South Eastern School District COW

Tuesday, August 4, 2026 6:00 PM
Administration Building - Professional Development Room, 377 Main St, Fawn Grove, PA 17321

1. **Presentations**
2. **Curriculum and Instruction**
   - 2.A. Assessment Calendar for 26-27
   - 2.B. Professional Development Calendar for 26-27
   - 2.C. AI Professional Development (August 18) - LIU Statement of Work
3. **Business and Finance**
   - 3.A. LIU 12 Sole Source Provider
   - 3.B. Director of Transportation Authorization
   - 3.C. SchoolAI Proposal
   - 3.D. Western PA School for the Deaf Transportation Agreement
   - 3.E. *Community Progress Council Meal Service
4. **Buildings and Grounds**
   - 4.A. Updates
5. **Policies - none**
6. **Other**
7. **Public Comment**

SOUTH EASTERN SCHOOL DISTRICT
NON-COMPETITIVE METHOD (SOLE SOURCE) JUSTIFICATION FORM
IDEA GRANT

The U.S. Office of Management and Budget ("OMB") Uniform Grants Guidance ("UGG") provides rules that apply when non-federal agencies (such as school districts) use federal funds to make purchases.

Under the UGG, for procurement amounts above OMB's "micro-purchase" threshold (currently $15,000), competitive methods of procurement are required unless (a) one of four "sole source" exceptions applies, and (b) there is no state or school district prohibition to sole source procurement.

This Non-Competitive Method (Sole Source) Justification Form has been developed as a tool for the school district, to help ensure that any sole source procurement by the school district complies with the UGG.

The school district's business manager must approve this completed Form before a sole source purchase may occur that involves federal funds. The Pennsylvania Department of Education has stressed that under the UGG, the suitability of sole source procurement must be evaluated on a case-by-case basis, and the cost of any sole source procurement must be documented to be reasonable.

There are Four Steps identified below to be completed as part of this Form.

STEP 1: CONFIRM THAT PENNSYLVANIA PUBLIC SCHOOL CODE SECTION 807.1 ("Purchase of supplies"), PENNSYLVANIA PUBLIC SCHOOL CODE SECTION 751 ("Work to be done on contracts let on bids") AND INTERMEDIATE UNIT POLICY DO NOT PROHIBIT THIS SOLE SOURCE PROCUREMENT.

☒ **Confirming there is no Pennsylvania or Board Policy prohibition to this sole source procurement.**

STEP 2: IDENTIFY WHY THE SOLE SOURCE METHOD IS JUSTIFIED.
(Please review the four reasons below and mark all that apply.)

☐ **REASON 1. The item is available only from a single source for one or more of the following reasons (check all that apply under Reason 1):**

☐ **Exclusive Rights**
Item or service under patent, copyright, or exclusive territory held by a single vendor.

☐ **Provision of Free Appropriate Public Education (FAPE)**
Service provides the expertise, skills, environment, and or location required to ensure the delivery of FAPE.

☐ **Proximity of Service Site**
Service is provided at only one site that is within a reasonable distance.

☒ **Consortia/Shared Services Approach**
Services are provided through a consortium/shared services approach with the objective of participating in a cooperative effort and/or a pooling of resources to provide/secure services that

meet the need and where the actual cost of services are shared/allocated across members/participants. *(CFR §200.318 (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.)*

☐ **Bundled Services**

Service is appropriate or necessary to bundle and only one vendor is capable of providing all requested services. *(Refer to "Updated PDE Guidance Concerning Use of Intergovernmental Agreements in Procurements Involving Federal Funds, Effective July 1, 2017" memo emailed on March 31, 2017.)*

☐ **Exclusive Design**

Item or service possesses a unique feature or capability critical in the use of the item or service and is not available from any other sources.

☐ **Unique Expertise**

Individual or firm possesses necessary and/or provides necessary unique knowledge and expertise based on education, training, research and/or a published body of knowledge, i.e., the individual or firm is of national prominence and/or a thought leader in the particular subject area.

☐ **Exclusive Intellectual Property**

Individual or firm possesses copyright, trademark, patent, design rights and/or provides unique capabilities or body of knowledge critical to the provision of the services required.

☐ **Replacement Equipment**

The purchase is for equipment associated with the use of existing equipment where compatibility is essential for integrity of results.

☐ **Replacement Accessories**

The purchase is for accessories sought for enhancement of existing equipment where compatibility with equipment from the original manufacturer is paramount.

