

Jersey Shore Area School District
Board of Education – Regular Meeting
Minutes of May 13, 2019

A. Opening

1. Call to Order: Mr. Craig Allen, President, called the meeting to order at 6:59 p.m.

2. Roll Call:

Members Present: Mr. Craig Allen, Mr. Harry Brungard, Mr. Christopher Fravel, Mr. John Pecchia, Mrs. Michelle Stemler, Mrs. Karen Stover, Mr. Merrill Sweitzer, Mrs. Mary Thomas, Mrs. Kelley Wasson and Dr. Jill Wenrich, Superintendent

Others Present: J. David Smith, Esq., Solicitor, Mr. Benjamin Enders, Board Secretary and Dr. Kenneth Dady, Assistant Superintendent.

3. Pledge of Allegiance Led by Briar Cohick and Elijah Schrack representing Avis Elementary.

B. Presentations

1. Communications: None

2. President's Report: None

3. Student Representative Report: None

4. Intermediate Unit Report: None

5. Superintendent's Report:

a. Recognition of FBLA State winners - Jill Wenrich

b. Pollinator Garden - Lou Anne Gasperine

c. BusBoss Software Agreement at first read - Ken Dady (Attachment)

d. BLAST IU 17 and Jersey Shore Area School District Inter-Governmental Agreement for shared Special Education Services for the 2019-2020 school year at first read - Ben Enders (Attachment)

e. Non contractual employee wage increases - Ben Enders (Attachment)

K. Executive Session: An executive session was held for legal and personnel issues starting at 7:30 p.m. after which business was conducted.

Meeting resumed at 8:20 p.m.

C. Courtesy of the Floor on Agenda Items: None

D. Personnel

1. Personnel Items:

Motion: A motion was made by Chris Fravel and seconded by John Pecchia to approve the following Personnel items as listed on the Agenda:

a. accepting a letter of resignation from Mindy Gunn as the Middle School Cross Country coach and Assistant High School Cross Country coach, effective April 19, 2019.

b. Katie Williams as a Volunteer Varsity Boys & Girls Track and Field coach, effective May 14, 2019.

- c. Gregory Scere as a bus aide with Susquehanna Transit.
- d. a half day without pay for employee number 2018-19-24, on Friday, April 26, 2019, afternoon.
- e. a day without pay for employee number 2018-19-25, on Friday, June 14, 2019.
- f. accepting a letter of resignation from Bonnie Mitcheltree as Middle School Cafeteria Monitor, effective the end of the 2018-2019 school year.
- g. accepting a letter of retirement from Susan Stabley, Custodian at the High School with 13 years of service, effective August 14, 2019.
- h. accepting a letter of retirement from Sherrie Brown, Head Custodian at the High School with 15 years of service, effective August 15, 2019.
- i. FMLA from May 16, 2019 thru June 20, 2019 (approx.) for employee 2018-19-26.
- j. appointment of Debra Schneider to a part time Food Service position at the Middle School, \$9.90 per hour, effective May 14, 2019.

The vote was a unanimous yes. Motion carried.

E. Curriculum and Instruction: None

F. Building and Grounds: None

G. Finance:

1. Finance Items

Motion: A motion was made by Mary Thomas and seconded by Kelley Wasson to approve Miscellaneous item G.1.a. as listed on the Agenda:

- a. Nutrition, Inc. as Food Service Provider July 1, 2019 through June 30, 2023. (Attachment)

The vote was a unanimous Yes. Motion carried.

Motion: A motion was made by Kelley Wasson and seconded by John Pecchia to approve Miscellaneous item G.1.b. as listed on the Agenda:

- b. the PDE 2028 - Proposed Final General Fund budget for Fiscal Year 2019-2020. Final approval will be in June. (Attachment)

The vote was 8 yes and 1 no. Motion carried.

Motion: A motion was made by Mary Thomas and seconded by Harry Brungard to approve Miscellaneous item G.1.c. as listed on the Agenda:

- c. Source 4 Teachers contract addendum, regarding Custodial substitute rates, effective May 14, 2019. (Attachment)

The vote was 5 yes and 4 no. Motion carried.

Motion: A motion was made by Chris Fravel and seconded by Kelley Wasson to approve Miscellaneous item G.1.d. as listed on the Agenda:

- d. a contract with Central Susquehanna Intermediate Unit to provide computer services during the 2019-2020 fiscal Year. (Attachment)

The vote was a unanimous yes. Motion carried.

Motion: A motion was made by Mary Thomas and seconded by Karen Stover to approve Miscellaneous item G.1.e. as listed on the Agenda:

- e. authorizing the distribution of District paychecks to employees on the following pay dates during the 2019-2020 fiscal year, unless directed by the Superintendent. Said paycheck distribution is to be done in accordance with the paycheck distribution procedures adopted by the Board on May 23, 2016, as amended.

(Attachment)

The vote was a unanimous yes. Motion carried.

Motion: A motion was made by John Pecchia and seconded by Mary Thomas to approve Miscellaneous item G.1.f. as listed on the Agenda:

- f. purchase of the following climate control equipment; eleven (11) commercial dehumidifiers (total cost = \$17,545), eleven (11) air scrubbers (total cost = \$8,965), and eleven (11) air movers (total cost = \$2,035) as recommended by the Capital Projects Committee at a total cost of \$28,545, funds will come from the capital reserve account.

The vote was a unanimous yes. Motion carried.

H. Miscellaneous:

1. Miscellaneous Items

Motion: A motion was made by Mary Thomas and seconded by Kelley Wasson to approve Miscellaneous items a. – d. and f. – i. as listed on the Agenda:

- a. a Resolution Supporting Statewide Cyber Charter School Funding Reform. (Attachment)
- b. the following out of state field trip:
 - June 27 - July 3, 2019-FBLA National Leadership Conference, San Antonio, Texas-10 students (Grades 10-12) Chaperone - Dolly Oden
- c. correction of the Germany out of country field trip dates, approved at the October 23, 2017 Board meeting, to July 9, 2019 thru July 18, 2019.
- d. Policy 217 - Graduation at second reading. (Attachments)
- f. to adopt and approve adjudication for a student disciplinary matter for Student 2018-19-10 heard on April 10, 2019.
- g. to adopt and approve adjudication for a student disciplinary matter for Student 2018-19-11 heard on April 10, 2019.

h. to adopt and approve adjudication for a student disciplinary matter for Student 2018-19-12 heard on April 25, 2019.

i. candidates per the attached list, as provided by Mr. Steven Keen, JSASD High School Principal, for the award of a diploma. (Attachment)

The vote was a unanimous yes. Motion carried.

Motion: A motion was made by John Pecchia and seconded by Karen Stover to approve Miscellaneous item c as listed on the Agenda:

e. an MOU between JSASD and BLaST IU 17 relating to short-term grant writing services at second reading. (Attachment)

The vote was a unanimous no. Motion failed, but with a recommendation to proceed with modifications of the MOU.

I. Old Business: Optional plan public meeting date not set at this point.

J. Courtesy of the Floor on Items not on the Agenda:

Kelly Butzler-Porter Twp. – commented on JSOL.

Bob Pryor-Mifflin Twp. – commented on Act 43 closure hearing, staff that voluntarily took pay freezes for 18-19 school year and teacher contract.

Edward Dammer-Piatt Twp. - commented on students and disciplinary action this school year.

K. Executive Session: An executive session was held for legal and personnel issues starting at 9:13 p.m. after which no business was conducted.

Meeting resumed at 10:23 p.m.

L. Adjournment

The May 13, 2019 Regular Board Meeting was adjourned at 10:24 p.m.

Respectfully submitted,

Benjamin J. Enders
Board Secretary



Orbit Software

424 King Street
Pottstown, PA 19464-5610
www.busboss.com

BusBoss™ SOFTWARE SUPPORT AGREEMENT

CUSTOMER: JERSEY SHORE AREA SCHOOL DISTRICT
175 A&P Drive
Jersey Shore, PA 17740

Effective Date: July 1, 2019
Terms are Attached as part of this Agreement
☐ Purchase Order Attached
Invoice will be issued upon receipt of signed Agreement

SUPPORT AGREEMENT INCLUDES (For complete listing see Agreement Terms):

- Free unlimited, timely, no-charge, toll free, telephone support for questions relating to the procedures and operations of software (excludes data related support) for unlimited users.
- Free unlimited, secure, no-charge, Internet support for remote viewing or software use assistance.
- On-site support and any support that is not related to the procedures and operations of software, will be billed at a discounted rate per hour or flat daily rate, (includes lodging, travel time and expenses), to be prepaid.
- 24-hour on-line user-guided training access from within the BusBoss software.
- Unlimited software updates and enhancements during period of support using website access.
- Free Internet Update training workshops as updates are released.
- Web based Field Trip Upload Support.

BusBoss™ Professional Renewal Support Options (select option desired):

- ☒ **3 Year Commitment with equal Annual Payments, due by July 31st of each year. No Annual Increases.**
A 5% discount in the amount of \$177.50 billed at \$3,372.50 for each full year. (100% Early Termination Fee)
COST: \$ 10,117.50 (applying discount) PERIOD OF SUPPORT: July 1, 2019 to June 30, 2022

- ☐ **Annual Renewal (subject to annual increases)**
Payments received by July 31st qualify for a 5% discount in the amount of \$177.50 billed at \$3,372.50 for the renewal year.
COST: \$ 3,550.00 PERIOD OF SUPPORT: July 1, 2019 to June 30, 2020

Optional Integrated Software Support/Services for Unlimited Users through June 30, 2020

- | | |
|--|---------------------|
| <input checked="" type="checkbox"/> iBusBoss™ Support | \$ 260.00 per year. |
| <input type="checkbox"/> BusBoss MyTRIPS Support | \$ 780.00 per year. |
| <input type="checkbox"/> BusBoss Custom Student Import Tool Support | \$ 700.00 per year. |
| <input type="checkbox"/> BusBoss Custom Route Export Tool Support | \$ 700.00 per year. |
| <input type="checkbox"/> BusBoss LiveSYNC™ Support | \$ 790.00 per year. |
| <input type="checkbox"/> TRIPpatrol™ GPS Tracking Support | \$ 530.00 per year. |
| <input type="checkbox"/> STUDENTpatrol™ Student GPS Tracking Support | \$ 660.00 per year. |

CUSTOMER:
JERSEY SHORE AREA SCHOOL DISTRICT

Authorized Signature

Printed Name

Title

Date

VENDOR:
ORBIT SOFTWARE, INC.

Sonia M. Mastros

Authorized Signature

Sonia M. Mastros

Printed Name

President

Title

Date



Inter- Governmental Agreement for shared Special Education Services

This AGREEMENT is made this First day of July 2019, between **Jersey Shore Area School District, Jersey Shore, PA** and **BLaST, Intermediate Unit #17** of, Williamsport, Pennsylvania and Canton, Pennsylvania ("IU"). In consideration of the promises and covenants contained in this agreement and intending to be legally bound, the parties agree as follows:

RESPONSIBILITIES OF THE IU

1. During the 2019-2020 school year, the IU shall provide and operate the programs and services enumerated in "Appendix A" attached hereto. For purposes of this agreement, the phrase "programs and services" shall mean the following:
 - a. Professional or paraprofessional staff in such numbers and with such certification, licensure, or training as is required to implement this agreement in accordance with all applicable provisions of state and federal law in effect on the above date.
 - b. Supervision, administration, classroom management, and evaluation of all professional and paraprofessional staff used to implement this agreement and other duties as described in the supervisor job description attached to this contract (Appendix B).
 - c. Administrative and clerical support services from departments or programs within the IU other than the Special Education Department, when required in the judgment of the IU for the effective and efficient implementation of this agreement.
 - d. Provision of criminal background information on all individuals for whom such information is required by Section III of the Public School Code of 1949, 24 P.S. s 1-111.
2. The IU shall ensure that the programs and services provided in accordance with paragraph 1 comply with all requirements of state and federal law in effect on the above date, to the extent that such compliance does not depend on the performance or actions of the District, the Commonwealth or federal governments, or any other individual or entity beyond the control of the IU. When compliance with the requirements of state or federal law, including the provision of a free appropriate public education, depends upon the performance,

actions, or cooperation of the District, the IU shall make every effort to advise the District accordingly.

3. On or before May 1, for each ensuing year that the parties renew this agreement, the IU shall establish and shall notify the District in writing of the unit cost of each program or service enumerated in or added to Appendix A for the ensuing year. The IU shall base the unit cost for a program or service on the actual cost that the IU estimates it will incur to provide the program or service in accordance with paragraph 1 during the term of this agreement, or any renewal year. These estimated unit costs shall be incorporated into Appendix A and shall thereby be incorporated into this agreement.
4. Reconciliations – Immediately upon the cost of the term of this agreement and upon the conclusion of any renewal year thereafter, the IU shall calculate the total, actual costs that it incurred in the implementation of this agreement. The cost calculations shall be made by taking the total costs incurred in providing a particular program or service and dividing it by the total number of days or hours of service provided, then multiplying the resultant daily or hourly cost times the number of days or hours of use by the District. On or before November 1, the IU shall issue a statement containing the total thus calculated and the total payments received from the District in accordance with this agreement during the preceding year. If the amount expended is greater than the amounts received from the District, the statement shall include a bill for the difference. If the amount is less than the amounts received from the District, the statement shall so indicate, and the IU shall reimburse the difference to the District according to the process described in Section D.
5. For those programs or services provided to local school districts, the IU shall follow the school calendar and schedule adopted by the District in which the service(s) is/are provided.

RESPONSIBILITY OF THE DISTRICT

6. On or before April 1, the District shall identify those programs and services that the District wishes the IU to provide in accordance with this agreement.
7. The District shall pay the IU according to the schedule contained in Section D.
8. The District shall assure the following for programs or services included in this contract:
 - a. Furnished classrooms and other space comparable in size and consideration to classrooms with the District to which non-exceptional students are typically assigned and which are located in reasonable proximity to the regular ebb and flow of building activities, unless the

identified needs of the students assigned to the program or service require otherwise.

Allocation of classrooms and other instructional space is the responsibility of the various school districts participating in this agreement. Fair-share of space and/or compensation for their equal share is the responsibility of the participating school districts. Fair share allocations shall be determined no later than August 1, and not changed thereafter without written consent of all districts participating in this agreement.

- b. Compliance with all applicable provisions of the Asbestos Hazard Emergency Response Act of 1986 and its implementing regulations, including preparation and maintenance of a management plan covering the building.
- c. Compliance with accessibility and other applicable building standards under any state or federal law in effect on the above date, including but not limited to Section 504 of the Rehabilitation Act of 1973 and its implementing regulations, the Americans with Disabilities Act and its implementing regulations, the Pennsylvania Human Relations Act and its implementing regulations, and Act 166 of 1998.
- d. Assistance, cooperation, and participation of District staff in the development and implementation of adaptations and support services necessary to enable students assigned to the program or service to participate to the maximum extent possible in mainstream or integrated educational or extracurricular activities.
- e. The same regular education support and ancillary services as provided to non-exceptional students.
- f. Application of building or district discipline and student conduct policies in a manner consistent with state and federal laws applicable to exceptional students in effect on the above date.
- g. Curriculum development and provision of such in-service programs, training, and mentor programs to IU staff necessary to implement this agreement in accordance with state and federal law and the terms of any applicable labor agreements to which the IU is party.

COORDINATED RESPONSIBILITIES

The District shall remain responsible for the multidisciplinary evaluation and reevaluation (MDE) and IEP development and revision processes for all exceptional or thought-to-be exceptional students who reside within the District. The IU shall make appropriate members of its staff available at reasonable times and locations for participation as needed in MDE's and IEP

planning conferences. Nothing in this paragraph, however, shall require the IU to make available any staff member not directly involved in the provision of programs or services in accordance with this agreement. The IU shall adhere to all recommendations of the IEP team to the extent that implementation of those recommendations is within the scope of the programs and services enumerated in this agreement. The District shall adhere to all recommendations of the IEP team that require the provision of programs, services, accommodations, or support not within the scope of the programs and services enumerated in this agreement.

PAYMENT SCHEDULE

9. The District agrees to pay the IU a total of **\$401,696.11** the programs and services provided pursuant to this agreement in five (5) scheduled payments on or before the dates listed below.

1.	August 31, 2019	20%	\$80,339.22
2.	October 30, 2019	20%	\$80,339.22
3.	December 31, 2019	20%	\$80,339.22
4.	February 28, 2020	20%	\$80,339.22
5.	April 30, 2020	20%	\$80,339.22

Final reconciliation of actual costs shall be made on or before November 1 of the following year and subsequent billing if necessary.

LIABILITY

10. The IU agrees to indemnify, defend, and hold harmless both the District and any director, officer, agent or employee of the District against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this agreement or from the maintenance or operation of any equipment or vehicles provided or used by the IU under the terms of this agreement. The IU shall maintain sufficient liability insurance for this purpose.
11. The District agrees to indemnify, defend, and hold harmless both the IU and any director, officer, agent, or employees of the IU against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional or support staff of the District or from the maintenance, use, or operation of any real property, equipment, or vehicles. The District shall maintain sufficient liability insurance for this purpose.
12. None of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this agreement shall be considered employees or agents of the District for any purpose, and none of the administrative, professional, paraprofessional, or support staff of the District shall

be considered employees or agents of the IU for any purpose. The IU agrees to indemnify, defend, and hold harmless the district against all claims, damages, losses, or penalties resulting from any determination, whether judicial, administrative or otherwise, that any of the foregoing staff members provided by the IU under the terms of this agreement is an employee or agent of the District. The District agrees to indemnify, defend, and hold harmless the IU against all claims, damages, losses, or penalties resulting from the determination, whether judicial, administrative or otherwise, that any of the foregoing staff members provided by the District under the terms of this agreement is an employee or agent of the IU.

13. This agreement is intended to and shall be construed as consistent with all applicable state and federal laws in effect on the above date. To the extent that the law is construed as inconsistent with the language of this agreement, the law shall supersede the language as the contractual expression of the parties' intent and may be enforced as such.
14. This agreement constitutes the entire agreement and understanding between the IU and the District concerning the programs and services to which it applies. It supersedes and repeals all prior or contemporaneous agreements and understanding, written or oral on this subject. Any modification to this agreement shall be in writing executed by the legal representatives of the parties.
15. While it is the intent of both parties to honor the provision of this agreement, both reserve the right to terminate the agreement due to any unforeseen actions by non-contract parties such as the Pennsylvania Department of Education. Such termination shall be effected in a manner that maintains the rights of students, parents and IU employees.

BLaST Intermediate Unit #17

BY: Brian R. Driscoll ATTEST: Jana L. Strong

Jersey Shore Area School District

BY: _____ ATTEST: _____

Jersey Shore Area School District

Classified Staff Proposed Pay Rates

2019-2020

Classification	18-19 Salary	% Increase	19-20 Salary
10 Month Secretary	\$ 30,704	1.5%	31,164
12 Month Secretary - Level 2	34,664	1.5%	35,184
12 Month Secretary - Level 3	36,389	1.5%	36,935
12 Month Administrative Assistant	39,618	1.5%	40,212
Educational Interpreter for the Deaf & Hearing Impaired	44,000	1.5%	44,660

Classification	18-19 Hourly Rate	% Increase	19-20 Hourly Rate
Part Time Custodians	\$ 11.53	1.5%	\$ 11.70
Crossing Guard	12.74	1.5%	12.93
Crossing Guard - Substitute	12.11	1.5%	12.29
Lunch Room Monitor	8.93	1.5%	9.06
Hourly Aide	8.93	1.5%	9.06
Security Police - Head Officer	14.78	1.5%	15.00
Security Police	12.64	1.5%	12.83
Attendance Officer	18.00	1.5%	18.27
Technology Entry	8.20	1.5%	8.32
Technology 1	9.23	1.5%	9.37
Technology 2	10.25	1.5%	10.40
Technology 3	11.28	1.5%	11.45
Technology 4	12.30	1.5%	12.48

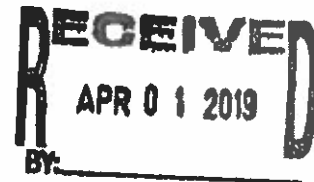
Step	18-19 Step Salary Scale			19-20 Step Salary Scale		
	A - Reg Ed	B - Spec Ed	C - Nurse	A - Reg Ed	B - Spec Ed	C - Nurse
1	15,782	16,438	17,089	16,019	16,684	17,345
2	16,187	16,841	17,497	16,430	17,093	17,759
3	16,606	17,261	17,912	16,855	17,520	18,181
4	17,034	17,693	18,342	17,290	17,958	18,618
5	17,469	18,123	18,776	17,731	18,395	19,058
6	17,894	18,547	19,201	18,163	18,826	19,489
7	18,326	18,979	19,632	18,601	19,264	19,926
8	18,748	19,402	20,055	19,029	19,693	20,356
9	19,178	19,830	20,478	19,465	20,127	20,786
10	19,603	20,255	20,911	19,897	20,559	21,225
11	20,032	20,683	21,339	20,332	20,994	21,660
12	20,054	20,708	21,358	20,355	21,019	21,678
13	20,075	20,729	21,384	20,376	21,040	21,704
14	20,099	20,752	21,403	20,401	21,063	21,724
15	20,120	20,773	21,426	20,422	21,084	21,747
16	20,140	20,794	21,445	20,442	21,106	21,767

Aides will receive step movement in 19/20

HSA Contribution will be \$700 for the Single Health Insurance Plan and \$1,400 for all other Health Insurance Plans in 2019-2020



pennsylvania
DEPARTMENT OF EDUCATION



March 27, 2019

Benjamin Enders, Business Manager
Jersey Shore School District
175 A & P Drive
Jersey Shore, PA 17740

Dear Mr. Enders:

The Division of Food and Nutrition (DFN) has reviewed and approved the enclosed proposed Food Service Management Company (FSMC) contract with The Nutrition Group for the 2019-20 school year. Please note each page is approved with my initials. Make two (2) copies of the contract prior to signing (one for the FSMC and one for the school). Obtain original signatures (**in blue ink only**) on the original and both copies of the contract. Once you have obtained all the required signatures and initials from the FSMC, as well as that of your school, return the original signed contract to:

Pennsylvania Department of Education
Bureau of Budget and Fiscal Management
Division of Food and Nutrition
Attn: SNP FSMC Contract
333 Market Street, 4th Floor
Harrisburg, PA 17126-0333

Forward one signed copy to the FSMC and retain the other signed copy for the school's files.

The Fact Sheet and Checklist Summary will need to be completed in Child Nutrition Program Electronic Applications and Reimbursement System (CNPEARS) when the 2019-2020 School Nutrition Programs (SNP) School Year opens, which will not be until mid-May 2019.

For future reference, instructions for completing the Fact Sheet and Checklist Summary are posted on PEARS > Applications > Download Forms > SNP – Contracting with a Food Service Management Company (FSMC) > FSMC Contract Fact Sheet Initial Year Guide (PDE-SNP-551). DFN will approve the Fact Sheet and Checklist Summary. An email will then be sent stating that the contract is fully executed. The FSMC may not be paid out of the non-profit school food service account until the contract is fully executed.

Please understand that the approval of this contract means you have submitted all the necessary documentation to satisfy the United States Department of Agriculture (USDA) federal procurement regulations but does not imply compliance with USDA regulations pertaining to the operation and administration of the Child Nutrition Programs.

If you have any further questions, please contact me at brandimart@pa.gov or at 1-717-783-7321.

Thank you,

BJ Martin, Administrative Officer
Procurement and Resource Management
Division of Food and Nutrition

Enclosure

cc: Sponsor file



pennsylvania
DEPARTMENT OF EDUCATION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
333 MARKET STREET
HARRISBURG, PA 17126-0333
www.education.pa.gov

**Food Service Management Company (FSMC)
Request for Proposal (RFP) and COST REIMBURSABLE Contract**

**Jersey Shore Area School District
117414003**

July 1, 2019 to June 30, 2020

Any School Food Authority (SFA) selecting to use a full-service FSMC must prepare a RFP utilizing this document which may not be re-typed or changed in any way. Addendums to the original or renewal year contract are not permitted. Should the SFA and FSMC enter into any addendum, the Division of Food and Nutrition (DFN) will not review the addendum and the language in this document prevails as binding. The standard form contract has open fields where additions can be made on the contract, itself, in lieu of attaching an addendum.

Division of Food and Nutrition Final Approval Date: ____/____/____

For DFN use only: *B/m*

Agreement Page

This bidder certifies that he/she shall operate in accordance with all applicable State and Federal regulations.

This bidder certifies that all terms and conditions within the Bid Solicitation shall be considered a part of the contract as if incorporated therein.

This Agreement shall be in effect for one year starting **July 1, 2019** through **June 30, 2020** and may be renewed by mutual agreement for up to four additional one-year period(s).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative the day and year.

Jersey Shore Area School District

SFA

The Nutrition Group

FSMC

Signature (in blue ink only) of Authorized Representative

Signature (in blue ink only) of Authorized Representative

Benjamin J. Enders

Printed Name of Authorized Representative

Jim Keller

Printed Name of Authorized Representative

Business Manager

Title

Regional Manager

Title

Date Signed

Date Signed

Witness Signature (in blue ink only)

Witness Signature (in blue ink only)

Printed Name of Witness

Printed Name of Witness

For DFN use only: *BJM*

General Information

A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a food service program for **Jersey Shore Area School District**, herein after referred to as the School Food Authority (SFA).

The bidder is herein referred to as the Food Service Management Company (FSMC). The contract will be between the SFA and the FSMC.

B. Procurement Method

1. All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with Title 2 CFR §200.318-§200.326.
2. This contract will be a Cost-Reimbursable contract whereas the FSMC will be paid on the basis of the direct costs (food, labor, and supplies) incurred plus fixed fees (administrative and management fees). Expenses that represent the administrative fee must be itemized. A management fee represents the profit to the FSMC.
3. The value of commodities received must be itemized in the regular monthly billing to the SFA to document savings resulting from commodity receipt. The FSMC will ensure that its system of inventory management will not result in the SFA being charged for donated foods.
4. The SFA must determine the existence of the proper pass-through value of the donated commodities; e.g., credits or reductions on the invoice in the month of receipt. The values are to be based on the values at the point the SFA receives the commodities from the Pennsylvania Department of Agriculture (PDA), and on USDA commodity prices pertinent to the time period and shall be in the meal cost that is included in the bidder's proposal.

C. Pre-Bid Meeting, Bid Submission and Award

1. Pre-Bid Meeting

- a. A meeting with interested bidders to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be held at **Jersey Shore Area Senior High**. See the timeline, Section D, below for date and time. Attendance is required.
- b. FSMC may bring no more than 2 representatives.
- c. Pictures will **not** be allowed.

