# **Everett Food Service Bid RFP Questions**

Answered on 4/10/2025 by Everett Public School Finance Office

# General Questions – answers are in italics.

- 1. Per page 5 of the RFP, please provide all the DESE approved Exhibits.
  - All exhibits are posted on the City of Everett's website under the bid document.
- 2. Please provide Profit/Loss statements with full detail for the current YTD July 2024 thru February 2025 and SY 23-34 and SY22-23.
  - Profit and Loss statements are attached to for the years requested.
- 3. Please provide the completed **Food Service Annual Financial Report** from the last three years showing the Year-End Actual Sales and Expenses. This is the audited Annual Income and Expenditure Report requested by the State (this information was not provided in Exhibit E). (SY2021/22, 2022/23, SY2023/24).
  - There is not an Exhibit E in the bid document. However, Schedule E is a requirement of the food service company to provide as part of the bid process.
- 4. Please provide the total A la Carte per school, Adult Sales, Catering Sales, Vending and any other sales for current school year **July 2024 thru February 2025** and for SY2023-2024.
  - This is provided in Schedule C Price List and also in the Profit and Loss Statements requested in Question #2. There are no vending machines in the District.
- 5. Please provide the USDA Commodity Entitlement for the current 2024-25 school year and 2025-26 school year.
  - a. Can you also provide the diversions that were planned for 2025-26 and any DOD allocations for next year?
  - Information that we have available on USDA Commodity Entitlements is attached.
- 6. Do all schools produce meals on site?
  - a. If not, please explain the production and delivery structure.
  - No, The Adams and the Webster Extension schools do not produce their own meals. They come from the high school. They are Pre-K schools. They are delivered by the Food Service company.
- 7. Please provide a copy of both the original FSMC contract and the latest renewal and amendment agreement.
  - A redacted copy of the FSMC contract and the latest renewal are attached.
- 8. Please provide enrollment for SY 24-25 and expected enrollment for SY 25-26.
  - Information regarding enrollment is included in Exhibit A of the bid.
- 9. Do any sites currently offer breakfast in the classroom? If so, which ones.
  - All Pre-K to 8 Schools offer Breakfast After the Bell in Classrooms. The High School Provides Breakfast in the School Cafeteria.
- 10. Are there any school building changes planned for school-year 25-26 that we should consider? (openings, closures, etc.)
  - Not at this time.
- 11. Does the current FSMC own any equipment on site that would need to be replaced in transition? If, so please provide a list of these items.
  - *No*
- 12. Are all current Procurement Specifications in Schedule B currently in practice?
  - Yes
- 13. Please provide a copy of the district's Wellness policy reference in C.13 in the RFP.
  - A copy of the District's proposed updated Wellness Policy is attached.
- 14. Are all schools currently using compostable trays?
  - Yes

- 15. Please provide recent copies of health inspection reports.
  - Attached are copies of the Health Inspection Reports
- 16. Please provide the current structure of management team and titles.
  - The management team consists of one Chef and one District Director
- 17. Does the SFA provide the management team each a computer, printer and scanner?
  - a. Do kitchen managers have access to computers?
  - Yes, the SFA can provide the management team with one computer, printer and scanner. One kitchen manager may have access to a computer.
- 18. Please confirm how many PTO and Holiday days are Food Service staff given per year?
  - Exhibit G "School Calendars" presents the District Calendar for SY24 and the current SY25 with "No School" days due to holidays, early release days, etc.
- 19. Will e-signed documents be acceptable?
  - No, e-sign documents are not accepted.

## **FSMC Labor**

- 1. Please provide a labor schedule including hours.
  - See Exhibit D for the labor schedule.
- 2. If the employees are part of a union, please provide a copy of the Collective Bargaining Agreement for cafeteria workers for SY 25-26.
  - Employees are not part of a union or collective bargaining agreement.
- 3. How many employees are eligible for benefits, how many are taking benefits and for those taking benefits at what level?
  - That information is not available to the school district as food service workers are employees of the food service company.
- 4. Please provide the total number of paid days per position (work days, holidays, sick days, other per employee).
  - Exhibit G "School Calendars" presents the District Calendar for SY24 and the current SY25 with "No School" days due to holidays, early release days, etc.

# **Summer Program**

- 1. Please provide the total number of days for the Summer Program for Summer 2025.
  - This is still being determined depending on available grant funding.
- 2. Which school sites will be utilized to provide summer meal service?
  - This is still to be determined.
- 3. How many managers currently work in the summer?
  - To be determined.
- 4. Please provide the expected daily summer meals for breakfast and lunch.
  - To be determined.
- 5. When you provide Exhibit D, labor schedule. Please confirm if summer labor is part of the schedule. --
  - Summer labor is still being determined.
  - a. If not, please provide separate summer labor schedule.

P+L 2022-3023

Revenue (Source)	July		August	September	ber	October	November		December	January	February	March		April	May	June	Year-to-Date	ą.
Local Sources:																		
Student Meal Sales																	\$	
Adult Meal Sales																	\$	
A La Carte				\$ 2	\$ 086'02	28,259	\$ 20,3	20,314 \$	16,475	\$ 26,686	\$ 18,859	\$ 32,643	\$ \$	24,522	\$ 33,499	\$ 13,878	3 \$ 236,066	990
Catering																	\$	
Interest																	\$	
Federal Sources			\$ 419,162				\$ 1,167,399	\$ 668	526,883	\$ 583,752	\$ 591,278	\$ 412,476	\$ 9	704,375	\$ 417,100	\$ 650,411	1 \$ 5,472,836	336
State Sources			\$ 4,657				\$ 11,0	11,064 \$	4,929	\$ 4,256	\$ 5,532	\$ 3,789	\$ 6	6,142	\$ 3,745	7,597	7 \$ 51,711	111
Miscellaneous																	\$	
Fund Transfer-In		_											\$	720	\$ 9,499	\$ 6,497	7 \$ 16,716	116
Total Revenue	s	,	\$ 423,819	\$	\$ 056,02	28,259	\$ 1,198,777	\$ 111	548,287	\$ 614,693	\$ 615,670	\$ 448,908	\$	735,759	\$ 463,843	\$ 678,383	3 \$ 5,777,328	128
Expenditures	July		August	September	per	October	November		December	January	February	March		April	May	June	Year-to-Date	te Percent
Salaries & Wages																	\$	- 0.00%
Employee Benefits																	\$	- 0.00%
Purchased Services			\$ 374,224	45	6,184 \$	81,911	\$ 824,400	400 \$	410,657	\$ 343,638	\$ 4,656	\$ 819,269	\$ 6	504,023	\$ 336,983	\$ 491,982	2 \$ 4,197,927	72.66%
Property Services												\$ 218,973	3		\$ 1,360	\$ 1,795	5 \$ 222,128	3.84%
Food Costs					_	15											\$	- 0.00%
Supplies			1	4	\$	216				\$ 297	\$ 2,774	\$ 797	2 \$	2,282	\$ 2,639		\$ 9,	9,004 0.16%
Miscellaneous				\$	365 \$	927		\$	1,032				s	88,572			\$ 90,896	396 1.57%
Capital Assets				\$ 5	56,557												\$ 56,557	357 0.98%
Indirect Costs																	\$	- 0.00%
Fund Transfer-Out												\$ (13,641)	1)				\$ (13,641	541) -0.24%
Total Expenditures	\$		\$ 374,224	\$	63,106 \$	83,054	\$ 824,400	400 \$	411,689	\$ 343,935	\$ 7,430	\$ 1,025,398	\$	594,877	\$ 340,982	\$ 493,777	7 \$ 4,562,872	372 78.98%
Net Profit/(Loss)	\$	,	\$ 49,595 \$		(42,175)	(54,794)	\$	374,377 \$	136,597	\$ 270,758	\$ 608,240	\$ (576,490)	\$ (0	140,882	\$ 122,861	\$ 184,606	5 \$ 1,214,457	<b>157</b> 21.02%

New- 5800 7+ d

												Percent of Total	%00.0	%00.0	65.62%	%00.0	%00.0	14.60%	0.10%	0.45%	%00.0	%00.0	80.78%	19.22%
Year-to-Date				210,589			6,343,621	89,845		10,245	6,654,299	Year-to-Date	1	•	4,366,647			971,582	6,783	30,133	1	•	5,375,146	1,279,153
A SE		₩.	\$	\$	\$	\$	₩.	\$	\$	\$	45	1	\$	\$	\$	\$	\$	\$	₩.	\$	\$	\$	\$	₩.
June				7,289	The state of the s		682,891	18,248			708,428	June			533,134			7,382					540,516	167,911
AMI		_		8	Н	_	\$	\$ 0		_	4 \$	20	Н	_	3 \$	_	_	\$	Н	_	Н	_	3 \$	1 \$
May				25,808			1,114,326	16,340			1,156,474	May			480,833								480,833	675,641
(25)		_		1 \$	_	-	\$	\$ 9	_	-	7 \$				\$ 0			8	-	_			1 \$	4) \$
April				20,661				902			21,367	April			430,979.50			165,101.58					596,081	(574,714)
	Н	-	-	\$ 9	H		4	5 \$	H	H	\$ 9		_	_	1 \$	Н	_	\$ 0	_		_	_	1 \$	5
March				32,666			1,102,024	9,145			1,133,836	March			379,201			474,730					\$ 853,931	279,905
		_		\$ 8	-	-	٠ ب	\$ \$		_	2 \$	200 600 600 600 600 600 600 600 600 600		-	\$ 6			4 \$	-	_	-		3 \$	\$
February				18,878			658,440	3,894			681,212	February			455,689			210,074					665,763	15,449
	Н			\$ 9	_		1 \$	\$ 9			3			_	\$	H	_	4 \$	3	_	_	-	8 \$	5 \$
January				27,406			546,001	4,526			577,933	January			339,580			1,444	6,783				347,808	230,125
		_		\$			\$	↔	L	_	\$ 1		H	_	\$ 2	_	-	\$	\$		_	_	\$ 2	2) \$
December				18,198			638,189				656,387	December			858,292								858,292	(201,905)
	Н	_	_	8	H		2 \$	0	H		1 \$	1020	H	H	\$	_	_	6	Н	-	H	_	8	3 \$
November				\$ 21,578			\$ 6,002	\$ 5,360			\$ 32,941	November			\$ 20,539			\$ 1,089					\$ 21,628	\$ 11,313
	Н			294			160	430	H	П	884				373			297					1129	87)
October				\$ 28,2			\$ 527,1	\$ 4,4			\$ 559,8	October			\$ 511,3			\$ 104,2					\$ 615,6	(55,787)
	Н			-			-	913		45	4	Salty.		H	-		Н	739	Н				_	92
September				\$ 19,811			\$ 117,675	\$		\$ 10,245	\$ 148,644	September			\$ 5,029			\$ 7.					\$ 5,768	\$ 142,876 \$
	Н						61	20				Jan 1		Н	99		Г	24		33			24	87
August							304,561	23,650			328,211	August			50,666			6,724		30,133			87,524	240,687   \$
	Н	_	_	_	H	_	\$	\$ 2	H	H	\$	PST TEN	H	H	1 \$	H	H	s	_	\$			1 \$	1 \$
July							646,350	2,632			648,982	July			301,331								301,331	347,651 \$
APR.	Н			L	H		43	45	_	L	45		H	L	45	H	L	-	H	_	H		45	45
Revenue (Source)	Local Sources:	Student Meal Sales	Adult Meal Sales	A La Carte	Catering	Interest	Federal Sources	State Sources	Miscellaneous	Fund Transfer-In	Total Revenue	Expenditures	Salaries & Wages	Employee Benefits	Purchased Services	Property Services	Food Costs	Supplies	Miscellaneous	Capital Assets	Indirect Costs	Fund Transfer-Out	Total Expenditures	Net Profit/(Loss)

Attachment A

4/9/25, 1:02 PM

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XXXXX Public-Schools School Food Service Profit-Loss Statement SY 2019-20 Period Ending June 30th, 2020-

Revenue (Source)	ylnr	August		September	October	Nove	November	December	January	February	March		April	May	June	O)	Year-to-Date	
Local Sources:																		
Student Meal Sales																❖	1	
Adult Meal Sales		\$	\$ 05	1,483	\$ 2,119	\$	1,354 \$	1,221								❖	6,227	
A La Carte		\$ 2	\$ 869	20,738	\$ 26,104	\$	18,008 \$	15,393								\$	80,840	
Catering	\$ 8,555	\$	\$ 56,02	1,100	\$ 3,486	\$	4,640 \$	6/9'6								\$	48,395	
Interest																\$		
Federal Sources	\$ 111,971	\$	43,500 \$	596,318	\$ 733,810	\$	\$ 83,053 \$	542,390								\$	2,581,042	
State Sources	\$ 674	\$	326 \$	4,803	\$ 5,871	\$	4,350 \$	3,801								❖	19,825	
Miscellaneous																₩	1,	
Fund Transfer-In																\$	,	
Total Revenue	\$ 121,200	s	65,409 \$	624,441	\$ 771,389	s	581,405 \$	572,484	. \$	, \$	\$	\$ -		- \$	\$	\$ -	2,736,328	
Expenditures	kinr	August		September	October	Nove	November	December	January	February	March		April	May	June	9	Year-to-Date	Percent of Total Revenue
Salaries & Wages			-													\$	•	%00.0
Employee Benefits																\$		0.0
Purchased Services	\$ 69,120	\$	89,174	\$421,646	\$ 562,356	\$	378,121 \$	347,155								\$	1,867,572	68.2
Property Services					\$ 12,094	45	2,402 \$	5,290								\$	19,786	7.0
Food Costs																\$	ı	%00.0
Supplies			45	14,051												\$	14,051	0.5
Miscellaneous																\$	,	0.0
Capital Assets		\$ 28,0	28,000													❖	28,000	1.0
Indirect Costs																❖	1	0.00%
Fund Transfer-Out																\$		0.00%
Total Expenditures	\$ 69,120	\$ 117,174	\$ \$ \$174	435,697	\$ 574,450	\$	380,523 \$	352,445	- \$	- \$	\$	٠	,	. \$	\$	٠	1,929,409	70.51%
Net Profit/(Loss)	\$ 52,080	ş	\$ (99,766)	188,744 \$	\$ 196,940 \$		200,882 \$	220,039	•	\$	ν.	٠	,	. \$	45	٠	806,920	29.49%

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



Massachusetts Department of Elementary & Secondary Education



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# **Entitlement Plan**

## 09-093 Everett

PLEASE CLICK ON THE <u>Help</u> LINK ON THE TOP RIGHT HAND SIDE OF THE SCREEN FOR A QUICK START GUIDE WITH DETAILED INSTRUCTIONS FOR COMPLETING THIS APPLICATION.

					F	iscal Year 2025 🗸
Component	Due Date	Disposition	Disposition Date	Estimated Entitlement	Allocated Dollars	Entitlement (Usage)
				467,834.03	0.00	601,417.87
Brown Box Order	07/15/2024 Closed	Submitted 🗸	03/14/2024		232,952.40	278,347.29
Processing Commitment	03/20/2024 Closed	Submitted <b>∨</b>	03/14/2024		74,881.51	61,125.42
DoD Commitment	03/19/2024 Closed	Approved 🗸	03/14/2024		160,000.00	160,000.00
		Less	Total Planned		467,833.91	499,472.71
			Remaining		0.12	101,945.16
American American and State of			The second secon	ater providen zous sous santitur nomen er ennes par klima on partie en tilgand	oncest y an authorise general occuration (n.e.A. e concentrary produce the second concentraries).	

