

NEWBURYPORT SCHOOL COMMITTEE

NEWBURYPORT, MASSACHUSETTS

SPECIAL

School Committee Business Meeting

Wednesday, June 29, 2022

2:00PM

SC Packet Checklist: SC Business Meeting Agenda Notes June 29, 2022

Food Services Contract Approval letter

Massachusetts DESE Food Services Contract Approval letter

AFSCME MOU July 1, 2022 – June 30, 2025

**Newburyport Public Schools
Newburyport, MA**

**SPECIAL School Committee Business Meeting
Wednesday, June 29, 2022**

2:00PM

VIRTUAL MEETING via Zoom

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82154650440?pwd=ZS7VCmj7xAdLMr5B2dJFoUkMKv8vMO.1>

Passcode: 297615

The Mission of the Newburyport Public Schools, the port where tradition and innovation converge, is to ensure each student achieves intellectual and personal excellence and is equipped for life experiences through a system distinguished by students, staff, and community who: - practice kindness and perseverance - celebrate each unique individual - value creativity; experiential, rigorous educational opportunities; scholarly pursuits; and life-long learning - provide the nurturing environments for emotional, social, and physical growth - understand and embrace their role as global citizens.

Business Meeting Agenda: The listing of matters are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. The meeting will be held online via Zoom.

1. Call to Order & Pledge of Allegiance
2. ***Food Services Contract – possible Vote**
Phil Littlehale will discuss the new food services contract awarded to Chartwell's for 2022-2023 (see attached MA DESE Approval letter and Food Service Contract Award letter.)
3. ***Collective Bargaining Agreement between AFSCME Union and Newburyport School Committee for period July 1, 2022 – June 30, 2025 - possible Vote**
The AFSCME Union voted to ratify the Memorandum of Understanding (MOU) on Thursday, June 23, 2022. The School Committee will discuss and vote to approve the MOU at this meeting. (see attached)
4. **Executive Session - Vote**
For the purpose of discussing contract negotiations, possible litigation and legal matters, and not to reconvene in Open Session.

*Possible Vote

Adjournment

The School Committee reserves the right to call **executive session, as provided under Chapter 30A, Section 21(a)(2), of the General Laws to discuss strategy sessions in preparation for negotiations, collective bargaining and/or potential litigation.



Newburyport Public Schools

Office of the Superintendent

70 Low Street, Newburyport, Massachusetts 01950-4087

Memo

To: Sean Gallagher

From: Steve Bergholm, Lisa Furlong, Phil Littlehale,

Subject: Awarding of the Food service Contract

Date: June 9, 2022

Based on our review of the proposals submitted by Chartwells, FreshPicks and Whitsons, we have determined that the contract will be awarded to Chartwells.

Chartwells scored highest in both the Minimum and Comparative Criteria:

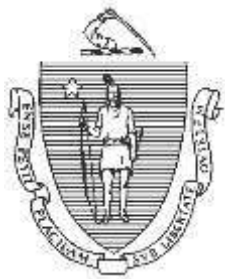
	Whitsons	Chartwells	Fresh Picks	Max Score
MINIMUM EVALUATION CRITERIA	24	27	23	27
COMPARATIVE EVALUATION CRITERIA	44	59	55	60

Chartwells is the only bidder to guarantee a no cost program to the district:

	Whitsons	Chartwells	Fresh Picks
FINANCIAL GUARANTEE	Work together to ensure a financially sound food service program: \$3,518 in proposal.	Guaranteed Surplus - No Cost program: \$1 In proposal	Guarantee variance of revenues to expenses in financial proposal: (\$64,668)

Whitsons' financial proposal does show a projected surplus of \$3,518 but that is based on the assumptions used. Their proposal forecasts meal counts that are 18% and 15% higher than Chartwells and Fresh Picks.

					Whitsons		Whitsons
MEAL COUNTS	Whitsons	FreshPick	Chartwells		Var Chartwells		Var Fresh Picks
Paid Meals	157,126	130,738	116,881		40,245	34.4%	26,388
Reduced Meals	5,684	5,272	5,674		10	0.2%	412
Free Meals	37,850	34,324	33,681		4,169	12.4%	3,526
Equivalent Meals	46,223	43,402	52,574		(6,351)	-12.1%	2,821
TOTAL MEALS	246,883	213,736	208,810		38,073	18.2%	33,147



Jeffrey C. Riley
Commissioner

Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 02148-4906

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

June 16, 2022

Philip A. Littlehale
Business Manager
Newburyport Public Schools
70 Low Street
Newburyport, MA 01950

Agreement# 05-204

RE: Food Service Management Company contract

Dear Mr. Littlehale:

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

The submitted documents are approved, and the contract may now be fully executed by having representatives from both the Local Educational Agency and Food Service Management Company sign the contract where indicated. **Documents approved by this office may not be changed prior to execution. Additionally, proposed contract amendments or revisions must be reviewed and approved by this office PRIOR TO contract execution.** See 7CFR §210.21(c)(3), 'No expenditure may be made from the nonprofit school food service account for any cost resulting from a procurement failing to meet the requirements of this part'. All expenses incurred on altered/unapproved contracts and contract extensions are unallowable. The State Agency reserves the right to recover and discontinue all funding in the case of unallowable contracts and contract extensions. Once executed, submit a copy of the executed contract including signature page(s) to this office.

