

BACKUP DOCUMENTATION FOLLOWS FOR THE CURRENT MEETING OF THE NORTH EAST BOARD OF SCHOOL DIRECTORS.

INFORMATION WILL BE PROVIDED FOR ALL AGENDA ITEMS NOT PROTECTED UNDER ACT 84 CONFIDENTIALITY LAWS WHICH WOULD INCLUDE STUDENT ISSUES, PERSONNEL, LEGAL, SAFETY AND OTHER PROTECTED MATTERS RELEVANT TO DISTRICT OPERATIONS.

BACKUP WILL BE POSTED IN THE ORDER THAT IT APPEARS ON THE MEETING AGENDA.

**NORTH EAST SCHOOL DISTRICT**  
**MINUTES OF THE REGULAR MEETING OF THE BOARD OF SCHOOL DIRECTORS**  
**THURSDAY, MARCH 19, 2026**

The North East School District Board of School Directors met in a Regular Meeting that began at 6:36 PM on Thursday, March 19, 2026, with the following board members present: Dr. Blystone, Mr. Boyd, Mr. Craig, Mr. Ferruggia, Mr. Luke, Mr. McCord, Mrs. Phillips, Mrs. Steeneck, and Mr. Wargo. Also in attendance were administrators Dr. Hartzell, Mr. Fox, Mr. Emick, Mrs. Bailey, Dr. Garland, Mrs. Hathaway, Mrs. Hodges, Dr. Renne, and District solicitor Attorney Rachael Glasoe. Administrator Mr. McCullum was in attendance online. There were approximately 77 visitors present in person and 5 members of the public logged in for remote participation.

The pledge of allegiance was recited at this time.

Mr. Wargo announced that the North East Board of School Directors had met in an Executive Session prior to this evening's meeting concerning areas permissible under Act 84 which include confidentiality issues protected by law, specifically personnel.

**RECOGNITION OF STUDENTS and STAFF**

- Mr. Ryan Mitchell, Health & Physical Education Teacher at North East Elementary School, was honored as the recent recipient of a Golden Apple Award from WJET-TV and PennWest University. Mr. Mitchell was nominated for this award by 4<sup>th</sup> grade student Charlotte Murphy.
- The following students were recognized by the Board for having earned Road to Gold honors for the month of February during which the competencies were Kindness and Integrity:
  - From North East High School – Karter Daley, Rachel Probst, Hezekiah DeHaven, and Ruby Skrekla
  - From North East Elementary School – Brantley Christeson, Bailey Suchocki, Madison Shunk, Ezekiel Beardsley, Hadley Woomer, Frederick Steeneck, Braelynn Maas, Nolan Miles, Skylar Zielewski, Lincoln McGuigan, Theodore Butler, and Lauren McClelland

**REPORTS & PRESENTATIONS**

- District Business Administrator Mr. Jeffrey Fox provided his first presentation for this year regarding the District's proposed budget for the 2026-2027 school year. Hard copy budget books were distributed to members of the Board with a brief explanation of the layout of these books. Mr. Fox reviewed major expense and revenue variances in the preliminary proposed budget as compared with the budget for the current school year. He touched upon items included in both the state and federal government's draft 2026-27 budget proposals which will affect funding for education. He also discussed current trends in health insurance and special education costs as well as the employer's mandated contributions to the PSERS retirement fund and cyber charter tuition costs. Budget discussions and updates will continue throughout the spring, with adoption of the final budget for 2026-27 projected to take place at the public board meeting of June 3, 2026.

The Board broke for a brief recess at 8:18 p.m. and reconvened at 8:23 p.m.

**SUPERINTENDENT'S REPORT**

- Dr. Hartzell reported that the Northwest PA Superintendents Summit was held in March. Superintendents from several regional areas met to discuss topics impacting education, including the PA budget, legislative priorities, the new residency verification requirement for cyber charter students, and financial planning. The summit was opened by keynote speaker Eric McElvenny, a former Marine who was injured in Afghanistan, who competed in eight ironman triathlons as an amputee. He spoke about overcoming challenges and resiliency.

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- Several community leaders participated in the Erie County Policy and Planning Council for Children and Families. The mission of this council is to strengthen families and children in Erie County as well as to act as a network to enhance communication and mutual understanding among service professionals, governmental leaders, education leaders, religious communities, and the public at large.
- District administration submitted a facilities grant application for \$1,363,000 to be used for the high school ventilation and emergency generator project, with a District match of \$340,750. This is a very competitive grant process. A joint memo was also sent to legislators encouraging them to support our grant initiative.
- At the recent 2025-26 Academic Letter Award ceremony and dinner, thirty students were recognized for earning academic honors for their first, second, or third year. Dr. Hartzell thanked high school teacher Samantha Jones for organizing this event, as well as all of the advisory committee and guest speakers.
- North East High School hosted their first PA Business Week last week. For seventy years, Americans for the Competitive Enterprise System (ACES) has been committed to inspiring students through real-world business education. Their mission is to empower young people with the skills, confidence, and knowledge needed to succeed in a free-enterprise economy. All 11<sup>th</sup> grade students participated in this weeklong event where local businesses led entrepreneurial teams of students in creating a product. Students had to brainstorm from concept to design, present, market, and sell their product during an Expo. Each member of the winning team, Swapz, received a \$100 cash prize. Thank you to all of the sponsors, volunteers and businesses that participated in this event as well as to our Business Education teacher advisor Mrs. Natalie Lacy.
- North East Middle School students competed the regional PJAS competition at Penn State Behrend, earning multiple top honors. First place award winners will advance to the state competition in May. First place winners are Zachery Henry, Marie Miller, and Gavin Dodd. Second place winners are Nathaniel Evans, Trevor Hansen, Paisynn Hatt, Lyla Grande, Lucy Kitchen, Charlotte Magill, Lexi Moore, Max Randall, Emily Reed, Hazel Sparling, Nathaniel Whitney, and Lincoln Yukon.

**BOARD REPORTS**

- Northwest Tri-County Intermediate Unit – No Report
- Erie County Technical School – No Report
- School Health Council – Mrs. Steeneck reported that this committee had met and completed its required review of the Wellness Policy.

**PUBLIC PARTICIPATION – AGENDA ITEMS ONLY**

Per the guidelines set forth in the Pennsylvania Sunshine Act, 65 Pa. C.S. §706, following are the names of the citizens who appeared officially at this time and the subject of their testimony

- Erin Beckes-Reese                      - Budget presentation

**APPROVAL –  
Minutes – Regular  
Meeting of  
March 5, 2026**

In a motion by Mr. Craig and second by Mr. Boyd to approve the minutes of the Regular Meeting of March 5, 2026, the Board, in a voice vote, voted as follows: “Ayes” – Dr. Blystone, Mr. Boyd, Mr. Craig, Mr. Ferruggia, Mr. Luke, Mr. McCord, Mrs. Phillips, Mrs. Steeneck, and Mr. Wargo. “Nays” – 0. Motion carried.

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Board discussion took place at this time regarding specific items listed in agenda Item #B.7 – authorization for the Business Manager to solicit bids and quotes for recommended capital projects purchases. Separations were requested on line items #8, 9, and 11 for this motion.

**APPROVAL –  
 Business  
 Items #1-9 with  
 Separations on  
 Item #7 – Lines #8,  
 9, and 11**

In a motion by Mrs. Phillips and second by Mr. Ferruggia to approve Business Items #1-9 with Separations on Item #7 – individual lines #8, 9, and 11, the Board, in a roll call vote, voted as follows: “Ayes” – Dr. Blystone, Mr. Boyd, Mr. Craig, Mr. Ferruggia, Mr. Luke, Mr. McCord, Mrs. Phillips, Mrs. Steeneck, and Mr. Wargo. “Nays” – 0. Motion carried.

1. The Board approved the General Fund Invoices:
  - a. Invoices Paid Prior to Board Meeting (Copy filed herein page/ref# 6694-A)
  - b. Invoices for Approval (Copy filed herein page/ref# 6694-B)
2. The Board approved the Food Service Fund Invoices Paid Prior to Board Meeting. (Copy filed herein page/ref# 6694-C)
3. The Board approved the Capital Projects Fund Invoices for approval in the amount of \$87,992.00. (Copy filed herein page/ref# 6694-D)
4. The Board approved the Capital Projects Report dated February 28, 2026. (Copy filed herein page/ref# 6694-E)
5. The Board approved the Treasurer’s Report dated February 28, 2026. (Copy filed herein page/ref# 6694-F)
6. The Board approved the Food Service Report for the period ending February 28, 2026. (Copy filed herein page/ref# 6694-G)
7. The Board approved the following buildings and grounds expenditures from the capital projects fund for the 2026-2027 school year as presented to the Board on March 5, 2026, and authorize the Business Manager to solicit bids or quotes where appropriate:

	<b>Building</b>	<b>Item</b>	<b>Estimated Cost</b>
1	NEES	Pool Entrance & Spirit Hallway Wallpaper Removal, Drywall Repair and Painting	\$21,000.00
2	NEES	Cafeteria & Gym Hallway Painting	21,000.00
3	NEES	Extension of Playground Fencing	8,000.00
4	NEMS	Wayfinder Interior Directional Vinyl Signage	3,000.00
5	NEHS	Wrestling Room Wall Pad and Floor Mat Replacement	29,000.00
6	NEHS	Athletic Equipment Storage Cages	6,000.00
7	NEHS	Gymnasium Sound System Upgrade	2,000.00
10	Bus Garage	Emergency Generator	91,000.00
12	Maintenance	72” Zero Turn Finish Mower with Bagger	29,000.00
13	Maintenance	Utility Vehicle with Dump Bed	13,000.00
14	Maintenance	2.0 Yard Grit Spreader	10,500.00
15	District	Concrete Replacement	24,500.00
16	District	Asphalt Replacement	24,500.00
Total Capital Project Fund 2026-27 Proposed Equipment Purchases approved with this motion			\$282,500.00

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8. The Board approved the following food service expenditures from the food service fund for the 2026-2027 school year as presented to the Board on March 5, 2026, and authorize the Business Manager to solicit bids or quotes where appropriate:

	<b>Building</b>	<b>Item</b>	<b>Estimated Cost</b>
1	NEES	Dish Machine with Hard Water Softener	\$55,000.00
2	NEES	Single Bay Passthru Refrigerator	16,000.00
3	NEMS	Student Meal Trays	1,000.00
4	NEHS	Breakfast Display Carts	6,500.00
5	NEHS	Single Bay Warming Unit	5,700.00
6	NEHS	Cashier Carts	5,500.00
7	NEHS	Soup Counter	4,600.00
8	NEHS	Condiments Cart	4,100.00
Total Food Service Fund 2026-27 Proposed Equipment Purchases			\$98,400.00

9. The Board approved budget transfers totaling \$593,319.00 to adjust the Ready to Learn Grant program budget and update the local chart of accounts for PDE chart of account changes per the attached document. (Copy filed herein page/ref# 6695-A)

Board discussion took place regarding the recommendation to authorize the Business Manager to solicit bids or quotes for purchase of a pickup truck.

**MOTION FAILED** – In a motion by Mrs. Phillips and second by Mr. Boyd to approve Business Item #7 – individual line item #11, the Board, in a roll call vote, voted as follows: “Ayes” – Mr. Boyd and Mr. Wargo. “Nays” – Dr. Blystone, Mr. Craig, Mr. Ferruggia, Mr. Luke, Mr. McCord, Mrs. Phillips, and Mrs. Steeneck. Motion failed.

7. The Board denied approval of the following buildings and grounds expenditures from the capital projects fund for the 2026-2027 school year as presented to the Board on March 5, 2026:

	<b>Building</b>	<b>Item</b>	<b>Estimated Cost</b>
11	Maintenance	F150 4x4 XL Regular, Super or Super Crew Cab Pickup Truck	50,000.00

The Board went into an Executive Session at 8:57 a.m. for discussion concerning areas permissible under Act 84 which include confidentiality issues protected by law, specifically safety. The public meeting was resumed at 9:15 p.m.

**APPROVAL** – In a motion by Mr. Boyd and second by Mr. Luke to approve Business Item #7 – individual line items #8 and 9, the Board, in a roll call vote, voted as follows: “Ayes” – Dr. Blystone, Mr. Boyd, Mr. Craig, Mr. Ferruggia, Mr. Luke, Mr. McCord, Mrs. Phillips, Mrs. Steeneck, and Mr. Wargo. “Nays” – 0. Motion carried.

7. The Board approved the following buildings and grounds expenditures from the capital projects fund for the 2026-2027 school year as presented to the Board on March 5, 2026, and authorize the Business Manager to solicit bids or quotes where appropriate:

	<b>Building</b>	<b>Item</b>	<b>Estimated Cost</b>
8	ES/MS/HS	Main Entrances Graphic Security Window Film	50,000.00
9	ES/MS/HS	Classroom Door & Side Panel Window Film	23,300.00

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Mr. Boyd expressed well wishes for the employees whose resignations are on the agenda for approval.

**APPROVAL –  
Personnel  
Items #1-8**

In a motion by Dr. Blystone and second by Mr. Ferruggia to approve Personnel Items #1-8, the Board, in a roll call vote, voted as follows: “Ayes” – Dr. Blystone, Mr. Boyd, Mr. Craig, Mr. Ferruggia, Mr. Luke, Mr. McCord, Mrs. Phillips, Mrs. Steeneck, and Mr. Wargo. “Nays” – 0. Motion carried.

