

DUNMORE SCHOOL DISTRICT

**REGULAR MEETING
MARCH 11, 2021**

The Regular Monthly Meeting of the Dunmore Board of School Directors was held **Thursday, March 11, 2021, at 6:00pm** in the High School Cafeteria. The Work Session was held **Wednesday, March 10, 2021 at 6:00pm** in the Board Room.
Mr. Hallinan presided.

I. ROLL CALL OF DIRECTORS

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

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

***** PUBLIC DISCUSSION –**

II. APPROVED MINUTES

Motion by Ms. Libassi seconded by Mr. Summa **approve** the **MINUTES** of the Regular Meeting of **February 17, 2021**.

ALL PRESENT WERE IN FAVOR

III. COMMUNICATIONS

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

The use of District facilities is subject to the conditions established by the Dunmore School District and may not conflict with any regularly scheduled activity.

1. Dunmore Rotary drive thru Easter Egg Hunt 4/3/21 10:00am to 12:00pm.
(DEC parking lot)

2. Dunmore Fire Dept. use of track 3/20/21 8:00am.

ALL PRESENT WERE IN FAVOR

OTHER COMMUNICATIONS

B. Motion by Mr. Muracco seconded by Mr. Butler to renew commission of the incumbent Superintendent, John Marichak. The renewal will be for a period of five years beginning July 1, 2021 and ending on June 30, 2026. This commission is awarded by the Secretary of Education and the Pennsylvania Department of Education. This commission is independent of the contract of the Superintendent and is required by Pennsylvania School code.

ALL PRESENT WERE IN FAVOR

IV. PERSONNEL

- A. Motion by Mr. Coleman seconded by Mr. Butler to accept the Personnel Reports.
ALL PRESENT WERE IN FAVOR
- B. Motion by Mr. Muracco seconded by Mr. McHale to appoint Jordyn Marichak,
Volunteer Jr. High Softball Coach pending Clearances.
ALL PRESENT WERE IN FAVOR
- C. Motion by Mr. Kranick seconded by Mr. Summa to approve a stipend of \$10,000
For the position of Pandemic Coordinator which was assigned to Danielle Pensack
At the June 24, 2020 Board meeting. This appropriation will come from the District's
ESSERS Funds.
ALL PRESENT WERE IN FAVOR
- D. Motion by Mr. Coleman seconded by Mr. Butler to appoint Kim Marchese,
Volunteer Girls Varsity Track Coach.
ALL PRESENT WERE IN FAVOR

V. EDUCATION

- A. Motion by Mr. Muracco seconded by Mr. McHale to approve the 2020-2021 School
Calendar. (See attached)
ALL PRESENT WERE IN FAVOR

VI. FINANCE

- A. Motion by Mr. Kranick seconded by Mr. Summa to approve the following payrolls:
2/19 & 3/5/21:

2/19/21	\$350,984.96
3/5/21	\$369,914.06

TOTAL: \$720,899.02

ALL PRESENT WERE IN FAVOR

- B. Motion by Ms. Libassi seconded by Mr. Coleman to accept the Treasurer's Report for
the month(s) of FEBRUARY 2021.
ALL PRESENT WERE IN FAVOR
- C. Motion by Mr. Butler seconded by Mr. Muracco to approve attached resolution to enter
into and approve RWAN (Regional Wide Area Network) service agreement for the
period of July 1, 2021 through June 30, 2026.
ALL PRESENT WERE IN FAVOR
- D. Motion by Mr. Muracco seconded by Mr. McHale to approve Payment for LIST OF
BILLS: \$183,961.80.
ALL PRESENT WERE IN FAVOR
- E. Motion by Mr. Kranick seconded by Mr. Summa to accept Activities Reports for
month(s) of FEBRUARY 2021.
ALL PRESENT WERE IN FAVOR
- F. Motion by Ms. Libassi seconded by Mr. Summa to accept Wage Tax-Collector's Reports
For month(s) of FEBRUARY 2021.
ALL PRESENT WERE IN FAVOR
- G. Motion by Mr. McHale seconded by Mr. Muracco to accept the Audit Report for fiscal
year ending June 30, 2020, as completed by Murphy, Dougherty and Company.
ALL PRESENT WERE IN FAVOR
- H. Motion by Mr. Butler seconded by Mr. Coleman to approve the attached contract with
The Wright Center for School Physician Services.
ALL PRESENT WERE IN FAVOR
- I. Motion by Mr. Coleman seconded by Mr. Butler to approve the stipulation for
Lackawanna County Assessment of property #14705-030-02949
ALL PRESENT WERE IN FAVOR

2021-2022

August '21						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
		T-4		S-2		

September '21						
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
		T-21		S-21		

October '21						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31		T-20		S-20		

November '21						
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
		T-18		S-18		

