

Lexington Public Schools

146 Maple Street ♦ Lexington, Massachusetts 02420

AMENDMENT 2

REVISIONS OF OPERATION OF PROGRAM INFORMATION

IN THE

AFTER SCHOOL STRUCTURED PROGRAM FOR ELEMENTARY STUDENTS RFP

1. Under #6g on Page 6 of the RFP – Operation of Program, added Year 4 and Year 5 of the additional rate figures during the school vacation weeks:
 - g) The Lessee may operate vacation day programs from 8:00 a.m. to 6:00 p.m. during school vacation weeks (December, February & April). Additional rate of \$274.00/day for the first year, \$283.00/day for the second year, \$292.00/day for the third year, **\$301.00 for the fourth year and \$310.00 for the fifth year** of the lease per site added to minimum price.
2. Under “Lease of Space” on Page 34 - #I.A.2, added item “e” and “f” and #I.A.4. See attached revised “Lease of Space” document.
3. Under “Lease of Space” on Page 34 – I.A.4, has been revised. See attached revised “Lease of Space” document.
4. Under “Lease of Space” on Page 36 – VI. Rent – A., Columns for Year 4 and Year 5 have been added. See attached revised “Lease of Space” document.
5. Attached is a Proposed Tuition Rate Form for each proposer to fill out and include in their proposal submission.
6. Attached is the “Wellness Policy” which relates to the Wellness Policy Implementation Guidelines listed on Page 39 of the RFP. It is also located on the LPS website at <http://lps.lexingtonma.org/about/LPSWellness>.

LEASE OF SPACE

AT THE _____ ELEMENTARY SCHOOL
BETWEEN THE TOWN OF LEXINGTON
and

The Town of Lexington, acting through its School Committee, (hereinafter referred to as the TOWN or LESSOR), enters into this lease with _____, (hereinafter referred to as LESSEE).

The TOWN shall lease space to the LESSEE at the _____ Elementary School, in Lexington, Massachusetts, for the purpose of running a structured program for elementary school students after school hours, according to the terms specified below.

I. SERVICES PROVIDED BY THE LEXINGTON PUBLIC SCHOOLS

A. The Lexington School Committee agrees to provide the following spaces to the LESSEE at the _____ Elementary School, subject to any and all of the following restrictions:

1. Use of the space identified in and for the hours listed in Exhibit A.
2. Use of the following facilities from 3:00 p.m. to 6:00 p.m., Monday through Friday:
 - a) Parking in the parking lots only; there shall be no parking in the driveway or access roads;
 - b) Gymnasium: Program may schedule and request use of gymnasium space for the next week each Friday on a space available basis for no additional cost, provided, however, that school district and the community uses take priority over Program use.
 - c) The area designated on Exhibit B, Pg. 2, Parking Plan for the drop-off and pick-up of children attending the LESSEE'S program; and
 - d) The use of, in common with others, the corridors and the entrances to the School for access to the Leased Premises.
 - e) **Kitchens: The program may schedule and request use of kitchens with Chartwell's Dining Services, Nancy Wiseman, Food Service Director, 781-861-2320 x1181. Program will be billed for the time of an employee to supervise use and cleanup of equipment by the program. This is to preserve all serving permits and Board of Health regulations required of our kitchens.**
 - f) **Teacher's Room – Access for washing pitchers and other food related items as necessary after school without students. (This is a private space for teachers and students are not allowed in this space under any circumstances)**
3. Use of all facilities listed in this Lease, during school vacations, from 8:00 a.m. to 6:00 p.m., Monday through Friday.
4. **The Town reserves the right to substitute substantially similar spaces to those listed herein in the first, second, third, fourth and fifth years of this Lease, including, to the extent necessary, regularly scheduled rotation among several classrooms. Such spaces shall be large enough to comfortably accommodate all of the children who will use the spaces. If substitution of spaces is required, the Town shall give notice to Lessee of which spaces shall be initially used no less than ten (10) days prior to the commencement of the school year. In the event that the Town requires the rotation of classrooms, the Town shall provide, after the initial designation of spaces, a monthly schedule of rotation of classroom spaces thirty (30) days in advance of the commencement of such rotation.**

B. Utility, maintenance and custodial services provided by the Lexington Public Schools

2. Utility services. The Town will provide the necessary heat, hot water and other utilities, but not telephone service, to ensure the safe operation of the space provided, in accordance with local and state building codes.
3. Regular maintenance and custodial services. The Town agrees to provide reasonable cleaning of all areas used by the Program during its Operating Hours including any bathrooms in close proximity to the Licensed Premises (the "Bathrooms").

