

DUNMORE SCHOOL DISTRICT

REGULAR MEETING
MAY 19, 2021

The Regular Monthly Meeting of the Dunmore Board of School Directors was held Wednesday, May 19, 2021, at 6:00pm in the High School Cafeteria. The Work Session was held Monday, May 17, 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 – See attached

II. APPROVED MINUTES

Motion by Ms. Libassi seconded by Ms. Butler to approve the MINUTES of the Regular Meeting of April 14, 2021.

ALL PRESENT WERE IN FAVOR

III. COMMUNICATIONS

A. Motion by Mr. McHale seconded by Mr. Muracco 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. Girls Volleyball Camp 7/25/21 through 7/28/21 from 8am to 5pm
2. Girls Soccer fund raiser DHS field 8/7/21 and 8/8/21 3pm to 6pm
Strength training starting 7/13/21.
3. Summer conditioning for Dunmore Cross Country Team use of DHS
Track and trail Coach Vince Fedor.

ALL PRESENT WERE IN FAVOR

OTHER COMMUNICATIONS

B. To approve the resolution that the Findings of Fact and Conclusions of law herein Described are hereby accepted and the Adjudication in this matter regarding Student #5175015389 is hereby ratified in all respects as the action of the Board of Education Of the Dunmore School District. (See attached)

IV. PERSONNEL

- A. Motion by Mr. Coleman seconded by Ms. Libassi to accept the Personnel Reports.
ALL PRESENT WERE IN FAVOR
- B. Motion by Mr. Butler seconded by Mr. McHale to accept the resignation from Colleen Bender, English Teacher effective immediately.
ALL PRESENT WERE IN FAVOR
- C. Motion by Mr. Muracco seconded by Mr. Summa to appoint teachers for the Summer Program for Dunmore Jr/Sr High School. See attached list. This program is meant to combat Student learning loss through the Pandemic.
(Funded by ESSER's Grant)
ALL PRESENT WERE IN FAVOR
- D. Motion by Mr. Kranick seconded by Mr. Coleman to appoint teachers for the Summer Program for the Dunmore Elementary Center. See the attached list. This Program is meant to combat Student learning loss through the Pandemic.
(Funded by ESSER's Grant)
ALL PRESENT WERE IN FAVOR
- E. Motion by Ms. Libassi seconded by Mr. Butler to appoint Aides for the Summer Program. This program is meant to combat Student Learning loss through Pandemic. (Funded by ESSER's grant)
ALL PRESENT WERE IN FAVOR
- F. Motion by Mr. McHale seconded by Mr. Muracco to appoint Patty Mataloni, Senior Project Coordinator for the 2021-2022 School Year. Terms are defined in the Agreement with the Dunmore Federation of Teachers.
ALL PRESENT WERE IN FAVOR
- G. Motion by Mr. Summa seconded by Mr. Kranick to appoint Fall Sports Coaches for The 2021-2022 School Year. For Job description and Employment terms, please inquire to the Office of the Superintendent. (See attached list)
ALL PRESENT WERE IN FAVOR
- H. Motion by Mr. Kranick seconded by Mr. Coleman to appoint Mia LaTorre, Secondary English teacher effective date August 26, 2021. Terms are defined In the Agreement with the Dunmore Federation of Teachers.
ALL PRESENT WERE IN FAVOR
- I. Motion by Mrs. Libassi seconded by Mr. Butler to appoint Elizabeth Snyder, Reading teacher effective date August 26, 2021. Terms are defined in the Agreement with the Dunmore Federation of Teachers.
ALL PRESENT WERE IN FAVOR
- J. Motion by Mr. McHale seconded by Mr. Muracco to establish a Science Coach Position at the Dunmore Elementary Center for one (1) year. This program is meant to combat Student learning loss through the Pandemic. (funded by ESSER'S grant). Any opening that may occur through movements to fill this position will be handled by a Long Term Substitute.
ALL PRESENT WERE IN FAVOR