☐ **Technical Service**

The purchase is for technical services associated with the assembly, installation or servicing of equipment of a highly technical or specialized nature.

☐ **Continuation of Prior Work**

Additional item, service or work required, but not known to have been needed when the original order was placed and is not feasible or practical to contract separately for the additional need.

☐ **Delivery Date**

Only one supplier can meet the necessary delivery requirements.

☐ **Other Reason That Item is Available Only from a Single Source**

Explain: ____; or

☐ **REASON 2. The public agency exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. An emergency exists whenever the time required for the Board to act in accordance with regular procedures would endanger life or property or threaten continuance of existing school classes; or**

☐ **REASON 3. The federal agency (or pass-through entity) awarding the federal funds has expressly authorized sole source procurement in response to a written request from the BCIU; or**

☐ **REASON 4. After solicitation of a number of sources, the BCIU determines that competition for the procurement is inadequate.** Please document all sources contacted.

STEP 3: COMPLETE THE FOLLOWING INFORMATION CONCERNING THE PURCHASE.

1. Vendor Name: Lincoln Intermediate Unit 12
2. Vendor Contact Name: Dr. Jennifer Leese
3. Vendor Contact Email: Jbleese@iu12.org
4. Vendor Address: 65 Billerbeck St., New Oxford, PA 17350
5. Goods or services to be purchased: Special education services (formerly Schedule A)
6. Are there any other providers of these goods or services? (Please provide information regarding contractor selection/rejection) N/A – consortium model
7. State in definitive terms why this source is the only one who can provide the goods or services (rationale for the method of procurement): Cost sharing consortium model
8. Is the price determined to be reasonable? Cost sharing consortium model
9. If the price is determined to be reasonable, why is the price reasonable? Cost sharing consortium model
10. What is the basis for the contract price? Cost sharing consortium model
11. Additional information about the situation that is applicable to the rationale for this purchase method: Cost sharing consortium model

STEP 4: SUBMIT COMPLETED FORM AND VENDOR'S PROPOSAL TO BUSINESS MANAGER

By signing this form, the individual initiating the transaction provides assurance that the form is complete and accurate and there are no known conflicts of interest as outlined in Board Policy.

Prepared by:
Name: ______________________________ ______________________
Title: Director of Special Education **Date:**

Approved by:
Name: ______________________________ ______________________
Title: Superintendent **Date:**

South Eastern School District Board Approved: August 18, 2026

Order Form

This SchoolAI Order Form ("**Order Form**") is entered into between SchoolAI Inc., a Delaware corporation with offices at 2000 Ashton Blvd #500, Lehi, Utah 84059 and the subscriber identified below ("**Client**"). This Order Form is effective as of the date of last signature below ("**Effective Date**").

Client Information	
Name:	Stewartstown El Sch
Address:	17945 Barrens Rd N Stewartstown, PA, 17363
Email of Contact Person	schiefenm@sesdrams.org

Initial Subscription Date: 2026-07-01 - 2027-06-30

Upon the expiration of the Initial Subscription Period, the subscription term will automatically renew for additional Renewal Terms in 12 month increments unless terminated in accordance with the Terms.

Services and Pricing:

SchoolAI Classroom Pro w/ Browser Ext.	Price $6.00 per year
Quantity 400	Total $2,400.00 per year
Onboarding	Price $0.00
Quantity 1	Total $0.00

Section total	$2,400.00
Total	**$2,400.00**

Billing Contact Name:

Email:

My organization is tax exempt ☐

Payment Terms:

The applicable Fees are due and payable upon the Effective Date or, if applicable, the end of the Trial Period (the "**Initial Payment Date**"). Upon commencement of a Renewal Term the Subscription Fee will be invoiced on the anniversary of the Initial Payment Date and payable in accordance with the Agreement.

General Terms:

This Order Form incorporates by reference the Terms of Service which can be found at schoolai.com/msa ("**Terms")** as if fully set forth herein. In the event of any conflict between this Order Form and the Terms, this Order Form will control. All capitalized terms not defined in this Order Form have the meanings given in the Terms

By signing below, the Parties (i) accept and agree to be bound by the terms and conditions of this Agreement and (ii) for the individual signing on behalf of Client, represents that they have the authority to bind the Client to this Agreement.

