

WELLESLEY PUBLIC SCHOOLS
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Dr. DAVID F. LUSSIER
Superintendent of Schools

SANDRA A. TRACH
Assistant Superintendent, Teaching and Learning



CYNTHIA D. MAHR
Assistant Superintendent, Finance and Operations

TO: FSMC Bidders
FROM: Cynthia D. Mahr
DATE: February 28, 2025
RE: FSMC RFP Addendum #2

Below is Addendum #2 to the Food Service Management Company (FSMC) RFP issued by the Wellesley Public Schools on February 14, 2025.

Question 1: What is the current student debt?

Answer 1: The current student debt is \$3,829.87 (as of 02/24/25).

Question 2: Will reusable trays be used at Hunnewell only or all other schools?

Answer 2: At this point, we have just started to evaluate the potential of reusable trays. If we do choose to move in this direction at some point in the future, we will do this collaboratively with the FSMC.

Question 3: When will the kitchen stove and broken equipment be replaced at the High School?

Answer 3: The steamers, kettle, tilt skillet, and dish washer will be replaced this summer. We will replace the dishwasher. The kettle, tilt skillet, and steamers will be replaced with two (2) tilt skillets and a double steamer. The current stove will be moved to the other side of the cook line next to the newly replaced line.

Question 4: Is there storage at Fiske?

Answer 4: Yes, there is a closet across from the bulletin board. It is approximately 48 square feet.

Question 5: Will the hand sink be installed at Fiske in accordance to the Board of Health notice?

Answer 5: The School Department has spoken with the Facility Management Department and the Board of Health. Once the evaluation is completed by the Facility Management staff, we will be able to provide more information with a goal of installing a hand sink in a reasonable timeframe.

Question 6: How is the point of sale (POS) implemented at Schofield?

Answer 6: All schools are connected to the point of sale (POS) system (Mosaic) through the Town's network. Each school has a terminal(s) and pin pad.

Question 7: Will swipe card or thumbprint (biometrics) be implemented as part of the POS?

Answer 7: Currently, all sites can use swipe cards. We have worked with our K-5 student picture vendor to provide the schools with cards for use in the cafeteria. At the secondary level, some students store their pin numbers in the app Stocard. I do not anticipate the district implementing biometrics.

Question 8: How do they set up meals at Schofield considering the size of the kitchen?

Answer 8: Tables are set up in the gymnasium where students pick up a prepackaged meal, milk, and any sides before going to the POS to be recorded.

Question 9: When is Schofield due to be renovated/replaced?

Answer 9: Currently, there is no date of renovation/replacement.

Question 10: Are the kitchen staff unionized?

Answer 10: According to Whitsons Culinary Group, the kitchen staff are not unionized.

Question 11: What is the age of High School?

Answer 11: Wellesley High School opened in 2012.

Question 12: Are the [food] van driver's town employees?

Answer 12: Yes, the two individuals who transport the food (in Cambro's) are school employees.

Question 13: What is the situation at Upham?

Answer 13: Upham closed in June 2024.

Question 14: Does Sprague serve breakfast? Regarding meals claims, we observed that only one elementary school is serving breakfast. Please explain why only one ES [elementary school] is serving breakfast.

Answer 14: Schofield began serving breakfast in January 2024. Breakfast began for all other elementary schools on January 7, 2025.

Question 15: What is the date of the FSMC interviews?

Answer 15: The district has set aside March 19, 2025, from 12PM – 4PM and Friday, March 21, 2025, all day. Times will be assigned once the district has received the bids; interviews will be one hour in length with 10 standard questions asked.

Question 16: A copy of the district's Wellness Policy.

Answer 16: Here are links to the policy and implementation guidelines:

[ADF Wellness Policy](#)

[ADF-R Wellness Policy Implementation Guidelines](#)

Question 17: Does the current FSMC own any equipment onsite that would need to be replaced in the transition? If so, please provide a list of these items.

Answer 17: The SFA owns all the equipment.

Question 18: Copies of the most recent two health inspections

Answer 18: The Board of Health reports are attached.

Question 19: The most recent student survey of feedback on the foodservice program.

Answer 19: I have no student survey data.

Question 20: The balance of your school lunch revolving fund?

Answer 20: As of June 30, 2024, the fund balance was \$401,155.41.

Question 21: A copy of both the original FSMC contract and the latest renewal and amendment agreement.

Answer 21: These are attached.

Question 22: When was the state's last administrative review? Please provide a copy of the administrative correction action plan.

Answer 22: The last administrative review was 4/3/2023 the procurement review was 3/1/2023. A copy of the corrective action plan is attached.

Question 23: Does the SFA provide the FSD a computer, printer, and scanner? Do kitchen managers have access to computers?

Answer 23: The Food Service Director, Assistant Director, Bookkeeper, Elementary Production, and High School Cook Manager all have computers and access to a printer and scanner. These are owned by the Wellesley Public Schools and are on the Town Network. The Town Information Technology Department provides technical support to the Food Service program. The point-of-sale system components are owned by Wellesley Public Schools and are on the Town network.

Question 24: Projected serving days for breakfast and lunch for the SY'25/26.

Answer 24: There are expected to be 180 serving days for breakfast, 180 serving days for middle and high school lunch, and 141 serving days for elementary lunch.

Question 25: Do you serve meals on early release days?

Answer 25: Breakfast is served at all locations on early release days. Lunch is served at the Middle and High Schools on early release days.

Question 26: What is the participation for lunch on Wednesdays.

Answer 26: Current school year participation on Wednesdays is 24% to 29%.

Question 27: Please provide profit/loss statements with full detail for the current YTD (July 2024 through January 2025) and for school year 2023-2024.

Answer 27: The reports submitted to DESE are attached for SY'23-24 and Q1 and Q2 of SY'24-25.

Question 28: What is the total number of days each employee is working?

Answer 28: Staff at Middle and High Schools work 5 days. At each elementary school, one person works 5 days, and one person works 4 days.

Question 29: We noticed vending machines in high school. Who operates these machines?

Answer 29: Berkshire Natural

Question 30: Does the current FSMC fill and maintain the vending machines?

Answer 30: No.

Question 31: Are all beverages required to be served in aluminum bottles or just water?

Answer 31: The RFP requests the following

- Milk: Served in cartons; alternatives may be considered if they meet NSLP guidelines.
- Water and Seltzer Water: Aluminum cans
- Juice and Other Beverages: Primarily in aluminum cans, though plastic may be allowed if no other sustainable options exist.

Except for milk, when an aluminum option exists for the beverage type this is our preference. There are some beverages that may be sold that do not have aluminum can options. Juices are often only available in plastic containers. For seltzer water, we would sell seltzer in aluminum cans not plastic bottles. When both aluminum and plastic exist, we would limit sales to aluminum cans.

Questions 32: Please explain the student debt balance. Is it mostly from second meals, a la carte sales or students not taking a fruit/veg with their meal?

Answer 32: Student debt is a result of a la carte sales and second meals.

Question 33: How many staff members are taking benefits and at what level?

Answer 33: The number of Whitsons staff who choose to take benefits is proprietary information.

Question 34: Per page 5 of the RFP, Exhibit D, please provide wage scales for Whitson's employees.

Answer 34: Wage Scales for next school year will be:
Food Service Workers: \$17.00 - \$21.23/hour
Cooks: \$19.10 - \$23.37/hour

Question 35: How many days of service do the staff work including sick and personal days?

Answer 35: See school calendar (Exhibit G) for service days; paid time off (PTO) days to be determined by the FSMC.

Question 36: What is the reason for releasing the RFP?

Answer 36: Massachusetts General Law (Chapter 30B) requires competitive procurements every three (3) years unless local approval has extended bid length. The Annual Town Meeting has provided schools with the ability to issue an RFP for a Food Services Management Company (FSMC) up to five (5) years. The current five-year bid expires on June 30, 2025.

Question 37: How many years have you partnered with Whitsons?

Answer 37: Whitsons has been our FSMC since SY'2012-2013.

Question 38: Could you provide a full list of FSMC staff currently assisting in the operation of the foodservice program?

Answer 38: Exhibit D includes all FSMC staff.

Question 39: One of our school references did not complete the 2025 Accuclaim report yet and will not have it complete by the RFP due date. Would the 2024 report be acceptable?

Answer 39: The Wellesley Public Schools will only accept the criteria stated: *The following criteria will be based on the 2025 (DESE Due Date February 7, 2025) AccuClaim submissions. The FSMC will submit the reports for all sites operated by the FSMC in the school districts listed as a reference in this RFP.*

All other terms and conditions of the RFP remain unchanged.

Please ensure that you acknowledge all addenda on your bid form. Failure to acknowledge all addenda could result in rejection of your bid as non-responsive.

FOOD SERVICE AGREEMENT

THIS FOOD SERVICE AGREEMENT ("**Agreement**") is made as of July 1, 2020, by and between the WELLESLEY PUBLIC SCHOOLS (the "**School Food Authority**" or "**SFA**"), having a principal place of operations at 40 Kingsbury Street, Wellesley, MA 02481-4831, and WHITSONS NEW ENGLAND, INC. having a principal place of business at 1800 Motor Parkway, Islandia, New York ("**Whitsons**" or "**FSMC**"). The SFA and Whitsons are each referred to herein as a "**Party**" and, collectively, as the "**Parties**".

A. The SFA has advertised for and has solicited proposals pursuant to a Request for Proposal ("**RFP**") for the purpose of managing and operating the SFA's food service program for the SFA's students, employees, visitors and guests at its premises located at all of the campuses within the jurisdiction of the SFA (each and collectively, the "**Facility**").

B. Whitsons submitted a proposal (the "**Proposal**") and was selected as the successful vendor in the RFP process.

C. The Parties agree that the terms and conditions under which Whitsons will provide such services shall be incorporated into this written Agreement.

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

SECTION 1. PURPOSE OF THE CONTRACT

1.1 **Appointment of Whitsons.** The SFA hereby retains Whitsons and grants to Whitsons the exclusive right to provide and manage the SFA's Food Service Program, all as more fully described in Section 5 below.

1.2 **General Purpose.** Whitsons will be responsible for all of the SFA's Food Service Program and will act in good faith and according to industry standards to prepare and serve wholesome and nutritious meals to the reasonable satisfaction of the SFA in accordance with the RFP and this Agreement. Whitsons shall comply with the applicable provisions of the National School Lunch Act as amended, the School Breakfast Program and the Department of Agriculture regulations and any requirements imposed by any applicable state agency.

1.3 **Independent Contractor.** Whitsons shall be an independent contractor and shall retain control over its employees and agents. No employee, agent or representative of Whitsons shall be entitled to receive any benefits of employment with the SFA, including, without limitation, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation. Whitsons shall be free to perform services for any other SFA, company or organization during the term of this Agreement; nothing herein, however, shall relieve Whitsons of its contractual obligations under the remainder of this Agreement.

1.4 **Regulation and Access.** The SFA may supervise and regulate Whitsons' daily operation of the Food Service Program with respect to all matters (including working conditions for the Food Service Program employees and safety, sanitation, and maintenance of the Food Service Program

facilities). The SFA may make reasonable regulations with regard to all such matters, and shall give Whitsons written notice thereof.

1.5 Contract Documents. Whitsons shall perform the services and/or shall deliver the goods as set forth in the specifications in the solicitation documents. The provisions of the solicitation documents, including, without limitation, the RFP, Instructions, Form for Proposal, General Conditions and Specifications, as applicable, together with the Proposal, are incorporated herein by reference. In the event of a conflict between a provision of any of those documents and a provision of this Agreement, the provision of this Agreement shall govern. To the extent any provision of this Agreement required by law is inconsistent with other, non-statutory sections in this Agreement, any statutorily-mandated provisions contained herein shall control.

SECTION 2. DEFINITIONS

In addition to other capitalized terms defined elsewhere in this Agreement, the following terms shall be defined as set forth below:

2.1 Accounting Period: All accounting periods shall be based on actual calendar month.

2.2 Cash Equivalents: An amount equal to the Operating Expenses attributable to those special functions of SFA for which there are no cash receipts.