4. Repairs. The Town shall repair, within a reasonable period of written notice by the Lessee to the Director of Public Facilities, at the Department of Public Facilities, 146 Maple Street, Lexington, MA 02420, any unsafe or dangerous conditions on school property which pose a danger to the children who attend the Lessee or the employees of the Lessee and which unsafe or dangerous conditions are not a result of any action or inaction of the Lessee or its employees, agents or representatives.

If such unsafe or dangerous conditions are the result of any action of the Lessee or its employees, agents or representatives, the Lessee shall provide written notice to the School Principal, Business Administrator, and Director of Public Facilities of such conditions and the School Department shall have the option of requiring the Lessee to make repairs or shall repair the condition itself at the sole cost and expense of the Lessee.

II. LESSEE agrees that:

- A. The LESSEE shall only use these leased facilities sited in this Lease for the purpose of providing after-school structured programs for elementary school students.
- B. LESSEE must have an offsite mail location. Neither the LESSEE nor the Program may use the mail delivery or the address of the School Building in which the Leased Premises are located.
- C. LESSEE shall not interfere with the Lexington School Department's use of the premises during the hours of school attendance.
- D. The LESSEE shall supervise children who are attending its program within the Leased Premises and within the School Building at all times, and LESSEE shall ensure that all such children are orderly when moving between areas leased to LESSEE.
- E. LESSEE will prevent children from wandering throughout the School Building unsupervised.
- F. Food will be allowed only in assigned areas.
- G. LESSEE shall comply with all applicable federal, state and local laws, regulations and ordinances, including without limitation, applicable licensing requirements School Committee wellness policy and allergy policy.
- H. LESSEE shall not assign this lease or sublet the whole or any part of the leased premises.
- I. LESSEE shall not modify or impair the Leased Premises in any manner without the prior written consent of the Lessor.
- J. LESSEE shall meet or exceed all criteria listed in the Request for Proposal during the entire lease term (see below).
- K. LESSEE agrees to respectful use of the buildings and will clean up extraordinary messy conditions caused by Lessee or children under its supervision.

IV. LEASE TERM

- A. The lease term shall commence on two business days prior to the start of school and continue through the third day following the close of school for the school year. The Lease covers the school years of 2011-2012, 1012-1013, 2013-2014, 2014-1015 and 2015-2016.
- B. Notwithstanding anything contained herein to the contrary, The TOWN may terminate this Lease:
 1. immediately in the event of fire or other casualty to the Leased Premises that will result in repairs taking more than 10 days to complete;
 2. the Building, or portion thereof, is determined by a majority of the Lexington School Committee to be necessary to meet its educational responsibilities as defined in Mass. Gen. L. ch. 71; or
 3. the LESSEE is in breach of the lease as referred to in Article X of this Agreement.

V. THE TOWN'S RIGHT TO ACCESS LEASED PREMISES

- A. The TOWN reserves the right for itself and its agents to enter the Premises or any parts thereof at any time to make inspections, alterations, or additions in or to the Leased Premises or the Building. The TOWN shall give LESSEE notice of such inspections, alterations and additions as soon as the TOWN has such information and in no event shall LESSEE be given less than twenty-four (24) hours notice. Notwithstanding the above, the LESSOR may enter the Premises at any hour and without twenty-four (24) hour notice in the case of emergency affecting the Premises or Building.
- B. The exercise of these reserved rights by the TOWN shall not be deemed an eviction or disturbance of the LESSEE'S use and possession of the premises, nor a ground for abatement of any rent due hereunder, and it shall never render the TOWN liable in any manner to the LESSEE or any other person.