"SchoolAI"	**"Client"**
SchoolAI, Inc.	Stewartstown El Sch
By:	By:
Name: Karin Simelaro	Name:
Title: Chief Revenue Officer	Title:
Date:	Date:

Programs of Western Pennsylvania School for the Deaf
300 East Swissvale Avenue, Pittsburgh, PA 15218-1469

This will confirm a contract between:

Western Pennsylvania School for the Deaf ("WPSD")
300 East Swissvale Avenue
Pittsburgh, PA 15218

And
South Eastern School District ("SD")
377 Main Street
Fawn Grove, PA 17321

For services to be provided during the 2026-2027 school year, subject to the following provisions:

A. SERVICES

WPSD will transport school children attending WPSD from its 3820 Hartzdale Drive, Camp Hill location to WPSD in Pittsburgh at the start of the week; then back to 3820 Hartzdale Drive, Camp Hill at the end of the school week. It is the responsibility of the SD to transport the student to/from the Camp Hill location. Attached is a school calendar showing the days (180) school is in session.

B. COMPENSATION

WPSD will be compensated at the adjusted rate of $9,000.00 per child for the services. WPSD will send 10 equal monthly invoices of $900.00 (for each child), starting the month of September. (See student listing at end of contract*). In the event a student is enrolled after the start of the school year, or the student moved from SD during the school year, the rate will be pro-rated.*

The compensation is based on one pick-up at the start and end of each week. There is no mid-week pick-up for students missing the bus for any reason.

C. INDEPENDENT CONTRACTOR

WPSD acknowledges that it is retained as an independent contractor and not as an employee of the SD and will not be entitled to any benefit programs the SD makes available to its employees.

D. INSURANCE

WPSD will provide liability insurance while the children are in our care, custody and control.

E. CLEARANCES

WPSD drivers and bus aides have Act 34, Act 82, Act 151, and FBI clearances, which will be provided upon request.

F. WPSD POINT OF CONTACT

When the child will be absent or not utilizing WPSD transportation, the parents must notify WPSD.

On the day of transportation, for any transportation issues, parents (or connecting bus driver) should call Dr. Jennifer Craig (Director of Student Affairs) at 412-484-9246 or Jessica Marks at 717-909-5577. Unless notified, the bus driver will wait 15 minutes past scheduled departure time for any late-arriving students.

All other times, parents must call WPSD and notify Dr. Jennifer Craig (Director of Student Affairs) at the above number for any other transportation issues.

G. MUTUAL INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, its directors, officers, employees, agents, successors, and assigns from all damages, costs, expenses and liabilities, including reasonable attorney's fees, expert fees and disbursements, incurred in connection with the indemnifying party's negligent failure to perform its obligations and duties under this Agreement.

H. CONTRACT CHANGES

All changes to this contract – including increase in contract value, must be signed by SD and WPSD.

I. LAW AND VENUE

This contract is subject to the laws of the Commonwealth of Pennsylvania. Venue for any legal action will be in Allegheny County, Pennsylvania.

Accepted:

For: South Eastern SD	For: WPSD
______________________	______________________
Signature	Signature
______________________	______________________
Printed Name	Printed Name
______________________	______________________
Title	Title
______________________	______________________
Date	Date

Student Listing:

L.D.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/27/2025

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	
Simpson & McCrady LLC 310-330 Grant Street Suite 1320 Pittsburgh PA 15219-2233	CONTACT NAME: Diana Klezek PHONE (A/C, No, Ext): (412) 261-2222 FAX (A/C, No): (412) 261-3437 E-MAIL ADDRESS: dklezek@simpson-mccrady.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Western Pennsylvania School for the Deaf	INSURER A : Philadelphia Indemnity Ins. Co	18058
300 Swissvale Avenue	INSURER B : UPMC Health Benefits, Inc.	11018
	INSURER C :	
	INSURER D :	
	INSURER E :	
Pittsburgh PA 15218	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2582749465 **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2721708001	09/01/2025	09/01/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2721708001	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB922655001	09/01/2025	09/01/2026	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC10020368922025A	09/01/2025	09/01/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liability			PHPK2721708001	09/01/2025	09/01/2026	Occurrence	$1,000,000
							Aggregate	$2,000,000

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

CERTIFICATE HOLDER	CANCELLATION
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 [signature]

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
607 SOUTH DRIVE
HARRISBURG, PA 17120
www.education.pa.gov

Sponsor-to-Sponsor Agreement

Between

Community Progress Council

300-67-138-0

(Purchaser)

and

Southeastern School District

112-67-620-3

(Seller)

July 1, 2026 through June 30, 2027

Any Child Nutrition Program (CNP) Sponsor selecting to purchase meals from another CNP Sponsor must prepare an agreement utilizing this document which may not be re-typed or changed in any way.