Please do not hesitate to contact Bridget Ziniti at (781) 338-6496 or Bridget.M.Ziniti@Mass.gov if you have additional questions or require further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Julianna Valcour".

Julianna Valcour
School Nutrition Programs Coordinator
Office for Food and Nutrition Programs

c: file

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NEWBURYPORT SCHOOL COMMITTEE
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES
AFL-CIO, STATE COUNCIL 93, LOCAL 939**

This **MEMORANDUM OF UNDERSTANDING** is entered into by and between the Newburyport School Committee (hereinafter referred to as “the Committee”) and the American Federation Of State, County, And Municipal Employees (“AFSCME”), AFL-CIO, State Council 93, Local 939 (hereinafter referred to as “the Union”).

WHEREAS, the Committee and the Union are parties to a collective bargaining agreement for the period July 1, 2019 through and including June 30, 2022; and

WHEREAS, duly-authorized representatives of the Committee and the duly authorized representatives of the Union have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Committee and the Union have, subject to ratification by the membership of the Committee and the Union, agreed that the following additions and modifications shall be incorporated into and made a part of the Collective Bargaining Agreement which expires on June 30, 2022. All proposals presented by the parties not specifically addressed herein, have been withdrawn by the parties;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Prior Agreement

The Collective Bargaining Agreement in effect for the period July 1, 2019 through and including June 30, 2022, shall be in full force and effect for the period of July 1, 2022 through and including June 30, 2025, except as modified by this **MEMORANDUM OF UNDERSTANDING**.

2. Article 21 – Duration

Three (3) year contract, commencing July 1, 2022 through June 30, 2025. Change dates accordingly throughout Contract.

3. **Economics**

A. **Secretaries and Custodians**

1. **COLA:**

Increase the pay rates in effect as of June 30, 2022 as follows:

Effective July 1, 2022 by 3%;
Effective July 1, 2023 by 3%; and,
Effective July 1, 2024 by 3%.

2. **New Step 20:**

Effective July 1, 2022 add a new step at Year 20 to the Secretary and Custodian Worker Pay Scales.

3. **Lead Custodian Differential:**

Effective July 1, 2022 increase the Lead Custodian differential from \$1.00 per hour to \$1.50 per hour.

B. **Cafeteria**

1. **COLA:**

Increase the pay rates in effect as of June 30, 2022 as follows:

Effective July 1, 2022 by 3%;
and \$0.75 added to Assist Cook \$0.38 added to Helpers hourly rates and,
Effective July 1, 2023 by 3% and
Effective July 1, 2024 by 3%.

2. **New Step 20:**

Effective July 1, 2022 add a new step at Year 20 to Café Worker Pay Scales.

4. **Article 9 – Holidays**

Add Juneteenth (June 19) to the list of paid holidays.

5. **Joint Committees**

The Parties agree to the creation of a joint committee for the following purposes. Any agreements reached through the joint committee process shall be reduced to writing and remain subject to ratification by the Parties.

A. Professional Development

A joint committee shall be formed, with Central Office Administration and representatives named by the AFSCME Association to collaborate and review the current additional needs for professional development of our AFSCME teams. Compensation may be adjusted through joint meetings for the professional development and certifications earned by the AFSCME teams. This will reflect 21st Century education of all members of the Newburyport Public Schools community.

B. Clothing Allowance

A joint committee shall be formed with Central Office Administration and representatives named by the AFSCME Association to collaborate and review the clothing allowance for custodial and cafeteria employees.

C. Clerical Stipends

A joint committee shall be formed with Central Office Administration and representatives named by the AFSCME Association to collaborate and review eligible stipends for clerical employees.

D. Appendix B and Part 3 – Cafeteria Salary Schedule

A joint committee shall be formed with Central Office Administration and representatives named by the AFSCME Association to collaborate and explore the creation of a full step schedule to include Assistant cooks and Helpers.

This Memorandum of Understanding is subject to ratification by the Committee and the Union. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

This Memorandum may be signed in counterparts, which together shall constitute an original. The Parties agree that electronic signatures or signatures by fax and/or scanned and sent via email are acceptable as originals.

Signed by the duly authorized bargaining representatives on the dates set forth below:

Newburyport School Committee

**AFSCME, AFL-CIO, State Council 93,
Local 939**

Sarah Hall, Vice-Chair

Date: _____

Date: _____