2.3 Charge: A fee established by Whitsons for goods or services provided by Whitsons.

2.4 Deficit: The excess of the total of Operating Expenses and Management & Administrative Fees over Net Sales.

2.5 Equivalency Factor: The amount of \$3.77 used to determine the number of Meal Equivalents served by Whitsons. If this Agreement is renewed after the Initial Term and if the Equivalency Factor changes in any Renewal Term, Whitsons will receive an automatic adjustment to its Administrative Fee to equitably compensate Whitsons for the loss of Administrative Fee due to the change in the Equivalency Factor.

2.6 Food Service Program: The preparation, service and sale of food, beverages, and other related items at the Facility, and general operation of the food services at the Facility.

2.7 Food Service Program Fee: The combined Management and Administrative Fees as defined in Section 11.4.

2.8 General Support Services Allowance: Allowance for overhead services provided by Whitsons for (i) the supervision of Whitsons employees by executives not assigned to the Food Service Program; and (ii) General support provided by Whitsons' accounting, tax, marketing, training, human resource, law and internal audit departments. The General Support Services Allowance is also referred to in this Agreement as Administrative Fee, which is part of the Food Service Program Fee.

2.9 Gross Hourly Wages: The total wages earned by an hourly employee (including

overtime) without deducting taxes or other items.

2.10 Gross Management Salary: The total salary earned by a salaried employee, including bonuses, if any, without deducting taxes or any other items.

2.11 Gross Salaries and Wages: The total of Gross Management Salary and Gross Hourly Wages.

2.12 Gross Sales: All sales of food, beverages, and other related items in the Food Service Program, plus sales and use taxes and federal and state reimbursements.

2.13 Meal Equivalent: A meal provided by Whitsons determined by dividing the total of cash receipts, other than from sales of National School Lunch and Breakfast Program meals or Cash Equivalents, by the Equivalency Factor.

2.14 Net Sales: Gross Sales, less sales and use taxes.

2.15 Opening Expenses: All costs, charges and expenses relating to the opening of the Food Service Program including, but not limited to, pre-opening labor expenses, supervisory and training expenses including travel, meals, lodging expenses, charges for finance and operating manuals, advertising, forms, opening promotions and opening office supplies.

2.16 Operating Budget: The budget prepared by the FSMC and approved by the SFA for the operation of the Food Service Program during the applicable school year, which includes the Operating Expenses, the Management Fee and the Administrative Fee.

2.17 Operating Expenses: All costs, charges and expenses incurred in connection with the Food Service Program including, but not limited to, the following: (i) Goods, including food, beverages, merchandise and supplies, and the distribution of such goods; (ii) Labor, including Gross Salaries and Wages, taxes (e.g. FUTA, FICA, SUI, disability, worker's compensation, etc.), benefits, retirement plans and the cost of administering such plans and services; (iii) Other costs, charges and expenses related to the Food Service Program, including, but not limited to, Opening Expenses, medical benefits charges for workers' compensation, fingerprinting and background check expenses for employees assigned to the Facility, business insurance (e.g. comprehensive liability, property, umbrella, etc.) and other insurance (including performance bond) maintained pursuant to the Agreement; out-of-pocket travel and related expenses of employees assigned to the Facility subject to the mutual agreement of the parties; sales and use taxes; and costs of licenses, permits, promotional or proprietary materials, flowers, decorations, overnight delivery, if necessary, Smallwares, minor equipment, repair and maintenance of equipment and other services related to the Food Service Program.

2.18 Pattern Meal: A meal eligible for government reimbursement.

2.19 Smallwares: Dishware, glassware, flatware, utensils and similar items used in connection with the Food Service Program.

2.20 Surplus: The excess of Net Sales over the total of Operating Expenses and Management

and Administrative Fees.

SECTION 3. COMMENCEMENT & TERMINATION

3.1 Commencement and Term. The term of this Agreement shall be for one (1) year beginning on July 1, 2020 and continuing until June 30, 2021 (the "**Initial Term**") unless terminated by either Party as hereinafter provided. The Parties may by mutual agreement renew this Agreement for up to four (4) successive one (1) year renewal periods (each a "**Renewal Term**" and, collectively with the Initial Term, the "**Term**"). [7 CFR 210.16(d)] SFA will endeavor (but will not be obligated) to give FSMC written notice at least sixty (60) days prior to expiration of the Term of its intent to renew or not renew this Agreement for a Renewal Term. Any extension or renewal of this Agreement shall be contingent upon the fulfillment of all provisions relating to USDA donated foods in accordance with this Agreement.

3.2 Termination. Either party may terminate this Agreement with or without Cause (as hereinafter defined) by giving sixty (60) days' notice in writing to the other party of its intention to do so. [7 CFR 210.16(d); 7 CFR Part 3016.36(i)]

3.3 Cause: Force Majeure. If either Party breaches any provision hereof ("**Cause**"), the non-breaching Party shall give the other Party written notice of such Cause and of its intention to terminate the Agreement as contemplated in section 3.2. If the Cause is remedied within sixty (60) days of receipt of notice, the notice shall be considered satisfied and withdrawn. If such Cause is not remedied within such 60-days' notice period, the Party giving notice shall have the right to terminate the Agreement at the expiration of such 60-day notice period. However, neither Party shall be responsible to the other for any losses or failure to perform its respective obligations under the Agreement (except for a payment obligation) when such failure is caused by conditions beyond the Party's reasonable control or other *force majeure* event, such as fire, explosion, water, act of God, civil disorder or disturbances, labor disputes, vandalism, war, riot, sabotage, epidemics, pandemics, public health emergencies, weather and energy related closings, governmental or civil authority rules, and regulations or like causes beyond the reasonable control of such party or the damage or destruction of real or personal property of such causes.

3.4 Penalty Provision for Breach. If a Party has breached the terms of this Agreement, and the breaching Party has not cured the breach as set forth in Section 3.3, the Party affected by such breach may elect to pursue any and all available administrative, contract or legal remedy, or the following sanctions: for a first violation, a written reprimand; for a second violation, a \$100.00 penalty; or for a third violation, a \$250.00 penalty. For the purposes of the foregoing, a single violation means an event of the same or similar kind, no matter the duration or numbers of personnel, equipment, students or meals involved. [7 CFR 210.16; 7 CFR Part 3016]

SECTION 4. MANAGEMENT SERVICES & SPECIAL FUNCTIONS

4.1 Management Services. Whitsons will provide all management, administrative and dietetic services required for the efficient supervision and operation of SFA's Food Service Program. The resident food service director's salary (including bonus, if any) and fringe benefits will be a direct reimbursable cost of operation.

4.2 Special Functions. Whitsons will provide food services for administration and student related functions as reasonably requested by the SFA. To the extent possible, SFA shall submit such requests to FSMC at least ten (10) days prior to the date of the function. All food and labor costs for these functions will be billed directly to the school organization involved, unless otherwise specified by the SFA, and shall not be supported by the nonprofit foodservice account funds. Labor costs billed for these special functions shall not be double billed to the Food Service Program. Any special arrangements regarding other costs which might be incurred at these functions may be negotiated between Whitsons and the organization. The Parties understand and agree that the Charges for these special functions shall be separate and apart from the Food Service Program Fee and other costs of operating the Food Service Program.

SECTION 5. FOOD SERVICE; FSMC RESPONSIBILITIES

5.1 Meal Program. Whitsons shall provide nutritional breakfasts (if applicable), lunches, milk service (if applicable) and à la carte items in accordance with the following terms and conditions: (i) Food shall be prepared in the SFA's food service facilities for service at the Premises; (ii) Prices to be charged for meals during the Term shall be approved by the SFA; (iii) Prices for à la carte items, faculty and staff meals, snack foods and beverages shall be approved by the SFA; (iv) All free and reduced price lunches and all ticketed lunches shall be administered by Whitsons on behalf of the SFA. In order to offer à la carte food service, Whitsons shall also offer free, reduced price and full price reimbursable meals to all eligible children. [7 CFR § 210.16(a)] The SFA shall be responsible for establishing and notifying parents and guardians of program criteria for providing free and reduced price meals for eligible students. It shall be the joint responsibility of SFA and Whitsons to protect the anonymity of children receiving free or reduced price meals and to establish methods for insuring such anonymity. Nothing herein, however, shall allow either the SFA or Whitsons to violate any provision of the Commonwealth's Public Records law, M.G.L. c. 66, §10 and M.G.L. c. 4, §7, the Federal Education Privacy Rights Act (FERPA), or any other federal or state law.

5.2 Special Diets. Whitsons shall supply any special diets for students required for medical reasons when prescribed and approved in writing by a licensed medical authority for students with a disability in accordance with Section 504 of the Rehabilitation Act of 1973 and attendant regulations. A medical statement shall be provided to the nurse or nurses designated by the SFA and shall be signed by the licensed medical authority and shall specify the nature of the child's disability and the major life activities affected thereby, the reason the disability or medical condition prevents the child from eating the regular school meal, the food(s) to be omitted from the child's diet and the specific substitutions needed. The nurse shall then communicate information to Whitsons to allow it to prepare such requested special diets. Any additional cost incurred to provide substitutions shall be considered allowable costs of the food service program, and the SFA shall reimburse Whitsons therefor.

5.3 Food Committee and Advisory Board. Whitsons shall participate in Food Committee meetings at dates and times agreed upon by Whitsons and the Food Committee members. Whitsons shall cooperate with the SFA in the establishment of an advisory board ("Advisory Board") composed of such members as the SFA shall designate, including parents, teachers, students and a Whitsons' representative, to assist in planning menus. [7 CFR 210.16(a)(8)]

5.4 Menus. Whitsons shall consult with the Advisory Board regarding the overall operation of the SFA's Food Service Program, including menus. Whitsons will submit and adhere to a 21-day

cycle menu developed in accordance with the meal pattern requirements specified in 7 CFR Part 210, for approval to the SFA. Any menu changes may only be made with the approval of the SFA. Seasonal changes, special school programs, or shifts in student preferences shall be taken into consideration in menu preparation. All menus will be nutritionally acceptable to the SFA and in accordance with applicable regulations.

5.5 Nutrition Education. Whitsons shall promote the nutritional education aspects of the SFA's Food Service Program and cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction.

5.6 Resource Management (Compliance with Revenue from non-program foods): For all contracts, including fixed price per meal contracts, awarded on a per meal basis and with revenues from non-program foods sales converted into meal equivalents to which the fixed price cost is applied, the FSMC will annually provide information on food costs and revenues, including the food costs for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. [7 CFR §210.14]

SECTION 6. EMPLOYEES

6.1 Personnel Obligations. Whitsons shall be responsible for its employees on its payroll including, but not limited to, responsibility for recruitment, employment, promotion, payment of wages, pension benefits, layoffs and termination, and shall comply with all applicable laws and regulations related thereto. Whitsons' employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the premises which the SFA imposes upon its employees and agents. Whitsons shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security and unemployment taxes and worker's compensation costs and charges. The SFA has no authority to resolve disputes between Whitsons and its employees.

6.2 Equal Opportunity Employer. Neither Party shall discriminate because of race, color, religion, sex, age, national origin, creed, disability, or status as a Vietnam veteran, sexual orientation, genetic status, gender identity or other protected class, all as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities concerning Food Service employees. Whitsons shall comply with all civil rights requirements applicable to SFA in the conduct of the Food Service Program. In addition, Whitsons affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations, as the same may be amended, including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Title 7 CFR Parts 15, 15a, and 15b; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1975; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs; M.G.L. c. 151B, and any additions or amendments thereto. [7 CFR 3016.36(i)] Both the SFA and the FSMC agree to the civil rights requirements outlined in the USDA Nondiscrimination Statement as set forth in the Massachusetts Department of Elementary & Secondary Education (DESE) SFA-FSMC

Mandatory Contract Language and Unallowable Contract Language Checklist.

6.3 Work Hours. Whitsons is expected to recommend the number of work hours and number of positions at each school location. Whitsons and the SFA shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations. [7 CFR 3016.36(i)] The SFA shall use its best efforts to notify Whitsons in advance of any anticipated closing due to inclement weather or other emergency. If advance notice is not given and/or a decision is made by the SFA to delay opening or close the Facility after Whitsons' employees have already reported to work, any labor costs incurred by Whitsons as a result of such closing, delayed opening or early dismissal (including as a result of requirements contained in a collective bargaining agreement) shall be charged to the SFA as an Operating Expense of the Food Service Program.