Agreement Page

The Pennsylvania Department of Education (PDE) provides this Sponsor-to-Sponsor Agreement; hereafter referred to as the Agreement, as a service to sponsors, therefore the PDE shall not be named as a party to this Agreement. The Sponsors are the responsible authorities, without recourse to the PDE and/or the United States Department of Agriculture (USDA) regarding the settlement and satisfaction of all issues arising under this Agreement. This includes, but is not limited to disputes, claims, protests of award or source evaluation.

This Agreement is made between the Sponsor purchasing meals, hereafter referred to as the Purchaser, and the Sponsor selling the meals, hereafter referred to as the Seller. A Sponsor is defined as a sponsor in any of the Child Nutrition Programs (CNPs), such as the National School Lunch Program (NSLP), Child and Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP). This Agreement shall not be used between a Sponsor and a Food Service Management Company (FSMC).

All parties certify that he/she shall operate in accordance with all applicable Federal and State regulations governing the CNPs.

This Agreement shall be in effect from July 1, 2026 through June 30, 2027 This Agreement may only be for a one-year period and cannot contain guaranteed renewal clauses.

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

Community Progress Council	South Eastern School District
Purchaser	Seller
Purchaser's Authorized Representative Signature	Seller’s Authorized Representative Signature
Lindsay Veres	Leah Prichett
Purchaser's Authorized Representative Name	Seller's Authorized Representative Name
Chief Program Officer	Business Manager
Purchaser’s Authorized Representative Title	Seller’s Authorized Representative Title

Terms and Conditions

A. General Information

1. This Agreement is entered into for the purpose of purchasing meals for the operation of a nonprofit food service program for Community Progress Council which will be supplied by South Eastern School District according to the terms of this Agreement.
2. This is an inter-entity agreement authorized by Title 2 CFR 200.318(e). The Purchaser ensures the prices agreed upon are competitive.
3. This Agreement is used for the Seller that prepares, cooks, and packages unitized or bulk-form meals, with or without milk, at the Seller's own facilities. Seller delivers meals ready-to-eat or heat to the site(s) determined by the Purchaser or the Purchaser picks meals up from the Seller. The Seller shall not provide the Purchaser with on-site staff or provide assistance with other administrative aspects of the CNPs.
4. If the Seller contracts with a FSMC, the Purchaser and the Purchaser's sites must have been included in the Request for Proposal (RFP). If added after the RFP was awarded (initial year contract), the Burean of Food and Nutrition (BFN) must evaluate if adding the Purchaser/site will constitute a material change to the contract between the FSMC and the Seller. The Seller's FSMC shall not provide the Purchaser with on-site staff or provide assistance with other administrative aspects of the CNPs.
5. The Seller shall procure all products and services used to prepare meals in accordance with all applicable Federal and State regulations.
6. It is agreed by the parties hereto that there are no other considerations, favors, promises, or interests passing between the parties other than what is expressly stated in this Agreement.
7. All parties certify that all terms and conditions within this Agreement shall be considered a part of the Agreement as is incorporated therein.

B. Meal Requirements

1. The Seller will provide meals/snacks, inclusive or exclusive of milk, in accordance with this Agreement and the Federal regulations and policies applicable to the USDA CNPs.
2. It is agreed that the Purchaser and the Seller will utilize the same meal pattern in accordance with the applicable CNPs.
3. The meals/snacks, inclusive or exclusive of milk, will conform to the meal pattern or milk in accordance with the requirements for the following CNPs (check all that apply):
   - ☐ School Breakfast Program (SBP) (Title 7 CFR Part 220)
   - ☐ National School Lunch Program (NSLP) (Title 7 CFR Part 210)
   - ☐ Afterschool Snack Program (ASP) (Title 7 CFR Part 210)
   - ☐ Special Milk Program (SMP) (Title 7 CFR Part 215)
   - ☒ Child and Adult Care Food Program (CACFP) (Title 7 CFR Part 226)
   - ☐ Summer Food Service Program (SFSP) (Title 7 CFR Part 225)
4. Meals will be Inclusive of milk.
5. Meals will be provided to the Purchaser in the following manner: (check all that apply)
   - ☒ Unitized (individual) meals.
   - ☒ In bulk quantities. Seller to provide written instructions listing the planned portion size to be served of each food component to meet the meal pattern requirements and any food safety/ Hazard Analysis Critical Control Point (HACCP) procedures, including but not limited to, heating or cooling instructions.