- The Board approved the following individual(s) to the 2025-2026 District Substitute List pending any pre-employment requirements:

<b>INSTRUCTIONAL STAFF</b>	
1	Kameran Mayes – Grades PK-4
<b>SUPPORT STAFF</b>	
2	Annyssa Boettcher – Instructional Aides

- The Board employed Ms. Emma Guzik (District Substitute List) as a Long-term substitute Kindergarten teacher for North East Elementary School effective February 11, 2026 to June 5, 2026, at a salary of \$284.36 per day without benefits and excluding tuition reimbursement.

- The Board approved the transfer of Mrs. Kristen Righi from the Full Time Non-Union Employee Benefit Schedule to the North East Education Association contract, Temporary Professional Employee Status beginning at Step M3 - \$58,732.00 with benefits effective with the 2026-2027 school year.

- The Board approved leaves of absence for the individuals listed below:

	<b>Staff Member</b>	<b>Position/Location</b>	<b>Duration</b>
1	Employee A	Instructional Staff - NEES	Unpaid leave extended from March 13, 2026 to June 5, 2026
2	Employee B	Instructional Staff - NEMS	FMLA August 17, 2026 to approximately October 4, 2026

- The Board accepted the resignation of Mrs. Carole Solymosi, Kindergarten Teacher at North East Elementary School, effective June 5, 2026.

- The Board accepted the resignation of Ms. Ashton Houppert, as a Grade 7 Science Teacher at North East Middle School, effective June 5, 2026.

- The Board approved the following individual(s) for the position of coach(es)/advisor(s) and intramural(s) for the 2025-2026 school year at the steps listed below, pending any remaining pre-employment requirements:

<b>COACHING POSITIONS</b>		<b>Recommendation</b>	<b>Step</b>	<b>Stipend</b>
1	Boys Soccer Assistant Gr. 7&8	Shari Radicella*	C	\$2,699.00
<b>ADVISORY POSITIONS – HIGH SCHOOL</b>		<b>Recommendation</b>	<b>Step</b>	<b>Stipend</b>
2	Musical Set Design	Julie Lokahi*	A	\$1,020.00
<b>ADVISORY POSITIONS – MIDDLE SCHOOL</b>		<b>Recommendation</b>	<b>Step</b>	<b>Stipend</b>
	None recommended for this meeting			
<b>INTRAMURAL COACHES &amp; ADVISORS</b>		<b>Recommendation</b>	<b>Step</b>	<b>Stipend</b>
3	Soccer Coach Gr. 5&6	Eric Conroe*	-	Volunteer
4	Soccer Coach Gr. 5&6	Kimberli Conroe*	-	Volunteer

\*Non-employee pending remaining paperwork

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8. The Board approved the following individual(s) for the position of coach(es)/advisor(s) and intramural(s) for the 2026-2027 school year at the steps listed below, pending any remaining pre-employment requirements:

COACHING POSITIONS		Recommendation	Step	Stipend
1	Football Assistant Coach	Michael Austin	C	\$4,149.00
2	Football Assistant Coach	Gregg McIntosh	C	\$4,149.00
ADVISORY POSITIONS – HIGH SCHOOL		Recommendation	Step	Stipend
None recommended for this meeting				
ADVISORY POSITIONS – MIDDLE SCHOOL		Recommendation	Step	Stipend
None recommended for this meeting				
INTRAMURAL COACHES & ADVISORS		Recommendation	Step	Stipend
None recommended for this meeting				
*Non-employee pending remaining paperwork				

**APPROVAL –  
Student Travel  
Item #1**

In a motion by Mr. Ferruggia and second by Mr. McCord to approve Student Travel Item #1, the Board, in a roll call vote, voted as follows: “Ayes” – Dr. Blystone, Mr. Boyd, Mr. Craig, Mr. Ferruggia, Mr. Luke, Mr. McCord, Mrs. Phillips, Mrs. Steeneck, and Mr. Wargo. “Nays” – 0. Motion carried.

(1) NAME/PARTICIPANT	DATE/TIME/PLACE	ITEMIZED CATEGORIES	EXPENSES PAID BY GRANTS, PARTICIPANTS, CLUBS, FUNDRAISERS, DONATIONS	EXPENSES PAID BY DISTRICT
AP European History – approx. 13 HS students Jennifer Wilson Emalie Nagle	April 17, 2026 7:15 a.m. – 3:15 p.m. Carnegie Museum of Art 4608 Forbes Avenue Pittsburgh, PA 15313	Transportation (bus) Substitutes Admission	*\$170.00	\$808.49 \$350.00 \$170.00
<b>TOTALS</b>			*\$170.00	\$1,158.49
*Cost of admission to be paid by scholarship funds				
<b>PURPOSE:</b> Review for upcoming AP testing				

Mrs. Steeneck requested a separation on Additional Educational/Operational Functions Item #2 – approval of the High School Program of Studies for 2026-2027.

Brief discussion took place regarding the District Comprehensive Plan for 2026-2029.

**APPROVAL –  
Additional  
Educational/  
Operational  
Functions  
Items #1 & #3**

In a motion by Mr. Boyd and second by Mr. Craig to approve Additional Educational/Operational Functions Items #1 and #3, the Board, in a roll call vote, voted as follows: “Ayes” – Dr. Blystone, Mr. Boyd, Mr. Craig, Mr. Ferruggia, Mr. Luke, Mr. McCord, Mrs. Phillips, Mrs. Steeneck, and Mr. Wargo. “Nays” – 0. Motion carried.

1. The Board approved the North East School District 2026-2029 Comprehensive Plan to be submitted to the Pennsylvania Department of Education. (Copy filed herein page/ref# 6697-A)

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**6698**

3. The Board approved the attached agreement between the North East School District and Bethesda Lutheran Services for Act 48 Program alternative education services at a cost of \$59,940.00 for the 2026-2027 school year. (Copy filed herein page/ref# 6698-A)

Board discussion took place for questions and concerns regarding the District's recommendation to transition to the Latin honors system to be effective with the graduating class of 2029. Specific guidelines for this transition will be formulated by administration and approved by the Board along with a subsequent program of studies no later than the spring of 2028.

**APPROVAL –  
Additional  
Educational/  
Operational  
Functions  
Item #2**

In a motion by Mr. Luke and second by Mrs. Phillips to approve Additional Educational/Operational Functions Item #2, the Board, in a roll call vote, voted as follows: "Ayes" – Dr. Blystone, Mr. Boyd, Mr. Craig, Mr. Ferruggia, Mr. Luke, Mr. McCord, Mrs. Phillips, Mrs. Steeneck, and Mr. Wargo. "Nays" – 0. Motion carried.

2. The Board approved the North East High School Program of Studies for the 2026-2027 school year, including the new "Solve it: Math Puzzles & Games" Math elective and the gradual transition to the Latin honors system to be effective with the graduating class of 2029 as presented at the regular public board meeting of March 5, 2026. (Copy filed herein page/ref# 6698-B)

**ITEMS FOR FUTURE PRESENTATION, DISCUSSION, AND/OR BOARD ACTION**

- Budget Process Timeline:
  - Proposed Final Budget Presentation – April 23, 2026
  - Proposed Final Budget Approval – April 23, 2026
  - Final Budget Approval – June 3, 2026

**UPCOMING DISTRICT EVENTS**

- End of the 3<sup>rd</sup> Marking Period – Thursday, March 26, 2026
- Spring Break – Monday March 30 – Friday April 3, 2026
- Kindergarten Registration – Wednesday, April 15, 2026
- Title I Parent Involvement Night – Thursday, April 16, 2026 – Invitation Only
- PSSA Testing in Grades 3-8:
  - NEMS April 21-23 and April 28-30
  - NEES April 21-23, April 28-29, and May 5-6

**ADJOURNMENT:** By acclamation the regular meeting was adjourned at 9:32 PM.

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Jeffrey A. Fox, Board Secretary

# Business Manager's Memorandum

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To: Board of Directors  
From: Jeffrey A. Fox, CPA, Business Manager  
Date: March 24, 2026  
Re: Disposal of Surplus Assets – Excess Vehicles, Furniture, Equipment & Supplies  
CC: Dr. Michele S. Hartzell, Superintendent  
Mr. Randy Fedei, Transportation Supervisor

Building administrators and supervisors have reviewed the capital assets of the district and have determined the following list of vehicles, furniture, equipment and supplies are no longer needed by the district and are declared surplus assets due to declining enrollment, technological obsolescence, elimination of programs, condition and other factors.

2012 Thomas Chevy 9 Passenger MPV VIN: 1GBOG2BA9C1182071 – 116,061 miles  
2018 Thomas Chevy 9 Passenger MPV VIN: 1HA3GRBFXHN001312 – 170,177 miles  
2015 Thomas Freightliner 72 Passenger Bus VIN: 4UZABRDT2FCFW3662 – 144,966 miles

I am requesting authorization for vehicles, furniture, equipment and supplies listed above to be declared surplus assets and authorization to dispose of such assets by any method deemed appropriate to maximize value to the District by the Business Manager which could include auction, consignment, request for quotes, donation, salvage, etc.

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**JEFFREY A. FOX, CPA, BUSINESS MANAGER**  
**NORTH EAST SCHOOL DISTRICT**  
**50 EAST DIVISION STREET**  
**NORTH EAST, PA 16428**  
**814-725-8671 PHONE**  
**814-725-9380 FAX**

## NORTH EAST SCHOOL DISTRICT

### RESOLUTION

RESOLVED, by the Board of Directors of the North East School District that the following equipment is no longer needed by the district and is determined to be surplus:

- 2012 Thomas Chevy 9-Passenger MPV VIN# 1GBOG2BA9C1182071 – 116,061 Miles
- 2018 Thomas Chevy 9-Passenger MPV VIN# 1HA3GRBFXHN001312 – 170,177 Miles
- 2015 Thomas Freightliner 72-Passenger Bus VIN# 4UZABRDT2FCFW3662 – 144,966 Miles

The Superintendent and Business Manager are hereby authorized and directed to dispose of said surplus property by any method deemed necessary by the Business Manager which could include auction, consignment, request for quotes, donation, salvage, etc.

On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_, this Resolution was passed or failed on this 9<sup>th</sup> day of April, 2026 at 6:30 PM by a vote of \_\_\_\_ - \_\_\_\_.

### SECRETARY CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution duly adopted by the affirmative vote of a majority of the members of the Board of School Directors of the North East School District, Erie County, Pennsylvania, at a meeting held on the 9<sup>th</sup> day of April, 2026; that proper notice of such meeting was duly given as required by law; and that said Resolution has been duly recorded upon the Minutes of said Board of School Directors, showing how each member voted thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said School District this 9<sup>th</sup> day of April, 2026.

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Secretary

# Business Manager's Memorandum

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To: Board of Directors  
From: Jeffrey A. Fox, CPA  
Date: April 7, 2026  
Re: Athletic Supply Bid Recommendation  
cc: Dr. Michele S. Hartzell, Superintendent

It is my recommendation that we award the following low bids which meet specifications for 2026-27 Athletic Supplies to the following vendors:

**BSN Sports** **\$ 11,375.28**  
PO Box 49  
Jenkintown, PA 19046

**Collins** **\$ 1,148.49**  
PO Box 21  
Dresher, PA 19025

**Colorado Time Systems** **\$ 672.00**  
1551 E. 11<sup>th</sup> Street  
Loveland, CO 80537

**Demans** **\$ 670.35**  
295 Main Street  
Brookville, PA 15825

**Henry Schein** **\$ 1,234.35**  
135 Duryea Road  
Melville, NY 11747

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**JEFFREY A. FOX, CPA, BUSINESS MANAGER**  
**NORTH EAST SCHOOL DISTRICT**  
**50 EAST DIVISION STREET**  
**NORTH EAST, PA 16428**  
**814-725-8671 PHONE**  
**814-725-9380 FAX**

<b>Leader Graphics</b>	<b>\$ 225.00</b>
1107 Hess Avenue Erie, PA 16503	
<b>Medco Sports Medicine</b>	<b>\$ 851.60</b>
28100 Torch Parkway, Ste. 800 Warrenville, IL 60555	
<b>M-F Athletic Company, Inc.</b>	<b>\$ 1,125.00</b>
1600 Division Road West Warwick, RI 02893	
<b>Pyramid</b>	<b>\$ 2,140.94</b>
65110 N. 54 <sup>th</sup> Street Tampa, FL 33610	
<b>Riddell</b>	<b>\$ 15,616.26</b>
7501 Performance Lane North Ridgeville Ohio 44039	
<b>Sportsmans</b>	<b>\$ 32,784.76</b>
829 Horner Street Johnstown, PA 15902	
<b>Varsity Spirit Fashion</b>	<b>\$ 1,529.00</b>
6745 Lenox Center Court, Ste. 300 Memphis, TN 38115	
<b>TOTAL FOR APPROVAL</b>	<b>\$ 69,373.03</b>

