

**CRANSTON SCHOOL COMMITTEE PUBLIC WORK SESSION**

**MAY 15, 2013**

**WILLIAM A. BRIGGS BUILDING (REED CONFERENCE ROOM)**

**845 PARK AVENUE, CRANSTON, RI**

**EXECUTIVE SESSION 6:00 P.M.**

**PUBLIC WORKSESSION IMMEDIATELY FOLLOWING EXECUTIVE  
SESSION**

**PUBLIC SESSION IMMEDIATELY FOLLOWING PUBLIC WORK  
SESSION**

**AGENDA**

**1. Call to order- 6:00 p.m. Convene to Executive Session pursuant to  
RI State Laws -**

**2. PL 42-46-5(a)(1) Personnel:**

**A. (Renewal of Contracts – Administrators/Principals)**

**3. PL 42-46-5(a)(2) Collective Bargaining and Litigation:**

**A. (Contract Negotiations' Update – Secretaries)**

**B. (Teachers)**

**C. (Teacher Assistants)**

**D. (Bus Drivers, Mechanics)**

**E. (Tradespeople)**

**4. PL 42-46-5 (3) Security**

- 5. Executive Session**
- 6. Call to Order – Public Session**
- 7. Roll Call – Quorum**
- 8. Adjourn to Public Work Session**
- 9. Public Work Session**
  - a. Permits – Jeannine Nota-Masse**
  - b. Breakfast in the Classroom – Janice Ruggieri**
  - c. Sodexo Annual Renewal Contract – Raymond Votto**
- 10. Adjourn Public Work Session to Public Meeting**
- 11. Executive Session Minutes Sealed – May 15, 2013**
- 12. Adjournment**

**School Committee members who are unable to attend this meeting are asked to notify the Chairperson in advance.**

**Interested persons and the public at large, upon advance notice, will be given a fair opportunity to be heard at said meeting on the items proposed on the Agenda.**

**Individuals requesting interpreter services for the hearing impaired must notify the Superintendent's Office at 270-8170 72 hours in advance of hearing date.**

**Any changes in the agenda pursuant to RIGL 42-46-6(e) will be posted**

on the school district's website at [www.cpsed.net](http://www.cpsed.net), Cranston Public Schools' administration building, 845 Park Ave., Cranston, RI; and Cranston City Hall, 869 Park Ave., Cranston, RI and will be electronically filed with the Secretary of State at least forty-eight hours (48) in advance of the meeting.

Notice posted: May 9, 2013

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**FOOD SERVICE MANAGEMENT COMPANY**

**AGREEMENT RENEWAL**

**SCHOOL DISTRICT(S) CRANSTON PUBLIC SCHOOLS**

**AGREEMENT NUMBER**

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**RHODE ISLAND DEPARTMENT OF EDUCATION  
OFFICE OF SCHOOL SUPPORT AND FAMILY ENGAGEMENT  
NUTRITION PROGRAMS**

**In accordance with Federal law and the U. S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and**

**TDD.) USDA is an equal opportunity employer. Further the RI Department of Education does not discriminate on the basis of sexual orientation or religion. To file a complaint of discrimination with the State of RI, write to the RI Department of Education, Director, Office of Equity and Access, 255 Westminster Street, Providence, RI 02903 or call (401) 222-4600.**

## **ATTACHMENTS**

**MEAL EQUIVALENT DETERMINATION FORMULA  
SCHEDULE A**

**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION CERTIFICATION**

**CERTIFICATION REGARDING LOBBYING**



## **FOOD SERVICE MANAGEMENT AGREEMENT RENEWAL**

**This Food Service Management Agreement Renewal (Renewal) is made and entered into as of this 1st day of July 2013, by and between CRANSTON PUBLIC SCHOOLS, the School Food Authority (LEA) and SODEXO OPERATIONS, LLC., the Food Service Management Company (FSMC).**

