
	Date

Vendor	Total	Account	Detail Line Description
Lakeside Motors	\$1,024.99	4231190.4.3300.6450.63.771.00.30	Labor and parts needed. 4 New Tires & Inspection Sticker.
Lakeside Motors	\$1,008.00	4231190.4.3300.6450.63.771.00.30	Oil and Filter, Sticker, Mount and Balnace tires
Lakeside Motors	\$212.99	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$86.95	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$385.00	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$356.95	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$561.06	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$961.05	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$313.10	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$421.38	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$179.95	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$38.95	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$80.00	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$240.00	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$39.95	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$489.90	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$464.00	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$701.05	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$580.00	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$120.00	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$472.42	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$998.06	4231190.4.3300.6450.75.320.00.30	HPS Vehicle Repair/Maintenance
Lakeside Motors	\$93.49	4332200.4.3400.6641.76.000.00.10	2007 Chevy Van repairs
TOTAL	\$9,829.24		



**Haverhill Public Schools - School Committee
Hybrid Public Hearing on FY25 Budget
Meeting Minutes of May 20, 2024**

SC 05.23.24 8 A

Governor Healey has extended pandemic-related authorizations thereby allowing remote and hybrid meeting options for public bodies through March 31, 2025.

Mayor Barrett announced that anyone wishing to record any part of the meeting must inform the Chairperson who will announce the recording. This is to comply with the MA wiretap statute.

Roll Call.

Mayor Barrett, Chairperson called the meeting to order (7:30 pm) and requested a roll call vote:

Ms. Collins	Present in person	Mrs. Ryan-Ciardello	Absent
Ms. Diaz	Present in person	Dr. Story	Present in person
Ms. Ferguson	Absent	Ms. Sullivan	Present in person
Dr. Grannemann	Present in person	Attorney Magliocchetti	Present in person
Mrs. Lalumiere	Present in person	Mayor Barrett	Present in person
Attorney Rosa	Present in person		

Superintendent Margaret Marotta, Superintendent and Assistant Superintendent Michael Pfifferling were also in attendance.

The Pledge of Allegiance was recited by the school committee and members of the public.

Public Comment (In-person & Remote) on FY25 Budget.

Mr. Jay Faxon, 15 Alfred Park, Haverhill, MA, a Haverhill resident and an experienced tradesperson with specialties in HVAC technician/construction. He commented on the improvements in the facilities, especially the clean, fresh air for occupants in the school buildings. Mr. Faxon had serious concerns with the staffing in the facilities area, especially with the new Consentino School. He referenced the ineffectiveness of window air conditioners at Bradford Elementary and the limited resources that were allocated for maintenance in the schools. Mr. Faxon offered his expertise to assist the district and complemented Mr. Dorrance and the maintenance staff.

The public hearing on the FY25 budget concluded at this time.

Discussion on FY25 Budget: School Committee.

Assistant Superintendent Pfifferling acknowledged Mr. Faxon's assistance during COVID. He related that there was a new HVAC person on staff. Mr. Pfifferling reviewed the HVAC improvements that had been budgeted during the pandemic and post-pandemic. He commented that there probably wasn't enough money in the budget to address all the facilities' needs.

Mayor Barrett asked if there was a maintenance plan.

Mr. Pfifferling responded that there was an in-house filter replacement system. He referenced page 254 in the budget.

Assistant Superintendent Pfifferling explained that regarding the certified nursing assistant position cut, there was miscommunication and efforts were currently underway to fund this position (ROTC adjustments as a funding option).

Attorney Rosa asked for the current status of the FY24 budget.

Mr. Pfifferling answered that there was currently \$4.6M with \$2M to prepay tuitions and carryover \$2M in ESSER funds.

Attorney Rosa asked about encumbrances.

The assistant superintendent provided that the following employee groups' potential contract settlements were included such as, transportation, administrators and non-unit therapists.

In regards to Attorney Magliocchetti's question, Mr. Pfifferling replied there was not any additional funds that could be used to offset expenses in FY25.