ITEM #	SPORT	QTY	UNIT	DESCRIPTION / ORDER	UNIT COST	TOTAL COST	VENDOR AWARDED	VENDOR TOTAL
17	Football	40	Each	Juke Mens Dual Threat Rev Fb Jersey No substitutes	\$ 69.50	\$2,780.00	BSN	
18	Football	45	Each	Runback Mens Football Game Pants No substitutes	\$ 52.50	\$2,362.50	BSN	
26	Girls Golf	6	Each	Girls qtr zip long sleeve golf warm up assorted sizes	\$12.99	\$77.94	BSN	
28	Girls Golf	6	Each	Long Sleeve Team Shirt--Foot Joy or Nike NE GOLF LOGO on left chest or back yolk	\$23.00	\$138.00	BSN	
29	Girls Golf	6	Each	Short Sleeve Team Shirt--Foot Joy or Nike NE GOLF LOGO on left chest or back yolk	\$26.00	\$156.00	BSN	
37	Girls Soccer	2	Each	2PCS Soccer Captain Armbands Elastic Brand: LIOOBO Size: Youth Color: Black	\$6.50	\$13.00	BSN	
38	Girls Soccer	28	Each	Nike Academy OTC Sock- Color: 677 Team Maroon	\$6.99	\$195.72	BSN	
39	Girls Soccer	28	Each	Nike Academy OTC Sock- Color: 100 White	\$6.99	\$195.72	BSN	
40	Girls Soccer	5	Each	VIVIDO Match Ball NFHS WS1001401XB05	\$83.69	\$418.45	BSN	
41	Girls Soccer	2	Each	Kwik Goal Goalazo Folding Soccer Goal	\$349.97	\$699.94	BSN	
42	Girls Soccer	28	Each	Nike Academy Team Backpack (30L) Maroon	\$32.99	\$923.72	BSN	
44	Volleyball	30	Pair	Nike Essentials Knee Pads (White) 10 x/s, 15 m/l, 5 XL/XXI	\$16.00	\$480.00	BSN	
62	Girls Basketball	25	Each	Nike Elite Backpacks (Maroon)	\$51.99	\$1,299.75	BSN	
66	Swimming	30	Each	Arena Python Mirrored Goggle	\$19.00	\$570.00	BSN	
77	Baseball	35	Each	Baseball Hats Richardson Pulse R-Flex PTS 20 * Contact AD for details, Various sizes	\$17.50	\$612.50	BSN	
91	Softball	20	Each	Nike Team Visors with Custom Logo: SKU NKP-DC4217	\$19.99	\$399.80	BSN	
106	Track & Field	2	Each	#3607-M Economy Power Fitness Chutes	\$13.07	\$26.14	BSN	
107	Track & Field	2	Each	#3607-L Economy Power Fitness Chutes	\$13.05	\$26.10	BSN	\$11,375.28
128	Medical	1	Set	Phillips HeartStart Onsite Adult SmartPads Cartridge	\$78.73	\$78.73	Collins	
129	Medical	1	Set	Phillips HeartStart Onsite infant/child pads	\$105.85	\$105.85	Collins	
134	Medical	2	Case	Pre-wrap, foam-based,1 ea: 1 PURPLE, 1 PINK ONLY, 48 rolls	\$53.51	\$107.02	Collins	
136	Medical	1	Roll	10" x18" ice bags roll 1500/roll (not economy)	\$84.58	\$84.58	Collins	
139	Medical	10	Each	Nail Clippers	\$0.60	\$6.00	Collins	
141	Medical	3	Each	Latex, powder-free exam gloves size 1 box MEDIUM, 2 boxes SMALL, black	\$8.00	\$24.00	Collins	
143	Medical	1	Each	Econoline American Foam kit	\$12.20	\$12.20	Collins	
147	Medical	1	Box	3M STERI STRIPS 1/4" X 3" 51 strips =17 envelopes	\$14.34	\$14.34	Collins	
148	Medical	2	Bag	non-sterile gauze sponge 200/bag	\$2.33	\$4.66	Collins	
149	Medical	2	Case	Self-closure elastic band 6"x10', 10/box	\$39.47	\$78.94	Collins	
151	Medical	2	Box	Fingertip, cloth bandaid, LARGE 100/box	\$3.34	\$6.68	Collins	
158	Medical	10	Each	knee compression sleeve open patella ( 2 ea size: S.M.L.XL,XXL)	\$6.73	\$67.30	Collins	
164	Medical	1	Box	generic benadryl 24/2s	\$2.43	\$2.43	Collins	
168	Medical	6	Each	economy envelope arm sling	\$3.68	\$22.08	Collins	
169	Medical	6	Each	Disposable Penlights	\$1.18	\$7.08	Collins	
172	Medical	2	Each	Reusable Penlight	\$2.90	\$5.80	Collins	
173	Medical	2	Pair	5'2"- 5'10" crutches	\$21.50	\$43.00	Collins	
174	Medical	1	Set	Power Systems 12" H hurdle, 12/set	\$185.80	\$185.80	Collins	
176	Medical	20	Each	Amazon Basics Durable Wear-Resistant Base, Tool Small Standard Bag with Strap, 12 Inch, Black & Gray	\$14.60	\$292.00	Collins	\$1,148.49
67	Swimming	6	Each	Backup button (PB-6) Colorado Timing System	\$112.00	\$672.00	Colorado	\$672.00
25	Girls Golf	15	Dozen	Titleist Tru Soft White golf ball	\$29.50	\$442.50	Demans	
50	Boys Basketball	12	Each	White Under Armour Crew Basketball socks 1270242-001	\$4.50	\$54.00	Demans	
51	Boys Basketball	12	Each	Black Under Armour Crew Basketball socks 1270242-100	\$4.50	\$54.00	Demans	
71	Wrestling	2	Each	Pridicament Brand NFHS Scorebooks	\$19.95	\$39.90	Demans	
80	Baseball	1	Each	Markwort Glover's line Up Cards 35 Game No substitutes	\$5.95	\$5.95	Demans	
92	Softball	1	Each	Powernet Baseball Softball Practice Net 7x7	\$74.00	\$74.00	Demans	\$670.35

ITEM #	SPORT	QTY	UNIT	DESCRIPTION / ORDER	UNIT COST	TOTAL COST	VENDOR AWARDED	VENDOR TOTAL
133	Medical	6	Case	Mueller Tearlight, BLACK, 2"x 7 1/2yds, 24/case NO SUBS	\$56.72	<b>\$340.32</b>	Henry Schein	
135	Medical	1	Can	pre-tape spray, 10 oz can	\$6.66	<b>\$6.66</b>	Henry Schein	
138	Medical	1	Box	Medi-lyte electrolyte tablets 500, 250x2	\$24.37	<b>\$24.37</b>	Henry Schein	
142	Medical	1	Each	Save A Tooth	\$12.85	<b>\$12.85</b>	Henry Schein	
150	Medical	2	Case	Self-closure elastic band 4"x5', 10/box	\$12.76	<b>\$25.52</b>	Henry Schein	
153	Medical	2	Box	Powerflex Self Adherent Tape, 2",Maroon 24 rolls/case	\$ 38.73	<b>\$77.46</b>	Henry Schein	
155	Medical	1	Bottle	Biofreeze gel, menthol 32 fl oz pump	\$ 43.84	<b>\$43.84</b>	Henry Schein	
157	Medical	5	Each	7 1/4" paramedic scissors, purple or pink	\$ 7.61	<b>\$38.05</b>	Henry Schein	
161	Medical	1	Bottle	IBUPROFEN 200MG 500/BTL	\$8.76	<b>\$8.76</b>	Henry Schein	
167	Medical	4	Each	Mueller soft ankle brace with straps: 1 small, 1 med, 1 large, 1 XL	\$15.57	<b>\$62.28</b>	Henry Schein	
170	Medical	2	Case	Jaylastic 4500 Athletic Stretch Tape 2"x7 1/2 yds 24 rolls/case	\$58.14	<b>\$116.28</b>	Henry Schein	
171	Medical	1	Each	AED Battery	\$152.96	<b>\$152.96</b>	Henry Schein	
126	Medical	1	Each	Gatorade Performance Package Sideline Essentials Options chosen: 1. 3 cases Gatorade thirst quencher sticks- fruit punch 2. 6 cases Gatorade chews (split flavors: cool blue, fruit punch) 3. 8 cases Gatorade protein bars (split flavors: cookies n creme, chocolate caramel) 4. 9 gallon cooler 5. 60 qt ice chest on wheels 6. case of 7 oz cups	\$325.00	<b>\$325.00</b>	Henry Schein	
								<b>\$1,234.35</b>
79	Baseball	30	Each	Team Shirts, basic t-shirts w/ North East Baseball on it (screen printing included)	7.5	<b>\$225.00</b>	Leader Graphics	<b>\$225.00</b>
130	Medical	2	Box	antimicrobial hand wipes, individual packs 100/box	\$6.26	<b>\$12.52</b>	Medco	
131	Medical	4	Case	Cramer 950 Porous Adhesive Athletic Tape 1 1/2"x15 yds, 32/case	\$54.63	<b>\$218.52</b>	Medco	
132	Medical	2	Case	Cramer Eco-flex stretch Tape, pink, 2"x6yds, 24/case, NO SUBS	\$34.83	<b>\$69.66</b>	Medco	
137	Medical	4	Set	Crutch pads/tips/grips kit	\$4.15	<b>\$16.60</b>	Medco	
144	Medical	3	Each	Cramer Groin/Hip Spica No substitutes	\$26.54	<b>\$79.62</b>	Medco	
145	Medical	2	Box	Coverlet bandage small fingertip 100/box No substitutes	\$7.39	<b>\$14.78</b>	Medco	
146	Medical	2	Box	Coverlet bandage knuckles 100/box No substitutes	\$8.83	<b>\$17.66</b>	Medco	
152	Medical	1	Box	Coverlet 7/8" oval, 100/box NO SUBS	\$4.71	<b>\$4.71</b>	Medco	
154	Medical	5	Case	Cramer ProLastic Tear Stretch Tape 2" 24/case (White)	\$64.12	<b>\$320.60</b>	Medco	
156	Medical	1	Box	bloodCEASE 25 sterile pack	\$20.08	<b>\$20.08</b>	Medco	
159	Medical	4	Each	Jumpers' knee strap	\$8.46	<b>\$33.84</b>	Medco	
160	Medical	2	Tube	LOTRIMIN AF RINGWORM CREAM 12GM	\$6.70	<b>\$13.40</b>	Medco	
162	Medical	1	Bottle	ANTACID CHEW TABS 150/BX	\$2.58	<b>\$2.58</b>	Medco	
163	Medical	3	Bag	cough drops 25/bag	\$1.72	<b>\$5.16</b>	Medco	
165	Medical	1	Box	Diotame 50x2	\$9.81	<b>\$9.81</b>	Medco	
166	Medical	2	Pair	Tuli's Heel Cups, classic gel, regular	\$6.03	<b>\$12.06</b>	Medco	<b>\$851.60</b>

ITEM #	SPORT	QTY	UNIT	DESCRIPTION / ORDER	UNIT COST	TOTAL COST	VENDOR AWARDED	VENDOR TOTAL
96	Track & Field	1	Each	Hip Numbers 1-9 #7036-100	\$75.00	\$75.00	MF Athletics	
97	Track & Field	1	Each	Hip Numbers 10-18 #7037-25	\$27.00	\$27.00	MF Athletics	
98	Track & Field	1	Each	Hip Numbers 19-30 #7038-25	\$30.00	\$30.00	MF Athletics	
100	Track & Field	2	Each	#6028-4.0 4kg FIRST PLACE "SOFT" Indoor Shot Put	\$102.00	\$204.00	MF Athletics	
101	Track & Field	2	Each	#6026-B-12 12lbs FIRST PLACE "SOFT" Indoor Shot Put	\$122.00	\$244.00	MF Athletics	
104	Track & Field	4	Each	#6101 -600 gr. Turbo Jav	\$59.00	\$236.00	MF Athletics	
105	Track & Field	3	Each	#6101 -800 gr. Turbo Jav	\$75.00	\$225.00	MF Athletics	
109	Track & Field	2	Each	#1213-07-1 1/2 Green First Place Superband	\$42.00	\$84.00	MF Athletics	\$1,125.00
3	Football	1	Each	EXPO Dry Erase Cleaner Kit	\$16.99	\$16.99	Pyramid	
4	Football	1	Box	Dry Erase Markers (36 to a box) Multicolor (if possible)	\$36.95	\$36.95	Pyramid	
5	Football	1	Box	Dry Erasers (4 to a box)	\$5.96	\$5.96	Pyramid	
78	Baseball	20	Each	Champro Multi-Sport Tube Socks- Maroon, Medium	\$2.09	\$41.80	Pyramid	
82	Baseball	1	Each	Rawlings 37" Natural Maple Fungo Bat	\$69.95	\$69.95	Pyramid	
87	Softball	20	Pair	Rawlings Athletic Socks   Baseball/Softball   Large   Black	\$2.09	\$41.80	Pyramid	
88	Softball	1	Pack	Glover Baseball Softball Line-Up Cards	\$5.69	\$5.69	Pyramid	
89	Softball	3	Dozen	Dudley 12" NFHS Thunder Heat 43/147 Red Stitch Fastpitch Softballs	\$103.95	\$311.85	Pyramid	
93	Softball	1	Each	2026 Louisville Slugger Kryo - Drop 10 - 32" Fastpitch Softball Bat	\$379.95	\$379.95	Pyramid	
94	Softball	20	Each	Easton Walk-off NX Backback, maroon, A159059	\$61.50	\$1,230.00	Pyramid	\$2,140.94
12	Football	1	Each	Speedflex accessory kit (parts and tools to fix helmets)	\$400.00	\$400.00	Riddell	
13	Football	70	Each	Recondition Football helmets	\$135.71	\$9,499.70	Riddell	
14	Football	11	Each	Football Helmets Riddell SpeedFlex	\$459.00	\$5,049.00	Riddell	
30	Boys Soccer	2	Each	24 Pack Pinnies/Bibs for Training - red/blue and orange/green - Size Adult -	\$56.28	\$112.56	Riddell	
69	Wrestling	30	Each	Cotton t-shirts, maroon, Nike or Rudis brand, with 1 color gold block lettering on front and NE Shield logo on left sleeve	\$9.40	\$282.00	Riddell	
81	Baseball	30	Each	Team Shorts- black with screen printing team logo, various sizes	\$9.10	\$273.00	Riddell	\$15,616.26
1	Cross Country	5	Each	1/4" Spikes-MF Athletic-#6650-1/4-100 Per pack	\$11.70	\$58.50	Sportsmans	
2	Cross Country	10	Each	3/8" Spikes-MF Athletic-#6650-3/8-100 per pack	\$11.70	\$117.00	Sportsmans	
6	Football	100	Each	Mouthguards Boil and Bite	\$0.39	\$39.00	Sportsmans	
7	Football	2	Each	HEAVY DUTY NYLON SCRIMMAGE VEST (SET OF 12)	\$16.80	\$33.60	Sportsmans	
8	Football	6	Dozen	Champro Football Belt	\$9.60	\$57.60	Sportsmans	
9	Football	16	Each	Water Bottle 32oz (No carrier needed)	\$1.88	\$30.08	Sportsmans	
10	Football	10	Each	VARSITY GAME FOOTBALLS (Wilson WTF 1003) No substitutes	\$94.40	\$944.00	Sportsmans	
11	Football	8	Each	Junior High Footballs Wilson Size 8	\$34.80	\$278.40	Sportsmans	
15	Football	90	Each	Nike Custom Vapor Pro Jersey. 45 white & 45 maroon. Tackle Twill included	\$108.00	\$9,720.00	Sportsmans	
16	Football	90	Each	Nike custom vapor pro pant. 45 white & 45 maroon, logo on pants included	\$79.50	\$7,155.00	Sportsmans	
20	Football	1	Each	Rogers Athletic Portable Football Kicking Net 410351	\$658.00	\$658.00	Sportsmans	
21	Boys Golf	10	Dozen	Titleist Pro V1 Golf Balls, White, low #s, IMPRINT 'Picker Golf' (Black print on side)	\$53.50	\$535.00	Sportsmans	
22	Boys Golf	6	Dozen	Titleist Pro V1X Golf Balls, White, low #s, IMPRINT 'Picker Golf' (Black print on side)	\$53.50	\$321.00	Sportsmans	
23	Boys Golf	12	Each	AHEAD (C47LAR) Largo Team Hats--COLOR: University Bordeaux or Soft Yellow-- Custom North East Golf Logo (Front)-- 'Picker Golf' (Back)	\$53.50	\$642.00	Sportsmans	
24	Boys Golf	12	Each	Team Shirt--Foot Joy or Nike (Brand to be determined by color availability) NE GOLF LOGO on left chest or back yolk (coaches decision)	\$14.40	\$172.80	Sportsmans	
33	Boys Soccer	5	Each	VIVIDO Match Ball NFHS WS1001401XB05	\$94.80	\$474.00	Sportsmans	
34	Boys Soccer	15	Each	Adidas MLS Competition NFHS Soccer Ball 2022 No substitutes	\$36.50	\$547.50	Sportsmans	
35	Girls Soccer	2	Each	Soccer Official Scorebook	\$3.80	\$7.60	Sportsmans	