**WHEREAS, the CRANSTON PUBLIC SCHOOLS (SFA) and SODEXO OPERATIONS, LLC., FSMC entered into a Food Service Management Agreement, dated July 1, 2010 whereby the FSMC was retained to manage and operate the Food Service for the SFA;**

**WHEREAS, the parties now desire to exercise a one (1) year renewal of the aforesaid Food Service Management Agreement;**

**NOW, THEREFORE, in consideration of the provisions contained herein, and for other good and valuable consideration, the parties hereto agree as follows:**

**1. Section 2.4 is deleted and the following substituted;  
Contract Year- July 1, 2013-June 30, 2014.**

**Also, any and all references to the 2012-2013 year shall be changed to 2013-2014.**

**2. Section 2.8 The Meal Equivalent is deleted and the following substituted;**

**\$3.68**

**3. Section 5.12 The 'Debarment, Suspension, Ineligibility and Voluntary Exclusion' Certification is updated and attached.**

**4. Section 5.13 'Certification Regarding Lobbying' is updated and attached.**

**5. Section 6.17 is deleted and the following is substituted therefor:**

**6.17 PERFORMANCE INCENTIVES. In addition to FSMC's Management Fee, Sodexo proposes to earn incentives in accordance with the following terms and conditions:**

**Financial Performance. FSMC will be paid an incentive of up to Ten Thousand Dollars (\$10,000) for each incentive threshold exceeding the proposed return. At no time will an incentive payment reduce the**

**Surplus due to LEA below that threshold level.**

**The following examples represent incentives payable to FSMC based on different levels of Surplus:**

**Incentive Threshold Schedule**

**Proposed Surplus \$332,725.00**

<b>Surplus</b>	<b>Threshold</b>	<b>Levels</b>	<b>Maximum</b>	<b>FSMC</b>	<b>Incentive</b>	<b>Maximum</b>	<b>LEA</b>
				<b>Benefit</b>			

\$332,725.00 to \$352,725.00	\$10,000	\$10,000
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\$352,725.01 to \$372,725.00	\$10,000	\$10,000
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\$372,725.01 to \$392,725.00	\$10,000	\$10,000
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\$392,725.01 to \$412,725.00	\$10,000	\$10,000
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\$412,725.01 to \$432,725.00	\$10,000	\$10,000
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\$432,725.01 to \$452,725.00	\$10,000	\$10,000
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\$452,725.01 to \$472,725.00	\$10,000	\$10,000
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\$472,725.01 to \$492,725.00	\$10,000	\$10,000
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\$492,725.01 to \$512,725.00	\$10,000	\$10,000
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\$512,725.01 to \$532,725.00	\$10,000	\$10,000
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\$532,725.01 to \$552,725.00	\$10,000	\$10,000
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**Any incentive payments earned by FSMC under this term shall be invoiced to the LEA after the end of each school year and shall be paid to FSMC as per payment terms defined in the contract. For the purpose of incentive payments, the reimbursement claim month related to payment shall be June of that year.**

**6. Section 7.2 B. The General Support Services Fee and the rate per Pattern Meal and Meal Equivalent amounts are deleted and the following substituted;**

**Rate per Pattern Meal and Meal Equivalent (\$.1074)**

**7. Section 7.3 B. The Management Services Fee and the rate per Pattern Meal and Meal Equivalent amounts are deleted and the following substituted;**

**Rate per Pattern Meal and Meal Equivalent (\$.0431)**

**5. Section 7.11 is added to the Agreement and reads as follows:**

**“7.11 SUMMER PROGRAM. Sodexo shall provide summer meal service commencing July 8, 2013 and continuing through August 16, 2013. Sodexo shall be reimbursed for its Operating Expenses and;**

**7.11.A. A General Support Services Fee equal to Thirty Three and 0/10 cents (.330) per Pattern Meal and Meal Equivalent served, computed monthly and included with the monthly invoice for Operating Expenses**

**7.11.B. A Management Fee equal to Nineteen and 6/10 cents (.196) per Pattern Meal and Meal Equivalent served, computed monthly and**