December '21						
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
		T-17		S-17		

January '22						
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31		T-20		S-20	

February '22						
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					
		T-18		S-17		

March '22						
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
		T-23		S-23		

April '22						
				1	2	
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
		T-18		S-18		

May '22						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
		T-21		S-21		

June '22						
	1	2	3	4		
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12	13	14	15	16	17	18
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26	27	28	29	30		
		T-8		S-8		

July '22						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Notes

Teacher In Service

KINDERGARTEN STUDENTS ONLY

First Day of School - Students

Labor Day

Columbus Day

Veterans Day

Thanksgiving Vacation

Winter Vacation

New Year's Day

Martin Luther King Day

Teacher In Service

Presidents Weekend

Spring Vacation

Memorial Day

Last Day of School & Graduation

T=188 S=185

AUGUST 26,27

AUGUST 27

AUGUST 30

SEPTEMBER 6

OCTOBER 11

NOVEMBER 11

NOVEMBER 25 - 29

DECEMBER 24 - 31

JANUARY 1

JANUARY 17

FEBRUARY 7

FEBRUARY 18 - 21

APRIL 14 -18

MAY 30

JUNE 10

TEACHER IN SERVICE PROFESSIONAL DEVELOPMENT DAYS (1/2 DAY FOR STUDENTS)

11:15AM FOR JR/SR HIGH SCHOOL AND 11:30AM FOR ELEMENTARY CENTER

9/22,10/29,11/17,1/26,3/16,4/13 & 5/18

IF ADDITIONAL DAYS ARE NEEDED THEY WILL BE ADDED TO THE END OF THE SCHOOL YEAR

FRIDAYS IF NOT USED OFF 5/6, 5/15, 5/20, 5/27 & 6/3

SUPERINTENDENT MAY HAVE TO MAKE ADJUSTMENTS DUE TO INCLEMENT WEATHER.

REGIONAL WIDE AREA NETWORK SERVICE ORDER
NORTHEASTERN PENNSYLVANIA RWAN E-RATE CONSORTIUM
Intermediate Unit 18 & 19 RWAN Consortium (SLD Entity # 17000529)
For Services July 1, 2021 through June 30, 2028

School Customer Name: Dunmore School District
SLD Billed Entity Number: 125995

WHEREAS, Luzerne Intermediate Unit 18 ("LIU18"), Northeastern Intermediate Unit 19 ("NEIU"), member school districts and career and technology centers ("CTCs") served by LIU 18 and NEIU are interconnected via a lit fiber regional wide area network ("RWAN"); and

WHEREAS, through the RWAN, the School Customer obtains Internet access service, access to the statewide K-12 network (PAIUnet), and broadband wide area network service to interconnect with the other school districts and CTCs in the region; and

WHEREAS, the group of services that the School Customer receives through the RWAN are referred to as "RWAN Services"; and

WHEREAS, the RWAN is known as the Northeastern Pennsylvania RWAN ("NEPA RWAN"); and

WHEREAS, the wide area network and Internet access services are provided pursuant to contracts that expire on June 30, 2021; and

WHEREAS, the costs of the wide area network and Internet access services qualify for E-rate discount funding provided that the services are competitively bid in accordance with E-rate rules; and

WHEREAS, LIU 18 and NEIU, in conjunction with representatives of the member school districts and CTCs conducted a competitive procurement to rebid the wide area network and Internet access services with the knowledge and support of School Customer, which included the posting of FCC Form 470 Description of Services Requested and Certification and issuance of a Request for Proposal (RFP); and

WHEREAS, the bid evaluation team reviewed all bids and selected a combination of multiple commercial service providers as providing the most cost effective solution for wide area network and Internet access services; and

WHEREAS, LIU 18 and NEIU will negotiate master agreements with the commercial service providers, on behalf of the member school districts and CTCs, for services beginning July 1, 2021 through June 30, 2026 with voluntary extension options through June 30, 2028; and

WHEREAS, LIU 18 and NEIU seek assurance that the School Customer intends to purchase the identified services according to the schedule itemized below, in order for LIU 18 and NEIU to be able to execute the master agreements with the commercial service providers; and

WHEREAS, by entering into and approving this Regional Wide Area Network Service Order, School Customer is bound to purchase and pay for the referenced services.



NORTHEASTERN PENNSYLVANIA RWAN E-RATE CONSORTIUM
Intermediate Unit 18 & 19 RWAN Consortium (SLD Entity # 17000529)
E-RATE LETTER OF AGENCY (E-rate FY 2021 through FY 2027) (7/1/2021 – 6/30/2028)

ENTITY NAME: Dunmore School District

SLD ENTITY NUMBER: 125995

This is to confirm our participation in the Intermediate Unit 18 & 19 RWAN Consortium ("This Consortia") for the procurement of all Category 1 eligible services. I hereby authorize This Consortium to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of the above named SLD entity.

