

DUNMORE SCHOOL DISTRICT

**REGULAR MEETING
JUNE 24, 2020**

The Regular Monthly Meeting of the Dunmore Board of School Directors was held virtually on **Wednesday, June 24, 2020, at 6:00pm. Work Session was held on Monday, June 22, 2020 at 6:00pm. Mr. McHale presided.**

I. ROLL CALL OF DIRECTORS

MR. BUTLER	PRESENT
MR. COLEMAN	PRESENT
MR. HOLTHAM	PRESENT
MR. KRANICK	PRESENT
MS. LIBASSI	PRESENT
MR. McHALE	PRESENT
MR. MURACCO	PRESENT
MR. SUMMA	NOT PRESENT
MR. HALLINAN	PRESENT

ALSO PRESENT: Mr. Marichak, Mrs. Lopatka, Atty. Matthew Dempsey

***** ANNOUNCED EXECUTIVE SESSION –Immediately following the Work Session on June 22, 2020, for Personnel/Legal Matters;**

***** PUBLIC DISCUSSION –None**

II. APPROVED MINUTES

Motion by Mr. Butler seconded by Mr. Coleman to **approve** the **MINUTES** of the Regular Meeting **May 20, 2020.**

ALL PRESENT WERE IN FAVOR

III. COMMUNICATIONS

Motion by Mr. Hallinan seconded by Mr. Holtham that permission be granted to the Following for the use of District facilities/equipment:

1. Dunmore Music Boosters to hold meetings starting July 27, 2020 through June 7, 2021. Provided conditions allow.

OTHER COMMUNICATIONS

A. Motion by Mr. Kranick seconded by Ms. Libassi to adopt the Policy against Racism In the Dunmore School District.

III. PERSONNEL

- A. Motion by Mr. Muracco seconded by Mr. Butler to accept the Personnel Reports.
ALL PRESENT WERE IN FAVOR**
- B. Motion by Mr. Coleman seconded by Mr. Hallinan to accept the resignation of Courtney Conway, School Psychologist, effective date August 14, 2020.
ALL PRESENT WERE IN FAVOR**
- C. Motion by Mr. Holtham seconded by Mr. Kranick to accept the resignation of Justan Mitchell, Assistant Football Coach, effective immediately.
ALL PRESENT WERE IN FAVOR**
- D. Motion by Ms. Libassi seconded by Mr. Muracco to appoint Elizabeth Corbett, Long Term Guidance Counselor for a one (1) year term effective date August 17, 2020. This position will be funded by Dunmore's share of CARES Act.
ALL PRESENT WERE IN FAVOR**
- E. Motion by Mr. Butler seconded by Mr. Coleman to appoint Alynna Gatto, School Psychologist, effective date August 17, 2020. Terms are defined in the Act 93 Agreement of the Dunmore School District.
ALL PRESENT WERE IN FAVOR**
- F. Motion by Hallinan seconded by Mr. Holtham to appoint Patty Mataloni, Senior Project Coordinator for the 2020-2021 School Year. Terms are defined in the Agreement with the Dunmore Federation of Teachers.
ALL PRESENT WERE IN FAVOR**
- G. Motion by Mr. Kranick seconded by Ms. Libassi to appoint Ashley Burgette and Karen Chorba, ESY Summer Program Teachers. Terms are defined in the Agreement with the Dunmore Federation of Teachers.
ALL PRESENT WERE IN FAVOR**
- H. Motion by Mr. Muracco seconded by Mr. Butler to appoint Danielle Pensack, Pandemic Coordinator effective immediately. This is in compliance with PDE's Guidance on reopening Health and Safety Plan.
ALL PRESENT WERE IN FAVOR**
- I. Motion by Mr. Hallinan seconded by Mr. Holtham to appoint James McHale, Volunteer Football Coach, pending Clearances.
ALL PRESENT WERE IN FAVOR**
- J. Motion by Mr. Kranick seconded by Ms. Libassi to approve MOU with the Dunmore Educational Support Personnel Association to change hourly status and Compensation of LPN's for one (1) year to carry out the reopening Health and Safety Plan. Hours will be directed by the Principal or Superintendent. Hourly Rate will be \$23.00 an hour. This request will be covered by Dunmore's share Of the CARES Act.
ALL PRESENT WERE IN FAVOR**
- K. Motion by Mr. Muracco seconded by Mr. Butler to appoint Woody Augustin, Volunteer Football Coach, pending Clearances.
ALL PRESENT WERE IN FAVOR**