VI. RENT

- A. The rent for each school year within the time frame of August 30, 2011, to June 30, 2016, shall be paid in four installments annually on the dates and amounts specified below. The Town of Lexington shall not render invoices for the lease payments. The lease payments shall be calculated as follows:

Lease Payment Due Date	Year 1	Year 2	Year 3	Year 4	Year 5
October 15					
December 15					
March 15					
June 5					
Total Annual Lease Amount	\$	\$	\$	\$	\$

Total student enrollments are to be reported by Lessee quarterly with Lease payment.

- B. Failure to make any payment within ten days after it is due shall be considered a violation of this lease.

VII. INSURANCE

- A. LESSEE will provide to TOWN, prior to commencement of the Term of this License Agreement, certificate(s) of insurance evidencing that LESSEE carries insurance as required herein with a licensed insurance company acceptable to the TOWN. Such insurance shall not be cancelled nor modified without thirty (30) days' written notice to the TOWN. LESSEE shall carry, throughout the Term, the coverages and limits as indicated below:

Commercial general liability insurance, written on an occurrence basis, for bodily or personal injury or death of persons or damage to property on or about the Leased Premises. The limit to such liability insurance shall be not less than \$1,000,000 per occurrence and in the aggregate. Such liability insurance shall name the TOWN as an additional insured.

Worker's compensation insurance as required by the laws of the Commonwealth of Massachusetts covering persons employed by Licensee.

VIII. ASSUMPTION OF LOSS AND LIABILITY

- A. LESSEE agrees that it shall pay for all labor performed or furnished, all materials used or employed in the performance of work by LESSEE under this lease, and all rent or hire of equipment employed by LESSEE in its work.
- B. During the term of the lease, the LESSEE'S relationship to the TOWN shall be that of an independent organization. LESSEE shall have no capacity to involve or bind the TOWN in any contract nor to incur any liability on the part of the TOWN.
- C. LESSEE shall be responsible for any and all damages caused by clients, staff and/or visitors of the leased premises and contents, including acts of vandalism.
- D. Indemnification. LESSEE agrees to indemnify and hold harmless the TOWN, the School Committee and their respective servants, agents, employees, representatives and assigns, against any and all injury, loss or damage, of

whatever nature, including without limitation reasonable counsel fees and expenses, arising out of the willful misconduct or negligent act or omission of the LESSEE or its servants, agents, employees and representatives; provided if LESSEE'S insurer is defending any claims against the TOWN, then LESSEE shall not be liable for the separate counsel fees of the TOWN in absence of a manifest conflict of interest.

IX. ALTERATIONS AND RENOVATIONS

Any renovation or alteration to the building by LESSEE must be submitted to the Director of Public Facilities and approved in advance in writing. The cost of any renovation or alteration will be at the expense of LESSEE. Upon termination of this lease, LESSEE must restore the building to its original condition.

X. REMEDIES OF THE TOWN

LESSEE agrees that if the TOWN at any time determines that the LESSEE has violated any of the provisions of this lease, the TOWN shall terminate the lease upon thirty (30) days notice to the LESSEE of such violation. The decision of the TOWN shall be final.

XI MISCELLANEOUS

- A. Notices. Any notice required or permitted hereunder shall be in writing and shall be hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed:

if to the Town, to:

Lexington School Committee,
School Administration Building,
146 Maple Street
Lexington, Massachusetts 02420,

and if to the Licensee, to:

- B. Hiring of Town of Lexington Employees: Must be reviewed and approved by the Assistant Superintendent of Human Resources.
- C. The failure of either the LESSOR or the LESSEE to insist upon the strict performance of any provision of this Lease Agreement shall not constitute a waiver of compliance with the remaining provisions of this Lease Agreement.
- D. This Lease Agreement shall constitute the only agreement between the LESSEE and the TOWN relative to the use of the Leased Premises, and no oral statements and no prior written matter not specifically incorporated herein shall be of any force and effect. In entering into this Lease Agreement, the LESSEE relies solely upon the representations and agreements contained herein.
- E. The documents, and the requirements, terms and conditions contained therein, which were part of the TOWN's Request for Proposals for rent of the Leased Premises, together with the LESSEE's Proposal in response thereto, are expressly incorporated into this Lease Agreement.
- F. This Lease Agreement may be amended only by written agreement of both the LESSOR and the LESSEE.
- G. This Lease Agreement shall be signed in three (3) counterparts, each of which shall have the force and effect of any original.
- H. This Lease Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this and three (3) duplicates, on this _____ day of _____, ____.