Dr. Grannemann noted that the school committee had made difficult decisions this year. He recommended additional funding (if it becomes available) for nursing services and Medicaid billing. Dr. Grannemann stressed the importance of maintenance with a balance between in-house staff and contractors to uphold community standards. He acknowledged the significance of state funding in regards to Haverhill's budget and the lack of full inflation adjustment in Chapter 70 funding. Dr. Grannemann noted that proposition 2 ½ restrictions were impacted by inflation. He appreciated the emphasis on a new curriculum in this year's budget discussions.

Ms. Collins asked about the 1.6 position cut.

Mr. Pfifferling responded that there was not a shifting within the district, instead it was an equity issue and the position should not have been cut from the FY25 budget.

Ms. Collins, from her perspective as a nurse, shared the importance of these positions in the schools. She stated there was a triage system to address mental health and other complicated health matters. Ms. Collins highlighted the importance of medication distribution.

Discussion of Posting of Assistant Superintendent for Finance and Operations, Chief Operating Officer/Business Manager.

Attorney Magliocchetti distributed information to the members. He acknowledged that Mr. Pfifferling was moving on to another position and wished him well in his future endeavors. Attorney Magliocchetti acknowledged the workload that was currently done by Mr. Pfifferling. He related that there were three possible positions: Assistant Superintendent, School Business Administrator and Chief Operating Officer.

Superintendent Marotta stated that some of the postings would need to be revised and distributed to the committee members.

Human Resources Director Sandra McArthur outlined the differences in the postings for each of the positions.

Ms. Collins commented that the position differences were in the number of responsibilities but require the same qualifications.

Superintendent Marotta indicated that the COO position might attract outside individuals.

Ms. Collins asked for Mr. Pfifferling's opinion.

Mr. Pfifferling stated that licensure was required for many of these positions and acknowledged the tremendous contributions of Mrs. Kathy Smith as "business manager". He noted that transportation operations required a significant amount of time. The assistant superintendent commented on the expertise of the facilities director.

Ms. Collins thanked Mr. Pfifferling for his service to the district.

Ms. Sullivan asked for Dr. Marotta's opinion on the position.

Dr. Marotta related that if the position was "reduced" to business manager it would require a decrease in the salary. She stressed the importance of the "right" person in the role. Dr. Marotta was leaning towards the COO.

Dr. Story thanked Mr. Pfifferling for his service and wished him well. She asked who would assume the duties.

Dr. Marotta answered that there were strong leaders in technology and facilities.

Dr. Story suggested the assistant superintendent title as her personal preference.

Dr. Grannemann stated it was an important strategic decision. He recommended referral to a subcommittee along with the superintendent's endorsement, followed by discussion and review by the full committee.

Attorney Magliocchetti asked for the members to let him know of their interest in working on the subcommittee and indicated that there might be a need for a special meeting in early June.

A motion was made by Attorney Rosa to refer the position title to a subcommittee. Ms. Sullivan seconded the motion. The mayor requested a roll call vote with the following results:

Ms. Collins	Yes	Attorney Rosa	Yes
Ms. Diaz	Yes	Dr. Story	Yes
Dr. Grannemann	Yes	Ms. Sullivan	Yes
Mrs. Lalumiere	Yes	Attorney Magliocchetti	Yes
		Mayor Barrett	Yes

9 members voted in the affirmative

0 members voted in the negative

0 members abstained

Motion passes

Attorney Rosa asked how an individual obtains licensure.

Mr. Pfifferling stated that both he and Mrs. Smith had the license along with passing MTELs. He added that the position was appointed by the school committee because of the fiduciary responsibilities. Mr. Pfifferling noted that MASBO provided mentors to districts.

Attorney Rosa thanked Mr. Pfifferling for his service.

A motion was made by Attorney Magliocchetti to adjourn the meeting (8:24 pm). Attorney Rosa seconded the motion. The mayor requested a roll call vote with the following results:

Ms. Collins	Yes	Attorney Rosa	Yes
Ms. Diaz	Yes	Dr. Story	Yes
Dr. Grannemann	Yes	Ms. Sullivan	Yes
Mrs. Lalumiere	Yes	Attorney Magliocchetti	Yes
		Mayor Barrett	Yes

9 members voted in the affirmative

0 members voted in the negative

0 members abstained

Motion passes



Haverhill Public Schools - School Committee
Hybrid Regular Meeting Minutes of May 9, 2024

Governor Healey has extended pandemic-related authorizations thereby allowing remote and hybrid meeting options for public bodies through March 31, 2025.

