

NJDA EMERGENCY PROCUREMENT/CONTRACT MODIFICATION REQUEST

SCHOOL FOOD AUTHORITY Moorestown Twsp School District

AGREEMENT NUMBER 00503360

AUTHORIZED REPRESENTATIVE Mr. James Heiser
jheiser@mtps.com ^(NAME)
 (CONTACT EMAIL AND CELL NUMBER)

PARTICIPATING PROGRAM MEALS (CHECK APPLICABLE PROGRAMS) BREAKFAST
 LUNCH

CURRENT OPERATIONS (PLEASE CHECK APPLICABLE BOX)

Nutri-Serve Food Management, Inc.
 FOOD SERVICE MANAGEMENT COMPANY

COST REIMB FIXED PRICE

DATE EMERGENCY MEAL SERVICE BEGAN: 03/13/2020
 PROJECTED END DATE OF EMERGENCY: 06/30/2020 (END DATE NOT LATER THAN JUNE 30, 2020)

PROPOSED CHANGES TO CURRENT OPERATIONS DURING EMERGENCY

CHECK HERE IF YOU ARE PROPOSING TO DO A NON-COMPETITIVE EMERGENCY PROCUREMENT FOR MEALS.

PLEASE PROVIDE A NARRATIVE OF THE PROPOSED PROCUREMENT

We would like to temporarily move to a flat management fee during the COVID 19 outbreak. The fee would be based on the average weekly management fee since the opening of this school year. We will resume the normal cents per meal management fee process when we resume normal operations.

CHECK IF YOU ARE PROPOSING A MODIFICATION TO YOUR EXISTING FSMC CONTRACT.

PLEASE PROVIDE A NARRATIVE OF YOUR PROPOSED MODIFICATIONS TO YOUR FSMC CONTRACT.

We would like to temporarily move to a flat management fee during the COVID 19 outbreak. The fee would be based on the average weekly management fee since the opening of this school year. We will resume the normal cents per meal management fee process when we resume normal operations.

PLEASE CHECK THE FORMS YOU HAVE SUBMITTED ON SNEARS:

SFSP FORM #199

SSO

SIGNATURE

DATE

**STUDENT TRANSPORTATION SERVICES
MODIFICATION AGREEMENT
PAYMENTS FOR APRIL, MAY, AND JUNE 2020**

WHEREAS, the Moorestown Township Public School District Board of Education ("the Board") and GST Transport ("the Contractor") are parties to transportation services agreement(s) effective from September 1, 2019 through June 30, 2020 bound through bids and/or quotes ("Agreement(s)"); and

WHEREAS, the Agreement(s) provides that the Contractor shall be paid for transportation services performed; and

WHEREAS, due to the COVID-19 pandemic and NJ Governor Philip Murphy's Executive Order # 104, closed all schools beginning March 18, 2020 and were subsequently ordered to remain closed through June 2020; and

WHEREAS, as a result of the school closures, student transportation services have discontinued; and

WHEREAS, in consideration for not terminating the transportation services agreement(s) effective from September 1, 2019 through June 30, 2020 bound through bids and/or quotes with the Contractor since transportation services will no longer be necessary while schools are closed, the Board will agree to continue payment to the Contractor at the rates and terms prescribed in Exhibit A (attached); and

WHEREAS, the parties are desirous of amending the terms of the Agreement(s) to memorialize and clarify the respective responsibilities and obligations of the parties as set forth in this agreement.

NOW, WHEREFORE, THE PARTIES AGREE as follows:

1. For the time period of April, May and June 2020, whereby schools remain closed without the need for student transportation services as a result of COVID-19, the Agreement(s) shall remain in full force and effect and the Board shall continue its payment obligations under the terms and conditions included within Exhibit A (attached) of this Modification Agreement.

2. The Contractor acknowledges that the Board's continued payment

obligations under the terms of this Modification Agreement is contingent upon the Contractor furnishing the information required in the terms and conditions contained in Exhibit A (attached).

3. The Contractor further acknowledges that if it fails to submit the required information to the Board within the time period designated, the Board's payment for that period will not be paid, or if it has already been made it shall be reimbursed by the Contractor. If the Board is required to commence legal action to recoup the amount paid, the Contractor agrees to pay any and all legal fees and costs associated with the Board's actions to recover the amount paid.

4. All other terms and conditions not addressed herein shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have set their hands on the date(s) written below.