V. EDUCATION

- A. Motion by Mr. Summa seconded by Mr. Kranick to approve a contract with PSBA for Policy Maintenance. (See attached)
ALL PRESENT WERE IN FAVOR
- B. Motion by Mr. McHale seconded by Mr. Muracco to adopt Policies 800.1 Electronic Signatures/Records, 816 District Social Media and 916 Volunteers. (See attached)
ALL PRESENT WERE IN FAVOR
- C. Motion by Mr. Summa seconded by Mr. Kranick to approve Dual Enrollment Agreement with Lackawanna College for 2021-2022 School Year. (See attached)
ALL PRESENT WERE IN FAVOR
- D. Motion by Mr. McHale seconded by Mr. Coleman to approve Penn Foster Agreement. (See attached)
ALL PRESENT WERE IN FAVOR
- E. Motion by Ms. Libassi seconded by Mr. Butler to approve the Girls Basketball team to travel, and participate in a tournament in Washington, D.C. from 12/10/21 through 12/12/21, provided environmental/Health conditions allow.
ALL PRESENT WERE IN FAVOR
- F. Motion by Mr. McHale seconded by Mr. Muracco to provide a stipend of \$1,000 to all Administrators to oversee summer programming. This Program is meant to combat Student learning loss through the Pandemic. This will be paid for in total with ESSER's funds.
1-NOT IN FAVOR
7 – IN FAVOR

VI. FINANCE

- A. Motion by Mr. Muracco seconded by Mr. McHale to approve the following payrolls:
4/16/21 & 4/30/21:
- | | |
|---------|---------------------|
| 4/16/21 | \$355,954.44 |
| 4/30/21 | <u>\$368,590.05</u> |
| TOTAL: | \$724,544.49 |
- ALL PRESENT WERE IN FAVOR
- B. Motion by Mr. Summa seconded by Mr. Kranick to accept the Treasurer's Report for the month(s) of APRIL 2021.
ALL PRESENT WERE IN FAVOR
- C. Motion by Mr. Coleman seconded by Ms. Libassi to approve Payment for LIST OF BILLS: \$813,263.31.
ALL PRESENT WERE IN FAVOR
- D. Motion by Mr. Butler seconded by Mr. McHale to accept Activities Reports for month(s) of APRIL 2021.
ALL PRESENT WERE IN FAVOR
- E. Motion by Mr. Muracco seconded by Mr. Summa to Wage Tax-Collector's Reports For month (s) of APRIL 2021.
ALL PRESENT WERE IN FAVOR

PUBLIC PARTICIPATION 5/19/21

As a concerned Citizen of this great Nation and blessed to be living in this wonderful Community, My passion is to defend what is right and true. It is not right to put masks over Children's mouths and nose.

Data shows Children are not vectors of the spread same on all adults not defending Children. You are complicit in this evil and Child abuse.

Attached is the response from PA D.O.H.

William Torbeck

3 Dean Street

Dunmore Pa 18509

NOTICE OF APPEAL

Be advised that the attached decision will become final unless an appeal is taken within thirty (30) days to the Lackawanna County Court of Common Pleas.

presented the Affidavit of additional Student G.E. confirming that he, in fact, advised the guidance counselor, Mrs. Ahern, of the student's threat to "shoot up the school," but did not advise her that he was going to bring a certain type of gun to school.

After hearing the additional testimony and evidence presented by the student the Board reaffirms the previous findings of facts and conclusions of law:

FINDINGS OF FACT

1. On February 19, 2018 Student No. 5175015389 made statements to the effect that he was going to bring a gun to school on March 20th and shoot up the school.
2. The above statement was personally verified by Dunmore Police Officer Thomas Richardson and High School Principal Timothy Hopkins.
3. In accordance with the testimony of High School Principal Timothy Hopkins and Assistant Principal Margaret Hart students were fearful as a result of the statements made and student activities in the Dunmore High School were significantly disrupted.

CONCLUSIONS OF LAW

The Board of Education of the Dunmore School District finds that Student No. 5175015389 has violated the Terroristic Threats Policy Number 218.1 of the Dunmore School District by making statements that he was going to bring a gun to school and shoot up the school on March 20th.