6.4 SFA employees. Whitsons shall direct and supervise any SFA employees assigned to the Food Service Program, provided that SFA shall be responsible for obligations described in Section 6.1 with respect to such SFA employees.

6.5 Background Checks. Whitsons shall adhere to applicable state and federal regulations, including the CORI statute codified at M.G.L. c. 71, §38R, in screening prospective employees. CORI checks shall be completed by the SFA on all food service employees prior to their starting date. Whitsons shall comply with criminal background checks and fingerprint regulations required by law for all new hires, the cost of which shall be an Operating Expense of the Food Service Program. It is understood and agreed that background checks and fingerprinting for all existing employees have already been completed, and, except as and to the extent required by law, new background checks and fingerprinting shall not be required for such employees.

6.6 Regulations. Whitsons shall instruct its employees to abide by the policies, rules and regulations with respect to its use of SFA premises as established by the SFA from time to time and which are furnished in writing to Whitsons in advance.

6.7 Removal of Employee. The SFA may, at any time upon written notice to the FSMC, request the removal of any non-management employee of the FSMC in the event that, after due investigation, it is reasonably demonstrated that such employee violated any health or safety requirements or conducted himself/herself in a manner detrimental to the physical, mental or moral well-being of students, staff or faculty. The SFA shall provide to the FSMC copies of any investigative notes, statements or documents supporting such request. The SFA shall not make any such request for removal in any manner that would be discriminatory and/or in violation of any Federal, State or local laws. Upon the removal of any such employee, FSMC shall promptly restructure its staff to avoid any disruption in service. If FSMC incurs any costs, including without limitation legal fees, retroactive wages and damages, as a direct result of any personnel action taken at the request or direction of the SFA, such costs shall be considered direct costs of the Food Service Program and FSMC shall have the right to charge the SFA for such costs as Operating Expenses.

6.8 Emergency Devices. All Food Service Program personnel assigned to each school Facility shall be instructed on the use of all emergency switches, fire and safety devices in the kitchen and cafeteria areas.

6.9 Student Workers. The use of student workers or students enrolled in the SFA is prohibited without prior SFA approval.

6.10 Senior Management; Non-Solicitation. Whitsons shall inform the SFA prior to hiring senior management positions for the direct operation of the SFA's Food Service Program. All persons to be hired as Food Service Directors must be presented for the SFA's evaluation and approval, such approval or rejection to be in writing and approval not to be unreasonably withheld or delayed. If approval has not been granted or withheld in writing within ten (10) days after a candidate has been presented to the SFA, approval shall be deemed to have been granted. FSMC shall provide qualified management/professional employees to manage the Food Service Program and supervise all employees employed therein. During the term of this Agreement and for one (1) year thereafter, SFA shall not solicit Whitsons management, supervisory or professional employees (including without limitation any Vice President, Director, Manager, Chef, Dietician or Nutritionist) providing services under this Agreement to work in a similar food service capacity whether at the SFA food service Facility or elsewhere, nor will SFA permit the employment of said individuals by others in any operation providing food service throughout the SFA district. SFA further covenants and agrees not to hire, nor allow to be hired by others to perform work on behalf of SFA or on SFA premises, any Whitsons management/supervisory/professional employees providing services under this Agreement for a period of one (1) year following the employee's termination of employment with Whitsons. If at any time during the term of this Agreement or upon the expiration or termination of this agreement, SFA nevertheless hires, or causes to be hired, a Whitsons management/supervisory/professional employee in contravention of this paragraph, then SFA in recognition of Whitsons' considerable investment in attracting and training such employee agrees to pay a fee to Whitsons of two times the annual salary of said employee as liquidated damages. Said fee shall be due and payable upon the hiring of said employee by SFA or SFA's affiliate, agent or contractor.

SECTION 7. EQUIPMENT, FACILITIES & UTILITIES

7.1 Facilities and Equipment. The SFA shall make available without any cost or charge to Whitsons, the facilities and equipment necessary for Whitsons to provide food service hereunder, including, but not limited to, area(s) of the Facility agreeable to both parties in which Whitsons shall render its services, kitchen equipment, Smallwares, suitably furnished office space and facilities for the safekeeping of funds. The SFA shall provide all equipment necessary for the efficient and safe operation of the Food Service Program. All equipment used in connection with the operation of the Food Service Program shall be maintained by the SFA.

7.2 Condition of Facilities and Equipment. The facilities and equipment provided by each Party for use in the Food Service Program shall be in good condition and maintained to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health. Whitsons will take proper care of all furniture, fixtures, equipment and facilities provided by the SFA and shall timely notify the SFA of any known deficiencies. Whitsons shall not be held accountable for pre-existing conditions or normal wear and tear. At the expiration of this Agreement, Whitsons will return to the SFA the cafeteria premises and all furniture, fixtures and equipment furnished by the SFA in the condition in which received, except for ordinary wear and tear and damage by the elements, and except to the extent that such premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of Whitsons (except through the negligence of Whitsons or its employees), or for any other reason beyond the control of Whitsons.

7.3 Utilities. The SFA shall furnish at its expense, light, power, hot and cold water, telephone service, high speed internet connection and other utilities as are necessary for the operation of the Food Service Program hereunder.

7.4 School's Use of the Facilities. The SFA is encouraged to utilize Whitsons for catering and other food service needs in addition to the School Lunch and/or Breakfast and/or Special Milk Programs. However, the SFA reserves the right, in its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled meal periods, provided such sales or dispensation do not interfere with the operation of the School Lunch and/or Breakfast and/or Special Milk Programs and is otherwise in compliance with all Federal, State and local laws, including those governing the sale of competitive foods.

7.5 Extracurricular Activities. If the SFA utilizes the Food Service Program facilities for extracurricular activities before or after the SFA's regularly scheduled lunch or breakfast period, the SFA shall return facilities and equipment to Whitsons in the same condition as received, except for normal wear and tear.

7.6 Rental Facilities For Community Use. The SFA retains the right to rent or donate food service facilities during non-school hours or weekends, provided that such activity does not interfere with the normal Food Service Program operation. When such functions take place, the SFA may require that a member(s) of the food service staff be on duty to maintain the safe use of SFA owned equipment and/or to provide access to the facilities. Whitsons shall be reimbursed for the cost of its own staff to be utilized at said functions. Said cost shall not be considered an expense of the Food Service Program. The SFA shall return the facilities and equipment to Whitsons in the same condition as received, except for normal wear and tear.

SECTION 8. MAINTENANCE, REPAIRS & SANITATION

8.1 Maintenance. The SFA shall furnish all building maintenance and all repairs to the Food Service areas without cost to FSMC and shall replace, repair and maintain its equipment, except when damage results from the negligence of FSMC or its employees. The SFA shall keep such equipment and Facilities maintained in a safe operating condition such that no FSMC employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act including, but not limited to, the general duty and the specific duty clauses thereof or any other similar federal, state or local law or regulation. The SFA shall at its expense, provide maintenance personnel and outside maintenance services, parts and supplies for properly maintaining the Facilities and its equipment. However, if equipment provided by the SFA becomes inoperative, hazardous or inefficient to operate, FSMC shall have the right to undertake repairs or replacements at the expense of the SFA if the SFA fails to do so after having been given a reasonable amount of time to correct the equipment deficiency.

8.2 Cleaning. The Parties' responsibilities with respect to cleaning and sanitation of the Food Service Program facilities shall be consistent with the Cost Responsibility Index, Attachment E to the RFP. Specifically, but not in limitation of the foregoing, the SFA will be responsible for the cleaning and maintenance of floors, windows, walls, light fixtures, ceilings, hoods, ducts, grease traps and the general care of the dining, service and kitchen areas, and for painting within the dining areas.

Whitsons will be responsible for the routine cleaning of the kitchen, serving areas, dining area tables, dish rooms and storerooms, including the ordinary and routine cleaning of counters and operating equipment used in connection with the operation of the Food Service Program.

8.3 Sanitation; Trash Removal; Recycling. The SFA shall have designated areas for the deposit and removal of all garbage and trash. Whitsons shall bring refuse to designated refuse collection areas at the Facility, and will cooperate with and participate in all SFA mandated recycling programs, provided that the SFA shall provide, at its expense, all necessary waste receptacles, including those required for the proper recycling of all waste materials (including without limitation food waste, plastic and paper) as required by Federal, State and/or local law. The SFA shall provide, at its expense, for the daily removal of waste (including recyclable waste such food waste, plastic and paper) and garbage and for regular extermination services.

SECTION 9. INVENTORY

9.1 Inventory. Whitsons shall purchase, on the SFA's behalf, all food and other supplies required under this Agreement. The SFA and FSMC shall conduct a joint inventory of existing food and operational supplies at both the beginning and the end of this Agreement. 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 FSMC on behalf of the SFA in performance of this agreement 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 FSMC's property. The SFA shall have access to the purchase records of the food purchased for review and audit as deemed necessary in the reasonable judgment of the SFA.

9.1.1 Whitsons and the SFA shall inventory the equipment and commodities owned by the SFA at the beginning of the contract year including, but not limited to, flatware, trays, chinaware, glassware, kitchen utensils and food (both purchased and government-donated commodities). Whitsons shall be responsible for reimbursing the SFA for all loss beyond normal usage noted at the year-end inventory of the equipment.

9.2 Purchasing. Whitsons will purchase all food for the SFA at the lowest prices possible, which prices shall be reasonable and necessary, consistent with maintaining the quality standards prescribed by the SFA, including taking advantage of all local trade discounts. All procurement transactions must meet procurement standards set by the United States Department of Agriculture. Transactions shall be conducted in a manner so as to provide maximum open and free competition, as provided by law. In the event that Whitsons, either directly or indirectly or through one of its affiliates furnishes products or services necessary for the efficient operation of SFA's Food Service Program, the charge to SFA shall be competitive with the cost of obtaining such products or services from an independent source in the open market;

9.2.1 Whitsons will request, receive and inspect food delivered by vendors and forward a list of bills when billing the SFA in accordance with regulations.

9.2.2 Whitsons shall maintain adequate storage practices, inventory and control of federally donated foods in conformance with the SFA's agreement with the applicable state agency, if any. [7 CFR 250.23]

9.2.3 In accordance with the Buy American Provisions of 7 CFR 210.21(d) and 7 CFR 250.23, in connection with Meals served as part of the Food Service Program hereunder, Whitsons will purchase, to the maximum extent practicable, domestic agricultural commodities or products that are either produced in the United States or processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially" means that over 51 percent of the final processed products consist of agricultural commodities that were grown domestically. These provisions apply to all funds in the food service account, and not just federal reimbursements. Exceptions to the Buy American provisions 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 by the FSMC in writing to a designated official of the SFA, a minimum of two (2) business day(s) in advance of delivery. The request must include the:

- a) Alternative substitute (s) that are domestic and meet the required specifications:
 - i) Price of the domestic food alternative substitute (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):
 - iii) Price of the domestic food product; and
 - iv) Price of the non-domestic product that meets the required specification of the domestic product.

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

9.3 Rebates. All payment discounts (except prompt payment discounts), rebates and allowances obtained from vendors must go to the SFA's food services account. Whitsons shall credit the SFA with any discounts obtained from vendors, suppliers or distributors for goods procured for the SFA's account. In accordance with USDA Regulations, SFA is not entitled to a credit for prompt payment discounts unless SFA pays the relevant third party suppliers directly or provides an advance payment to Whitsons for such costs.

SECTION 10. ACCOUNTING, RECORDS & AUDITS

10.1 Consolidation of Account. Whitsons shall maintain accounting and records for each of the SFA's divisions as well as for the consolidated whole covered by this Agreement.