6. Seller will provide (check all that apply):

- ☒ Trays
- ☒ Serving utensils, i.e. spoons, tongs, ladles
- ☒ Eating utensils
- ☒ Condiments
- ☒ Disposable paper supplies, including but not limited to paper plates, napkins, and cups
- ☐ Safe transportation containers
- ☐ Cleaning of safe transportation containers
- ☐ Cooler(s)
- ☐ Cleaning of cooler(s)
- ☐ Other:

7. Meals must be delivered in food-grade containers approved by the state or local health departments that maintain the proper temperatures of food.

8. Seller will provide Purchaser with menus at a minimum of 1 weeks in advance of the first date listed on the menu. The menus must meet requirements established in Title 7 CFR Part 210, 215, 220, 225, and 226, as appropriate. Purchaser reserves the right to periodically suggest menu changes within the Seller's suggested food cost range throughout the agreement period.

9. Meals/snacks will be delivered or made available daily or other mutually agreed upon period in accordance with the appropriate menu cycle (21-day menus for NSLP, SBP, and ASP; 11-day menu for SFSP). Menu changes may be made only when agreed upon by both parties. When an emergency situation exists, which might prevent the Seller from delivering or offering a specified meal/snack component, the Seller shall notify the Purchaser immediately so substitutions can be agreed upon.

10. No payment will be made to the Seller for meals that are spoiled or unwholesome at the time of delivery or pick up, do not meet detailed specifications as developed by the Purchaser for each food component in the meal pattern, or do not otherwise meet the requirements of this Agreement.

11. The Seller shall not deliver nor bill for incomplete, damaged, or spoiled meals/snacks. The Seller will provide adequate refrigeration or heating to ensure the wholesomeness of food in accordance with state and/or local health codes. Upon delivery or pick up it is the Purchaser's responsibility to maintain adequate refrigeration or heating.

12. The Seller shall deliver the meals/snack(s) to site(s) at the specified site location(s) at the delivery time(s) listed on Attachment A, Site Information, unless there is a schedule change agreed to by both parties. If the Purchaser is picking up, then the meals/snack(s) shall be ready at the time specified on Attachment A, unless there is a schedule change agreed to by both parties.

13. The Seller shall provide a delivery slip with the date and number of meals/snack(s) delivered or picked up. The Purchaser's authorized representative or designee must sign the delivery slip and verify the condition of the meals. The Seller shall only bill the Purchaser for these meals/snacks. The name and address of the Seller and Purchaser must be clearly identified on each delivery slip and each invoice. Payment shall be to the Seller and not to any other party.

14. The Purchaser shall notify the Seller of any modifications and substitutions in meals for students/children 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. Meal substitutions or modifications may result in a different price, to which both parties must agree. There will be no additional charge to the student/child for such substitutions or modifications.

15. The Purchaser will order meals/snacks inclusive or exclusive of milk on a weekly basis notifying the Seller 5 days preceding the week of delivery or pick up. Orders will include totals for each site and each type of meal/snack inclusive or exclusive of milk.

16. The Purchaser reserves the right to increase or decrease the number of meals/snacks ordered with a minimum notice of 1 hours of delivery or pick up time.

17. The Purchaser reserves the right to add or delete sites and provide one (1) week's written notice to the Seller. If a site is added, the Seller would need to agree to the change. Either party reserves the right to cancel the Agreement and provide 30 days notice.
18. The Purchaser may request changes in delivery and packaging in cases of an emergency. Emergencies may include, but are not limited to, wars, acts of public enemies, strikes, work stoppages, natural disasters, acts of God, civil disorders, public health crisis, freight embargos, or loss or malfunctions of utilities, respectively, and which by exercise of due diligence there were unable to prevent. Any price adjustment resulting from the emergency, must be agreed upon by both parties in writing. Additionally, the length of the emergency period should be estimated and agreed to by both parties in writing.
19. The Seller agrees to supply meals/snacks, inclusive or exclusive of milk, to the Purchaser for the prices as described in Attachment B, Price Per Meal Rates.
20. Any costs incurred under this Agreement that does not meet the requirement of regulations are unallowable costs.