Safety Bus Service (authorized signature) _____ PRINTED

NAME OF SIGNATOR: _____

DATED: _____

WITNESS SIGNATURE: _____

PRINTED NAME OF WITNESS: _____ DATED:

Board of Education: _____

DATED: _____

WITNESS SIGNATURE: _____

PRINTED NAME OF WITNESS: _____ DATED:

EXHIBIT – A

The Board will compensate the Contractor in accordance with the following:

- 91% of the value of the payments received for the regular education and special education to-and-from transportation routes for the month of April, May, and June 2020.
- The Board will consent to release of 2019-2020 Contractor's Performance Bonds effective March 18, 2020 (original date of Governors order closing schools) and shall execute documentation required by the bonding company to this effect
- The above percentages and agreement will apply to all the renewed contracts if schools fail to open for 2020-2021 school year
- The Contractor agrees that payments received by the Board during school closure shall be used to meet payroll expenses and fixed costs
- Contractor agrees to advise the Board if it lays off any additional employees, and shall renegotiate with the Board in good faith.

**STUDENT TRANSPORTATION SERVICES
MODIFICATION AGREEMENT
PAYMENTS FOR APRIL, MAY, AND JUNE 2020**

WHEREAS, the Moorestown Township Public School District Board of Education ("the Board") and Hillman's Bus Service ("the Contractor") are parties to transportation services agreement(s) effective from September 1, 2019 through June 30, 2020 bound through bids and/or quotes ("Agreement(s)"); and

WHEREAS, the Agreement(s) provides that the Contractor shall be paid for transportation services performed; and

WHEREAS, due to the COVID-19 pandemic and NJ Governor Philip Murphy's Executive Order # 104, closed all schools beginning March 18, 2020 and were subsequently ordered to remain closed through June 2020; and

WHEREAS, as a result of the school closures, student transportation services have discontinued; and

WHEREAS, in consideration for not terminating the transportation services agreement(s) effective from September 1, 2019 through June 30, 2020 bound through bids and/or quotes with the Contractor since transportation services will no longer be necessary while schools are closed, the Board will agree to continue payment to the Contractor at the rates and terms prescribed in Exhibit A (attached); and

WHEREAS, the parties are desirous of amending the terms of the Agreement(s) to memorialize and clarify the respective responsibilities and obligations of the parties as set forth in this agreement.

NOW, WHEREFORE, THE PARTIES AGREE as follows:

1. For the time period of April, May and June 2020, whereby schools remain closed without the need for student transportation services as a result of COVID-19, the Agreement(s) shall remain in full force and effect and the Board shall continue its payment obligations under the terms and conditions included within Exhibit A (attached) of this Modification Agreement.

2. The Contractor acknowledges that the Board's continued payment

obligations under the terms of this Modification Agreement is contingent upon the Contractor furnishing the information required in the terms and conditions contained in Exhibit A (attached).

3. The Contractor further acknowledges that if it fails to submit the required information to the Board within the time period designated, the Board's payment for that period will not be paid, or if it has already been made it shall be reimbursed by the Contractor. If the Board is required to commence legal action to recoup the amount paid, the Contractor agrees to pay any and all legal fees and costs associated with the Board's actions to recover the amount paid.

4. All other terms and conditions not addressed herein shall remain in full force and effect.

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DATED: _____

WITNESS SIGNATURE: _____

PRINTED NAME OF WITNESS: _____ DATED:

Board of Education: _____

DATED: _____

WITNESS SIGNATURE: _____

PRINTED NAME OF WITNESS: _____ DATED:

EXHIBIT – A

The Board will compensate the Contractor in accordance with the following:

- 92% of the value of the payments received for the regular education and special education to-and-from transportation routes for the month of April, May, and June 2020.
- The Board will consent to release of 2019-2020 Contractor's Performance Bonds effective March 18, 2020 (original date of Governors order closing schools) and shall execute documentation required by the bonding company to this effect
- The above percentages and agreement will apply to all the renewed contracts if schools fail to open for 2020-2021 school year
- The Contractor agrees that payments received by the Board during school closure shall be used to meet payroll expenses and fixed costs
- Contractor agrees to advise the Board if it lays off any additional employees, and shall renegotiate with the Board in good faith.