10.2 Records. Whitsons shall maintain such records as the SFA will need to support its Claim of Reimbursement and shall report thereon to the SFA promptly at the end of each calendar month, at a minimum. Such records shall be available for a period of three (3) years from the date of final payment under the Agreement for inspection and audit by representatives of the applicable state's Departments of Education and Agriculture, United States Department of Agriculture and the United

States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records shall be retained beyond the three (3)-year period as long as required for the resolution of the issues raised by the audit. All FSMC records pertaining to the SFA shall be maintained at the SFA while this Agreement is in effect. If the laws of the Commonwealth so require, such records shall be retained as prescribed therein. Such records include, but are not limited to, Daily Cash Reports, Edit Check Worksheets, Milk Rosters and Summary of Meal/Milk counts. A SFA official will review, in accordance with regulation, records maintained by Whitsons for the purpose of preparing monthly reimbursement vouchers. Whitsons shall observe all federal, state, and local law related to accounts. Whitsons accepts liability caused by Whitsons' negligence for claims assessed as a result of Federal or State audits/reviews corresponding with the SFA's period of liability under applicable regulations. [7 CFR 210.16c(1) and 7 CFR 210.23c]

10.3 Availability of Records. The SFA, the applicable state's Departments of Education and Agriculture, United States Department of Agriculture, or Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Whitsons which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. [7 CFR Part 3016]

10.3.1 Reimbursement Records. Whitsons must retain records to support the SFA's Claim of Reimbursement of the daily number of meals served, by type. These meal counts must be reported promptly at the end of each month or more frequently as specified by the SFA. [7 CFR 210.16(c)(1)]

10.4 Revenue Records. Whitsons shall retain revenue records broken down by source, type and category of meal or food service (e.g., à la carte sales, reduced price and full price National School Lunch Program, School Breakfast Program meals (if applicable) and vending machine sales, etc.).

10.5 Invoice Statement. All invoices submitted by Whitsons must represent that articles have been furnished or services rendered before payment can be made to Whitsons from the SFA's food service account.

10.6 Detailed Description. All invoices submitted by Whitsons must include a detailed description of the goods, supplies, services or other items being submitted for reimbursement.

10.7 Taxes and Assessments. Whitsons will pay when due all federal, state, local and other governmental taxes or assessments in connection with the services rendered hereunder. With regard to sales tax, the Parties will determine by mutual agreement and in accordance with relevant law if any of the services rendered or items furnished hereunder are subject to sales tax. Even if SFA is tax exempt, SFA may be liable for the collection and remittance of sales tax to the applicable state department of revenue for some of the services or items. If any of the services or items are subject to sales tax, Whitsons is responsible for the appropriate collection of sales tax and the reporting of such to the SFA. The SFA is responsible for remitting the sales tax to the appropriate state department of revenue. If the Parties are unable to resolve any dispute or controversy regarding the taxability of any of the services or items, such dispute or controversy shall be settled by a relevant ruling by the applicable state department of revenue.

10.7.1 The SFA shall pay when due all federal, state, local and other governmental use and property taxes or assessments arising in connection with the Facility, equipment, offices and utilities. Whitsons shall pay when due all license and permit fees in connection with services rendered hereunder. The SFA shall reimburse Whitsons for all license and permit fees paid in connection with the Food Service Program.

SECTION 11. FINANCIAL, PURCHASING & MEAL PAYMENT

11.1 General Provisions. All Food Service Program Fees shall be specifically stated in this Agreement. Such fees may be calculated on a “cents per meal” or “flat fee” basis. Whitsons will operate, administer, and manage the Food Service Program for SFA in accordance with the financial arrangements as set forth in this Agreement. This Agreement is not permitted to and does not contain a “cost-plus-a-percentage-of-cost” or a “cost-plus-a percentage-of-income” provision. [7 CFR 210.16(c)] SFA represents and warrants that all financial and operating information it has provided to Whitsons is true, complete and correct and presents fairly and accurately all items of revenue and expense of the Food Service Program to be managed by Whitsons herein in conformity with generally accepted accounting principles consistent with that of the preceding years and applied in accordance with past practice.

11.2 Operating Expenses. Whitsons will charge and invoice the SFA monthly a sum not to exceed the amount necessary and reasonable to cover Whitsons’ Operating Expenses (as defined in Section 2.17 above) incurred in connection with the Food Service Program. In furtherance, but not in limitation of the foregoing, payroll-related taxes (e.g. FUTA, FICA, SUI, disability, worker’s compensation, etc.) and business insurance expenses (e.g. comprehensive liability, property, umbrella, etc.) will be invoiced at the fixed rate set forth in Whitsons’ Proposal and/or current school year’s Operating Budget. Approval of the Operating Budget shall constitute approval of these Operating Expenses. Such invoices shall be due and payable within 45 days of receipt. Whitsons will provide a reconciled monthly statement with costs listed in the following categories: Operating Expenses, and the Food Service Program Fee. Whitsons shall either (i) separately identify for each cost submitted for payment to the SFA the amount of that cost that is allowable (that which can be paid from the non-profit food service account) and the amount, if any, that is not allowable (must be paid from General Funds account and not from the food service account), or (ii) exclude all unallowable cost 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. Unallowable costs shall only be paid from the SFA’s General Funds. The determination of the allowable costs will be made in compliance with applicable USDA regulations and National School Lunch Program and Commodity School Program regulations as well as Office of Management and Budget circulars. [7 CFR 210.21(i); 210.21(f)(ii)(A) & B; 210.21(f)(iii)]

11.3 Rebates. All costs charged to the SFA in management fee and cost-reimbursable contracts shall be net of all trade discounts and rebates received by Whitsons. Whitsons shall identify the amount of each discount, rebate or applicable credit on each bill or invoice and whether the amount is a discount, rebate, or in the case of some other form of applicable credit, the nature of that credit. If approved by the Massachusetts Department of Elementary and Secondary Education, the SFA may permit Whitsons to report this information on a less frequent basis than monthly, but no less than annually.

11.3.1 FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract and shall maintain documentation of costs and discounts, rebates and other applicable credits and must furnish such documentation upon request to the District, the Massachusetts Department of Elementary and Secondary Education and the USDA. [7 CFR 210.21(v) & (vi)]. Whitsons' method is as follows: 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.

11.4 Administrative and Management Fee: Invoicing. During the Initial Term, Whitsons shall charge SFA, and SFA shall pay Whitsons, a combined administrative and management fee (the "Food Service Program Fee") of \$0.3430 per Pattern Meal and Meal Equivalent. The Food Service Program Fee shall be invoiced on a monthly basis, and shall be due and payable during the Term within forty-five (45) days of receipt of invoice, together with the invoiced Operating Expenses.

The following functions are Whitsons' responsibility, and will be included in the Food Service Program Fee:

- Corporate supervision
- Financial reporting and analysis and all computer license fees
- Field auditing
- Marketing Assistance
- Purchasing administration
- Nutritional Support

The SFA shall promptly notify Whitsons of any disputed amounts and the reason for such dispute. The SFA and Whitsons agree to cooperate with each other in good faith to resolve all such disputes. In any event, the SFA shall pay that portion of any invoice that is undisputed. Some of the food products purchased on behalf of SFA in connection with the Food Service Program may be "Perishable Agricultural Commodities" within the meaning of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)) ("PACA"). Where applicable, (a) such food products are sold subject to the statutory trust authorized by section 5(c) of PACA and (b) Whitsons retains a trust claim over these commodities and all inventories of food or other products derived from these commodities until full payment from SFA is received. In the event that FSMC incurs legal expense in enforcing its right to receive timely payment of invoices hereunder, SFA agrees to pay FSMC's reasonable attorneys' fees and other costs, provided that such fees and costs shall not be paid from the non-profit food service account. For any Renewal Term, the Food Service Program Fee shall be adjusted annually, upward or downward, based on any percentage increase or decrease in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics (1982 = 100% base period), Northeast Urban, Food Away from Home ("CPI"), as published on the date the renewal is prepared for the immediately ended school year.

11.5 Guaranteed Return. Whitsons and SFA shall work together to ensure a financially sound Food Service Program. Whitsons hereby guarantees to operate the Food Service Program at breakeven

(the "**Guarantee**"), including the Food Service Program Fee. This Guarantee shall be calculated based on the total revenues generated by the program on an annual basis, less Whitsons' total costs of operating the program as identified in Whitsons' monthly and annual operating statements provided hereunder. If the Guarantee is not achieved, then Whitsons will subsidize the difference up to 100% of its Food Service Program Fee. This will be the SFA's exclusive remedy for Whitsons' failure to achieve the Guarantee, and in no event shall Whitsons be liable for any amount in excess of the Food Service Program Fee. The Guarantee for any Renewal Term shall be as mutually negotiated by the Parties and reflected in a duly executed Amendment to this Agreement. The Guarantee for each subsequent Renewal Term will be established by mutual agreement of the Parties prior to each Renewal Term based on the performance of the Program during the prior Term, any changes in operational parameters and the Operating Budget for the Renewal Term.

11.5.1 **Assumptions.** The Guarantee is based on, and subject to, the following conditions and assumptions remaining in effect throughout the Initial Term and/or the Renewal Term:

(i) reimbursement rates for National School Lunch Program and National School Breakfast Program meals, as the case may be, will not be less than the rates estimated in Whitsons' Proposal (for the Initial Term) or in effect for any prior school year (for any Renewal Term), and the Program will receive the \$0.07 federal reimbursement increase published by the USDA;

(ii) the value of government donated commodities and/or cash in lieu thereof will not be less than the value of government donated commodities and/or cash in lieu thereof estimated in Whitsons' Proposal or received during the prior school year, and the mix and quantity of government donated commodities shall not change from the mix and quantity received the prior school year so as to increase actual food costs over the level of projected food cost set forth in the RFP and Proposal;

(iii) the number of days meals are served during the school year will be not less than 175 days for breakfast meals in the middle schools and high schools, 134 days for lunch meals in the elementary schools, and 164 days for lunch meals in the middle schools and high schools;

(iv) the number of serving periods, locations, serving times and types of service will not differ from that listed in the RFP;

(v) the student enrollment for the Term of the Agreement will be not less than 4,559 students per school year;

(vi) the level of wages, salaries, fringe benefits and health costs will not exceed those proposed and listed in the original Proposal;

(vii) the actual costs charged to the Operating Budget by the SFA shall not exceed the projected Operating Expenses as set forth in Whitsons' Proposal (for the Initial term) or the proposed operating budget (for any Renewal Term);

(viii) service will not be interrupted as a result of fire, work stoppage, strike or school closing;

(ix) food costs (including milk) during the Initial Term or any Renewal Term shall not increase by an amount greater than Three Percent (3%). For the purposes of this provision, food costs shall be measured by comparing the CPI (or a comparable index if that index is not available), in effect on May 31 prior to expiration of the current Term to the CPI in effect on May 31 of the previous year;

(x) the SFA's expenses charged to the Operating Budget shall not exceed the following: (1) \$16,400 for SFA labor, (2) \$20,000 for repairs, (3) \$15,000 for contract monitoring, (4) \$20,000 for the Point-of-Sale system, and (5) \$2,700 for vehicle expenses.

(xi) selling prices of Menu Pattern Meals and A-La-Carte selections will be not less than those included in the Proposal or the applicable Operating Budget;

(xii) SFA and its representatives, including but not limited to, school principals, teachers and SFA employees, shall fully cooperate with Whitsons in the implementation of the Food Service Program;

(xiii) there shall be no competitive food and beverage sales immediately prior to, after or during the meal service times, and the SFA shall fully cooperate with Whitsons to limit the expansion of competitive food sales in order to maximize the gross receipts and other non-cash sales of the Food Service Program, and to ensure that any such competitive sales are in compliance with Federal, State and local law;

(xiv) legislation, regulations and SFA's Wellness Policy or practice shall remain consistent with those at the time of the original Proposal;

(xv) to the extent applicable, SFA shall approve Whitsons' recommended changes relating to food service staff levels and/or staff schedules based on the operational needs of the Food Service Program;

(xvi) The SFA shall have timely submitted and certified all claims for reimbursement, except where such failure or delay is due solely to an act or omission of Whitsons;

(xvii) Whitsons has not taken into account the effect of meals and/or snacks distributed under the SFA's humanitarian meal policy in establishing the Guarantee. Any meals and/or snacks distributed under such policy that would negatively affect the Guarantee will result in an appropriate adjustment thereof; and

(xviii) There shall be no change in any other operational parameters set forth in the RFP or in any other assumptions contained in the Proposal that would have a material adverse effect on the Guarantee.

