

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
PROFESSIONAL SERVICES CONTRACT**

This Contract is being entered into this 8th day of November 2021, by and between **A & Associates, Inc.** (“Contractor”) and Milwaukee Board of School Directors (“MPS”).

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

Contractor shall provide qualified, diverse contingent staffing services for the food service assistant (FSA) position to support vacancies in the Department of School Nutrition. This position performs a variety of food service operations to include food preparation, serving, cashiering at elementary, middle or high school sites. Maintain facility in a sanitary condition, adheres to health department codes and MPS protocol and guidelines. Contractor shall provide services in accordance with the Nutrition Services LTE Employee Guidelines and job description attached hereto as Exhibit A.

Contractor shall comply with and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors’ Administrative Policy 3.09(17), which requires that employees be paid a “living wage.” MPS reserves the right to request the replacement of personnel assigned by the Contractor with no notice and at no additional cost to MPS if, in MPS’ sole discretion, it is determined that the personnel does not adequately meet the needs of MPS.

In assigning any candidate to work at MPS, Contractor agrees to ensure that the candidate(s) assigned under this contract meets the following MPS pre-employment qualifications:

- i. Passed a recent pre-placement physical exam and a 10-panel drug test and is free from tuberculosis.
- ii. MPS uses a TB questionnaire in lieu of the TB test. The TB test is administered on an as-needed basis with approval from MPS.
- iii. Been subjected to a name-based criminal information background check by Contractor in the 365 days prior to the date candidate will commence work for MPS. The results of each check must be provided to MPS’s Department of Employment Relations before candidate may commence work. Contractor shall not assign and/or subcontract any candidate from a source to work at MPS until Contractor performs such a criminal background check, and it is determined by MPS’s Department of Employment Relations, in its sole discretion, that there is nothing in the background of the candidate that would render the candidate unfit to work at MPS with children. Reasons candidates may be rejected include, but are not limited to, falsification of background information or conviction of an offense or pending charges which substantially relate to the duties and responsibilities to be assigned to the candidate. Allowing a candidate who has not been subjected to a background check in accordance with these provisions to perform work for MPS will be a material breach of the contract between MPS and Contractor and may result in the immediate termination of the same;
- iv. Costs for pre-employment qualification testing and screening shall be borne by Contractor.

Contractor will abide by all terms and conditions of the MPS Employee Handbook and will be responsible for any subcontractors who perform under this contract. Contractor shall provide MPS’s Department of Procurement and Risk Management with acceptable proof that its subcontractors are in compliance with the insurance requirements of this contract prior to any subcontracting as referenced herein

Contractor is the employer of record and pays the appropriate taxes for every employee, i.e. FICA, SUTA FUTA, Workers Compensation (per position), general liability, as well as the compliance costs including criminal background checks and drug tests.

Contractor shall provide, at its own expense, all personnel, supplies, and equipment required to perform the services under this Contract.

2. TERM

This Contract shall be in effect November 8, 2021 through October 31, 2022.

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract or their replacement.

3. COMPENSATION

Total compensation under this Contract shall not exceed \$49,999.00.

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

MPS
Attn: Mohammed Abdullah – Director School Nutrition
5225 W. Vliet St. – Rm. 31
Milwaukee, WI 53208

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

4. NON APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

5. NON-DISCRIMINATION

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

6. INDEMNITY

Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this Contract.

7. BACKGROUND CHECKS

Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and

potential administrators, board members, officers, and employees who have, or who are anticipated to have, “direct, unsupervised contact” with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS’s Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at 564@milwaukee.k12.wi.us), all completed background checks. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS’s sole discretion.

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not be subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor’s employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers’ Compensation, Employers’ Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers’ Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

Workers’ Compensation	Statutory Limits
Employers’ Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor’s and subcontractors’ general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor’s insurers providing the coverages required by MPS for the duration of this Contract.

9. SHIPPING /TAXES

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Directors’ Textbook Contract, which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

10. IRREPARABLE HARM

It is mutually agreed the breach of this Contract on Contractor’s part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor’s part shall entitle

MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

11. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

12. TERMINATION BY MPS - BREACH BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with five (5) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

13. TERMINATION BY MPS

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor 20 days' notice, but reserves the right to give immediate notice. In the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

14. INDEPENDENT CONTRACTOR

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

15. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

16. PROHIBITED PRACTICES

- A. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm

which does business with or is attempting to do business with MPS.”

- C. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- E. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

17. LIVING WAGE REQUIREMENT

Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors’ Administrative Policy 3.09(17), which requires that employees be paid a “living wage.”

18. NOTICES

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

19. WAIVER

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

20. INTEGRATION / SEVERABILITY

This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of Contractor’s packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

21. CHOICE OF LAW & FORUM

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

22. TIMING

Time is of the essence in this Contract.

23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System (“EPLS”) maintained by the General Services Administration (“GSA”).

24. FORCE MAJEURE

MPS will not be liable to pay Contractor for any work that the Contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS’s reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party’s financial condition or negligence).