C. Certifications

1. If the Purchaser is a sponsor of the NSLP the Seller shall comply with the Buy American provision for agreements involving the purchase of food, Title 7 CFR §210.21 (d). The Seller 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. The Seller shall certify the percentage of U.S. content in the products supplied to the Purchaser. The Purchaser reserves the right to review Seller purchase records to ensure compliance with the Buy American provision. The seller must make available purchase records and documentation identifying non-domestic commercial food program purchases per food item and unit cost of each non-domestic program purchase, as well as total commercial food program purchases made during a given school year. This information must be provided to the purchaser no less than annually at the end of the school year or more frequently as requested by the purchaser. In addition, the seller must provide the purchaser with a report that aggregates total non-domestic commercial food program purchases, domestic commercial food program purchases and total commercial food program purchases in a format that is requested by the State Agency and/or USDA no less than annually at the end of the school year or more frequently as requested by the purchaser.
2. The Seller shall comply with the mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
3. The Seller 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.
4. For agreements in excess of $100,000, the Seller 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 Seller 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.
5. The Seller agrees that state and/or local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures following HACCP guidelines.
6. The Seller shall maintain state and/or local health certifications for any facility in which it prepares meals and shall maintain their health certification for the duration of the Agreement.
7. The Purchaser shall be legally and financially responsible for the conduct of the food service and shall ensure compliance with the rules and regulations of BFN and the USDA regarding CNPs.

D. Records

1. The Seller will maintain full and accurate records pursuant to the provisions of Federal regulations the Purchaser is required to meet. Recording responsibilities shall be on a calendar month basis supported by invoices, receipts, or other records. The Seller shall promptly submit itemized monthly invoices and daily delivery receipts to the Purchaser. These records are to be kept at the Purchaser’s site.
2. The Seller shall provide meal allergen information and standardized recipes upon request by the Purchaser.
3. The Seller shall maintain and provide to the Purchaser production records for the School Nutrition Programs (SNP). The records must show how the meals provided contribute to the required food components in order to be creditable. Records and supporting documentation (recipes, manufacturer formulation statement, Child Nutrition label, etc.) shall be provided to the Purchaser. The Purchaser must maintain records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer if an audit is in progress). The Seller may maintain this information for the Purchaser, under the Purchaser’s name, in the PrimeroEdge Menu Planning system.
4. Upon request, the Seller shall make available all accounts and records pertaining to the program to representatives of PDE, USDA, the Office of Inspector General, and/or the General Accounting Office for audit and/or administrative review purposes.
5. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania. Any action or proceeding arising out of this Agreement shall be heard in the appropriate courts of the Commonwealth of Pennsylvania.
6. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
7. The Seller and Purchaser shall regard any silence, absence, or omission from Agreement specifications concerning any point as meaning that only the best commercial practices prevail. The Seller shall use materials (i.e., food, supplies, etc.) and workmanship of a quality normally specified by the Purchaser.
8. In the event of the Seller’s nonperformance under this Agreement and/or the violation or breach of the Agreement terms, the Purchaser shall have the right to pursue administrative, contractual, and legal remedies against the Seller and shall have the right to seek appropriate sanctions and penalties.

E. Term and Termination

1. The Purchaser or the Seller may terminate the agreement for cause or for convenience by giving 60 days written notice.
2. At any time, because of circumstances beyond the control of the Purchaser or the Seller, either party may terminate the agreement by giving 10 days written notice to the other party.
3. Force Majeure. Neither the Seller nor the Purchaser shall be responsible to the other for losses should the fulfillment of the terms of the Agreement be delayed or prevented by causes beyond its control and without the fault or negligence of either party. Causes beyond a party’s control may include, but are not limited to, wars, acts of public enemies, strikes, work stoppages, natural disasters, acts of God, civil disorders, public health crises, freight embargos, or loss or malfunctions of utilities, respectively, and which by the exercise of due diligence the Seller or Purchaser were unable to prevent.
4. The Purchaser is protected under the Commonwealth of Pennsylvania's Tort Claims Act (act), and as such, cannot and shall not be held responsible or other otherwise liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directions, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Agreement, to the extent permitted by law.