ITEM #	SPORT	QTY	UNIT	DESCRIPTION / ORDER	UNIT COST	TOTAL COST	VENDOR AWARDED	VENDOR TOTAL
43	Volleyball	5	6-Pack	Nike Cushion Crew Socks Dri Fit (1 small, 1 large, 3 med) White socks	\$20.40	\$102.00	Sportsmans	
45	Volleyball	12	Each	Baden   Perfection Indoor Official Game Volleyball Perfection VX5EC-210A	\$61.40	\$736.80	Sportsmans	
46	Volleyball	2	Each	Big Red Volleyball Scorebooks No substitutes	\$4.30	\$8.60	Sportsmans	
48	Volleyball	2	Each	Tandem Sport Deluxe Score Flipper with Handle	\$36.95	\$73.90	Sportsmans	
52	Boys Basketball	5	Each	Basketball scorebooks MARK V No substitutes (set up for new 5 fouls a quarter)	\$4.40	\$22.00	Sportsmans	
53	Boys Basketball	2	Each	Motivational Kits	\$158.00	\$316.00	Sportsmans	
54	Boys Basketball	2	Each	Slip -not replacement sheets Small Set SKU# 1298680	\$32.50	\$65.00	Sportsmans	
55	Boys Basketball	4	Each	Spalding Official On-Court Basketball Net No substitutes	\$19.50	\$78.00	Sportsmans	
56	Boys Basketball	10	Each	NCAA EVO NXT WZ1018901XB7 (Boys Ball)	\$103.20	\$1,032.00	Sportsmans	
57	Boys Basketball	1	Each	Trigon Heavy-Duty Lockable Ball Locker	\$259.90	\$259.90	Sportsmans	
58	Girls Basketball	15	Each	Reversible practice jersey	\$6.20	\$93.00	Sportsmans	
59	Girls Basketball	4	Each	Mark V Basketball Scorebooks w/fouls by quarter No substitutes	\$4.40	\$17.60	Sportsmans	
60	Girls Basketball	1	Each	Slip-not replacement sheets	\$32.50	\$32.50	Sportsmans	
61	Girls Basketball	12	Each	NCAA EVO NXT WZ1018901XB6 (Girls Ball)	\$103.20	\$1,238.40	Sportsmans	
70	Wrestling	30	Each	Practice shorts - Nike Flex Woven Short 2.0 no pockets- Men's	\$18.50	\$555.00	Sportsmans	
74	Wrestling	30	Each	Cliff Kean Warm-Up Jackets - Pinnacle (No substitutes - Must be Cliff Kean)	\$88.50	\$2,655.00	Sportsmans	
75	Wrestling	30	Each	Cliff Kean Warm-Up Pants - Pinnacle (No substitutes - Must be Cliff Kean)	\$77.80	\$2,334.00	Sportsmans	
76	Baseball	10	Dozen	TF Pro Baseball NFHS NOCSAE WC41100HS No substitutes	\$94.60	\$946.00	Sportsmans	
83	Baseball	1	Each	Rawlings Pro Glove Mallet	\$58.50	\$58.50	Sportsmans	
84	Baseball	20	Each	Maroon Baseball Belt	\$2.68	\$53.60	Sportsmans	
90	Softball	1	Each	Rawlings Official System-17 Baseball and Softball Scorebook (9 innings, 17 players)	\$3.80	\$3.80	Sportsmans	
95	Track & Field	15	Each	1/4" Spikes-MF Athletic-#6650-1/4-100 Per pack	\$11.70	\$175.50	Sportsmans	
102	Track & Field	12	Each	#3623-12 12"cones	\$5.60	\$67.20	Sportsmans	
103	Track & Field	12	Each	#3623-06 6"cones	\$2.49	\$29.88	Sportsmans	
108	Track & Field	1	Each	#3426-01 Power Hurdle	\$39.50	\$39.50	Sportsmans	\$32,784.76
118	Winter Cheer	20	Each	Custom bow- rhinestones, name, maroon, gold, white. Varsity -	\$24.61	\$492.20	Varsity	
120	Winter Cheer	20	Each	6" Holographic pom- maroon- Varsity	\$25.92	\$518.40	Varsity	
121	Winter Cheer	20	Each	6" Holographic pom- gold- Varsity	\$25.92	\$518.40	Varsity	\$1,529.00
						\$69,373.03		\$69,373.03

# beh Industries Inc.

538 Weaver Ave  
 Canonsburg, PA 15317  
 Phone ( 412) 855-8354

**Bill To:**  
 North East SD-MAINT  
 11193 Middle RD.  
 North East PA 16428

**Location of Work:**  
 North East SD-MAINT  
 11193 Middle RD.  
 North East PA 16428

*Capital Projects  
 WS  
 BJS*

**DATE:** March 12, 2026

**INVOICE # 6009**

**FOR:** North East High School

**REQ #:** 24000858 *-P.O. closed / Add on lights*

**Vendor #:** 003363

*32,4600.450.*

DESCRIPTION /NOTES	Quantity	Price
Remove old EMT label and trace switches then run liquid Tite with 10 wire through to energize 2 new LED strip fixtures, hooked up to 3 way switches ,and an EM Circuit. We used 50 ft of Liquid Tite, 250 foot of #10 wire, 40 foot of MC cable, connectors, reducers, MC Cable clamps, junction boxes on grid side, beam clamps, hardware, and hanging wire. This task required 12 electrician hours and 3 helper hours.	1	\$1,706.15
Install 6 EM modules, trace and rewire nightlights into the EM circuit. Uninstall the NORMAL lighting circuit and connect to the open buss on the em panel/ generator but maintain the nightlight switching option. Run 1000 ft of MC cable and install 22 junction boxes. This task required 77 electrician hours and 24 helper. (Material Only Still an outstanding balance of \$8485.59)	1	\$1,585.07
Library Fixtures and some hall fixtures with new whips used 132 junction boxes, MC connectors, 300' MC cable, beam clamps, and hardware. This task required 44 electrician hours and 52 helper. (Material Only still an outstanding balance of \$7240.50)	1	\$879.00
Gym material	1	\$480.00
Add 4 new 2x2 fixtures in the janitors office	1	\$384.38
labor, travel, and hardware	1	\$820.18
emergency fixtures.	1	\$681.75
CF42 recessed can fixture in the mail lobby.	1	\$185.00
<b>Sub TOTAL</b>		<b>\$6,721.52</b>

**THANK YOU FOR YOUR BUSINESS!**

# Business Manager's Memorandum

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To: Board of Directors

From: Jeffrey A. Fox, CPA, Business Manager

Date: April 7, 2026

Re: Elementary School Dish Machine Replacement – Food Service Fund

CC: Dr. Michele S. Hartzell, Superintendent  
Mr. Brian Emick, Assistant to the Superintendent  
Mrs. Denise Pyle, Food Service Supervisor

It is my recommendation that we accept the following quote for the North East Elementary School Dish Machine from HRI Supply & Design, Inc. in the amount of \$54,839.50. We solicited quotes from three (3) vendors and the results are as follows:

Curran Taylor, Inc.	\$60,208.40
Great Lakes	no bid due to electrical component of specifications
<b>HRI Supply &amp; Design, Inc.</b>	<b>\$54.839.50</b>



# Quote

02/27/2026

## COMMERCIAL FOOD SERVICE

<b>To:</b> North East Elementary School Denise Pyle 50 E Division St. North East, PA 16428	<b>Project:</b> F0010 -NESD ES - Dish Machine	<b>From:</b> HRI Supply & Design, Inc. RJ Johnson 2630 Cherry Street Erie, PA 16508 (814) 453-4747
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*Our Service and Prices will bring you back for seconds!*

Sales tax is not included in this quote and is the responsibility of the owner if applicable.

HRI Hours of Operation:

Deliveries, installs and service calls will occur Monday - Friday between the hours of 7:30 am to 3:30 pm. Any operations outside of these hours or days of the week may be arranged, but at an additional cost.


HRI Commercial Food Service proudly provides this quote following the Pennsylvania State Contract and COSTARS Program.

- **Pennsylvania State ID:** 157602
- **COSTARS Contract #:** COSTARS-036-E22-042

**Disclaimer:** Pricing is subject to change based on prevailing tariffs, regulations, and market conditions. HRI Commercial Food Service reserves the right to adjust quoted prices in response to changes in applicable duties, taxes, or import/export restrictions.

Should you have any questions, or if I can be of further assistance, please do not hesitate to let me know. Thank you for the opportunity to be of service and for your consideration!

Item	Qty	Description	Sell	Sell Total
1	1 ea	DISHWASHER, CONVEYOR TYPE	\$26,561.00	\$26,561.00

Item	Qty	Description	Sell	Sell Total
		Hobart Conveyor Dishwasher, single tank, (202) racks/hour, insulated hinged doors, .45 gallon/rack, Complete Delime with Booster Guard, Touch Screen Controls with diagnostics, troubleshooting, and SmartConnect App, capless wash arms, NSF Pot & Pan mode, cULus, NSF, ENERGY STAR®, Factory Startup - Free for installations within 100 miles (accessible by public roadway) of a Hobart Service Office during normal business hours with appropriate notice; Installation beyond 100 miles or those not accessible by public roadway will be quoted by Service.		
	1 ea	Oversized units with crated shipping dimensions greater or equal to 72" in length and/or 90" in height. If delivery is to a facility without a standard height dock, additional shipping charges will apply depending on the service requested. consult Factory.		
	1 ea	Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA		
	1 ea	208v/60/3-ph Single point connection standard (field convertible to dual point)		
	1 ea	Standard Height 19.5"H x 22"W opening, fits full-sized sheet pan, horizontal		
	1 ea	Electric tank heat 15kW	\$2,904.00	\$2,904.00
	1 ea	With 18 kW Booster (default)	\$4,928.00	\$4,928.00
	1 ea	Left to right operation		
	1 ea	Without Blower Dryer		
	1 ea	Water Softening System, 2,527 grains/lb capacity, 5 gallons regeneration volume, & salt alarm, holds 1 bag of salt, pricing DOES NOT include standard installation. INSTALLATION BY AUTHORIZED HOBART SERVICE OFFICE IS RECOMMENDED (NET)	\$3,040.00	\$3,040.00
	1 ea	Drain water tempering kit for CL models	\$1,665.00	\$1,665.00
	1 ea	Accessory Installation - For installations within 100 miles (accessible by public roadway) of a Hobart Service Office during normal business hours with appropriate notice; Installation beyond 100 miles locations in Alaska, Hawaii or New York City or those not accessible by public roadway will be quoted by Service. Includes installation of this item only, final electrical or plumbing connections by others. Recommendation: coordinate accessory installation with machine assembly/ installation (NET)	\$696.00	\$696.00
	2 ea	E-series vent hood domestic (adjustable)	\$1,238.00	\$2,476.00
	8 ea	Rack, 6 sheet pan <b>(note: to share between multiple schools)</b>	\$409.00	\$3,272.00
	1 ea	Table limit switch for CL & CLEN series	\$507.00	\$507.00
	1 ea	Standard feet <b>Replacing SN: 85-1015027</b>		
			<b>ITEM TOTAL:</b>	<b>\$46,049.00</b>

Item	Qty	Description	Sell	Sell Total
2	1 ea	<b>ELECTRICAL WORK</b> Custom	\$2,942.50	\$2,942.50
		- Removal & Disconnect		
		- Disconnect and remove existing feeds to dishwasher and booster heater.		
		- Remove existing electrical feed from 100-amp disconnect to dishwasher.		
		- Cap, insulate, and properly secure existing conductors.		
		- Seal and cover opening in stainless steel plate to maintain a safe and clean installation.		
		- New Electrical Installation		
		- Install new 150-amp, 208-volt, 3-phase feed for new dishwasher.		
		- Run new conductors in seal-tight conduit from existing 200-amp disconnect.		
		- Route conduit through chase under dish rack to new dishwasher location.		
		- Replace existing fuses in disconnect with new 150-amp fuses.		
		Exclusions		
			<b>ITEM TOTAL:</b>	<b>\$2,942.50</b>
			Merchandise	\$48,991.50
			Installation	\$5,848.00
			Total	\$54,839.50

**PAYMENT TERMS:**

100% Payment Due Net 10 Days Upon Shipment

**NOTE:** PREVAILING WAGES INCLUDED IN PRICE

**SCOPE OF WORK:**

Price includes freight, normal delivery, un-crating, and set-in place of the above equipment. Final electrical and/or plumbing connections are also included in the pricing, as well as startup, testing, and troubleshooting of the equipment. The customer is responsible for providing all electrical, plumbing, and mechanical rough-ins needed for the complete operation of the new equipment.