Vice Chair Magliocchetti read the following statement published for the record: those attending tonight's meeting should be aware that the meeting is being audio and video recorded by HCTV, ET and WHAV. Any audience members who wish to record any part of the meeting must inform the Chairperson who will announce the recording. This is to comply with the MA wiretap statute.

Roll Call.

Attorney Magliocchetti, Vice Chairperson called the meeting to order (7:00 pm) and requested a roll call vote:

Ms. Collins	Present in person	Mrs. Ryan-Ciardello	Absent
Ms. Diaz	Present in person	Dr. Story	Present in person
Ms. Ferguson	Absent	Ms. Sullivan	Present in person
Dr. Grannemann	Present in person	Attorney Magliocchetti	Present in person
Mrs. Lalumiere	Present in person	Mayor Barrett	Present in person 7:50 pm
Attorney Rosa	Present in person		

Superintendent Margaret Marotta, Superintendent and Assistant Superintendent Michael Pfifferling were also in attendance.

The Pledge of Allegiance was recited by the school committee and members of the public.

Public Comment (In-person & Remote) another student and other student spoke in opposition to the high school schedule change.

Ms. Anna Sabella, High School English Teacher, spoke about the waterfall schedule. She noted concerns about attendance in the A Block and lack of with physical space in the building for collaboration and meetings. Ms. Sabella complimented Mr. Downs and Ms. Lu for their positive actions in improving the high school and encouraged participation in the process.

Student Advisory Council Report – Melanie Palacios.

Ms. Palacios explained that the Early College Proposal has been delayed until the next meeting because further revision and in the policy arena, there would be policies developed for AI and cell phone usage. Ms. Palacios announced the following activities such as, Monday, May 20, 2024, (Decision Day) where students would wear college merchandise; the upcoming coffee house, along with other senior activities.

Superintendent Comments/Reports.

introduction of Dr. Susan Hatfield, Supervisor Prek-12 Fine Arts and Music regarding the City-wide Art Showcase.

Dr. Hatfield acknowledged the following student accomplishments in the following order:

- High School Senior Students Niko Henry and Laura Paris who were recognized by their teacher Mr. John Travlos for winning a 2023-2024 Scholastic Art and Writing Award Gold Key.

Here is the list of students and their teachers who presented their artwork:

Mr. John Travlos, Haverhill High School

Senior Students - Ceramics & Glass Pieces: Niko Henry, Laura Paris, Gabrielle Mayhew, Jason Geronimo and Thaislayne DaSilva.

Mr. Peter Morse, Haverhill High School

Senior Students - Photography II: Kaylee Quirk and Dean Reinoso (they/them).

Mrs. Allison Lenihan, Consentino

Ms. Lenihan shared the art pieces from the Middle School Visual Art Program: Jadalyse DeJesus, 7th grade (ceramics), Kiera Wilson, 7th grade (paint), and Ayva Rowyn, 6th grade (water color, balloon), however the students were not in attendance.

Tilton Elementary School teacher Mrs. Elizabeth Kilday introduced grade 4 student Mariam Salib Awad, who arrived in the district not able to speak English. Mariam showed her artwork that was used in the Haverhill Public Schools Annual Citywide Arts Show 2024 postcard invitation and was surprised she had been recognized for her artistic talents. She distributed invitations to the committee.

Introduction of Ms. Megan Arivella, District Coach of Health & Wellness to provide an update on Wellness Committee Work including Wellness Club activities, Wellness Policy and Strides to Wellness [Strides to Wellness-SC meeting May 9, 2024 \(2\).pdf](#); [05.09.24 2024 Wellness Policy for sub committee Draft 2 \(2\).docx.pdf](#).

Two students spoke about their participation in the Strides to Wellness program and the benefits.

Attorney Rosa stated the Wellness Policy would be placed on the next agenda for approval and that the policy had received a positive endorsement from the policy subcommittee.

Ms. Diaz asked about parent involvement.

Ms. Arivella reported that information was distributed to grade 5 families with the hope to expand to grade 6 next year.