2. Bid Submission and Award

- a. Proposals are to be submitted to:

Jersey Shore Area School District
Attention: Benjamin J. Enders
175 A&P Drive
Jersey Shore, PA 17740

Proposals are due before the start of the Public Opening. See the timeline, Section D, below for the date and time of the Public Opening. Proposals will not be accepted after this time. Proposals are to be submitted in a sealed envelope marked Food Service Management Bid.

- b. The SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed in-state or local geographic preferences in the evaluation of bids or proposals in accordance with Title 2 CFR §200.319(b).
- c. The SFA is prohibited from entering into a contract with a FSMC that provides recommendations, develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.

For DFN use only: *B/m*

- d. The SFA reserves the right to reject any or all bids, if deemed in the best interest of the SFA.
- e. For consideration, each FSMC must submit a complete response to this solicitation using only the forms provided. No additional forms will be accepted as part of this contract. If any additional forms are used, they are not binding and DFN will not review or approve these forms.
- f. The SFA will award the contract to the most qualified and responsible FSMC whose proposal is responsive to this solicitation. A responsible FSMC is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.
- g. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the FSMC's own risk and cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the bidder prior to the Pennsylvania Department of Education (PDE) Division of Food and Nutrition's (DFN) final approval of the contract, as dated on the cover page and the signing of the contract by all parties. Paying the FSMC from Child Nutrition (CN) program funds (non-profit school food service account) is prohibited until the contract is signed by both parties and final approval is provided by DFN. DFN approval must be initialed on each page of the contract prior to both parties signing of the contract.
- h. If additional information is required, please contact Benjamin J. Enders at 570-398-5050 or at benders@jsasd.org.

D. Timeline

	Scheduled Date & Time	Postponed Date & Time ¹
Pre-Bid Meeting	February 5, 2019 at 9:00 am	February 7, 2019 at 9:00 am
Last Date for Questions from FSMC	January 23, 2019 at 10:00 am	January 23, 2019 at 10:00 am
SFA provides Answers to FSMC Questions by	February 8, 2019 at 9:00 am	February 12, 2019 at 9:00 am
Public Bid Opening ²	February 19, 2019 at 9:00 am	February 21, 2019 at 9:00 am

¹ Postponed date is for any weather related or other postponements from the original scheduled date.

² Public bid opening must be at least two weeks after the Pre-Bid meeting or the date the SFA provides answers to FSMC questions, whichever date is later. Take into account the postponed Pre-Bid Meeting date when setting the original public bid opening date.

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E. Award Criteria

The contract will be awarded to the responsible bidder whose proposal is most advantageous to the program with price and other factors considered. An evaluation committee must be comprised of at least three people. Each committee member evaluates proposals independently. Select one of the following scoring methods:

- ☒ **One-Step Scoring Method:** The relative value assigned to each criterion must be specified and "Cost" must be the primary factor (assigned 51% or more of the points or assigned the greatest number of points compared to other factors). Once the criterion has been evaluated and ranked, the SFA may negotiate with any bidder receiving an average of 50% or more (criteria must be consistent with the RFP and cannot add or delete specifications/requirements. i.e. the scope cannot change). At the conclusion of the negotiations the proposals are rescored and the award is made to the bidder presenting the most advantageous proposal, with price used as the primary factor.

Cost	30
Service Capability	20
Financial Conditions/Stability, Business Practices	10
Accounting and Reporting Systems	5
Personnel Management	10
Experience and References	5
Promotion of the School Food Service Program	10
Involvement of Students, Staff and Patrons	5
Quality Assurance	5
N/A	0
Total points possible:	<u>100</u>

- ☐ **Two-Step Scoring Method:** Technical proposals are evaluated and ranked using the value assigned to each criterion before cost is considered. The SFA may negotiate with any bidder receiving an average of Insert Percentage% or more (criteria must be consistent with the RFP and cannot add or delete specification/requirements. i.e. the scope cannot change). At the conclusion of the negotiation the SFA requests bidders to submit best and final price. The award is made to the bidder submitting the lowest price.

Service Capability	Enter the amount of possible points
Financial Conditions/Stability, Business Practices	Enter the amount of possible points
Accounting and Reporting Systems	Enter the amount of possible points
Personnel Management	Enter the amount of possible points
Experience and References	Enter the amount of possible points
Promotion of the School Food Service Program	Enter the amount of possible points
Involvement of Students, Staff and Patrons	Enter the amount of possible points
Quality Assurance	Enter the amount of possible points
Other Criteria	Enter the amount of possible points
Total points possible:	<u>100</u>

F. Bid Protests

Any action which diminishes full and open competition seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential FSMCs. SFAs must attach their bid protest procedures to their RFPs. Pursuant to Title 2 CFR §200.318(k), SFAs must in all instances disclose all information regarding a protest to DFN.

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G. Bonding Requirement

Bid Guarantee: The FSMC shall submit with its proposal, a bid guarantee for at least five percent (5%) of the total bid price (Total FSMC Costs) in the form of a firm commitment such as a bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned (a) to unsuccessful FSMCs as soon as practicable after the opening of bids; and (b) to the successful FSMC upon execution of such further contractual documents (i.e., insurance coverage) and bonds as required by the proposal.

H. Captions

Captions in all sections of this document are provided only as a convenience and shall not affect the interpretation of this instrument, and its attachments.

I. Contract Terms

The contract shall be for a period of one year with the school year beginning on or about **July 1, 2019**, and ending **June 30, 2020**, with up to four one-year renewals with mutual agreement between the SFA and the FSMC.

This contract cannot be effective prior to the date of final approval by DFN, as dated on the cover page, and signed by both parties.

J. Employees

Retention of the current food service employees is addressed in the Standard Terms and Conditions under subsection Employees.

K. Errors or Omissions

The proposing FSMC shall not be allowed to take advantage of any errors or omissions in the RFP specifications. Where errors occur in the RFP specification, the FSMC shall promptly notify the contact person listed. Inconsistencies in the RFP specifications are to be reported prior to proposals being submitted. The SFA must communicate to all potential bidders.

L. Final Contract

The complete contract includes all documents included by the SFA in the RFP and the proposal submitted by the FSMC. No additional addendums may be added.

M. Gifts from FSMC

The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from FSMCs nor potential FSMCs. To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

N. Disqualified Bids

1. **Non-Responsive Bids** – Any FSMC that submits an incomplete proposal that fails to meet the specifications of this RFP shall not be considered in the scoring process. The FSMC may be considered non-responsive and the proposal may not be accepted. Any FSMC that submits a proposal for items or activities not requested by the SFA as specified in the RFP shall not be considered in the scoring process. In such instances, the FSMC also may be considered non-responsive and the proposal may not be accepted.
2. **Late Bids** – The SFA will not consider any bid received after the exact time specified for receipt.

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O. Meal Equivalents

For the purpose of making the meal count computation, the number of meals served to children shall be determined by actual counts of reimbursable meals. The FSMC and SFA shall determine a la carte meal equivalents by dividing the a la carte revenue by the per-meal sum of the Federal and State free meal reimbursement plus the per meal value of USDA entitlement and bonus donated foods. A la carte revenue shall include adult meals and a la carte sales to students and adults. If applicable, include revenue from vending machine sales as part of the a la carte revenue.

P. Payment and Fees

The following definitions are provided to clarify what are allowable direct costs:

- **Food:** limited to those items purchased for use in the preparation and service of student, adult, and a la carte meals as specified under terms and conditions.
- **Labor:** limited to on-site employees responsible for the management, preparation, service, and clean-up of meals.
- **Miscellaneous Expenses:** paper supplies, equipment rental, cleaning materials, commodity handling and warehousing charges, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and as contractually obligated herein. All expenses must be allowable and directly allocable to the food service operation.

Q. Additional Information

1. This proposal and contract are based on the SFA's 21-day menu. Please check a box below indicating whether or not additional proposals/worksheets will be considered. (Choose one)
☒ No
☐ Yes, the SFA will consider alternate menus when submitted with the proposal along with the Attachment CR3, Projected Operating Costs (POC), that demonstrate the cost associated with implementation of the alternate menu. The FSMC must also submit an Attachment CR3, POC, on the original menu.
2. Indicate whether or not the SFA provides meals to other sponsors and, if so, list the name of the sponsors to which the SFA provides meals. (Choose one)
☐ No
☒ Yes, the SFA provides/sells meals to other sponsors.
List Name of Other Sponsors:
Lycoming Clinton CCCA
*No FSMC employees are allowed to be onsite at these above-listed sponsors.
**Signed Agreement(s) to Sell or Purchase Meals from Sponsor to Sponsor (PDE-3086). Must be in place each year for each sponsor listed above.
3. Indicate the number of proposals to be submitted by the FSMC
3 paper copies
1 electronic copies

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4. The SFA may add any additional items that need to be covered in the RFP/original contract below. The SFA may not add additional items to the Renewal Year Contracts without rebidding unless the item constitutes an immaterial change from the original contract. PDE cannot provide an exclusive listing of which changes are material regarding the many procurement actions undertaken in CN programs. The SFA should consult with legal counsel in making those determinations. However, PDE views a change as material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP.

If the services of the FSMC are to begin after the start of the school year and the beginning contract term date is later than July 1 (i.e. January 1), enter the beginning contract term date under this section and include that date in the advertisement and solicitation. It must also be addressed at the walk-through. The ending contract term date will always be June 30.

Do not repeat any items/specifications outlined under General Information (A-P) or the Standard Terms & Conditions (1-29).

District potentially could be closing both Avis and Salladasburg Elementary Schools leaving the Jersey Shore Area Elementary, Middle School and High School remaining. The new grade configurations of the remaining schools potentially could be K-3, 4-7, & 8-12, respectively.

The district could potentially changes its operating week to a 4-day week instead of the traditional 5-day week. This could expand offerings to dinner.

The district could begin a CACFP program at one or all of the buildings.

The district could potentially transfer employees to the FSMC payroll at any time.

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Standard Terms and Conditions

1. Scope and Purpose

A. The FSMC shall operate in conformance with the SFA's Policy Statement/Agreement with PDE.

B. The SFA *currently operates* the programs indicated below with a checkmark:

- | | |
|--|--|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) | <input type="checkbox"/> Child and Adult Care Food Program (CACFP) |
| <input type="checkbox"/> Extended School Year | <input type="checkbox"/> At-Risk Supper |
| <input checked="" type="checkbox"/> School Breakfast Program (SBP) | <input type="checkbox"/> Special Milk Program (SMP) |
| <input type="checkbox"/> Afterschool Snack Program (ASP) | <input type="checkbox"/> Vending |
| <input type="checkbox"/> Summer Food Service Program (SFSP) | <input checked="" type="checkbox"/> A la Carte |
| <input type="checkbox"/> Seamless Summer Option (SSO) | <input type="checkbox"/> Community Eligibility Provision (CEP) |

Proposals must be inclusive of all of the SFA's current programs. However, the SFA reserves the right to add and/or expand the federal CN program to provide the availability of food resources to children and students that can be served through these programs. Prior approval must be obtained by the State Agency before adding a CN program and both parties must agree to the addition. The SFA also reserves the right to remove CN programs.

- C. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
- D. The food service provided shall be operated and maintained as a resource to the SFA's students, faculty, and staff and not as a source of profit to the FSMC.
- E. The FSMC shall comply with the rules, regulations, policies, and instructions of PDE and USDA, and any additions or amendments thereto, including but not limited to, Title 7 CFR parts 210, 215, 220, 245, 250; Title 2 CFR part 180, 200, 417, and 418; and Title 7 CFR parts 225 (SFSP) and 226 (CACFP), as applicable.
- F. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA's non-profit school food service account. Any profit or guaranteed return shall remain in the SFA's non-profit school food service account. If there is a guaranteed return, it can be no less frequent than yearly. This is a non-profit program and, as such, the SFA's non-profit school food service account should retain a maximum balance of three (3) months operating expenses on hand as is required under Title 7 CFR §210.9(b)(2).
- G. The SFA and the FSMC agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract as required under Title 7 CFR §210.16(c).
- H. The SFA shall be legally responsible for the conduct of the non-profit school food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of PDE and the USDA regarding each of the CN programs covered by this contract. The SFA shall not relinquish any prohibited responsibilities to the FSMC.
- I. The SFA shall retain control of the CN program's food service account and overall financial responsibility for the CN programs.
- J. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.) These prices shall not be established by the FSMC. However, the FSMC may provide recommendations.

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- K. The FSMC shall provide additional school-related food service, such as banquets, parties, refreshments for meetings, etc., as requested by the SFA. The SFA or requesting organizations will be billed for the actual cost of food, supplies and labor, and the FSMC's administrative expenses if applicable to providing such service. USDA commodities shall not be used for these special functions unless the SFA's students will be primary beneficiaries.
- L. Any Guaranteed Return proposed by the FSMC must be fully described including the methodology of the formula for determining the value. The methodology, inclusive of the formula/calculation, may not change in renewal years. The documentation supporting the Guaranteed Return is to be submitted on Attachment CR10, Methodology of Guarantee.
- M. The SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods, provided such is not prohibited by Local Wellness Policies and state or federal program regulations.
- N. The FSMC must not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event as required by Title 7 CFR §210.10(d)(4).
- O. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction. The FSMC shall comply with the Local Wellness Policy including the nutrition guidelines as required.
- P. The FSMC shall make modifications and substitutions in school meals for students whose disabilities restrict their diet. Meal modifications and substitutions shall be made on a case-by-case basis and must be supported by a medical statement with the required information when the modification or substitution cannot be made within the Program meal pattern. There will be no additional charge to the student for such substitutions or modifications.
- Q. The SFA is responsible for all contractual agreements the SFA enters into in connection with the CN programs.
- R. This contract shall be construed under the laws of the Commonwealth of Pennsylvania. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the Commonwealth of Pennsylvania.
- S. The FSMC shall comply with the provisions of the bid specifications, which are hereby in all respects made a part of this contract.
- T. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA and DFN.
- U. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- V. This contract constitutes the entire contract between the SFA and the FSMC.
- W. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- X. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
- Y. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
- Z. This contract must be reviewed and approved by DFN prior to execution, as noted in the final approval on the cover page.

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2. Signature Authority

- A. The SFA shall retain signature authority for the policy statement/agreement to participate in the CN programs, including but not limited to the School Nutrition Program Financial Form, the Verification Report, and the on-line submission of the sponsor application/site information and other reports, and requests to PDE to amend the application.
- B. The SFA shall retain signature authority for the Monthly Claim for Reimbursement in the CN Program Electronic Application and Reimbursement System (CN PEARS).
- C. The SFA is responsible for reviewing the data and signing the Edit Check Worksheet(s) prior to the submission of the monthly Claim for Reimbursement.
- D. The FSMC may not be given access to CN PEARS, COMPASS, or the PrimeroEdge Student Eligibility System.

3. Free and Reduced Price Meals Policy

- A. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals' eligibility roster. This may not be delegated to the FSMC.
- B. The FSMC shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in their application to participate in the CN programs and approved by DFN, as required under Title 7 CFR §210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced price eligible students under Title 7 CFR §245.8 and prevent erroneous meal counts. The FSMC is responsible for ensuring students are not being claimed for meals when they were not in attendance at the time of the meal or did not receive a reimbursable meal. The SFA must have a system in place to monitor this.
- C. The SFA shall be responsible for the completion, distribution, and collection of the parent letter and household application for free and reduced price meals and/or free milk. This may not be delegated to the FSMC.
- D. The SFA shall be responsible for obtaining the Direct Certification List from COMPASS or PrimeroEdge (as applicable), as required throughout the school year, for use to determine eligibility for free meals without obtaining a household application for free and reduced price meals and/or free milk from parent/guardian. This may not be delegated to the FSMC.
- E. The SFA shall be responsible for the determination of eligibility for free and reduced price meals and free milk and will not disclose confidential information to the FSMC, as required under Title 7 CFR §210.16(a). The SFA will provide the FSMC with a list of children. This list must be updated by the SFA when changes occur in a student's eligibility status. These activities may not be delegated to the FSMC.
- F. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free and reduced price meals and free milk. This may not be delegated to the FSMC.
- G. The SFA shall be responsible for verifying household applications for free and reduced price meals and follow-up activities as required by federal regulations. Accountant is responsible for completing the verification process. This may not be delegated to the FSMC.

4. USDA Donated Foods

- A. The SFA shall retain title to all USDA donated foods.
- B. The FSMC is prohibited from entering into any processing contracts utilizing USDA donated foods on behalf of the SFA. All refunds received from processors must be retained by the non-profit school food service account.
- C. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to, USDA donated foods.

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- D. The FSMC shall select, accept and use USDA donated foods in as large quantities as may be efficiently utilized in the SFA's non-profit school food service, subject to approval of the SFA. The SFA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.
- E. The FSMC will use all donated ground beef and ground pork products, and all processed end products, in the SFA's food service. The FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service.
- F. The FSMC must assure that the procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements of Title 7 CFR Part 250 subpart C, and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.
- G. The FSMC shall have records available to substantiate that the full value of all USDA donated foods is used solely for the benefit of the SFA.
- H. The values are to be based on the values at the point the SFA receives the commodities from the State distributing agency and based on the USDA Commodity Value Listing pertinent to the time period. This information is available from the PDA's Bureau of Food Distribution.
- I. The FSMC shall perform the following activities in accordance with Title 7 CFR §250.50(d): (check all that apply)
- ☒ Preparing and serving meals using donated foods.
 - ☒ Ordering or selection of donated foods (in coordination with the SFA).
 - ☒ Storage and inventory management of donated foods.
 - ☒ Payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA.
5. Crediting For and Use of Donated Foods
- A. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year (including both entitlement and bonus foods).
- B. The FSMC must credit the SFA for the value of donated foods contained in processed end products if the FSMC is required to:
1. Procure processed end products on behalf of the SFA, or
 2. Act as an intermediary in passing donated food value in processed end products on to the SFA.
- C. The SFA must determine the method by which crediting will occur and the means of documentation to be utilized to verify that the value of all donated foods has been credited. All crediting must be done on no less than a monthly basis.
- D. The FSMC must use the November USDA Commodity Value Listing for determining the donated food values to be used in crediting, in accordance with Title 7 CFR §250.51(c), or the actual donated food values. All forms of crediting must provide clear documentation of the value received from the donated foods.
- E. Following Title 7 CFR §210.21(f)(iv), invoices must clearly display all applicable credits to the SFA.
6. Inventory, Storage and Record Retention of USDA Donated Foods
- A. When this contract or subsequent renewals terminates, the FSMC must return all unused donated ground beef, donated ground pork and processed end products. At the termination of the contract, the SFA will retain all other unused donated foods.

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- B. The FSMC will comply with the storage and inventory requirements for donated foods.
- C. The SFA, the Comptroller General, PDA, PDE, USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- D. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with Title 7 CFR §250.54(b).
- E. The SFA must maintain the following records relating to the use of donated foods:
 - 1. The donated foods and processed end products received and provided to the FSMC for use in the SFA's food service.
 - 2. Documentation that the FSMC has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in Title 7 CFR §250.51(a), the value of donated foods contained in processed end products.
 - 3. The actual donated food values used in crediting.
- F. The FSMC must maintain the following records relating to the use of donated foods:
 - 1. The donated foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service.
 - 2. The FSMC must show documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in Title 7 CFR §250.51(a), the value of donated foods contained in processed end products.
 - 3. The FSMC must maintain documentation of its procurement of processed end products on behalf of the SFA, as applicable.
- G. The SFA must ensure that the FSMC is in compliance with the requirements of this part through its monitoring of the non-profit school food service operation, as required in Title 7 CFR Parts 210, 220, 225, or 226, as applicable. Accountant is responsible for this monitoring process.
- H. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's non-profit school food service in the school year.

7. Renewal Assumptions

- A. Assumptions: Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, this contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written if the material change is outlined in Section Q and approval is granted by DFN, whichever is mutually agreed upon.

The distinction between a minor change and a material change cannot be qualified for every action undertaken in the CN programs. However, at a minimum, a change is material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP.

Services or features contingent on multi-year contracts are not allowable, for example equipment installation may not be stipulated for contract renewal years.

- 1. The SFA reserves the right to expand the federal CN programs in order to provide availability of food resources to children and students that can be served through these programs so long as both parties are in agreement and prior approval is obtained by DFN.
- 2. The SFA's policies, practices, and service requirements shall remain materially consistent throughout the

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contract term and any subsequent contract renewals.

The term materially consistent shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

3. Legislation, regulations, and reimbursement rates that create changes in the CN program shall be enforced on their effective date.
 4. Usable commodities of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year will continue to be available.
 5. The government reimbursement rates in effect shall remain materially consistent throughout the year.
 6. Meal components and quantities required by any of the programs selected in letter B, under 1 (Scope and Purpose) of the Standard Terms and Conditions remain consistent with prior years.
 7. Service hours, service requirements, and type or number of facilities selling food and/or beverages on SFA's premises shall remain materially consistent throughout the contract term and any subsequent contract renewal years.
 8. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
 9. The projected number of full feeding days is: 176 and shall remain materially consistent in renewal years.
 10. If participating in Seamless Summer Option (SSO), the projected number of full feeding days for SSO is: N/A and shall remain materially consistent in renewal years. If participating in Summer Food Service Program (SFSP) see Section 27.B.
 11. SFA revenue credited to the food service program shall include all state and federal amounts received specifically for CN operations.
- B. Contract Cost Increase: The FSMC may negotiate at the end of each one-year contract period for a cost increase. If there is an increase in the Administrative and Management Fees, it cannot exceed the annual percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) for the preceding year. The addition of new line items to the budget is not allowable in renewal years. The CPI-U can be used as a gauge for proposed increases to operating costs. However, the SFA must be able to justify approval for operating costs exceeding the CPI-U.
- C. All contract renewals shall be for a period of one year beginning July 1 and ending June 30, with mutual agreement between the SFA and the FSMC. Renewal contracts cannot be effective prior to the final approval date by DFN and signed by both parties. Failure to have renewal contracts fully executed prior to July 1, will lapse this contract and require the SFA to re-bid the contract.
- D. Renewal year contracts are contingent upon fulfillment of all contract provisions. If DFN determines during an Administrative Review, Procurement Review, audit, etc., that the FSMC is not meeting contractual obligations and is responsible for noncompliance of program regulations, DFN may decline to approve a renewal contract until it can be demonstrated that the FSMC is capable of meeting contractual obligations and being in compliance with program regulations.
8. Health Certifications
- A. The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility.

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- B. The FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under Title 7 CFR §210.16(c).
- C. The FSMC shall adhere to the Food Safety Plan implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under Public Law 108-265.
- D. The FSMC agrees to allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by Public Law 108-265.
- E. The SFA shall immediately correct any problems found as a result of a health inspection. The FSMC must support and cooperate with the necessary corrections.

9. Meals

- A. The FSMC shall serve meals on such days and at such times as requested by the SFA.
- B. The SFA shall retain control of the quality, extent, and general nature of the food service.
- C. The FSMC shall offer free, reduced price and paid reimbursable meals to all eligible children participating in the CN programs.
- D. In order for the FSMC to offer a la carte food service, the FSMC must offer free, reduced price and paid reimbursable meals to all eligible children.
- E. The FSMC shall provide meals in the CN programs that meet the requirements as established in Title 7 CFR Part 210, Part, 215, Part 220, Part 225, and Part 226.
- F. The FSMC shall provide the specified types of service in the schools/sites listed in Section 1, letter B.
- G. The FSMC shall promote maximum participation in the CN programs. Proposal shall include plan for FSMC to increase participation, if applicable, and any cost that will be incurred as a result of the plan. Any guarantee dependent on participation must identify the change to the guarantee based upon participation factors.
- H. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- I. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

10. Books and Records and Reports

- A. The FSMC shall maintain and provide to the SFA, on a monthly basis, detailed (itemized) documented cost records (supported by invoices, receipts, etc.). This documentation must be retained on-site by the SFA. The FSMC is required to identify the amount of each discount, rebate, and other applicable credits. All costs must be fully supported, mutually agreeable to the SFA and the FSMC and be allowed by federal regulations. The FSMC shall submit the detailed monthly documentation no later than the tenth (10th) calendar day succeeding the month in which services were rendered. Participation records shall be submitted no later than the fifth (5th) working day succeeding the month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission on-line of the Claim for Reimbursement. The SFA shall reconcile Edit Check worksheets and daily/monthly meal counts against student attendance records and daily transaction worksheets/logs.
- B. The FSMC shall maintain records at the SFA to support all expenses and revenue appearing on the monthly operating statement attributable to the SFA. These records shall be kept at the SFA in an orderly fashion according to expense categories. This includes, but is not limited to invoices, receipts, and timesheets to support all expenses charged to the SFA.

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- C. The FSMC shall provide the SFA with a year-end statement.
- D. The SFA shall conduct an internal audit of food, labor and other large expense items quarterly, as well as performing random audits on smaller expense categories. This includes, but is not limited to conducting inventory counts and analyzing and reconciling invoices, receipts and time sheets on no less than a quarterly basis. The SFA shall maintain documentation for a period of three (3) years from the end of the contract term (including renewals) to which they pertain.
- E. Should the SFA have any concern as to the FSMC's compliance of regulatory rules due to internal audits, monitoring, an Administrative Review, or a Procurement Review conducted by PDE, the SFA shall have the right to request an audit of the FSMC and the selection of the auditor(s) to perform the audit. The FSMC will be responsible for bearing the costs that occur as a result of this audit.
- F. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's single, program, or financial audit.
- G. Books and records of the FSMC pertaining to the CN program operations shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including renewals) to which they pertain, for audit, examination, excerpts and transcriptions by the SFA and/or any state or federal representatives and auditors.
- H. If audit findings regarding the FSMC's records have not been resolved within the three-year period, the records must be retained beyond the three-year period for as long as required for the resolution of issues raised by the audit. (Title 2 CFR §200.333).
- I. The FSMC shall not remove federally required records from the SFA premises. Upon contract termination, the FSMC must leave copies of the records at the SFA premises.
- J. The SFA is responsible for ensuring resolution of program review and audit findings.

11. Employees

- A. The SFA reserves the right to interview and approve the on-site food service manager/director.
- B. The SFA must designate if the **current** SFA employees, including site and area managers as well as any other staff, will be retained by the SFA or be subject to employment by the FSMC.
Employees will be retained by the SFA.
- C. Non-compete clause
 - ☐ No, the SFA will not allow any non-compete clause.
 - ☒ Yes, the SFA will allow only this non-compete clause; the SFA nor the FSMC shall hire, or attempt to hire, any management employee of the other while this contract is in effect without the written permission of the other party.
- D. The SFA must have a written code of conduct for all employees, which the FSMC must uphold for all employees working with the food program. (Title 2 CFR §200.318(c)).
- E. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.
- F. The FSMC must provide time sheets for each FSMC employee and indicate the pro-ration of shared employees. These time sheets must be submitted monthly with each invoice that is submitted for payment. The time sheets need to clearly indicate all locations that each employee and pro-rated employee worked and the percent of time that the employee worked in each location.