25. STUDENT DATA

Contractor acknowledges that student data is protected by both federal and state law. *See Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

26. NON-DISCLOSURE

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

27. MPS LOGO/PUBLICITY

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach.

28. ORDER OF PRIORITY

Should Contractor and MPS sign Contractor's Contract in addition to this Contract, the terms set forth in this Contract shall govern in the event of a conflict.

29. PUBLIC RECORDS

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.


30. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 0 hours. The Career Education requirement for this Contract is 0 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

CONTRACTOR (Vendor #: V031618)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

DocuSigned by:
By: 
04E7874273B14DF...
Authorized Representative

DocuSigned by:
By: 
91ABB73E994C473...
Janine Adamczyk, Director
Procurement & Risk Management

11/10/2021
Date: _____

11/28/2021
Date: _____

A & Associates, Inc.
951 Sansbury's Way
West Palm Beach, FL 33411
(561) 533-5303

By: NOT REQUIRED
Keith P. Posley, Ed.D.,
Superintendent of Schools

Date: _____

SSN / FEIN: [REDACTED]

Budget Code: LNC-0-0-LNH-DW-ECTSTEMP

By: NOT REQUIRED
Robert E. Peterson, President
Milwaukee Board of School Directors

Date: _____

Reviewed by Risk Management:

By: [REDACTED]
2B2A533C34654F9...

11/16/2021

Date: _____

11/29/2021



Nutrition Services LTE Employee Guidelines**Start of Shift:**

We ask that all employees arrive roughly 5 minutes before the start of their shift so you are able to put your uniform on, put on your hair net, wash your hands etc. so that you will be ready and on the kitchen floor at the start of your shift.

When you arrive at the school please enter the building at the front door (generally the flag pole is outside the front door) and sign in as a visitor in the school office. Have the school staff direct you to the kitchen.

- Please note that for shifts starting before 7AM no one may be in the school office and direct the person to call the school kitchen manager phone to be let into the building.

Uniform Guidelines:

Required to Wear	Do NOT Wear
Clean Top- Polo Shirt/Button Up Shirt in plain black, white, navy or grey	No T-shirts
Black Pants	No leggings, jeggings, jeans, sweatpants, shorts, athletic pants or cargo pants
Black, slip resistant, low heeled, pleather/rubber shoes with black socks	No mesh athletic shoes, sling back, high top, toe-less, backless shoes or heels
Hair Net (can be bought at Walgreens, CVS, Walmart)	No hats, doo rags, skull caps, bonnet/bouffant, scarf, head wrap
Mask (Cover the nose/mouth)	

Body/Facial Accessories and Tattoos/Grooming:

- Piercings in ears, nose face or exposed body parts are not allowed
- Jewelry- necklaces, bracelets, watches etc. are not allowed
- Fake and/or semi-permanent eyelashes are not allowed
- Nails- fake/acrylic nails, gel nails, nail polish, nail jewelry and decals are not allowed
- Inappropriate tattoos must be covered at all times

You must have the required uniform items to start working in MPS Nutrition Services kitchens. If you do not have the correct shoes/pants/hairnet/mask you will be sent home from your school assignment and not allowed to return to work until you have the items.

Cell Phone Policy

- Personal cell phones and their accessories (blue tooth ear devices, ear buds, headphones etc.) are not permitted on the kitchen work floor and must remain with employee's personal belongings.
- Personal calls/texts should only be made on your 30-minute unpaid break (if you have one)

Call-In Procedures

- In case of absence, food service employees must make **TWO** required phone calls:
 - o Call your food service manager at the school you are assigned prior to 6:30am.
 - o Call the Department of Nutrition Services Absence Reporting Line prior to 6:30am at (414) 475-8370
 - Clearly state your first and last name (spell if necessary)
 - Name of the school to which you are currently assigned
 - Must provide a reason for your absence
 - Anticipated length of absence

Break Policy

- If you are working 5 hours or more at a site you are entitled to a 30-minute unpaid lunch break
- If you are working 3-4.5 hours you will not receive a break

Free Meal Policy

- Every employee is entitled to one free meal of the day (breakfast or lunch)
- The employee must eat the meal on-site and cannot take it home
- The employee cannot sell or give away their free meal to anyone else
- If the employee is working 5 hours or more they will need to eat their free meal during their 30-minute unpaid lunch break
- If the employee is working 3-4.5 hours per day and does not receive a lunch break they are allowed to eat their meal before or after their shift.