LEXINGTON SCHOOL COMMITTEE,

[Name], Chairperson

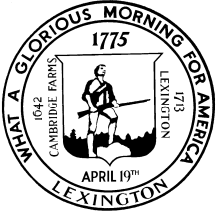
LESSEE

Individual or Corporate Name

BY: _____

This is to certify that this procurement was made on behalf of the Town of Lexington in accordance with the requirements of Mass. Gen. L. ch. 30B.

Procurement Officer: _____ Date: _____



Lexington Public Schools

146 Maple Street ♦ Lexington, Massachusetts 02420

PROPOSED TUITION RATE FORM

FOR THE

AFTER SCHOOL STRUCTURED PROGRAM FOR ELEMENTARY STUDENTS RFP

List below the cost for tuition for each student to attend your After School Structured Program for Elementary Students. The table below represents the cost for all grades.

Program	Cost per Block	2 Blocks	3 Blocks	4 Blocks	5 Blocks	6 Blocks
	(Block=3hr units)					
Bowman	\$	\$	\$	\$	\$	\$
Estabrook	\$	\$	\$	\$	\$	\$
Fiske	\$	\$	\$	\$	\$	\$
Harrington	\$	\$	\$	\$	\$	\$
Hastings	\$	\$	\$	\$	\$	\$

If a different cost is associated to a certain grade, list the information in the table below:

Program	Grade	Cost per Block	2 Blocks	3 Blocks	4 Blocks	5 Blocks	6 Blocks
		(Block=3hr units)					
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

LEXINGTON SCHOOL COMMITTEE POLICY

WELLNESS POLICY First Reading: May 30, 2006
Second Reading: June 6, 2006
Date Approved by
School Committee: June 20, 2006
Date Amended by
School Committee: June 19, 2007

Signature of Chair: _____

Page 1 of 3

I. BACKGROUND

Section 204 of PL 108-265, the Child Nutrition and WIC Reauthorization Act of 2004, states:
“Not later than the first day of the school year beginning after June 30, 2006,
each local educational 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 (U.S.C. 1771 et seq.) shall establish a local school
wellness policy for schools under the local educational agency...”¹

II. PURPOSE AND SCOPE

The Lexington Public Schools (LPS) is committed to promoting health and wellness for the students and staff within the school community. LPS supports guidelines for nutrition education, physical activity, food and beverages sold and served within our schools, and the establishment of a wellness advisory board.

Nutrition Education and Physical Activity

- The health education curriculum will include nutrition education following the Massachusetts Department of Education (DOE) Curriculum Frameworks at all levels consistent with our system’s goal of offering elementary, middle, and high school health education.
- LPS will strive to have time allotted for physical activity within the school day be consistent with research and national and state standards.
- Physical Education requirements will meet or exceed the minimum Massachusetts DOE requirements at all levels.
- LPS is committed to providing daily recess at the elementary school level, recognizing the importance of recess to this age group.
- LPS will proactively encourage lifetime physical activity and wellness through education.
- LPS will collaborate with local groups and agencies to provide parent education around healthy choices, good nutrition, a balanced and healthy use of screen time, and the benefit of increased physical activity for children.

¹ PL 108-265, The Child Nutrition Act and WIC (Special Nutrition Program for Women, Infants and Children) Act of 2004.

Guidelines for Foods and Beverages Served

- At the elementary level all parties and celebrations will be food free.
- At the secondary level, particularly at the middle schools, food free parties and

celebrations will be strongly encouraged and promoted.