**STUDENT TRANSPORTATION SERVICES
MODIFICATION AGREEMENT
PAYMENTS FOR APRIL, MAY, AND JUNE 2020**

WHEREAS, the Moorestown Township Public School District Board of Education ("the Board") and Holcomb Transportation, LLC ("the Contractor") are parties to transportation services agreement(s) effective from September 1, 2019 through June 30, 2020 bound through bids and/or quotes ("Agreement(s)"); and

WHEREAS, the Agreement(s) provides that the Contractor shall be paid for transportation services performed; and

WHEREAS, due to the COVID-19 pandemic and NJ Governor Philip Murphy's Executive Order # 104, closed all schools beginning March 18, 2020 and were subsequently ordered to remain closed through June 2020; and

WHEREAS, as a result of the school closures, student transportation services have discontinued; and

WHEREAS, in consideration for not terminating the transportation services agreement(s) effective from September 1, 2019 through June 30, 2020 bound through bids and/or quotes with the Contractor since transportation services will no longer be necessary while schools are closed, the Board will agree to continue payment to the Contractor at the rates and terms prescribed in Exhibit A (attached); and

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obligations under the terms of this Modification Agreement is contingent upon the Contractor furnishing the information required in the terms and conditions contained in Exhibit A (attached).

3. The Contractor further acknowledges that if it fails to submit the required information to the Board within the time period designated, the Board's payment for that period will not be paid, or if it has already been made it shall be reimbursed by the Contractor. If the Board is required to commence legal action to recoup the amount paid, the Contractor agrees to pay any and all legal fees and costs associated with the Board's actions to recover the amount paid.

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DATED: _____

WITNESS SIGNATURE: _____

PRINTED NAME OF WITNESS: _____ DATED:

Board of Education: _____

DATED: _____

WITNESS SIGNATURE: _____

PRINTED NAME OF WITNESS: _____ DATED:

EXHIBIT – A

The Board will compensate the Contractor in accordance with the following:

- 60% of the value of the payments received for the regular education and special education to-and-from transportation routes for the month of April 2020.
- 91% of the value of the payments received for the regular education and special education to-and-from transportation routes for the month of May and June 2020.
- The Board will consent to release of 2019-2020 Contractor's Performance Bonds effective March 18, 2020 (original date of Governors order closing schools) and shall execute documentation required by the bonding company to this effect
- The above percentages and agreement will apply to all the renewed contracts if schools fail to open for 2020-2021 school year
- The Contractor agrees that payments received by the Board during school closure shall be used to meet payroll expenses and fixed costs
- Contractor agrees to advise the Board if it lays off any additional employees, and shall renegotiate with the Board in good faith.

2020-2021

BOE EXHIBIT

Adjustment to Curriculum Writing

JUNE 30, 2020

Changes							
Last	First	School	Curriculum Writing	Previously approved hours	Not to Exceed Hours	Hourly Rate	Total
Weick	Joanna	UES	4-6 Counseling	10	3.5	\$52.36	\$183.26
Ioannucci	Maureen	SV	K-3 Counseling	5	3.5	\$52.36	\$183.26
Bancroft	Samantha	Baker	K-3 Counseling	5	3.5	\$52.36	\$183.26

Approvals						
Last	First	School	Curriculum Writing	Not to Exceed Hours	Hourly Rate	Total
Hall	Melinda	Roberts	K-3 Counseling	3.5	\$52.36	\$183.26
Potter	Kimberly	UES	4-6 Counseling	3.5	\$52.36	\$183.26
Doto	Amanda	UES	4-6 Counseling	3.5	\$52.36	\$183.26

2020-2021

BOE EXHIBIT

Extended School Year Adjustments

JUNE 30, 2020

Resignations						
First	Last	School	Position	Hourly Rate	Not to Exceed Hours	Total
Alyse	Carlton	South Valley Elementary School	Paraprofessional	\$21.88	80	\$1,750.40
Tamara	Glaze	Upper Elementary School	Paraprofessional	\$14.98	80	\$1,198.40
Jeannie	Warren	Mary Roberts Elementary School	Paraprofessional	\$21.88	80	\$1,750.40

Appointment						
Christine	Black	Middle School	Paraprofessional	\$23.08	80	\$1,846.40
Amy	O'Connor	Middle School	Speech Therapist	\$52.36	80	\$4,188.80

2020-2021

BOE EXHIBIT

Summer Evaluation Staff

JUNE 30, 2020

Case Manager-\$592.16 per case; Non-Case Manager-\$510.44 per case; \$52.36 per hour for meeting when no evaluations or Case Managers responsibilities needed.			
July 1, 2020-August 31, 2020.			
First	Last	Position	Location
Nicole	Dolan	Summer Evaluations /Meetings	High School

2020-2021

BOE EXHIBIT

SWAP Day Presenter

JUNE 30, 2020

First	Last	Building	Course	Not to Exceed Hours	Hourly Rate	Total
Christina	Hargrove	SV	Elementary Articulation	3	\$52.36	\$157.08