IV. EDUCATION

- A. Motion by Mr. Holtham seconded by Mr. Kranick to approve an Agreement with The Center of Independent Living for the 2020-2021 School Year.
ALL PRESENT WERE IN FAVOR
- B. Motion by Mr. Coleman seconded by Mr. Hallinan to appoint Kaley Noone, Title IX Coordinator, effective immediately. Recent changes to Title IX Legislation require this action.
ALL PRESENT WERE IN FAVOR
- C. Motion by Ms. Libassi seconded by Mr. Muracco to grant Matthew Dempsey, Solicitor, permission to pursue further appeal of Girls' Basketball PIAA Classification ruling.
IN FAVOR 8
OPPOSED 1
- D. Motion by Mr. Holtham seconded by Mr. Kranick to approve YMCA Summer Literacy reading program at the DEC July 6, 2020, provided conditions of the Pandemic are agreeable.
ALL PRESENT WERE IN FAVOR
- E. Motion by Mr. Butler seconded by Mr. Coleman to approve Athletic Plan as part of Reopening Health and Safety Plan. See attached.
ALL PRESENT WERE IN FAVOR
- F. Motion by Mr. Hallinan seconded by Mr. Holtham to approve Marching Band Plan As part of our reopening Health and Safety Plan. See attached.
ALL PRESENT WERE IN FAVOR
- G. Motion by Ms. Libassi seconded by Mr. Muracco to approve the Title I & Title III Consortium agreement with NEIU #19 for the 2020-2021 School Year. See attached.
ALL PRESENT WERE IN FAVOR

V. FINANCE

- A. Motion by Mr. Butler seconded by Mr. Coleman to approve the following payrolls:
5/15, 5/29 & 6/12/2020:
5/15/20 \$370,903.29
5/29/20 \$355,905.32
6/12/20 \$451,058.57 – Lump Sum Payments
ALL PRESENT WERE IN FAVOR
- B. Motion by Mr. Hallinan seconded by Mr. Holtham to accept the Treasurer's Report for the month(s) of MAY 2020.
ALL PRESENT WERE IN FAVOR
- C. Motion by Mr. Kranick seconded by Ms. Libassi to approve payment for LIST OF BILLS: \$191,590.41.
ALL PRESENT WERE IN FAVOR
- D. Motion by Mr. Muracco seconded by Mr. Butler to accept Activities Reports for month (s) of MAY 2020.
ALL PRESENT WERE IN FAVOR
- E. Motion by Mr. Coleman seconded by Mr. Hallinan to accept Wage Tax-Collector's Reports for month (s) of MAY 2020.
ALL PRESENT WERE IN FAVOR
- F. Motion by Mr. Holtham seconded by Mr. Kranick to approve Capital Projects:
CM3 Building Solutions \$11,868.12
- G. Motion by Mr. Muracco seconded by Mr. Butler to approve 2020-2021 contract for Special Education Services with NEIU #19. See Attached
ALL PRESENT WERE IN FAVOR

**NORTHEASTERN EDUCATIONAL INTERMEDIATE UNIT
RESOLUTION**

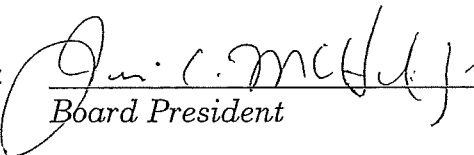
WHEREAS, pursuant to 22 PA Code Section 14, school districts may expend said funds and provide said programs and services either by direct service or through arrangements with other agencies; and,

WHEREAS, pursuant to 22 PA Code Section 14, *Dunmore School District* is required to specify which, if any, services will be provided by contract with intermediate units or other agencies; and,

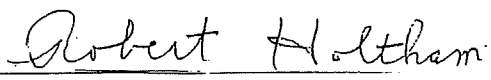
WHEREAS, the District has concluded and determined that the programs and services below listed can be more efficiently or economically operated by contracting with the *Northeastern Educational Intermediate Unit (NEIU)* for provision of same;

BE IT THEREFORE RESOLVED that the attached contract(s) with *NEIU* for provision of special education programs and services as specified therein are hereby approved for the 2020-2021 school year and thereafter until expiration in accordance with the terms thereof.