Student Mental Health Check Pilot [Pulse Presentation 05.09.24.pdf](#).

Ms. Ibanez, Executive Director of Student Support Services spoke about piloting the Linewize Pulse Program (60-second weekly multiple-choice questionnaire check-in tool) which would start next Tuesday.

Ms. Arivella provided a counselor perspective commenting on it being an awesome tool and noted the component of sharing gratitude with a message to that person.

Ms. Ibanez reported that parents were sent a letter to provide an opt-out option (Gateway, Tilton and High School).

Mrs. Lalumiere asked the length of the pilot and the next steps if it was a successful pilot.

Ms. Ibanez answered that the pilot would continue until the end of the school year.

Ms. Collins asked if the program had been piloted in other districts and what was the honesty of student responses.

Ms. Arivella replied it became part of the student's routine.

Dr. Marotta added that this was a new product.

Ms. Ibanez stated that the questions were randomized each week.

Approval of School Calendar for 2024-2025 [Proposed School Calendar 2024-2025.pdf](#).

In response to Vice Chair Magliocchetti's question on any changes, Dr. Marotta replied that the school committee meetings had been added to the calendar.

A motion was made by Attorney Rosa to approve the proposed school calendar for 2024-2025. Mrs. Lalumiere seconded the motion. The vice chair requested a roll call vote with the following results:

Ms. Collins	Yes	Attorney Rosa	Yes
Ms. Diaz	Yes	Dr. Story	Yes
Dr. Grannemann	Yes	Ms. Sullivan	Yes
Mrs. Lalumiere	Yes	Attorney Magliocchetti	Yes

8 members voted in the affirmative

Motion passes

0 members voted in the negative

0 members abstained

Superintendent's Recommended FY25 Budget Presentation [FY25 Budget Presentation MP.pdf](#).

Both Superintendent Marotta and Assistant Superintendent Pfifferling reviewed the budget presentation with the school committee.

Mayor Barrett arrived at 7:50 pm.

Assistant Superintendent Pfifferling reported that enrollment continued to grow in Haverhill. He emphasized the increase in pre-k enrollments.

Dr. Marotta referenced the receipt of the CBD grant for \$1M that lead to the increased enrollment at the pre-k level.

Mr. Pfifferling related that he and Attorney Rosa had been reviewing required net school spending and the fact of not meeting the requirements in the past fiscal years. He commented that as the state has increased its contribution, there is an expectation that the city would also increase its amount.

Superintendent Marotta highlighted the school year budget successes for the following years: 2019-2020, 2020-2021, 2021-2022 (Covid Era), and 2022-2023 with special notations for facilities work in our older buildings.

Mr. Pfifferling reviewed the slides regarding preparing for budget reductions. He acknowledged the city's contribution and the federal ESSER III funding (\$2M). The assistant superintendent noted the 2024-2025 level service budget drivers: contractual services, tuitions, transportation and unsettled/expiring labor agreements. Mr. Pfifferling examined the green cuts (minimizing the impact in the classroom and to students), and the yellow cuts that were lessened by an additional \$800,000.

Superintendent Marotta clarified that there were currently only 1.6 actual layoffs since extensive work had been done with positions in other schools/departments.

Mrs. Lalumiere asked for clarification on the cuts.

In response to the security cuts, Mrs. Lalumiere supported that if there were any additional funding that a conversation be held regarding this area.

Both the superintendent and assistant superintendent commended the human resources department on its work in finding other positions for staff who were impacted by cuts in their current area.

The assistant superintendent reported on the positive outcome from the early budget freeze. He also commented on the beneficial working relationships with school committee and city officials along with transparency and planning for the ending of the increased federal ESSER funding.

Dr. Marotta described the other funding sources such as, title grants and was appreciative of these funds.

Mr. Pfifferling reviewed the remaining items on the budget calendar: 5/10/24: post the FY25 recommended budget on the website; 5/20/24: public hearing on the recommended FY25 budget; 5/23: vote on FY25 recommended budget and 5/30/24: present FY25 recommended budget to the city council.