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- G. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff except for the site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.
- H. The SFA and FSMC must ensure that all food service employees meet and continue to meet all of the Professional Standards Requirements. All trainings must be documented in PrimeroEdge Teamwork.
- I. The FSMC shall maintain its own personnel and fringe benefits policies for its employees. A copy of these policies must be submitted with all proposal documents. These policies are subject to review by the SFA.
- J. Staffing patterns shall be mutually agreed upon.
- K. The FSMC shall not hire employees in excess of the number required for efficient operation.
- L. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.
- M. The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself/herself in a manner that is detrimental to the well-being of the students.
- N. In the event of the absence, termination, removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
- O. All SFA and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- P. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon.
- Q. The FSMC shall provide proof that each prospective employee working with children has had a Pennsylvania State Criminal History Background Check and a Federal Criminal History Record that is not more than one (1) year old. (Section 111 of the Public School Code. See Act 48 of 2003 Section 111 for specific convictions that this applies to.)
- R. The FSMC shall provide proof that each prospective employee working with children has had the required number of hours of approved child abuse recognition and reporting training. (Act 31 of 2014)

12. Monitoring

- A. The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations per Title 7 CFR §210.16. A prototype check list (PDE002a) for monitoring can be found on PEARS/Applications/Download Forms under section SNP-Forms. Further, if there is more than one site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1, of each year as required by Title 7 CFR §210.8. Accountant is responsible for performing all on-site reviews.
- B. The records necessary for the SFA to complete the required monitoring activities must be maintained on-site by the FSMC under this contract, and must be made available to the Auditor General, USDA, PDE, PDA, and the SFA upon request for the purpose of auditing, examination, and review.

13. Menu/Advisory Boards

- A. The FSMC must comply with the 21-day menu developed by the SFA for the programs checked in section 1, letter B of this contract, and is included in the RFP (the exception to this would be the SFSP which only requires an 11-day menu). Minor changes made by the FSMC after the first 21-day cycle must be approved by the SFA. The SFA shall approve menus no later than two weeks prior to service. Major changes to the menu are not allowable unless included as part of the RFP process and acceptable by the SFA as indicated in Section Q. FSMC proposals must identify if they plan to change the 21-day menu included in the RFP, as indicated by the SFA in Section Q. If so, the FSMC must identify how it will change the menu and the

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financial impact to revenues and expenses.

- B. The SFA is responsible for the formation and establishment of an advisory board composed of students, teachers, and parents meeting periodically to assist in menu planning and other activities related to food service. The FSMC may participate in these periodic meetings as deemed appropriate by the SFA. Accountant is responsible for overseeing the advisory board. The advisory board will meet **twice a year**. The establishment of the advisory board may not be delegated to the FSMC.
- C. The SFA must maintain records of the advisory board including agenda, meeting minutes, and detailed sign-in sheet indicating role of attendees as either parents, teachers, or students. These records must be made available, upon request, in an easily accessible manner for a period of three (3) years from the end of the contract term (including renewals) to which they pertain, for audit, examination, excerpts and transcriptions by the SFA and/or state or federal representatives and auditors.
14. Use of Facilities, Inventory, Equipment & Storage
- A. The SFA will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
- B. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the CN programs.
- C. The FSMC and the SFA shall inventory the equipment and commodities owned by the SFA at the beginning of the school year, including but not limited to, silverware, trays, chinaware, glassware, and/or kitchen utensils.
- D. The FSMC shall maintain the inventory of silverware, trays, chinaware, glassware, kitchen utensils, and other operating items necessary for the food service operation at the inventory level as specified by the SFA.
- E. The SFA will replace expendable equipment and replace, repair and maintain non-expendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.
- F. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA donated foods in conformance with the SFA's agreement with PDA.
- G. The SFA shall provide the FSMC with one set of keys for all food service areas secured with locks.
- H. The SFA shall provide the FSMC with local telephone service.
- I. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules and regulations.
- J. Check one of the following regarding equipment:
- ☒ The SFA is not requesting the FSMC to propose purchase of equipment. The FSMC may not propose purchase of equipment in proposal and equipment may not be charged, directly or indirectly, to the SFA throughout the duration of the contract.
- ☐ The SFA is allowing the FSMC to propose equipment necessary for implementation or enhancement of operation. The FSMC may finance equipment for the SFAs food service operation in an amount not to exceed **\$Enter maximum amount**, for the life of the contract including optional renewal. Any equipment not included in FSMC proposal may not be charged, directly or indirectly, to the SFA throughout the duration of the contract. **If this option is selected, the SFA may provide specifications in Section Q, Additional Information.**
- The SFA must obtain preapproval from DFN for each item of equipment costing \$5,000 or greater through the Capital Expenditure Request process if non-profit school food service account funds are going to be used at any time for the purchase.
- The FSMC shall be subject to the same procurement requirements to which the SFA is subject in purchasing equipment and may not serve as a vendor when purchasing equipment on behalf of the SFA.

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Ownership of the equipment will vest in the SFA immediately upon purchase of the equipment. The SFA shall repay the FSMC at the rate agreed upon when the equipment is purchased.

If the contract expires or is terminated prior to complete repayment of the investment, the SFA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this Contract, either (choose one)

- ☐ Retain the property and continue to make payments in accordance with the amortization/payment schedule.
- ☐ Pay the remaining balance immediately.
- ☐ Deliver the equipment or other items funded by the investment to the FSMC. Dependent upon the amount paid compared to the amortized value, one of the respective parties may be credited.

- K. The SFA shall be responsible for any losses, including USDA donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- L. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
- M. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
- N. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within 10 days of its placement on SFA premises.
- O. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
- P. The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed agreement, which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- Q. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the SFA.
- R. The FSMC shall surrender to the SFA upon termination of the contract, all equipment, and furnishings in good repair and condition.

15. Purchases

- A. If the FSMC is procuring goods or services which are being charged to the SFA under the contract, the FSMC is acting as an agent for the SFA and must follow the same procurement rules under which the SFA must operate and that the FSMC may not serve as a vendor. Check one of the below options:
 - ☐ The SFA will do all purchasing for the non-profit school food service.
 - ☐ The FSMC bills the SFA for foods when purchased. At the option of the SFA, the FSMC will purchase back unused supplies from the SFA at the termination of the contract in order to prevent overbuying.
 - ☒ The FSMC bills the SFA for food when used. At the option of the SFA, the SFA will buy the ending inventory from the FSMC.
- B. This contract shall not prevent the SFA from participating in food co-ops or purchasing food from vendors with whom the FSMC normally does not do business.

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C. Under Title 7 CFR §210.21(f)(i):

1. Only allowable costs will be paid from the non-profit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC; to the extent, those credits are allocable to the allowable portion of the costs billed to the SFA.
 2. The FSMC must separately identify for each cost submitted for payment to the SFA the amount of each cost that is allowable and unallowable.
 3. Proprietary information, such as brand name, may be redacted, provided sufficient information is provided for SFA to reconcile monthly billing invoice against supporting documentation.
 4. The FSMC must individually identify the amount of each discount, rebate and other applicable credits on all bills and invoices presented to the SFA. In the case of other applicable credits, the nature of the credit must be identified.
 5. The FSMC must identify, on the final invoice of the school year, the method by which it will report discounts, rebates and other applicable credits allocable to the contract that cannot be reported prior to the conclusion of the contract.
 6. The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation to the SFA and, upon request, to DFN, or USDA.
- D. No expenditure may be made from the non-profit school food service account for any cost resulting from a cost reimbursable contract that fails to include requirements of this section, nor may any expenditure be made from the non-profit school food service account that permits or results in the FSMC receiving payments in excess of the FSMC's actual, net allowable costs.
- E. P.L. 110-246, Section 4302 of the Richard B. Russell National School Lunch Act (NSLA), allows SFAs to purchase unprocessed locally grown and locally raised agricultural products. NSLA allows SFAs, if they choose to do so, to apply a geographic preference when procuring unprocessed locally grown and locally raised agricultural products. The SFA may just apply a preference, they cannot make this a requirement.

16. Nonprogram Foods

- A. Nonprogram foods include any non-reimbursable foods and beverages purchased using funds from the non-profit school food service account. This would include, but is not limited to, a la carte; catering; vending, second meals and non-reimbursable suppers.
- B. The FSMC must identify the following on the monthly invoice:
 - Costs of all reimbursable meals;
 - Costs of all nonprogram foods.
- C. The SFA is responsible for maintaining documentation of all revenues for reimbursable meals and all revenues for nonprogram foods.
- D. Documentation to identify the separation of:
 - Revenues of reimbursable meals from revenues of nonprogram foods
 - Costs of reimbursable meals from costs of nonprogram foods

This documentation must be made available to the Auditor General, USDA, PDE, PDA, and the SFA upon request for the purpose of auditing, examination, and review.

17. Payment Terms/Method

A. Invoices

1. The FSMC shall invoice the SFA **monthly** for amounts due based on on-site records. The SFA shall make payments within 45 days of the invoiced date.

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2. Invoices must be itemized by cost categories such as food, including commodities, labor, supplies, rebates, discounts, credits, etc. Detailed (itemized) cost documentation must be submitted monthly to support what the SFA is charged for each cost, charge, or expense. This documentation must be retained on-site by the SFA.
3. The FSMC is required to identify the amount of each discount, rebate, and other applicable credits on bills and invoices presented to the SFA for payment as required by Title 7 CFR §210.21(f)(iv). An example of the invoice, identifying commodities (USDA entitlement balances), discounts, rebates and credits must be included with the proposal.
4. Costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC and be allowed by federal regulations.
5. The FSMC must submit a monthly reconciliation to the SFA comparing the invoice and revenue against the projected revenue and expenses. (Used in the Attachment CR3, Projected Operating Costs of the proposal.)
6. DFN may randomly request SFAs to submit copies of invoices for compliance with the above items.
7. The payment of interest and late fees from the non-profit school food service account fund is prohibited.
8. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.

B. Advance Payment – Indicate whether or not the SFA will consider an advance payment only for the initial year.

- ☐ No, the SFA will not consider providing an advance payment to the FSMC.
- ☒ Yes, the SFA will consider paying to the FSMC an advance on operational expenses. If an advance is paid it must be reconciled with the first invoice.

The advance will be paid (choose one):

- ☐ Using the general fund. A loan agreement between the general fund and the non-profit school food service account must be in place.
- ☒ Using the non-profit school food service account.

C. Payment Incentives – Indicate whether or not the SFA will consider payment incentives. (Choose one)

- ☐ No, the SFA will not consider any payment incentives such as discounts or credits for prompt payment, electronic payment, etc.
- ☒ Yes, the SFA will consider payment incentives such as discounts or credits for prompt payment, electronic payment, etc.

18. Buy American

- A. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
- B. The FSMC must document and the SFA must approve any exceptions to Buy American. Exceptions are allowable when the domestic foods are not produced or manufactured in the US in sufficient and reasonably available quantities; or competitive bids reveal the costs of a US product are significantly higher than the non-domestic product.
- C. The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA.
- D. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

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19. Sanitation

- A. The FSMC shall place garbage and trash in the containers in the designated areas as specified by the SFA.
- B. The SFA shall remove all garbage and trash from the designated areas.
- C. The FSMC shall clean the kitchen and dining room areas as indicated on the Attachment CR2, Cost Responsibility Detail Sheet.
- D. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- E. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

20. Licenses, Fees and Taxes

- A. The FSMC shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for FSMC employees; the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.
- B. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC shall comply with all SFA building rules and regulations.

21. Non-Discrimination

Both the SFA and the FSMC agree that no child who participates in any of the CN programs will be discriminated against on the bases of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

22. Emergency Closing

- A. The SFA shall notify the FSMC of any interruption in utility service of which it has knowledge.
- B. The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

23. Term and Termination

- A. The SFA or the FSMC may terminate the contract for cause or for convenience by giving 60 days written notice.
- B. At any time, because of circumstances beyond the control of the FSMC or the SFA, either party may terminate the contract by giving 10 days written notice to the other party.
- C. Neither the FSMC nor the SFA shall be responsible for any losses resulting should the fulfillment of the terms of the contract be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

24. Nonperformance by the FSMC

- A. The FSMC is required to provide a Performance Bond in the amount of 10% (dollar amount or percentage of the total bid price [Total FSMC Costs]) as a guarantee of performance of all terms outlined under this contract. The amount/percentage should not be unreasonable in that it would prevent full and open competition. The Performance Bond provides the SFA recourse in the event that contractual obligations are not satisfactorily performed.
- B. In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.

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- C. The FSMC shall reimburse the SFA the full amount of any meal over-claims which are attributable to the FSMC's negligence, including those over-claims based on review or audit findings that occurred during the effective dates of the original and renewal contracts.
- D. The SFA shall notify DFN in the event of nonperformance by the FSMC.

25. Certifications

- A. The FSMC shall comply with Sections 3702 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. §3701-3708, as supplemented by the Department of Labor regulations, Title 29 CFR Part 5. Under Section 3702 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of forty hours in any work week.
- B. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, Title 41 CFR Part 60.
- C. The FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; the FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs.
- D. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, Title 7 CFR §210.21(d).
- E. The FSMC shall sign (in blue ink) the Certification Regarding Debarment and Suspension, Appendix D, which is made a part of this contract. (Title 2 CFR Part 180) This certification assures the SFA that the FSMC has not been debarred from entering into contracts with the Federal Government, or any other entity receiving Federal funds, or suspended from entering contracts during a time when the FSMC is being investigated for a legal action which is being taken to debar the FSMC from contracting activities.
- F. The FSMC shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (Title 42 U.S.C. 7401-7671), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. Violations can be reported electronically at <https://www.epa.gov/enforcement/report-environmental-violations>.
- G. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- H. The FSMC shall sign (in blue ink) the Lobbying Certification, Appendix E, which is made a part of this contract. If applicable, the FSMC has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities, Appendix E. If no lobbying activity occurred, the FSMC is still required to sign (in blue ink) the Disclosure of Lobbying Activities, Appendix E. (Title 2 CFR Part 418)
- I. The FSMC shall sign (in blue ink) the Certification of Independent Price Determination, Appendix F, which is incorporated herein by reference and made part of this contract.

26. Insurance

- A. The FSMC is required to be insured adequately to support the terms of the contract. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Pennsylvania. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of award.

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- B. The FSMC shall have in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per incident/per person for general liability.
1. General Liability – \$1,000,000
 2. Workman's Compensation – \$1,000,000
 3. Vehicle Insurance – \$100,000
 4. Umbrella Liability – \$5,000,000
- C. The SFA shall be named as additional insured on the General Liability and Automobile insurance policy. The FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, and Worker's Compensation.
- D. In addition, the FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.
- E. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
27. Summer Food Service Program (SFSP) (See letter B under 1 (Scope and Purpose) of the Standard Terms and Conditions for verification of participation)
- A. If participating, then the SFA shall offer free meals to all eligible children participating in the SFSP. If the FSMC will operate the SFSP (including the preparation, record keeping, and delivery of meals), a flat price per meal cost must be submitted as part of this RFP for the SFSP (Attachment SFSP1, SFSP Projected Operating Costs). In accordance with Title 7 CFR §225.15 the SFA cannot contract out the management responsibilities of the SFSP. The SFA shall be responsible for ensuring that the food service operation conforms to all program requirements outlined in Title 7 CFR Part 225. The SFA shall be responsible for determining eligibility for all SFSP sites. The SFA as a SFSP sponsor is responsible for conducting and documenting the required site visits of all sites for pre-approval and during operation of the program.
 - B. The SFSP will operate from N/A to N/A.
28. Child and Adult Care Food Program (CACFP) (See letter B under 1 (Scope and Purpose) of the Standard Terms and Conditions for verification of participation)
- If participating, then the SFA shall offer meals to all eligible children and adults participating in the CACFP, respectively. If the FSMC will operate the CACFP (including the preparation, record keeping, and delivery of meals), a flat price per meal cost must be submitted as part of this RFP for the CACFP (Attachment CACFP1, CACFP Projected Operating Costs). In accordance with Title 7 CFR §226.15 the SFA cannot contract out the management responsibilities of the CACFP. The SFA shall be responsible for ensuring that the food service operation conforms to all program requirements outlined in Title 7 CFR Part 226.
29. Trade Secrets and Proprietary Information
- A. During the term of the Agreement, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC business operations (trade secrets). The SFA shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the agreement. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols,

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procedures, and methods. Without limiting the forgoing and except for software provided by the SFA, the SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the FSMC and not the SFA. Furthermore, the SFA's access or use of such software shall not create any right, title interest, or copyright in such software and the SFA shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of the Agreement.

- B. Any discovery, invention, software, or programs paid for by the SFA shall be the property of the SFA to which the State Agency and USDA shall have unrestricted rights.

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Appendix A

SFA Certification of Acknowledgement

Please initial below next to each statement certifying that you have read and fully understand the contents of this contract.

- A. I certify that I, Benjamin J. Enders, on behalf of **Jersey Shore Area School District**, have read and fully understand the contents of this contract. I understand that the SFA must maintain oversight of the food service operations and that these responsibilities will not be delegated to the FSMC. I also understand that the SFA is responsible for closely monitoring the FSMC contract and the FSMC's daily activities.

Initial Here: _____

- B. I certify that I have chosen a Cost Reimbursable contract, and will follow the according procedures.

Initial Here: _____

- C. I certify that I will not enter into an agreement with an FSMC that has a real or apparent conflict of interest. This includes FSMCs that provide recommendations, develop or draft specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.

Initial Here: _____

- D. I certify that I, nor any employees (including School Board members) of **Jersey Shore Area School District**, will not solicit or accept donations, gratuities, nor favors from current or potential FSMCs (i.e. gifts, golf outings, meals, etc.).

Initial Here: _____

- E. I certify that I will appropriately and in a timely manner respond to all bid protests and concerns raised by potential FSMCs.

Initial Here: _____

- F. I certify that **Jersey Shore Area School District** has a written Code of Conduct that addresses conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts, and will make sure all employees are aware of said standards.

Initial Here: _____

- G. I have read and understand what the allowable costs are for all of the applicable CN programs.

Initial Here: _____

- H. I certify that **Jersey Shore Area School District** will be legally responsible for the conduct of the non-profit school food service program, and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of PDE and the USDA regarding each of the CN programs covered by this contract.

Initial Here: _____

- I. I certify that all food service employees and those responsible for the oversight of the contract and FSMC's operations meet the minimum Professional Standards requirements.

Initial Here: _____

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J. I certify that **Jersey Shore Area School District** shall retain control of the CN programs' non-profit school food service account, signature authority, and overall financial responsibility for the CN programs. This includes access to CN PEARS, COMPASS or PrimeroEdge Student Eligibility System.

Initial Here: _____

K. I certify that CN programs are the responsibility of **Jersey Shore Area School District** and **Jersey Shore Area School District** is responsible for all contractual agreements entered into in connection with the CN programs.

Initial Here: _____

L. I certify that **Jersey Shore Area School District** will be responsible for determining student eligibility for all applicable programs and that **The Nutrition Group** will have no involvement in the process.

Initial Here: _____

M. I certify that **Jersey Shore Area School District** will retain all records for the current year plus three years from the end of the contract including any renewals.

Initial Here: _____

N. I certify that all food will be in compliance with the current meal standards and Local Wellness Policy.

Initial Here: _____

O. I certify that **Jersey Shore Area School District** will monitor **The Nutrition Group** in order to ensure compliance with USDA regulations.

Initial Here: _____

P. I certify **Jersey Shore Area School District** will create an advisory board composed of students, teachers, and parents to assist in menu planning.

Initial Here: _____

Q. I certify that **Jersey Shore Area School District** will not delegate any of the above responsibilities to the FSMC.

Initial Here: _____

R. I hereby certify that neither **Jersey Shore Area School District** nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

Initial Here: _____

S. I further certify that neither **Jersey Shore Area School District** nor any of its principals /authorized representatives has a reported criminal background that would affect the receipt of Federal funds.

Initial Here: _____

T. I certify that **The Nutrition Group** is not a paid consultant or contractor with **Jersey Shore Area School District** in any other capacity than for this contract.

Initial Here: _____

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I certify under penalty of perjury that the information on these forms is true and correct, and that I will immediately report to the state agency any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The state agency may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of **Jersey Shore Area School District**, I hereby agree to comply with all state and federal laws and regulations governing the CN programs administered by the state agency. In accordance with Federal law and USDA policy, **Jersey Shore Area School District** does not discriminate on the bases of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.

Name of Authorized Representative Benjamin J. Enders

Title of Authorized Representative Business Manager

Signature of Authorized Representative
(in blue ink only)

Date Signed

For DFN use only:

Bjm

Appendix B

FSMC Certification of Acknowledgement

Please initial below next to each statement certifying that you have read and fully understand the contents of this contract.

- A. I certify that I, Jim Keller, on behalf of **The Nutrition Group**, have read and fully understand the contents of this contract.

Initial Here: _____

- B. I certify that I, nor any of the employees of **The Nutrition Group**, have not received any solicitations from any **Jersey Shore Area School District** employee. In addition, I certify that no gifts, donations, or anything of monetary value (i.e. golf outings, meals, etc.) have been provided.

Initial Here: _____

- C. I certify that employees of **The Nutrition Group** will be trained to understand and comply with all necessary trainings including the current written Code of Conduct authored by **Jersey Shore Area School District**.

Initial Here: _____

- D. I certify that all of **The Nutrition Group** food service employees meet the minimum Professional Standards requirements.

Initial Here: _____

- E. I certify that **Jersey Shore Area School District** will be legally responsible for the conduct of the non-profit school food service program, and shall have access to all necessary documents, which will be maintained onsite, including but not limited to all contracts with vendors so that they may supervise the food service operations in such manner as will ensure compliance with the rules and regulations of PDE and the USDA regarding each of the CN programs covered by this contract.

Initial Here: _____

- F. I certify that **The Nutrition Group** will not have control of the CN programs' non-profit school food service account, signature authority, and overall financial responsibility for the CN programs. This includes access to CN PEARS, COMPASS or the PrimeroEdge Student Eligibility System.

Initial Here: _____

- G. I certify that **Jersey Shore Area School District** will be responsible for determining student eligibility for all applicable programs and that **The Nutrition Group** will have no involvement in the process.

Initial Here: _____

- H. I certify that **The Nutrition Group** will follow the 21-day menu for the first 21-days of service, without change.

Initial Here: _____

- I. I certify that all food will be in compliance with the current meal standards and Local Wellness Policy.

Initial Here: _____

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- J. I certify that **The Nutrition Group** will comply with all applicable standards, orders, or requirements issued under the Clean Air Act and the Federal Water Pollution Control Act and will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

Initial Here: _____

- K. I hereby certify that neither **The Nutrition Group** nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

Initial Here: _____

- L. I further certify that neither **The Nutrition Group** nor any of its principals /authorized representatives has a reported criminal background that would affect the involvement in CN programs.

Initial Here: _____

- M. I certify that **The Nutrition Group** is not a paid consultant or contractor with **Jersey Shore Area School District** in any other capacity than for this contract.

Initial Here: _____

I certify under penalty of perjury that the information on these forms is true and correct, and that I will immediately report to the SFA any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The state agency may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of **The Nutrition Group**, I hereby agree to comply with all state and federal laws and regulations governing the CN programs administered by the state agency. In accordance with Federal law and USDA policy, **The Nutrition Group** does not discriminate on the bases of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Name of Authorized Representative

Jim Keller

Title of Authorized Representative

Regional Manager

Signature of Authorized Representative
(in blue ink only)

Date Signed

For DFN use only:

Bjm

Appendix C

Acknowledgement of Personnel Relationships

☐ Yes ☒ No (choose one), the **Jersey Shore Area School District** employs the same person/people that is/ are employee(s) of the **The Nutrition Group**.

If Yes, we the undersigned certify that the employee(s):

- Does/will not have a real or apparent conflict of interest.
- Does/will not participate in the selection, award, or administration of the contract.
- Does/will not have access to or control of the food service financial account.
- Does/will not be involved in the establishment of the selling prices for all reimbursable and non-reimbursable meals, a la carte items, adult meals, catering, or vending items.
- Does/will not have access to CN PEARS, COMPASS, or the PrimeroEdge Student Eligibility System.
- Does/will not be involved in the completion, distribution or collection of the parent letters and household applications for free and reduced price meals.
- Does/will not be involved in the determination or verification of eligibility for free and reduced price meals.

Employee Name	SFA Position Title and Job Duties	FSMC Position Title and Job Duties
Enter Name Here	Enter Job Title and Duties Here	Enter Job Title and Duties Here
Enter Name Here	Enter Job Title and Duties Here	Enter Job Title and Duties Here
Enter Name Here	Enter Job Title and Duties Here	Enter Job Title and Duties Here
Enter Name Here	Enter Job Title and Duties Here	Enter Job Title and Duties Here

Jersey Shore Area School District

SFA

Signature (in blue ink only) of Authorized Representative

Benjamin J. Enders

Printed Name of Authorized Representative

Business Manager

Title

Date Signed

The Nutrition Group

FSMC

Signature (in blue ink only) of Authorized Representative

Jim Keller

Printed Name of Authorized Representative

Regional Manager

Title

Date Signed

For DFN use only:

Bjm

Appendix D

Certification Regarding Debarment and Suspension

This certification is required by the regulations implementing Executive Order 12549 and 12689, "Debarment and Suspension" (Title 2 CFR Part 180). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals:
 - (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of FSMC	<u>The Nutrition Group</u>
Name of Authorized Representative	<u>Jim Keller</u>
Title of Authorized Representative	<u>Regional Manager</u>
Signature of Authorized Representative (in blue ink only)	<u></u>
Date Signed	<u></u>

For DFN use only: B/M

Appendix E

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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 of Lobbying Activities," 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.

Name of FSMC	<u>The Nutrition Group</u>
Name of Authorized Representative	<u>Jim Keller</u>
Title of Authorized Representative	<u>Regional Manager</u>
Signature of Authorized Representative (in blue ink only)	<u></u>
Date Signed	<u></u>

For DFN use only:

B/m

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

☐ Applicable ☒ Not Applicable
 (This form must be signed regardless of Applicability)

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier, if known: _____ Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI) <div style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)</div>		
10. b. Individuals Performing Services (including address if different from No. 10.a.) _____ <div style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)</div>		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify: _____	
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: <div style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. </div> <div style="width: 50%;"> Signature: (in blue ink only) _____ Name: <u>Jim Keller</u> Title: <u>Regional Manager</u> Telephone: _____ Date: _____ </div> </div>		

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DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____ Page _____ of _____

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check all that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets, if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 20503.