DUNMORE SCHOOL DISTRICT

By: 
Board President

ATTEST:


Board Secretary

Date: 6/24/2020

Employee Benefits Contract for Services

This agreement is made effective as of July 1, 2020, by and between the Dunmore School District, of 300 W. Warren Street, Dunmore, Pennsylvania 18512, and Cummings Insurance Agency, of 1301 Madison Avenue, Dunmore, PA 18509.

In this Agreement, the party who is contracting to receive services shall be referred to as "School District", and the party who will be providing services shall be referred to as "Cummings Insurance Agency". Additionally, Kistler Tiffany Benefits, general agent for Cummings Insurance Agency with Highmark Blue Cross Blue Shield, will be assisting in the delivery of providing one ancillary service to the "school district" to be named later in the contract.

Cummings Insurance Agency has a background in providing Employee Benefits Brokerage and Consultative services and is willing to provide services to the "school district" based on this background. Kistler Tiffany Benefits, now a OneDigital Company, is a large, general agent and has the capabilities and history of affording sub-producers such as Cummings Insurance Agency the ability to provide ancillary services which will be named later in the contract.

The school district desires to have services provided by Cummings Insurance Agency.

Therefore, the parties agree as follows:

1. **Description of Services.** Beginning on July 1, 2020, Cummings Insurance will provide the following services:
 - Analyze insurance proposals according to criteria approved by the plan holder and present the results of such analysis to the appropriate parties;
 - Negotiate all employee benefits insurance renewals, including meeting directly with insurance company underwriters/representatives and place insurance as directed;
 - Analyze claims experience and assist in providing financial development of all insurance coverage;
 - Market stop loss insurance each year
 - Review all insurance, benefit, and administrative service documents for the accuracy and adherence to prior agreements;
 - Assist with budget projections on future costs of benefit programs;
 - Review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions; Assist with claims and billing issues as requested;
 - Attend meetings with pertinent parties as requested to review and answer any questions or issues with reference to coverage and service providers;
 - Assist human resource representatives with billing questions, application enrollments, terminations, status changes, open enrollment period changes, and benefit explanations, as needed;
 - Attend annual employee benefit open enrollment meetings to discuss alterations to plan design or carrier changes should the employer deem this necessary;
 - Afford the school district the ability to meet directly with Atty. Scott Wham, compliance officer, from Kistler Tiffany Benefits, to assist with compliance and regulatory issues
 - Invite the school district to all in-person seminars that Cummings/KT host in NEPA

2. **Performance of Services.** The manner in which the Services are to be performed and the specific hours to be worked by Cummings Insurance Agency shall be determined by Cummings Insurance Agency. The school district will rely on Cummings Insurance Agency to work as many hours as may be reasonably necessary to fulfill its obligation under this agreement.
3. **Payment.** The total sum payment for all of these services will be \$22,500. This fee will be paid semi-annually. \$11,250 due by August 1, 2020 and \$11,250 due by March 1, 2021.
4. **Termination of Agreement.** This Agreement shall be effective for a period of one year.
5. **Assignment.** Cummings Insurance Agency's obligations under this agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of school district.
6. **Entire Agreement.** This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.
7. **Amendment.** This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
8. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable or any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
9. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
10. **Applicable Law.** This Agreement shall be governed by the laws of the State of Pennsylvania.