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# **Entitlement Plan**

## 09-093 Everett

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					Fiscal Year 2026 🗸
Component	Due Date	Disposition	Disposition Date	Estimated Entitlement	Allocated Dollars
				491,112.66	0.00
Brown Box Order	03/12/2025 Closed	Submitted 🗸	03/11/2025		184,880.11
Processing Commitment	03/12/2025 Closed	Submitted 🗸	03/11/2025		106,235.07
DoD Commitment	03/20/2025 Closed	Approved 🗸	03/11/2025		200,000.00
	•	Les	s Total Planned		491,115.18
			Remaining		-2.52

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#### 09-093 Everett

\*Form 2025-26 Form 1 (SUBMITTED) ♥

#### USDA FOODS - PROCESSING COMMITMENT FORM SY25-26

Tools to use for Processing. Click to learn more:

Processor Contact List

Albies Food Commodity Calculator

Brookwood Farms Commodity Calculator

Bongards Commodity Calculator

Butterball Commodity Calculator

Cargill Kitchen Solutions Commodity Calculator

Conagra Foodservice Commodity Calculator

Del Real Foods Commodity Calculator

ES Foods Commodity Calculator

Global Food Solutions Commodity Calculator

High Liner Foods Commodity Calculator

Hormel Foods (Jennie-O) Commodity Calculator

Integrated Food Service Commodity Calculator

<u>International Food Solutions Commodity Calculator</u>

Kraft Heinz Commodity Calculator

Land O'Lakes Commodity Calculator

Maid Rite Commodity Calculator

McCain Foods Commodity Calculator

MCI Foods Commodity Calculator

Michael Foods Commodity Calculator

National Food Group Commodity Calculator

Peterson Farms Commodity Calculator

Pilgrim's Pride Commodity Calculator

ProView Foods Commodity Calculator

Red Gold Commodity Calculator

Rich's Commodity Calculator

Rich Chicks Commodity Calculator

S&F Foods Commodity Calculator

S.A. Piazza Commodity Calculator

Sal's Pizza Commodity Calculator

Schwan's Commodity Calculator

Smucker's Commodity Calculator

Tasty Brands Commodity Calculator

Tabatchnick Commodity Calculator

Tyson Commodity Calculator

Trident Seafoods Commodity Calculator

Yangs 5th Taste Commodity Calculator

## PLEASE NOTE THE FOLLOWING:

Processing is one option for using your entitlement dollars. The estimated entitlement shown below is the total for school year 2025-26. Be sure to save some entitlement dollars for DoD Fresh and Brown Box!

Complete this form <u>only</u> if you want to have donated foods diverted to processor(s) during school year 2025-26. You may choose more than one processor; however, you cannot spend more than your estimated entitlement. In the space provided below, indicate the number of pounds that you want diverted to any of the processors listed. Do not leave any fields blank and enter whole numbers only. Do not enter any other symbols such as commas, dollars signs or decimal points.

Processed products will continue to be distributed through Commercial Distributors. Include these products in your commercial bid for 2025-26. You will order and receive the products through your commercial distributor with your other commercial purchases. If your bid is awarded to a different processor after submitting your diversion survey, notify us so that we can change your pounds to the correct processor.

The processors listed are those that anticipate having an agreement with Massachusetts next school year. New agreements must be approved by July 1 in order for these companies to participate during school year 2025-26. The volume requested from school

food authorities for each processor will determine the amounts, if any, to be diverted to each processor. If there are not enough requests to make up a half truckload, product will not be diverted. You will be contacted by email to make another choice and will need to reply by email.

Each product includes information on the number of pounds in a truck and when selected the processor name will bring up the Summary End Product Data Schedule (SEPDS) that lists end products available and pounds needed per case. If sufficient requests are received and the donated food is diverted, *entitlement* will be charged for your portion when purchased by USDA and received at the company.

To determine the number of pounds you will need for a product, begin with your menu!

## To calculate draw down from entitlement when pounds are entered, press SAVE!

# Click on each company name below and the SEPDS will open showing products that are available, subject to each districts individual bid.

Estimated Entitlement	491,112.66
Allocations	
Diversion	106,235.07
DoD	200,000.00
Brown Box	184,880.11
Total Allocated	491,115.18
Remaining	-2.52

<sup>\*</sup> Denotes In Process

100154 REFECOA	RSE GROUND FRZ	CTN-60 I R
Entitlement will be ch		C114-00 LB
	olbs \$	Full Truck = 42,000 Pounds *NOTE: Fee For Service
<u>ALBIES FOOD</u> PRODUCTS		(FFS through Distributor) applies to this product.
<u> rkobocis</u>	0.00	(FFS through Distributor) applies to this product.
INTEGRATED FOOD		
<u>SERVICE</u>	0.00	
JTM PROVISIONS	olbs \$	
	0.00	
MAID-RITE	olbs \$	
SPECIALTY FOODS	0.00	
TYSON FOODS INC	olbs \$	
TIBON TOODS INC	0.00	
1001=6 DEEE DNI		
		L CIN-00 LD (A002)
	arged 4.41 per pound	n lim 1
INTERNATIONAL FOOD SOLUTIONS	olbs \$	Full Truck = 42,000 Pounds *NOTE: Fee For Service (FFS through Distributor) applies to this product.
FOOD SOLUTIONS	0.00	
	NIC BNLS FRZ CTN	-60 LB
Entitlement will be ch	arged 1.28 per pound	
<u>BROOKWOOD</u>	olbs \$	Full Truck = 40,020 Pounds *NOTE: Fee For Service
FARMS INC.	0.00	(FFS through Distributor) applies to this product.
JTM PROVISIONS	olbs \$	
	0.00	
MAID-RITE	olbs \$	
SPECIALTY FOODS	0.00	
TYSON FOODS INC	olbs \$	
TIBOTT TOODS IIVO	0.00	
100102 CHICKEN	LARGE CHILLED -I	SIII K
Entitlement will be ch		BULK
		E II T. 1 - C D. 1 *NOTE N + Off I
<u>INTERNATIONAL</u> FOOD SOLUTIONS	olbs \$	Full Truck = 36,000 Pounds *NOTE: Net Off Invoice (NOI) applies to this product.
	0.00	(NO1) applies to this product.
PILGRIM'S PRIDE	olbs \$	
CORPORATION (COLDIVIST)	0.00	
(GOLDKIST)	111 +	
PROVIEW FOODS	olbs \$	
	0.00	
RICH CHICKS	olbs \$	
	0.00	
TYSON FOODS INC	43042 lbs \$	
		II

		esources - Massachusetts Department of Elementary and Secondary
	LEGS CHILLED -BUI	L <b>K</b>
Entitlement will be ch		
INTERNATIONAL FOOD SOLUTIONS	0,00	Full Truck = 36,000 Pounds *NOTE: Net Off Invoice (NOI) applies to this product.
SCHWAN'S FOOD	olbs \$	
SERVICE INC (Tony's)	0.00	
YANGS 5TH TASTE	0 lbs \$	
100124 TURKEY C	CHILLED -BULK	
Entitlement will be cha		
BUTTERBALL	olbs \$	Full Truck = 36,000 Pounds *NOTE: Net Off Invoice
	0.00	(NOI) applies to this product.
HORMEL FOOD SALES (JENNIE-O)	0]lbs \$ 0.00	
100883 TURKEY T	THIGHS BNLS SKNL	S CHILLED-BULK (A582)
Entitlement will be ch	arged 2.20 per pound	
BROOKWOOD FARMS INC.	0 lbs \$	Full Truck = 36,000 Pounds *NOTE: Net Off Invoice (NOI) applies to this product.
JTM PROVISIONS	0]lbs \$	
MAID-RITE SPECIALTY FOODS	0]lbs \$	
	LCK FRZ BULK CTN	
Entitlement will be cha		
		E. II T
<u>HIGH LINER</u> <u>FOODS</u>	0 lbs \$ 0.00	Full Truck = 39,600 Pounds *NOTE: Net Off Invoice (NOI) applies to this product.
TRIDENT SEAFOOD COMPANY	0 lbs \$	
100047 EGGS WH	OLE LIQ BULK -TAN	JK
Entitlement will be ch		
CARGILL KITCHEN SOLUTIONS/SUNNY	olbs \$	Full Truck = 48,000 Pounds *NOTE: Net Off Invoice (NOI) applies to this product.
FRESH MICHAEL FOODS /	ollbs \$	
M G WALDBAUM	0.00	
110700 PEANUTS	RAW SHELLED-BU	LK 44000 LB
Entitlement will be ch	arged 0.63 per pound	
J M SMUCKER COMPANY	0]lbs \$ 0.00	Full Truck = 44,000 Pounds *NOTE: Net Off Invoice (NOI) applies to this product.
110242 Cheese Na	t Amer FBD Barrel	
Entitlement will be ch		
BAKE CRAFTERS	olbs \$	Full Truck = 40,800 Pounds *Note: Net Off Invoice (NOI)
FOOD COMPANY	0.00	applies to this product with the following exception: Tasty  Brands provides NOI and Fee For Service (FFS through
BONGARDS CREAMERIES	758 <b>lbs \$</b> 1629.70	Distributor).
ES FOODS	o]lbs \$ 0.00	
GLOBAL FOOD SOLUTIONS	0]lbs \$	
J T M PROVISIONS	4640 lbs \$ 9976.00	
LAND O'LAKES INC	11025 lbs \$ 23703.75	
TABATCHNICK FINE FOODS INC	0]lbs \$	
TASTY BRANDS	olbs \$	
	0.00	
	z LM PT SKM Unfrz	Proc Pk
Entitlement will be ch	arged 1.77 per pound	

ALBIES FOOD	olbs \$	Full Truck = 41,125 Pounds *Note: Net Off Invoice (NOI)
PRODUCTS	0.00	applies to this product with the following exception: Sal's  Just Pizza distributes their own products and only
BAKE CRAFTERS FOOD COMPANY	0 lbs \$ 0.00	provides Fee For Service through Distributor.
CONAGRA FOODSERVICE	0 lbs \$ 0.00	
ES FOODS	0 lbs \$	
HIGH LINER	1133 lbs \$	-
FOODS	2005.41	
NARDONE BROS BAKING COMPANY	0 lbs \$ 0.00	
RICH PRODUCTS (Rich-Seapak Corp)	0]lbs \$	
S&F FOODS INC.	0 lbs \$ 0.00	
S.A. PIAZZA & ASSOCIATES	0 lbs \$ 0.00	
SAL'S JUST PIZZA / DOUBLE N INC	0 lbs \$	
SCHWAN'S FOOD SERVICE INC	0]lbs \$	
(Tony's)		_
TYSON FOODS INC	0 lbs \$ 0.00	
	eddar YEL Block -40LB	
Entitlement will be ch	arged 2.13 per pound	
MCI FOODS, INC.	0]lbs \$	Full Truck = 40,800 Pounds *NOTE: Net Off Invoice (NOI) applies to this product.
100022 CHEESE N	MOZ LM PART SKIM FR	Z LVS-8/6 LB (B042)
Entitlement will be ch	arged 1.73 per pound	
DEL REAL FOODS	0 lbs \$ 0.00	Full Truck = 40,320 Pounds *Note: Net Off Invoice (NOI) applies to this product.
100332 TOMATO	PASTE FOR BULK PRO	CESSING (A245)
Entitlement will be ch	arged 0.61 per pound	
KRAFT HEINZ FOOD COMPANY	0]lbs \$	Full Truck = 39,900 Pounds *Note: Net Off Invoice (NOI) applies to this product. Process bulk tomato paste into
NARDONE BROS BAKING COMPANY	0 lbs \$ 0.00	RTU tomato products, ex. ketchup and spaghetti sauce.
RED GOLD	0 lbs \$	
S&F FOODS INC.	0 lbs \$	
SCHWAN'S FOOD	0.00]	-
SERVICE INC (Tony's)	0.00	
	BULK FOR PROCESS FR	Z (A232)
Entitlement will be ch		
McCAIN FOODS	18035 lbs \$ 3065.95	Full Truck = 40,000 Pounds *Note: Net Off Invoice (NOI) applies to this product.
100980 SWEET P	OTATO BULK FRESH P	ROC (A212)
Entitlement will be ch	arged 0.18 per pound	
McCAIN FOODS	0 lbs \$ 0.00	Full Truck = 40,000 Pounds *Note: Net Off Invoice (NOI) applies to this product.
	ARBANZO CAN-6/10 (A	089)
Entitlement will be ch	arged 0.45 per pound	
NATIONAL FOOD GROUP	0 lbs \$ 0.00	Full Truck = 34,992 Pounds *Note: Net Off Invoice (NOI) applies to this product.
110149 APPLES FO	OR PROCESSING	JL.
	arged 0.37 per pound	
	8	

School N	diffilon- District/School Resor	urces - Massachusetts Department of Elementary and Secondary					
CHERRY CENTRAL	0]lbs \$ 0.00	Full Truck = 39,600 Pounds *Note: Net Off Invoice (NOI) applies to this product.					
NATIONAL FOOD GROUP	0]lbs \$ 0.00						
PETERSON FARMS	0]lbs \$ 0.00						
100299 CHERRIES	S TART DRIED PKG-4/4	LB (A293)					
Entitlement will be cha	arged 4.75 per pound						
CHERRY CENTRAL	0]lbs \$ 0.00	Full Truck = 29,568 Pounds *Note: Net Off Invoice (NOI) applies to this product. Process cherries into individual packages of dried cherries.					
110860 STRAWBE	RRY SLICES UNSWT.F.	RZ IQF 6/5 LB PKG					
Entitlement will be cha	arged 1.58 per pound						
TABATCHNICK FINE FOODS INC	0]lbs \$ 0.00	Full Truck = 49,600 Pounds *Note: Net Off Invoice (NOI) applies to this product. Process strawberries into frozen strawberry cups.					
100212 MIXED FRUIT EXLT CAN-6/10 (A470)							
Entitlement will be charged 1.10 per pound							
NATIONAL FOOD GROUP	0]lbs \$ 0.00	Full Truck = 36,252 Pounds *Note: Net Off Invoice (NOI) applies to this product.					
100220 PEACHES	CLING DICED CAN-6/1	o (A409)					
Entitlement will be cha	arged 1.14 per pound						
NATIONAL FOOD GROUP	0]lbs \$ 0.00	Full Truck = 36,252 Pounds *Note: Net Off Invoice (NOI) applies to this product.					
Sponsor not participating							

If you are requesting pounds for processing, please return this form no later than Close of Business (COB) Wednesday, March 12, 2025. This form commits you to the processor(s) you have selected for the entire 2025-26 school year, unless insufficient responses are received for diversion to the processor(s).

Remember to "SAVE" and "SUBMIT". The drop-down menu at the top of the page will change from "2025-26 survey (IN PROCESS)" to "2025-26 survey (SUBMITTED)" when completed.