For DFN use only: *Bjm*

Appendix F

Independent Price Determination Certificate

Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Jersey Shore Area School District

SFA

The Nutrition Group

FSMC

- (A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the Food Service Management Company certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, and has not participated and will not participate in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify and he or she has not participated and will not participate in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Regional Manager

Signature (in blue ink only) of FSMC's Authorized Representative Title Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Business Manager

Signature (in blue ink only) of SFA's Authorized Representative Title Date

NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

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Appendix G

Sample Minimum Food Specifications

These are minimum specifications. The SFA is encouraged to provide more details that align with the 21-day menu.

Meat/Seafood

All meats, meat products, poultry, poultry products, and fish must be Government inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better.
- Pork shall be U.S. No. 1 or U.S. No. 2.
- Poultry shall be U.S. Government Grade A.
- Seafood to be top grade; frozen fish must be a nationally distributed brand, packed under continuous inspection of USDA.

Dairy Products

All dairy products must be Government inspected.

- Fresh eggs shall be USDA Grade A or equivalent, 100% candled.
- Frozen eggs must be USDA inspected.
- Milk shall be pasteurized Grade A.

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color – U.S. Grade A Fancy.
- Canned fruits and vegetables selected to requirements U.S. Grade A Choice or fancy (fruit to be packed in light syrup or natural juices).
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better.

Baked Products

- Bread, rolls, cookies, pies, cakes, and pudding either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements as applicable.

Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards.

For DFN use only:



Revised October 5, 2018

Jersey Shore Elementary School Breakfast Menu

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Belgian Waffles w/ Syrup Chilled Juice or Fruit Milk Choice	Scrambled Eggs with Toast Chilled Fruit or Juice Milk Choice	Breakfast Pizza Chilled Juice or Fruit Milk Choice	Pancakes with Syrup Chilled Juice or Fruit Milk Choice	Sausage Egg and Cheese on Muffin Chilled Fruit or Juice Milk Choice
Cinnamon French Toast w/ Syrup Chilled Juice or Fruit Milk Choice	Scrambled Eggs with Toast Chilled Fruit or Juice Milk Choice	Breakfast Pizza Chilled Juice or Fruit Milk Choice	Whole Grain Funnell Cake Chilled Juice or Fruit Milk Choice	Sausage Egg and Cheese on Muffin Chilled Fruit or Juice Milk Choice
Belgian Waffles w/ Syrup Chilled Juice or Fruit Milk Choice	Scrambled Eggs with Toast Chilled Fruit or Juice Milk Choice	Breakfast Pizza Chilled Juice or Fruit Milk Choice	Pancakes with Syrup Chilled Juice or Fruit Milk Choice	Sausage Egg and Cheese on Muffin Chilled Fruit or Juice Milk Choice
Cinnamon French Toast w/ Syrup Chilled Juice or Fruit Milk Choice	Scrambled Eggs with Toast Chilled Fruit or Juice Milk Choice	Breakfast Pizza Chilled Juice or Fruit Milk Choice	Whole Grain Dutch Waffle Chilled Juice or Fruit Milk Choice	Sausage Egg and Cheese on Muffin Chilled Fruit or Juice Milk Choice
Belgian Waffles w/ Syrup Chilled Juice or Fruit Milk Choice				

Offered Daily:

Assorted Baked Goods

Cereal with Toast

Yogurt Parfaits / Smoothies

Yogurt w/ Toast

Milk Choices Offered Daily

Fat Free Chocolate, Fat Free Strawberry, Fat Free Vanilla,
Fat Free White and Low Fat White

Meal Prices

Paid \$1.20

Reduced \$.30

The School District does not discriminate on the basis of age, race, color, national or ethnic origin, sex or handicap in employment practices or in administration of any of its education programs and activities in accordance with applicable federal statutes and regulations. This institution is an equal opportunity provider and employer.

Jersey Shore Secondary Breakfast Menu

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Pancake and Sausage Wrap Chilled Fruit or Juice Milk Choice	Ham, Egg, and Cheese on Bagel Chilled Fruit or Juice Milk Choice	Cinnamon French Toast with Syrup Chilled Juice or Fruit Milk Choice	Breakfast Burrito Egg, Sausage & Cheese Chilled Juice or Fruit Milk Choice	Breakfast Pizza Chilled Fruit or Juice Milk Choice
Pancake and Sausage Wrap Chilled Fruit or Juice Milk Choice	Sausage, Egg, and Cheese on Bagel Chilled Fruit or Juice Milk Choice	Cinnamon French Toast with Syrup Chilled Juice or Fruit Milk Choice	Scrambled Eggs with Toast Chilled Juice or Fruit Milk Choice	Breakfast Pizza Chilled Fruit or Juice Milk Choice
Pancake and Sausage Wrap Chilled Fruit or Juice Milk Choice	Ham, Egg, and Cheese on Bagel Chilled Fruit or Juice Milk Choice	Cinnamon French Toast with Syrup Chilled Juice or Fruit Milk Choice	Breakfast Burrito Egg, Sausage & Cheese Chilled Juice or Fruit Milk Choice	Breakfast Pizza Chilled Fruit or Juice Milk Choice
Pancake and Sausage Wrap Chilled Fruit or Juice Milk Choice	Sausage Egg, and Cheese on Bagel Chilled Fruit or Juice Milk Choice	Cinnamon French Toast with Syrup Chilled Juice or Fruit Milk Choice	Scrambled Eggs with Toast Chilled Juice or Fruit Milk Choice	Breakfast Pizza Chilled Fruit or Juice Milk Choice
Pancake and Sausage Wrap Chilled Fruit or Juice Milk Choice				

Offered Daily:

Assorted Baked Goods

Cereal with Toast

Yogurt Parfaits / Smoothies

Yogurt w/ Toast

Meal Prices:

Paid \$1.20

Reduced \$.30

Milk Choices Offered Daily

Fat Free Chocolate, Fat Free Strawberry, Fat Free Vanilla,
Fat Free White and Low Fat White

The School District does not discriminate on the basis of age, race, color, national or ethnic origin, sex or handicap in employment practices or in administration of any of its education programs and activities in accordance with applicable federal statutes and regulations. This institution is an equal opportunity provider and employer.

11/2/2025

2/2/25

Jersey Shore Elementary

Lunch Menu

							Daily Alternates:	
BBQ Rib on Bun Baked Beans Cinnamon Applesauce Milk Choice	Chicken Sliders w/ Honey Mustard Mixed Vegetables Sliced Peaches Milk Choice	Soft Tacos Corn Niblets Mixed Fruit Milk Choice	Italian Dunkers Steamed Broccoli Diced Peas Milk Choice	Cheesesteak Wrap Diced Carrots Fresh Banana Milk Choice	Peanut Butter & Jelly Chef Salad w/ Roll Yogurt w/ Bagel			
Corn Dog Nuggets Steamed Cauliflower Blueberry Crisp Milk Choice	Popcorn Chicken Bowl Mashed Potatoes Diced Peaches Milk Choice	French Toast Sticks w/ Sausage Patties Tater Tots Mandarin Oranges Milk Choice	Sauteed Pierogies w/ Fresh Bread Green Beans Diced Peas Milk Choice	Chicken Stir-Fry over Fluffy Rice Oriental Vegetables Pineapple Pieces Milk Choice	Peanut Butter & Jelly Ham & Cheese Wrap Yogurt w/ Belly Beans			
Meatball Hoagie Golden Corn Sliced Strawberries Milk Choice	Mozzarella Cheese Sticks w/ Sauce Steamed Broccoli Mixed Fruit Milk Choice	Chicken Patty on Bun Mashed Potatoes Mandarin Oranges Milk Choice	Pulled Pork Sliders Mixed Vegetables Applesauce Milk Choice	Beef Mexi Cup Refried Beans Diced Peas	Peanut Butter & Jelly Grilled Chicken Salad w/ Roll Yogurt w/ Bagel			
Cheesesteak Hoagie Potato Wedges Pineapple Tidbits Milk Choice	Turkey & Cheese on a Pretzel Bun Crispy Green Beans Applesauce Milk Choice	Macaroni with Cheese & Sliced Bread Steamed Broccoli Sliced Peaches Milk Choice	Homemade Ham Pot Pie Carrot Coins Fresh Apple Milk Choice	Crunchy Fish Fillet Sandwich Vegetable Bland Orange Slices Milk Choice	Peanut Butter & Jelly Italian Hoagie Yogurt w/ Belly Beans			
Grilled Cheese Sandwich Honey Glazed Carrots Tropical Fruit Salad Milk Choice								
Monday Chicken Nuggets with Slice of Bread Italian Sub	Tuesday Hot Dog on a Bun Turkey Cheese Wrap	Wednesday Cheesburger on a Bun Cold Ham & Cheese Sandwich	Thursday Popcorn Chicken with Slice of Bread Turkey Cheese Hoagie	Friday Cheese Pizza Italian and Cheese Wrap				

Fresh Fruits and Vegetables Offered Daily

*Vegetable may
include:
Broccoli Florets
Baby Carrots
Dark Leafy Greens
Legume Salads
Celery & Cucumber
*May choose two 1/2
cup servings

*Fruit may include:
Crisp Apple
Sliced Peaches
Mixed Fruit
Fresh Orange
Banana
Pineapple Tidbits
Diced Peas
Applesauce
*May choose one 1/2
cup serving

Elementary Lunch Prices:
Full Price \$2.30 Reduced \$.40

Milk Choices Offered Daily

Fat Free Chocolate, Fat Free
Strawberry, Fat Free Vanilla,
Fat Free White and Low Fat White

MENUS SUBJECT TO CHANGE

Jersey Shore High School Menu

The Grill

May Include Daily
Grilled Chicken Sandwich
Cheeseburger on a Bun
Breaded Chicken Sandwich
Spicy Breaded Chicken Sandwich
BBQ Rib on a Bun

Salads

May Include Daily
Roast Turkey & Cheese Salad
Garden Salad with Cheese
Chef Salad
Breaded Chicken Salad

Pizza

See Daily Menu Selections
Hot Buffalo Chicken Pizza
Pepperoni Pizza
Cheese Pizza

A wide variety of sandwiches, wraps, specialty salads and yogurt parfaits are available daily!

The Deli

Egg Salad Sandwich
Buffalo Chicken
Oven Roasted Turkey and Cheese
Ham & Cheese

*Must take at least one 1/2 cup of fruit or vegetable
*Vegetable Bar
*Fruits Include:

Broccoli Florets
Baby Carrots
Dark Leafy Greens
Lentil Salad
Celery
Cucumber
Crisp Apple
Sliced Peaches
Mixed Fruit
Fresh Orange
Banana
Pineapple Tidbits
Diced Pears
Applesauce

Milk Choices Offered Daily:
1% whole, non-fat white, non-fat flavored

Lunch Prices: Paid \$2.35 Reduced \$4.40

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MENUS SUBJECT TO CHANGE

Hot Wing Hoagie Vegetable Blend Sliced Peaches Milk Choice	Ham & Cheese Pretzel Melt Diced Carrots Mixed Fruit Cup Milk Choice	Specialty Burger Sweet Potato Fries Chilled Apple Slices Milk Choice	Spaghetti & Meatballs w/ Garlic Breadstick Caesar Salad Diced Pears Milk Choice	French Toast Sticks with Sausage Patties Tater Tots Mandarin Oranges Milk Choice
Chicken and Cheese Quesadilla Refried Beans Sliced Strawberries Milk Choice	Pulled Pork Sliders Oven Baked Fries Cinnamon Applesauce Milk Choice	Buffalo-style Grilled Cheese Sandwich Seasoned Green Beans Fresh Banana Milk Choice	Deluxe Philly Cheesesteak Sub Steamed Broccoli Pineapple Tidbits Milk Choice	Sweet & Spicy Chicken Bowl Corn Niblets Mixed Fruit Milk Choice
Popcorn Chicken Bowl w/ Roll Mashed Potatoes Fresh Apple Milk Choice	Swedish Meatballs over Rice Steamed Broccoli Peach Crisp Milk Choice	Pasta Bar Green Beans Mandarin Oranges Milk Choice	Grilled Chicken Club Steamed Cauliflower Tropical Fruit Salad Milk Choice	Buttery Pierogies Fresh Sliced Bread Carrot Coins Diced Pears Milk Choice
General Tso's Chicken over Fluffy Rice Oriental Vegetables Pineapple Chunks Milk Choice	Mexican Bar Refried Beans Diced Pears Milk Choice	Macaroni & Cheese w/ Fresh Roll Stewed Tomatoes Fruit Cup Milk Choice	Zesty Meatball Sub Crispy Green Beans Sweet Applesauce Milk Choice	Tangy Baha Fish Tacos Tater Tots Orange Slices Milk Choice
Grilled Cheese w/ Tomato Soup Steamed Broccoli Chilled Peach Cup Milk Choice				

Procedures Pre-bid Opening

1. Any request for clarification or protest of specifications on the bid point calculator and evaluation criteria must be received by the business manager in writing before the date of the scheduled bid opening.
2. Upon receipt of a timely protest, the business manager shall determine if the date for the bid opening or closing date for receipt of proposals should be postponed. If the bid opening date is postponed, the business manager will contact all parties who were furnished a copy of the bid specifications to advise that an appeal has been filed and that the bid opening or closing date for receipt of proposals is postponed until a decision has been issued. Notice of any postponement will be made in writing.
3. Representatives of Jersey Shore Area School District and the protestor shall meet and/or discuss the substantive issues raised in a timely manner. Upon completions of the meeting or discussion between Jersey Shore Area School District and the protestor, the business manager will transmit a final decision in writing to the protestor and to all parties submitting bids.
4. Upon issuance of the written decision to a timely protest, the business manager and administrative services will issue an addendum to reschedule the date of bid opening or closing for the receipt of proposals. Any change of the previously- specified dates will be made in writing to the protestor and to all parties submitting a bid.

Procedures After Bid Award

1. Protests regarding the bid award must be submitted in writing and received by the business manager not more than 14 days the bid award notification is issued.
2. Any protest must specify the factual basis of the bid protest, an itemization of all procedural and substantive objections to the bid award, and all documentary evidence supporting the bid protest.
3. Protest shall be limited to irregularities in the bid or evaluation process and may not seek re-evaluation of the subjective or objective evaluations used to award the bid.
4. The business manager shall review the timely protest and issue a written determination to the protestor. The business manager may meet with the bid protestor at his/her discretion to discuss the protest. The decision of the bid protest is final and not subject to additional internal review.
5. Notice of any protest and all decision will be provided to the bid recipient and all other bidding parties.
6. If a bid protest is granted, the business manager shall notify the bid recipient and all bidders in writing of the decision and of further action to be taken in conjunction with the bid input from the federal/or state agencies involved.
7. An appeal to state or federal agencies may only be commenced following the exhaustion of the internal appeal mechanism as set forth.

SFA: Jersey Shore Area School District

[illegible]

Do not include Special Functions

For DFN use only: *6/1*

NSLP Cost Reimbursable**Cost Responsibility Detail Sheet for SFA: Jersey Shore Area School District**

The SFA has deemed the following cost responsibility schedule to be a necessary part of this bid specification. Costs that are not provided for under the standard contract terms and conditions, but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFA's operation, must be assigned by the SFA prior to the bid opening and designated below:

Food:	FSMC	SFA	N/A
Food Purchases	X		
Commodity Processing Charges	X		
Processing and Payment Invoices	X		
Labor for Employees:	FSMC	SFA	N/A
Fringe Benefits and Insurance	X	X	
Payroll Taxes	X	X	
Preparation and Processing Payroll	X		
Retirement	X	X	
Salaries/Wages	X	X	
Unemployment Compensation	X	X	
Workers Compensation	X	X	
The items listed below with an asterisk (*) are direct cost items that may or may not apply to each SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for those items applicable to their operation or designate them as not applicable (N/A).			
China/Silverware/Glassware:	FSMC	SFA	N/A
Initial Inventory		X	
Replacement During Operation		X	
Telephone:	FSMC	SFA	N/A
Local		X	
Long Distance		X	
Trash Removal:	FSMC	SFA	N/A
From Kitchen		X	
From Dining Area		X	
From Premises		X	
Equipment Replacement:	FSMC	SFA	N/A
Expendable		X	
Non-expendable		X	
Equipment Repair:	FSMC	SFA	N/A
Kitchen Equipment		X	
*Vehicle Maintenance		X	
*Storage Costs:	FSMC	SFA	N/A
Food	X		
Supplies	X		
*Employee Recruitment:	FSMC	SFA	N/A
Initial		X	
Replacement		X	
*Product and Public Liability:	FSMC	SFA	N/A
Equipment		X	
Insurance		X	

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Cost Responsibility Detail Sheet for SFA: Jersey Shore Area School District

*Taxes:	FSMC	SFA	N/A
Sales			X
Other			X
Other Expenses:	FSMC	SFA	N/A
*Car/Truck Rental (include explanation in RFP)			X
Cleaning/Janitorial Supplies	X		
*Courier Services (i.e., bank deposits, school deliveries)		X	
Laundry		X	
*License Fees		X	
*Linens		X	
*Office Supplies		X	
*Paper/Disposable Supplies	X		
Pest Control		X	
*Printing		X	
*Promotional Materials	X		
*Tickets/Tokens			X
Uniforms	X		
Indirect Costs:	FSMC	SFA	N/A
Utilities		X	
Indirect Labor			X
Other: add other expenses charged to the food service account. Overhead expenses incurred by the FSMC cannot be included	FSMC	SFA	N/A
Cleaning Responsibilities:	FSMC	SFA	N/A
Cafeteria Walls		X	
Daily Routine Cleaning of Dining Tables and Chairs	X		
Dining Room Floors		X	
Duct Work		X	
Exhaust Fans		X	
Food Preparation Areas (include equipment)	X		
Grease Filters		X	
Grease Traps		X	
Hoods		X	
Kitchen Floors		X	
Kitchen Walls		X	
Light Fixtures		X	
Periodic Waxing and Buffing of Dining Room Floors		X	
Restrooms for Food Service Employees		X	
Serving Areas	X		
Thorough Cleaning of Dining Room Tables and Chairs	X		
Windows		X	
Window Coverings		X	
Other: (list)			

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NSLP COST REIMBURSABLE PROJECTED OPERATING COSTS

School Food Authority
FSMC Name

Jersey Shore Area School District
The Nutrition Group

Contract Begin Date 7/1/2019
Contract End Date 6/30/2020
Days of Service 176

Section 1 - Actual "In-School" Revenue

To be completed by SFA (include SSO Reimbursements, if applicable)

BREAKFASTS:

	<u>MEALS</u>		<u>RATES</u>		<u>REVENUE</u>
Elementary Paid	15,312	\$	1.20	\$	18,374.40
Elementary Tiered Paid	-	\$	-	\$	-
Middle Paid	4,752	\$	1.20	\$	5,702.40
Middle Tiered Paid	-	\$	-	\$	-
Secondary Paid	1,584	\$	1.20	\$	1,900.80
Secondary Tiered Paid	-	\$	-	\$	-
Reduced Price	5,984	\$	0.30	\$	1,795.20
Adult Paid	-	\$	-	\$	-
A la Carte Sales	-	\$	-	\$	-
Subtotal Breakfasts	27,632			\$	27,772.80

LUNCHES:

Elementary Paid	39,072	\$	2.30	\$	89,865.60
Elementary Tiered Paid	-	\$	-	\$	-
Middle Paid	22,704	\$	2.40	\$	54,489.60
Middle Tiered Paid	-	\$	-	\$	-
Secondary Paid	25,872	\$	2.40	\$	62,092.80
Secondary Tiered Paid	-	\$	-	\$	-
Reduced Price	14,432	\$	0.40	\$	5,772.80
Adult Paid	16,205	\$	1.00	\$	16,205.00
A la Carte Sales	109,120	\$	1.00	\$	109,120.00
Subtotal Lunches	227,405			\$	337,545.80

SNACKS/SUPPLEMENTS:

Paid	-	\$	-	\$	-
Reduced Price	-	\$	-	\$	-
Adult Paid	-	\$	-	\$	-
A la Carte Sales	-	\$	-	\$	-
Subtotal Snacks/Supplements	-			\$	-

OTHER:

Special Milk		\$	-
Vending Machine Sales		\$	-
Special Functions (Internal)		\$	9,918.40
Subtotal Other		\$	9,918.40

Total "In-School" Revenue	255,037	\$	375,237.00
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NSLP COST REIMBURSABLE PROJECTED OPERATING COSTS

School Food Authority

Jersey Shore Area School District

Contract Begin Date

7/1/2019

Section 2 - Federal Reimbursements

To be completed by SFA (include SSO Reimbursements, if applicable)

BREAKFASTS:	MEALS	RATES	Reimbursements
Free	- \$	- \$	-
Free, Severe Need	50,336 \$	2.14 \$	107,719.04
Reduced	- \$	- \$	-
Reduced, Severe Need	5,984 \$	1.84 \$	11,010.56
Paid	21,648 \$	0.31 \$	6,710.88
Subtotal Breakfasts	77,968		\$ 125,440.48
HIGH RATE LUNCHES:			
Free	- \$	- \$	-
Reduced	- \$	- \$	-
Paid	- \$	- \$	-
Subtotal High Rate Lunches	-		\$ -
LOW RATE LUNCHES:			
Free	117,392 \$	3.31 \$	388,567.52
Reduced	14,432 \$	2.91 \$	41,997.12
Paid	87,648 \$	0.31 \$	27,170.88
Subtotal Low Rate Lunches	219,472		\$ 457,735.52
SNACKS/SUPPLEMENTS:			
Free	- \$	- \$	-
Reduced	- \$	- \$	-
Paid	- \$	- \$	-
Subtotal Snacks/Supplements	-		\$ -
SPECIAL MILK:			
Paid	- \$	- \$	-
Performance Based Reimbursement (if certified):			
Lunches	- \$	- \$	-
Total Federal Reimbursement	297,440		\$ 583,176.00

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NSLP COST REIMBURSABLE PROJECTED OPERATING COSTS

School Food Authority

Jersey Shore Area School District

Contract Begin Date

7/1/2019

Section 3 - State Reimbursements

To be completed by SFA (include SSO Reimbursements, if applicable)

BREAKFASTS:	MEALS	RATES	Reimbursements
Free	- \$	- \$	-
Free, Severe Need	50,336 \$	0.10 \$	5,033.60
Reduced	- \$	- \$	-
Reduced, Severe Need	5,984 \$	0.10 \$	598.40
Paid	21,648 \$	0.10 \$	2,164.80
Subtotal Breakfasts	77,968		\$ 7,796.80
LUNCHES:			
Free	117,392 \$	0.10 \$	11,739.20
Reduced	14,432 \$	0.10 \$	1,443.20
Paid	87,648 \$	0.10 \$	8,764.80
Additional amount for Lunch if Breakfast participation <=20%	112,464 \$	0.02 \$	2,249.28
Additional amount for Lunch if Breakfast participation >20%	107,008 \$	0.04 \$	4,280.32
Subtotal Lunches	219,472		\$ 28,476.80
Total State Reimbursement	297,440		\$ 36,273.60

Section 4 - Other Income

To be completed by SFA

Other Income: Catering (External)	\$	-
Other Income: PDE-3086 Agreements (Sponsor to Sponsor)	\$	15,606.00
Interest Income	\$	-
Total Other Income	\$	15,606.00

Revenue Summary

Total "In-School" Revenue	\$	375,237.00
Total All Reimbursements	\$	619,449.60
Total Other Income	\$	15,606.00
Total Revenue	\$	1,010,292.60

Commodity Usage @	\$0.2350	219,472	\$	(51,575.92)
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NSLP COST REIMBURSABLE PROJECTED OPERATING COSTS

School Food Authority

Jersey Shore Area School District

Contract Begin Date

7/1/2019**Section 5 - Meal Equivalents****A la Carte Meal Equivalents:**

Federal reimb. - free, high lunch \$0.0000
 Federal reimb. - free, low lunch \$3.3100
 Performance Based reimb. \$0.0000
 State reimb. - free, lunch \$0.1000
 Commodity Usage \$0.2350
Total \$3.6450

A la carte revenue \$ 109,120.00
 Adult meal revenue \$ 16,205.00
 Vending Sales \$ -
\$ 125,325.00

Meal Equivalents 34,383
Reimbursable Meals 297,440
Total Meals 331,823

Section 6 - SFA Costs

To be completed by SFA (if applicable)

EXPENSES:**Direct Labor and Benefits**

SFA Labor Costs (must equal grand total on Attachment CR 6)

SFA Fringe Costs (must equal grand total on Attachment CR 7)

TOTAL COST

\$ 355,915.58
 \$ 234,082.19
Subtotal Labor and Benefits \$ 589,997.77

Direct Costs (Must itemize)

\$ -
 \$ -
 \$ -
 \$ -
 \$ -

Subtotal Direct Costs \$ -**Indirect Costs (Must Itemize)**

\$ -
 \$ -
 \$ -
 \$ -

Subtotal Indirect Costs \$ -

Subtotal SFA Costs \$ 589,997.77

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NSLP COST REIMBURSABLE PROJECTED OPERATING COSTS

School Food Authority

Jersey Shore Area School District

Contract Begin Date

7/1/2019

<u>Section 7 - FSMC Costs</u> To be completed by FSMC		
<u>EXPENSES:</u>		<u>TOTAL COST</u>
Food Costs-Including Commodities		\$ 386,625.80
Enter the amounts of food and milk purchased and received. Include the Commodity Distribution Assessment Fee, Commodity Value and Bonus Commodity Value (Do not include rebates, discounts and credits)		
Less: Commodity Usage		\$ (51,575.92)
	Subtotal Food Costs	\$ 335,049.88
Commodity Delivery Charge		\$ 2,700.00
Direct Labor and Benefits		
FSMC Labor Costs (must equal grand total on Attachment CR4)		\$ 42,470.00
FSMC Fringe Costs (must equal grand total on Attachment CR5)		\$ 21,081.56
	Subtotal Labor and Benefits	\$ 63,551.56
Direct Costs		
Accounting		\$ 5,841.41
Background Checks, Fingerprinting, and/or Drug Testing		\$ -
Car/Truck Rental and/or Mileage		\$ 2,750.00
China, Silverware, Glassware		\$ -
Cleaning and Janitorial Supplies		\$ 14,796.74
Computer and Technology		\$ 2,035.04
Courier Services (Air & Ground)		\$ -
Dues/Subscriptions		\$ -
Employee Meals		\$ -
Employee Recruitment and Advertising		\$ 2,917.08
Equipment Depreciation/Rental/Buy Back Investment		\$ -
Equipment Maintenance		\$ -
Equipment Repairs		\$ -
Equipment Replacement - Expendable		\$ 520.00
Freight and Delivery Charges		\$ -
Insurance (Liability, Workman's Compensation, Vehicle, etc.)		\$ 4,713.90
Licenses and/or Permits		\$ -
Office Supplies and Printing		\$ 1,715.00
Paper Products and Disposable Supplies		\$ 14,796.74
Payroll Processing		\$ -
Performance Bond		\$ 1,011.00
POS Systems, Support and Service		\$ -
Postage		\$ -
Promotional Materials (Program Specific)		\$ 6,002.00
Smallware/Replacement Wares		\$ -

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NSLP COST REIMBURSABLE PROJECTED OPERATING COSTS

School Food Authority

Jersey Shore Area School District

Contract Begin Date

7/1/2019

Section 7 - FSMC Costs (continued)

Staff Training and Certification	\$	4,440.91
Storage Costs (Food and/or supplies)	\$	3.00
Taxes (sales and other)	\$	-
Telephone, including Mobile and Internet	\$	-
Tickets, tokens	\$	-
Trash Removal and Pest Control	\$	-
Uniforms, Linens, and Laundry	\$	1,063.00
Vending Rental	\$	-
Wellness Programs and materials	\$	1,933.04
Subtotal Direct Costs	\$	64,538.86

Other Costs included in the RFP (Section Q) required of the FSMC by the SFA (Must Itemize)

\$	-
\$	-
\$	-
\$	-

Subtotal Other Costs \$ -

Special Functions	\$	8,430.30
Catering	\$	-
PDE-3086 Agreements (Sponsor to Sponsor)	\$	6,728.83

Administrative Fee ¹Months: ☐ 9 ☐ 10 ☐ 11 ☒ 12 (check one)

Fees charged on the basis of: (select from drop-down menu)

Flat fees only

(Cannot include any costs already covered in other categories)

Corporate Overhead: Business Office Expense	flat fee \$	19,856.34
Corporate Overhead: Upper Mgt Expense	flat fee \$	4,254.93
Corporate Overhead: Support Service Expense	flat fee \$	11,346.48
	flat fee \$	-
Reimb. Meals Plus Equivalents: 331,823	per-meal fee \$	-
Per-meal rate: (if applicable) \$0.0000	Subtotal Administrative Fee \$	35,457.75
Total per-meal fees: \$0.00		

FSMC Management FeeMonths: ☐ 9 ☐ 10 ☐ 11 ☒ 12 (check one)

Fees charged on the basis of: (select from drop-down menu)

Flat fees only

Enter the fee that will be charged to manage the program

	flat fee \$	20,000.00
Reimb. Meals Plus Equivalents: 331,823	per-meal fee \$	-
Per-meal rate: (if applicable) \$0.0000	Subtotal Management Fee \$	20,000.00
Total per-meal fees: \$0.00		

¹ Documentation must be provided outlining all methodologies used to calculate the Administrative Fees on CR9.