Party receiving Services
Dunmore School District

By: Antoinette Lypta
Business Administrator

Party providing services:
Cummings Insurance Agency

By: Michael J. Cummings 6/18/2020
Michael J. Cummings, Director of Employee Benefits Consulting

- H. Motion by Mr. Coleman seconded by Mr. Hallinan to approve Worker's Compensation Insurance Policy effective 7/1/2020 with Polizzi and Kelly Insurance in the amount of \$50,408 (\$3,830 increase from prior year)

ALL PRESENT WERE IN FAVOR

- I. Motion by Mr. Holtham seconded by Mr. Kranick to approve Michael Cummings, Healthcare Consultant for 2020-2021 School Year.

ALL PRESENT WERE IN FAVOR

- J. Motion by Mr. Kranick seconded by Ms. Libassi to adopt the attached 2020-2021 Resolution authorizing the Homestead Real Estate Tax Assessment Reductions for Approved Homestead Properties beginning July 1, 2020 under the provisions of the Homestead Property Exclusion Act and the Taxpayer Relief Act. (See attached)

ALL PRESENT WERE IN FAVOR

- K. Motion by Mr. Muracco seconded by Mr. Bulter to approve the following Budget Transfers for the year ended June 30, 2020. Further, that budget transfers necessitated By year end Auditor's adjustments be made in accordance with the School Code:

FROM	TO	AMOUNT
5900 RESERVE	1110 REGULAR PROGRAMS	\$125,000
5900 RESERVE	1200 SPECIAL PROGRAMS	\$ 25,000

ALL PRESENT WERE IN FAVOR

- L. Motion by Mr. Butler seconded by Mr. Coleman to commit a portion of the School District Fund Balance according to the direction of the Pa. Dept. of Education and GASB 54. The Board wishes to commit funds as of June 30, 2020 for the following;

PSERS CONTRIBUTION	\$750,000
TECHINICAL & CLASSROOM SUPPLIES	\$500,000
HEALTHCARE COSTS	\$500,000
COVID-19 RELATED EXPENSES	<u>\$250,000</u>
	\$2,000,000

ALL PRESENT WERE IN FAVOR

- M. Motion by Mr. Hallinan seconded by Mr. Holtham to adopt 2020-2021 District operating Budget in the amount of \$22,360,298 setting the Real Estate Tax Milage for this period at 126.6244 mills and re-establish the tax levies as Authorized by Act 511 for the 2020-2021 Fiscal year.

EARNED INCOME TAX	1%
LOCAL SERVICE TAX	\$5.00
REALTY TRANSFER TAX	1%

In addition the 2% Real Estate tax discount period will be extended to include August, September and October. November and December collections will be the face value and The penalty period will be eliminated for the 2020-2021 tax bills.

ALL PRESENT WERE IN FAVOR

- N. Motion by Mr. Kranick seconded by Ms. Libassi to award bids for School, Art and Athletic Supplies for the 2020-2021 School Year.

ALL PRESENT WERE IN FAVOR

- O. Motion by Mr. Muracco seconded by Mr. Butler to grant permission to Attorney Dempsey, to obtain appraisal of Marywood University and the former Scranton State School of the Deaf (parcel numbers 113518030033 and 1351805000321) and Deny the stipulation.

ALL PRESENT WERE IN FAVOR

VI. NEW BUSINESS –

Motion by Mr. Muracco seconded by Mr. Butler to direct the Superintendent to form A committee to address any racial inequalities in the Dunmore School District.

ALL PRESENT WERE IN FAVOR

Mr. Kranick – PIAA don't take lightly might help other districts

Mr. Coleman – Congratulated graduates and thanked Mr. Kranick for drafting letter.

VII. PRESIDENT'S REPORT -

Mr. McHale was impressed with the Health Committee team. Son William is one of the graduates.

VIII. SUPERINTENDENT'S REPORT – none

*** ACCEPTANCE OF REPORTS

Motion by Mr. Muracco seconded by Mr. Butler to accept the Superintendent's Report and make it part of the MINUTES.

ALL PRESENT WERE IN FAVOR

IX. ADJOURNMENT

Motion by Mr. Hallinan seconded by Mr. Holtham to adjourn to meet in Regular Session or at the call of the CHAIR.

ALL PRESENT WERE IN FAVOR

Respectfully submitted,

Robert Holtham

Robert Holtham

Board Secretary