Attorney Rosa commended the Dr. Marotta, Mr. Pfifferling, Mrs. Smith, building administrators

Ms. Sullivan expressed appreciation on the long-term collaborative, transparent process on the budget preparation. She thanked them for doing such as good job.

Attorney Magliocchetti noted the numerous meetings on budget preparation and thanked the leadership team for reducing the impact of the budget cuts. He believed there was a glimmer of hope.

Dr. Grannemann was hopeful that a budget amendment would be approved for Haverhill and other gateway communities and would provide relief.

Attorney Magliocchetti extended gratitude to Dr. Grannemann.

Mayor Barrett noted the difficult task and the expedited timeframe. She acknowledged the professionalism of both the school and city side staff. The mayor extended her appreciation.

Superintendent Marotta acknowledged the efforts of principals and their staff in the budget development.

School Committee Reports/Communications.

Ms. Collins: Culture and Climate of John Greenleaf Whittier.

Ms. Collins spoke about openness and transparency and referenced MASC guidelines regarding collaboration. She believed an update on the culture and climate. Ms. Collins asked for Dr. Marotta's input.

The superintendent informed the committee that Mr. Kevin Higginbottom would assume the interim principal position at the school. Mr. Matthew Condon would take on responsibilities at the high school.

Dr. Story asked for a pulse of progress from now until the end of the school year. She noted the alarming concerns by both parents and staff. Dr. Story was concerned with many areas and wanted to ensure that there was proper follow-up (reporting out) with the implemented changes.

Dr. Marotta would report back to the committee. She believed that stability would be returned to the school.

Dr. Story requested discipline data particularly middle school and high school information.

Mrs. Lalumiere believed it was an important topic on the agenda and wished that changes had occurred earlier in the year.

Ms. Sullivan: New England Historical Society.

Ms. Sullivan stated there was a home in Haverhill where there were 10-floors of materials. She commented this treasured asset in our city. Ms. Sullivan met with the educational point person and believed there was potential for a great partnership. She noted that Tilton School students would be visiting the Spence Pierce 18th century living program in Newbury, MA.

Attorney Magliocchetti commented on the extensive investment (\$200M).

Mayor Barrett noted the remarkable asset to the city and the many artifacts.

Ms. Sullivan: Consentino School Building Project Update.

Ms. Sullivan reported that construction was beginning and the project was on schedule. She would continue to provide regular updates.

Ms. Sullivan: Seussical the Musical.

Ms. Sullivan commented on the brave and talented students in the production. She added her 6-year-old granddaughter enjoyed the performances. Ms. Sullivan was impressed with the talents of the new teachers who were producers.

Attorney Magliocchetti referenced the 30th anniversary of the Pentucket Players.

Subcommittee Reports.

Diversity Subcommittee: Update on initial meeting which was held remotely on April 30, 2024 and Review and Discussion of Policy JBB [JBB \(1\).pdf](#).

Attorney Rosa stated that this policy would be placed on the next agenda for approval.

Attorney Magliocchetti spoke about building a collaboration with other partners to foster increased diversity within our schools and in the community.

Ms. Collins supported the adoption of the policy to guide our decision-making.

New Business.

Superintendent's Recommendation to approve Warrant Number EV2024030510, and EV20240510B, totaling \$1,477,060.64, [Warrants EV20240510 and EV20240510B.pdf](#) as indicated in the agenda material.

A motion was made by Ms. Sullivan to approve Warrant Number EV2024030510, and

EV20240510B, totaling \$1,477,060.64. Mayor Barrett seconded the motion. The vice chair requested a roll call vote with the following results:

Ms. Collins	Yes	Attorney Rosa	Yes
Ms. Diaz	Yes	Dr. Story	Yes
Dr. Grannemann	Yes	Ms. Sullivan	Yes
Mrs. Lalumiere	Yes	Attorney Magliocchetti	Yes
		Mayor Barrett	Yes

9 members voted in the affirmative

Motion passes

0 members voted in the negative

0 members abstained

Superintendent's Recommendation to approve Warrant Number 20240510A totaling \$6,802.78, [Detail Warrant EV20240510 and EV20240510B.pdf](#) [Combined Warrant EV20240510A.pdf](#) as indicated in the agenda material.