In the event the foregoing conditions or assumptions are not met during the Term, the Operating Budget and Guarantee shall be adjusted by an amount equivalent to any increased cost or loss of revenue attributable to the change in such conditions or assumptions.

11.6 Surplus Revenues. Any surplus revenues existing after deducting the approved operating expenses, Administrative Fee and Management Fee from verified food service receipts and all Federal and State reimbursements shall remain with the SFA.

SECTION 12. USDA DONATED COMMODITIES

12.1 Benefit of SFA Only. To the maximum extent possible, Whitsons shall utilize USDA donated foods made available by the SFA and shall not purchase foods that are available as USDA donated foods. Whitsons agrees that any USDA-donated commodities received by the SFA and made available to Whitsons must accrue only to the benefit of and be used only in the SFA's nonprofit school food service. All refunds received from processors must be retained by the SFA. [7 CFR 210.16(a)(6)]

12.2 Proper Use and Handling. Whitsons further accepts liability for negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods. Whitsons shall maintain accurate and complete records with respect to the receipt, use/disposition, storage and inventory of donated foods. Failure by Whitsons to maintain records required under the Agreement shall be considered factual evidence of improper distribution or loss of donated foods. The SFA is responsible for obtaining restitution from Whitsons in connection with any claim for improper distribution, use or loss of, or damage to donated foods. [7 CFR 250.12(b)(4)]

12.3 Value of USDA Donated Foods. Whitsons shall credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year (including both entitlement and bonus foods) and include the value of donated foods contained in processed end products in accordance with the contingencies in 7 CFR 250.51 (a). The method used to credit the District for the donated foods shall be crediting by disclosure, which will occur on the billing documents submitted each month.

12.3.1 FSMC will ensure compliance with the requirements of subpart C of CFR part 250 and with the provisions of the SFA's processing agreements in the procurement of process end products on behalf of the District and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.

12.3.2 In accordance with 7 CFR 250.51 (a) and (b), Whitsons will credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year, on at least an annual basis, through invoice reductions, refunds, discounts, or other means. Such requirement includes crediting for the value of donated foods contained in processed end products if Whitsons, in accordance with its contract, procures such end products on behalf of the SFA, or acts as an intermediary in passing the donated food value in such end products on to the SFA. All forms of crediting must include clear documentation of the value received from the donated foods. In cost-reimbursable situations, Whitsons procurement of processed end products is restricted to those processors that have signed processing agreements with the State distributing agency of the SFA in accordance with 7 CFR Part 250.

12.3.3 In accordance with 7 CFR 250.51(c) Whitsons must use the donated food values determined by the distributing agency in accordance with 7 CFR 250.58(e), or, if approved by the distributing agency, donated food values determined by an alternate means of the SFA's choosing. The method of determining the donated food values must be included in procurement documents and in the contract, and must result in the determination of actual values. Negotiation of such values is not permitted.

12.3.4 In accordance with 7CFR 250.51(d), Whitsons must use all donated ground beef, donated ground pork, and all processed end products, in the SFA's food service and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service.

12.3.5 Whitsons must meet the general requirements for the storage and inventory management of donated foods in 7 CFR 250.14(b). In accordance with 7 CFR 250.52(a), the FSMC may store and inventory donated foods together with food it has purchased commercially for the SFA's use. 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 7 CFR 250.51(d). Additionally, under cost-reimbursable contracts, Whitsons must ensure that its system of inventory management does not result in the SFA being charged for donated foods.

12.3.6 The SFA and Whitsons must maintain records of receipt of donated foods and processed end products, or crediting for the value of donated foods, and other records relating to donated foods, in accordance with 7 CFR 250.54. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that Whitsons has credited it for the value of all donated foods received for use in the SFA's food service in the school year including, in accordance with requirements in 7 CFR 250.51(a), the value of donated foods contained in processed end products. Whitsons must return all unused donated ground beef, donated ground pork, processed end products and (at the SFA's discretion) return all other unused donated foods in accordance with 7 CFR 250.52(c) when a contract terminates, is not extended or renewed.

12.4 Title to Donated Food. Title to USDA-donated food shall remain in the SFA.

SECTION 13. INSURANCE & INDEMNITY

13.1 To the extent permitted by law, each Party shall indemnify, defend, and hold harmless the other, including, without limitation, its boards, commissions, committees, shareholders, directors, officers, agents, employees, affiliates and assigns, from any and all losses, damages or expenses, including without limitation reasonable attorneys' fees, to the extent arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage or other injury or damage if caused by any breach of this Agreement or by any negligent act or omission or willful misconduct of such Party.

13.2 Notification of an event giving rise to an indemnification claim ("**Notice**") must be given to the indemnifying Party within thirty (30) days following receipt of such claim by the

indemnified Party and shall include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to and conditioned upon compliance with the Notice provisions hereunder; provided that the provision of a late Notice to the indemnifying party will not relieve the indemnifying Party from any liability which it may have to the indemnified party under this Section 13.2, unless such delay materially prejudices the ability of the indemnifying Party to defend against such action or claim.

13.3 Whitsons shall maintain in force at all times during which services are to be performed hereunder the following insurance coverage placed with reputable company(ies) licensed by the Commonwealth of Massachusetts: Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance in the Combined Single Limit of not less than Three Million Dollars (\$3,000,000.00) for each occurrence, including, but not limited to, Personal Injury, Liability, Broad Form Property Damage Liability blanket Contractual Liability and Products Liability, covering only the operations and activities of Whitsons under the Agreement and shall provide SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days' prior written notice of cancellation.

In addition Whitsons shall maintain the following:

Automobile Liability	Liability Limit \$1,000,000
Workers' Compensation:	Statutory Limits
Employers Liability:	\$1,000,000 each accident
	\$1,000,000 disease policy
	\$1,000,000 disease accident limit

13.4 Certificates of insurance for such coverage naming the SFA as an additional insured will be furnished within 30 days and Whitsons shall provide replacement/renewal certificate at least 30 days prior to the expiration of the policy. Should any of the described policies be cancelled before the expiration date, written notice must be made to the SFA 30 days prior to cancellation.

13.5 The SFA shall obtain and maintain insurance for its own facilities, equipment, offices and utilities against risks covered by standard forms of fire, theft and extended coverage in such amounts under such policies as appropriate.

13.6 Limitation of Liability. Notwithstanding anything contained in this Agreement to the contrary, neither Party shall be liable to the other or to any third party for any lost profits or indirect, punitive, special or consequential losses or damages arising out of or in connection with this Agreement.

SECTION 14. SFA RESPONSIBILITIES

In addition to obligations set forth elsewhere in this Agreement or by law, the SFA shall be responsible for the following:

14.1 Food Service Conformity. The SFA shall remain responsible for ensuring that the food service operation is in conformance with its agreement under the program and shall monitor the food service operation through periodic on-site visitations. [7 CFR 210.16(a)(2)&(3)]

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

14.3 Health Certification. The SFA shall maintain applicable health certification and be assured that all state and local regulations are being met by Whitsons preparing or serving meals at the Facility. [7 CFR 210.16(a)(7)]

14.4 Control of Food Service Program; Pricing. The SFA shall retain control of the quality, extent and general nature of its Food Service Program, including without limitation (i) control of the food service account and financial overall responsibility for the Food Service Program, and (ii) control for the establishment of all prices, including price adjustments, for meals served under the Food Service Program, e.g. pricing for reimbursable meals, a la carte service, vending machines, and adult meals.

14.4.1 Food Specifications. The SFA shall provide detailed specifications including, but not limited to, grade and weight for each food component or menu item as specified in by the USDA and include these specifications in all IFBs or RFPs. Specifications may also cover other items such as purchase units, style, condition, ingredients, formulations and delivery time. Such specifications shall be incorporated into this Agreement. [7 CFR 210.16(c)(3)]

14.4.2 Non-Payment By SFA. No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component specified in the School Lunch Pattern or do not otherwise meet the requirements of the Agreement; provided, however, that no deduction shall be made unless SFA shall have given Whitsons written notification within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which the SFA intends to deduct payment and setting forth the reasons for the deduction. [7 CFR 210.16c(3)]

14.5 Menu Cycle. The SFA shall develop and include in the invitation to bid or request for proposal a 21-day cycle menu. Whitsons must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the SFA. [7 CFR 210.16(b)(1)]

14.6 Signature Authority. The SFA shall retain signature authority on the application/agreement to participate in the National School Lunch Program (NSLP), School Breakfast Program (SBP) and the Special Milk Program (SMP), including the SFA's free and reduced price policy statement, and Commodity Order forms. [7 CFR 210.16(a)(5)]

14.7 Internal Controls. The SFA shall establish internal controls which ensure the accuracy of lunch counts prior to the submission of the monthly Claim of Reimbursement. At a minimum, the SFA shall: review worksheets and make comparisons of daily free, reduced price, and paid lunch counts against data which will assist in the identification of lunch counts in excess of the number of free, reduced price and paid lunches served each day to children eligible for such lunches; develop and implement a system for follow-up on those lunch counts which suggest the likelihood of lunch counting problems; and conduct an on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA. [7 CFR 210.8(a)]

14.8 Reimbursement Claims. The SFA shall be responsible for signing reimbursement

claims. This responsibility cannot be delegated to Whitsons. [7 CFR 210.16(a)(5)]

14.9 Contractual Responsibility. The SFA shall be responsible for all contractual agreements entered into in connection with the school nutrition program (e.g., vending meals to other SFA food authorities). [7 CFR 210.19(a)(1)]

14.10 Financial Responsibility. The SFA shall retain control of the school food service account and overall financial responsibility for the School Nutrition Programs. The SFA shall be solely responsible for preparing and submitting all certification worksheets, statements, claims and other documentation required in connection with the USDA seven-cents reimbursement certification and validation process. [7 CFR 210.19(a)(1)]

14.11 Program Review. The SFA shall be responsible for ensuring resolution of program review and audit findings. [7 CFR 210.9(b)(17) and 210.18(k)(1)(2)]

14.12 Parent Letters. The SFA shall develop, distribute, and collect the parent letters and applications for free and reduced price meals and free milk. [7 CFR 245.6]

14.13 Verifying Free & Reduced Meal Applications. The SFA shall be responsible for determining and verifying applications for free and reduced price meals or free milk benefits and the conduct of any hearings related to such determinations. This responsibility shall not be delegated to Whitsons. [7 CFR 245.6]

14.14 USDA-Donated Food. The SFA shall assure that the maximum amount of USDA-donated foods are received and utilized by Whitsons. [7 CFR 210.9(b)(15)]

14.15 Commodity Processing Contracts. The SFA shall establish commodity processing contracts. This responsibility cannot be delegated to Whitsons. [7 CFR 250.12(f)]

14.16 Losses. The SFA shall be responsible for any losses (including to USDA donated commodities) which may arise due to circumstances beyond the control of Whitsons, including but not limited to loss of electrical power, flooding or equipment malfunction.

14.17 Inventory. The SFA will provide a physical inventory of supplies and equipment available for use by Whitsons prior to the commencement of this Agreement.

14.18 Equipment Damage. The SFA shall be responsible for loss or damage (including repair and maintenance) not caused by Whitsons to equipment owned or leased by the SFA and located on its premises.

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

14.20 Fixture Repairs. The SFA shall be financially responsible for repairs to, and replacement of, all permanent fixtures such as faucets, lights, sewers, air conditioning, heating vents, hoods and all other electrical work.

14.21 Utilities. The SFA shall furnish at its expense, space, light, heat, power, hot and cold water, and other utilities (including high-speed internet and WiFi service) as are necessary for the operation of the Food Service Program hereunder.

14.22 Food Service Areas. The SFA shall make available without cost to Whitsons areas of the Facility agreeable to both parties in which Whitsons shall render its services, such areas being reasonably necessary for providing efficient food service.

14.23 Access. The SFA shall have unlimited access to all areas used by Whitsons for purposes of inspections and audits.

14.24 Toilet Facilities. The SFA shall make available sanitary and adequate toilet and hand-washing facilities for the employees of Whitsons, which facilities shall be compliant with the Americans with Disabilities Act, as amended, and other applicable laws.

14.25 Lactation Space. The SFA shall make available to Whitsons' employees, to the extent applicable and upon request, a private, sanitary, non-bathroom space suitable for the purpose of expressing breast milk.