**included with the monthly invoice for Operating Expenses”**

**8. Sections, 7.5, 7.5.A and 7.5. B are deleted and the following is substituted:**

**“7.5 GUARANTEED RETURN: The LEA and FSMC shall work together to ensure a financially sound operation. The FSMC guarantees that the LEA shall receive a Surplus of Three Hundred Thirty Two Thousand Seven Hundred Twenty Five Dollars (\$332,725.00). If the Surplus for the nonprofit food service program falls short of the aforementioned amount, the FSMC shall pay the difference to the LEA. Any Guaranteed Return received by the LEA must remain in the nonprofit food service account.**

**9. District operating costs will be added to the monthly Operating Statement, but will have no effect on our guarantee**

**10. Section 7.8 A. The Average Daily Attendance is deleted and the following substituted; ten thousand three hundred thirty five (10,335)**

**11. Section 7.8 C. The value of donated commodities is deleted and the following substituted; (\$.2725)**

**12. Section 7.8 I. The projected number of full feeding days are deleted and the following substituted; Elementary-180 days, Middle/Jr.-180 days, High School-180 days**

**13. Section 7.8.H is deleted and the following is substituted:**

**7.8 H The state minimum wage shall not rise above \$8.00 during the 2013 - 2014 contract year.**

**14. SCHOLARSHIP. For every year that this Agreement is in effect, FSMC shall provide to LEA at the end of each school year a scholarship fund in the amount of One Thousand Dollars (\$1,000.00). LEA shall be responsible for determining the student(s) to receive the scholarship(s). If the Agreement is terminated for any reason, FSMC shall have no future obligation as it relates to this.**

**15. Schedule A 'Meal Equivalent Determination Formula' is deleted and replaced with the  
attached Schedule A 'Meal Equivalent Determination Formula'.**

**16. This Renewal is effective July 1, 2013. All other terms and conditions contained in the Agreement, and any prior Agreement Renewals, shall remain unchanged and in full force and effect.**

**17. An unsigned copy of this Agreement Renewal will be submitted no later than May 1,  
2013 to RIDE's Office of School Support and Family Engagement,  
Nutrition**

**Programs for their review and approval. After approval, a signed**

copy of the

Agreement Renewal will be submitted no later than June 30, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement Renewal to be signed by their duly authorized representatives.

**CRANSTON PUBLIC SCHOOLS, (LEA)**

By: \_\_\_\_\_

Name (printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SODEXO OPERATIONS, LLC. (FSMC)**

By: \_\_\_\_\_

Name (printed: **Scott Loretan**

Title: **Senior Vice President**

Date: \_\_\_\_\_

## **SCHEDULE A**

### **MEAL EQUIVALENT DETERMINATION FORMULA**

All numbers used for this formula are from the LEA's last completed school year.

<b>Full Price High School Student Lunch</b>	<b>\$3.00</b>
<b>Federal Reimbursement Paid Lunch</b>	<b>.35</b>
<b>Per Meal State Match</b>	<b>.04367</b>
<b>Per Meal Entitlement Allowance</b>	<b>.2725**</b>
<b>Per Meal Bonus Value*</b>	<b>.01</b>

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**MEAL EQUIVALENT     \$3.68**

**\*The following is the formula to determine Per Meal Bonus Value:**

**Total value of Bonus Commodities divided by the total number of lunches, meal equivalents, and adult meals equals the Per Meal Bonus Value.**

**\*\*Per meal entitlement allowance effective 7/1/13 through 6/30/14**

**U. S. DEPARTMENT OF AGRICULTURE**

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

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**This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.**

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

**(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.**

**(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.**

**SODEXO OPERATIONS, LLC.  
SCHOOLS**

**CRANSTON PUBLIC**

**Organization Name  
Project Name**

**PR/Award Number or**

**\_\_\_\_\_ Scott                      Loretan,                      Senior                      Vice                      President**