A motion was made by Mayor Barrett to approve Warrant Number 20240510A totaling \$6,802.78. Ms. Sullivan seconded the motion. The vice chair requested a roll call vote with the following results:

Ms. Collins	Yes	Attorney Rosa	Yes
Ms. Diaz	Yes	Dr. Story	Yes
Dr. Grannemann	Yes	Ms. Sullivan	Yes
Mrs. Lalumiere	Yes	Attorney Magliocchetti	Abstain
		Mayor Barrett	Yes

8 members voted in the affirmative

Motion passes

0 members voted in the negative

1 member abstained

Superintendent's Recommendation to approve Warrant Number JE20240510 January 2024 P-Card totaling \$1,172.32 [January P-Card 2024.pdf](#) as indicated in the agenda material.

A motion was made by Ms. Sullivan to approve Number JE20240510 January 2024 P-Card totaling \$1,172.32. Mayor Barrett seconded the motion. The vice chair requested a roll call vote with the following results:

Ms. Collins	Yes	Attorney Rosa	Yes
Ms. Diaz	Yes	Dr. Story	Yes
Dr. Grannemann	Yes	Ms. Sullivan	Yes
Mrs. Lalumiere	Yes	Attorney Magliocchetti	Yes
		Mayor Barrett	Yes

9 members voted in the affirmative

Motion passes

0 members voted in the negative

0 members abstained

Superintendent's Recommendation to approve Warrant Number JE20240510 February 2024 P-Card totaling \$1,642.56 [February P-Card 2024.pdf](#) as indicated in the agenda material.

A motion was made by Mayor Barrett to approve Warrant Number JE20240510 February 2024 P-Card totaling \$1,642.56. Ms. Sullivan seconded the motion. The vice chair requested a roll call vote with the following results:

Ms. Collins	Yes	Attorney Rosa	Yes
Ms. Diaz	Yes	Dr. Story	Yes
Dr. Grannemann	Yes	Ms. Sullivan	Yes
Mrs. Lalumiere	Yes	Attorney Magliocchetti	Yes
		Mayor Barrett	Yes

9 members voted in the affirmative
0 members voted in the negative
0 members abstained

Motion passes

Superintendent's Recommendation to approve Warrant Number JE20240510 March 2024 P-Card totaling \$2,937.52 [March P-Card 2024.pdf](#) as indicated in the agenda material.

A motion was made by Ms. Sullivan to approve Warrant Number JE20240510 March 2024 P-Card totaling \$2,937.52. Mayor Barrett seconded the motion. The vice chair requested a roll call vote with the following results:

Ms. Collins	Yes	Attorney Rosa	Yes
Ms. Diaz	Yes	Dr. Story	Yes
Dr. Grannemann	Yes	Ms. Sullivan	Yes
Mrs. Lalumiere	Yes	Attorney Magliocchetti	Yes
		Mayor Barrett	Yes

9 members voted in the affirmative
0 members voted in the negative
0 members abstained

Motion passes

Items by Consensus.

Superintendent's Recommendation for Approval of the Hybrid Regular Meeting Minutes of April 25, 2024, [Final Edit for Approval Hybrid Regular Meeting Minutes 04.25.24 \(1\) \(1\).pdf](#) and the FY25 Budget Workshop Minutes of May 2, 2024, [Final Edit for Approval FY25 Budget Workshop Minutes 05.02.24.docx.pdf](#) as indicated in the agenda material.

A motion was made by Mayor Barrett to approve the Hybrid Regular Meeting Minutes of April 25, 2024, and the FY25 Budget Workshop Minutes of May 2, 2024. Ms. Sullivan seconded the motion. The vice chair requested a roll call vote with the following results:

Ms. Collins	Yes	Attorney Rosa	Yes
Ms. Diaz	Yes	Dr. Story	Yes
Dr. Grannemann	Yes	Ms. Sullivan	Yes
Mrs. Lalumiere	Yes	Attorney Magliocchetti	Yes
		Mayor Barrett	Yes

9 members voted in the affirmative
0 members voted in the negative
0 members abstained

Motion passes

Superintendent's Recommendation for Approval of use of facilities [UOF 05.09.24.pdf](#) and field trip(s) request [FT Greece 25-26.pdf](#) as indicated in the agenda material.