SECTION 15. HEALTH CERTIFICATION

15.1 Health Certification. SFA shall obtain, maintain and post all applicable health certifications and permits for its own facilities, at its own expense. Whitsons shall obtain state or local health certification for any facility outside the SFA Facility in which it proposes to prepare meals, and Whitsons shall maintain all such required health certifications for the duration of the Agreement. [7 CFR 210.16c(2)]

15.2 Safety Regulations. Whitsons shall comply with all health and safety regulations required by federal, state or local law in preparing and serving meals at the Facility. [7 CFR 210.6(a)(7); 7 CFR 210.16c(2)]

SECTION 16. COMPLIANCE WITH LAW

16.1 Whitsons shall comply with all applicable laws, ordinances, rules and regulations relating to the Food Service Program and sanitation, safety and health, including, without limitation, the following: (i) National School Lunch Program (in particular Title 7, Code of Federal Regulations, Parts 210, 215, 224, 226, 245, and 250 et seq.), the Child Nutrition Act, as amended (7 CFR Part 220), all FNS instructions and policy governing the Food Service Program, Section 103 of the Federal Contract Work Hours and Safety Standards Act (addressing overtime and compensation), Section 306 of the Clean Air Act (42 USCA Section 1857(h)), Section 208 of the Clean Water Act (33 USCA Section 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15); (ii) Whitsons shall recognize mandatory standards and policies relating to energy efficiency and shall comply with the Energy Conservation Policy and Conservation Act (P.L. 94-163); (iii) Violations shall be reported to the U.S. Department of Agriculture, Food and Nutrition Services, and the EPA. Whitsons shall not knowingly utilize a facility listed on the EPA List of Violating Facilities; (iv) Whitsons shall procure and maintain all necessary licenses and permits. [7 CFR 3016.36(i)]

16.2 Whitsons shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue code 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

SECTION 17. DEBARMENT/ SUSPENSION CERTIFICATE

17.1 Debarment/Suspension Certificate. Whitsons shall sign a Debarment/Suspension Certification. This certification assures the SFA that Whitsons has not been debarred from entering into contracts with the federal government, with the Commonwealth of Massachusetts, or any entity receiving federal funds or suspended from entering contracts during a time when Whitsons is being investigated for a legal action taken to debar Whitsons from contracting activities. [7 CFR 3017.510]

17.2 Location of Certificate. The certification is attached to the signed Agreement and kept on file at the SFA. A copy of the certification will be forwarded to the state agency with a copy of the signed Agreement. [7 CFR 3017.510]

SECTION 18. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

18.1 Independent Price Certification. Whitsons shall certify that the prices in the offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition. [7 CFR 3017]

18.2 Certificate of Independent Price Determination. Whitsons and the SFA shall sign and submit a Certification of Independent Price Determination with the Agreement. Whitsons shall attach the certification to the signed Agreement and the certification shall be kept on file at the SFA. SFA shall also forward a copy of the certification to the state agency with a copy of the signed Agreement. [7 CFR 3017]

SECTION 19. LOBBYING ACTIVITIES/ OTHER CERTIFICATIONS

19.1 Lobbying Certification. Prior to commencement of the Initial Term and any Renewal Term, Whitsons will sign and submit a certification regarding lobbying which conforms in substance with and all applicable state laws. [7 CFR 3018]

19.2 Location of Certification. The certification regarding lobbying shall be attached to the signed Agreement and kept on file at the SFA. A copy of any certification shall also be forwarded to the state agency with the signed Agreement. [7 CFR 3018]

19.3 Disclosure of Lobbying Activities. Whitsons shall disclose lobbying activities in connection with school nutrition programs. [7 CFR 3018]

19.4 Certifications. Pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, Whitsons hereby certifies under the penalties of perjury that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

By executing this Agreement, the SFA represents and warrants to Whitsons that it has complied with the requirements of 7 CFR 210.16(a)(9) and (10) and has obtained the requisite approvals of the Massachusetts Department of Elementary and Secondary Education.

SECTION 20. GENERAL TERMS & CONDITIONS

20.1 Governing Law. This Agreement, its construction, validity, effect, performance and enforcement shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

20.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the operation of the Food Service Program and supersedes all prior or contemporaneous negotiations, discussions or understanding regarding such subject matter. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the Parties relating to the matters covered by this Agreement other than those set forth in this Agreement.

20.3 Severability. Each article, paragraph, subparagraph, term and condition of this Agreement, and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to or in conflict with any applicable present or future law, rule or regulation in a final ruling issued by any court, agency or tribunal with valid jurisdiction, that ruling will not impair the operation of or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the parties and continue to be given full force and effect.

20.4 Assignment. Neither Whitsons nor the SFA may assign or transfer this Agreement, or any part thereof, without the written consent of the other Party, except the parties may assign this Agreement to an affiliated company or wholly owned subsidiary without prior approval and without being released from any of their responsibilities hereunder.

20.5 Captions. All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

20.6 Construction and Effect. No failure of either party to exercise any power reserved to it by this Agreement or to insist upon strict compliance by the other Party with any obligation or condition hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with any of the terms of this contract. Waiver by either Party of any particular default shall not affect or impair either Party's right to exercise any or all of its rights and powers herein, nor shall that constitute a waiver by that Party of any right hereunder, or of its right upon any subsequent breach or default to terminate this Agreement prior to the expiration of its terms.

20.7 Proprietary Materials. SFA acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to Whitsons or its affiliated and parent companies (collectively "Marks") are proprietary Marks of Whitsons, and SFA will not use the Marks for any purpose except as expressly permitted in writing by Whitsons. Upon termination of this Agreement, SFA shall (a) immediately and

permanently discontinue the use and display of any Marks and make or cause to be made such changes to the Premises as Whitsons shall reasonably direct so as to effectively distinguish the Premises from its former appearance (collectively “**De-Image**”), and (b) immediately remove and deliver to Whitsons all goods bearing any Marks. If SFA shall fail to De-Image the Premises within 30 days of the termination date, Whitsons and its agents shall have the right to enter the Premises and De-Image the Premises without prejudice to Whitsons’ other rights and remedies.

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

To SFA: Wellesley Public Schools
ATTN: Cynthia Mahr, Asst. Superintendent of Finance & Operations
40 Kingsbury Street
Wellesley, MA 02481-4831
Email: mahrc@wellesleyps.org

To Whitsons: Whitsons New England, Inc.
ATTN: Kelly Friend, COO, Contract Management
1800 Motor Parkway
Islandia, NY 11749

Email: friendk@whitsons.com

With a courtesy copy to the same address, attention: Legal Department,
legal@whitsons.com

20.9 Waiver of Recovery. Each Party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other Party hereto and its subsidiaries and affiliates for loss or damage to such Party’s building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies.

20.10 Confidentiality. In the course of providing the services hereunder, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party including, but not limited to, menus, recipes, signage, Food Service Program surveys and studies, management guidelines, procedures, operating manuals and software, all of which shall be identified as confidential (“**Confidential Information**”). The Parties agree to hold in confidence and not to disclose any Confidential Information during the Term of this Agreement and at all times thereafter, except that the Parties may use or disclose Confidential Information: (a) to its employees and affiliates or others to the extent necessary to render any Food Service hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such outside party is required and agrees to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either Party in writing; (c) to the extent that at the time of disclosure, such Confidential Information is generally available or known to the public, or after disclosure hereunder becomes generally available

or known to the public other than by breach of the terms of this Agreement; (d) that is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (e) that is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by law or court order during the course of a judicial or regulatory proceeding or as required by a government authority. The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party. Each Party's Confidential Information shall remain the exclusive property of the Party and shall be returned to the other Party upon termination or expiration of this Agreement, or at any time upon request. In the event of any breach of this provision, the Parties shall be entitled to equitable relief in addition to all other remedies otherwise available to it at law. This provision shall survive the termination or expiration of this Agreement.

20.11 IT Security. In connection with the services being provided hereunder, FSMC may need to operate certain information technology systems not owned by SFA ("Non-Client Systems"), which may need to interface with or connect to SFA's networks or information technology systems ("SFA Systems"). FSMC shall be responsible for all Non-SFA Systems, and SFA shall be solely responsible for SFA Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If FSMC serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then FSMC will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-SFA Systems interface with or connect to SFA Systems, then SFA agrees to implement forthwith upon request from FSMC, at SFA's own expense, the changes to the SFA Systems that FSMC reasonably requests and believes are necessary or prudent to ensure FSMC compliance with the Data Protection Rules. Each Party shall indemnify, defend and hold harmless the other Party from all claims, liabilities, damages and costs (including reasonable legal fees) to the extent caused by the indemnifying Party's failure to comply with its obligations in this section. The provisions of this Section shall survive the termination or expiration of this Agreement.

20.12 Remedies. In the event of any breach of this Agreement, the Parties shall be entitled to equitable relief in addition to all other remedies otherwise available to it at law. This provision shall survive the termination or expiration of this Agreement.

20.13 Amendments to the Agreement. The Parties cannot alter any provision in this Agreement that is required by any law, rule or regulation. The Parties cannot otherwise amend or alter this Agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the Agreement. The Parties must mutually agree, in a written document signed by both parties and attached to this Agreement, to amend, add, or delete any Section, Exhibit or Appendix. Any amendment to this Agreement shall become effective at the time specified in the amendment.

20.14 Counterparts. This Agreement may be executed in one or more counterparts. Each such executed counterpart and facsimile, digital or electronic signatures shall be deemed to be an original, but all of which taken together shall constitute a single instrument.

20.15 Appropriation of Funds. SFA represents and warrants that it has received sufficient funding and allocation of funds to perform its obligations under this Agreement for the duration of the

Initial Term. To the extent the SFA agrees to renew this Agreement in accordance with Section 3.1, the SFA represents and warrants that it will have received sufficient funding and allocation of funds to perform its obligations for such Renewal Term. SFA will pay all amounts hereunder that have accrued up to and including the effective date of any termination of this Agreement for all services provided hereunder, regardless of lack of funds or insufficient funds being appropriated to or budgeted by or for SFA for payment under this Agreement.

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

WELLESLEY PUBLIC SCHOOLS

WHITSONS NEW ENGLAND, INC.

By: *L. D. H. Dow*
Title: *Chair, School Committee*
Date: *8/27/20*

By: *[Signature]*
Title: *President + CEO*
Date: *9/2/2020*

AMENDMENT NO. 4
TO
WELLESLEY PUBLIC SCHOOLS FOOD SERVICE AGREEMENT

THIS AMENDMENT No. 4 ("Amendment"), dated as of June 19, 2024, is between WELLESLEY PUBLIC SCHOOLS ("SFA") and WHITSONS NEW ENGLAND, LLC, successor by merger to WHITSONS NEW ENGLAND, INC. ("FSMC", and collectively with SFA, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into a certain agreement, dated as of July 1, 2020 ("Agreement") as amended, pursuant to which FSMC was engaged to manage and operate the SFA's food service operation in Wellesley, Massachusetts; and

WHEREAS, Section 3.1 of the Agreement contemplates that the SFA shall have the option to extend the Agreement for four (4) additional one-year renewals (capitalized terms used herein without definition shall have the meaning given to them in the Agreement); and

WHEREAS, the Parties now desire to extend and amend the Agreement as more fully set forth below;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the Parties hereto agree as follows:

1. In accordance with Section 3.1 of the Agreement, the term of the Agreement is hereby extended for a one-year period commencing July 1, 2024 through June 30, 2025.

2. Section 11.4 of the Agreement is hereby amended to reflect a new combined Administrative and Management Fee of \$0.4155 per meal and meal equivalent. This new combined Administrative and Management fees reflects a 4.6% increase in the March U.S. Consumer Price Index – Food Away from Home, Northeast Urban over the prior fiscal year.


3. Section 11.5 of the Agreement (Guaranteed Return) will be amended to reflect a surplus of \$75,000.00 for the 2024-2025 school year.

4. This Amendment may be executed in one or more counterparts. Each such counterpart and facsimile, digital or electronic signatures shall be deemed to be an original, but all of which taken together shall constitute a single instrument.