I understand that, in submitting these forms on our behalf, you are making certifications for the above-named SLD entity. By signing this Letter of Agency, I make the following certifications:

- a) I certify that our school(s) in our District or Career Technology Center are all schools under the statutory definitions of elementary and secondary schools as defined under 47 C.F.R. § 54.500, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- b) I certify that we have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the billed entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- c) I certify that the services we are purchasing through this Consortium at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission at 47 C.F.R. §54.513.
- d) I certify that we have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services. I certify that I will retain required documents for a period of at least ten years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statutory and regulatory requirements regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the E-rate Program.
- g) I certify that I am authorized to procure and/or order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.
- i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to this Consortium for E-rate submission is true.

Entity Name Dunmore School District

Signature

Antoinette Lopatka

Date

03/17/2021
(mm/dd/yyyy)

Name

Antoinette Lopatka

Title

Business Administrator

**Resolution in Support of Continued Participation in
Northeastern Pennsylvania Regional Wide Area Network**

WHEREAS Luzerne Intermediate Unit 18, Northeastern Educational Intermediate Unit 19 ("Intermediate Units") and participating school districts and career and technology centers ("Schools") located in the areas served by these intermediate units established the Northeastern Pennsylvania Regional Wide Area Network in 2006 in order to interconnect with one another and/or to obtain cost-effective Internet access service; and

WHEREAS, the fiber wide area network circuits that interconnect the Schools and the internet service must be competitively bid to qualify for E-rate discount funding to offset the costs of these services; and

WHEREAS, the fiber wide area network circuit and internet master service agreements were competitively bid most recently in 2015, and the existing master service agreements expire in June 2021; and

WHEREAS, the Intermediate Units in consultation with the Schools conducted a competitive procurement beginning in the summer of 2020 and which culminated in the second week of February when the most-cost effective vendors were chosen for the fiber wide area network circuit and internet services; and

WHEREAS, in order for the IUs to be able to execute master service agreements on behalf of the Schools, the IUs need each School's assurance they will pay for their respective costs of the services; and

WHEREAS, the IUs have prepared RWAN Service Orders for each School to review and sign.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Board of Directors approves the continued participation in the NEPA RWAN in accordance with the Service Agreement and E-rate Letter of Agency to be effective through June 30, 2026, or if the master service agreements are extended the School may decide to continue to participate in the NEPA RWAN through June 30, 2028.
2. The Board of Directors agrees and authorizes the IUs to enter into master service agreements with the most cost-effective service providers for fiber circuit wide area network and internet access services on behalf of this School and agrees to pay for their respective services in accordance with the terms of the Regional Wide Area Network Service Order.
3. The Board of Directors approves the execution of the Regional Wide Area Network Service Order and E-rate Letter of Agency to be in effect for the initial term through June 30, 2026 or if extended, through June 30, 2028.

NOW THEREFORE, School Customer agrees as follows:

1. School Customer approves the execution of master service agreements with commercial service providers to be signed by LIU 18 and NEIU on behalf of School Customer, and that will provide the following services to for the period July 1, 2021 through June 30, 2026 and subject to voluntary extensions through June 30, 2028 (see Section 7 below).
 - A. **Wide Area Network Service: 10 Gbps** lit fiber wide area network service to interconnect with all other School Customers at a cost of \$1,788.33 per month or \$21,459.95 per year (prior to the reflection of E-rate discount funding).
 - B. **Internet Access Service: 10 Gbps** Internet at a cost of \$735.30 per month or \$8823.60 per year for (prior to the reflection of E-rate discount funding).
2. School Customer agrees to pay for **RWAN Management and Administrative Services** such as network operations and related support, invoice processing, accounts payable and receivable, project management and administration, network operations and related support at a cost not to exceed **\$200.00 per month** or \$2,400.00 per year. (This fee is not eligible for E-rate discounts).
3. School Customer agrees to pay for a proportionate share of the **E-rate consulting service fee of \$120.00 per month** or \$1,440.00 per year that LIU 18 and NEIU will incur. (This fee is not eligible for E-rate discounts).
4. School Customer agrees to pay for a proportionate share of the **RWAN Distributed Denial of Service (DDoS) Mitigation** at a cost not to exceed **\$50.00 per month** or \$600.00 per year that LIU 18 and NEIU will incur from a supporting vendor. (This fee is not eligible for E-rate discounts).
5. School Customer agrees to pay for **RWAN Equipment** such as network switches and related core hardware, at a cost not to exceed **\$100.00 per month** or \$1,200.00 per year. (This fee is net of E-rate discount funding).
6. School Customer acknowledges that prior to the second year and each subsequent year that this Service Order is in effect, the fees for RWAN Management and Administrative Services, E-rate consulting services, DDoS Mitigation as set forth above in Items 2, 3 and 4 above will be reviewed annually and adjusted based on actual costs incurred.
7. The initial term of this Service Order will begin on July 1, 2021 and continue through June 30, 2026. LIU 18 and NEIU in consultation with School Customer, may extend the master agreements with the commercial service providers through June 30, 2028. In that event this Service Order will automatically be extended through June 30, 2028 unless School Customer notifies LIU 18 and NEIU by January 1, 2026 that the School Customer will terminate this Service Order as of June 30, 2026.
8. School Customer acknowledges and understands that LIU 18 and NEIU will execute master service agreements with commercial service providers to facilitate the School Customer's receipt of the services at the prices set forth above in Item 1A through 1B; and, in order to do so, LIU 18 and NEIU are bound to pay the charges incurred to the service providers. In the event that School Customer seeks to voluntarily terminate this Regional Wide Area Service Network Service Order prior to the end of the five (5) year term or any voluntary extension period, School Customer agrees to pay for any early termination charges imposed by the commercial service provider(s) and the balance of the RWAN Management and Administrative Services fee, E-rate consulting fee, and network monitoring contract fee for the year in which the School Customer terminates the Service Order.