F. Additional Information

The Sponsor may add any additional items that need to be covered in the Agreement.

If the agreement is to begin after the start of the school year (July 1) or the start of the program year (October 1) and the beginning Agreement term date is later than July 1 or October 1, respectively, enter the beginning Agreement term date under this section. The ending Agreement term date will always be June 30 or September 30, respectively.

Do not repeat any items/specifications outlined above.

CACFP meal pattern: In accordance with USDA standards, the following meal pattern guidelines are to be followed for Community Progress Council participants.

No participant in our program is to receive a breakfast cereal containing more than 6 grams of sugar per dry ounce.

Yogurts may contain no more than 12g of added sugar per 6 ounces.

Breakfast cereals must contain no more than 6 grams of added sugars per dry ounce.

100% fruit juice may only be served at one meal a day.

A meat alternative may only be served in place of a grain component at breakfast, no more than 3 times a week.

All participants are to be served 1% unflavored milk.

All grain components must be 100% whole grain/whole grain-rich.

Grain based desserts are not creditable as a grain component.

Medical CACFP: In accordance with USDA standards, the following guidelines are to be followed for Community Progress Council participants.

Lactaid, soy, and ripple milk substitutes must be provided and/or stored on-site if provided by Community Progress Council.
Accommodations must be met for participants with special dietary needs.

Meal invoice/Reimbursement:
Monthly meal invoices must be submitted to the purchasing sponsor (Community Progress Council) by the 10th business day of the month.

Sponsor-to-Sponsor Agreement
Site Information

Purchaser Name: Community Progress Council
Seller Name: Southeastern School District

Site Name	Complete Site Address	Site Contact Name	Site Contact Phone Number	Meal Service Specifications				
				Meal Type	*Meal Service Time*	*Number of Daily Servings*	*Availablily Time*	*Availability Method*
Delta Peach Bottom Elementary	1081 Atom Rd. Delta, Pa 17314			Breakfast	9:30	16	9:30	Served
				Lunch	12:30	16	12:30	Served

Sponsor-to-Sponsor Agreement

Site Information

Purchaser Name: Community Progress Council

Seller Name: Southeastern School District

Site Name	Complete Site Address	Site Contact Name	Site Contact Phone Number	Meal Service Specifications				
				Meal Type	*Meal Service Time*	*Number of Daily Servings*	*Availablily Time*	*Availability Method*

Sponsor-to-Sponsor Agreement

Site Information

Purchaser Name: Community Progress Council

Seller Name: Southeastern School District

Site Name	Complete Site Address	Site Contact Name	Site Contact Phone Number	Meal Service Specifications				
				Meal Type	*Meal Service Time*	*Number of Daily Servings*	*Availablily Time*	*Availability Method*

Sponsor-to-Sponsor Agreement
Site Information

Purchaser Name: Community Progress Council
Seller Name: Southeastern School District

Site Name	Complete Site Address	Site Contact Name	Site Contact Phone Number	Meal Service Specifications				
				Meal Type	*Meal Service Time*	*Number of Daily Servings*	*Availablily Time*	*Availability Method*

Sponsor-to-Sponsor Agreement

Price Per Meal Rates

Purchaser Name: Community Progress Council

Seller Name: Southeastern School District

Indicate whether Seller will provide meals/snacks *inclusive* or *exclusive* of milk to the Purchaser: Inclusive

The Seller agrees to supply meals/snacks to the Purchaser for the prices listed below:

Meal Type	Unitized or Bulk Form	Estimated Daily Servings	Estimated Serving Days Per Year	Unit Price	Estimated Total
Breakfast	Unitized	16	176	$ 2.54	$ 7,152.64
AM Snack	Choose One				$ 0.00
Lunch	Unitized	16	176	$ 4.76	$ 13,404.16
PM Snack	Choose One				$ 0.00
Supper	Choose One				$ 0.00
PM Snack	Choose One				$ 0.00
Adult breakfast	Unitized	3	176	$ 2.54	$ 1,341.12
Adult lunch	Unitized	3	176	$ 4.76	$ 2,513.28
	Choose One				$ 0.00
	Choose One				$ 0.00
	Choose One				$ 0.00
	Choose One				$ 0.00
	Choose One				$ 0.00
	Choose One				$ 0.00
	Choose One				$ 0.00
	Choose One				$ 0.00
	Choose One				$ 0.00
				Grand Total of Agreement	$ 24,411.20