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

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**Signature(s)**

**Date**

**Instructions for Certification**

**1. Be signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.**

**2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other**

remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

**6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.**

**7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.**

**8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.**

**9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is**

**suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.**

## **CERTIFICATION REGARDING LOBBYING**

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**\_\_\_\_\_Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.**

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

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

**(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.**

**(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying", in accordance with its instructions.**

**(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.**

**Sodexo Operations, LLC.**

10400 Little Patuxent Parkway, Suite 490

Columbia, MD 21044

Name/Address of Organization

Scott Loretan, Senior Vice President

Name/Title of Submitting Official

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Signature

Date

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Food Service Budget SY 2013-2014 Name of District Cranston Public Schools

Name of FSMC Sodexo Services

PROJECTED REVENUE School Unit Price # of Meals Extended Price

Sales Lunch \$

Paid Meals Elementary Schools \$ 2.25

140,490 \$ 316,102.50

Middle School \$ 3.00 37,393 \$

112,179.00

High School \$ 3.00 56,999 \$

170,997.00

Reduced-Price Meals District Wide \$ 0.40

75,222 \$ 30,088.80

**Adult Sales District Wide \$**

**Sales Breakfast**

<b>Paid Meals Elementary Schools \$</b>	<b>-</b>	<b>\$</b>
<b>-</b>		
<b>Middle School \$</b>	<b>-</b>	<b>\$</b>
<b>High School \$</b>	<b>-</b>	<b>\$</b>
<b>Reduced-Price Meals District Wide \$</b>	<b>-</b>	<b>\$</b>
<b>-</b>		

**Adult Breakfasts District Wide**

**Other Sales/Income**

<b>Special Functions \$</b>	<b>34,000.00</b>	
<b>Bank Interest \$ \$</b>		
<b>Other Income/ Vending \$ \$</b>		
<b>Other Income/ A LA CARTE/Students \$</b>	<b>199,083.00</b>	
<b>Other Income/ Milk A la Carte \$ \$</b>	<b>11,525.00</b>	
<b>Other Income/ Vendor Rebates \$ \$</b>		
<b>Other Income/Paid Snacks \$ \$</b>		
<b>Subtotal Sales \$</b>	<b>873,975.30</b>	<b>A</b>

**Federal Reimbursement**

**Lunch**

<b>Paid Meals District Wide \$</b>	<b>0.360</b>	<b>234,882 \$</b>
<b>84,557.52</b>		
<b>Reduced-Price Meals District Wide \$</b>	<b>2.620</b>	

75,222 \$ 197,081.64

Free Meals District Wide \$ 3.030 468,019 \$

1,418,097.57

Total Lunches \$ 1,699,736.73

### Breakfast

Paid Meals District Wide \$ 0.28 26,607 \$

7,449.96

Reduced-Price Meals District Wide \$ 1.29

1,384 \$ 1,785.36

Free Meals District Wide \$ 1.60 6,872 \$

10,995.20

Total Breakfasts 34,863

### Severe Need Breakfast

Paid Meals District Wide \$ 0.28 146,470 \$

41,011.60

Reduced-Price Meals District Wide \$ 1.60

37,033 \$ 59,252.80

Free Meals District Wide \$ 1.91 232,954 \$

444,942.14

Total Breakfasts 416,457 \$ 545,206.54

### Federal Reimbursement Snacks

Paid Snacks District Wide \$ -

Reduced Price Snacks District Wide	\$		-
Free Snacks District Wide		15,343	\$
			11,968.00

**Federal Reimbursement Afternoon K-Milk Program**

Paid Milk Elementary Schools	\$	0.50
74	\$	37.00

**Free Milk Elementary Schools**

TOTAL Fed. Reimbursements District Wide			15,343
\$	2,288,822.00	B	

State Match District Wide		-	\$
			35,015.00

USDA/Pattern Meal	\$	-	
Commodity Value District Wide	\$		
	\$	35,015.00	C

TOTAL REVENUE A + B + C	\$	3,197,812.30
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**PROJECTED EXPENSES**