Massachusetts Department of Elementary & Secondary Education

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# FOOD SERVICE AGREEMENT

This FOOD SERVICE AGREEMENT ("<u>Agreement</u>") is made as of \_\_\_\_\_\_\_, 2022, by and between the **EVERETT PUBLIC SCHOOLS** (the "<u>School Food Authority</u>" or "<u>SFA</u>"), having a principal place of operations at 121 Vine Street, Everett, MA 02149, and **WHITSONS NUTRITION, LLC**, having a principal place of business at 1800 Motor Parkway, Islandia, New York ("<u>Whitsons</u>" or "<u>FSMC</u>"). The SFA and Whitsons are each referred to herein as a "<u>Party</u>" and, collectively, as the "<u>Parties</u>".

- A. The SFA has advertised for and has solicited proposals pursuant to a Request for Proposal ("<u>RFP</u>") 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 "<u>Facility</u>").
- 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 <u>Appointment of Whitsons</u>. 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 <u>General Purpose</u>. 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 <u>Independent Contractor</u>. 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 <u>Regulation and Access</u>. 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 <u>Contract Documents</u>. 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:

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

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

<u>Charge</u>: A fee established by Whitsons for goods or services provided by Whitsons.

<u>Deficit</u>: The excess of the total of Operating Expenses and Management & Administrative Fees over Net Sales.

<u>Equivalency Factor</u>: The amount of \$3.97 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.

<u>Food Service Program</u>: 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.

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.

<u>Gross Hourly Wages</u>: The total wages earned by an hourly employee (including overtime) without deducting taxes or other items.

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

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

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

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.

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

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.

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.

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, information systems or software fees, 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.

Pattern Meal: A meal eligible for government reimbursement.

<u>Smallwares</u>: Dishware, glassware, flatware, utensils and similar items used in connection with the Food Service Program.

<u>Surplus</u>: 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 the period beginning on \_\_\_\_\_\_\_, 2022 and continuing until June 30, 2023 (the "Initial Term") unless terminated by either Party as hereinafter provided. The Parties may by mutual agreement renew this Agreement for up to two (2) successive one (1) year renewal periods, commencing on July 1 of one year and ending on June 30 of the following year (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 <u>Termination</u>. 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)]
- 2.3 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, weather and energy related closings, governmental rules, and regulations or like causes beyond the reasonable control of such party or the damage or destruction of real or personal property of such causes.
- 3.4 <u>Penalty Provision for Breach</u>. 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: (i) for a first violation, a written reprimand; (ii) for a second violation, a \$25.00 penalty; or (iii) for a third violation, a \$50.00 penalty. For the purposes of the foregoing, a single violation means an event of the same or similar kind, no matter the duration or numbers of personnel, equipment, students or meals involved. [7 CFR 210.16(b)b); 7 CFR Part 3016]

# SECTION 4. MANAGEMENT SERVICES & SPECIAL FUNCTIONS

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

# SECTION 5. FOOD SERVICE; FSMC RESPONSIBILITIES

- 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 paid 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 <u>Food Committee and Advisory Board</u>. 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 ("<u>Advisory Board</u>") 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 <u>Nutrition Education</u>. 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 <u>Resource Management (Compliance with Revenue from non-program foods)</u>: 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; Civil Rights. (a) 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 including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; M.G.L. c. 151B, and any additions or amendments thereto. [7 CFR 3016.36(i)]
- (b) Both the SFA and FSMC agree to the following requirements as outlined in the USDA Nondiscrimination Statement below:
- (i) In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
- (ii) Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
- (iii) To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint\_filing\_cust.html, and at any USDA office, or write a letter

addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

(2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(5) email. program.make@usda.gov.

This institution is an equal opportunity provider.

- 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 <u>SFA employees</u>. 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 <u>Background Checks</u>. 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. 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 <u>Regulations</u>. 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.
- 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 <u>Emergency Devices</u>. 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 <u>Student Workers</u>. The use of student workers or students enrolled in the SFA is prohibited without prior SFA approval.
- 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 be 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 <u>Facilities and Equipment</u>. 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 <u>Condition of Facilities and Equipment</u>. 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 <u>Utilities</u>. 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 <u>Extracurricular Activities</u>. 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

- 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 <u>Cleaning</u>. 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, 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. The foregoing notwithstanding, the FSMC will only be responsible: (a) with respect to walls, for cleaning walls to a height of six (6) feet, (b) with respect to vents and ducts, for cleaning same below ceiling level, and (c) with respect to hoods, for cleaning the exterior of hoods only.]

8.3 <u>Sanitation; Trash Removal; Recycling</u>. 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 <u>Inventory</u>. Whitsons shall purchase, on the SFA's behalf, all food and other supplies required under this Agreement. Such food and supplies shall be kept separate and apart and title thereto shall remain with the SFA at all times. Whitsons and SFA shall jointly take inventory of all purchased food and supplies at both the beginning and the end of this Agreement. The SFA shall have access to the purchase records of the food purchased for review and audit as deemed necessary in the judgment of the SFA.
  - 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 <u>Purchasing</u>. 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, the

Company 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):
  - i) Price of the domestic food product; and
  - ii) 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 <u>Rebates</u>. 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 <u>Consolidation of Account</u>. 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 <u>Availability of Records</u>. 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 <u>Reimbursement Records</u>. 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 at least monthly or more frequently as specified by the SFA. [7 CFR 210.16(c)(1)]
- 10.4 <u>Revenue Records</u>. 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 <u>Invoice Statement</u>. 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 <u>Detailed Description</u>. 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 <u>General Provisions</u>. 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.
- Operating Expenses. Whitsons will charge and invoice the SFA monthly a sum not to 11.2 exceed the amount necessary and reasonable to cover Whitsons' Operating Expenses (as defined in Section 2 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 30 days of receipt. Whitsons will provide a reconciled monthly statement with costs listed in the following categories: (i) Operating Expenses, and (ii) Management Fee and Administrative 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 <u>Rebates</u>. 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.

- Administrative and Management Fee; Invoicing. During the Initial Term, Whitsons shall charge SFA, and SFA shall pay Whitsons, an annual Administrative Fee of (collectively, the "Food Service Program Fee"). The Food Service Program Fee shall be invoiced on a monthly basis, starting on September 1, and shall be due and payable in ten (10) equal monthly installments within forty-five (45) days of receipt of invoice, together with the invoiced Operating Expenses. 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. Whitsons shall be entitled to charge the SFA a late payment fee on any invoiced amount that is past due, at rate (the "Interest Rate") that is the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate allowed by law, provided that such late payment fee shall be paid from the SFA's General Funds and not from the non-profit food service account. 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 ("<u>CPI</u>"), as published on the date the renewal is prepared for the immediately ended school year.
  - Food Service Program. Whitsons and SFA shall work together to ensure a financially sound at a Surplus of for the school year ending June 30, 2023, before accounting for the cost of repairs or any other expense outside of Whitsons' reasonable control (the "Guarantee"). If necessary, Whitsons will reduce its Food Service Program Fee to achieve said Guarantee. 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 100% of its 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 <u>Assumptions</u>. 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 180 days for Breakfast and 180 days for Lunch;
- (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 7,559 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) 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;
- (xi) 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, including breakfast in the classroom;
- (xii) there shall be no competitive food and beverage sales immediately prior to, after or during the meal service times, and the SFA shall fully cooperate with 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;

- (xiii) the SFA shall provide a vehicle for Whitsons' use in connection with the Food Service Program, free of charge, during the Term and Whitsons shall only be responsible for oil and gas for said vehicle;
- (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; and
- (xvii) There shall be no change in any other operational parameters set forth in the RFP or in any other assumptions contained in the Proposal that would have a material adverse effect on the Guarantee.

In the event the foregoing conditions 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 <u>Surplus Revenues</u>. 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 <u>Benefit of SFA Only</u>. 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 <u>Proper Use and Handling</u>. 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])
- 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

- 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, 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.
- 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.
- Whitsons shall maintain in force at all times during which services are to be performed 13.3 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 One Million Dollars (\$1,000,000.00) 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 polices. 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 Workers' Compensation: Liability Limit \$1,000,000

**Statutory Limits** 

Employers Liability:

\$1,000,000 each accident \$1,000,000 disease policy

\$1,000,000 disease accident limit

- 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.
- The SFA shall obtain and maintain insurance for the Facility, service equipment, offices and utilities against risks covered by standard forms of fire, theft and extended coverage in such amounts under such policies as appropriate.
- Limitation of Liability. Notwithstanding anything contained in this Agreement to the 13.6 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 <u>Advisory Board</u>. 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 <u>Health Certification</u>. 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 <u>Control of Food Service Program; Pricing.</u> 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 <u>Food Specifications</u>. 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 <u>Menu Cycle</u>. 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 <u>Signature Authority</u>. 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 <u>Internal Controls</u>. The SFA shall establish internal controls which ensure the accuracy of lunch counts prior to the submission of the monthly Claim of Reimbursement. At a minimum, the SFA shall: (i) review worksheets and make comparisons of daily free, reduced price, and paid lunch counts against data which will assist in the identification of lunch counts in excess of the number of free, reduced price and paid lunches served each day to children eligible for such lunches; (ii) develop and implement a system for follow-up on those lunch counts which suggest the likelihood of lunch counting problems; and (iii) conduct an on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA. [7 CFR 210.8(a)]
- 14.8 <u>Reimbursement Claims</u>. The SFA shall be responsible for signing reimbursement claims. This responsibility cannot be delegated to Whitsons. [7 CFR 210.16(a)(5)]
- 14.9 <u>Contractual Responsibility</u>. 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 <u>Financial Responsibility</u>. 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 <u>Program Review</u>. 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 <u>Parent Letters</u>. 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 <u>Verifying Free & Reduced Meal Applications</u>. 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 <u>USDA-Donated Food</u>. 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 <u>Losses</u>. 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 <u>Inventory</u>. 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 <u>Fixture Repairs</u>. 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 <u>Utilities</u>. 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 <u>Food Service Areas</u>. 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 <u>Toilet Facilities</u>. The SFA shall make available sanitary and adequate toilet and handwashing 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 <u>Lactation Space</u>. 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, in compliance with applicable laws.

#### SECTION 15. HEALTH CERTIFICATION

- 15.1 <u>Health Certification</u>. 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 <u>Safety Regulations</u>. 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, 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 <u>Debarment/Suspension Certificate</u>. 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 <u>Location of Certificate</u>. 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 <u>Independent Price Certification</u>. 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 <u>Certificate of Independent Price Determination</u>. 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 <u>Lobbying Certification</u>. Whitsons will sign and submit a certification regarding lobbying which conforms in substance with and all applicable state laws. [7 CFR 3018]
- 19.2 <u>Location of Certification</u>. 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 <u>Disclosure of Lobbying Activities</u>. Whitsons shall disclose lobbying activities in connection with school nutrition programs. [7 CFR 3018]
- 19.4 <u>Certifications</u>. (a) 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.

- (b) Whitsons shall comply with M.G.L. c. 268A, the Commonwealth's Conflict of Interest Law.
- (c) Whitsons hereby certifies under penalties of perjury that its Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- (d) Whitsons certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
- (e) Whitsons certifies that, to the best of its knowledge, no consultant to or subcontractor for Whitsons has given, offered or agreed to give any gift, contribution or offer of employment to the SFA, or to any other person, corporation, or entity as an inducement for, or in connection with, the award of this Agreement.
- (f) Whitsons certifies that no person, corporation or other entity, other than a bona fide full time employee, has been retained or hired by Whitsons to solicit for or in any way assist it in obtaining this contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to Whitsons.
- (g) 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 <u>Governing Law.</u> 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 <u>Entire Agreement</u>. 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 <u>Severability</u>. 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 <u>Assignment</u>. 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 <u>Captions</u>. 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 <u>Construction and Effect</u>. 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, trade marks, 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 <u>Notices</u>. 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:

**Everett Public Schools** 

ATTN: Charles Obremski, Asst. Superintendent of Business Affairs

121 Vine Street, Everett, MA 02149

Email: cobremski@everett.k12.ma.us

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 <u>Waiver of Recovery</u>. 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 <u>Remedies</u>. 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.
- 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 <u>Counterparts</u>. 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, such renewal shall constitute SFA's representation and warranty 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.

By:    Composition of the control of	Ry:  Name: Robert Moreschi  Title: Chief Procurement Officer  Date:    Solution   Soluti
APPROVED MAYOR  By: Mayor (arlo DeMaria  Name: Carlo De Maria, Jr.  Title: Mayor 9/14/2022  Dated:	By:
By:	Certifying funds available to execute and perform this Agreement:  By:  Evic Demas  Name: Eric Demas  Title: Auditor/CFO  Account No.:  Dated:  8/30/2022

#### AMENDMENT NO. 2

TO

#### EVERETT PUBLIC SCHOOLS FOOD SERVICE AGREEMENT

THIS AMENDMENT No. 2 ("Amendment"), dated as of April 18, 2024 is between EVERETT PUBLIC SCHOOLS ("SFA") and WHITSONS NUTRITION, LLC ("FSMC", and collectively with SFA, the "Parties").

#### WITNESSETH:

WHEREAS, the Parties entered into a certain agreement, dated as of August 30, 2022 ("Agreement"), pursuant to which FSMC was engaged to manage and operate the SFA's food service operation in Everett, MA.

WHEREAS, Section 3.1 of the Agreement contemplates that the SFA shall have the option to extend the Agreement for two (2) 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:
<ol> <li>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.</li> </ol>
2. Section 11.4 of the Agreement is hereby amended to reflect a new Administrative Fee of payable in ten (10) equal monthly installments (and a new Management Fee of payable in ten (10) equal monthly installments (and a new Administrative and Management fees reflect a 4.6% increase in the March U.S. Consumer Price Index – Food Away from Home, Northeast Urban over the prior fiscal year.
3. The Guarantee set forth in Section 11.5 of the Agreement will remain at a surplus amount of for school year 2024-2025.
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.
<ol> <li>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.</li> </ol>

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

By:	By: By:
Name(printed): Carlo DeMaria	Name(printed):Beth Bunster
Title: Mayor	Title:Chief Financial Officer

## WHITSON'S FOOD MANAGEMENT SERVICES CONTRACT

In WITNESS WHEREOF the parties have here to set have executed this agreement that day and year first written above.