- Food as a reward will be eliminated in all classrooms.
- The use of food within the curriculum or for special school events must be approved by the building Principal and school nurse, and only when it has been determined that other instructional tools and accommodations cannot be substituted.

Guidelines for Foods and Beverages Sold

- All foods and beverages sold individually by the contracted food service provider, à la carte or in vending machines, will serve to enhance a student's school lunch with the focus on healthier food and beverage choices. These choices will follow the guidelines to be developed by the Wellness Advisory Board.
- Meals served through the National School Lunch and Breakfast Programs will be appealing and attractive to children, served in clean and pleasant settings, meet or exceed nutrition requirements established by local, state, and federal statutes and regulations, and offer a variety of fruits and vegetables. Portion control and nutritious food choices will be considered in the pricing of our school lunch.
- Breakfast programs at all schools will be supported and encouraged.
- There shall be no discrimination in any manner within the National School Lunch and Breakfast Program sold and served to students.
- Schools will provide students with adequate time to eat lunch, appropriate to each age group. Lunches will be scheduled at times consistent with our students' need for nutrition, fluids, and socialization opportunities within the school day.
- Student vending machines will be available only at the high school level.
- No soft drinks (soda/pop) will be available for sale to students at any school.
- Schools will promote the use of non-food items for fundraising activities and will make available to the school community a list of alternative ideas for fundraising activities.

III. IMPLEMENTATION

Principals

- Principals, in collaboration with the school system's business manager and the contracted food services manager, will have oversight of the school lunch program within their buildings.

Wellness Advisory Board

- The Superintendent will establish a Wellness Advisory Board that will foster physical activity, wellness, and good nutrition in our schools.
- This advisory board will consist of at least nine members:
 - Four parents appointed by the Superintendent
 - A school administrator to be appointed by the Superintendent
 - A representative from the Town of Lexington Board of Health, and people holding the following positions or their equivalents:
 - Food Services Director,
 - Coordinator of Physical Education and Wellness, and
 - Coordinator of School Health Services
- The Advisory Board's role and responsibilities will include but not be limited to:
 1. Recommend procedures to the Superintendent and Principals to implement this policy.
 2. Review the policy and the implementation procedures annually.

3. Monitor and evaluate the progress LPS is making toward compliance with the goals of the policy.
4. Measure the outcomes of the changes implemented by various tools such as student satisfaction surveys, parent satisfaction surveys, school health statistical data collected in compliance with the Department of Public Health (DPH), and other data collection and monitoring mechanisms.
5. Provide an annual report to the Superintendent of Schools regarding the policy and its implementation, including recommendations and measures to take to improve student wellness.
6. Advise the contracted food services provider on meeting the goal of offering healthy, attractive, and student-acceptable breakfast, lunch, and à la carte food items that meet or exceed federal and state guidelines.
7. Support school based wellness initiatives as they develop
8. Act as a liaison to municipal agencies that are collaborating with LPS on wellness programs.
9. Promote parent and staff education around the Wellness Policy.

IV. EVALUATION

The Superintendent will provide a report to the School Committee by the end of 2007 describing the implementation of this Wellness Policy. The report will include, but is not limited to information about staff assigned nutrition and wellness responsibilities, available statistics about the health and wellness status of students, successes and challenges implementing the wellness policy provisions, goals and specific actions for improving nutrition and wellness, achievement of the goals and actions, and any recommendations for future revisions to the Wellness Policy itself.

V. REFERENCES

- Massachusetts Public Health Association www.mphaweb.org/
Roberta Friedman, Director of Education rfriedman@mphaweb.org
"Community Action to Change School Food Policy: An Organizing Kit"
- National Alliance for Nutrition and Activity (NANA) www.nanacolatition.org
"Model Local School Wellness Policies on Physical Activity and Nutrition"
- National School Boards Association www.nsba.org/
"Action Guide for School Nutrition and Physical Activity Policies"
- Action for Healthy Kids www.ActionForHealthyKids.org
- Massachusetts Department of Education www.doe.mass.edu/
- Massachusetts Department of Public Health www.mass.gov/dph