RECOMMENDATION

WHEREFORE, the recommendation of the School Board is as follows:

1. Student No. 5175015389 shall remain expelled from the Dunmore School District.

SUMMER SUCCESS PROGRAM

DHS

KAITLYN BEVANS – MATH

ANTHONY RENNEKAMP – STEM

MICHAEL EHNOT – PHYSICAL EDUCATION

MAURA IRVING -ENGLISH

SUMMER PROGRAM

DEC

TEACHERS K-6

JULIA CANTARELLA

SARAH CANTARELLA

FRANK JONES

LUCIA BEHLER

KATHLEEN CAPOOCI

MOLLY MCCAFFERTY

LIZ STEFANSKI

ALLISON MENDOLA

LISA NARO

ASHLEY BURGETTE

CHRISTINA ROMBOUSEK

ANN MARZOLINO

REGAN HUGHES

MEGAN HOULIHAN

HAILEGH FINNERTY

ELIZABETH CORBETT

CLUDIA PREGMON

PAUL HYDUCHAK

ALEXANDRA ALTIER

KAYLEIGH BASOVSKY

MARK FINAN

SUMMER PROGRAM

AIDES

MARISSA SLUKO

PATTY KENNEDY

JILL SHULTE

CAROL VERRASTRO

JULIE PETRUCCI

NICOLE CESARINI

ELIZABETH MCNEFF

FALL SPORTS

2021-2022 SCHOOL YEAR

GIRLS HEAD SOCCER COACH – DAN BADYRKA

BOYS HEAD SOCCER COACH – TOM CLARK

BOYS ASSISTANT SOCCER COACH – JOHN JOSEPH

ASSISTANT FOOTBALL COACHES – MIKE PERRY, DAMON BOWEN

MIKE BARRETT, MIKE MCDONNELL

GIRLS VOLLEYBALL COACH – SUE DEMPSEY

GIRLS ASSISTANT SOCCER COACH – TREVOR HOLMES

GOLF COACH – BOB COYLE

ASSISTANT GOLF COACH – DENNIS TOOMEY

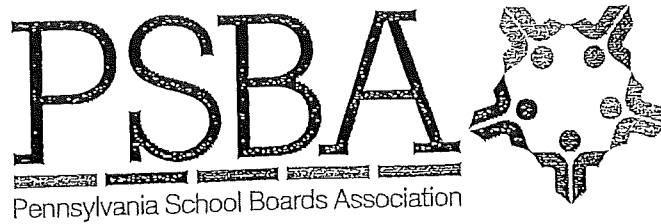
BOYS/GIRLS VARSITY & JR. HIGH CROSS COUNTRY COACH – VINCE FEDOR

CRIMSONETTE/CHEERLEADER ASSISTANT – NICOLE PIZZOLA

BAND ASSISTANT – KAREN LOSSEY BROWN

ASSISTANT DRAMA DIRECTOR – DANA JACKSON

ALL CLEARANCES ARE ON FILE



PSBA POLICY MAINTENANCE PROGRAM PARTICIPATION AGREEMENT

This Agreement sets forth the terms and conditions of participation by the school entity named below (YOU) in the Policy Maintenance Program and if selected in the Administrative Regulations Program ("the programs") of the Pennsylvania School Boards Association (PSBA). YOUR agreement to these terms and conditions is required in order for YOU to continue participating in one or both of these programs.

School Entity (YOU): Dunmore School District

Effective date: July 1, 2021

This Agreement is effective for the July 1, 2021 – June 30, 2022 program year and shall remain in effect for subsequent program years until such time as YOU elect to discontinue YOUR participation in the Policy Maintenance Program or YOUR participation is otherwise terminated as provided for in this Agreement. YOUR election to continue participating in the Policy Maintenance Program and if selected, the Administrative Regulations Program, is indicated annually when YOU select them from among optional programs and services listed on the PSBA membership dues invoice and pay the associated fees specified on the invoice. Such fees are non-refundable except as may be expressly provided for in this Agreement.