**HRI COMMERCIAL FOOD SERVICE TERMS AND CONDITIONS**

The following terms and conditions (the "Terms") shall apply to all Goods and/or services furnished by Seller to Buyer in connection with this Agreement, which Terms are shall be deemed to be a part of this Agreement.

**1. Acceptance.** The Terms govern all sales and furnishing of Goods and/or services by Seller. Seller agrees to supply and furnish the ordered Goods and/or services only upon the Terms contained herein. Seller's acceptance of Buyer's order and agreement to deliver the Goods and/or provide the services is expressly made conditional on Buyer's acceptance of Seller's Terms set forth herein as a part of this Agreement. Any additional or different terms proposed by Buyer, whether in a purchase order or otherwise, are expressly rejected by Seller and are not part of these Terms. These general Terms together with the terms set forth above collectively constitute the Agreement.

**2. Limited Warranty.** EXCLUSIVE OF ANY MANUFACTURER WARRANTY, SELLER DOES NOT MAKE AND HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller will provide reasonable assistance to Buyer at no cost to Seller in obtaining the benefits of any such manufacturer warranties.

No agent or representative of Seller is authorized to change this warranty or to give any other warranty, express or implied, and no such agent or representative is authorized to make any representations concerning Seller's Goods or services which are not subject to the qualifications and to the limitations of liability hereinabove expressed and all such warranties and/or representations are hereby waived.

**3. No Returns.** No Goods shall be subject to return and no returns shall be accepted unless the Goods are subject to return to the manufacturer or vendor where the Seller purchased the equipment or item from and only to the extent that the manufacturer or vendor processes the return. Buyer shall be responsible for any and all fees or charges associated with any such returns, including but not limited to any restocking fees and shipping costs. All such fees and charges may be assessed and deducted from any refund amount due to Buyer before any refund amount is issued if the same are not paid for directly by the Buyer.

**4. Limitation of Remedies and Liability.** In the event of Seller's liability, whether based on contract, warranty, tort, negligence, strict liability or otherwise, Buyer's sole and exclusive remedy will be limited to, as permitted by law, at Seller's option, the repair or replacement by Seller of any nonconforming Goods or services for which claim is made by Buyer, in accordance with these Terms. SELLER SHALL NOT BE LIABLE TO BUYER, ANY USER OF THE GOODS OR SERVICES, OR ANY THIRD PARTY FOR LOST PROFITS, LOSS OF BUSINESS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR ANY OTHER LOSSES, DAMAGES OR EXPENSES, DIRECTLY, OR INDIRECTLY ARISING FROM THE SALE, DELIVERY, NON-DELIVERY, SERVICING, REMANUFACTURE, HANDLING, USE OR LOSS OF USE OF THE GOODS OR SERVICES OR ANY PART THEREOF, OR FROM ANY OTHER CAUSE RELATING THERETO, OR FROM ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED, EVEN THOUGH SELLER MAY HAVE BEEN NEGLIGENT. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY TO BUYER WITH RESPECT TO ANY GOODS OR SERVICES DELIVERED PURSUANT TO ANY ORDER EXCEED THE NET PROCEEDS ACTUALLY RECEIVED BY SELLER HEREUNDER FOR THE GOODS OR SERVICES COVERED BY SUCH AGREEMENT/ORDER. Any action brought relating to the Goods or services must be commenced within one (1) year from the date of delivery, except that an action for nonpayment may be brought by Seller at any time within thirty-six (36) months from the date payment became ninety (90) days past due.

**5. Risk of Loss.** The risk of loss due to casualty or destruction shall be borne by Buyer upon delivery of the Goods to Buyer's facility or facilities as specified herein. Notwithstanding passing of the risk and later delivery, the Goods remain the property of Seller until Buyer pays to Seller the agreed Purchase Price for the Goods (together with any accrued interest) and any other sums whatever is due from Buyer to Seller. Until title to the Goods passes to Buyer, Buyer shall hold the Goods on a fiduciary basis and shall not part with possession of the Goods otherwise than in the ordinary course of business, shall take proper care of the goods and take all reasonable steps to prevent damage to or deterioration of them, shall keep the goods free from any charge, lien or other encumbrance, and shall segregate the Goods in such a way as to show clearly that they belong to Seller. Until title to the Goods passes to Buyer, Buyer shall insure the Goods for their full value with a reputable insurer and, upon request, shall use reasonable endeavors to have Seller's interest noted on the insurance policy. Until the title to the Goods passes to Buyer, Buyer shall hold the proceeds of any claim on the insurance policy in trust for Seller and shall immediately account to Seller with the proceeds.

**6. Indemnification.** Buyer agrees to indemnify, defend and hold harmless Seller, its owners, officers, directors, employees, representatives and any affiliate, subsidiary or successors in interest of Seller and the owners, officers, directors, employees and representatives thereof, from and against any and all damages, claims, expenses (including reasonable attorneys' fees), losses or liabilities of any nature whatsoever, and whether involving injury or damage to person or property, and any and all suits, causes of action and proceedings thereon arising or allegedly arising out of, based upon or attributable to (i) Buyer's negligence or willful misconduct; (ii) any default, breach or misrepresentation by Buyer hereunder; (iii) use, ownership, modification, maintenance, transfer, transportation or disposal of the Goods or services sold hereunder; (iv) any infringement or alleged infringement of the intellectual property rights of others arising from Buyer's plans, specifications (including Buyer's trademarks and brand names) or production of the Goods or provision of the services ordered by Buyer; and (v) Buyer's violation or alleged violation of any federal, state, county or local laws, regulations or ordinances, including without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices. Buyer hereby waives and releases Seller from all rights of contribution or indemnity to which it may otherwise be entitled. Upon the occurrence of any event referenced herein for which Seller is entitled to indemnification, Seller shall have all of the rights and remedies available to it at law, in equity, in bankruptcy or otherwise.

**7. Intellectual Property; Infringement.** Seller has specific know-how and expertise in the design and manufacturing of the Goods, and has developed or may as part of the design and manufacturing of the Goods for Buyer develop certain inventions, techniques, processes or designs ("intellectual property") which it will incorporate into the Goods and/or services. Buyer acknowledges that it will not be obtaining any ownership rights in such intellectual property, and that any and all intellectual property, ideas, inventions, documents, data, programs, technologies, source code or object code, and/or other materials developed or produced by Seller either prior to the date of these Terms or in the design or manufacturing of Goods for Buyer are and shall remain the sole and exclusive intellectual property of Seller. Seller grants to Buyer a royalty-free, nonexclusive, non-transferable, non-sublicensable license to any and all intellectual property which is incorporated in any Good, which license shall terminate upon the termination of Seller's supply relationship with Buyer. If the Goods sold hereunder are to be prepared for manufacture according to Buyer's specification, Buyer shall defend, hold harmless and indemnify Seller against any claims, liability, costs or attorneys' fees incurred, in relation to any claim for patent or trademark infringement.

**8. Force Majeure.** Seller shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control either of Seller or of suppliers to Seller or of the manufacturer of the Goods, including but not limited to, failure or delay in transportation, acts of any government or any agency or subdivision thereof, judicial action, labor disputes, fire, accident, or acts of nature, shortage of labor, fuel, raw material or machinery or technical failure. If any contingency occurs, Seller may allocate production and deliveries among Seller's customers. Buyer agrees to accept partial delivery of Goods in Seller's possession.

**9. Confidentiality.** In the event Buyer's personnel visit Seller's offices/warehouse or Buyer otherwise receives any proprietary or confidential information from Seller, such information shall be retained as confidential by Buyer and not be used or disclosed to any third party without the written consent of Seller. Seller retains all rights in any invention, improvement, discovery or patent it conceives relating to the Goods and/or services delivered hereunder.

**10. Price.** All payments shall be in United States currency. If there is a delay in completion of shipment of said order, due to any change requested by Buyer, or as a result of any delay on Buyer's part in furnishing information required for completion of the order, the Purchase Price agreed upon at time of acceptance of order shall also be subject to change without notice to Buyer. The Purchase Price is exclusive of all taxes-federal, state or local and all freight/shipping charges unless otherwise noted, payment of which shall be the exclusive obligation of Buyer. There will be added to the Purchase Price set forth in this Agreement any sales or other tax or duty which Seller may be required to collect or pay upon the sale of Goods and/or services quoted. If any such amounts are not included in invoice of the Goods and/or services, they may be invoiced separately later. If Seller is required store any Goods at Seller's warehouse for longer than thirty (30) days from the date of delivery to Seller's warehouse, Seller may charge Buyer reasonable storage fees.

**11. Seller's Confirmation; Authorization to Order.** The mutual execution of this Agreement shall constitute Seller's confirmation and authorization to order the Goods and/or perform the services; provided, however, Seller shall not place any orders for Goods until such time that payment of the Down Payment is received and clears into Seller's bank account.

**12. Payment.** Payment of invoices shall be made in accordance with the terms of each invoice. Unless otherwise provided in the invoice, all payments must be received by Seller net ten (10) days from the date of such invoice. Time shall be of the essence of payment. All payments must be in United States currency. If any payment of payment is not received within 10 days of invoice all equipment orders will be put on hold and no equipment will be delivered to site. If equipment orders or deliveries are put on hold, the Seller reserves the right to collect the outstanding balance amount of the contract prior to delivery, set in place. If Buyer shall make default in any payment when due, in addition to all remedies hereunder, Seller may at its option declare the entire balance of the Purchase Price to be immediately due and payable. Should any past due and unpaid balance be placed for collection by Seller with any attorney or collection agent, the Purchase Price shall include an additional 15% of said balance for collection fees.

Furthermore, Seller may suspend the delivery of Goods to Buyer where any amounts are overdue under any contract until all such amounts have been paid. Interest is payable on overdue accounts at the rate of 1.5%, compounded monthly, until paid in full (the "Default Rate").

**13. Confession of Judgment.** In the event that payment is not made in accordance with the terms herein, Buyer authorizes any Prothonotary, or any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as of any term, with or without complaint filed, to confess judgment or judgments against it and in favor of the holder hereof for the total Purchase Price or, if delivery is not taken by Buyer, at Seller's option for all damages and expenses incurred by Seller, together with interest, the costs of suit and with fifteen (15%) percent attorney's commission for collection, with or without declaration, release of errors and without stay of execution; and for value received does waive the right and benefit of any present or future law of this or any other state exempting property, real or personal, from levy and sale on execution; and, if levy be made on real estate, does also waive the right of inquisition and consents to the condemnation thereof with full liberty to sell the same on Writ of Execution, with release of errors thereon. Interest on any such judgment shall accrue at the Default Rate. No single exercise of the foregoing power to confess judgment, or a series of judgments, shall be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void, but the power shall continue undiminished and it may be exercised from time to time as often as the Seller shall elect until such time as the Seller shall have received payment in full of the total amount due, interest and costs. Buyer understands and agrees that any exercise of the foregoing power by the Seller is for the benefit of the Seller without regard for the interests of the Buyer. The Seller, any Prothonotary and any attorney exercising the foregoing power to confess judgment shall have none of the duties specified in 20 Pa.C.S. §5601.3(b).

Buyer hereby represents that the Goods and services provided by Seller are for the purpose of carrying on a business, professional or commercial activity, and not for personal, family or household purposes.

**14. Installation; Technical Advice.** Unless as otherwise agreed to in writing by Seller, Buyer assumes responsibility for the installation and maintenance of all purchased Goods. Seller may provide installation and on-site technical support and maintenance services available at Seller's then prevailing rates.