9. This Service Order does not take effect unless and until LIU 18 and NEIU execute the necessary master service agreements with commercial service providers to facilitate the provision of the wide area network and Internet access services. The prices set forth above are contingent on realizing aggregated cost savings arising from the combined participation of various schools in this procurement. To the extent that fewer than the anticipated number of School Customers may opt to participate in this procurement, LIU 18 and NEIU reserve the right to increase the prices set forth herein subject to School Customer's approval of the revised prices.
10. The use of the RWAN Services shall comply with E-rate program requirements and shall not be used for a purpose that is not authorized by the E-rate program.
11. School Customer authorizes LIU 18 and NEIU to apply for E-rate funding on behalf of the School Customer for the costs of the E-rate eligible services and equipment as set forth in Section 1. The School Customer will receive an annual credit or reimbursement for the E-rate discount share of the costs paid for E-rate eligible services pursuant to this Service Order. School Customer agrees to respond promptly to all information and document requests from LIU 18 and NEIU pertaining to the E-rate application and funding process. The School Customer is responsible for submitting E-rate applications for all other services and equipment purchased and used by the District or CTC.
12. This Service Order constitutes the entire agreement between the School Customer, LIU 18 and NEIU. All prior written and oral understandings between the parties are merged into this Service Order. No agent, representative, employee or officer of the School Customer or of either Luzerne Intermediate Unit 18 and Northeastern Educational Intermediate Unit 19 has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Service Order which in any way is deemed to modify, add to, or detract from or otherwise change or alter the terms and conditions of this Service Order.
13. This Service Order shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and decisions of the Pennsylvania courts.

I certify I am authorized to sign this Service Order and intend to be legally bound thereby:

School Customer Name	Dunmore School District
Signature of Authorized Individual	Antoinette Lopatka
Printed Name of Authorized Signatory	Antoinette Lopatka
Title of Authorized Signatory	Business Administrator
Date of Signature	3/17/2021

SUPERINTENDENT'S NOTES 3/11/21

- Like to congratulate our own Gianna Muracco – voted the #1 Zumba instructor in NEPA. She was recognized by the Times Shamrock organization and voted for by all of NEPA. Our staff really pushed her over the top.
- Art award winners – WVIA Artists of the Month
 - Emily Carey is a senior won for art
 - Gia Levis is a senior won for music
 - Thanks and congratulations to Mrs. Hogan
- Thank Mrs. Danielle Pensack for her efforts with the flurry of activity. Every weekend and whenever a case was reported she contact DOH and has to perform line searches.
- Thanks to our A.D. Mr. Mark Finan for his efforts in this area
- Kevin Cucura from LaBella Associates – groundwater samples collected on our property are all clean from Varsity Pit Stop – great news
- I would like to professionally and personally thank the following organizations for helping to make our District and personnel safer through this very difficult time:
 - Medicus Urgent Care
 - Medicap Pharmacy
 - Rite Aid Pharmacy

VII. NEW BUSINESS

Mr. McHale thanking Administration for all their work during the year of the Pandemic and all the decision that were made for the kids.

VIII. PRESIDENT'S REPORT –

Mr. Hallinan revamping the Athletic Discipline Policy.

IX. SUPERINTENDENT'S REPORT – See attached

*** ACCEPTANCE OF REPORTS

Motion by Ms. Libassi seconded by Mr. Summa to accept the Superintendent's Report and make it part of the MINUTES.

ALL PRESENT WERE IN FAVOR

X. ADJOURNMENT

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

ALL PRESENT WERE IN FAVOR

Respectfully submitted,



Michael Coleman

Board Secretary