1. Program Description and Components

Summary

The PSBA Policy Maintenance Program and Administrative Regulations Program are offered as tiered policy and administrative regulations management available to PSBA member school entities that choose to participate at a desired level of service. Among other features, PSBA provides participants with access to policy guides and administrative regulation templates, distributes updates thereto and related instructions and newsletters, provides assistance to participants in customizing, supplementing and further tailoring their local policies and processing administrative regulations as well as in maintaining their local policy and administrative regulations manuals. A web-based platform allows participants to access designated policy guides and administrative regulation templates, to review, edit and circulate drafts of the participant's own content in a restricted access back-end view, and to publish to the general public final versions of their officially adopted content currently in effect via a link to a public access view of only that selected content.

Administrative Regulations Templates

Entities that participate in the Policy Maintenance Program may choose also to participate in the Administrative Regulations Program, which provides them access to administrative regulation templates having a function similar to that of policy guides, but which are typically approved by school entity administration to provide more detailed guidance that operationalizes and directs the implementation by staff of functions and responsibilities established in corresponding board policies. Participation in the Policy Maintenance Program is required in order to participate in the Administrative Regulations Program.

Like policy guides, administrative regulations templates are updated and revised as deemed appropriate by PSBA to reflect changes in legal mandates and other parameters due to new legislation, regulations, court decisions or non-regulatory guidance pronouncements of state and federal agencies.

Participants in the Administrative Regulations Program receive all new and newly-updated templates that are published by PSBA in the course of a program year, and upon request will be provided with up to twenty-five (25) additional templates per year. Participants have the option of purchasing a complete set of templates when they begin participating for an additional one-time fee, as an alternative to gradually building a manual of administrative regulations with what is included annually in the Administrative Regulations Program.

Policy News Network+ (PNN+)

Participants in the Administrative Regulations Program receive an enhanced version of the PNN electronic newsletter titled "Policy News Network+" or "PNN+", which contains all information published in and with the PNN, plus additional information about new administrative regulations templates and updates to existing templates, which like the policy guides are published and made available to participants via periodic PNN+ issues.

Web-Based Policy Management System

Most components of the Policy Maintenance Program and Administrative Regulations Program are available to participants only through an internet-based, password-protected platform that provides a system enabling participating entities to efficiently manage, process, maintain and publish their local policies and (if also participating) administrative regulations. Participating entities may designate up to three (3) individuals as "authenticated users" who will be provided user names and passwords ("access credentials") enabling them to log into the secure back-end system elements dedicated exclusively to their school entity.

Access to the web-based system is the exclusive means of receiving the PNN and associated policy guides, or the PNN+ and associated administrative regulations templates if also participating in the Administrative Regulations Program. When additional guides and templates are requested pursuant to the annual supplementary allocation, they are provided via this platform. The system provides features for internally managing the local customization and eventual drafting of local policies and administrative regulations, as well as for making the entity's finally adopted policies and administrative regulations available to the general public on a publicly accessible system layer that can be reached via a link on the entity's regular public

2. Copyright Acknowledgment and Permissions

YOU hereby acknowledge that the PSBA policy guides, administrative regulations templates, PNN and PNN+, including but not limited to text, formatting, style, design, numbering system and editorial enhancements (the "PSBA copyrighted materials") are works of authorship subject to copyright owned by PSBA, and as to which PSBA reserves all rights pertaining and appurtenant to such copyright. YOU agree that you will treat the PSBA copyrighted materials in a manner consistent with such copyright and the permissions provided to YOU in this Agreement. YOU are not permitted to reproduce, distribute, republish, share, circulate, transmit, display, adapt or permit access to the PSBA copyrighted materials except in accordance with the provisions of this agreement.