A motion was made by Ms. Sullivan to approve the use of facilities and field trip(s) request. Mayor Barrett seconded the motion. The vice chair requested a roll call vote with the following results:

Ms. Collins	Yes	Attorney Rosa	Yes
Ms. Diaz	Yes	Dr. Story	Yes

Dr. Grannemann	Yes	Ms. Sullivan	Yes
Mrs. Lalumiere	Yes	Attorney Magliocchetti	Yes
		Mayor Barrett	Yes

9 members voted in the affirmative
0 members voted in the negative
0 members abstained

Motion passes

A motion was made by Attorney Rosa to go into executive session (9:02 pm) to discuss negotiation strategies regarding the superintendent's contract; to receive an update on negotiations with the ESP unit (HEA), along with review and approval of the executive session minutes of March 28, 2024 (to remain confidential) if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares and to not reconvene in open session. Mayor Barrett seconded the motion. The mayor requested a roll call vote with the following results:

Ms. Collins	Yes	Attorney Rosa	Yes
Ms. Diaz	Yes	Dr. Story	Yes
Dr. Grannemann	Yes	Ms. Sullivan	Yes
Mrs. Lalumiere	Yes	Attorney Magliocchetti	Yes
		Mayor Barrett	Yes

9 members voted in the affirmative
0 members voted in the negative
0 members abstained

Motion passes

**REQUEST FOR USE OF FACILITIES
SCHOOL COMMITTEE MEETING
05/23/24**

1. Requested by Corey Draven (former student) for use of the high school auditorium to film music video on Friday 6/28/24 from 1-3pm.

Rental Fees - Request to waive

Custodial Fees - Custodians working/request to waive

Utilities Fee - School open/request to waive

2. Requested by Caitlin Brown (former student) for use of a classroom to film a music video for Lazy Trail/Emma Willer on Friday 6/14/24 from 9am-3pm.

Rental Fees - Request to waive

Custodial Fees - Custodians working/request to waive

Utilities Fee - School open/request to waive

3. Requested by Dr. Ngozi Enelamah from Upper Falls Christian Center for use of the cafeteria on (see attached) dates.

Rental Fees - \$25/Day

Custodial Fees - \$45/Hour

Utilities Fee - \$20/Hour

Security Specialist - \$25.50/Hour if needed



5/14

OC

Haverhill Public Schools
Use of Facilities Form

Please Print

Name of Organization: Corey Draven	Name of Representative: Corey Draven
Address: 376 Main St, Apt 1R, Haverhill MA 01830	Phone Number: (978) 891-4766
Date Requested: 6/28/24 (Friday)	Arrival Time: 3:00 PM Start Time of Event: 1-3 End Time of Event: 4:00 PM

Please check: () Profit Making Group ☒ Non-Profit Group # _____

Please check off the location requested and attach list of equipment to be brought into the facility.

Gym	#of Classroom(s)	Cafeteria	Auditorium	Library	Fields	Computer Lab
			✓			

Expected Number of Participants:# 8-10	Type of Event: Scene for music video shoot!
--	---

To be filled out by HPS facilities only

Item	Base Fee	Hours	Sub Total	Total	Additional Info
Rental Fee	\$		\$	\$	
Security	\$		\$	\$	
Custodial	\$		\$	\$	Custodial staff work 30 minutes before and after event.
Utilities	\$		\$	\$	
Lighting Panel	\$		\$	\$	
Cafeteria	\$		\$	\$	

Signature of Representative _____	Date Requested _____
-----------------------------------	----------------------

Subtotal	
Processing Fee	\$10.00
Balance Due	

Principal Authorization: Approved () Denied ()
School Committee : Approved () Denied ()

Signature of Principal _____

HPS FACILITIES	PHONE	WEB
4 Summer Street, Room 104, Haverhill, MA	978-374-5725	haverhill-ps.org



Haverhill Public Schools
Use of Facilities Form

Please Print

Name of Organization: Lazy Trail / Emma Willer (Musician)	Name of Representative: Caitlin Brown (Producer/Director/HHS Alumni)
Address: Haverhill High School	Phone Number: Email: 978-872-4445 caitbrownvideo@gmail.com
Date Requested: 06/14/2024	Arrival Time: Start Time of Event: End Time of Event: 9am (load in) 9am by 3pm (wrap/load out)

Please check: () Profit Making Group () Non-Profit Group #

Please check off the location requested and attach list of equipment to be brought into the facility.