Drug, Alcohol and Tobacco Free Workplace

- Drugs and alcohol are not permitted on school property
- Smoke Breaks
 - o Employees working 5 hours or greater that receive a 30-minute lunch break are only allowed to smoke during their designated break. An employee cannot break this into multiple small breaks to accommodate additional smoke breaks
 - o Employees working 3-4.5 hours do not receive a break and therefore do not get a smoke break
 - o Employees are not allowed to smoke on school property, in the parking lot or in their car sitting in the parking lot of the school

Customer Service Policy

- A professional and positive attitude is one of the most important assets an employee can have. A good attitude is accompanied by a willingness to follow the instruction and leadership of management as well as cooperating with your co-workers and school staff.
- Foodservice is a highly customer-oriented business; therefore, the disrespect and/or disregard of management, co-workers, school staff and students will not be tolerated and could result in disciplinary action



**MILWAUKEE
PUBLIC SCHOOLS**

Administration Building
5225 West Vliet Street
Milwaukee, WI 53201-2181
P. O. Box 2181
Area 414: 475-8205

OFFICE OF HUMAN RESOURCES

Job Information

Job Title: Food Service Assistant	Last Revised/Approved:
Job Code:	Reports To: Food Service Manager
Office: Office of Nutrition Services	Department: Nutrition Services

Compensation Information

Pay Grade:	Pay Range: \$
FLSA Status:	Term of Employment:

Position Summary/Purpose:

Performs a variety of food service operations to include food preparation, serving, cashiering at elementary, middle, or high school sites. Maintains facility in a sanitary condition and adheres to health department codes. Full time status ranges from 6 – 8 hours daily; part time status ranges from 3 – 5.5 hours daily. No nights, weekend or holidays.

Core Competencies:

- Decision Quality and Problem-Solving
- Communication and Customer Service
- Professionalism
- Equity, Access, and Inclusion

Essential Functions:

- Prepares breakfast, lunch, dinner, and snack food items as assigned following standardized recipes
- Serves high quality, nutritious meals to students and adults
- Adheres to sanitation guidelines and proper food handling techniques in accordance with department standards
- Operates food service machinery and equipment in a safe and efficient manner
- Assists in cleaning up the kitchen and cafeteria
- Assists with putting away delivered stock using the first in first out method of rotation
- Operates a computer software program for meal counts
- Maintains accurate counts of meals and supplies
- Demonstrates good customer service towards students, parents, school staff and co-workers
- Works cooperatively and safely with staff and co-workers
- Attends training seminars and staff development opportunities
- Actively supports the MPS Strategic Plan.
- Performs other duties as assigned.

Job Requirements:

Education Requirements:

High school diploma or GED equivalent
Must be 18 years of age or older

Experience Requirements:

Previous experience in large quantity food preparation is preferred

Knowledge, Skills and Abilities:

Excellent customer service skills

Ability to read, write, follow recipes, and calculate meal quantities using simple math

Knowledge of basic measurements for dry and liquid ingredients

Ability to follow instructions and accept direction from manager and work as a team member

Physical Demands:

Majority of the work is performed by standing or walking. The work requires using hands for simple grasping, pushing and pulling. The work at times requires bending, squatting, crawling, climbing, reaching with the ability to lift, carry, push or pull heavy weighted items. Must be able to lift a minimum of 35 pounds. The work requires activities involving exposure to changes in temperature and humidity.

Equal Opportunity:

It is the policy of the District that persons seeking employment with the District shall not be discriminated against in employment by reason of their age, race, creed, color, religion, handicap or disability, pregnancy, marital or parental status, sex, citizenship, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, membership in the National Guard, state defense or reserves, political affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, physical, mental, emotional or learning disability, or any other factor protected by local, state or federal law in all employment practices including terms, conditions and privileges of employment.

Reasonable accommodations requested by qualified individuals with disabilities will be made in accordance with the Americans with Disabilities Act (ADA) of 1990, as amended by the Americans with Disabilities Act Amendments Act (ADAAA) of 2008.

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on the District. Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act must be submitted to the Employee Rights Administration Department in the Office of Human Resources.

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
PROFESSIONAL SERVICES CONTRACT
FIRST MODIFICATION**

On November 8, 2021, the Milwaukee Board of School Directors and A & Associates, Inc. entered into Professional Services Contract number C030303 (“Contract”), with a term of November 8, 2021 through October 31, 2022.

In accordance with Section 20 of the Contract, the parties modify those terms and conditions identified below.

Section 3., Compensation, is modified, adding the language following “\$49,999.00”, to read, “Food Service Assistant is billed at a rate of \$15.00 per hour”

CONTRACTOR

DocuSigned by:
By: 
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Date: 11/18/2021

A & Associates, Inc.
951 Sansbury’s Way
West Palm Beach, FL 33411
(561) 533-5303

Tax ID: 

Budget code(s): LNC-0-0-LNH-DW-ECTSTEMP

MILWAUKEE BOARD OF SCHOOL DIRECTORS

DocuSigned by:
By: 
91ABB73E994C473...
*Janine Adamczyk, Director
Procurement & Risk Management*


Date: 12/1/2021

By: Not Required
*Keith P. Posley, Ed.D.
Superintendent of Schools*

Date: _____

By: Not Required
*Robert E. Peterson, President
Milwaukee Board of School Directors*

Date: _____

DocuSigned by:
Reviewed By: 
2B2A533C34654F9...
Risk Management

Date: 11/29/2021

Date: 12/1/2021