PSBA grants you the following permissions for the duration of your participation in the Policy Maintenance Program and if applicable in the Administrative Regulations Program:

- (a) YOU may circulate the PSBA copyrighted materials internally to YOUR solicitor and individuals within YOUR organization having a role in YOUR adoption and management of policies and as applicable administrative regulations, including making copies as necessary in the course of those functions, provided that such copies are not circulated, distributed or otherwise provided to persons or organizations outside YOUR organization other than your solicitor or other retained counsel;
- (b) In the course of YOUR adoption process YOU may add YOUR organization's identifying information and otherwise modify, adapt, customize and tailor the policy guides and as applicable the administrative regulations templates to suit YOUR local needs and preferences;
- (c) When YOUR governing body has finally adopted a policy based upon a policy guide or YOUR superintendent, chief school administrator or governing board has finally approved an administrative regulation based upon an administrative regulation template, YOU may make such finally adopted policies and administrative regulations currently in effect available to the general public on a continuing basis via the web-based policy management system or by other means of YOUR choosing, and copies may be made of them by others;
- (d) When versions of the policy guides or as applicable administrative regulations templates that have been modified by YOU are at the stage of your adoption process where they will be presented to YOUR governing board or committees thereof for consideration, deliberation, adoption or other official action at a public meeting, YOU may make such recommended drafts available to the public as part of meeting agenda-related materials and limited to that purpose, provided that after any policy or administrative regulation is finally adopted and becomes in effect there is no further publication of such drafts except to the extent and in the form that they constitute finally adopted policies or administrative regulations as provided in (c) above;
- (e) Only for so long as YOU maintain your participation in the Policy Maintenance Program or as applicable the Administrative Regulations Program, YOU may use the formatting, style, design, numbering system, editorial enhancements and content originating with a

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Terms of Use: <https://diligent.com/terms-of-use>

By using the web-based policy management system YOU accept the terms and conditions of those documents. If YOU do not wish to accept those terms and conditions, YOU are not permitted to use the system and YOU must promptly notify PSBA of your non-acceptance. Such terms and conditions shall be supplementary to those set forth in an End User Agreement applicable to a BoardDocs paperless meeting service to which YOU subscribe and shall not be construed to supersede conflicting terms and conditions.

5. Protection of Access Credentials and System Security

The number of usernames and passwords ("access credentials") provided for the use of YOUR organization is limited to three (3), other than by exception provided for in PSBA's contract with Diligent. This limit does not apply to participants who also subscribe to a BoardDocs paperless meeting service, for which an End User Agreement applicable to that service governs the issuance of access credentials. Designated individuals of YOUR organization to whom access credentials have been given are prohibited from sharing such credentials to other individuals within or outside of YOUR organization. No person other than designated users possessing their own access credentials shall be permitted to have access to or use of any part of the web-based policy management system that requires access credentials to use or view. Requests to terminate access credentials and/or establish new access credentials based on changes in designated users must be made to PSBA.

6. Participant Data Export

Upon YOUR request made to Diligent, Diligent will export YOUR data from the BoardDocs service database in its native format at no charge to YOU. Except as may be otherwise provided in the End User Agreement applicable to a BoardDocs paperless meeting service to which YOU subscribe, if YOU desire Diligent to convert the data into any format other than its native format, Diligent will charge YOU two-hundred and fifty dollars (\$250) per hour for such conversion services, which YOU are solely responsible for paying to Diligent. Requests for data export must be made no later than thirty (30) days after termination of YOUR participation.

7. Payment Terms

Annual fees for participation in the programs shall be in the amounts stated on the annual PSBA dues invoice, and unless participation commences partway through a program year, payment of such fees shall be made in full no later than July 15 of each year or other designated deadline printed on the PSBA dues invoice, the deadline for PSBA annual dues. Participation in the programs is limited to PSBA members in good standing, and PSBA reserves the right to suspend YOUR participation or access to the web-based policy management system in the event payment of fees or membership dues has become delinquent. Applicable annual program fees are due in their entirety on account of participation for any portion of a program year, whether or not YOUR participation is later terminated due to non-payment of fees or PSBA dues or due to YOUR withdrawal otherwise from PSBA membership. Payment of any fees that may remain due and owing on account of prior participation is required in order to resume participation.