## CITY OF EVERETT:

William D. Hart	8/8/2024					
William D. Hart	Date Signed					
Superintendent						
DocuSigned by:						
Eric Demas	8/8/2024					
288FD47D5AC5490	Date Signed					
Eric Demas Chief Financial Officer/City Auditor						
Chief Financial Officer/City Auditor						
DocuSigned by:						
am	8/8/2024					
Colleen Mejia, Esq.	Date Signed					
City Solicitor						



## **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

Food Establishment Inspection Report								
Establishment: Everett High School	Date: 2-25-7025 Page 1 of 7							
Address: 100 ELM 5 T	Time in: 1245 Am Time out: 130 pm							
Telephone: 617 389-7950 Permit No.: 2994	Number of Violated Provisions Related							
Owner: Everett sublic Schools	to Foodborne Illness Risk Factors and Interventions (Items 1 through 29):							
Person-in-charge: Rob Worscha. Frod Why 7	Number of Repeat Violations Related							
Inspector: Louis & Statefier	to Foodborne Illness Risk Factors and Interventions (Items 1 through 29):							
FOODBORNE ILLNESS RISK FACTORS	AND PUBLIC HEALTH INTERVENTIONS							
IN = in compliance OUT= out of compliance N/O = not observed N/A = not	t applicable COS = corrected on-site during inspection R = repeat violation							
Compliance Status IN OUT N/A N/O COS R	Compliance Status IN OUT N/A N/O COS R							
Supervision	Protection from Contamination							
Person-in-charge present, demonstrates knowledge, and performs duties	15 Food separated and protected							
2 Certified Food Protection Manager	Food-contact surfaces; cleaned & sanitized							
Employee Health	Proper disposition of returned,							
Management, food employee and conditional employee; knowledge,	17 previously served, reconditioned & / unsafe food							
responsibilities and reporting	Time/Temperature Control for Safety							
4 Proper use of restriction and exclusion X	18 Proper cooking time & temperatures							
Procedures for responding to vomiting and diarrheal events	Proper reheating procedures for hot holding							
Good Hygienic Practices	20 Proper cooling time and temperature							
Proper eating, tasting, drinking, or	21 Proper hot holding temperature							
tobacco use	22 Proper cold holding temperature							
7 No discharge from eyes, nose, and mouth	23 Proper date marking and disposition							
Preventing Contamination by Hands	24 Time as a Public Health Control							
8 Hands clean & properly washed	Consumer Advisory							
9 No bare hand contact with ready-to-eat food	Consumer advisory provided for raw / undercooked food							
Adequate handwashing sinks properly	Highly Susceptible Populations							
supplied and accessible	Pasteurized foods used; prohibited foods 17 not offered							
Approved Source	Food/Color Additives and Toxic Substances							
11 Food obtained from approved source	Food additives: approved & properly							
12 Food received at proper temperature	used V used							
Food received in good condition, safe, & unadulterated	Toxic substances properly identified, stored & used							
Required records available: shellstock tags, parasite destruction	Conformance with Approved Procedures							
lags, parasite destruction	Compliance with variance / specialized process / HACCP Plan							
Official Order for Correction: Based on an inspection today, the iterapplicable sections of the 2013 FDA Food Code. This report, when s an order of the Board of Health. Failure to correct violations cited in t establishment permit and cessation of food establishment operations renewal pursuant to 105 CMR 590.000 you may request a hearing be Date of Reinspection:  Discussion with Person-in-Charge:	ms marked "OUT" indicated violations of 105 CMR 590.000 and igned below by a Board of Health member or its agent constitutes his report may result in suspension or revocation of the food. If you are subject to a notice of suspension, revocation, or non-							
Signature of Person-in-Charge:	Date: 3/11/2025							
Signature of Inspector:	Date: 3/3/2025							
MDPH report form – 10/5/18 version	and of the second							



## **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

484 Broadway, Everett MA 02149 • Tel: 617-394-2264 • Fax: 617-394-2433

Esta	ablishment: Evereft Hr	h	Schoe	1	Date: 2-75-2025	-	Pag	e 2	of Z	-
924	GOOD RETAIL				CHUSETTS-ONLY SECTIONS					
IN =	in compliance OUT= out of compliance N/G					on F	₹ = r	epeaf	t violal	tion
	Compliance Status	IN OUT N/A			Compliance Status				v/o cos	
	Safe Food and Water	,		Warewashing facilities: installed,						
30	Pasteurized eggs used where			10	maintained, & used; test strips			-		+
	required			49	Non-food contact surfaces clean	6				
31	Water & ice from approved source	X		2 3	Physical Facilities					
32	Variance obtained for specialized processing methods	A		50	Hot & cold water available; adequate pressure	K				
<u>a</u> m	Food Temperature Contro	i		51	Plumbing installed; proper backflow	X				
	Proper cooling methods used;				devices	-	-			+
	adequate equipment for temperature control	$\sim$		52	Sewage & waste water properly disposed	X				
	Plant food properly cooked for hot			53	Toilet features: properly	~				
34	holding	X		-00	constructed, supplied, & cleaned		_			
	Approved thawing methods used	X		54	Garbage & refuse properly disposed; facilities maintained	×				
36	Thermometers provided & accurate				Physical facilities installed,		1	-		+
77 28	Food Identification			55	maintained, & clean		X			
37	Food properly labeled; original container			50	Adequate ventilation & lighting;					
	Prevention of Food Contamin	ation		56	designated areas used	1				
114934	Insects, rodents, & animals not				Additional Requirements listed in 105	CM	R 59	0.01	1	
38	present	X		M1	Anti-choking procedures in food service establishment	X				
39	Contamination prevented during food preparation, storage and	1		M2	Food allergy awareness	X				
39	display	X			Review of Retail Operations listed in 10	05 C	MR !	590.0	110	
40	Personal cleanliness	1		M3	Caterer					
	Wiping cloths: properly used &	1		M4	Mobile Food Operation					
41	stored	4		M5	Temporary Food Establishment					
42	Washing fruits & vegetables	4		M6	Public Market; Farmers Market					
	Proper Use of Utensils			M7	Residential Kitchen; Bed-and-					
43	In-use utensils properly stored	4		1417	Breakfast Operation			_		
44	Utensils, equipment & linens: properly stored, dried, & handled	4		M8	Residential Kitchen: Cottage Food Operation					
45	Single-use / single-service articles: properly stored & used	/		M9	School Kitchen; USDA Nutrition Program	X				
16	Gloves used properly	1		M10	Leased Commercial Kitchen					
40	Utensils, Equipment and Ver	dina			Innovative Operation					
	Food & non-food contact surfaces				Local Requirements			5 4 1		
47	cleanable, properly designed,	V		L1	Local law or regulation					
	constructed & used	15		L2	Other					
Tv	pe of Operation(s): Type of Ins	pection:	Other Inform	natio	on:	-	-			
	Food Service Establishment Routine									
	Retail Food Store   Re-inspection									
	□ Residential: Cottage Foods □ Pre-operational □ Residential; Bed & □ Illness investigation									
Bre	Breakfast General complaint									
1	☐ Mobile/Pushcart ☐ HACCP									
	☐ Temporary Food Estab. ☐ Other ☐ Other									
	nature of Person-in-Charge:				Date	<b>)</b> :				
Sig	Signature of Inspector.  Date: 2-25-25									
MD	MDPH report form – 10/9/18 version									



### **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

Food Establishment Inspection Report								
Establishment: Dzyews School	Date: 3/4/25 Page 1 of							
Address: ZZ Church St	Time in: // 5 5 mm Time out: 12 4/3 mm							
Telephone: (611) 387-4614   Permit No.: 555 Z9	Number of Violated Provisions Related to Foodborne Illness Risk Factors and Interventions (Items 1 through 29):							
Owner: Eyers H Public Schools								
Person-in-charge: Servois Rob Marchi Fad. Whils one Inspector: Louis E Stapper	to Foodborne Illness Risk Factors and Interventions (Items 1 through 29):							
FOODBORNE ILLNESS RISK FACTORS AN								
IN = in compliance OUT= out of compliance N/O = not observed N/A = not applicable COS = corrected on-site during inspection R = repeat								
Compliance Status	Compliance Status							
Supervision	Protection from Contamination							
	5 Food separated and protected							
knowledge, and performs duties	6 Food-contact surfaces; cleaned &							
2 Certified Food Protection Manager	Sanitized							
Employee Health  Management, food employee and 3 conditional employee; knowledge,	Proper disposition of returned, 7 previously served, reconditioned & unsafe food							
responsibilities and reporting	Time/Temperature Control for Safety							
4 Proper use of restriction and exclusion X	8 Proper cooking time & temperatures							
5 Procedures for responding to vomiting and diarrheal events	Proper reheating procedures for hot holding							
	Proper cooling time and temperature							
	1 Proper hot holding temperature							
O tabasas usa	2 Proper cold holding temperature /// //							
7 No discharge from eyes, nose, and	3 Proper date marking and disposition							
mouth 2	4 Time as a Public Health Control							
Preventing Contamination by Hands	Consumer Advisory							
8 Hands clean & properly washed	Consumer advisory provided for raw /							
9 No bare hand contact with ready-to-eat food	undercooked food							
	Highly Susceptible Populations							
supplied and accessible 26	Pasteurized foods used; prohibited foods not offered							
Approved Source	Food/Color Additives and Toxic Substances							
11 Food obtained from approved source X 21 Food received at proper temperature X 22	Food additives: approved & properly							
13 Food received in good condition, safe, & X	used							
junadulterated   '	Toxic substances properly identified, stored & used							
Required records available: shellstock tags, parasite destruction	Conformance with Approved Procedures							
tags, parasite destruction 29	Compliance with variance / specialized process / HACCP Plan							
Official Order for Correction: Based on an inspection today, the items applicable sections of the 2013 FDA Food Code. This report, when sign an order of the Board of Health. Failure to correct violations cited in this establishment permit and cessation of food establishment operations. If renewal pursuant to 105 CMR 590.000 you may request a hearing before	marked "OUT" indicated violations of 105 CMR 590.000 and ed below by a Board of Health member or its agent constitutes report may result in suspension or revocation of the food you are subject to a notice of suspension, revocation, or non-							
Date of Reinspection: Discussion with Person-in-Charge:								
Signature of Person-in-Charge:	Date: 3/11/25							
Signature of Inspector:  Date:								
MDPH report form – 10/5/18 version	3/// 2003							



## **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

484 Broadway, Everett MA 02149 · Tel: 617-394-2264 · Fax: 617-394-2433

Esta	Establishment: Devems School. Date: 3/4/2025 Page 2 of											
GOOD RETAIL PRACTICES AND MASSACHUSETTS-ONLY SECTIONS												
IN:	in compliance OUT= out of compliance N/	O = not	obse	rved N	/A = not ap	plica	able COS = corrected on-site during inspection	on	R = r	epea	at vic	lation
	Compliance Status		4	N/O COS			Compliance Status					
	O-f- Fd and Mater					Warewashing facilities: installed,						
	Pasteurized eggs used where	V				, ,	maintained, & used; test strips	5				
30	required	Λ				49	Non-food contact surfaces clean	X				
31	Water & ice from approved source						Physical Facilities					
32	Variance obtained for specialized		X				Hot & cold water available;	X				
SZ	processing methods		1				adequate pressure					
	Food Temperature Contr	ol	_			51 1	Plumbing installed; proper backflow devices	X				
	Proper cooling methods used;	J					Sewage & waste water properly	-				
33	adequate equipment for	1					disposed	X				
	temperature control Plant food properly cooked for hot						Toilet features: properly	1				
34	holding	X					constructed, supplied, & cleaned	~				
35	Approved thawing methods used	1x				54	Garbage & refuse properly	×				
	Thermometers provided & accurate	X					disposed; facilities maintained	-				
00	Food Identification						Physical facilities installed,	X				
	Food properly labeled; original	X					maintained, & clean					
37	container	N					Adequate ventilation & lighting;	X				
Prevention of Food Contamination						designated areas used  Additional Requirements listed in 10	CIV	IR 50	90.0	11		
38	Insects, rodents, & animals not	V			-		Anti-choking procedures in food			0.0	-	
30	present						service establishment	X				
					Food allergy awareness	X						
39					Review of Retail Operations listed in 1	05 C	MR	590.	010	,		
40	display Personal cleanliness	X				M3	Caterer					
40	Wiping cloths: properly used &				<del></del>		Mobile Food Operation					
41	stored SANI BULKETS	X				M5	Temporary Food Establishment					
42	Washing fruits & vegetables	X				M6	Public Market; Farmers Market					
12	Proper Use of Utensils				-		Residential Kitchen; Bed-and-					
43	In-use utensils properly stored	X				IVI7	Breakfast Operation					
	Utensils, equipment & linens:					M8	Residential Kitchen: Cottage Food					
44	properly stored, dried, & handled	X					Operation	1	-			
45	Single-use / single-service articles:	X				M9	School Kitchen; USDA Nutrition	X				
	properly stored & used						Program Leased Commercial Kitchen					
46	Gloves used properly	X					Innovative Operation					
	Utensils, Equipment and Ve	nding			_	VIII	Local Requirements					
17	Food & non-food contact surfaces	X				1.1	Local law or regulation					
4/	cleanable, properly designed, constructed & used	1			1 1 1		Other					
				04				1	J			
Ty	pe of Operation(s): Type of Ins	pection	on:	Otne	r Inform	auc	on:					
A	Food Service Establishment Retail Food Store	on										
	Residential: Cottage Foods	onal										
	Residential; Bed &											
Breakfast General complaint HACCP												
	Temporary Food Estab.											
	Other					) /	Dat	01 5	7	,	-	
Sig	Signature of Person-in-Charge: Date: 3/11/25											
Sic	inature of Inspector:	17		0		/	Dat	e:	3/	41	25	25
1	V = E May											



MDPH report form – 10/5/18 ye sion

### THE COMMONWEALTH OF MASSACHUSETTS

### **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

Food Establishment Inspect	ion Report							
Establishment: Googe Keverie	Date: 3 - 3 - 3	Date: 3 - 3 - 3 Page 1 of 3						
Address: 20 Nichols 5t	Time in: 10:00 4-m Time out	: 11:05 Am						
Telephone: (41) 37-4614 Per Owner: Everett Public Sch	rmit No.: 655	Number of Violated Provisions Rel to Foodborne Illness Risk Fac and Interventions (Items 1 through	ctors					
Person-in-charge: Rob Miresti school		·	The same of the sa					
	S Nicion	to i bodboirie lilitess i tisk i ac						
Inspector: Louis E SHAFFeer	C DICK EACTOR	and Interventions (Items 1 through  B AND PUBLIC HEALTH INTERVENTIONS	29):					
	The second secon	not applicable COS = corrected on-site during inspection	P = repeat violation					
IN = in compliance OUT = out of compliance N/O	= not observed N/A =	not applicable COS – corrected on-site during inspection	x - repeat violation					
Compliance Status	IN OUT N/A N/O COS R	Compliance Status	IN OUT N/A N/O COS R					
Supervision		Protection from Contamination						
Person-in-charge present, demonstrates		15 Food separated and protected						
knowledge, and performs duties		Food-contact surfaces; cleaned &	X					
2 Certified Food Protection Manager		sanitized						
Employee Health		Proper disposition of returned, 17 previously served, reconditioned &	X S					
Management, food employee and 3 conditional employee; knowledge,		unsafe food						
responsibilities and reporting		Time/Temperature Control for Safe	ety					
4 Proper use of restriction and exclusion	X	18 Proper cooking time & temperatures						
5 Procedures for responding to vomiting and diarrheal events	X	Proper reheating procedures for hot holding	X					
Good Hygienic Practices		20 Proper cooling time and temperature	×					
Proper eating, tasting, drinking, or	X	21 Proper hot holding temperature 150'	V					
tobacco use		22 Proper cold holding temperature	X					
No discharge from eyes, nose, and	X	23 Proper date marking and disposition	X					
mouth  Preventing Contamination by Ha	nda	24 Time as a Public Health Control						
8 Hands clean & properly washed	IN I	Consumer Advisory						
No bare hand contact with ready-to-eat	X	Consumer advisory provided for raw / undercooked food	Y					
Adagusta handwashing sinks properly		Highly Susceptible Populations						
Adequate handwashing sinks properly supplied and accessible	X	Pasteurized foods used; prohibited foods not offered	X					
Approved Source		Food/Color Additives and Toxic Subst	ances					
11 Food obtained from approved source 12 Food received at proper temperature		Food additives: approved & properly	X					
Food received at proper temperature		used						
Food received in good condition, safe, & unadulterated	X	Toxic substances properly identified, stored & used	X					
Required records available: shellstock tags, parasite destruction	X	Conformance with Approved Proced	ures					
tago, parasito dostraction		29 Compliance with variance / specialized process / HACCP Plan	X					
Official Order for Correction: Based on an inspection today, the items marked "OUT" indicated violations of 105 CMR 590.000 and applicable sections of the 2013 FDA Food Code. This report, when signed below by a Board of Health member or its agent constitutes an order of the Board of Health. Failure to correct violations cited in this report may result in suspension or revocation of the food establishment permit and cessation of food establishment operations. If you are subject to a notice of suspension, revocation, or non-renewal pursuant to 105 CMR 590.000 you may request a hearing before the board of health in accordance with 105 CMR 590.015(B).  Date of Reinspection:  Discussion with Person-in-Charge:								
Signature of Person-in-Charge: Date: 3/11/2.5								
Signature of Inspector:	110	Date:	,13/25					