**15. Delivery.** Buyer represents that it is the owner or lessee of the premises wherein the Goods are to be delivered and set in place and/or services are to be provided. The promised delivery date provided in this Agreement, if any, is the best estimate possible of when the Goods will be shipped. Time for delivery is NOT of the essence and shall not be made so by the service of any notice. Seller shall not be liable for any loss, damage, incidental or consequential damage due to delays. Carrying charges may be imposed on Buyer for shipment, which are delayed at the request of Buyer. If Buyer refuses or fails to take delivery of the Goods tendered in accordance with the Terms hereof, Seller may terminate this contract, may dispose of the Goods as it sees fit and may recover from Buyer any loss and additional costs incurred as a result of such refusal or failure (including, without limitation, reasonable storage fees). Unless as otherwise agreed to by Seller in writing, the Goods may be delivered in installments to Buyer at any time during at any time at the locations set forth above Monday-Friday between 8:00 AM-3:30 PM (except national holidays) following Seller's receipt of the Goods and each such installment shall be treated as a separate contract. Unless as otherwise agreed to by the parties, Seller shall deliver the Goods in full truckloads, and any partial truckloads may incur additional cost and expense to Buyer. Buyer shall pay for the actual Goods delivered.

**16. Course of Performance.** The fact that Seller may accept or acquiesce in a course of performance shall not affect the terms herein, though Seller knows of the nature of the performance and has an opportunity to object to it. In no event shall any such action constitute or be deemed a waiver of any right, claim or defense against Buyer.

**17. Security Interest.** To secure payment for all sums due hereunder or otherwise, Seller hereby reserves a security interest in and to all Goods delivered hereunder and these Terms shall be deemed a security agreement under Uniform Commercial Code (“UCC”) or other applicable law. Buyer hereby authorizes Seller as its attorney-in-fact to execute and file on Buyer’s behalf all documents Seller deems necessary to perfect such security interest.

**18. Representation of Solvency.** Buyer hereby represents that it is solvent, and that on each delivery this representation shall be deemed renewed unless notice to the contrary is given in writing by Buyer to Seller at or before delivery of the Goods or performance of any of the services.

**19. Right to Identify Goods.** If Buyer wrongfully rejects or revokes acceptance or fails to make a payment due on or before delivery or repudiates this Agreement in whole or in part then, notwithstanding any other remedy available to Seller, Seller may identify to the contract any conforming finished Goods in Seller’s possession or control at the time Seller learns of the breach, or if the Goods at such time are unfinished Seller may either complete the manufacture and wholly identify the Goods to the contract or cease manufacture and resell for scrap or salvage value or proceed in any other reasonable manner, including proceeding against Buyer for any delinquency that may result from such identification or resale for scrap or salvage value.

**20. Right to Stop Goods in Transit.** If Buyer becomes insolvent, repudiates, or fails to make payment when due, before delivery to Buyer, Seller shall have the right to stop delivery of the Goods.

**21. Right of Resale.** In the event of any breach, termination, cancellation or repudiation of or under this Agreement by Buyer or any failure of Buyer to comply with the provisions hereof, Seller may resell any Seller-owned Goods covered hereby which have not already been delivered to and paid in full by Buyer, together with any Seller-owned Goods reclaimed by Seller or as to which Seller may agree to accept return, at one or more public or private sales, at wholesale or otherwise, and recover from Buyer the amount by which the Purchase Price established in this Agreement exceeds the amounts so received, together with all incidental damages occasioned by the default of Buyer.

**22. Reorders.** Reorders, at Seller’s option, may require a new written agreement. Any reorders accepted by Seller but not placed pursuant to a new written contract shall be governed by the terms and conditions stated herein.

**23. Termination.** Seller may cancel this Agreement if any of the following occurs: (a) Buyer becomes insolvent; (b) Buyer ceases to conduct operation in the normal course of business; (c) Buyer is unable to meet its obligations as they mature, or admit in writing such inability; (d) Buyer files a voluntary petition in bankruptcy; (e) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) A receiver, custodian or trustee is appointed for Buyer or for a substantial part of your property; (g) Buyer fails to make payment on the terms and within the time specified in this contract; or (h) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation, Seller shall have all rights and remedies set forth herein and as set forth in the UCC of any applicable jurisdiction and all other remedies available at law or in equity.

**24. Cancellation.** Orders canceled or terminated by Buyer for reasons not the fault of Seller are subject to cancellation charges in addition to costs incurred by Seller.

**25. Payments In Advance.** If, in Seller's judgment, the financial condition of the Buyer at any time does not justify continuance of production, or shipment on the terms of payment originally specified, Seller may require full or partial payment in advance or other adequate assurance of payment satisfactory to Seller.

**26. Licenses and Consents.** If a license or consent of any third party (including without limitation, any governmental or other authority) is required in connection with Buyer's purchase or use of the Goods, Buyer shall obtain the license or consent at its own expense and produce evidence of it to Seller on demand. Failure to obtain any license or consent does not entitle Buyer to withhold or delay payment hereunder. Any additional expenses or charges incurred by Seller resulting from such failure shall be paid by Buyer.

**27. Remedies.** All the moneys paid by the Buyer to the Seller at the time of the signing of this agreement or prior to the delivery of the articles purchased may, in the event of default on the part of the Buyer, be retained by the Seller on account of the Purchase Price or as liquidated damages for breach of contract as the Seller shall elect. The rights and remedies reserved to Seller herein shall be cumulative and additional to all other remedies provided by law and equity. Seller shall be entitled to recover costs and attorney fees in the enforcement or defense of any rights hereunder. All of the provisions of this Agreement relating to the rights and remedies of the Seller shall extend to and apply equally to all Goods and/or services purchased or ordered by the Buyer as extras to the items covered by this Agreement.

**28. Survival.** Any indemnification or confidentiality obligation set forth herein shall survive the termination or expiration of these Terms and any contemplated or actual business relationship between the parties.

**29. No Waiver.** Failure by Seller to enforce any term or condition herein shall not be construed as a waiver of that or any other term or condition. No waiver shall be binding against Seller unless in writing and signed by an officer of Seller, and any such waiver shall be limited to the particular instance referenced.

**30. Assignment.** These Terms are binding upon and inure to the benefit of the parties and the successors and assigns of the entire business and goodwill of Buyer but shall not be otherwise assignable, without the prior consent of Seller.

**31. Entire Agreement.** This Agreement, including all exhibits and attachments referenced herein and attached hereto, contains the entire agreement of the parties relating to the subject matter hereof and may not be waived, changed, modified, extended or discharged orally but only by agreement in writing and signed by, the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought or by a written change order signed by the parties hereto. There is no agreement, oral or written, which is not set down herein and no salesman or other agent of the Seller has authority to vary, either orally or in writing, the terms hereof.

**32. Governing Law.** This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law. The parties hereby consent to the exclusive personal jurisdiction and venue of the United States District Court for the Western District of Pennsylvania, Erie Division unless subject matter jurisdiction is not satisfied, in which case each party hereby submits to the exclusive personal jurisdiction and venue of the Court of Common Pleas of Erie County, Pennsylvania. Buyer and Seller expressly exclude the application of the United Nations Convention on Contracts for the International Sales of Goods, as amended.

**33. Severability.** In the event that any provision of these Terms is held invalid under any applicable statute or rule of law, then to the maximum extent permitted by law, such provision shall be deemed severable from these terms and conditions, and the remainder of the terms and conditions shall be construed, to the extent possible, in accordance with the original intent of the parties.

**34. Non-Exclusive.** Nothing contained herein shall be construed to establish an exclusive relationship between Seller and Buyer.

**35. Headings.** The headings used herein are for reference purposes only and shall not affect the meaning or interpretation of these Terms

**36. Signed in Duplicate; Counterparts.** This Agreement is to be executed in duplicate, each being declared an original, Buyer to receive one of the same; but none of said originals shall become effective or binding on Seller until approved by the Seller's authorized representative. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the Buyer and Seller and may be used in lieu of the original Agreement for all purposes. Signatures of the Buyer and Seller transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

**Quote Expiration**

Prices are valid for 30 calendar days unless stated otherwise.

**Important Note**

Our staff is working diligently with our supply partners to minimize the potential affects as much as possible. Frequent price increases for materials and supplies has limited our ability to hold our quoted prices any longer than 30 days after receiving the quote. We greatly appreciate your patience and apologize for any inconvenience and appreciate your business!

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

Printed Name: \_\_\_\_\_

Project Grand Total: \$54,839.50

**CONTRACT for Language Instructional Education Program  
Services Northwest Tri-County Intermediate Unit 5  
School Year 2026-2027**

**Education Entity:** North East School District (“Education Entity”)

**Description of Services**

The Northwest Tri-County Intermediate Unit 5 (IU5) offers a Language Instructional Education Program (LIEP) for English Learners (ELs). Services provided will assist member Education Entity in meeting some of the requirements for their LIEP and support compliance with existing state and federal regulations. The IU5’s LIEP services include referral/intake, screening/assessment of language proficiency, individual or small group direct instruction, staff development, supervision, logistics/scheduling, alignment with school curriculum, and instructional and professional resources.

**Term**

The term of the contract shall be July 1, 2026 to June 30, 2027.

**Referral/Intake**

Students will be referred by the building’s principal through the Education Entity LIEP contact person directly to IU5, School Improvement Services, LIEP Supervisor. Referral forms will be provided by IU5. The Education Entity will refer students for a screening assessment which will be scheduled on an individual basis within recommended time guidelines.

**Assessments**

Assessment of the student’s language proficiency will help determine the need for instruction in the LIEP, measure student progress, and assist in the decision to exit students from the program. Assessment procedures and instruments may include:

- WIDA Screener
- Student Observation
- Portfolio Assessment
- Performance Assessments
- Parent/Teacher Interview
- Proficiency Checklist/Running Records
- Informal Language Proficiency Assessments
- Assessing Comprehension & Communication in English State-to-State for English Learners (ACCESS for ELs)
- Measure of Developing English Language (MODEL)
- Reclassification Inventory

**Instruction**

Students will receive direct instruction individually or in small groups on a regularly scheduled basis. The extent of direct services will depend upon assessed students’ needs and state-established guidelines for the LIEP. The IU supervisor(s) and/or LIEP teacher(s) will collaborate with Education Entity staff to develop a schedule for instruction based upon student needs and availability. Instruction in the program will follow available planned course content utilizing strategies and techniques appropriate for ELs.

**Staff Development**

The IU5 Staff Development Program will focus on techniques, strategies, and use of appropriate materials for the LIEP. All staff will be provided with the necessary training and be appropriately certified. Instructors will be knowledgeable in teaching students who are culturally and linguistically diverse. Throughout the school year, sessions will be planned for disseminating and sharing program information and instructional techniques and strategies. This time will not interfere with scheduled instructional time, if possible. IU5 LIEP teachers will be encouraged to attend staff development opportunities offered by

IU5, PDE, colleges/universities, or other entities that relate to instruction and/or skills and knowledge that improve interaction with ELs or their families.

**Supervision**

IU5, School Improvement Services, will be responsible for program services, on-site supervision, and evaluation of the LIEP teachers.

**Resource Materials**

Instructional, supplemental, and professional materials may be supplied by the Northwest Tri-County Intermediate Unit 5.

**Policies**

The LIEP teachers employed by IU5 will follow policies as outlined in the IU5 Employee Handbook and/or supplemental contracts and the policies of the Education Entity, including their LIEP Education Entity plan.

**Extended School Year**

Services under this contract may include Extended School Year (ESY) services, as determined by the Education Entity. ESY services shall be charged the hourly rate as determined based upon the IU5 teachers and staff provided, in accordance with the terms of this agreement.

**Termination**

Either party shall have the right to terminate this agreement, with or without cause, at any time upon thirty (30) days written notice. For these purposes, notice shall be given in writing to the parties at the following addresses:

Northwest Tri-County Intermediate Unit 5  
School Improvement Services  
252 Waterford Street  
Edinboro, PA 16412

North East School District  
50 East Division Street  
North East, PA 16428

**Unavailability of Staff**

In the event IU5 is unable to find and hire qualified staff for LIEP services and provides written notice to the Education Entity, the Education Entity may terminate this contract immediately. IU5 shall not be liable for claims for damages or costs of the Education Entity or any third party arising from its inability to find and hire qualified staff in a timely manner. Education Entity acknowledges it is the LEA responsible for LIEP services and agrees to indemnify and hold IU5 harmless from any such claims or awards.

**Cost**

All LIEP services will be provided at an estimated hourly rate of \$ 134.26 /hour. This rate includes the teacher's hourly rate, mileage, required benefits for staff, supervisory and clerical support, and supply monies. At the end of the school year, all expenses will be reconciled to determine actual costs. Any extra funds will be returned to the Education Entity. If there are any expenses in excess of those funds collected, the Education Entity will then be invoiced by IU5.

The Education Entity will be billed for the designated number of hours a teacher is scheduled to work with a student, even when the student is absent. If a long-term student absence occurs, the Education Entity must notify the IU5 LIEP Supervisor as soon as possible and the teacher's schedule will be adjusted accordingly. This will enable IU5 to retain qualified teachers in the LIEP.

**Indemnification**

1. Acts of IU5 Teachers and/or Staff: IU5 shall defend, indemnify, hold free, and save harmless the Education Entity from any loss, action, demands, suits, judgments, and claims of any kind,





# Wellness Policy Assessment Tool and Report Template

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## Background

Federal regulations at [7 CFR 210.31](#) require local education agencies (LEAs) participating in the National School Lunch Program to complete an assessment of their local school wellness policy at least once every three years and make the results available to the public. This triennial assessment must measure the implementation of the local school wellness policy and include:

- The extent to which schools under the jurisdiction of the LEA are in compliance with the local school wellness policy;
- The extent to which the LEA's local school wellness policy compares to model local school wellness policies; and
- A description of the progress made in attaining the goals of the local school wellness policy.

In addition to the assessment, action planning documents that contain timelines, goals, and key tasks are encouraged to assist LEAs in assessing changes over time.