12. Force Majeure

Neither PSBA or YOU shall be liable for any delay or failure to perform any obligations under this Agreement (other than obligations of payment) if such delay or failure arises from any cause(s) beyond the reasonable control of such party, including but not limited to third party labor disputes, third party strikes, other third party labor or industrial disturbances, public health emergency, act of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, new or changed regulations or orders of any governmental agency or subdivision thereof.

13. Choice of Law

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law provisions) and the decisions of the Pennsylvania courts. The application of ancillary agreements and terms as identified in Section 4 above shall be governed in accordance with the choice of law provisions contained therein.

14. Integration

The terms set forth in this Agreement constitute the entire agreement between the parties. No modifications, alterations, changes, or waiver to such terms shall be valid or binding unless accomplished by a written amendment or supplement signed by properly authorized representatives of both parties.

15. Pronouns and Plurals

Reference in this Agreement to the singular shall be meant to include reference to the plural and vice versa. Reference to the masculine gender shall be meant to include the female and neuter and vice versa.

16. Headings

The headings of any section or paragraph are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

17. Severability

The provisions of this Agreement are severable. In the event any provision is held by a court to be unenforceable, the validity and enforceability of the remaining provisions shall not be affected. Any court construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof to the extent reasonably necessary to render such provision effective and enforceable.

18. Provisions Surviving Termination

The following provisions shall survive termination of YOUR participation and continue to be binding upon YOU and PSBA:

- (a) Section 2, first paragraph and subparagraphs (c) and (f) of second paragraph (relating to copyright).



Copies made

Book	Policy Manual
Section	800 Operations
Title	Electronic Signatures/Records
Code	800.1 Vol II 2021
Status	From PSBA

Purpose

Under certain conditions, electronic records and signatures satisfy the requirements of a manual record and/or signature when transacting business. The Board recognizes that the effectiveness of electronic records and signatures depends upon the authenticity and reliability of the signatures and the context in which the electronic records are created, transferred and stored. Therefore, the Board adopts this policy to allow for the use of and acceptance of electronic records and signatures and to establish the guidelines under which electronic signatures may be utilized by the district.[1]

Authority

The Board authorizes the use of electronic signatures in place of manual signatures to conduct district business unless a manual signature is required by law or regulations. Electronic signatures shall have the full force and effect of a manual signature when used in accordance with this policy and applicable law and regulations.[1]

Electronic records filed with or issued by the district shall have the full force and effect of paper records when the requirements of this policy and applicable law and regulations are satisfied.[2][3][4]

This policy applies to the use of electronic records and signatures when permitted or required in connection with district programs and operations.

Definitions

Electronic record – any record created, generated, sent, communicated, received, or stored by electronic means.[4][5][6]

Electronic signature – an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. More simply, it is a paperless means of committing to a contract or other document in a manner that indicates the signer's intent to bind themselves and/or the district.[5][6]

Delegation of Responsibility

The Superintendent or designee shall develop administrative regulations to direct staff on the parameters for authorized use of electronic signatures related to district programs and operations.

Guidelines

Electronic Recordkeeping

4/30/2021

Any electronic signature that appears to be forged, altered, or otherwise not authentic, or that is not compliant with law or regulation, this policy or related administrative regulation, is not a valid signature. Should an electronic signature be deemed invalid, the Superintendent or designee may require a manual signature.

All other policies that apply to the execution of contracts or other documents on behalf of the district remain in full force and effect.

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Legal

1. 73 P.S. 2260.101 et seq
2. 15 U.S.C. 7001 et seq
3. 73 P.S. 2260.301 et seq
4. Pol. 800
5. 15 U.S.C. 7006
6. 73 P.S. 2260.103
7. Pol. 815
8. 73 P.S. 2260.502
9. 73 P.S. 2260.305
10. 73 P.S. 2260.306
11. 21 P.S. 483.1 et seq
12. Pol. 716



*Copied
March*

Book	Policy Manual
Section	800 Operations
Title	District Social Media
Code	816 Vol II 2021
Status	From PSBA

Purpose

The purpose of this policy is to establish the process and standards for approval and operation of district-owned social media accounts, and to identify the differences between personally owned social media accounts and those maintained by the district.