## **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

484 Broadway, Everett MA 02149 · Tel: 617-394-2264 · Fax: 617-394-2433

Est	ablishment: Ceorge K	cocri	AH SI	a ho		3/3/25	F	⊃ag	je 2	of.	3
	GOOD RETAIL PRACTICES AND MASSACHUSETTS-ONLY SECTIONS										
IN	in compliance OUT= out of compliance Na	O = not obse	erved N/A = no	ot applic	able COS = corrected	d on-site during inspecti	ion R	( = n	epea	at vic	olation
	Compliance Status	IN OUT N/A	N/O COS R		Compliance		IN C	DUT	N/A	N/O	COS R
	Safe Food and Water Pasteurized eggs used where			48	Warewashing fact maintained, & use		X				
30	required			49	Non-food contact	surfaces clean	X				
31	Water & ice from approved source	X				Physical Facilities					
32	Variance obtained for specialized processing methods	X		50	Hot & cold water a adequate pressur		X				
	Food Temperature Contr	ol		51		d; proper backflow	X				
	Proper cooling methods used;				devices			-	-		
33	adequate equipment for temperature control	X			Sewage & waste disposed	water properly	X				
34	Plant food properly cooked for hot holding	×		53	Toilet features: pr constructed, supp		X				
35	Approved thawing methods used	X		54	Garbage & refuse		X				
36	Thermometers provided & accurate	X			disposed; facilities		·V		,		
	Food Identification			55	Physical facilities maintained, & clea			X			
37	Food properly labeled; original	X			Adequate ventilati		C				-
	container  Prevention of Food Contamin	nation			designated areas		$\wedge$				
	Insects, rodents, & animals not	Tation 1			Additional Requ	irements listed in 105	5 CMF	₹ 59	0.01	1	
38	present			M1	Anti-choking proceservice establishn		X				
39	Contamination prevented during food preparation, storage and	X		M2	Food allergy awar		X				
	display				Review of Retail (	Operations listed in 10	05 CN	IR 5	90.0	110	
	Personal cleanliness	X		M3	Caterer						
41	Wiping cloths: properly used &	V		M4	Mobile Food Oper	ation					
	stored	2		-	Temporary Food I					_	
42	Washing fruits & vegetables	7			Public Market; Fa			_	_		
	Proper Use of Utensils	Vi			Residential Kitche						
	In-use utensils properly stored	~			Breakfast Operation			+	-	+	_
44	Utensils, equipment & linens: properly stored, dried, & handled	X		IVIO	Residential Kitche Operation						
45	Single-use / single-service articles: properly stored & used	X		M9	School Kitchen; U Program	SDA Nutrition	X				
	Gloves used properly	X		M10	Leased Commerc	ial Kitchen					
	Utensils, Equipment and Ver	nding		M11	Innovative Operat						
	Food & non-food contact surfaces	30				_ocal Requirements					
	cleanable, properly designed,				Local law or regul	ation		_	_	_	_
	constructed & used				Other						
	pe of Operation(s): Type of Ins	pection:	Other Info	rmatio	n:						
	ood Service Establishment Routine letail Food Store	n									
	tesidential: Cottage Foods	4									
	desidential; Bed &   Illness investigation	-									
	akfast	ıplaint									
	emporary Food Estab.	**********									
□ Other											
Sign	Signature of Person-in-Charge: Date: 3/11/25										
Sign	Signature of Inspector:										



### **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

tablishment:	orac Ko	verian School	Date:	3/3/25 Pag	ge <u>3</u> of <u>3</u>
Sada - S		Temperature Obser			
Item / Location	Temp (°F)	Item / Location	Temp (°F)	Item / Location	Temp (°F
			-		
				NUMBER OF STREET	
V. 1 .: '5		Observations and/or Corre			
em Section of Code	d in this report must	be corrected within the time frames  Description of		Section 8-405.11 of the Food	Date to Correct
mber	(1)			) ; , (	Date to Correct
5 6-50112	CLEANIN	ag Frequency	and 10	CStrictions.	
	(A) Phy	JOHL FACILITIE	5 5/14/1	BE Clemmed	
		THU AS NEERS	5314 4	O KEED THEM	
	a Masto				
	<i>-1</i>		> 1/	/	
	FIOUR	s Need to	DC RT	pt up	
	FC 14	Higher Stunda	Rd .		
	Clerty 15	ChINA AHA UNDE	STOVE	S ocquipinen c.	
	Floors	weed a Du	01	d	1
	7.14	HELD A DE	20 010	KAI AG , 311, 376	<u>C</u>
	W T	ine France T	D K	Discoursed.	X
	188				
				La	



## **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

Food Establishment Inspection Report	jud
Establishment: LAFAYTTE 5CHCOL	Date: 2/15 / 2025 Page 1 of 3
Address: 11) EDITH ST	Time in: Time out:
Telephone: (411) 381-4614 Permit No.: 56498	to roodbottle tilless Kisk ractors
Owner: Everett Poblic Sahos	
Inspector: Louis E Staffer	Number of Repeat Violations Related to Foodborne Illness Risk Factors and Interventions (Items 1 through 29):
FOODBORNE ILLNESS RISK FACTORS AI	ND PUBLIC HEALTH INTERVENTIONS
IN = in compliance OUT= out of compliance N/O = not observed N/A = not a	pplicable COS = corrected on-site during inspection R = repeat violation
Compliance Status IN OUT NA NIO COS R	Compliance Status IN OUT NIA NIO COS R
Supervision	Protection from Contamination
	15 Food separated and protected
knowledge, and performs duties	Food-contact surfaces; cleaned &
2 Certified Food Protection Manager	sanitized
Employee Health	Proper disposition of returned,
interior gottrotte, room of the property of th	17 previously served, reconditioned & unsafe food
3 conditional employee; knowledge, responsibilities and reporting	Time/Temperature Control for Safety
	18 Proper cooking time & temperatures
Procedures for responding to vomiting	Proper reheating procedures for hot
and diarrheal events	holding
Good Hygienic Practices	20 Proper cooling time and temperature
Proper eating, tasting, drinking, or	21 Proper hot holding temperature / 70° V
tobacco use	22 Proper cold holding temperature
7 No discharge from eyes, nose, and	23 Proper date marking and disposition
mouth Preventing Contamination by Hands	24 Time as a Public Health Control
Old and all and Old and and and and and and and and and an	Consumer Advisory
9 No bare hand contact with ready-to-eat	Consumer advisory provided for raw /
TOOG	Highly Susceptible Populations
Adequate handwashing sinks properly supplied and accessible	Pasteurized foods used; prohibited foods X
Approved Source	Food/Color Additives and Toxic Substances
11 Food obtained from approved source	Food additives: approved & properly
	used additives, approved a property
and an	Toxic substances properly identified, stored & used
Required records available: shellstock tags, parasite destruction	Conformance with Approved Procedures
	Compliance with variance / specialized process / HACCP Plan
Official Order for Correction: Based on an inspection today, the items applicable sections of the 2013 FDA Food Code. This report, when sign an order of the Board of Health. Failure to correct violations cited in this establishment permit and cessation of food establishment operations. I renewal pursuant to 105 CMR 590.000 you may request a hearing beform Date of Reinspection:  Discussion with Person-in-Charge:	s marked "OUT" indicated violations of 105 CMR 590.000 and ned below by a Board of Health member or its agent constitutes is report may result in suspension or revocation of the food f you are subject to a notice of suspension, revocation, or non-
Signature of Person-in-Charge:	Date: 3/((/)
Signature of Inspector:	Date: 2026



### THE COMMONWEALTH OF MASSACHUSETTS

## **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

Food Establishment Inspection Report				rt		2-25-25							
Establishment: LAFAYETTE SCherell			11			Date: 15/29	1	Pag	e 2	of:	5		
	GOOD RETAIL	PRA	CTIC	CES /	AND MA	SSA	CHUSETTS-ONLY SECTIONS						
INI							able COS = corrected on-site during inspection	on F	<b>?</b> = r	epea	at vic	olatio	on
114	Compliance Status			N/O CO			Compliance Status				1	cos	
	Safe Food and Water	1 10		1		-	Warewashing facilities: installed,	X					
	Pasteurized eggs used where	1	T	135		48	maintained, & used; test strips	()					
30	required	X				49	Non-food contact surfaces clean	X					
31	Water & ice from approved source	X					Physical Facilities	7					
	Variance obtained for specialized	/ 4	1./			50	Hot & cold water available;	X					
processing methods			X			50	adequate pressure	1					
	Food Temperature Contr	ol				51	Plumbing installed; proper backflow	K					
	Proper cooling methods used;					01	devices						
33	adequate equipment for	X,				52	Sewage & waste water properly	V					
	temperature control	1					disposed	V				_	
34	Plant food properly cooked for hot	V				53	Toilet features: properly	X					
	holding	^					constructed, supplied, & cleaned	1					
	Approved thawing methods used	X				54	Garbage & refuse properly disposed; facilities maintained	^					
36	Thermometers provided & accurate	X					Physical facilities installed,				1000		
	Food Identification					55	maintained, & clean		X				
37	Food properly labeled; original	X					Adequate ventilation & lighting;	1					
	container					56	designated areas used	X					
	Prevention of Food Contami	nation					Additional Requirements listed in 105	CM	R 59	0.0	11		
38	Insects, rodents, & animals not	X	35				Anti-choking procedures in food						
	present	1			_	M1	service establishment						
20	Contamination prevented during food preparation, storage and	6				M2	Food allergy awareness						
39 food preparation, storage and display						Review of Retail Operations listed in 1	05 C	MR	590.	010		-	
40	Personal cleanliness	V				МЗ	Caterer						
	Wiping cloths: properly used &	10				M4	Mobile Food Operation						
41	stored	X				M5	Temporary Food Establishment						
42	Washing fruits & vegetables	K				M6	Public Market; Farmers Market						
	Proper Use of Utensils	,				M7	Residential Kitchen; Bed-and-						
43	In-use utensils properly stored	X				100000	Breakfast Operation						_
4.4	Utensils, equipment & linens:	1	35			M8	Residential Kitchen: Cottage Food						
44	properly stored, dried, & handled	/				1110	Орегации	1					
45	Single-use / single-service articles:	X				M9	School Kitchen; USDA Nutrition	X					ĺ
40	properly stored & used	1				1 446	Program  Leased Commercial Kitchen						
46		X				-							
	Utensils, Equipment and Ve	nding		1 1		IVI	Innovative Operation						_
	Food & non-food contact surfaces	V				1.4	Local Requirements						
47	cleanable, properly designed,	~					Local law or regulation						
	constructed & used					L	Other						
	pe of Operation(s): Type of Ins	specti	ion:	Oth	er Infor	mati	on:						
	Food Service Establishment  Retail Food Store  Re-inspecti	OD.											
	Retail Food Store ☐ Re-inspecti Residential: Cottage Foods ☐ Pre-operation												
Residential: Cottage Poods   Pre-operational   Residential: Bed &   Illness investigation													
Breakfast													
☐ Mobile/Pushcart ☐ HACCP													
1	Temporary Food Estab.												
L	gnature of Person-in-Charge:	21		1	12		Date	e: 5	2/1		17	5.	
	7 9	1	7	//			Date	e:	11 1	11	-		
Sig	gnature of Inspector		5		-				3/2	5/	20	175	
	- in the interior												



### **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

484 Broadway, Everett MA 02149 • Tel: 617-394-2264 • Fax: 617-394-2433

1-1

				1.			
Food Establishm	ient Inspecti	on Report	2	1/25/25			
Establishment: LAFA	YETTE		Date: =	2/25/25	Page <u></u> of <u>\$</u>		
		Temperature Obs					
Item / Location	Temp (°F)	Item / Location	Temp (°F)	Item / Locatio	n Temp (°F)		

		Observations and/or Corrective Actions	
	Violations cited	in this report must be corrected within the time frames stated below or in Section 8-405.11 of the Food	Code
Item Number	Section of Code	Description of Violation	Date to Correct By
55	6-50/12	Deaning Frequency and Restrictions AD Physical Familities shall be departed as often as precessory to keep Them cherry	
	(	A Physical Facilities shall Be appared	
		as often as precessory to Keep	
		Then Che HX	
		Floors Meed to be kept to A His her Standard. Cherry Behind And U. Udre Sters Equip! MENT.	
		His her storedord.	
		Chette Behind Ared Under Sters Equip! Ment,	
		Floors NEED & Deep aledning AlVe	
		Floors NEED & Degs aleaning AlVe Sealed.	
		* TIME FRAME to Be DISCUSSED	
		COP*	

Signature of Person-in-Cha	irge:	Date: 2/11/55
	1911	0/1/1
Signature of Inspector: \	11-6	Date:
` >		"BP\$17025
MDPH report form - 10/5/18 version	Y	



Signature of Person-in-Charge:

Signature of Inspector:

## THE COMMONWEALTH OF MASSACHUSETTS

# **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

Food Establishment Inspection Report							
Establishment: Abert N Partin	Date: -1/3/2025 Page 1 of 3						
	Time in: 8:30 AM Time out: 9:20 AM						
Telephone: (617) 381. 4614 Permit No.: \$553	Number of Violated Provisions Related to Foodborne Illness Risk Factors						
Owner: schools. Rob Morcehie Food Whetson	s - j and interventions (items i through 23).						
Person-in-charge: Everett Public school	Number of Repeat Violations Related to Foodborne Illness Risk Factors and Interventions (Items 1 through 29):						
Inspector: Louis E SHAFFIELD  FOODBORNE ILLNESS RISK FACTORS A							
IN = in compliance OUT= out of compliance N/O = not observed N/A = not	applicable COS = corrected on-site during inspection R = repeat violation						
Compliance Status IN OUT N/A N/O COS R	Compliance states						
Supervision	Protection from Contamination						
Person-in-charge present, demonstrates	Food separated and protected						
knowledge, and performs duties	Tood-contact surfaces; cleaned &						
2 Oertified Food Protection Manager	Proper disposition of returned,						
Employee Health	17 previously served, reconditioned &						
Management, food employee and	unsafe lood						
3 conditional employee; knowledge, responsibilities and reporting	Time/Temperature Control for Safety						
4 Proper use of restriction and exclusion	18 Proper cooking time & temperatures						
Dragoduros for responding to vomiting	Proper reheating procedures for hot						
and diarrheal events	holding						
Good Hygienic Practices	20 Proper cooling time and temperature						
Proper eating, tasting, drinking, or	21 Proper hot holding temperature						
tobacco use	22 Proper cold holding temperature						
No discharge from eyes, nose, and	23 Proper date marking and disposition						
' mouth	24 Time as a Public Health Control						
Preventing Contamination by Hands	Consumer Advisory						
8 Hands clean & properly washed	Consumer advisory provided for raw /						
9 No bare hand contact with ready-to-eat	undercooked food						
food Adequate handwashing sinks properly	Highly Susceptible Populations						
supplied and accessible	Pasteurized foods used; prohibited foods						
Approved Source	not offered  Food/Color Additives and Toxio Substances						
11 Food obtained from approved source	Food additives: approved & properly						
12 Food received at proper temperature	27 used						
Food received in good condition, safe, &	Toxic substances properly identified,						
unadulterated	stored & used						
Required records available: shellstock	Conformance with Approved Procedures						
tags, parasite destruction	Compliance with variance / specialized process / HACCP Plan						
	process / HACCP Plan						
Official Order for Correction: Based on an inspection today, the ite applicable sections of the 2013 FDA Food Code. This report, when							
applicable sections of the 2013 FDA Food Code. This report, when an order of the Board of Health. Failure to correct violation secretion.	this report may result in suspension or revocation of the food						
an order of the Board of Health. Failure to correct violations cited in establishment permit and cessation of food establishment operations renewal pursuant to 105 CMR 590.000 you may request a hearing be	s. If you are subject to a holice of suspension, revocation, of home- perfore the board of health in accordance with 105 CMR 590.015(B).						
	Carlo						
Date of Reinspection: Discussion with Person-in-Charge:							
,							



## **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

484 Broadway, Everett MA 02149 • Tel: 617-394-2264 • Fax: 617-394-2433

Fsta	blishment: ALR 537 AL	DAOS	IN		Date: 4/3/2025	F	⊃ag	e 2	of _	3	
Lota	Stablishment: ABERT N PARLING Date: 4/3/2025 Page 201 2										
INI -	in compliance OUT= out of compliance N	/O = not obse	erved N/A	A = not applic	able COS = corrected on-site during inspection	n F	R = r	epea	at vic	lation	
114 -	Compliance Status	IN OUT N/A			Compliance Status	IN	out	N/A	N/O	cos R	
	Safe Food and Water			40	Warewashing facilities: installed,		1				
	Pasteurized eggs used where	TIT		48	maintained, & used; test strips	/		3			
30	equired			49	Non-food contact surfaces clean				30		
	31 Water & ice from approved source				Physical Facilities					_	
1	Variance obtained for specialized			50	Hot & cold water available;						
processing methods					adequate pressure		-	100		_	
	Food Temperature Control				Plumbing installed; proper backflow devices						
	Proper cooling methods used;				Sewage & waste water properly				W.Y.		
	adequate equipment for			52	disposed						
	lemperature control Plant food properly cooked for hot			50	Toilet features: properly						
	holding			53	constructed, supplied, & cleaned			Ma			
	Approved thawing methods used			54	Garbage & refuse properly						
	Thermometers provided & accurate				disposed; facilities maintained					_	
	Food Identification			55	Physical facilities installed,		X	19			
37	Food properly labeled; original				maintained, & clean Adequate ventilation & lighting;	1200	1 1	182			
	container			56	designated areas used						
	Prevention of Food Contam	ination			Additional Requirements listed in 105	CM	R 59	0.00	11		
	Insects, rodents, & animals not	X			Anti-choking procedures in food						
	present	/ \		M1	service establishment						
	Contamination prevented during food preparation, storage and			M2	Food allergy awareness						
	display				Review of Retail Operations listed in 10	)5 C	MR	590.	010		
	Personal cleanliness	/		M	Caterer						
	Wiping cloths: properly used &	1		M4	Mobile Food Operation	_					
	stored				Temporary Food Establishment						
42	Washing fruits & vegetables			Me	Public Market; Farmers Market					_	
	Proper Use of Utensi	S		M	Residential Kitchen, Bed-and-						
43	In-use utensils properly støred				Breakfast Operation						
44	Utensils, equipment & Jinens:			M							
	properly stored, dried, & handled				School Kitchen; USDA Nutrition	W					
45	Single-use / single-service articles:			M	Program	X					
	properly stored & used Gloves used properly			M1	Deased Commercial Kitchen						
46	Utensils, Equipment and V	ending		- 1	1 Innovative Operation						
	Food & non-food contact surfaces				Local Requirements						
	cleanable, properly designed,			L'	Local law or regulation						
	constructed & used			L2	Other						
TV	pe of Operation(s): Type of Ir	spection:	Other	Informat	ion:						
DK.F	ood Service Establishment   Routine		From	m 2/25	/25.						
	Retail Food Store Re-inspec										
	Residential: Cottage Foods										
Bre	akfast General c										
	Mobile/Pushcart										
1	Temporary Food Estab. ☐ Other										
	nature of Person-in-Charge:		1/1		Date	9: /	1/	8/	71	7	
	1 SH	ww	4		Date	e: 7	/	1. 1	C .		
Sig	nature of Inspector!		0				11	5/	Zer	5	



## **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

484 Broadway, Everett MA 02149 • Tel: 617-394-2264 • Fax: 617-394-2433

Establis	shment: $A/3$	ERT N.	PARLIM	Date:	4/3/ 2025 Pa	ge <u>3</u> of <u>3</u>
			Temperature Obs			
	Item / Location	Temp (°F)	Item / Location	Temp (°F)	Item / Location	Temp (°F)
			Observations and/or Co			
Item	Violations cited Section of Code	in this report must be	e corrected within the time fram		ection 8-405.11 of the Food	
Number		0	Description	or violation		Date to Correct B
38	6.501.111	(-) (-) (-)	olling Pest			Α.
	(A) (B)(C)(C)	LNSpeci	ted Kitchen A.	REA STORA	GE AVEN	H
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		determ	ining succe	58 OF 1	Pest Controlo	
	7	Krys W	hen AREAGTO VINENA BUCCE Leckley VISI	5 From p	est control	
55			<u> </u>			
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		CONCLUSA	ON: Keep	Process	going	
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		Freyther to	toward.	At this	point.	
					Control .	Hladas
	,	COMPANY	. (FINE UNIV.	3c 1550Ed	IF NOT Reared	1/20/2008
ignature	of Person-in-Charg	e: And	11 1		Date: 4	112/25
ignature	of Inspector:	2 de	3/1		Date:	11/20
DPH report for	orm – 10/5/18 version					4/3/2025



Signature of Inspector:

MDPH report form - 10/5/18 version

### THE COMMONWEALTH OF MASSACHUSETTS

### **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

Food Establishment Inspection Repo	rt								
Establishment: Summer GWhi	Her	Date: 4/3/2025 Page 1 of 3							
Address: 537 BROADWAY		Time in: 10'20:11 Time out: 1: 30 em							
Telephone: (411) 387 - 41114   Permit No.: 55  Owner: SERETT PUBLIC SCHOOLS	554	Number of Violated Provisions Related to Foodborne Illness Risk Factors and Interventions (Items 1 through 29):							
Person-in-charge: sericis: Rob M conchi Tond	white								
Inspector: LOUISE SHAFFIER;		to Foodborne Illness Risk Factors and Interventions (Items 1 through 29):							
	TORS AND	PUBLIC HEALTH INTERVENTIONS							
		cable COS = corrected on-site during inspection R = repeat violation							
Compliance Status	os R	Compliance Status IN OUT N/A N/O COS R							
Supervision		Protection from Contamination							
Person-in-charge present, demonstrates knowledge, and performs duties		Food separated and protected Food-contact surfaces; cleaned &							
2 Certified Food Protection Manager		sanitized							
Employee Health		Proper disposition of returned,							
Management, food employee and 3 conditional employee; knowledge,		previously served, reconditioned & unsafe food							
responsibilities and reporting		Time/Temperature Control for Safety							
4 Proper use of restriction and exclusion		Proper cooking time & temperatures							
Procedures for responding to vomiting and diarrheal events		Proper reheating procedures for hot holding							
Ood Hygienic Practices	20	Proper cooling time and temperature							
Proper eating, tasting, drinking, or	21	Proper hot holding temperature							
tobacco use No discharge from eyes nose, and	1 1 1	Proper cold holding temperature							
7 mouth	1 1 1	23 Proper date marking and disposition							
Preventing Contamination by Hands	24	Time as a Public Health Control							
8 Hands clean & properly washed		Consumer Advisory							
No bare hand contact with ready to-eat food	25	Consumer advisory provided for raw / undercooked food							
Adequate handwashing sinks properly		Highly Susceptible Populations							
supplied and accessible	26	Pasteurized foods used; prohibited foods hot offered							
Approved Source		Food/Color Additives and Toxic Substances							
11 Food obtained from approved source 12 Food received at proper temperature	27	Food additives: approved & properly							
Food received in good condition, safe, &	++	used							
lunadulterated		Toxic substances properly identified, stored & used							
Required records available: shellstock		Conformance with Approved Procedures							
tags, parasite destruction	29	Compliance with variance / specialized process / HACCP Plan							
Official Order for Correction: Based on an inspection today, applicable sections of the 2013 FDA Food Code. This report, an order of the Board of Health. Failure to correct violations c establishment permit and cessation of food establishment ope renewal pursuant to 105 CMR 590.000 you may request a head Date of Reinspection:  Discussion with Person-in-Charge	when signed ited in this retrations. If your aring before	I below by a Board of Health member or its agent constitutes eport may result in suspension or revocation of the food ou are subject to a notice of suspension, revocation, or non-							
Signature of Person-in-Charge:	1	Date: // In Inc.							



## **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

484 Broadway, Everett MA 02149 • Tel: 617-394-2264 • Fax: 617-394-2433

Food Establishment inspection i	"CP"	O1 C		1				. 7
Establishment: Summner 6 W	nit	+25		Date: 4/3/2025		Paç	je 2	of _3
GOOD RETAIL PRACT	ICES	AND MA	ASSACHUSE	TTS-ONLY SECTIONS				
IN = in compliance OUT= out of compliance N/O = not obs	served	<b>N/A</b> = no	t applicable COS	6 = corrected on-site during inspecti	on	R = I	repea	t violation
Compliance Status	A MO	COS R	C	Compliance Status	IN	OUT	N/A I	N/O COS
Safe Food and Water			48 Warewa	ashing facilities: installed,			1	
Pasteurized eggs used where				ned, & used; test strips od contact surfaces clean	77.0	/	1	
required		49 Non-foc	Physical Facilities	/				
31 Water & ice from approved source			Hot 8 o	old water available;	1			8
Variance obtained for specialized								
processing methods Food Temperature Control			Plumbir	te pressure ng installed; proper backflow				
	T		devices					
Proper cooling methods used; 33 adequate eguipment for			52 Sewage	e & waste water properly				
temperature control			dispose			_		
Plant food properly cooked for hot				eatures: properly				
holding			constru	oted, supplied, & cleaned	130	-		
35 Approved thawing methods used			54 Garbag	e & refuse properly ed; facilities maintained				
36 Thermometers provided & accurate				al facilities installed,		V		
Eood Identification	-			ned, & clean		1		
Food properly labeled; original			Adequis	ate ventilation & lighting;			30	
container			designa	ated areas used				
Prevention of Food Contamination			Add	itional Requirements listed in 10	5 CN	/IR 5	90.01	11
38 Insects, rodents, & animals not present				oking procedures in food				
Contamination prevented during			service	establishment	+	+-	1	_
39 food preparation, storage and			M2 Food a	llergy awareness	IOF C	28.05	E00	040
display	/			w of Retail Operations listed in	105	- IVAR	590.	010
40 Personal cleanliness	/		M3 Catere		/	-	$\vdash$	
Wiping cloths: properly used &				Food Operation	4	+-	+-	
stored				rary Food Establishment	+	-		
42 Washing fruits & vegetables				Market; Farmers Market	+	+	+	_
Proper Use of Utensils				ntial Kitchen; Bed-and ast Operation				
43 In-use utensils properly stored				ntial Kitchen: Cottage Food	+	-	+	
Utensils, equipment & linens:			M8 Operat			1/	1 1	
property stored, dried, & nandled	100		School	Kitchen; USDA Nutrition	8	1		
Single-use / single-service articles: properly stored & used			M9 Progra		Y			
				d Commercial Kitchen				
46 Gloves used properly  Utensils, Equipment and Vending				tive Operation				
Food & non-food contact surfaces				/ Local Requirements				
47 cleanable, properly designed,			L1 Local I	aw or regulation				
constructed & used			L2 Other	/				
Type of Operation(s): Type of Inspection	ı:   O	ther Info	ormation:	And the second s				
asta to the table board of Pouting								
Retail Food Store	2011	2/25/	2025					
☐ Residential: Cottage Foods ☐ Pre-operational								
☐ Residential; Bed & ☐ Illness investigation  Breakfast ☐ General complaint								
Breaklast   General complaint   General com								
☐ Temporary Food Estab. ☐ Other								
Other	11	1		Da	te: /	i	1 11	7
Signature of Person-in-Charge:	10		-			1/	1/	15
Signature of Inspector:	111	. 5		Da	te:	211	2/2	0.52



### **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

484 Broadway, Everett MA 02149 · Tel: 617-394-2264 · Fax: 617-394-2433

Mabiliottic Some	noer 61	whitter	Date:	7/5/2025	Page 🔼 of 考
		Temperature Ob			
Item / Location	Temp (°F)	Item / Location	Temp (°F)	Item / Location	n Temp (°F)
<u> </u>					
		Observations and/or C	orrective Action	S	
Violations cited	n this report must t	pe corrected within the time fram			Food Code
tem Section of Code		Description	n of Violation		Date to Correct B
	01		10/		
5 6-501.12	CleAMI	ig Frequery A	rid Kesti	ictions.	
(A)	F10015	Cleaning i Equiptement, op Clearning	n much	Berter or	der.
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8 6.501·11	Contr	olling Pest	-5%		H
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	and she	203405	,	± 10 10 V	7
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nature of Person-in-Charge சி	(A)	NN		Da	ate: 4/2/75
	// / / //				11/11///