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NSLP COST REIMBURSABLE PROJECTED OPERATING COSTS

School Food Authority

Jersey Shore Area School District

Contract Begin Date 7/1/2019Section 7 - FSMC Costs (continued)

Subtotal FSMC Costs	\$ 536,457.18
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Less Rebates, Discounts and Applicable Credits (Enter as a negative number)	\$ (21,138.20)
---	----------------

TOTAL FSMC COSTS	\$ 515,318.98
------------------	---------------

- ☒ There is a Guarantee
☐ There is not a Guarantee, nor will there be one in optional Renewal years

Guarantee to SFA ² (\$60,000.00)

² Guarantee to SFA - If there is a Guarantee, documentation must be provided outlining all formulas, methodologies and contingencies on CR10; regardless of Guarantee amount.

Section 8 - Contract Summary

	<u>SUMMARY</u>
Total Revenue	\$ 1,010,292.60
SFA Costs	\$ 589,997.77
Total FSMC Costs	Fact Sheet ³ → \$ 515,318.98

³ When entering the Total Contract Cost on the PEARS Fact Sheet, add the CACFP and SFSP Total Cost if applicable.

School Nutrition Program - Profit or (Loss)	\$ (95,024.15)
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NSLP Cost Reimbursable

Labor to be completed by FSMC for FSMC Staff

FSMC: The Nutrition Group

SFA: Jersey Shore Area School District[illegible]

FSCMC Labor

Revised October 31, 2018

54 of 85

For DFN use only:

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[illegible]

Worksheet must accurately reflect any and all employees employed by the FSMC

Grand Total	\$	42,470.00
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**MUST EQUAL POC
(Attachment CR3)**

Fringe Benefits to be completed by FSMC for FSMC Staff

SFA: Jersey Shore Area School District

FSMC Benefits

Revised October 31, 2018

For DFN use only: *B/M*

[illegible]

Worksheet must accurately reflect any and all employees employed by the FSMC

Grand Total	\$	21,081.56
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**MUST EQUAL POC
(Attachment CR3)**

For DFN use only:

NSLP Cost Reimbursable
Labor to be completed by SFA for SFA Staff
SFA: Jersey Shore Area School District

Site Name	Position	Hourly Rate	Daily Hours	# of Days Paid	Total Wages
Jersey Shore Area High School	Prep/Server	\$ 10.35	4.00	176	\$ 7,286.40
Jersey Shore Area High School	Assistant Head Cook	\$ 15.55	6.75	178	\$ 18,683.33
Jersey Shore Area High School	Prep/Server	\$ 10.15	4.00	176	\$ 7,145.60
Jersey Shore Area High School	Head Cook	\$ 18.60	7.75	178	\$ 25,658.70
Jersey Shore Area High School	Head Cashier	\$ 10.65	5.00	176	\$ 9,372.00
Jersey Shore Area High School	Prep/Server	\$ 10.15	4.00	176	\$ 7,145.60
Jersey Shore Area High School	Prep/Cashier	\$ 10.15	5.00	176	\$ 8,932.00
Jersey Shore Area Middle School	Prep/Server	\$ 14.15	5.25	176	\$ 13,074.60
Jersey Shore Area Middle School	Assistant Head Cook	\$ 15.55	6.00	176	\$ 16,420.80
Jersey Shore Area Middle School	Head Cook	\$ 17.60	7.50	178	\$ 23,496.00
Jersey Shore Area Middle School	Dishroom	\$ 10.15	4.00	176	\$ 7,145.60
Jersey Shore Area Middle School	Dishroom	\$ 10.15	4.00	176	\$ 7,145.60
Jersey Shore Area Middle School	Prep/Server	\$ 10.35	4.25	176	\$ 7,741.80
Jersey Shore Area Middle School	Cashier	\$ 14.15	5.00	176	\$ 12,452.00
Jersey Shore Area Middle School	Cashier	\$ 10.65	3.75	176	\$ 7,029.00
Jersey Shore Area Middle School	Head Cook	\$ 17.60	7.50	178	\$ 23,496.00
Jersey Shore Area Elementary	Cashier	\$ 10.65	3.50	176	\$ 6,560.40
Jersey Shore Area Elementary	Prep	\$ 14.15	3.25	176	\$ 8,093.80
Jersey Shore Area Elementary	Prep/Cashier	\$ 14.05	4.50	176	\$ 11,127.60
Jersey Shore Area Elementary	Prep/Cashier	\$ 10.65	5.50	176	\$ 10,309.20
Jersey Shore Area Elementary	Assistant Head Cook	\$ 15.55	6.50	178	\$ 17,991.35
Jersey Shore Area Elementary	Prep/Server	\$ 10.15	4.00	176	\$ 7,145.60
Jersey Shore Area Elementary	Dishroom	\$ 10.15	3.25	176	\$ 5,805.80
Salladasburg Elementary	Head Cook	\$ 16.95	7.50	178	\$ 22,628.25
Salladasburg Elementary	Prep/Cashier	\$ 10.15	5.50	176	\$ 9,825.20
Salladasburg Elementary	Dishroom	\$ 10.15	4.00	176	\$ 7,145.60
Avis Elementary	Head Cook	\$ 16.85	7.50	178	\$ 22,494.75
Avis Elementary	Prep/Cashier	\$ 10.15	5.75	176	\$ 10,271.80
Avis Elementary	Dishroom	\$ 10.15	4.00	176	\$ 7,145.60

58 of 85

For DFN use only:

B/m

SFA: Jersey Shore Area School District

[illegible]

For DFN use only: *BLM*

SFA: Jersey Shore Area School District

[illegible]

Worksheet must accurately reflect any and all employees employed by the SFA

Grand Total	\$	355,915.58
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**MUST EQUAL POC
(Attachment CR3)**

SFA Labor

Revised October 31, 2018

For DFN use only:

BPV

60 of 85

NSLP Cost Reimbursable
Fringe Benefits to be completed by SFA for SFA Staff
SFA: Jersey Shore Area School District

PLACE AN X IN THE APPROPRIATE BOXES																
Site Name	Position	Single	Single + 1	Family	Dental	Disability	Hospitalization	Life	Longevity or Annuity	Retirement	Social Security	Unemployment	Vision	Workman's Comp	Other	Total Fringe Benefits
Jersey Shore Area High School	Prep/Server									X	X					1,574.83
Jersey Shore Area High School	Assistant Head Cook		X	X	X			X		X	X					28,193.15
Jersey Shore Area High School	Prep/Server									X	X					1,544.40
Jersey Shore Area High School	Head Cook							X		X	X					5,573.28
Jersey Shore Area High School	Head Cashier									X	X					2,025.59
Jersey Shore Area High School	Prep/Server									X	X					1,544.40
Jersey Shore Area High School	Prep/Cashier									X	X					1,930.49
Jersey Shore Area Middle School	Prep/Server									X	X					2,825.84
Jersey Shore Area Middle School	Assistant Head Cook			X	X			X		X	X					28,820.35
Jersey Shore Area Middle School	Head Cook	X			X			X		X	X					16,161.27
Jersey Shore Area Middle School	Dishroom									X	X					1,544.40
Jersey Shore Area Middle School	Dishroom									X	X					1,544.40
Jersey Shore Area Middle School	Prep/Server									X	X					1,673.25
Jersey Shore Area Middle School	Cashier									X	X					2,691.28
Jersey Shore Area Middle School	Cashier									X	X					1,519.19
Jersey Shore Area Elementary	Head Cook	X			X			X		X	X					29,233.33
Jersey Shore Area Elementary	Cashier									X	X					1,417.91
Jersey Shore Area Elementary	Prep									X	X					1,749.33
Jersey Shore Area Elementary	Prep/Cashier									X	X					2,405.03
Jersey Shore Area Elementary	Prep/Cashier									X	X					2,228.15
Jersey Shore Area Elementary	Assistant Head Cook		X		X			X		X	X					28,043.59
Jersey Shore Area Elementary	Prep/Server									X	X					1,544.40
Jersey Shore Area Elementary	Dishroom									X	X					1,254.82
Salladasburg Elementary	Head Cook	X	X		X			X		X	X					29,045.78

61 0P85

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SFA: Jersey Shore Area School District

[illegible]

SFA Benefits

Revised October 31, 2018

62 of 95

For DFN use only: B0.17

PLACE AN X IN THE APPROPRIATE BOXES

[illegible]

Worksheet must accurately reflect any and all employees employed by the SFA

Grand Total	\$ 234,082.19
-------------	---------------

**MUST EQUAL POC
(Attachment CR3)**

For DFN use only: *BLM*

General Data and Services to be Provided
SFA: Jersey Shore Area School District

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Revised October 31, 2018

METHODOLOGY OF ADMINISTRATIVE FEES:**SFA: Jersey Shore Area School District****FSMC: The Nutrition Group**

This methodology applies to the initial year contract and any optional renewal years

The Nutrition Group's Administrative Fees include the costs for The Nutrition Group to administer the requirements of this contract such as upper management expenses, auditing expenses, insurance expenses, legal expenses, upper management travel, corporate expenses, and related expenses and associated expenses necessary to perform this contract that are not otherwise outlined within this proposal on attachment CR3.

Billing and Payment Terms: The Nutrition Group agrees to comply with the billing method indicated in the Request for Proposal. The district is expected to pay all bills within 30 or 45 days of receipt. On any invoices that remain unpaid by the due date, the SFA will be assessed a 5% late fee. Late fees may not be paid out of the SFA food service account.

Initial Payment: The Nutrition Group will submit to the District an invoice estimating the amount of costs that The Nutrition Group expects to incur for one month of operation on or about July 1. The District will be expected to pay the amount of this invoice upon receipt of the invoice. The District and The Nutrition Group will reconcile per the RFP.

Payment Terms: The Nutrition group will offer the following EFT and prompt payment incentives.

Clients that make monthly payment using EFT within 10 days of the invoice date, will receive a dollar- amount discount as stated on the PDE040-CR11 form each month prompt payment is made. Twelve months of prompt EFT payments would result in savings totaling 5% of the annual management fee.

Clients that make monthly payment using a paper check within 10 days of invoice date, will receive a dollar-amount discount as stated on the PDE040-CR11 form each month prompt payment is made. Twelve months of prompt paper-check payments would result in savings totaling 4% of the annual management fee.

Additionally, clients will receive a one-time \$500 credit upon initial set-up of EFT payment with The Nutrition Group.

Proprietary Materials: Some merchandising materials may be proprietary and confidential in nature and may require written permission from The Nutrition Group beyond expiration of the contract for use by district.

For DFN use only:



METHODOLOGY OF GUARANTEE:

SFA: Jersey Shore Area School DistrictFSMC: The Nutrition Group

This methodology applies to the initial year contract and any optional renewal years

The projected financial bottom line is based on the net of all revenue minus all expenses. Revenue is calculated with consideration for projected participation changes, selling price increases (and impact of such), projected reimbursement rates changes, new or lost programs and program regulations and any financial implications of said regulatory changes. Expenses are determined by calculating all allowable expenses as outlined on the Cost Responsibility worksheet, applying appropriate inflationary/program costs increases in renewal years, and projected labor costs including wages, benefits and taxes. The Nutrition Group's guarantee (stated on the PDE POC form) is guaranteed up to the total of Nutrition's Administrative and Management Fees (stated on the PDE POC). The Nutrition Group's RFP budget and subsequent renewal budgets are contingent upon the following criteria:

- All information as specified in the RFP, RFP worksheets and any documents supplied by the SFA during the RFP and renewal years.
- Meal service days for breakfast and lunch as specified and as listed on the POC pages
- SFA specified enrollment provided annually
- SFA specified breakfast and lunch prices
- Recommended and approved a la carte pricing provided with each renewal
- All meal service standards in place at time of budget development remaining materially the same over the course of the school year. This includes but is not limited to: Menu design as specified in proposal, Offer vs. Serve at specified grade levels, meal service times and busing schedules and wellness policy.
- SFA specified total labor including wages, hours and benefits. Any labor costs in excess of the total specified will be considered a variance and adjusted from the guarantee.
- USDA commodity usage as specified on the POC page of each renewal and USDA commodity processing agreements.
- Adjustment in Federal, State or SFA policies that negatively affect Nutrition's budget projections, including but not limited to changes to federal and state reimbursement rates or guidelines governing the NSBP/NSLP.
- Excessive on-hand inventory at time of initial contract award that negatively impacts projected food cost
- Agreements or contracts entered into prior to or during the contract period with Nutrition that negatively impact the food service operation and revenue.
- Excessive special diets which require costly ingredients. In that event, Nutrition will bill the SFA separately for those additional costs.
- Occurrences or conditions beyond The Nutrition Group's and the SFA's control.

If initial budget or any subsequent renewal year projections include FSMC labor, labor projections and guarantee are contingent upon no changes in laws or statutes that impact labor costs including but limited to minimum wage, mandatory fringe, Affordable Care Act and Professional Development Standards and the outcome of collective bargaining agreements.

Financial Guarantee Settlement: The Nutrition Group guarantees to the SFA a return/loss/breakeven, as shown on NSLP Projected Operating Costs page's "Guarantee to SFA" line. Nutrition guarantees this budget up to the combined total of our Administrative and Management Fees based on a full year of operation and all other conditions described in the proposal. Should monies be owed the SFA to satisfy the conditions of The Nutrition Group's guarantee, the guarantee amount owed will be agreed based upon the Food Service Financial Audit Report (excluding non-budgeted revenue and expenses as mutually agreed upon) for the settlement school year. *Revenue will be based on actual sales and not deposits, since deposits may not reflect the impact of advance sales, charged meals and outstanding special function receipts. Outstanding student debt accumulated in the budget year will be deducted from the total sales for said budget year. Settlement must be complete by the end of the following school year.

For DFN use only:



Equipment Proposals and Payment Terms/Methods

FSMC: The Nutrition GroupSFA: Jersey Shore Area School District

Equipment Proposals: Section 14.J of the Request for Proposal

To be completed by the SFA:

- ☒ SFA is not requesting the FSMC to propose purchase of equipment
- ☐ SFA is allowing the FSMC to propose equipment necessary for implementation or enhancement of operation

The SFA must obtain preapproval from DFN for each item of equipment costing \$5,000 or greater through the Capital Expenditure Request Process if non-profit school food service account funds are going to be used at any time for the purchase.

To be completed by FSMC:

The FSMC must specify the equipment it proposes.

	Equipment	Cost
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -

Total Investment Proposed

\$

-

Payment Terms/Method - Advance: Section 17.B of the Request for Proposal

To be completed by the SFA:

- ☐ No, the SFA will not consider providing an advance payment to the FSMC
- ☒ Yes, the SFA will consider paying the FSMC an advance on operational expenses to be reconciled with the first invoice

To be completed by the FSMC:

The FSMC is requesting an advance of

\$

47,739.00

Payment Terms/Method - Incentives: Section 17.C of the Request for Proposal

To be completed by the SFA:

- ☐ No, the SFA will not consider any payment incentives such as discounts or credits for prompt payment, electronic payment, etc.
- ☒ Yes, the SFA will consider payment incentives such as discounts or credits for prompt payment, electronic payment, etc.

To be completed by the FSMC:

The FSMC will offer an annual electronic payment credit off of the following invoice after setup

\$500 initial EFT only

- ☒ The FSMC will offer a prompt payment discount (\$ amount) off of the invoice of

\$83 EFT, \$66 check

- ☐ The FSMC will offer a prompt payment discount (% amount) off of the invoice of

0%

A prompt payment is one that is received within 10 days of the invoice date

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2:30 P.M. - 5:00 P.M. Sunday

By telephone: 5:00 A.M. - 5:00 P.M. Mon.-Fri.
Office: 5:00 A.M. - 5:00 P.M. Mon.-Fri.
Fax to fax: 7 days a week: 570-326-6949

Announcements	Announcements	Announcements	Announcements	Announcements	Announcements	Announcements	Announcements
<p>LEGAL NOTICES</p> <p>LEGAL NOTICE IN THE COURT OF COMMON PLEAS JUDICIAL DISTRICT OF CLARK COUNTY, PENNSYLVANIA CLARK COUNTY COURT CLARK COUNTY COURT</p> <p>NOTICE OF HEARING TO TERMINATE PROTECTIVE ORDER January 11, 2019 @ 10:00am</p> <p>Unknown Person</p>	<p>LEGAL NOTICES</p> <p>LEGAL NOTICE IN THE COURT OF COMMON PLEAS JUDICIAL DISTRICT OF CLARK COUNTY, PENNSYLVANIA CLARK COUNTY COURT CLARK COUNTY COURT</p> <p>NOTICE OF HEARING TO TERMINATE PROTECTIVE ORDER January 11, 2019 @ 10:00am</p> <p>Unknown Person</p>	<p>LEGAL NOTICES</p> <p>LEGAL NOTICE IN THE COURT OF COMMON PLEAS JUDICIAL DISTRICT OF CLARK COUNTY, PENNSYLVANIA CLARK COUNTY COURT CLARK COUNTY COURT</p> <p>NOTICE OF HEARING TO TERMINATE PROTECTIVE ORDER January 11, 2019 @ 10:00am</p> <p>Unknown Person</p>	<p>LEGAL NOTICES</p> <p>LEGAL NOTICE IN THE COURT OF COMMON PLEAS JUDICIAL DISTRICT OF CLARK COUNTY, PENNSYLVANIA CLARK COUNTY COURT CLARK COUNTY COURT</p> <p>NOTICE OF HEARING TO TERMINATE PROTECTIVE ORDER January 11, 2019 @ 10:00am</p> <p>Unknown Person</p>	<p>LEGAL NOTICES</p> <p>LEGAL NOTICE IN THE COURT OF COMMON PLEAS JUDICIAL DISTRICT OF CLARK COUNTY, PENNSYLVANIA CLARK COUNTY COURT CLARK COUNTY COURT</p> <p>NOTICE OF HEARING TO TERMINATE PROTECTIVE ORDER January 11, 2019 @ 10:00am</p> <p>Unknown Person</p>	<p>LEGAL NOTICES</p> <p>LEGAL NOTICE IN THE COURT OF COMMON PLEAS JUDICIAL DISTRICT OF CLARK COUNTY, PENNSYLVANIA CLARK COUNTY COURT CLARK COUNTY COURT</p> <p>NOTICE OF HEARING TO TERMINATE PROTECTIVE ORDER January 11, 2019 @ 10:00am</p> <p>Unknown Person</p>	<p>LEGAL NOTICES</p> <p>LEGAL NOTICE IN THE COURT OF COMMON PLEAS JUDICIAL DISTRICT OF CLARK COUNTY, PENNSYLVANIA CLARK COUNTY COURT CLARK COUNTY COURT</p> <p>NOTICE OF HEARING TO TERMINATE PROTECTIVE ORDER January 11, 2019 @ 10:00am</p> <p>Unknown Person</p>	<p>LEGAL NOTICES</p> <p>LEGAL NOTICE IN THE COURT OF COMMON PLEAS JUDICIAL DISTRICT OF CLARK COUNTY, PENNSYLVANIA CLARK COUNTY COURT CLARK COUNTY COURT</p> <p>NOTICE OF HEARING TO TERMINATE PROTECTIVE ORDER January 11, 2019 @ 10:00am</p> <p>Unknown Person</p>

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Announcements

LEGAL NOTICES

Notice to hereby given that
CENTRAL OFFICE OF THE ATTORNEY GENERAL
(HONORARY COUNTY)
WILLIAMSON COUNTY
1113 COUNTY HIGHWAY 100
WILLIAMSON, TN 37150
 will accept bids for the following property:
2011 Capital City Program for construction of the following:
1. 1000 sq. ft. building
2. 1000 sq. ft. building
3. 1000 sq. ft. building
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Run Date
 Christmas Day, December 25
 Wednesday, December 26
 Thursday, December 27

New Years Day, January 1
 Wednesday, January 2
 Thursday, January 3

Run Date
 Christmas Day, December 25
 Wednesday, December 26

New Years Day, January 1
 Wednesday, January 2

Announcements

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Run Date
 Christmas Day, December 25
 Wednesday, December 26
 Thursday, December 27

New Years Day, January 1
 Wednesday, January 2
 Thursday, January 3

Run Date
 Christmas Day, December 25
 Wednesday, December 26

New Years Day, January 1
 Wednesday, January 2

Announcements

LEGAL NOTICES

Notice to hereby given that
CENTRAL OFFICE OF THE ATTORNEY GENERAL
(HONORARY COUNTY)
WILLIAMSON COUNTY
1113 COUNTY HIGHWAY 100
WILLIAMSON, TN 37150
 will accept bids for the following property:
2011 Capital City Program for construction of the following:
1. 1000 sq. ft. building
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COMMUNITY WIDE SERVICE DIRECTORY

**WILLIAMSPORT
SUN-GAZETTE**

**Community
Service
Program**

Get the Results You Are Looking For!
SUN-GAZETTE & INTERNET ONLY.

6 LINES - 15 DAYS \$150.00

8 LINES - 31 DAYS \$180.00

(GST and base fee extra additional fees)

Looking For the Best in Service & Selection...

LOOK HERE FIRST!

CALL... 570-328-1551

OR email your ad to:
classifieds@wsgazette.com

CLASSIFIEDS

SHOW UP!

Service/office

7512-Audiotape

FRILEY Audio Co. Inc.
"Audiocassette"
10000 13th Ave. S.W.
Burien, OR 97147

FRITZ's Audio Service
"Audiocassette"
10000 13th Ave. S.W., P.O.
Box 140910
Burien, OR 97147-0910

ROAN, INC.
"Audiocassette & Audiogram"
"Landmark & Landmark Services"
10000 13th Ave. S.W.
Burien, OR 97147-0910

SCOTT KOLMAN
"Audiogram" - "Audiogram"
890 225th Ave.
Burien, OR 97147

Wendy's Audio Service
"Audiogram" - "Audiogram"
2200 Westside Road
Astoria, OR 97103

**7535-
lithocolorators**

• B&W Photo Cam
• 8" x 10" prints - \$1.75 per
print - \$1.75 per print
• 5" x 7" prints - \$1.75 per
print - \$1.75 per print

Answers to classified advertisements appear on page 11. Send your ad to: 11/10/87 following the last page.

**GREAT NEW
PRICE!...
PLACE YOUR
SERVICE AD
TODAY...
CALL
570-326-1551
OR
email your ad to:
classifieds@sungazette.com**

December 8, 2001
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Merchandise

6000-Advertisements

Electric Motor Sales
 We have a large stock of electric motors for sale. We carry a full line of motors from 1/2 to 100 HP. We also have a large stock of motor parts and accessories. We are located at 1000 N. 10th St., Lock Haven, PA. Call 717-772-2222.

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Transportation

7000-Parts/Accessories

Used Cars from \$100 to \$200
 We have a large stock of used cars for sale. We carry a full line of cars from 1980 to 2010. We also have a large stock of car parts and accessories. We are located at 1000 N. 10th St., Lock Haven, PA. Call 717-772-2222.

7000-Parts/Accessories

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Associations

LEGAL NOTICES

Notice of Hearing
 The Board of Directors of the Lock Haven Area School District will hold a public hearing on December 15, 2016 at 7:30 p.m. at the Lock Haven Area School District Board of Directors meeting room, 1000 N. 10th St., Lock Haven, PA. The purpose of the hearing is to consider the proposed budget for the 2017-2018 school year. The Board of Directors will also consider the proposed changes to the district's policies and procedures. The public is invited to attend the hearing and to provide input to the Board of Directors. For more information, please contact the District Office at 717-772-2222.

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Service & Repair Directory

Find a plumber, a cleaner, a contractor & more.

DAILY FEATURE

Schrack's Valley Service
570-725-2751
Septic Tank
Cleaning Service
Port-A-Pot Rental

DAILY FEATURE

**The Express
Community
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Looking for the best in
service and value? Then
be sure to check here first!