**Food Unit Cost # of Meal Cost**

Student Lunches	\$	0.92	781,978	\$
				719,419.76

Student Breakfasts	\$	0.80	451,320	\$
				361,056.00

Adult Lunches	\$	1.00	1,700	\$
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1,700.00

Adult Breakfasts \$ - - \$

-

Special Functions \$ - \$ 15,385.00

Equivalent Meals \$ 13,000.00

Food Costs (excluding a la carte) \$

USDA Processing Charge \$ - \$

USDA Commodity Charge \$ - \$

USDA/Pattern Meal \$ - \$ -

Student After School Snacks \$ 0.50

14,960 \$ 7,480.00

Student K-Milk \$ 0.50 500 \$

250.00

Vending \$ -

District wide a la carte \$ 0.50

Other: Rebates, Allowances and Discounts (-) \$ - \$

(137,080.00)

Other: Commodity Offsets \$ -

Net Food Cost \$ 981,210.76 D

## Labor

Hourly Wages-attach detail \$ \$

Administration/Clerical \$

Food Service Workers \$ 811406

taxes & insurance \$ 184595

Benefits \$ 100208

**Salaried-attach detail \$ \$**

**Management \$ 204927**

**Other: Mgt Benefits/Taxes \$ 71929**

**Other Payroll Costs \$ \$**

**FICA \$ \$**

**Retirement \$ \$**

**Unemployment \$ \$**

**Health/Life Insurance \$ \$**

**Holiday/Sick/Personnel \$ \$ -**

**Worker's Compensation \$ \$ -**

**Gen. Liability \$ \$**

**Other (Specify) \$ \$ -**

**Other (Specify) \$ \$**

**Total Payroll/Benefits \$ 1,373,065.00 E**

**Other Expenses**

**Auto Allowance \$ \$**

**Cafeteria Supplies \$ \$**

**Paper Costs \$ \$90,044**

**Equipment rental \$ \$**

**Equipment repair \$ \$ 15,000.00**

**Insurance: Gen Liability & WC \$ \$49,800**

**Menu/Ticket Printing \$ \$**

**Office Supplies \$ \$ 6,651.00**

**Performance Bond \$ \$**

**Small Equipment \$ \$ 8,753.00**

Physicals \$	\$	
Background Check \$	\$	
Program Promotions \$	\$	3,700.00
Replacements \$	\$	
Cleaning \$	\$16,941	
Telephone \$	\$	2,761.00
Uniforms \$	\$	8,427.00
Laundry \$	\$	
Utilities \$	\$	
Personal Computer \$	\$	
Vehicle Repair/Maint. \$	\$	
Licenses/Taxes \$	\$18,799	
Miscellaneous \$	\$	20,000.00
Training \$	\$	737.00
Fuel Charge \$	\$	1,694.00
Printing materials \$	\$	3,718.00
Other: Nutrition Education \$	\$	
Other: Delivery charges \$	\$	3,608.00
Other: Consulting \$	\$	3,663.00
Other: Advertising \$	\$	
Other: Vehicle Leases \$	\$	27,452.00
Other: Vehicle Operations \$	\$	20,000.00
Other: Commodity Delivery/Processing \$	\$	
Other: Management Meetings \$	\$	
Other: FS Health Inspections \$	\$	
Other: POS Systems \$	\$	

**NSF Audit \$ \$2,497**

**Total Other Expenses \$ 304,245.00 F**

**FSMC Costs**

**Management Fee \$ 115,143.00**

**General Admin Fee \$ 46,207.00**

**Amoritization 45200**

**\$ -**

**Total FSMC Costs \$ 206,550.00 G**

**TOTAL EXPENSES D + E + F + G \$ 2,865,070.76**

**TOTAL REVENUE \$ 3,197,812.30**

**TOTAL EXPENSES \$ 2,865,070.76**

**PROFIT (REVENUE MINUS EXPENSES) \$ 332,741.54**

**Value of Guarantee \$ 332,725.00**