## **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

Food Establishment Inspection Report							
Establishment: Webester School	Date: 3/4/25 Page 1 of						
Address: 34 DATThmouth St	Time in: 10.15 AM Time out: 11. 30 AM						
Telephone: (17) 387-4614 Permit No.: 555 5	Number of Violated Provisions Related						
Owner: EJECETT Phile Schools	to Foodborne Illness Risk Factors and Interventions (Items 1 through 29):						
Person-in-charge: dity. Rob Morechie / Food: Whitic							
Inspector: Louis E StatFFICRI	to Foodborne Illness Risk Factors and Interventions (Items 1 through 29):						
FOODBORNE ILLNESS RISK FACTORS							
IN = in compliance OUT= out of compliance N/O = not observed N/A = no							
Compliance Status IN OUT N/A N/O COS R	Compliance Status IN OUT N/A N/O COS R						
Supervision	Protection from Contamination						
Person-in-charge present, demonstrates V'	15 Food separated and protected						
knowledge, and performs duties	Food-contact surfaces; cleaned &						
2 Certified Food Protection Manager	sanitized \tag{\tag{\tag{\tag{\tag{\tag{\tag{						
Employee Health	Proper disposition of returned, 17 previously served, reconditioned &						
Management, food employee and conditional employee; knowledge,	unsafe food						
responsibilities and reporting	Time/Temperature Control for Safety						
4 Proper use of restriction and exclusion	18 Proper cooking time & temperatures						
Procedures for responding to vomiting and diarrheal events	Proper reheating procedures for hot holding						
Good Hygienic Practices	20 Proper cooling time and temperature						
e Proper eating, tasting, drinking, or							
tobacco use	21 Proper hot holding temperature 124 22 Proper cold holding temperature 21 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1						
7 No discharge from eyes, nose, and	23 Proper date marking and disposition						
mouth [ ]	24 Time as a Public Health Control						
Preventing Contamination by Hands	Consumer Advisory						
8 Hands clean & properly washed X	25 Consumer advisory provided for raw /						
9 No bare hand contact with ready-to-eat /	undercooked food     /*						
	Highly Susceptible Populations						
supplied and accessible	Pasteurized foods used; prohibited foods						
Approved Source	Food/Color Additives and Toxic Substances						
11 Food obtained from approved source X	Food additives: approved & properly						
12 Food received at proper temperature	used /\/						
Food received in good condition, safe, & X	Toxic substances properly identified, stored & used						
Required records available: shellstock	Conformance with Approved Procedures						
tags, parasite destruction	Compliance with variance / specialized process / HACCP Plan						
Official Order for Correction: Based on an inspection today, the ite applicable sections of the 2013 FDA Food Code. This report, when an order of the Board of Health. Failure to correct violations cited in establishment permit and cessation of food establishment operations renewal pursuant to 105 CMR 590.000 you may request a hearing be	ms marked "OUT" indicated violations of 105 CMR 590.000 and signed below by a Board of Health member or its agent constitutes this report may result in suspension or revocation of the food  If you are subject to a notice of suspension, revocation, or non-						
Date of Reinspection: Discussion with Person-in-Charge:	COPY						
Signature of Person-in-Charge:	Date: 3/11/25						
Signature of Inspector:	Date: 3/4/25						
MDDH ranget form = 10/5/18 vareion A							



## **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

484 Broadway, Everett MA 02149 · Tel: 617-394-2264 · Fax: 617-394-2433

Est	ablishment: Webester 5	e hoe	1				Date: 3/4/2025	-	Pag	je 2	of .	2	
	GOOD RETAIL	PRAC	TIC				CHUSETTS-ONLY SECTIONS						
IN	in compliance OUT= out of compliance N/	O = not o	bser	ved N/	A = not a	applic	able COS = corrected on-site during inspection	on F	<b>?</b> = r	epea	at vio	olatio	on
	Compliance Status	IN OUT					Compliance Status		OUT		N/O		R
	Safe Food and Water	h d					Warewashing facilities: installed, maintained, & used; test strips	X					
30	Pasteurized eggs used where required	X					Non-food contact surfaces clean	X					
21	Water & ice from approved source	X					Physical Facilities						
	Variance obtained for specialized						Hot & cold water available;	1			3		
32	processing methods					50	adequate pressure	~					
	Food Temperature Contr	ol					Plumbing installed; proper backflow devices	X					
	Proper cooling methods used;	1					Sewage & waste water properly	X				-	
33	adequate equipment for	4				52	disposed	~					
	temperature control		-				Toilet features: properly	1					
34	holding	Plant food properly cooked for hot			53	constructed, supplied, & cleaned	x						
35	Approved thawing methods used	X				54	Garbage & refuse properly	X			2.1		
	Thermometers provided & accurate	X				34	disposed; facilities maintained	/					
00	Food Identification					55	Physical facilities installed,	X					
	Food properly labeled; original	1	844				maintained, & clean	-					
container						56	Adequate ventilation & lighting; designated areas used	X					
	Prevention of Food Contami	nation					Additional Requirements listed in 105	5 CM	R 59	90.0	11		
lnsects, rodents, & animals not		X					Anti-choking procedures in food	1					
	present					M1	service establishment	X					
20	Contamination prevented during 39 food preparation, storage and display		V			M2	Food allergy awareness	X					
39							Review of Retail Operations listed in 1	05 C	MR	590.	010		
40	Personal cleanliness	X				МЗ	Caterer						
40	Wiping cloths: properly used &					M4	Mobile Food Operation						
41	stored SANI BULKETS	X				M5	Temporary Food Establishment						
42	Washing fruits & vegetables	X				M6	Public Market; Farmers Market						
	Proper Use of Utensils					117	Residential Kitchen; Bed-and-						
43	In-use utensils properly stored	V				M7	Breakfast Operation						
	Utensils, equipment & linens:	1				M8	Residential Kitchen: Cottage Food						
44	properly stored dried & handled	X					Operation						
15	Single-use / single-service articles:	21				M9	School Kitchen; USDA Nutrition Program	V					
45	properly stored & used	X						٨					
46	Gloves used properly	X					Leased Commercial Kitchen						
	Utensils, Equipment and Ve	nding				M11	Innovative Operation						
	Food & non-food contact surfaces						Local Requirements	1					
47	cleanable, properly designed,	X					Local law or regulation						
	constructed & used			145		L2	Other						
Ту	rpe of Operation(s):  Food Service Establishment  Type of Ins	pection	n:	Othe	r Inforn	natio	on:						
	Retail Food Store	on											
	Residential: Cottage Foods												
☐ Residential; Bed & ☐ Illness investigation													
Breakfast ☐ General complaint ☐ Mobile/Pushcart ☐ HACCP													
	Temporary Food Estab.   Other												
	Other												
Sig	gnature of Person-in-Charge:	1.11	5	11	1		Date:	ə: <u> </u>	3/	11	17	15	,
Sic	gnature of Inspector:	199	V	- 11	1		Date	ə:	1				
		111		-									



### **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

484 Broadway, Everett MA 02149 • Tel: 617-394-2264 • Fax: 617-394-2433

Establis	shment: Mudeline	EnglisH		Date: 3/3/2-5		Pag	ge 2	of	3	
	GOOD RETAIL PRACTICES AND MASSACHUSETTS-ONLY SECTIONS									
IN = in c	compliance OUT= out of complian	e N/O = not observe	d N/A = not appl	ot applicable COS = corrected on-site during inspection R = repeat violation						
	Compliance Status	IN OUT N/A N/O	COS R	Compliance Status	IN	OUT	N/A	N/O	cos R	
Safe Food and Water			48	Warewashing facilities: installed,	V					
1 . 101	steurized eggs used where	X	1	maintained, & used; test strips	1					
	required		49	Train room sorthable barraisse broatr	X			20		
1				Physical Facilities	- B					
Variance obtained for specialized processing methods		1	50	adequate pressure	X					
	Food Temperature	Control	51	Plumbing installed; proper backflow devices	X					
	per cooling methods used;				1					
	equate equipment for operature control		52	Sewage & waste water properly disposed	X					
Dla	nt food properly cooked for h	ot X		Toilet features: properly	V					
34 hold		\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	53	constructed, supplied, & cleaned	٨					
35 App	proved thawing methods use	1 (X)	54	Garbage & refuse properly	X			6		
36 The	ermometers provided & accu	ate X	34	disposed; facilities maintained						
	Food Identificat	on	55	Physical facilities installed,		V				
	d properly labeled; original	X		maintained, & clean	1	1				
con	tainer		56	Adequate ventilation & lighting; designated areas used						
	Prevention of Food Con	amination		Additional Requirements listed in 10	5 CM	D 50	20.04	14		
1 00 1	ects, rodents, & animals not	X		Anti-choking procedures in food	I	K J	10.01	-	1	
	sent		M1	service establishment	X					
	ntamination prevented during d preparation, storage and	X	M2	Food allergy awareness	X		1	_		
display				Review of Retail Operations listed in 1	05 C	MR !	590.0	010		
	0 Personal cleanliness		M3	Caterer			T	T		
41 Wip	ing cloths: properly used &	1	M4	Mobile Food Operation						
41 stor	ed	X	M5	Temporary Food Establishment						
42 Was	shing fruits & vegetables	X	M6	Public Market; Farmers Market						
	Proper Use of Ute	isils	M7	Residential Kitchen; Bed-and-						
	se utensils properly stored	X	I IVII	Breakfast Operation			_			
	nsils, equipment & linens: perly stored, dried, & handled	×	M8	Residential Kitchen: Cottage Food Operation						
	gle-use / single-service article perly stored & used	es: 💉	M9	School Kitchen; USDA Nutrition Program	X					
46 Glov	ves used properly		M10	Leased Commercial Kitchen						
	Utensils, Equipment an		M11	Innovative Operation						
	d & non-food contact surface	s		Local Requirements						
	nable, properly designed, structed & used	<b>/</b>		Local law or regulation		_				
			L2	Other						
Food S Retail Reside Reside Reside Breakfast Mobile Tempo	Service Establishment Food Store ential: Cottage Foods t t //Pushcart orary Food Estab.	ection rational nvestigation	her Informati	on:						
Signature of Person-in-Charge:							1	1/	25	
Signatur	e of Inspector:			Date	3/	3/	Z			



Signature of Person-in-Charge:

### THE COMMONWEALTH OF MASSACHUSETTS

## **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

F	ood Establishment Inspecti	on Re	eport									
_	stablishment: Madeline En	400	1	Date:	3/3/25		Pag	ge 1	of 3	3		
A	ddress: 105 wood ville s			Time in:		Time ou	ut:					
T	elephone: (41) 387 - H614 Per	36		Number of Violated Provisions Related								
Owner: Exerett Public Schools					to Foodborne Illness Risk Factors and Interventions (Items 1 through 29):							
Person-in-charge: 50 horis: Rob Mosson is Food Wh					CIN S		of Repeat Viola				I Manager	and the same
	spector: Louis & Staffien						odborne Illness entions (Items 1					
	FOODBORNE ILLNES										261	166
11	N = in compliance OUT= out of compliance N/O =	not obser	ved N/A =	not app	licable COS	S = corrected	I on-site during ins	spection	R = r	epea	t viola	tion
	Compliance Status	IN OUT N/A	N/O COS R			Complian	ce Status		IN C	A'N TUC	N/O CO	os R
	Supervision	1				Protec	tion from Conta	mination	1			
1	Person-in-charge present, demonstrates	V		15	Food sep	arated an	d protected		X			
_'	knowledge, and performs duties	10		16	T		k					
2	Certified Food Protection Manager	X			sanitized				X			
	Employee Health						of returned,	_				
_	Management, food employee and			1/			reconditioned	&		300		
3	conditional employee; knowledge,	N S			unsafe fo		nperature Contro	al for Caf	Cohe			1
Λ	responsibilities and reporting  Proper use of restriction and exclusion	V	55	10	Proper of		e & temperatur		ely		1	
	Procedures for responding to vomiting	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	1270 1241	10	Proper re	heating on	ocedures for h	not	$\vdash$	-		+
5	and diarrheal events	X		19	holding	ricating pi	ocedures for i	101			X	
Good Hygienic Practices			20	Proper co	ooling time	and temperat	ure			X		
6	Proper eating, tasting, drinking, or	V		21	Proper ho	ot holding	temperature	161	X	$\top$		
	tobacco use	~					temperature		X	+		
7	No discharge from eyes, nose, and	X		-			g and dispositi		V			
mouth Proporting Contemination by Hands							ealth Control		X			
0	Preventing Contamination by Han	as V				(	Consumer Advis	ory	1		SEE	
_	Hands clean & properly washed	A 3		25	Consume	r advisory	provided for r	aw /		V		П
9	No bare hand contact with ready-to-eat food	X		23	undercoo				Ш	^		$\perp$
10	Adequate handwashing sinks properly	X			D	Highly	Susceptible Por	oulations			100	7
10	supplied and accessible	^		26	not offere	ed foods u	ısed; prohibite	d foods	X			
	Approved Source						dditives and To	vic Suhe	tance	96	1000	A B
	Food obtained from approved source	X					roved & prope		Lance		36	T
12	Food received at proper temperature		K.	27	used	шчоо. арр	rovou a propo	, i i y	X			
13	Food received in good condition, safe, & unadulterated	X		28	Toxic sub		roperly identific	ed,	1	$\Box$		
-	Required records available: shellstock			20	stored & u				N			Щ
14	tags, parasite destruction	X		1			ce with Approve		ures			
	3-,			29	Complian	ce with va HACCP P	riance / specia	alized		X		
a e r	Official Order for Correction: Based on an inspection of the 2013 FDA Food Coden order of the Board of Health. Failure to correctablishment permit and cessation of food establishment bursuant to 105 CMR 590.000 you manage	e. This re ect violati ablishmer y request	eport, wher ions cited in nt operation a hearing	n signe n this r ns. If y	narked "OU d below by eport may r ou are subj	IT" indicated a Board of result in sus ject to a no	d violations of 10 Health member spension or revo tice of suspension	or its ag ocation o on, revoc	gent of f the catio	const food n, or	itutes non-	



Signature of Inspector:

MDPH report form – 10/5/18 version

### THE COMMONWEALTH OF MASSACHUSETTS

### **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

484 Broadway, Everett MA 02149 • Tel: 617-394-2264 • Fax: 617-394-2433

Establis	hment: Mnd	eline Eng	lish.	Date: 3 / 3 / 2 5 Page 3 of 3								
			Temperature Obs									
	Item / Location	Temp (°F)	Item / Location	Temp (°F)	Item / Location	Temp (°F)						
			Observations and/or Co	rrective Actions								
	Violations cited		e corrected within the time fram		Section 8-405.11 of the Food	Code						
Item Number	Section of Code		Description	of Violation		Date to Correct B						
Tarribor												
		01	Formal Mandall of	10 10	44							
55	6-501-12	CIESHING	Frequency and all Fred lite cas often	la Restri	ET10115							
		(A) Physi	aal raciliti	res Shall	Be							
		Clenned	as often	as near	sary							
		to Kee	? Them Cla	HH.								
		Floors N	red to Be	Kent Up	10 1							
		Hochre	sed to Be . Standard. Wind med un	,								
		11,44 3	hind not un	Idee stove	s and Excitation	A						
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				5								
	of Person-in-Char	mai 5)7	1-127		Date:	5/11/2						