Service/Repair

7800-Architecting



For an office or business
you need a professional
architect or interior designer
to create a space that is
functional, beautiful and
reflects your company's
image. Call us today!
Call us today!
Call us today!

7833-Miscellaneous

Feeling lonely, alone,
and unhappy? Looking for
a change in lifestyle? Call
us today!
Call us today!
Call us today!

**7725-Septic Tank
& Drains**

**John Brann
And Son**
18-1888-3071
Owensboro, Ohio (Toll Free)
Call us today!

Robert's Valley Service
570-725-2751
Call us today!

Call us today!

Call us today!

Service/Repair

7725-Septic Tank/Drains

Septic Tanks
Call us today!
Call us today!

**7740-Tree
Services**

Arlo Aronson
You can't see, plant &
shape, shape growth,
and more!
Call us today!

7833-Miscellaneous

Septic Tank Service
20 years of experience
Call us today!
Call us today!

**7725-Septic Tank
& Drains**

Call us today!

Call us today!

Call us today!

Call us today!

**Gain more
exposure
for your business
by advertising here**



**for as low as
\$2.40
per day!**

Sub Real Estate	Merchandise	Merchandise	Transportation	Amusements	Amusements	Amusements	Amusements
<p>5500-Carpet Property</p> <p>SWC REALTY 1800 West Third Street Williamsport, PA 17701 570-772-6800 Call us today!</p>	<p>5000-Miscellaneous</p> <p>Customer Toner You are a great customer! Call us today! Call us today!</p>	<p>5044-Wanted to Buy</p> <p>Septic Tank Service Call us today! Call us today!</p>	<p>7024-Miscellaneous</p> <p>2017 Police Sedan Call us today! Call us today!</p>	<p>Amusements</p> <p>LEGAL NOTICES</p>	<p>Amusements</p> <p>LEGAL NOTICES</p>	<p>Amusements</p> <p>LEGAL NOTICES</p>	<p>Amusements</p> <p>LEGAL NOTICES</p>
<p>5512-House</p> <p>SWC REALTY 1800 West Third Street Williamsport, PA 17701 570-772-6800 Call us today!</p>	<p>5004-Household Goods</p> <p>Customer Toner You are a great customer! Call us today! Call us today!</p>	<p>5044-Wanted to Buy</p> <p>Septic Tank Service Call us today! Call us today!</p>	<p>7024-Miscellaneous</p> <p>2017 Police Sedan Call us today! Call us today!</p>	<p>Amusements</p> <p>LEGAL NOTICES</p>	<p>Amusements</p> <p>LEGAL NOTICES</p>	<p>Amusements</p> <p>LEGAL NOTICES</p>	<p>Amusements</p> <p>LEGAL NOTICES</p>

**The Express
Web Directory**

For a complete listing for
each business, visit our
online website directory.

Car Dealers
Miller Brothers Auto Sales
www.millerbrothersauto.com

K&L Auto Sales of Remo
www.kleautosales.com

Elderly Care
Susquehanna View Home
www.susquehannaviewhome.com

Waste Management & Recycling
Wayne Township Landfill
www.waynetwpandfill.com

**These businesses are
just a click away!**



TIMELESS VICTORIAN

1063 PARK AVE., WOOLRICH

- Finely Crafted Woodwork
- Founders of Woolrich Home
- 8 Bedrooms
- Beveled Glass Pocket Doors
- 4 Bathrooms
- Grand Staircase

\$319,900

SWC REALTY
Sold With Confidence
1988 West Third Street
Williamsport, Pa 17701
570-772-6800

SUSAN ROWLES
570-419-7884

Martin, BJ

From: Ben Enders <benders@jsasd.org>
Sent: Wednesday, December 5, 2018 3:20 PM
To: pharney@thenutritiongroup.biz; Patty Baresse
Subject: Jersey Shore Area School District FSMC Solicitation
Attachments: Cafeteria RFP - Email to Vendors.pdf; ATT00001.htm

Please see attached regarding the Jersey Shore Area School District FSMC proposal.

Thank you,

Ben Enders

Benjamin J. Enders
Business Manager
Jersey Shore Area School District
175 A&P Drive
Jersey Shore, PA 17740
Phone: 570-398-5050
Fax: 570-398-5089

Martin, BJ

From: Ben Enders <benders@jsasd.org>
Sent: Wednesday, December 5, 2018 3:21 PM
To: Gary Hanson
Subject: Jersey Shore Area School District FSMC Solicitation
Attachments: Cafeteria RFP - Email to Vendors.pdf; ATT00001.htm

Please see attached regarding the Jersey Shore Area School District FSMC proposal.

Thank you,

Ben Enders

Benjamin J. Enders
Business Manager
Jersey Shore Area School District
175 A&P Drive
Jersey Shore, PA 17740
Phone: 570-398-5050
Fax: 570-398-5089

BJM

Martin, BJ

From: Ben Enders <benders@jsasd.org>
Sent: Wednesday, December 5, 2018 3:22 PM
To: Lynn.McPhee@preferredmeals.com
Subject: Jersey Shore Area School District FSMC Solicitation
Attachments: Cafeteria RFP - Email to Vendors.pdf; ATT00001.htm

Please see attached regarding the Jersey Shore Area School District FSMC proposal.

Thank you,

Ben Enders

Benjamin J. Enders
Business Manager
Jersey Shore Area School District
175 A&P Drive
Jersey Shore, PA 17740
Phone: 570-398-5050
Fax: 570-398-5089

Martin, BJ

From: Ben Enders <benders@jsasd.org>
Sent: Wednesday, December 5, 2018 3:23 PM
To: lopezk@guestservices.com
Subject: Jersey Shore Area School District FSMC Solicitation
Attachments: Cafeteria RFP - Email to Vendors.pdf; ATT00001.htm

Please see attached regarding the Jersey Shore Area School District FSMC proposal.

Thank you,

Ben Enders

Benjamin J. Enders
Business Manager
Jersey Shore Area School District
175 A&P Drive
Jersey Shore, PA 17740
Phone: 570-398-5050
Fax: 570-398-5089

Martin, BJ

From: Ben Enders <benders@jsasd.org>
Sent: Wednesday, December 5, 2018 3:24 PM
To: Gabrielle.Liddy@trinityservicesgroup.com
Subject: Jersey Shore Area School District FSMC Solicitation
Attachments: Cafeteria RFP - Email to Vendors.pdf; ATT00001.htm











Please see attached regarding the Jersey Shore Area School District FSMC proposal.

Thank you,

Ben Enders

Benjamin J. Enders
Business Manager
Jersey Shore Area School District
175 A&P Drive
Jersey Shore, PA 17740
Phone: 570-398-5050
Fax: 570-398-5089

**Jersey Shore Area School District
Food Service Renewal Walk Through
February 5, 2019 at 9:00 am**

	Name	Company Name	Email Contact	Phone Contact
1	BILL BUDD	THE NUTRITION GROUP, INC.		
2	Gary Hanson	SFE	gary.hanson@sfeinc.org	484-889-8545
3	Matt Starro	Metz Culinary Mgmt	mstarro@metzcorp.com	717-303-6785
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STATEMENT

PAGE: 1

JERSEY SHORE AREA SCHOOL DISTRICT
175 A & P DRIVE
JERSEY SHORE, PA 17740

DATE	2/11/2019
ACCOUNT	JER258
Balance	\$59,898.41

Date	Invoice Number	Type	Original Amount	Payment/Offset	Amount Remaining
7/1/2018	INITIAL18190033	Invoice	74,885.00	74,885.00	0.00
8/3/2018	INV000000026944	Invoice	11,762.96	11,762.96	0.00
9/10/2018	INV000000027255	Invoice	11,829.89	11,829.89	0.00
10/10/2018	INV000000027591	Invoice	51,893.78	51,893.78	0.00
11/12/2018	INV000000027928	Invoice	66,098.49	66,098.49	0.00
12/7/2018	INV000000028249	Invoice	46,630.40	46,630.40	0.00
1/7/2019	INV000000028575	Invoice	48,287.43	48,287.43	0.00
2/11/2019	INV000000028932	Invoice	59,898.41	0.00	59,898.41

Current	2/16/19	3/16/19	4/16/19
\$59,898.41	\$0.00	\$0.00	\$0.00

580 Wendel Road, Suite 100 Irwin, PA 15642

888-272-8108

www.thenutritiongroup.biz

80 of 85

B/M

**Jersey Shore Area School District
Food Service Operating Statement
January 2019**

Revenue	Current	To Date	Budget to Date
Cash	41,881.00	206,912.83	212,897.70
Reimbursements	83,153.58	322,301.61	350,495.16
Other Revenue			
Reim. Adjustment	0.00	0.00	
Other Adjustment	0.00	0.00	0.00
Total Revenue	105,034.58	529,214.44	563,392.86
Program Costs			
Program Costs	59,898.41	296,401.36	309,558.73
District Labor/Fringes	51,697.00	291,926.00	304,206.25
District Costs	0.00	0.00	0.00
Total Expenses	111,595.41	588,327.36	613,764.98
Net Income/(Loss)	(6,560.83)	(59,112.92)	(50,372.12)
Guarantee			(39,574.08)
Serving Days (Bkft/Lunch)	18 / 18	87 / 87	87 / 87
Breakfasts Served	5,859	39,004	44,544
Average Breakfast/Day	326	448	512
Lunches Served	23,900	114,302	120,582
Average Lunches/Day	1,328	1,314	1,386
AlaCarte Sales	13,629.60	66,210.42	72,845.00
Average AlaCarte/Day	757.20	761.04	835.00
Commodity Use (Incl NOI)	9,224.44	45,552.43	27,733.88
Commodity Use/Meal	0.3860	0.3985	0.2300
Commodity Rec (Incl NOI)	9,448.13	43,828.02	
Commodity Rec/Meal	0.3953	0.3834	

02/11/19 11:40 am

Jersey Shore Area School District
Mr. Ben Enders
175 A&P Dr
Jersey Shore, PA 17740



Please make check payable to:
Nutrition, Inc.
580 Wendel Road, Suite 100
Irwin, PA 15642
888-272-8106

	January 2019 Totals	School Year-to-Date Totals
Meat/Protein	0.00	0.00
Grocery	31,116.38	142,283.93
Produce	0.00	0.00
Dessert	0.00	0.00
Bread	0.00	0.00
Dairy	9,632.80	43,687.78
Paper	1,780.33	10,317.02
Cleaning	2,807.17	11,204.18
Other	4,452.79	18,245.87
Total Purchases	49,789.47	225,638.78
Administration Fee	2,899.72	20,298.04
Management Fee	2,102.92	14,720.44
Total Fees	5,002.64	35,018.48
Management Payroll	5,106.30	35,744.10
Hourly Gross Payroll	0.00	0.00
Gross Pay Accrual	0.00	0.00
F.I.C.A.	0.00	0.00
State UC	0.00	0.00
Federal	0.00	0.00
Work Comp	0.00	0.00
Tax Accrual	0.00	0.00
Other Payroll Related	0.00	0.00
Uniform Allowance	0.00	0.00
Health Insurance	0.00	0.00
Total Hourly Payroll	0.00	0.00
Adjustment		
Invoice Total	\$59,898.41	\$296,401.36

Notes for Reference Only:

Rebates Received	0.00	0.00
Discounts(including promotional, competitive)	0.00	19,177.49
Credits(net off invoice-NOI)	0.00	8,851.42
Commodity Usage(includes NOI)	9,224.44	45,552.43
Commodities Received(includes NOI)	9,448.13	43,828.02

Terms per RFP: Payments received 30 days after the invoice date will be assessed a 5% late fee.

82 of 85

blm



NUTRI-4

OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Candice L. Schaffer
Rupp & Fiore Insurance Mgt Inc
12875 Rt 30
N Huntingdon, PA 15642
Joseph T. Fiore

724-382-3245

CONTACT NAME: Candice L. Schaffer

PHONE (A/C, No, Ext): 724-382-3245

FAX (A/C, No): 724-861-4630

E-MAIL ADDRESS: cschaffer@ruppfiore.com

INSURED NUTRITION INC
Facilities Maint, Nu-Vu Etl
580 Wendel Road Suite 100
Irwin, PA 15642

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Selective Insurance Co

19269

INSURER B: Gemini a Berkley Co

31325

INSURER C: National Union Fire

19445

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR I-TR	TYPE OF INSURANCE	ADOL INFO	SUBR INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			S 2183391	08/15/2018	08/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EE Benefit \$ 1,000,000 COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Colld deds \$ 500/1000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S 2183391	08/15/2018	08/15/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in PA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liabli			VPPL011159	04/11/2018	04/11/2019	\$2MillAgg
C	Employment Practic			081568535	04/12/2018	04/12/2019	EPLI \$1Mill/Clim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RESTAURANT OPERATED BY CONCESSIONAIRES OTHER THAN NOT FOR PROFIT

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NOTEPAD

INSURED'S NAME NUTRITION INC

NUTRI-4
OP ID: CS

PAGE 2
Date 07/26/2018

Blanket Additional Insured Endorsement Included; Blanket Waiver of
Subrogation Endorsement Included; Care Custody & Control Included;
Umbrella Follows Form on Work Comp/Employer's Liability



CERTIFICATE OF LIABILITY INSURANCE

NUTRI-1 OP ID: TMK

DATE (MM/DD/YYYY)
08/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Henderson Brothers, Inc.
920 Ft Duquesne Blvd
Pittsburgh, PA 15222
Clem J. Wandrisco, III

CONTACT NAME: Clem J. Wandrisco, III
PHONE (A/C No. Ext): 412-261-1842 FAX (A/C No): 412-261-4149
E-MAIL ADDRESS: cjlwandrisco@hendersonbrothers.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: PMA Insurance Group

12262

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Nutrition, Incorporated
Attn: Donald Baker
580 Wendel Road Suite 100
Irwin, PA 15642

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							NEO EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPROP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			201875-62-68-98-1	07/01/2018	07/01/2019	X PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

EVIDENC

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

FINAL GENERAL FUND BUDGET

Fiscal Year 2019-2020

General Fund Budget Approval

Date of Adoption of the General Fund Budget:

President of the Board - Original Signature RequiredDateSecretary of the Board - Original Signature RequiredDateChief School Administrator - Original Signature RequiredDateBenjamin J EndersContact Person(570)398-5050Extn :TelephoneExtensionbenders@jsasd.orgEmail Address

CERTIFICATION OF ESTIMATED ENDING FUND BALANCE FROM 2019-2020 GENERAL FUND BUDGET

24 PS 6-688

(10/2010)

SCHOOL DISTRICT Jersey Shore Area SD	COUNTY Lycoming	AUN 117414003
---	--------------------	------------------

No school district shall approve an increase in real property taxes unless it has adopted a budget that includes an estimated, ending unreserved undesignated fund balance (unassigned) less than or equal to the specified percentage of its total budgeted expenditures:

Total Budgeted Expenditures	Fund Balance % Limit (less than or equal to)
Less Than or Equal to \$11,999,999	12.0%
Between \$12,000,000 and \$12,999,999	11.5%
Between \$13,000,000 and \$13,999,999	11.0%
Between \$14,000,000 and \$14,999,999	10.5%
Between \$15,000,000 and \$15,999,999	10.0%
Between \$16,000,000 and \$16,999,999	9.5%
Between \$17,000,000 and \$17,999,999	9.0%
Between \$18,000,000 and \$18,999,999	8.5%
Greater Than or Equal to \$19,000,000	8.0%

Did you raise property taxes in SY 2019-2020 (compared to 2018-2019)?

Yes	<input checked="" type="checkbox"/>
No	<input type="checkbox"/>

If yes, see information below, taken from the 2019-2020 General Fund Budget

Total Budgeted Expenditures	\$43050083
Ending Unassigned Fund Balance	\$1442166
Ending Unassigned Fund Balance as a percentage (%) of Total Budgeted Expenditures	3.3%

The Estimated Ending Unassigned Fund Balance is within the allowable limits.

Yes	<input checked="" type="checkbox"/>
No	<input type="checkbox"/>

I hereby certify that the above information is accurate and complete.

SIGNATURE OF SUPERINTENDENT	DATE
-----------------------------	------

DUE DATE: AUGUST 15, 2019

**CERTIFICATION OF USE OF PDE-2028
FOR PUBLIC INSPECTION OF 2019-2020 PROPOSED BUDGET**

24 PS 6-687(a)(1)

(03/2006)

School District Name : Jersey Shore Area SD	County : Lycoming	AUN Number : 117414003
---	-----------------------------	----------------------------------

Section 687(a)(1) of the School Code requires the president of the board of school directors of each school district to certify to the Department of Education that the proposed budget was prepared, presented and will be made available for public inspection using the uniform form prepared and furnished by the Department of Education.

I hereby certify that the above information is accurate and complete.

SIGNATURE OF SCHOOL BOARD PRESIDENT	DATE
--	-------------

DUE DATE: **IMMEDIATELY FOLLOWING
ADOPTION OF PROPOSED
FINAL GENERAL FUND BUDGET**

<u>Val Number</u>	<u>Description</u>	<u>Justification</u>
1010	Budget Approval Date is required before submission on Contact Screen and cannot be a future date.	
1550	Tax Data: The difference between (a) Assessed Value Exclusion per Homestead multiplied by (b) number of Approved Homesteads/Farmsteads multiplied by real estate tax rate and (c) Approximate Dollar Value of Homestead Exclusions should be within 2% of (c) Approximate Dollar Value of Homestead Exclusions. (A x B x TR) - C: \$1,144,978.00 C x 2%: \$22,899.56	Will be fixed when Homestead/Farmstead data is received and calculated
5280	Expenditure Detail: 100 Salaries amount must be greater than 200 Benefits amount. For an exception, please enter a justification below. Function 2400, Object 100: \$202,672.00 Function 2400, Object 200: \$205,081.00	Increases in Health Insurance and Retirement Expense has resulted in benefits being greater than wages.
8060	Ending Fund Balance Entry and Budgetary Reserve: If 5900 Budgetary Reserve is not equal to 0, a justification must be entered below.	Prudent Fiscal Management
8080	Ending Fund Balance Entry and Budgetary Reserve: If 0850 Estimated Ending Unassigned Fund Balance is not equal to 0, a justification must be entered below.	Prudent Fiscal Management
8150	Ending Fund Balance Entry and Budgetary Reserve: If 0830 Committed Fund Balance is not equal to 0, a justification must be entered below.	Committed for PSERS and Health Insurance Increases

ITEM	AMOUNTS
Estimated Beginning Unreserved Fund Balance Available for Appropriation and Reserves Scheduled For Liquidation During The Fiscal Year	
0810 Nonspendable Fund Balance	163,637
0820 Restricted Fund Balance	
0830 Committed Fund Balance	3,059,934
0840 Assigned Fund Balance	
0850 Unassigned Fund Balance	2,346,338
Total Estimated Beginning Unreserved Fund Balance Available for Appropriation and Reserves Scheduled For Liquidation During The Fiscal Year	<u>\$5,406,272</u>
Estimated Revenues And Other Financing Sources	
6000 Revenue from Local Sources	17,883,577
7000 Revenue from State Sources	23,620,913
8000 Revenue from Federal Sources	636,421
9000 Other Financing Sources	5,000
Total Estimated Revenues And Other Financing Sources	<u>\$42,145,911</u>
Total Estimated Fund Balance, Revenues, and Other Financing Sources Available for Appropriation	<u>\$47,552,183</u>

Amount

REVENUE FROM LOCAL SOURCES

6111 Current Real Estate Taxes	12,154,977
6112 Interim Real Estate Taxes	25,000
6113 Public Utility Realty Taxes	16,500
6114 Payments in Lieu of Current Taxes - State / Local	238,000
6150 Current Act 511 Taxes - Proportional Assessments	4,000,000
6400 Delinquencies on Taxes Levied / Assessed by the LEA	700,000
6500 Earnings on Investments	200,000
6700 Revenues from LEA Activities	76,100
6800 Revenues from Intermediary Sources / Pass-Through Funds	438,000
6910 Rentals	10,000
6920 Contributions and Donations from Private Sources	10,000
6940 Tuition from Patrons	5,000
6990 Refunds and Other Miscellaneous Revenue	10,000

REVENUE FROM LOCAL SOURCES

\$17,883,577

REVENUE FROM STATE SOURCES

7110 Basic Education Funding	13,797,126
7160 Tuition for Orphans Subsidy	20,000
7220 Vocational Education	109,106
7271 Special Education funds for School-Aged Pupils	1,873,495
7292 Pre-K Counts	340,000
7311 Pupil Transportation Subsidy	1,236,532
7320 Rental and Sinking Fund Payments / Building Reimbursement Subsidy	740,157
7330 Health Services (Medical, Dental, Nurse, Act 25)	45,000
7340 State Property Tax Reduction Allocation	1,144,978
7360 Safe Schools	25,000
7810 State Share of Social Security and Medicare Taxes	760,533
7820 State Share of Retirement Contributions	3,528,986

REVENUE FROM STATE SOURCES

\$23,620,913

REVENUE FROM FEDERAL SOURCES

8514 NCLB, Title I - Improving the Academic Achievement of the Disadvantaged	480,000
8515 NCLB, Title II - Preparing, Training and Recruiting High Quality Teachers and Principals	90,000
8517 NCLB, Title IV - 21st Century Schools	30,000
8521 Vocational Education - Operating Expenditures	36,421

REVENUE FROM FEDERAL SOURCES

\$636,421

		Amount
OTHER FINANCING SOURCES		
9400	Sale of or Compensation for Loss of Fixed Assets	5,000
OTHER FINANCING SOURCES		\$5,000
TOTAL ESTIMATED REVENUES AND OTHER SOURCES		42,145,911

Act 1 Index (current): 3.2%

Calculation Method:

Number of Decimals For Tax Rate Calculation: 4

Approx. Tax Revenue from RE Taxes:

Amount of Tax Relief for Homestead Exclusions

Total Approx. Tax Revenue:

Approx. Tax Levy for Tax Rate Calculation:

Section 672.1 Method Choice: (a)/(1)

Revenue

\$12,154,980

\$1,144,978

\$13,299,958

\$14,075,808

Clinton

Lycoming

Total

2018-19 Data

a. Assessed Value

\$202,015,400

\$850,574,130

b. Real Estate Mills

12.9608

17.7513

I. 2019-20 Data

c. 2017 STEB Market Value

\$185,353,201

\$994,012,824

d. Assessed Value

\$203,056,400

\$853,886,650

e. Assessed Value of New Constr/ Renov

\$0

\$0

2018-19 Calculations

f. 2018-19 Tax Levy

\$2,618,281

\$11,512,761

\$14,131,042

(a * b)

2019-20 Calculations

g. Percent of Total Market Value

18.64696%

81.35304%

100.00000%

h. Rebalanced 2018-19 Tax Levy

\$2,635,010

\$11,496,032

\$14,131,042

(f Total * g)

i. Base Mills Subject to Index

13.0436

17.7513

(h / a * 1000) if no reassessment

(h / (d-e) * 1000) if reassessment

Calculation of Tax Rates and Levies Generated

j. Weighted Avg. Collection Percentage

94.00000%

94.00000%

94.00000%

k. Tax Levy Needed

\$2,624,710

\$11,451,098

\$14,075,808

(Approx. Tax Levy * g)

I. 2019-20 Real Estate Tax Rate

12.9260

17.5946

(k / d * 1000)

m. Tax Levy Generated by Mills

\$2,624,707

\$11,451,098

\$14,075,805

(l / 1000 * d)

n. Tax Levy minus Tax Relief for Homestead Exclusions

\$12,930,827

(m - Amount of Tax Relief for Homestead Exclusions)

o. Net Tax Revenue Generated By Mills

\$12,154,977

(n * Est. Pct. Collection)

Act 1 Index (current): 3.2%

Calculation Method:

Number of Decimals For Tax Rate Calculation: 4

Approx. Tax Revenue from RE Taxes:

Amount of Tax Relief for Homestead Exclusions

Total Approx. Tax Revenue:

Approx. Tax Levy for Tax Rate Calculation:

Revenue

\$12,154,980

\$1,144,978

\$13,299,958

\$14,075,808

Clinton Lycoming Total

Index Maximums

p. Maximum Mills Based On Index
(i * (1 + Index))

13.4609 18.3193

q. Mills in Excess of Index
(if (l > p), (l - p))

0.0000 0.0000

r. Maximum Tax Levy Based On Index
(p / 1000 * d)

\$2,733,322 \$11,922,755 \$14,656,077

IV.

s. Millage Rate within Index?
(if l > p Then No)

Yes Yes

t. Tax Levy in Excess of Index
(if (m > r), (m - r))

\$0 \$0 \$0

u. Tax Revenue in Excess of Index
(t * Est. Pct. Collection)

\$0 \$0 \$0

Information Related to Property Tax Relief

Assessed Value Exclusion per Homestead

\$0.00 \$0.00

V. Number of Homestead/Farmstead Properties

Median Assessed Value of Homestead Properties

\$87,900

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Act 1 Index (current): 3.2%

Calculation Method:

Number of Decimals For Tax Rate Calculation:

Approx. Tax Revenue from RE Taxes:

Amount of Tax Relief for Homestead Exclusions

Total Approx. Tax Revenue:

Approx. Tax Levy for Tax Rate Calculation:

Section 672.1 Method Choice: (a)(1)

Revenue

4

\$12,154,980

\$1,144,978

\$13,299,958

\$14,075,808

Clinton

Total

Lycoming

State Property Tax Reduction Allocation used for: Homestead Exclusions

\$0

\$1,144,978

Prior Year State Property Tax Reduction Allocation used for: Homestead Exclusions

05

05

Amount of Tax Relief from State/Local Sources

\$1,144,978

LEA : 117414003 Jersey Shore Area SD

REAL ESTATE, PER CAPITA (SEC. 679), EIT/PIT (ACT 1), LOCAL ENABLING (ACT 511)