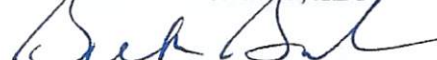
5. This Amendment shall become effective as July 1, 2024. Except as otherwise set forth herein, all other provisions, terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date first above written.

WELLESLEY PUBLIC SCHOOLS

By: 
Name(printed): Cynthia D. Mahr
Title: Asst. Sup. for Finance

WHITSONS NEW ENGLAND, LLC

By: 
Name(printed): Beth Bunster
Title: CFO

Mahr, Cynthia

From: Nutrition_no-reply@doe.mass.edu
Sent: Thursday, June 8, 2023 2:54 PM
To: Cobb, Wen; Mahr, Cynthia; Delaney, Matt; David Lussier
Subject: Closed Administrative Review with Fiscal Action (11-317)

[EXTERNAL EMAIL : This message originated outside of the TOWN OF WELLESLEY mail system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Dear David Lussier:

In accordance with federal regulations, Hayley Beauchemin conducted a Food Service Administrative Review on 04/06/2023. A Corrective Action Plan (CAP) was issued to your district and subsequently approved. In order for a CAP to be effective, these corrections must be maintained to ensure compliance with program regulations.

This email serves as confirmation that the FY23 Administrative Review has been closed by DESE's Office for Food and Nutrition Programs. Below is the claim adjustment due to deficiencies identified during the review month and/or day of review.

National School Lunch Program (NSLP): \$26.79 (waived) School Breakfast Program (SBP): \$11.30 (waived)

If the total fiscal action by program is under the \$600 threshold set by USDA, the disallowance is waived.

Every SFA has the right to appeal by submitting a written request to the Department of Elementary and Secondary Education. The request must be postmarked within 15 calendar days from receiving the notice of Withholding of Payments or fiscal action from DESE. [7 CFR 210.18(p)]

Please refer to the Document and Reference Library for the Appeal Procedures.

If you have any questions regarding the FY23 Administrative Review, please contact Amanda Chisholm, Child Nutrition Programs Compliance Monitoring Coordinator, at Amanda.B.Chisholm@mass.gov.

Sincerely,

Robert M. Leshin
Director
Office for Food and Nutrition Programs

Massachusetts Department of Elementary & Secondary Education
Child Nutrition Programs
Corrective Action Items

Review Type: Administrative Review

Review # 230044
Wellesley Public Schools

Start Date: 04/03/2023
Agreement # 11-317

Nutrient Analysis

Finding:

Based on the Nutrient Analysis, the school did not meet the Dietary Specifications (Calories, Saturated Fat, Sodium, and Trans Fat) for the appropriate age/grade group being served.

Regulations:

7 CFR 210.10(f)
7 CFR 220.8 & 220.23

Initial Comments:

Nutrient analysis is not being done on a USDA approved software. Not calculating calories, sodium, fat levels with a weekly average for a meal, instead calculating the total amount of calories, sodium and fats being offered. Relying on recipes and serving sizes to make sure meals don't go above the upper limit.

Corrective Action Required:

Please develop and upload a plan to evaluate dietary specifications for all menus created, ensuring that menus meet the standards for calories, sodium, and fats.

District Response:

Nutrient Analysis:
Whitsons current software shows the nutrient analysis including allergens for the district menu items. See attached. The menus are within the limits by grade level on any given day. Whitsons is expecting to upgrade our system so that it will calculate the weekly average. In the meantime, we will use the USDA compliance worksheets to ensure regulations are followed.
Dated: 05/09/2023

Civil Rights

Finding:

The approved "And Justice for All" poster was not posted in a prominent location and visible to all program participants.

Regulations:

FNS Instruction 113-1

Initial Comments:

Was in prominent location but was resized.

Corrective Action Required:

Please upload proof that the appropriate poster is being displayed in a prominent location.

District Response:

Poster was replaced with proper size during the AR on site day.
Photo attached
Dated: 05/09/2023

Finding:

The School Food Authority did not use the Nuts and Bolts OnDemand: Civil Rights in Child Nutrition Programs to train staff.

Regulations:

Civil Rights Training Requirements (State issued guidance June 18, 2019)

Initial Comments:

Currently, using the Civil Rights Training on Alchemy through Whitson's. All staff should be trained using the Nuts and Bolts training.

Corrective Action Required:

Please develop and upload a plan for all staff to receive the Nuts & Bolts Civil Rights training. This plan should include a tentative date of completion.

District Response:

All district staff involved in the Child Nutrition Program will complete the Nuts and Bolts Civil Right Training each summer.

All Whitsons staff including managers will complete the Nuts and Bolts Civil Right Training through JSI by 5/26, and will complete the training each year during the first 2 weeks of school in September.

The certificates will be kept of file for all staff.

Dated: 05/09/2023

Finding:

The School Food Authority does not have a procedure for receiving and processing complaints alleging civil rights discrimination within FNS school meal programs.

Regulations:

FNS Instruction 113-1

Initial Comments:

Provided the DESE memo sent 12/1/2022. No formal compliant procedure in place.

Corrective Action Required:

Please develop and upload a plan for how the SFA will handle receiving and processing civil rights complaints.

District Response:

The district has developed a draft procedure for receiving and processing civil rights complaints. Please see attached.

Dated: 05/09/2023

Finding:

The School Food Authority's district-wide civil rights policy does not include meal modification information.

Regulations:

7 CFR 210.10(m)

SP59-2016

FNS Instruction 113-1

Initial Comments:

No mention of meal modifications in the district civil rights policy.

Corrective Action Required:

Technical Assistance Provided. No additional action required.

Finding:

The School Food Authority's written civil rights complaint procedure within the school meals program does not include some or all of the required content.

Regulations:

FNS Instruction 113-1

Initial Comments:

Only using the bottom of the non-discrimination statement.

Corrective Action Required:

Please develop and upload a plan demonstrating that the civil rights policy will include all required content.

District Response:

An updated Wellesley Public School Nondiscrimination Statement has been attached.

Dated: 05/15/2023

Food Safety

Finding:

Both of the school's food safety inspections are not from the current school year.; The School Food Authority did not have documentation to indicate that the School Food Authority requested two (2) inspections in the current school year from the local board of health.; Two (2) food safety inspections were not received in the previous year.

Regulations:

7 CFR 210.13(b)
7 CFR 210.15(b)(5); 7 CFR 210.13(b)

Initial Comments:

BOH has only come once so far this year and only came once last school year. District has no documentation showing that they requested two inspections.

Corrective Action Required:

Please develop and upload a plan demonstrating that the district will request 2 inspections from the Local Board of Health each year.

District Response:

GM will email BOH requesting 2 inspections each year. A copy of the email will be kept on file as proof the request was made in the event the BOH does not meet the requirement. All schools have been inspected in the past 4 weeks.
Dated: 05/09/2023

Finding:

The most recent food safety inspection is not publicly posted in a visible location.

Regulations:

7 CFR 210.13(b)

Initial Comments:

The posted BOH inspection was from 2020.

Corrective Action Required:

Please upload proof demonstrating that the most up to date food safety inspection is posted in a visible location.

District Response:

This school has had a recent BOH inspection.
Attached is the photo of the inspection report and the array of items at the school.
Dated: 05/09/2023

Local School Wellness Policy

Finding:

The local school wellness policy does not contain the required elements. The policy is missing policies for food and beverage marketing.

Regulations:

7 CFR 210.31(c)(3)(iii)

Initial Comments:

Need to mention food/beverage marketing.

Corrective Action Required:

Please develop and upload a plan to include all require elements into the local school wellness policy; including food and beverage marketing.

District Response:

The School Wellness Advisory Committee will incorporate the missing element to the update School Wellness Policy in the next School Wellness Advisory Committee meeting in the Fall of 2023.
Dated: 05/15/2023

Finding:

The School Food Authority does not have documentation demonstrating the results of the assessment have been made available to the public.; The School Food Authority does not have documentation on file demonstrating an assessment of the local school wellness policy is conducted every three years.

Regulations:

7 CFR 210.31(d)
7 CFR 210.31(f); 7 CFR 210.31(e)
7 CFR 210.31(f)

Initial Comments:

No assessment has been done yet.

Corrective Action Required:

Technical Assistance Provided. No additional action required.

Meal Counting and Claiming

Finding:

The individual submitting the claim is not listed in the Authorized Signatures.

Regulations:

7 CFR 210.9

Initial Comments:

Technical assistance provided to add Laura Ball to the Authorized Signatures.

Corrective Action Required:

Technical Assistance Provided. No additional action required.

Meal Components and Quantities

Finding:

One or more of the lunch meals observed, on the day of review, did not contain all of the required meal components.

Regulations:

7 CFR 210.10(b)

Initial Comments:

Counted 3 meals as not reimbursable because they did not have a fruit or vegetable. Fiscal disallowance may occur.

Corrective Action Required:

Please develop and upload a plan ensuring that all meals counted and claimed will be a reimbursable meal. Part of the plan must include training for what constitutes a reimbursable meal.

District Response:

All employees will be re-trained on what constitutes a reimbursable meal. Will use JSI Making It count videos as a training tool. Refresher training will be conducted each quarter throughout the year. We will maintain a training sign in sheet as documentation each year.

A more formal SOP is in development as a flyer and poster for future use.

Dated: 05/09/2023

Finding:

One or more of the lunch meals observed, on the day of review, did not contain all of the required meal components.

Regulations:

7 CFR 210.10(b)

Initial Comments:

Teacher came to get meals for special needs classroom and did not take a milk. Fiscal disallowance may occur.

Corrective Action Required:

Please develop and upload a plan demonstrating that teachers are being trained to take all 5 components when receiving meals for students.

District Response:

It has been emphasized to the Food Service managers and leads that when an adult picks up a lunch for student who is having a private lunch, such as with a counselor or nurse, they must ensure that the lunch complies with the requirements for reimbursement with all necessary food components.

Dated: 05/09/2023

Finding:

One or more of the required meal components were not available on every reimbursable meal service line to all participating students during the lunch meal service.

Regulations:

7 210.10(a)(i)

Initial Comments:

Ran out of broccoli at the end of the last lunch.

Corrective Action Required:

Please develop and upload a plan describing how school will ensure enough food is available for all students for all lunch periods.

District Response:

Production records will be reviewed more closely to ensure there are no run outs. Alternate items will always be available to ensure all meals are reimbursable.

Dated: 05/09/2023

SFA Accuclaim On-site Monitoring

Finding:

Documentation does not indicate that the corrective action implemented from the breakfast and/or lunch monitoring review was successful.; The breakfast and/or lunch monitoring review disclosed problems with a school's meal counting or claiming procedures.

Regulations:

7 CFR 210.8(a)(5)

7 CFR 210.23(c); 7 CFR 210.8(a)(1)

7 CFR 210.7(c)

Initial Comments:

Meals were missing fruit or vegetable to make a reimbursable meal.

Corrective Action Required:

Please develop and upload a plan demonstrating that only reimbursable meals will be counted and claimed. This plan should include training on what constitutes a reimbursable meal.

District Response:

The district plans to conduct Accuclaim monitoring reviews in October or November across all sites. This timeframe allows for sufficient time to identify and rectify any issues noticed. The designated reviewer will:

- 1)Attend training sessions on eligible reimbursable meals;
- 2)Take detailed notes on instances of inaccurate meal counting observed during the review;
- 3)Develop a corrective action plan based on the identified issues; and
- 4)Perform a follow-up review within 45 days to ensure the implementation of the corrective measures.

Dated: 05/15/2023

Reporting and Recordkeeping

Finding:

Reports are not submitted to the State Agency as required.

Regulations:

7 CFR 210.15

Initial Comments:

Quarterly reports not being uploaded by deadlines. Reports in compliance packet not being uploaded by deadlines.

Corrective Action Required:

Please develop and upload a plan to provide the state agency with all required documents by set deadlines every year.

District Response:

The district will ensure timely completion of uploading reports, meeting all specified deadlines.

Dated: 05/15/2023

Meal Charge Policy

Finding:

The meal charge policy prohibits students from receiving grades, official transcripts, report cards or from graduating or attending graduation events solely because of unresolved meal debt.

Regulations:

An Act Promoting School Nutrition (MA 2021) Chapter 62

Initial Comments:

Senior's are required to get a formed signed by all teachers/lunchroom making sure that books are being returned, and no unpaid meal debt on their food service account before being approved for their senior project. Senior project is a requirement to graduate.