## EVERETT INSPECTIONAL SERVICES DEPARTMENT

484 Broadway, Everett MA 02149 •	Tel: 617-394-2264 · Fax: 617-394-2433
Food Establishment Inspection Report	
Establishment: St ANThony's School	Date: 3/4/2025 Page 1 of 2
Address: 54 Otkes St	
Address: 54 OAKES ST  Telephone: (417) 387-484   Permit No.: 555	Number of Violated Provisions Related
Owner: St ANTHONY IS	to Foodborne Illness Risk Factors and Interventions (Items 1 through 29):
Person-in-charge: WI Hitsons New England	
Inspector: Louis E Staffer	to Foodborne Illness Risk Factors
	and Interventions (Items 1 through 29):  RS AND PUBLIC HEALTH INTERVENTIONS
	enot applicable COS = corrected on-site during inspection R = repeat violation
	Compliance Status IN OUT N/A N/O COS R  Protection from Contamination
Supervision	
Person-in-charge present, demonstrates knowledge, and performs duties	15 Food separated and protected
2 Certified Food Protection Manager	Food-contact surfaces; cleaned & x
Employee Health	Proper disposition of returned, 17 previously served, reconditioned &
Management, food employee and 3 conditional employee; knowledge,	unsafe food
responsibilities and reporting	Time/Temperature Control for Safety
4 Proper use of restriction and exclusion	18 Proper cooking time & temperatures
Durandous for your anding to your iting	Proper reheating procedures for hot
and diarrheal events	holding
Good Hygienic Practices	20 Proper cooling time and temperature
Proper eating, tasting, drinking, or	21 Proper hot holding temperature $f \in \mathcal{O}^*$ $X$
lobacco use	22 Proper cold holding temperature 40' 🔏
7 No discharge from eyes, nose, and mouth	23 Proper date marking and disposition
Preventing Contamination by Hands	24 Time as a Public Health Control
8 Hands clean & properly washed	Consumer Advisory
No have hand contact with ready to get	25 Consumer advisory provided for raw /
9 food	undercooked food
Adequate handwashing sinks properly	Highly Susceptible Populations
supplied and accessible	Pasteurized foods used; prohibited foods X
Approved Source	Food/Color Additives and Toxic Substances
11 Food obtained from approved source	Food additives: approved & properly
12 Food received at proper temperature	27 used
Food received in good condition, safe, & X	Toxic substances properly identified, stored & used
Required records available: shellstock	Conformance with Approved Procedures
tags, parasite destruction	Compliance with variance / specialized process / HACCP Plan
applicable sections of the 2013 FDA Food Code. This report, who an order of the Board of Health. Failure to correct violations cited establishment permit and cessation of food establishment operation.	items marked "OUT" indicated violations of 105 CMR 590.000 and en signed below by a Board of Health member or its agent constitutes
Date of Remapeedon, Discussion with Ferson-in-onarge.	

renewal pursuant to 105	CMR 590.000 you may request a hearing before the board of l	health in accordance with 105 CMR 590,015(B).
Date of Reinspection:	Discussion with Person-in-Charge:	COPY
Signature of Person-in-Ch	parge: Any Just	Date: 3 / W   2.5
Signature of Inspector:  MDPH report form - 10/5/18 version?	Vorus Estations	Date: 3/4/2025



## **EVERETT INSPECTIONAL SERVICES DEPARTMENT**

484 Broadway, Everett MA 02149 · Tel: 617-394-2264 · Fax: 617-394-2433

Est	Establishment: St Anthony's School Date: 3/4/2025 Page 2 of 1												
	GOOD RETAIL PRACTICES AND MASSACHUSETTS-ONLY SECTIONS												
IN:	IN = in compliance OUT= out of compliance N/O = not observed N/A = not applicable COS = corrected on-site during inspection R = repeat violation												
Compliance Status N OUT N/A N/O COS R						Compliance Status				N/O (			
Safe Food and Water					48	Warewashing facilities: installed, maintained, & used; test strips	X						
30	Pasteurized eggs used where required	X				49	Non-food contact surfaces clean	1					
31	Water & ice from approved source	-				Physical Facilities							
32	Variance obtained for specialized processing methods		X			Hot & cold water available; adequate pressure		X					
	Food Temperature Contr	ol	1.4			F4	Plumbing installed; proper backflow	1					
	Proper cooling methods used;	1	T			51	devices	X					
33	adequate equipment for temperature control	X				52	Sewage & waste water properly disposed	X					
34	Plant food properly cooked for hot holding	X				53	Toilet features: properly constructed, supplied, & cleaned	X					
	Approved thawing methods used	X				54	Garbage & refuse properly disposed; facilities maintained	X					
36	Thermometers provided & accurate	N					Physical facilities installed,	1					
	Food Identification	- 0		-21		55	maintained, & clean	1					
37	Food properly labeled; original container	X				56	Adequate ventilation & lighting; designated areas used	X					
Prevention of Food Contamination							Additional Requirements listed in 10	5 CMF	₹ 59	0.0	1		
38	Insects, rodents, & animals not present	X				M1	Anti-choking procedures in food service establishment	X					
20	Contamination prevented during food preparation, storage and	V				M2	Food allergy awareness	X					
39	display						Review of Retail Operations listed in 1	05 CN	AR S	590.	010		
40	Personal cleanliness	ness			M3	Caterer							
	Wiping cloths: properly used &	V				M4	Mobile Food Operation						
stored		N				M5	Temporary Food Establishment						
42 Washing fruits & vegetables				M6	Public Market; Farmers Market								
Proper Use of Utensils						M7	Residential Kitchen; Bed-and-			l			
43	In-use utensils properly stored	X				1717	Breakfast Operation	-	-		$\dashv$		
44	Utensils, equipment & linens: properly stored, dried, & handled	X				M8	Residential Kitchen: Cottage Food Operation					_	
45	Single-use / single-service articles: properly stored & used	X				M9	School Kitchen; USDA Nutrition Program	X					
46		X		1		M10	Leased Commercial Kitchen				_		
	Utensils, Equipment and Ve	nding				M11	Innovative Operation						
	Food & non-food contact surfaces						Local Requirements						
47	cleanable, properly designed,	X				L1	Local law or regulation	1			_		
	constructed & used					L2	Other			l			
Type of Operation(s):    Food Service Establishment   Retail Food Store   Residential: Cottage Foods   Pre-operational   Illness investigation   General complaint   HACCP   Other   O					her Info	ormati	on:	) (C					
	Signature of Person-in-Charge:						Dat	e: 3	11	(	17	5	
Signature of Inspector:							Dat	e: /	11	1/2	02	5	c

## **EVERETT PUBLIC SCHOOLS**

## **Draft District Wellness Policy**

**Proposed Changes and Additions Indicated in Red for School Committee Consideration** 

### **Superintendent of Schools**

William D. Hart

### **Deputy Superintendent**

Gretchen Manning

## Assistant Superintendent of Teaching, Learning, and Student Success

Dr. Margaret Adams

### **Health and Wellness Coordinator**

Julie Ann Whitson

#### **Committee Members**

William D. Hart, Superintendent of Schools

Julie Ann Whitson, Health and Wellness Coordinator, Chairperson

Christopher Barrett, Webster School

Kristin Bairos, EPS School Committee

Tiffany Boakye, English School

Manal Bouhou, EHS Student Representative

David Brady, Lafayette School

Janet Colameta, English School

William Donahue, Special Education Director

Deb Fallon, Portal to Hope

Paul Guarino, City of Everett

Lisa Harr, EPS Parent

Shelanda Irish, Whittier School

Paolo Lambresa, English School

Dana Lipper, Cambridge Health Alliance

Gretchen Manning, Deputy Superintendent

Eric Mazzeo, City of Everett

Alex Naumann, Keverian School

Liliana Patino, Eliot Family Resource Center

John Penza, Parlin School

Jessyca Redler, Adams School

Keith Spencer, Keverian School

Laurie Stokes, Webster Extension School

Theresa M. Tringale, District Administrator

Tammy Turner, Director of Athletics

Brian Wallace, Director of SEL

Food Services Representative

Section 204 of Public Law 108-265—June 30, 2004

### **Child Nutrition and WIC Reauthorization Act of 2004**

#### **SEC. 204 LOCAL WELLNESS POLICY**

- (a) IN GENERAL Not later than the first day of the school year beginning after June 30, 2006, each local education agency participating in a program authorized by the Richard B. Russell National School Lunch Act (42 U.S.C.1751 et seq.) or the Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.) shall establish a local school wellness policy for schools under the local educational agency that, at a minimum—
  - Includes goals for nutrition education, physical activity and other school- based activities
    that are designed to promote student wellness in a manner that the local educational
    agency determines is appropriate;
  - 2. Includes nutrition guidelines selected by the local educational agency for all foods available on each school campus under the local educational agency during the school day with the objectives of promoting student health and reducing childhood obesity;
- 3. Provides an assurance that guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture pursuant to subsections (a) and (b) of section 10 of the Child Nutrition Act (42 U.S.C. 1779) and section 9(f)(1) and 17(a) of the Richard B Russell National School Lunch Act (42 U.S.C. 1758(f)(1), 1766(a)0, as those regulations and guidance apply to schools;
- 4. Establishes a plan for measuring implementation of the local wellness policy, including designation of 1 or more persons within the local educational agency or at each school, as appropriate, charged with operational responsibility for ensuring that the school meets the local wellness policy; and
- 5. Involves parents, students, and representatives of the school food authority, the school board, school administrators, and the public in the development of the school wellness policy.
- (b) TECHNICAL ASSISTANCE AND BEST PRACTICES. (1) IN GENERAL. The Secretary, in coordination with the Secretary of Education and in consultation with the Secretary of Health and Human Services, acting through the Centers for Disease Control and Prevention, shall make available to local educational agencies, school food authorities, and State educational agencies, on request, information and technical assistance for use in—
- (A) Establishing healthy school nutrition environments; (
- B) Reducing childhood obesity; and
- (C) Preventing diet-related chronic diseases.
- (2) CONTENT. Technical assistance provided by the Secretary under this subsection shall—
- (A) Include relevant and applicable examples of schools and local educational agencies that have taken steps to offer healthy options for foods sold or served in schools; (
- B) Include such other technical assistance as is required to carry out the goals of promoting sound nutrition and establishing healthy school nutrition environments that are consistent with this section;
- (C) Be provided in such a manner as to be consistent with the specific needs and requirements of local educational agencies; and (D) Be for guidance purposes only and not be construed as binding or as a mandate to schools, local educational agencies, school food authorities, or State educational agencies.

(3) FUNDING. – (A) IN GENERAL. – On July 1, 2006, out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary of Agriculture to carry out this subsection \$4,000,000, to remain available until September 30, 2009. (B) RECEIPT AND ACCEPTANCE. – The Secretary shall be entitled to receive, shall accept, and shall use to carry out this subsection the funds transferred under subparagraph (A), without further appropriation.

# District Wellness Policy Everett Public Schools

#### **Mission Statement**

The Everett Public School District is committed to providing a school environment that enhances awareness and supports achievement of lifelong wellness.

Through the following Wellness Committee goals, the School District will provide developmentally appropriate nutrition and physical education and policies:

- To provide child nutrition programs that comply with federal, state and local requirements
- To ensure that child nutrition programs are accessible to all children
- To promote and provide interdisciplinary nutrition education
- To ensure that meaningful physical activity connects to students' lives
- To provide and promote school-based activities that are consistent with local wellness policy goals
- To ensure that foods and beverages made available on campuses are consistent with current *Dietary Guidelines for Americans* and *Healthy Hunger Free Kids Act (HHFKA)*
- To ensure that foods made available on schools adhere to food safety regulations
- To provide school environments that are safe, comfortable, pleasing, and allow ample time for eating meals
- To ensure that food and physical activity are not used as a reward or punishment

The USDA released a final rule outlining new nutritional requirements for meals served under the National School Lunch and Breakfast Programs, as required by the Healthy, Hunger Free Kids Act of 2010. It is the goal of the Everett Public Schools and the Wellness Committee to comply with all of the new requirements.

The law is another opportunity to better understand the goal of feeding and nurturing our children. Our pledge is to:

 Provide a wide variety of nutritious food. We will feature foods and menus that go beyond simply meeting nutrition guidelines. We will provide great tasting and healthy foods. Under the program, our menus include foods that are nutrient rich, high quality, safe, wholesome and healthful; as well as environmentally responsible and local when available 2. We want to teach students to make healthy choices. We provide fun and easy to implement tools that aid our students in making smart moves everyday toward a lifetime of good health.

### **Nutrition Standards and Education**

- 1. The Nutrition Education program meets USDA and Department of Elementary and Secondary Education Standards.
- 2. Students in grades pre-K through 9 receive interactive nutrition education
- 3. Electives are offered to students in grades 10-12 to receive interactive nutrition education.
- 4. Nutrition education teaches students the skills they need to adopt healthy eating behaviors.
- 5. Nutrition education is offered in the school cafeteria as well as in the classroom and is coordinated between teachers and foodservice staff.
- 6. Students receive consistent nutrition messages throughout the school, classroom, cafeteria, home community, and other media.
- 7. District health education curriculum and lessons-include nutrition education.
- 8. Nutrition education is integrated into the coordinated school health program and physical education.
- 9. Nutrition education is integrated into the core curriculum areas of Mathematics, Science, Social Studies, and Language Arts.
- 10. Staff that provides nutrition education has appropriate training.
- 11. Schools are USDA Team Nutrition schools.
- 12. Schools conduct nutrition education activities and promotions that involve parents, students and the community.
- 13. Family/parent nutrition opportunities are provided by foodservice staff
- 14. School menus are followed and analyzed using USDA-approved software.
- 15. School foodservice staff is trained appropriately in order to meet the nutritional goals of the program.
- 16. Students are offered a variety of meats and meat alternatives, fresh fruits, vegetables and whole grains at breakfasts and lunches.
- 17. Students are offered a variety of low-fat milk, including fat-free flavored milk, at breakfasts and lunches.
- 18. Schools do not offer and also discourage student consumption of beverages with more than trace amounts of caffeine.
- 19. A registered dietitian or qualified health professional is consulted, as needed, for special diets.
- 20. Schools encourage families to provide healthful foods for students' school lunches and snacks, as well as in the home community.
- 21. A la carte options on school campuses meet or exceed USDA's quidelines.
- 22. Communications are made available in as many languages as district population warrants.
- 23. Faculty and food service staff work together to promote sound nutrition messages.

### **Physical Activity**

- 1. Students are regularly assessed for attainment of physical education skills.
- 2. Qualified teachers are hired to teach physical education and supervise physical activities in the district.
- 3. Resources and suggestions for physical activity are available for students and teachers.
- 4. District policy for physical education is consistent with ? MA or Federal? Department of Elementary and Secondary Education guidelines.
- 5. Students are provided a variety of physical activity options, including cooperative and competitive games.
- 6. District encourages physical activity outside of the school day.
- 7. Recess is scheduled to promote safe physical activity and to encourage better consumption of meals.
- 8. Recreational and physical education facilities are safe, clean and accessible for all students.

### **Other School-Based Activities**

- 1. School dining areas are clean, safe, and pleasant environments that reflect the value of the social aspects of eating.
- 2. Enough serving areas are provided to ensure access to school meals with a minimum of wait time.
- 3. Meal times are scheduled near the middle of the day.
- 4. Students are given adequate time to enjoy eating healthy meals.
- 5. Food or physical activity is not used as a reward or punishment.
- 6. Physical education and Health education are not canceled or delayed for instructional make-up time.
- 7. Physical education, recess, and Health education are not denied or used as a form of discipline.
- 8. The District has adopted nutrient standards for all foods sold on school campuses.
- 9. Pouring-rights contracts with soft drink companies are not allowed.
- 10. Fundraising efforts cannot violate the competitive food law; bake sales are prohibited during the school day.
- 11. The District examines continuously evaluates existing in-school advertising and marketing efforts to ensure that appropriate positive healthy foods and physical activity messages are communicated.
- 12. On-going professional development in the areas of nutrition and physical education is provided for foodservice staff and teachers.
- 13. Students have access to physical activity facilities outside of school hours.