## Triennial Assessment Tool and Report Template

When completed in full, this form may serve as both a triennial assessment tool and a public report to meet the requirements in federal regulations and prepare for the Administrative Review by the Pennsylvania Department of Education (PDE), Bureau of Food and Nutrition. This document is intended to be completed using LEA-level information; however, the LEA may determine that a report from each school site, or alternatively, each school level (i.e., elementary, middle, high school) works better in assessing compliance and progress over time. For larger school districts, reporting on a district level may be challenging due to variation in sites' programs and progress in attaining wellness goals. If completing this report for the entire LEA, answer questions using the best available information and consider noting individual building variations or concerns in the "notes" sections.

In the left columns, indicate whether the listed goal or practice is included in your local school wellness policy. **Bolded** policy elements are required by federal regulation. When bolded items are not in the local policy, include an explanation. This tool uses the Pennsylvania School Boards Association's school wellness policy template (available on PDE's [Local School Wellness Policy Information webpage](#)) as the model wellness policy for comparison purposes, but it can be used regardless of the template used to develop your local policy.

In the right columns, indicate implementation of the goal or practice at schools within the LEA. LEAs are always encouraged to develop additional policy elements and goals for schools under their jurisdiction to create a supportive environment for student nutrition and physical activity.

Space is provided at the end of the form for the LEA to describe the progress made in attaining the goals of the local school wellness policy, which is a federal requirement.

Note: LEAs may use a different tool to assess compliance, compare the local policy to a model policy, and describe the progress of wellness goals and objectives. For example, the [Wellness Policy in Action Tool \(WPAT\)](#) developed by the Centers for Disease Control and Prevention in collaboration with the UConn Rudd Center for Food Policy and Health is a comprehensive self-assessment tool that LEAs may use to meet USDA's triennial assessment requirements.

## Wellness Policy Assessment Tool and Report Template

LEA / District Name:

Date Completed:

Name(s) of Reviewer(s):

School Name (if applicable):

Select grades:

PK K 1 2 3 4 5 6 7 8 9 10 11 12

Included in the written policy?

Yes No

Implemented in the school building(s)?

Fully in Place Partially in Place Not in Place

### Public Involvement, Notification, and Assessment

**We have LEA official(s)/designee(s) in charge of wellness policy compliance.**

Name(s)/Title(s):

**We complete an assessment of the local school wellness policy at least every three years (“triennial assessment”).**

**Triennial assessment results are made available to the public in an easily accessible manner.**

Website address and/or description of how to access copy:

**At least every three years we use the results of the triennial assessment to update or modify the wellness policy as needed.**

**The LEA informs and updates the public about the contents, updates, and implementation of the wellness policy at least annually and the policy is accessible to the public.**

Website address for policy and/or description of how to access copy:

We retain records as required by federal regulations including:

- The written school wellness policy,
- Documentation of making the wellness policy publicly available,
- Documentation of outreach efforts inviting stakeholders to participate in the wellness committee / wellness policy process, and
- Copy of triennial assessment and documentation of reporting results to public.

**The LEA utilizes a wellness committee that includes these community stakeholders in the development, implementation, review, and update of the wellness policy:**

- Administrators  Food service staff  School health professionals
- Parents  School board members  PE teachers  Students
- Public

Other stakeholders (describe):

Notes on public involvement, notification, and assessment:

### Nutrition Education\*

Nutrition education is provided within PDE’s sequential, comprehensive health education standards.

We teach, model, encourage, and support healthy eating through nutrition education.

## Wellness Policy Assessment Tool and Report Template

**Included in the written policy?**

Yes    No

**Implemented in the school building(s)?**

Fully in Place    Partially in Place    Not in Place

We provide all students with knowledge and skills for healthy lives via nutrition education.

We offer age-appropriate nutrition education and activities to students in:

Elementary School     Middle School     High School

Our nutrition education curriculum teaches behavior-focused skills such as menu-planning, reading nutrition labels, and media awareness.

School food service and nutrition education classes work together to create a learning laboratory.

In addition to meeting academic standards for nutrition education, we integrate nutrition education into a variety of subjects (e.g., math, science, language arts).

We reinforce lifelong lifestyle balance by linking nutrition and physical activity.

Staff providing nutrition education receive standards-based training and professional development.

We engage and involve families and the community in nutrition education efforts.

Other goal (describe):

Notes on goals for nutrition education:

### Nutrition Promotion\*

We use evidence-based techniques and nutrition messages in school and encourage participation in school meal programs.

We participate in Farm to School activities such as having a school garden, taste-testing local products, incorporating local foods into school meals, and educating students in the classroom and on field trips about local agriculture.

We cooperate with community agencies and organizations to provide opportunities for student projects related to nutrition.

We implement behavioral economics techniques in the cafeteria to encourage consumption of whole grains, fruits, and vegetables and to decrease plate waste.

We display and disseminate consistent nutrition messages in schools, classrooms, cafeterias, homes, community, and media.

Our staff model healthy eating in front of students and avoid using unhealthy foods in classroom lesson plans.

We offer health and nutrition resources to parents to help them provide healthy meals for their children.

Other goal (describe):

Notes on goals for nutrition promotion:

### Physical Activity\*

We provide a variety of developmentally appropriate opportunities for physical activity during the school day for all students.

We contribute to the effort to provide students daily opportunities to accumulate at least sixty minutes of age-appropriate physical activity daily as recommended by the CDC.

## Wellness Policy Assessment Tool and Report Template

**Included in the written policy?**

Yes    No

**Implemented in the school building(s)?**

Fully in Place    Partially in Place    Not in Place

In addition to planned physical education, we offer activities such as indoor and outdoor recess, before and after school programs, intramurals, interscholastic athletics, and clubs to meet the needs and interests of our students.

We maintain a physical and social environment that encourages safe and enjoyable activity for all students.

We discourage extended periods of inactivity (two hours or more) for students.

We provide physical activity breaks in the classroom.

We offer before and/or after-school programs that include physical activity for participating children.

We partner with parents/guardians and community members and organizations (e.g., YMCA, Boys & Girls Clubs, local parks, hospitals, etc.) to offer programs supporting lifelong physical activity.

We do not use physical activity as a punishment (e.g., running laps).

We do not withhold physical activity as a punishment (e.g., taking away recess).

We encourage walking and biking to school.

We encourage students and families to use our physical activity facilities, such as playgrounds and ball fields, outside of school hours in accordance with school rules.

Other goal (describe):

Notes on goals for physical activity:

### Physical Education (PE)

We implement a PE program consistent with state academic standards.

All students participate in PE.

PE instruction promotes skills and knowledge necessary for lifelong physical activity.

PE classes provide the means for students to learn, practice, and be assessed on developmentally appropriate skills.

Our curriculum promotes both team and individual activities.

We offer a comprehensive PE course of study with planned instruction time for students to meet standards at the proficient level.

We use a local assessment system to track student progress on state standards.

Students are moderately to vigorously active as much time as possible during PE class. Accommodations are made in class for documented medical conditions and disabilities.

We provide safe and adequate equipment, facilities, and resources for PE class.

Certified health and PE teachers teach our classes.

We provide professional development for PE staff.

PE classes have a teacher-student ratio similar to other courses for safe and effective instruction.

We do not use or withhold physical activity as a form of punishment in PE class.

Other goal (describe):

Notes on goals for physical education:

## Wellness Policy Assessment Tool and Report Template

Included in the written policy?

Yes No

Implemented in the school building(s)?

Fully in Place Partially in Place Not in Place

### Other School-Based Wellness Activities\*

Free drinking water is available and accessible to students during meal periods and throughout the school day.

School nutrition staff meet local hiring criteria and in compliance with federal regulations.

We provide continuing education to school nutrition staff as required by federal regulations.

We provide adequate space for eating and serving school meals.

We provide a safe and clean meal environment for students.

We offer students enough time to eat (10 minutes sit down time for breakfast; 20 minutes sit down time for lunch) and schedule meal periods at appropriate hours.

We implement alternate school breakfast service models to increase participation, such as "grab & go," breakfast served in the classroom, and breakfast after first period.

Students have access to hand washing or sanitizing before meals.

Only authorized staff have access to the food service operation.

We provide the nutrition content of school meals to the school community.

We include students/parents in menu selections through taste-testing and surveys.

We utilize outside funding and programs to enhance school wellness.

We train all staff on the components of the school wellness policy.

School based activities are planned with wellness policy goals in mind.

Fundraising projects submitted for approval are supportive of healthy eating and student wellness.

We encourage administrators, teachers, school nutrition professionals, students, parents/guardians, and community members to serve as positive role models through district programs, communications, and outreach.

We communicate information to parents/guardians to support their efforts to provide a healthy diet and daily physical activity for their children.

Indoor air quality is in accordance with our healthy learning environment program and applicable laws and regulations.

Other goal (describe):

Notes on goals for other school-based activities:

### Nutrition Guidelines for All Foods and Beverages at School

We consider promoting student health and reducing obesity when offering foods and beverages to students at school.

**Foods and beverages provided through the National School Lunch and School Breakfast Programs comply with federal meal standards.**

We offer healthy food and beverage options at school-sponsored events, such as dances and sporting events.

**Foods and beverages outside of the school meal, which are sold to students at school during the school day, meet or exceed the established federal competitive food standards (USDA Smart Snacks in School). Venues include vending, school stores, non-exempt fundraisers, and a la carte items.**

## Wellness Policy Assessment Tool and Report Template

Included in the written policy?

Yes No

Implemented in the school building(s)?

Fully in Place Partially in Place Not in Place

We limit the number of food fundraisers at school and have procedures in place for requesting a fundraiser exemption (i.e., selling foods that do not meet Smart Snacks) in accordance with limits set by PDE.

**We have local standards in our written policy for foods and beverages offered for free to students at school, including food rewards, items offered at classroom parties and celebrations, and foods/beverages provided to the class as shared classroom snacks.**

We provide a list of nonfood ideas and healthy food/beverage alternatives to staff and parents/guardians.

**Only foods and beverages that meet or exceed federal nutrition standards (USDA Smart Snacks in School) are permitted to be marketed or promoted to students during the school day. Examples: posters, vending machines, menu boards, cups for beverage dispensing, coolers, trash cans.**

Notes on nutrition guidelines for foods and beverages at school:

*\* At least one goal for these categories must be included in the written policy per federal regulations.*

Report on the progress made in attaining the goals of the wellness policy (REQUIRED):



Book	Policy Manual
Section	200 Pupils
Title	School Wellness
Code	246
Status	Review
Adopted	March 21, 2019
Last Revised	June 2, 2022
Last Reviewed	June 2, 2022

### **Purpose**

The North East School District recognizes that student wellness and proper nutrition are related to students' physical well-being, growth, development and readiness to learn. The Board is committed to providing a school environment that promotes student wellness, proper nutrition, nutrition education and promotion, and regular physical activity as part of the total learning experience. In a healthy school environment, students will learn about and participate in positive dietary and lifestyle practices that can improve student achievement.

### **Authority**

The Board adopts this policy based on the recommendations of the Wellness Committee and in accordance with federal and state laws and regulations.[\[1\]](#)[\[2\]](#)[\[3\]](#)

To ensure the health and well-being of all students, the Board establishes that the district shall provide to students:

1. A comprehensive nutrition program consistent with federal and state requirements.
2. Access at reasonable cost to foods and beverages that meet established nutrition guidelines.
3. Physical education courses and opportunities for developmentally appropriate physical activity during the school day.
4. Curriculum and programs for grades K-12 that are designed to educate students about proper nutrition and lifelong physical activity, in accordance with State Board of Education curriculum regulations and academic standards.

### **Delegation of Responsibility**

The Superintendent or designee shall be responsible for the implementation and oversight of this policy to ensure each of the district's schools, programs and curriculum is compliant with this policy, related policies and established guidelines or administrative regulations.[\[2\]](#)[\[3\]](#)

Each building principal or designee shall annually report to the Superintendent or designee regarding compliance in his/her school.[\[3\]](#)

Staff members responsible for programs related to school wellness shall report to the Superintendent or designee regarding the status of such programs.

The Superintendent or designee shall annually report to the Board on the district's compliance with law and policies related to school wellness. The report may include:

1. Assessment of school environment regarding school wellness issues.
2. Evaluation of food services program.
3. Review of all foods and beverages sold in schools for compliance with established nutrition guidelines.
4. Listing of activities and programs conducted to promote nutrition and physical activity.
5. Recommendations for policy and/or program revisions.
6. Suggestions for improvement in specific areas.
7. Feedback received from district staff, students, parents/guardians, community members and the Wellness Committee.

The Superintendent or designee and the established Wellness Committee shall conduct an assessment at least once every three (3) years on the contents and implementation of this policy as part of a continuous improvement process to strengthen the policy and ensure implementation. This triennial assessment shall be made available to the public in an accessible and easily understood manner and include:[\[2\]](#)[\[3\]](#)

1. The extent to which each district school is in compliance with law and policies related to school wellness.
2. The extent to which this policy compares to model wellness policies.
3. A description of the progress made by the district in attaining the goals of this policy.

At least once every three (3) years, the district shall update or modify this policy as needed, based on the results of the most recent triennial assessment and/or as district and community needs and priorities change; wellness goals are met; new health science, information and technologies emerge; and new federal or state guidance or standards are issued.[\[3\]](#)

The district shall annually inform and update the public, including parents/guardians, students, and others in the community, about the contents, updates and implementation of this policy via the district website, student handbooks, newsletters, posted notices and/or other efficient communication methods. This annual notification shall include information on how to access the School Wellness policy; information about the most recent triennial assessment; information on how to participate in the development, implementation and periodic review and update of the School Wellness policy; and a means of contacting Wellness Committee leadership.[\[2\]](#)[\[3\]](#)

## **Guidelines**

### **Recordkeeping**

The district shall retain records documenting compliance with the requirements of the School Wellness policy, which shall include:[\[3\]](#)[\[4\]](#)

1. The written School Wellness policy.
2. Documentation demonstrating that the district has informed the public, on an annual basis, about the contents of the School Wellness policy and any updates to the policy.
3. Documentation of efforts to review and update the School Wellness policy, including who is involved in the review and methods used by the district to inform the public of their ability to participate in the review.
4. Documentation demonstrating the most recent assessment on the implementation of the School Wellness policy and notification of the assessment results to the public.