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CODE

6111	<u>Current Real Estate Taxes</u>		<u>Amount of Tax Relief for Homestead Exclusions</u>	<u>Tax Levy Minus Homestead Exclusions</u>	<u>Percent Collected</u>	<u>Net Tax Revenue Generated By Mills</u>
County Name	<u>Taxable Assessed Value</u>	<u>Real Estate Mills</u>	<u>Tax Levy Generated by Mills</u>			
Clinton	203,056,400	12.9260	2,624,707		94.000000%	
Lycoming	650,830,250	17.5946	11,451,098		94.000000%	
Totals:	853,886,650		14,075,805	1,144,978	94.000000%	12,154,977
			12,930,827	X		=
						12,154,977
6120	<u>Current Per Capita Taxes, Section 679</u>					
6140	<u>Current Act 511 Taxes – Flat Rate Assessments</u>					
6141	<u>Current Act 511 Per Capita Taxes</u>					
6142	<u>Current Act 511 Occupation Taxes – Flat Rate</u>					
6143	<u>Current Act 511 Local Services Taxes</u>					
6144	<u>Current Act 511 Trailer Taxes</u>					
6145	<u>Current Act 511 Business Privilege Taxes – Flat Rate</u>					
6146	<u>Current Act 511 Mechanical Device Taxes – Flat Rate</u>					
6149	<u>Current Act 511 Taxes, Other Flat Rate Assessments</u>					
	<u>Total Current Act 511 Taxes – Flat Rate Assessments</u>					
6150	<u>Current Act 511 Taxes – Proportional Assessments</u>					
6151	<u>Current Act 511 Earned Income Taxes</u>					
6152	<u>Current Act 511 Occupation Taxes</u>					
6153	<u>Current Act 511 Real Estate Transfer Taxes</u>					
6154	<u>Current Act 511 Amusement Taxes</u>					
6155	<u>Current Act 511 Business Privilege Taxes</u>					
6156	<u>Current Act 511 Mechanical Device Taxes – Percentage</u>					
6157	<u>Current Act 511 Mercantile Taxes</u>					
6159	<u>Current Act 511 Taxes, Other Proportional Assessments</u>					
	<u>Total Current Act 511 Taxes – Proportional Assessments</u>					
	<u>Total Act 511, Current Taxes</u>					
			994,012,824	X	12	11,928,154
			Market Value		Mills	(511 Limit)

Tax Function	Description	Tax Rate Charged in:		Percent Change in Rate	Less than or equal to Index	Index	Additional Tax Rate Charged in:		Percent Change in Rate	Less than or equal to Index
		2018-19 (Rebalanced)	2019-20				2018-19 (Rebalanced)	2019-20		
6111	Current Real Estate Taxes									
	Clinton	13.0436	12.9260	-0.89%	Yes	3.2%				
	Lycorning	17.7513	17.5946	-0.87%	Yes	3.2%				
	Current Act 511 Taxes – Proportional Assessments									
6151	Current Act 511 Earned Income Taxes	1.100%	1.100%	0.00%	Yes	3.2%				
6153	Current Act 511 Real Estate Transfer Taxes	0.500%	0.500%	0.00%	Yes	3.2%				

Estimated Expenditures and Other Financing Uses: Budget Summary	
<u>Description</u>	<u>Amount</u>
1000 Instruction	
1100 Regular Programs - Elementary / Secondary	18,677,677
1200 Special Programs - Elementary / Secondary	5,735,557
1300 Vocational Education	978,645
1400 Other Instructional Programs - Elementary / Secondary	158,891
1800 Pre-Kindergarten	340,000
Total Instruction	\$25,890,770
2000 Support Services	
2100 Support Services - Students	1,478,222
2200 Support Services - Instructional Staff	1,413,490
2300 Support Services - Administration	2,576,875
2400 Support Services - Pupil Health	414,546
2500 Support Services - Business	895,138
2600 Operation and Maintenance of Plant Services	3,484,635
2700 Student Transportation Services	1,774,087
2800 Support Services - Central	10,944
Total Support Services	\$12,047,937
3000 Operation of Non-Instructional Services	
3200 Student Activities	871,216
Total Operation of Non-Instructional Services	\$871,216
5000 Other Expenditures and Financing Uses	
5100 Debt Service / Other Expenditures and Financing Uses	3,242,435
5900 Budgetary Reserve	997,725
Total Other Expenditures and Financing Uses	\$4,240,160
Total Estimated Expenditures and Other Financing Uses	\$43,050,083

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<u>Description</u>	<u>Amount</u>
1000 Instruction	
1100 Regular Programs - Elementary / Secondary	
100 Personnel Services - Salaries	9,329,305
200 Personnel Services - Employee Benefits	6,757,056
300 Purchased Professional and Technical Services	681,210
400 Purchased Property Services	67,000
500 Other Purchased Services	1,169,558
600 Supplies	324,089
700 Property	346,335
800 Other Objects	3,124
Total Regular Programs - Elementary / Secondary	\$18,677,677
1200 Special Programs - Elementary / Secondary	
100 Personnel Services - Salaries	2,124,741
200 Personnel Services - Employee Benefits	1,740,504
300 Purchased Professional and Technical Services	715,600
400 Purchased Property Services	500
500 Other Purchased Services	1,134,250
600 Supplies	18,012
800 Other Objects	1,950
Total Special Programs - Elementary / Secondary	\$5,735,557
1300 Vocational Education	
100 Personnel Services - Salaries	479,209
200 Personnel Services - Employee Benefits	353,223
300 Purchased Professional and Technical Services	20,000
400 Purchased Property Services	5,600
500 Other Purchased Services	9,700
600 Supplies	105,913
700 Property	2,100
800 Other Objects	2,900
Total Vocational Education	\$978,645
1400 Other Instructional Programs - Elementary / Secondary	
100 Personnel Services - Salaries	21,000
200 Personnel Services - Employee Benefits	8,891
300 Purchased Professional and Technical Services	63,000
500 Other Purchased Services	63,500
600 Supplies	2,500
Total Other Instructional Programs - Elementary / Secondary	\$158,891
1800 Pre-Kindergarten	
800 Other Objects	340,000
Total Pre-Kindergarten	\$340,000
Total Instruction	\$25,890,770
2000 Support Services	
2100 Support Services - Students	
100 Personnel Services - Salaries	785,262

Description		Amount
200 Personnel Services - Employee Benefits		566,305
300 Purchased Professional and Technical Services		103,600
400 Purchased Property Services		3,000
500 Other Purchased Services		4,200
600 Supplies		14,755
800 Other Objects		1,100
Total Support Services - Students		\$1,478,222
2200 Support Services - Instructional Staff		
100 Personnel Services - Salaries		602,636
200 Personnel Services - Employee Benefits		589,843
300 Purchased Professional and Technical Services		119,748
400 Purchased Property Services		15,100
500 Other Purchased Services		29,950
600 Supplies		46,738
700 Property		7,500
800 Other Objects		1,975
Total Support Services - Instructional Staff		\$1,413,490
2300 Support Services - Administration		
100 Personnel Services - Salaries		1,257,956
200 Personnel Services - Employee Benefits		931,942
300 Purchased Professional and Technical Services		293,214
400 Purchased Property Services		1,020
500 Other Purchased Services		62,188
600 Supplies		6,650
800 Other Objects		23,905
Total Support Services - Administration		\$2,576,875
2400 Support Services - Pupil Health		
100 Personnel Services - Salaries		202,672
200 Personnel Services - Employee Benefits		205,081
300 Purchased Professional and Technical Services		2,500
400 Purchased Property Services		600
500 Other Purchased Services		450
600 Supplies		2,978
800 Other Objects		265
Total Support Services - Pupil Health		\$414,546
2500 Support Services - Business		
100 Personnel Services - Salaries		417,553
200 Personnel Services - Employee Benefits		342,605
300 Purchased Professional and Technical Services		27,000
400 Purchased Property Services		63,100
500 Other Purchased Services		27,250
600 Supplies		12,900
800 Other Objects		4,730
Total Support Services - Business		\$895,138
2600 Operation and Maintenance of Plant Services		

<u>Description</u>	<u>Amount</u>
100 Personnel Services - Salaries	1,106,101
200 Personnel Services - Employee Benefits	900,276
300 Purchased Professional and Technical Services	84,000
400 Purchased Property Services	747,368
500 Other Purchased Services	216,150
600 Supplies	404,185
700 Property	24,005
800 Other Objects	2,550
Total Operation and Maintenance of Plant Services	\$3,484,635
2700 Student Transportation Services	
300 Purchased Professional and Technical Services	8,000
400 Purchased Property Services	150
500 Other Purchased Services	1,761,537
600 Supplies	4,400
Total Student Transportation Services	\$1,774,087
2800 Support Services - Central	
100 Personnel Services - Salaries	5,865
200 Personnel Services - Employee Benefits	1,579
300 Purchased Professional and Technical Services	1,500
500 Other Purchased Services	2,000
Total Support Services - Central	\$10,944
Total Support Services	\$12,047,937
3000 Operation of Non-Instructional Services	
3200 Student Activities	
100 Personnel Services - Salaries	421,558
200 Personnel Services - Employee Benefits	200,629
300 Purchased Professional and Technical Services	44,645
400 Purchased Property Services	11,645
500 Other Purchased Services	96,510
600 Supplies	72,090
700 Property	6,904
800 Other Objects	17,235
Total Student Activities	\$871,216
Total Operation of Non-Instructional Services	\$871,216
5000 Other Expenditures and Financing Uses	
5100 Debt Service / Other Expenditures and Financing Uses	
800 Other Objects	586,435
900 Other Uses of Funds	2,656,000
Total Debt Service / Other Expenditures and Financing Uses	\$3,242,435
5900 Budgetary Reserve	
800 Other Objects	997,725

Description	Amount
Total Budgetary Reserve	\$997,725
Total Other Expenditures and Financing Uses	\$4,240,160
TOTAL EXPENDITURES	\$43,050,083

<u>Cash and Short-Term Investments</u>		
	<u>06/30/2019 Estimate</u>	<u>06/30/2020 Projection</u>
General Fund	7,937,277	7,033,084
Public Purpose (Expendable) Trust Fund	163,108	153,108
Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
Capital Reserve Fund - \$ 690, \$1850		
Capital Reserve Fund - \$ 1431	700,000	400,000
Other Capital Projects Fund		
Debt Service Fund		
Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
Other Enterprise Funds		
Internal Service Fund		
Private Purpose Trust Fund		
Investment Trust Fund		
Pension Trust Fund		
Activity Fund	165,000	165,000
Other Agency Fund		
Permanent Fund		
Total Cash and Short-Term Investments		
	\$8,965,385	\$7,751,192
<u>Long-Term Investments</u>		
	<u>06/30/2019 Estimate</u>	<u>06/30/2020 Projection</u>
General Fund		
Public Purpose (Expendable) Trust Fund		
Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
Capital Reserve Fund - \$ 690, \$1850		
Capital Reserve Fund - \$ 1431		
Other Capital Projects Fund		
Debt Service Fund		
Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
Other Enterprise Funds		
Internal Service Fund		
Private Purpose Trust Fund		
Investment Trust Fund		
Pension Trust Fund		
Activity Fund		
Other Agency Fund		

06/30/2019 Estimate 06/30/2020 Projection

Long-Term Investments

Permanent Fund

Total Long-Term Investments	
TOTAL CASH AND INVESTMENTS	\$8,965,385
	\$7,751,192

Long-Term Indebtedness

General Fund

0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable	29,584,000	26,928,000
0530 Lease-Purchase Obligations		
0540 Accumulated Compensated Absences	750,000	750,000
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)	12,750,000	12,750,000
0599 Other Noncurrent Liabilities		
Total General Fund	\$43,084,000	\$40,428,000

Public Purpose (Expendable) Trust Fund

0510 Bonds Payable	
0520 Extended-Term Financing Agreements Payable	
0530 Lease-Purchase Obligations	
0540 Accumulated Compensated Absences	
0550 Authority Lease Obligations	
0560 Other Post-Employment Benefits (OPEB)	
0599 Other Noncurrent Liabilities	

Total Public Purpose (Expendable) Trust Fund

Other Comptroller-Approved Special Revenue Funds

0510 Bonds Payable	
0520 Extended-Term Financing Agreements Payable	
0530 Lease-Purchase Obligations	
0540 Accumulated Compensated Absences	
0550 Authority Lease Obligations	
0560 Other Post-Employment Benefits (OPEB)	
0599 Other Noncurrent Liabilities	

Total Other Comptroller-Approved Special Revenue Funds

Athletic / School-Sponsored Extra Curricular Activities Fund

0510 Bonds Payable	
0520 Extended-Term Financing Agreements Payable	
0530 Lease-Purchase Obligations	
0540 Accumulated Compensated Absences	
0550 Authority Lease Obligations	
0560 Other Post-Employment Benefits (OPEB)	
0599 Other Noncurrent Liabilities	

Total Athletic / School-Sponsored Extra Curricular Activities Fund

Capital Reserve Fund - \$ 690, \$1850

0510 Bonds Payable	
0520 Extended-Term Financing Agreements Payable	

Long-Term Indebtedness

0530 Lease-Purchase Obligations
0540 Accumulated Compensated Absences
0550 Authority Lease Obligations
0560 Other Post-Employment Benefits (OPEB)
0599 Other Noncurrent Liabilities

06/30/2019 Estimate

06/30/2020 Projection

Total Capital Reserve Fund - \$ 690, \$1850

Capital Reserve Fund - \$ 1431

0510 Bonds Payable
0520 Extended-Term Financing Agreements Payable
0530 Lease-Purchase Obligations
0540 Accumulated Compensated Absences
0550 Authority Lease Obligations
0560 Other Post-Employment Benefits (OPEB)
0599 Other Noncurrent Liabilities

Total Capital Reserve Fund - \$ 1431

Other Capital Projects Fund

0510 Bonds Payable
0520 Extended-Term Financing Agreements Payable
0530 Lease-Purchase Obligations
0540 Accumulated Compensated Absences
0550 Authority Lease Obligations
0560 Other Post-Employment Benefits (OPEB)
0599 Other Noncurrent Liabilities

Total Other Capital Projects Fund

Debt Service Fund

0510 Bonds Payable
0520 Extended-Term Financing Agreements Payable
0530 Lease-Purchase Obligations
0540 Accumulated Compensated Absences
0550 Authority Lease Obligations
0560 Other Post-Employment Benefits (OPEB)
0599 Other Noncurrent Liabilities

Total Debt Service Fund

Food Service / Cafeteria Operations Fund

0510 Bonds Payable
0520 Extended-Term Financing Agreements Payable
0530 Lease-Purchase Obligations
0540 Accumulated Compensated Absences
0550 Authority Lease Obligations

Long-Term Indebtedness

0560 Other Post-Employment Benefits (OPEB)

0599 Other Noncurrent Liabilities

06/30/2019 Estimate06/30/2020 Projection**Total Food Service / Cafeteria Operations Fund****Child Care Operations Fund**

0510 Bonds Payable

0520 Extended-Term Financing Agreements Payable

0530 Lease-Purchase Obligations

0540 Accumulated Compensated Absences

0550 Authority Lease Obligations

0560 Other Post-Employment Benefits (OPEB)

0599 Other Noncurrent Liabilities

Total Child Care Operations Fund**Other Enterprise Funds**

0510 Bonds Payable

0520 Extended-Term Financing Agreements Payable

0530 Lease-Purchase Obligations

0540 Accumulated Compensated Absences

0550 Authority Lease Obligations

0560 Other Post-Employment Benefits (OPEB)

0599 Other Noncurrent Liabilities

Total Other Enterprise Funds**Internal Service Fund**

0510 Bonds Payable

0520 Extended-Term Financing Agreements Payable

0530 Lease-Purchase Obligations

0540 Accumulated Compensated Absences

0550 Authority Lease Obligations

0560 Other Post-Employment Benefits (OPEB)

0599 Other Noncurrent Liabilities

Total Internal Service Fund**Private Purpose Trust Fund**

0510 Bonds Payable

0520 Extended-Term Financing Agreements Payable

0530 Lease-Purchase Obligations

0540 Accumulated Compensated Absences

0550 Authority Lease Obligations

0560 Other Post-Employment Benefits (OPEB)

0599 Other Noncurrent Liabilities

Total Private Purpose Trust Fund

Long-Term Indebtedness

06/30/2019 Estimate

06/30/2020 Projection

Investment Trust Fund

0510 Bonds Payable
0520 Extended-Term Financing Agreements Payable
0530 Lease-Purchase Obligations
0540 Accumulated Compensated Absences
0550 Authority Lease Obligations
0560 Other Post-Employment Benefits (OPEB)
0599 Other Noncurrent Liabilities

Total Investment Trust Fund

Pension Trust Fund

0510 Bonds Payable
0520 Extended-Term Financing Agreements Payable
0530 Lease-Purchase Obligations
0540 Accumulated Compensated Absences
0550 Authority Lease Obligations
0560 Other Post-Employment Benefits (OPEB)
0599 Other Noncurrent Liabilities

Total Pension Trust Fund

Activity Fund

0510 Bonds Payable
0520 Extended-Term Financing Agreements Payable
0530 Lease-Purchase Obligations
0540 Accumulated Compensated Absences
0550 Authority Lease Obligations
0560 Other Post-Employment Benefits (OPEB)
0599 Other Noncurrent Liabilities

Total Activity Fund

Other Agency Fund

0510 Bonds Payable
0520 Extended-Term Financing Agreements Payable
0530 Lease-Purchase Obligations
0540 Accumulated Compensated Absences
0550 Authority Lease Obligations
0560 Other Post-Employment Benefits (OPEB)
0599 Other Noncurrent Liabilities

Total Other Agency Fund

Permanent Fund

0510 Bonds Payable
0520 Extended-Term Financing Agreements Payable

Long-Term Indebtedness

06/30/2019 Estimate

06/30/2020 Projection

- 0530 Lease-Purchase Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Permanent Fund

Total Long-Term Indebtedness

\$43,084,000

\$40,428,000

Short-Term Payables

06/30/2019 Estimate

06/30/2020 Projection

General Fund		
Public Purpose (Expendable) Trust Fund		
Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
Capital Reserve Fund - \$ 690, \$1850		
Capital Reserve Fund - \$ 1431		
Other Capital Projects Fund		
Debt Service Fund		
Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
Other Enterprise Funds		
Internal Service Fund		
Private Purpose Trust Fund		
Investment Trust Fund		
Pension Trust Fund		
Activity Fund		
Other Agency Fund		
Permanent Fund		
Total Short-Term Payables		
TOTAL INDEBTEDNESS	\$43,084,000	\$40,428,000

Account Description	Amounts
0810 Nonspendable Fund Balance	163,637
0820 Restricted Fund Balance	
0830 Committed Fund Balance	3,059,934
0840 Assigned Fund Balance	
0850 Unassigned Fund Balance	1,442,166
Total Ending Fund Balance - Committed, Assigned, and Unassigned	\$4,502,100
5900 Budgetary Reserve	997,725
Total Estimated Ending Committed, Assigned, and Unassigned Fund Balance and Budgetary Reserve	\$5,663,462

ADDENDUM

This is an Addendum to the Agreement between the **Jersey Shore Area School District** (hereinafter referred to as "LEA" for Local Education Agency) and **ESS Northeast, LLC** (the "Company") for the services of Substitute Teachers and Staff:

The parties hereby agree to modify the Agreement as follows:

1. Effective May 14, 2019 the following positions and rates are revised in Exhibit A:

Position	Pay Rate	Discounted Bill Rate 2018/2019	Discounted Bill Rate 2019/2020	Discounted Bill Rate 2020/2021	Rule
Substitute Custodian (Hourly)	\$10.00	\$13.24	\$13.34	\$13.39	After 8.5 hours, 30 minute lunch break

2. All other provisions of the Agreement shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

Jersey Shore Area School District

Attest: _____

By _____
Signature

Name and Title

Date _____

ESS Northeast, LLC

Attest: _____

By _____
W. Andrew Hall, Executive V.P.

Date _____

Exhibit 1.a
Central Susquehanna Intermediate Unit
Computer Service Rates 2019-2020 – Financials/Tax only
School entity only (not applicable to IU, AVTS/technical institute or government agency)

CHECK ✓ SERVICES	APPLICATION	BILLING BASIS PER UNIT	ANNUAL RATE	ANNUAL MINIMUM	CLASS	ACCESS VALUE
<input type="checkbox"/>	Bidding	Flat fee, plus per student on file First 2,000 students 2,001 – 4,000 students 4,001 – 7,499 students 7,500 and above	\$50 1.07 .54 0.00 .27	\$1,525	C	4
<input checked="" type="checkbox"/>	Fund Accounting (includes GL, AP, AR, POs and Budget Prep)	Flat fee, plus per student on file First 1,500 students 1,501 – 4,000 students 4,001 – 7,499 students 7,500 and above	\$50 4.03 2.02 0.00 .97	\$1,925	A	12
<input checked="" type="checkbox"/>	Inventory, Assets	Flat fee, plus per student on file First 2,000 students 2,001 – 4,000 students 4,001 – 7,499 students 7,500 and above	\$50 1.05 .53 0.00 .26	\$1,525	C	4
<input type="checkbox"/>	Inventory, Consumables	Flat fee, plus per student on file First 2,000 students 2,001 – 4,000 students 4,001 – 7,499 students 7,500 and above	\$50 1.05 .53 0.00 .26	\$1525	C	4
<input checked="" type="checkbox"/>	Payroll*	Flat fee, plus per student on file First 2,000 students 2,001 – 4,000 students 4,001 – 7,499 students 7,500 and above	\$425 4.65 2.25 0.00 1.08	\$1,925	A	8
<input checked="" type="checkbox"/>	Personnel*	Flat fee, plus per student on file First 2,500 students 2,501 – 4,000 students 4,001 – 7,499 students 7,500 and above	\$425 2.00 1.00 0.00 .50	\$1,700	B	8

* Staff Portal included with Payroll/Personnel modules

CHECK ✓ SERVICES	APPLICATION	BILLING BASIS PER UNIT	ANNUAL RATE	ANNUAL MINIMUM	CLASS	ACCESS VALUE
<input type="checkbox"/>	Family Census	Flat fee, plus per student on file First 8,000 residents 8,001 – 10,000 residents	\$50 .49 .24	\$1,625	C	4
<input type="checkbox"/>	Interim Tax Billing	Included in Tax Billing, call for pricing if you do not use Tax Billing	N/A	N/A	C	0
<input type="checkbox"/> <input type="checkbox"/>	Tax Billing – standard Tax Billing – mailers	Flat fee, plus per student on file Per bill Per bill	\$25 .33 .40**	\$1,600	C	4
<input type="checkbox"/>	Tax Collection	Flat fee, plus per student on file First 50,000 taxables Above 50,000 taxables	\$25 .20 .10	\$1,400	C	4

** Plus flat forms handling charge of \$200 and "then-current" standard postage rate per mailer

- Payroll check history and Fund Accounting detailed transaction data will be maintained for seven calendar or fiscal years, respectively. CSIU reserves the right to purge any Payroll history or to summarize Fund Accounting transactions more than seven years old at any time.
- All training at the CSIU (including webinars), within reason, is available at no charge. After initial application training (one visit at no charge, not to exceed 8 hrs.), all on-site training, on-site support, and travel time is billable at the CSIU then-current hourly rate. Phone training is available at no charge, but is distinguished from phone support by being pre-scheduled and of at least one hour in length. **If the minimum would be paid for ANY application within a suite, the initial visit at no charge is forfeited for ALL applications. Free applications do not qualify for a visit at no charge.**
- Training for web-enabled modules or teachers (e.g. Employee or Vendor Portals, teachers entering requisitions) is conducted for trainers who will be training those back at the client site. This training falls into the same guidelines as above, however if individual users attend the training, they will be charged the standard rate.
- Class determines the amount of annual, non-billable, phone support time for an application: class A includes 12 hours of phone support; B includes 8 hours; and C includes 4 hours. Billing for phone support in excess of these included hours will be at the then-current hourly rate.
- One hour of miscellaneous phone support time (not related to a specific application, such as technical or security issues) will be allowed per application that is implemented by January 1 of the fiscal year.
- Access Values determine the number of concurrent users (logged into the system simultaneously) allowed per client. Add the Access Values for the applications purchased to determine the number of concurrent users allowed (For example, clients who purchase Fund Accounting (12) and Payroll (8) may have a total of 20 users accessing the applications simultaneously). Additional access is available on a quotation basis.
- Charges are calculated based upon the most recent audited PIMS enrollment totals, posted on the PDE website. Excess support, data conversions, and onsite training are billed monthly at \$97/hour. Consulting, SIF Services and staff augmentation are billable at \$120/hour. Custom programming, if approved, is billed at \$134/hr. Travel time is billable at the same rate as the service rendered. Note: minimums will only be prorated on a half-year basis. i.e. installations from July to December are full price...installations from January to June half price.
- If six applications are purchased, one additional C class application is free, provided all six billed applications are fully implemented by January 1st. Note: The free C class application must be of lower cost than those purchased. One exception is that if you print tax bills and duplicates locally (rather

than CSIU printing them) you may choose Tax Billing as the free application. This must be indicated by writing FREE, near the Tax Billing check box on this Exhibit each year.

- For **NEW CLIENT IMPLEMENTATIONS**: There is a onetime flat setup fee of \$350/per non-tax application (e.g. excludes Tax Billing and Tax Collection)
- Data transfers for tax applications are billable at \$425 for each occurrence (e.g. tax collection data from outside vendors, and the transfer of tax billing data from CSIU servers to an external server). Please call for additional tax bill related options and pricing.
- The CSIU is responsible for regularly backing up files, moving the back-up media to an off-site facility, and, if necessary, restoring files to the best of its ability.
- Services do not include any form of paper, labels, checks, envelopes, special forms or printing services, with the exception of 1099's (forms, envelopes and/or printing).
- Contact CSIU for pricing information regarding our web-enabled data entry features (e.g. Employee or Vendor Portal), SIF Agents/Zone Integration Server software or standard integration modules for other vendor software (e.g. eProcurement)
- If your district enrollment exceeds the upper limits in the Billing Basis per Unit column, or if you plan on implementing CSIU applications mid-year (fees & associated support hours are prorated) please contact CSIU for pricing confirmation.

DATE: _____ SIGNATURE: _____ SCHOOL: _____

PLEASE PRINT NAME: _____ TITLE: _____

Exhibit 2

CSIU eService

Application Service Provider

Information Security Specifications

Provider Location: CSIU Main Office, 90 Lawton Lane, Milton, PA 17847
Client Representatives: CSIU Computer Services staff

1. General controls in place for security assurance

- a. Hosted systems are located in a secure room.
- b. Access to the secure room is monitored electronically. Personnel entering the room without electronic passes are admitted only by authorized personnel. Additionally, the secure room is located behind closed doors in a passage designated for CSIU personnel only. Finally, all entrances to the building are monitored electronically, by camera, and by front desk personnel, thus presenting four levels of security.
- c. Staff access to the application servers and software is restricted to a separate eService domain than CSIU staff and only administrators have access. Temporary access to client data is granted to staff on an 'as needed' basis for resolving client-initiated calls. This access to client data automatically "times-out" at the end of an established access period, and is unique to each request, hence, an audit trail is established. In addition, these occurrences are documented with regard to need, date, and time.
- d. The computer center is equipped with smoke detectors and an automatic fire suppression system (HFC-125 Extinguishing System). The system is interconnected and monitored by a third party alarm company which reports incidents to the Union County 911 Center as needed. There is also air conditioning with a second back-up unit.
- e. The entire main CSIU office is supported by a diesel generator that comes on-line, within seconds, in the event of a power outage. This generator is capable of providing for the full electrical capacity for the facility, and is able to run for multiple days at a time as long as there is diesel fuel available.
- f. Each server is connected to an Uninterruptible Power Supply (UPS) to carry through the gap from loss of power until the generator comes online.
- g. PAIUNet and PenTeleData networks together provide redundancy in the event of an internet interruption.
- h. All network traffic passes through our ISP network protection, and then through a Cisco ASA 5510 and Juniper SRX 1500 Service Gateway with an access-list limiting by-port access to all public network devices, in particular, cService servers.