Gym	#of Classroom(s)	Cafeteria	Auditorium	Library	Fields	Computer Lab

Expected Number of Participants:# 15	Type of Event: film shoot
--------------------------------------	---------------------------

To be filled out by HPS facilities only

Item	Base Fee	Hours	Sub Total	Total	Additional Info
Rental Fee	\$		\$	\$	
Security	\$		\$	\$	
Custodial	\$		\$	\$	Custodial staff work 30 minutes before and after event.
Utilities	\$		\$	\$	
Lighting Panel	\$		\$	\$	
Cafeteria	\$		\$	\$	

Signature of Representative Date Requested

Principal Authorization: Approved ☒ Denied ()

Subtotal

Equipment for Haverhill High Filming 6/24

- Camera
- two lights on stands
- tripod
- camera dolly (for rolling camera side to side)
- two additional stands to hold flags/diffusion (might not need to use)

*All equipment is battery operated and will not need to be plugged in

Approximately 15 people (which includes both cast of ten "students"/actors who will remain seated for the entire shoot and crew of 5 people)



Haverhill Public Schools
Use of Facilities Form

3127

5/7

Please Print

Name of Organization: <u>Upper Falls Christian Center</u>	Name of Representative: <u>Dr. Ngozi Enelamah</u>
Address: <u>3 Hancock St, Dover, NH 03820</u>	Phone Number: <u>8574006164</u> Email: <u>ngzenelamah@gmail.com</u>
Date Requested: <u>1 year + request, see attached doc</u>	Arrival Time: <u>See notes on attached</u> Start Time of Event: <u>See notes on attached</u> End Time of Event: <u>See notes on attached</u>

Please check: () Profit Making Group (x) Non-Profit Group # ___ In process _____

Please check off the location requested and attach list of equipment to be brought into the facility.

Gym	#of Classroom(s)	Cafeteria	Auditorium	Library	Fields	Computer Lab
		✓	X			

Expected Number of Participants: #	Type of Event:
------------------------------------	----------------

To be filled out by HPS facilities only

Item	Base Fee	Hours	Sub Total	Total	Additional Info
Rental Fee	\$		\$	\$	
Security	\$		\$	\$	
Custodial	\$		\$	\$	Custodial staff work 30 minutes before and after event.
Utilities	\$		\$	\$	
Lighting Panel	\$		\$	\$	
Cafeteria	\$		\$	\$	

<u>[Signature]</u> Signature of Representative	<u>03/25/2024</u> Date Requested
---	-------------------------------------

Subtotal	
Processing Fee	\$10.00
Balance Due	

Principal Authorization: Approved () Denied ()
School Committee : Approved () Denied ()

[Signature]
Signature of Principal

HPS FACILITIES	PHONE	WEB
4 Summer Street, Room 104, Haverhill, MA	978-374-5725	haverhill-ps.org

2024 Program Schedule

4th Weekends of the Month

	Month	Saturday Evening	Sunday Morning	
1	April	04/27 ✓	04/28 ✓	
2	May	05/25 ✓	05/26 ✓	
3	June	06/22 ✓	06/23 ✓	
4	July	07/27 ✓	07/28 ✓	
5	August	08/24 ✓	08/25 ✓	
6	September	09/28 ✓	09/29 ✓	
7	October	10/26 ✓	10/27 ✓	
8	November	11/23 ✓	11/24 ✓	
9	December	12/28 ✓	12/29 ✓	21 st tentatively
10	Jan	01/25 ✓	01/26 ✓	
11	Feb	02/22 ✓	02/23 ✓	
12	Mar	02/22 *	03/24 *	? are these
13	Apr	04/19 ✓	04/20 ✓	

Notes:

Saturday arrival, set up and event time: 3.30 pm – 6.00 pm

Sunday arrival, set up and event time: 9.30 am – 12 noon

3:30-6:00

3/24 is a monday

* need correct dates