Corrective Action Required:

Please develop and upload a plan demonstrating that the senior age students will not be prohibited from graduate requirements due to a negative food service account balance.

District Response:

The district will eliminate any mention of "meal debt" from all forms for seniors and juniors, which prevent students from being restricted from participating in any school activities or graduation due to a negative food service account balance.

Dated: 05/15/2023

USDA Foods**Finding:**

The School Food Authority does have adequate usage of the donated USDA Foods. Records indicate year(s) with less than 85% usage.

Regulations:

7 CFR 250

Initial Comments:

at 70.99% for the school year but used 107.53% last year.

Corrective Action Required:

Technical Assistance Provided. No additional action required.

Verification**Finding:**

Some or all of the applications selected for verification were not verified correctly.

Regulations:

7 CFR 245.6a

Initial Comments:

Direct verification was completed and came back with a direct match but the family was still sent a letter requesting proof of benefits and income.

Corrective Action Required:

Please develop and upload a plan demonstrating that the selected applications will be verified correctly.

District Response:

The district will ensure accurate processing of verifications. Families who qualify through direct certification matches will no receive a letter requesting proof of benefits and income.

Dated: 05/15/2023

**Wellesley Public Schools
School Food Service
Profit Loss Statement
SY 2023 - 24
Period Ending June 30th, 2024**

Revenue (Source)	July	August	September	October	November	December	January
Local Sources:							
Student Meal Sales	\$ -						
Adult Meal Sales	\$ -	\$ 120	\$ 1,582	\$ 1,932	\$ 7,066	\$ 6,254	\$ 8,076
A La Carte	\$ -	\$ 4,239	\$ 56,820	\$ 63,732	\$ 45,154	\$ 44,714	\$ 66,478
Catering	\$ -	\$ 3,526	\$ -	\$ -	\$ -	\$ 8,711	\$ -
Vending	\$ -	\$ 380	\$ 53	\$ 1,010	\$ 162	\$ 20	\$ 648
Federal Sources		\$ 10,429	\$ 153,335	\$ 176,237	\$ 134,120	\$ 127,886	\$ 163,587
State Sources		\$ 131	\$ 1,721	\$ 1,950	\$ 1,474	\$ 1,409	\$ 1,794
Miscellaneous							\$ -
Fund Transfer-In							\$ -
Total Revenue	\$ -	\$ 18,825	\$ 213,512	\$ 244,863	\$ 187,975	\$ 188,994	\$ 240,584
Expenditures	July	August	September	October	November	December	January
Salaries & Wages	\$ 1,750	\$ 29,662	\$ 91,133	\$ 105,376	\$ 93,932	\$ 90,908	\$ 113,372
Administrative	\$ 30	\$ 1,118	\$ 16,790	\$ 3,192	\$ 2,793	\$ 2,645	\$ 10,689
Purchased Services		\$ 263	\$ 532	\$ 977	\$ 1,552	\$ 936	\$ 1,030
Property Services		\$ -		\$ -	0		
Food Costs	\$ (100)	\$ 15,987	\$ 83,255	\$ 91,687	\$ 79,306	\$ 60,267	\$ 100,043
Supplies		\$ 612	\$ 1,905	\$ 927	\$ 2,981	\$ 4,965	\$ 3,064
Miscellaneous							
Management Fee		\$ 1,424	\$ 20,571	\$ 23,690	\$ 18,339	\$ 17,589	\$ 23,536
Indirect Costs		\$ 192	\$ 1,822	\$ 1,918			
Fund Transfer-Out							
Total Expenditures	\$ 1,680	\$ 49,258	\$ 216,008	\$ 227,767	\$ 198,902	\$ 177,308	\$ 251,734
Net Profit/(Loss)	\$ (1,680)	\$ (30,433)	\$ (2,495)	\$ 17,096	\$ (10,927)	\$ 11,686	\$ (11,150)

Note:

Student pre-payments should **not** be included in revenue. The dollars only become revenue when a meal or items have been purchased.

**Wellesley Public Schools
School Food Service
Profit Loss Statement
SY 2023 - 24
Period Ending June 30th, 2024**

February	March	April	May	June	Year-to-Date	
					\$ -	
\$ 5,535	\$ 1,999	\$ 1,777	\$ 2,354	\$ 687	\$ 37,383	
\$ 42,790	\$ 67,448	\$ 52,715	\$ 67,513	\$ 13,076	\$ 524,680	
\$ 578	\$ 464	\$ 77	\$ 2,978	\$ 358	\$ 16,692	
\$ 340	\$ 1,248	\$ 683	\$ 705	\$ 621	\$ 5,871	
\$ 216,443	\$ 156,284	\$ 129,462	\$ 165,932	\$ 52,825	\$ 1,486,541	
\$ 1,277	\$ 1,710	\$ 1,418	\$ 1,818	\$ 576	\$ 15,279	
					\$ -	
					\$ -	
\$ 266,963	\$ 229,153	\$ 186,133	\$ 241,300	\$ 68,143	\$ 2,086,446	
February	March	April	May	June	Year-to-Date	Percent of Total Revenue
\$ 83,148	\$ 112,664	\$ 96,864	\$ 124,929	\$ 50,009	\$ 993,747	47.63%
\$ 3,443	\$ 3,771	\$ 2,611	\$ 3,232	\$ 1,409	\$ 51,721	2.48%
\$ 1,211	\$ 1,058	\$ 1,102	\$ 1,098	\$ 33	\$ 9,792	0.47%
					\$ -	0.00%
\$ 73,082	\$ 105,729	\$ 71,497	\$ 108,827	\$ 28,932	\$ 818,512	39.23%
\$ 1,534	\$ 2,063	\$ 1,489	\$ 1,851	\$ 787	\$ 22,178	1.06%
					\$ -	0.00%
\$ 16,383	\$ 22,328	\$ 18,168	\$ 23,279	\$ 6,541	\$ 191,849	9.20%
\$ 10,919	\$ 3,076	\$ 2,614		\$ 4,218	\$ 24,759	1.19%
					\$ -	0.00%
\$ 189,720	\$ 250,689	\$ 194,345	\$ 263,216	\$ 91,929	\$ 2,112,558	101.25%
\$ 77,244	\$ (21,536)	\$ (8,213)	\$ (21,916)	\$ (23,786)	\$ (26,112)	-1.25%

**Wellesley Public Schools
School Food Service
Profit Loss Statement
SY 2024 - 25
Period Ending June 30th, 2025**

Revenue (Source)	July	August	September	October	November	December	January
Local Sources:							
Student Meal Sales	\$ -						
Adult Meal Sales	\$ -	\$ 232	\$ 2,027				
A La Carte	\$ -	\$ 7,277	\$ 69,367				
Catering	\$ -	\$ 4,055	\$ 144				
Vending	\$ -	\$ 176	\$ -				
Federal Sources		\$ 19,960	\$ 172,780				
State Sources		\$ 216	\$ 1,819				
Miscellaneous							\$ -
Fund Transfer-In							\$ -
Total Revenue	\$ -	\$ 31,916	\$ 246,137	\$ -	\$ -	\$ -	\$ -
Expenditures	July	August	September	October	November	December	January
Salaries & Wages		\$ 33,632	\$ 110,287				
Administrative		\$ 1,492	\$ 4,276				
Purchased Services		\$ 549	\$ 603				
Property Services		\$ -					
Food Costs		\$ 21,009	\$ 87,010				
Supplies		\$ 1,069	\$ 2,796				
Miscellaneous							
Management Fee		\$ 2,699	\$ 24,446				
Indirect Costs		\$ 649	\$ 2,597				
Fund Transfer-Out							
Total Expenditures	\$ -	\$ 61,099	\$ 232,015	\$ -	\$ -	\$ -	\$ -
Net Profit/(Loss)	\$ -	\$ (29,183)	\$ 14,122	\$ -	\$ -	\$ -	\$ -

Note:

Student pre-payments should **not** be included in revenue. The dollars only become revenue when a meal or items have been purchased.

Wellesley Public Schools
School Food Service
Profit Loss Statement
SY 2024 - 25
Period Ending June 30th, 2025

February	March	April	May	June	Year-to-Date	
					\$ -	
					\$ 2,260	
					\$ 76,645	
					\$ 4,199	
					\$ 176	
					\$ 192,740	
					\$ 2,035	
					\$ -	
					\$ -	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 278,053	
February	March	April	May	June	Year-to-Date	Percent of Total Revenue
					\$ 143,919	51.76%
					\$ 5,768	2.07%
					\$ 1,152	0.41%
					\$ -	0.00%
					\$ 108,019	38.85%
					\$ 3,865	1.39%
					\$ -	0.00%
					\$ 27,145	9.76%
					\$ 3,246	1.17%
					\$ -	0.00%
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 293,114	105.42%
\$ -	\$ -	\$ -	\$ -	\$ -	\$ (15,061)	-5.42%

**Wellesley Public Schools
School Food Service
Profit Loss Statement
SY 2024 - 25
Period Ending June 30th, 2025**

Revenue (Source)	July	August	September	October	November	December	January
Local Sources:							
Student Meal Sales	\$ -						
Adult Meal Sales	\$ -	\$ 232	\$ 2,027	\$ 2,216	\$ 1,760	\$ 1,518	
A La Carte	\$ -	\$ 7,277	\$ 69,367	\$ 68,381	\$ 50,219	\$ 43,829	
Catering	\$ -	\$ 4,055	\$ 144	\$ 270	\$ -	\$ 7,062	
Vending	\$ -	\$ 176	\$ -	\$ 669	\$ 663	\$ -	
Federal Sources		\$ 19,960	\$ 172,780	\$ 179,635	\$ 136,589	\$ 119,266	
State Sources		\$ 216	\$ 1,819	\$ 1,852	\$ 1,402	\$ 1,233	
Miscellaneous							\$ -
Fund Transfer-In							\$ -
Total Revenue	\$ -	\$ 31,916	\$ 246,137	\$ 253,023	\$ 190,633	\$ 172,907	\$ -
Expenditures	July	August	September	October	November	December	January
Salaries & Wages		\$ 33,632	\$ 110,287	\$ 110,665	\$ 89,163	\$ 86,023	
Administrative		\$ 1,492	\$ 4,276	\$ 4,560	\$ 6,577	\$ 3,451	
Purchased Services		\$ 549	\$ 603	\$ 1,827	\$ 1,173	\$ 822	
Property Services		\$ -					
Food Costs		\$ 21,009	\$ 87,010	\$ 95,367	\$ 69,582	\$ 64,124	
Supplies		\$ 1,069	\$ 2,796	\$ 3,009	\$ 1,445	\$ 889	
Miscellaneous							
Management Fee		\$ 2,699	\$ 24,446	\$ 25,314	\$ 19,103	\$ 16,613	
Indirect Costs		\$ 649	\$ 2,597	\$ 3,245	\$ 2,033	\$ 2,311	
Fund Transfer-Out							
Total Expenditures	\$ -	\$ 61,099	\$ 232,015	\$ 243,987	\$ 189,076	\$ 174,234	\$ -
Net Profit/(Loss)	\$ -	\$ (29,183)	\$ 14,122	\$ 9,036	\$ 1,557	\$ (1,327)	\$ -

Note:

Student pre-payments should **not** be included in revenue. The dollars only become revenue when a meal or items have been purchased.

Wellesley Public Schools
School Food Service
Profit Loss Statement
SY 2024 - 25
Period Ending June 30th, 2025

February	March	April	May	June	Year-to-Date	
					\$ -	
					\$ 7,753	
					\$ 239,074	
					\$ 11,530	
					\$ 1,508	
					\$ 628,229	
					\$ 6,522	
					\$ -	
					\$ -	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 894,616	
February	March	April	May	June	Year-to-Date	Percent of Total Revenue
					\$ 429,772	48.04%
					\$ 20,355	2.28%
					\$ 4,974	0.56%
					\$ -	0.00%
					\$ 337,093	37.68%
					\$ 9,208	1.03%
					\$ -	0.00%
					\$ 88,175	9.86%
					\$ 10,835	1.21%
					\$ -	0.00%
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900,412	100.65%
\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,795)	-0.65%