2. Security Safeguards based on auditor recommendations

a. Security Protocols for Windows Servers:

- User accounts are locked after three incorrect login attempts and must be unlocked manually by an authorized staff member.
- User passwords must be changed every 30 days.
- The minimum length of any password is eight characters, and must include three of the four categories: uppercase letters (A-Z), lowercase letters (a-z), numeric (0-9), or special characters (for example, !\$,%,).
- The system logs the previous ten passwords for each user, requiring that none of the previous ten passwords are allowed to be repeated.
- Accounts that are inactive for more than 3 months are disabled and only re-enabled upon client request.
- Clients logged into a session that remains inactive (no keyboard or mouse activity) for more than 60 minutes will be logged off.

b. Web Based Student Information System (SIS)

- Clients logged into a session that remains inactive (no page updates) for more than 60 minutes will be logged off automatically.
- User accounts are locked after three incorrect login attempts and must be unlocked manually by an authorized staff member.
- Agency system administrator can set frequency of expiration; every 7 days, 30 days, 60 days or 90 days, or choose not to enforce expiration.
- The minimum length of any password is eight characters, and must include one number (0-9) or a special character (for example, !\$,%,).

c. Web Based Financial Information System (FIS)

- Clients logged into a session that remains inactive (no page updates) for more than 30 minutes will be logged off automatically.
- User passwords must be changed every 30 days.
- User accounts are locked after three incorrect login attempts until unlocked or 10 minutes passes.
- The minimum length of any password is eight characters, and must include three of the four categories: uppercase letters (A-Z), lowercase letters (a-z), numeric (0-9), or special characters allowed are (&!@#\$\$%^+=).
- The system logs the previous ten passwords for each user, requiring that none of the previous ten passwords is repeated.

d. Single-Sign-On (SSO) - available for FIS clients

- Authentication can be shifted from the FIS to an external provider of the agency's choice. *Microsoft Active Directory Federation Services* is one plug-in available to FIS clients which can allow logins and passwords to be authenticated remotely.
- Using this service requires the agency to assume additional responsibilities and oversight. It is *absolutely critical* that agencies are aware of their responsibility for controlling access to the FIS logins and password complexity/change requirements, which are no longer within CSIU's purview for strict authentication control.
- All SSO FIS solutions require a secure internet connection using client/server certificates to connect to the client's authentication service.
- It is important to note that failure to authenticate due to issues that are external to the CSIU (e.g., problems with connectivity to or failure of the external authentication service) can mean users will not be able to log in to their respective FIS website at CSIU. CSIU will be glad to assist in troubleshooting to confirm the source of any disruption, failure, and/or disconnect.
- Any audit inquiries or questions regarding SSO rules administered by an agency not using the FIS out-of-the-box security (as described in 2c above) will be redirected to the agency's administration.

3. CSIU eService applications and hardware

- a. All eService websites require client web browsers to connect at a minimum using a 256-bit encryption certificate (SSL) in all connections.
- b. VMware vSphere server virtualization technology is used to manage all servers and provide continuous fault tolerance, load balancing, and resource control. In addition, a storage area network (SAN) with fiber connections and RAID-6 drives are used to protect client data and limit service downtime.
- c. Based on a Windows 2012 R2 Terminal Server using Microsoft Active Directory security protocols, and deploys current security patches and service packs.
- d. Employs TCP/IP connections, utilizing the basic encryption levels of those protocols. Clients may configure their Remote Desktop Connection encryption level to higher than basic.
- e. Microsoft System Center 2012 R2 is installed and used to monitor and mitigate viruses, malware, etc.
- f. The CSIU system administrators provide and control overall client access to the CSIU servers. The client's system administrator controls individual user access to the applications via the respective application Security module.
- g. Data is located on servers housing other client data. Client data is secured via Microsoft's NTFS and/or Microsoft SQL Server permissions; thus, prohibiting one client access to another client's data.
- h. Macromedia Cold Fusion and/or Microsoft SQL Server 2014 are used by some CSIU websites. Appropriate updates and security are applied to these applications.

- i. CSIU pushes for continuous quality improvement by monitoring for and anticipating problems before services are disrupted, whenever possible.
 - A product called HostMonitor is used to automatically check over 350 established metrics 24/7 and when defined thresholds are met will send email and text alerts to CSIU technical support staff for resolution; new metrics are added all the time to be proactive.
 - If there is a service disruption, CSIU keeps clients informed and 'in-the-loop' by using a cloud public website (<https://csi.statuspage.io>) to post eService service status information. Clients are encouraged to subscribe to emails and text messages posted by CSIU on this site to know about service issues or when upgrades are scheduled.

4. Data Security and Preservation

- a. All data is encrypted and backed up to removable media each day, and copies are stored in a locked and monitored offsite facility **0.15 miles from the Montandon, PA main office.**
- b. **Hourly**, servers and data are actively backed-up with Dell/Quest Rapid Recovery to an off-site encrypted repository **21 miles away** where service resumption can be started in case of a catastrophic failure at CSIU's main data center in Montandon, PA. A full 24-hours of back-up is retained for additional protection. This data is also replicated to a secondary location which is **45 miles away from Montandon.**
- c. CSIU staff may only make data modifications with the client's approval. In addition, staff access to client information is granted on an individual basis via temporary accounts (see item 1c above). Test prints of sensitive data are shredded.
- d. Several CSIU policies specifically address Data Privacy, which dictates that only authorized CSIU staff can have access to a given client's data. Further, a work request must be completed and signed by a client appointed representative before CSIU staff can make any data modifications. Copies of these signed and faxed work request documents are retained by CSIU for auditing purposes.
- e. In addition to CSIU policy, staff are required to read and sign a job description which includes the following language: *"The person employed in this position shall maintain confidentiality with regard to the personal and private information about clients and coworkers, programs and services and any other proprietary information accrued as a result of CSIU employment or as required by state or federal laws and regulations."*
- f. In response to client requests to investigate possible software malfunctions and data corruption, employees and agents of the CSIU may need to review client data. The CSIU acknowledges this data is confidential and is bound to maintaining the confidentiality of the data to the extent that it can be maintained given the nature of the client's request for support.
- g. The CSIU will not disclose or re-disclose the personally identifiable information from student and confidential records that it receives to any other party without the prior consent of the staff, parent, or eligible student, and the CSIU will use the personally identifiable information that it receives only for the purpose for which the disclosure to the CSIU was made.
- h. CSIU engages an external certified security company to test their external and internal networks for vulnerabilities and penetration points of exposure which are then reviewed and promptly corrected to ensure improved security protections.

- i. CSIU is a member of the Multi-State Information Sharing and Analysis Center® (MS-ISAC®), which is funded and sponsored by the US Department of Homeland Security to proactively consider and implement cybersecurity precautions on a timely basis in the public and government sectors.

5. Hardware used by the client

- Client hardware considerations are largely beyond CSIU control.
- For Remote Desktop Connections, CSIU is using industry standard protocols (Microsoft) for basic encryption and session control.
- Clients can access CSIU applications with a variety of operating systems and hardware through a standardized session – this is referred to as ‘thin client.’
- Higher levels of encryption for Remote Desktop are supported and are configurable on the client application at each client site.
- Client web browsers must be able to support a SSL 256-bit encryption certificate to access CSIU web applications.
- Specific minimum eService client hardware specifications are kept current and available in the Online Support Center (OSC) under General Documents for client review.

A copy of the full CSIU Computer Services Disaster Recovery Plan is available for review at our central office. Please contact our technical support staff if you have additional questions.

JERSEY SHORE AREA SCHOOL DISTRICT
JERSEY SHORE, PENNSYLVANIA 17740

May 13, 2019

TO: All District Employees

FR: Benjamin J. Enders, Business Manager

RE: Distribution of Direct Payroll Deposit

During their May 23, 2016 meeting, the Board approved the following procedures pertaining to the release and distribution of direct payroll deposit.

Please feel free to contact me if you feel you need clarification on any of the points listed.

- a) The Business Office is authorized to release direct payroll deposit to employees on the following pay dates during 2019-2020 unless directed otherwise, in writing, by the Superintendent.

July 5 and 19, 2019	January 3, 17 and 31, 2020
August 2, 16 and 30*, 2019	February 14 and 28, 2020
September 13 and 27, 2019	March 13 and 27, 2020
October 11 and 25, 2019	April 10 and 24, 2020
November 8 and 22, 2019	May 8 and 22, 2020
December 6 and 20, 2019	June 5 and 19, 2020

- b) The Business Office is authorized to release paychecks to the U.S. Postal Service on the date immediately preceding the pay date for the purpose of delivery of the paycheck, via the mail, for bank prenotes necessary for new accounts.

- c) Direct payroll deposit information will be transmitted to the school district depository with sufficient advance notice to assure that the employees net pay will be credited to their account on the pay dates listed in section a) above.

*First pay of 2019-2020 school year.

PLEASE POST

Resolution Supporting Statewide Cyber Charter School Funding Reform

By the Board of Directors of the Jersey Shore Area School District

WHEREAS, the Commonwealth is the sole authorizer of cyber charter schools, yet almost all of the costs for cyber charter schools are borne by school districts and local taxpayers; and the current funding formula for cyber charter schools is based on school district expenditures with no relationship to the actual instructional costs of the students attending the charter school; and

WHEREAS, the current cyber charter school funding formula for special education differs from the formula used to calculate school district special education subsidies and is not based on the actual costs of the cyber charter school to meet the needs of their students with disabilities; and the current flawed calculation requires school districts to pay charter schools regardless of the costs of services provided, resulting in the overpayment of district funds to charter schools for special education students; and

WHEREAS, in 2016-17, school districts spent more than \$463 million in mandatory cyber charter school tuition payments; and

WHEREAS, the average total cyber charter school tuition payment made by a district was \$926,000 with the average tuition rate for a non-special education student \$11,309; and

WHEREAS, the average tuition rate for special education students attending cyber charter schools was \$24,200 with a maximum rate of \$48,198 per student; and more than 390 school districts in Pennsylvania were forced to pay more than \$20,000 per student for special education students attending cyber charter schools; and

WHEREAS, the Jersey Shore Area School District's cyber charter school expenditures for the past five years reflect extraordinary costs that were borne by its taxpayers as follows:

Fiscal Year	Regular Ed Tuition Paid by the District to Cyber Schools	Special Ed Tuition Paid by the District to Cyber Schools	Total Tuition Paid by the District to Cyber Schools
2014-15	\$ 351,182.45	\$ 164,158.45	\$ 515,340.90
2015-16	\$ 399,906.44	\$ 127,742.75	\$ 527,649.19
2016-17	\$ 449,367.57	\$ 280,509.39	\$ 729,876.96
2017-18	\$ 593,122.74	\$ 368,772.50	\$ 961,895.24
2018-19 (Projected)	\$ 780,637.54	\$ 416,777.12	\$ 1,197,414.66

NOW THEREFORE, BE IT RESOLVED that the Jersey Shore Area School Board urges its elected officials to support legislation that corrects the tuition for regular and special education to cyber charter schools so that it is based on the actual costs of educating their students and relieves the financial burden on school districts and taxpayers.

BE IT FURTHER RESOLVED that a copy of this resolution be submitted to the elected senators and representatives of the Jersey Shore Area School District in the General Assembly, and to the Governor of Pennsylvania.

Adopted this _____ day of _____, 2019.

Signed,

School Board President

Board Secretary



Book	Board Policy Manual
Section	200 Pupils
Title	Graduation
Code	217
Status	
Legal	<div>1. 22 PA Code 4.24</div> <div>2. 22 PA Code 4.51</div> <div>3. 22 PA Code 4.52</div> <div>4. 24 P.S. 1611</div> <div>5. 24 P.S. 1613</div> <div>6. Pol. 102 - Academic Standards</div> <div>7. Pol. 127 - Assessments</div> <div>9. Pol. 233 - Suspension and Expulsion</div> <div>10. 24 P.S. 1614</div> <div>11. 22 PA Code 4.12</div> <div>12. 22 PA Code 11.27</div> <div>13. 34 CFR 300.102</div> <div>14. 34 CFR 300.305</div> <div>15. Pol. 113 - Special Education</div> <div>16. 22 PA Code 11.5</div> <div>17. 22 PA Code 11.8</div> <div>18. 22 PA Code 11.4</div> <div>19. Pol. 212 - Reporting Student Progress</div> <div>20. Pol. 216 - Student Records</div> <div>21. Pol. 204 - Attendance</div> <div>22. Pol. 115 - Career and Technical Education</div> <div>23. Pol. 802 - School Organization</div> <div>34 CFR Part 300</div>
Adopted	February 8, 2010
Last Revised	November 23, 2015

Purpose

The Board shall establish graduation requirements and acknowledge each student's successful completion of the instructional program by awarding diplomas and certificates at graduation ceremonies.

Authority

The Board shall adopt the graduation requirements students must achieve, which shall include course completion and grades, completion of a Future Ready PA Program and satisfactory results of district and/or state assessments aligned with academic standards, in accordance with state regulations.^{[1][2][3]}

The Board requires graduation requirements to be published and distributed to students and parents/guardians, and made available in each school building or on the district's website. All changes to graduation requirements shall be published and distributed to students and parents/guardians, and made available in each school building or on the district's website immediately following approval by the Board.^[1]

A list of all candidates for the award of a diploma shall be submitted to the Board for approval.^[5]

Diplomas

The Board shall award a high school diploma to every student enrolled in this district who meets the requirements for graduation established by this Board.^{[4][5][1][6][7]}

A student who has completed the requirements for graduation shall not be denied a diploma as a disciplinary measure, but the student may be denied participation in the graduation ceremony when personal conduct so warrants. Such exclusion shall be regarded as a school suspension.^[9]

Diplomas for Students With Disabilities -

The Board shall permit a student with a disability, whose Individualized Education Program (IEP) prescribes continued educational services, to participate in commencement ceremonies with his/her graduating class and receive a certificate of attendance, provided that the student has attended four (4) years of high school. The Board shall issue a high school diploma to each student with a disability who completes the graduation requirements established by the Board or the goals established in the student's IEP, as determined by the student's IEP team.^{[10][11][1][12][13][14][15]}

Diplomas for Part-Time Students -

A student may qualify for graduation by attending a district school part-time when lawfully employed part-time or when officially enrolled part-time in a postsecondary institution.^{[16][17]}

Diplomas for Full-Time Postsecondary Students -

The fourth year of high school shall not be required for graduation if a student meets all requirements for graduation and attends a postsecondary institution as a full-time student.^{[18][17]}

Diplomas for Eligible Veterans -

In order to honor and recognize honorably discharged eligible veterans who left high school prior to graduation to serve in World War II, the Korean War or the Vietnam War, the Board shall grant a diploma to a veteran who meets the applicable requirements of law and completes the required application.^[4]

Upon proper application, the Board may award a diploma posthumously to a veteran who meets the stated requirements.

The Superintendent shall submit to the Board for its approval the names of veterans of World War II, the Korean War, and the Vietnam War who are eligible for a high school diploma.

Delegation of Responsibility

The Superintendent or designee shall be responsible for ensuring the following:

1. Publication and distribution of graduation requirements to students and parents/guardians.[1]
2. Counseling of students regarding expectations of graduation requirements required to be completed, in order for students to be informed.[11][1][2][3][6][7]
3. Periodic warnings shall be issued to students in danger of not fulfilling graduation requirements.
4. Assessment of individual student attainment of academic standards to ensure the student's progress toward achievement of graduation requirements.[11][1][2][3][6][7]
5. Accurate recording, maintenance and reporting of each student's progress and accumulation of graduation requirements, as required by law and state regulations.[19][20]
6. Provision of assistance to those students having difficulty attaining the academic standards.[1]
7. Development of a list of individuals who qualify for the award of a diploma.
8. Planning and executing graduation ceremonies that appropriately recognize this important achievement.

Guidelines

A requirement for graduation shall be the completion of required assessments, work and studies representing the instructional program assigned to grades nine (9) through twelve (12), which shall be aligned to established academic standards.[6][7]

The requirements for graduation shall be as follows:

1. The subjects in which the required credits shall be earned shall depend upon the course of study chosen.
2. Accumulation of twenty-seven (27.0) credits in grades nine (9) through twelve (12).
3. Completing all state assessment requirements, in accordance with state regulations.
4. Each student must participate in and pass certain required subjects.
5. Successful completion of the Future Ready PA Program.

Graduation from the district shall be based on the achievement of four (4) years of learning in grades nine (9), ten (10), eleven (11) and twelve (12), accumulating twenty-seven (27.0) credits in grades nine (9) to twelve (12) as outlined in the administrative regulations for graduation requirements.

A high school diploma shall be conferred to students who demonstrate understanding of the

required subjects.

Class of 2019-2020

1. Development and completion of a project with a community service or career connection.
2. Delivering an oral presentation, which shall include physical evidence that enhances the student's project.

Beginning with the class of **2021** all students will need to meet the statewide graduation requirement outlined in Act 6 and Act 158.

Full Time - Post Secondary Students

Any high school student who has completed the eleventh grade and has accumulated at least twenty (20) credits to meet state requirements for graduation, with the exception of one (1) credit in English, Social Studies, Science and Mathematics, may petition the Board for approval to enter a college or university on an early admissions basis with full-time freshman standing. Upon successful completion of the freshman year's requirements, a minimum of twenty-four (24) credit hours, the student shall be eligible for graduation.

School-to-Work Connection Program

The school-to-work connection program shall be designed for seniors who shall be interested in gaining remuneration and job experience while enrolled in high school. It shall be designed primarily for students who expect to enter the workforce immediately upon graduation. The program shall offer added incentive for students to finish high school work and utilize available time during senior high school for the greatest personal advantage.[23]

The process to be followed for the program shall be:

1. The student shall have met the requirements to be a senior, including the core academic, physical education and satisfactory completion of all state requirements for graduation. The student shall have accumulated twenty-three (23) credits towards graduation and be able to project completion of the required twenty-seven (27.0) credits for graduation.
2. Class schedule and graduation requirements take first priority. The student's schedule shall include all the subjects needed for graduation. School attendance shall be for one half day.[21]
3. The student shall be at least seventeen (17) years of age. Procurement of working papers shall be the student's responsibility.
4. In general, permission to be released for work shall be granted only at regular semester breaks. This would be at the beginning of either the first or second semester of each year; however, in cases where the building principal determines the work release shall be appropriate for the student's needs, permission may be granted at any time during the school year.[21]
5. Applications for permission for work shall be filed and approved by the building principal prior to the beginning of work release.
6. Applications shall be initiated by the student and require the approval of the parent/guardian, employer and the school. Final approval shall rest on the decision of the building principal. Consideration shall be given to the student's educational, attendance, scholastic and disciplinary records and overall citizenship. If at any time the work interferes with these considerations, the work release may be canceled. If the student shall not be

earning passing grades in all subjects or shall be suspended from school, the work release may be canceled.[9]

7. The school assumes no responsibility for transportation, work release safety or job problems. Such shall be the responsibility of the student, employer and parents/guardians.
8. School credit shall not be given for such work experience, since the student shall be carrying adequate credits for graduation.
9. If a student's work shall be terminated, s/he shall return to full-time school attendance.
10. Students on the program shall not be on school property during normal personal working hours.

Cooperative Education and Diversified Occupational Experience

The Cooperative Education and Diversified Occupations programs provides training through the use of business and industry to help bridge the gap between school and employment. Cooperative education shall be a unique plan of education designed to integrate classroom study with planned, supervised, practical work experience connected with a career and technical education program of study. The Diversified Occupations experience is a unique plan of education designed to integrate classroom study with planned, supervised, practical work experience, which the district shall not have a connected career and technical education program of study. Students who meet the requirements of basic trade and technical training, good attendance, a good attitude and work habits shall be recommended to the employer for on-the-job training. The Cooperative Education experience translates to a student grade and credit shall be granted towards graduation.[22]

Last Modified by Pamela M Copenhaver on April 24, 2019



2400 Reach Road
PO Box 3609
Williamsport, PA 17701
570-323-8561 Fax: 570-323-1738

33 Springbrook Drive
Canton, PA 17724
570-673-6001 Fax: 570-673-6007

www.iu17.org

Memorandum of Understanding Between Intermediate Unit 17 and the Jersey Shore Area School District

The purpose of this letter is to summarize the agreement between Intermediate Unit 17 (IU 17) and the Jersey Shore Area School District (District) relating to the provision of short-term grantwriting services.

Services to be rendered:

- IU 17 will provide approximately one day per week of grantwriting services during the months of June, July, and August 2019. Schedule of any on-site days will be determined jointly between IU 17 and District to accommodate both parties' needs.

District Responsibilities:

- The District will make staff and resources available to support the grantwriter. This will include helping the grantwriter to understand District needs, approving the grantwriter to pursue particular grant opportunities, assisting with District-specific budgetary or technical detail, and proofreading District-specific information for accuracy.

Fees and costs:

The District will not be billed for this service. Should the arrangement prove successful, District will have the option to contract for additional grantwriting/management support starting in September 2019. Should such a request be made, the parties will execute an additional agreement that will outline costs associated with the service.

Christina Steinbacher-Reed
Executive Director, IU 17

Jill Wenrich
Superintendent, Jersey Shore Area School District

Date: _____

Date: _____

2018-2019 School Year Candidates for Diploma Award

Graduate Name (First Middle Last)
Caley Jeanne Anderson
Sean T. Anderson
Madilyn Renee Bailey
Cora Alexandra Bailey-Getz
Carlee Rae Bardo
Austin J. Barnes
Jacob C. Barto
Dayna Marie Beitz
Victoria Ann Benussi
Nash D. Berfield
Gaige Michael Bertin
Aaron P. Best
Huntter Carl Black Murray
Tanner Patrick Bletz
Kayliegh Marie Bowes
Blake Matthew Boyer
Hailey Renee Brookens
Alexis Lynn Brown
Katlin Danielle Bubb
Jasmin Kay Burkholder
Chase Austin Butters
Emily Annmarie Carr
Mickael Anthony Clements
Taylor Lavonne Codispoti
Kristen Elizabeth Cowfer
Anthony L. Darby
Madison Ann Delaney
Dakota K. Dieter
Daijah Marie Duke
Nehemiah Cooper Eberhart
Annalise Rose Eiswerth
Ezra John Englert
Howard M. Fausey, Jr.
Erica Lynn Fenstermacher
Zachary R. Fields
Breonna Leigh Fink
Eli Waltz Fishel
Anna Rose Fisher
Madison Marie Gentzyel
Bobby G. George, Jr.
Bryce Jaron Gilbert

2018-2019 School Year Candidates for Diploma Award

Brody Gleckner
Keri Goodreau
Abigayle Rose Greevy
Cameron Joseph Griffin
Braden H. Guinter
Justin Michael Haines
Casandra Louise Hamilton
Nathanael Hamilton
Skye Alexis Hamm
Blake A. Harman
Gabrielle Elaine Harris
Ryan Harris
Katharine Mae Hendricks
Quinn T. Henry
Brianna M. Herman
Hailey Nicole Lorraine Hetrick
Megan Linn Hill
Devin L. Hillyard
Cameron D. Holt
Isabella R. Ickes
Mykenzi Marie Kanski
Hannah Maria Kauffman
Kayla Rae Keen
Brandi Nicole Kehoe
Zachary E. Kiess
Skyelar Rose Kimble
Lydia Marie Kirkendall
Zakery Allen Kline
Sierra Lynn Koons
David Joseph Kramer
Stephen K. Kramer
Zakri D. Lakes
Daniel R. Lehman
Madison Katelynn Lehman
Caleb Nathaniel Ahramrovic Leone
Aubree Marie Elizabeth Leone
Owen Thomas Lesser
Emily Eileen Liddick
Kaylyn Rose Loomis
Allison Ann Lorson
Rebecca Christine Lorson
Haley Quinn Ludwig

2018-2019 School Year Candidates for Diploma Award

Allie J. Maneval
Gage Michael Mann
Lillian Manotti
Joseph Michael Marsh
Grace Carol Ann Matthews
Jessica Lea McClellan
Gwenyth L. McHenry
Hailey Michelle Meixel
Owen James Meixel
Courtney Rae Miele
Destiny Ann Mitchell
Faith N. Morgan
Pierce J. Morgret
Alyssa Dawne Munro
Benjamin A. Murray
Kaylyn Amelia Naugle
Cade V. Neal
Ashley Nicole Nichols
Terence H. O'Connor
Trista Patience Marie O'Dell
Allison Panczyszyn
Daniel Emerson Paulhamus
Leah May Paulhamus
Koby Lee Peacock
Kailey April Peacock
Dallas S. Peter
Cole A. Phillips
Jalen Anthony Pietsch
Brooke Elizabeth Potter
Makayla Ann Potter
Hunter J. Powers
Olivia Elizabeth Ramos
Cassidy A. Rell
Robert W. Reynolds, Jr.
Madison Nicole Rhea
Kymberly Ann Rishel
Madelyn Ann Rooney
Alyssa Renay Sawyer
Emma I. Schoonmaker
Dakota Charles Schweikart
Celesta R. Shemory
Robert John Shirk

2018-2019 School Year Candidates for Diploma Award

Hunter Riley Smith
Madison Laurel Snook
Megan Elizabeth Stamm
Jacob A. Stewart
Daniel M. Stonerook, Jr.
Alyssa Ann Stover
Ethan Earl Sullivan
Hunter Elizabeth Swartz
Amber Marie Sweeney
Bryana Nicole Tebbs
Morgan Kay Thomas
Alexis L. Thompson
Mikayla Rain Elizabeth Tice
David John Tomb, Jr.
Kyle L. Tomb
Alexander Thomas Trunzo
Michael A. Walker
Kyle Daniel Waltz
Breanna Nicole Watkins
James Watkins
Abigail Ann Watson
Dayanaira Mary Watson
Jeremy Eli Wenger
Dawson Adam Wensel
Daytona Elizabeth Wentzel
Coltrane Werts
Noah William Whitesell
Portia Aubryn Williams
Garrett Masen Winner
Garrett Gregory Worth
Mackenzie L. Wynn
Hannah Elizabeth Yorks
Hailey D. Yost
Alexis Raine Young
Gabe A. Young
Kristopher L. Zinck