### **Wellness Committee**

The district shall establish a Wellness Committee comprised of, but not necessarily limited to, at least one (1) of each of the following: School Board member, district administrator, district food service representative, student, parent/guardian, school health professional, physical education teacher and member of the public. It shall be the goal that committee membership will include representatives from each school building and reflect the diversity of the community.[2]

The Wellness Committee, also referred to in the North East School District as the School Health Council, shall serve as an advisory committee regarding student health issues and shall be responsible for developing, implementing and periodically reviewing and updating a school wellness policy that complies with law to recommend to the Board for adoption.

The Wellness Committee shall review and consider evidence-based strategies and techniques in establishing goals for nutrition education and promotion, physical activity and other school based activities that promote student wellness as part of the policy development and revision process.[3]

### **Nutrition Education**

Nutrition education will be provided within the sequential, comprehensive health education program in accordance with curriculum regulations and the academic standards for Health, Safety and Physical Education, and Family and Consumer Sciences.[6][7][8]

Nutrition education shall provide all students with the knowledge and skills needed to lead healthy lives.

Nutrition education lessons and activities shall be age-appropriate.

Nutrition education shall be integrated into other subjects such as math, science, language arts and social sciences to complement but not replace academic standards based on nutrition education.

Lifelong lifestyle balance shall be reinforced by linking nutrition education and physical activity.

The staff responsible for providing nutrition education shall be properly trained and prepared and shall participate in appropriate professional development. The district shall develop standards for such training and professional development.[9]

Nutrition education in the district shall teach, model, encourage and support healthy eating by students. Promoting student health and nutrition enhances readiness for learning and increases student achievement.

### **Nutrition Promotion**

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs.

District schools shall promote nutrition through the implementation of Farm to School activities, where possible. Activities may include, but not be limited to, the initiation/maintenance of school gardens, taste-testing of local products in the cafeteria and classroom, classroom education about local agriculture and nutrition, field trips to local farms and incorporation of local foods into school meal programs.

District staff shall cooperate with agencies and community organizations to provide opportunities for appropriate student projects related to nutrition.

District food service personnel shall review and implement research-based, behavioral economics techniques in the cafeteria to encourage consumption of more whole grains, fruits, vegetables and legumes, and to decrease plate waste.

Consistent nutrition messages shall be disseminated and displayed throughout the district, schools, classrooms, cafeterias, homes, community and media.

Consistent nutrition messages shall be demonstrated by avoiding use of unhealthy food items in classroom lesson plans and school staff avoiding eating less healthy food items in front of students.

District schools shall offer resources about health and nutrition to encourage parents/guardians to provide healthy meals for their children.

### **Physical Activity**

District schools shall strive to provide opportunities for developmentally appropriate physical activity during the school-day for all students.

Students shall participate daily in a variety of age-appropriate physical activities designed to achieve optimal health, wellness, fitness and performance benefits.

Age-appropriate physical activity opportunities, such as outdoor and indoor recess, before and after school programs, during lunch, clubs, intramural activities and interscholastic athletics, shall be provided to meet the needs and interests of all students, in addition to planned physical education.

A physical and social environment that encourages safe and enjoyable activity for all students shall be maintained.

District schools shall partner with parents/guardians and community members and organizations to institute programs that support lifelong physical activity.

District schools shall contribute to the effort to provide students opportunities to accumulate at least sixty (60) minutes of age-appropriate physical activity daily, as recommended by the Centers for Disease Control and Prevention. Opportunities offered at school will augment physical activity outside the school environment, such as outdoor play at home, sports, etc.

Extended periods of student inactivity, two (2) hours or more, shall be discouraged.

Physical activity breaks shall be provided for students during classroom hours.

Before and/or after-school programs shall provide developmentally appropriate physical activity for participating children.

Physical activity shall not be used or withheld as a form of punishment.

District schools shall promote physical activity through encouragement of walking and biking as a means of transportation to and from school.

Students and their families shall be encouraged to utilize district-owned physical activity facilities, such as playgrounds and fields, outside school hours in accordance with established district rules.

### **Physical Education**

A sequential physical education program consistent with curriculum regulations and Health, Safety and Physical Education academic standards shall be developed and implemented. All district students must participate in physical education.[7][8][10].

Quality physical education instruction that promotes lifelong physical activity and provides instruction in the skills and knowledge necessary for lifelong participation shall be provided.

Safe and adequate equipment, facilities and resources shall be provided for physical education courses.

Physical education shall be taught by certified health and physical education teachers.

Appropriate professional development shall be provided for physical education staff.

Physical education classes shall be the means through which all students learn, practice and are assessed on developmentally appropriate skills and knowledge necessary for lifelong, health-enhancing physical activity.

A comprehensive physical education course of study that focuses on providing students the skills, knowledge and confidence to participate in lifelong, health-enhancing physical activity shall be implemented.

A varied and comprehensive curriculum that promotes both team and individual activities and leads to students becoming and remaining physically active for a lifetime shall be provided in the physical education program.

Adequate amounts of planned instruction shall be provided in order for students to achieve the proficient level for the Health, Safety and Physical Education academic standards.

A local assessment system shall be implemented to track student progress on the Health, Safety and Physical Education academic standards.

Students shall be moderately to vigorously active as much time as possible during a physical education class. Documented medical conditions and disabilities shall be accommodated during class.

Physical activity shall not be used or withheld solely as a form of punishment.

### **Other School Based Activities**

Safe drinking water shall be available and accessible to students, without restriction and at no cost to the student, at all meal periods and throughout the school day.[11][12]

Nutrition professionals who meet hiring criteria established by the district and in compliance with federal regulations shall administer the school meals program. Professional development and continuing education shall be provided for district nutrition staff, as required by federal

regulations.<sup>[9]</sup><sup>[13]</sup><sup>[14]</sup><sup>[15]</sup>

District schools shall provide adequate space, as defined by the district, for eating and serving school meals.

Students shall be provided a clean and safe meal environment.

Students shall be provided adequate time to eat: ten (10) minutes sit down time for breakfast; twenty (20) minutes sit down time for lunch.

Professional development shall be provided for district nutrition staff.

Meal periods shall be scheduled at appropriate hours, as required by federal regulations and as defined by the district.<sup>[11]</sup>

Students shall have access to hand washing or sanitizing before meals and snacks.

Nutrition content of school meals shall be available to students and parents/guardians.

To the extent possible, the district shall utilize available funding and outside programs to enhance student wellness.

The district shall provide appropriate training to all staff on the components of the School Wellness policy.

The district shall support the efforts of parents/guardians to provide a healthy diet and daily physical activity for children by communicating relevant information through various methods.

District schools shall implement alternative service models to increase school breakfast participation where possible, such as breakfast served in the classroom, "grab & go breakfast" and breakfast after first period to reinforce the positive educational, behavioral and health impacts of a healthy breakfast.

Access to the food service operation shall be limited to authorized staff.

Goals of the School Wellness policy shall be considered in planning all school based activities.

Administrators, teachers, food service personnel, students, parents/guardians and community members shall be encouraged to serve as positive role models through district programs, communications and outreach efforts.

The district shall maintain a healthy school environment to optimize conditions for learning and minimize potential health risks for students, including but not limited to indoor air quality, in accordance with the district's healthy learning environment program and applicable laws and regulations.

### **Nutrition Guidelines for All Foods/Beverages at School**

All foods and beverages available in district schools during the school day shall be offered to students with consideration for promoting student health and reducing obesity.

Foods and beverages provided through the National School Lunch or School Breakfast Programs shall comply with established federal nutrition standards.<sup>[11]</sup><sup>[12]</sup><sup>[13]</sup><sup>[14]</sup>

Foods and beverages offered or sold at school-sponsored events outside the school day, such as athletic events and dances, shall offer healthy alternatives in addition to more traditional fare.

### ***Competitive Foods -***

Competitive foods available for sale shall meet or exceed the established federal nutrition standards (USDA Smart Snacks in School). These standards shall apply in all locations and through all services where foods and beverages are sold to students, which may include, but are not limited to: a la carte options in cafeterias, vending machines, school stores, snack carts and fundraisers.[\[3\]](#)[\[16\]](#)[\[17\]](#)

Competitive foods are defined as foods and beverages offered or sold to students on school campus during the school-day, which are not part of the reimbursable school breakfast or lunch.

For purposes of this policy, school campus means any area of property under the jurisdiction of the school that students may access during the school-day.[\[3\]](#)[\[16\]](#)

For purposes of this policy, school-day means the period from midnight before school begins until thirty (30) minutes after the end of the official school-day.[\[3\]](#)[\[16\]](#)

The district may impose additional restrictions on competitive foods, provided that the restrictions are not inconsistent with federal requirements.[\[16\]](#)

### ***Fundraiser Exemptions -***

Fundraising activities held during the school-day involving the sale of competitive foods shall be limited to foods that meet the Smart Snacks in School nutrition standards, unless an exemption is approved in accordance with applicable Board policy and administrative regulations.[\[18\]](#)

The district may allow a limited number of exempt fundraisers as permitted by the Pennsylvania Department of Education each school year: up to five (5) exempt fundraisers in elementary and middle school buildings, and up to ten (10) exempt fundraisers in high school buildings. **Exempt fundraisers** are fundraisers in which competitive foods are available for sale to students that do not meet the Smart Snacks in School nutrition standards.[\[16\]](#)

The district shall establish administrative regulations to implement fundraising activities in district schools, including procedures for requesting a fundraiser exemption.

### ***Non-Sold Competitive Foods -***

Non-sold competitive foods available to students, which may include but are not limited to foods and beverages offered as rewards and incentives, at classroom parties and celebrations, or as shared classroom snacks, shall meet or exceed the standards established by the district.

If the offered competitive foods do not meet or exceed the Smart Snacks in School nutrition standards, the following standards shall apply:

#### 1. Rewards and Incentives:

- a. Foods and beverages shall not be used as a reward or incentive in district schools.

#### 2. Classroom Parties and Celebrations:

- a. Only non-food based parties and celebrations shall occur on the school campus during the school day in district schools.

- b. Classroom parties/celebrations with food/beverages shall be limited to no more than one (1) per month in each classroom.

- c. Parents/Guardians shall be informed through newsletters or other efficient communication methods that foods/beverages should only be brought in when requested for scheduled parties.

3. Classroom parties shall offer a minimal amount of foods (maximum 2-3 items) containing added sugar as the primary ingredient (e.g., cupcakes, cookies) and will provide the following:

a. Fresh fruits/vegetables; and water, 100 percent juice, 100 percent juice diluted with water, low-fat milk or nonfat milk.

b. When possible, foods/beverages for parties and celebrations shall be provided by the food service department to help prevent food safety and allergy concerns.

c. Food celebrations shall not occur until thirty (30) minutes after the end of the last lunch period.

d. Shared Classroom Snacks are not permitted in district schools.

4. The district shall provide a list of suggested nonfood ideas and healthy food and beverage alternatives to parents/guardians and staff, which may be posted via the district website, student handbooks, newsletters, posted notices and/or other efficient communication methods.

### ***Marketing/Contracting -***

Any foods and beverages marketed or promoted to students on the school campus during the school day shall meet or exceed the established federal nutrition standards (USDA Smart Snacks in School) and comply with established Board policy and administrative regulations.[\[3\]](#)[\[16\]](#)

Exclusive competitive food and/or beverage contracts shall be approved by the Board, in accordance with provisions of law. Existing contracts shall be reviewed and modified to the extent feasible to ensure compliance with established federal nutrition standards, including applicable marketing restrictions.[\[19\]](#)

### **Management of Food Allergies in District Schools**

The district shall establish Board policy and administrative regulations to address food allergy management in district schools in order to:[\[20\]](#)

1. Reduce and/or eliminate the likelihood of severe or potentially life-threatening allergic reactions.
2. Ensure a rapid and effective response in case of a severe or potentially life-threatening allergic reaction.
3. Protect the rights of students by providing them, through necessary accommodations when required, the opportunity to participate fully in all school programs and activities.

### **Safe Routes to School**

The district shall cooperate with local municipalities, public safety agency, police departments and community organizations to develop and maintain safe routes to school.

Legal

[1. 24 P.S. 1422.1](#)

[2. 42 U.S.C. 1758b](#)

[3. 7 CFR 210.31](#)

[4. 7 CFR 210.15](#)

[5. 24 P.S. 1422](#)

[6. 24 P.S. 1513](#)

- 7. Pol. 102
- 8. Pol. 105
- 9. Pol. 808
- [10. 24 P.S. 1512.1](#)
- [11. 7 CFR 210.10](#)
- [12. 7 CFR 220.8](#)
- [13. 42 U.S.C. 1751 et seq](#)
- [14. 42 U.S.C. 1773](#)
- [15. 7 CFR 210.30](#)
- [16. 7 CFR 210.11](#)
- [17. 7 CFR 220.12](#)
- 18. Pol. 229
- [19. 24 P.S. 504.1](#)
- 20. Pol. 209.1
- [24 P.S. 1337.1](#)
- [24 P.S. 1422.3](#)
- [P.L. 111-296](#)
- [7 CFR Part 210](#)
- [7 CFR Part 220](#)
- Pol. 103
- Pol. 103.1