Definitions

Social media - a category of Internet-based resources that integrate user-generated content and user participation to share information, ideas, personal messages and other content, including photos and videos. Social media includes **social networks**, which are online platforms where users can create profiles, share information and personal messages, and connect with others.

District-owned social media account - a social media account, regardless of platform, that is approved by the Board and operated by a designated district employee(s), and is designed to further the educational mission of the district by providing information to the school community and general public.

Personal social media account - a social media account, regardless of platform, that is attributed to and operated by an employee, individual school director or student for personal use and is not approved by the Board as an official communications channel of the district.

[Choose this option if district establishes one or more social media accounts as a designated public forum and allows comments on posts]

{ } **Designated public forum** - created when a district-owned social media account is intentionally opened for use by the public as a place for expressive activity where members of the public may communicate, post or comment on information, subject to viewpoint neutral rules designated by the Board. In terms of social media, this would include the ability of public users to comment on or reply to social media posts, pictures, or videos.

[Choose this option if district establishes social media accounts as a nonpublic public forum which disables the ability to comment on posts for one or more accounts]

{ } **Nonpublic forum** - created when a district-owned social media account enables members of the public to read and receive district information, but the district has not designated opportunity for expressive activity by the public, and no commenting or posting of information by members of the public is permitted. In terms of social media, the ability to comment, post or reply is disabled on the district's account for public users.

Authority

Board designates the

{ } Superintendent or designee

} Communications Director

{ } Director of Technology

{ } Other _____

to oversee all district-owned social media accounts and serve as the primary contact person for district-owned social media accounts.

The Superintendent or designee shall notify students and staff about this policy through employee and student handbooks, posting on the district website and by other appropriate methods.

All district staff assigned to monitor and maintain district-owned social media accounts shall receive training on:

1. Regularly reviewing district-owned social media accounts, in coordination with the district's chief communications representative, to update, remove and/or correct information.[6]
2. Complying with confidentiality provisions of student and staff information, in accordance with applicable law, regulations and Board policy and administrative regulations.[7][8]
3. Monitoring content for confidentiality and intellectual property violations, documenting potential violations, and notifying appropriate district staff to consider further action.[7][8][9]
4. Monitoring content for web accessibility standards and responding to public requests for accommodations.[2][4][5]

[Choose this option if the district establishes a designated public forum]

5. { } Monitoring public comments and responding, where appropriate, with clarification or redirection to additional information.

[Choose this option if the district establishes a designated public forum]

6. { } Monitoring public comments according to the Board's established rules, documenting potential violations, and notifying appropriate district staff to consider further action. Staff shall be provided training to assess comments in a viewpoint neutral manner, based on the Board's approved rules, regardless of the specific subject matter of comments.

[Choose this option if the district establishes a designated public forum]

{ } The Board authorizes designated district staff maintaining district-owned social media accounts to remove individual posts or comments by public users that violate the established social media rules of this policy. The Board directs that review and consideration of posts or comments shall not discriminate on the basis of content or viewpoint, and staff must always be able to articulate the reason for removing a specific post, in accordance with Board policy. Staff may consult with the Superintendent or designee and the school solicitor in determining appropriate actions. Posts and comments may not be removed solely because they are critical of the district or district leadership, because they promote an unpopular opinion, or because of their viewpoint if the post or comment otherwise complies with the established social media rules.

[Choose this option if the district establishes a designated public forum]

{ } Designated district staff may not block users from accessing or commenting on district-owned social media accounts unless the outside account is identified as a security or system threat or spam account. Staff may consult with the Superintendent or designee and the school solicitor in determining appropriate actions.

District-owned social media accounts may be connected through linking or tagging to social media accounts of parent-teacher organizations, district-related booster organizations or similar school-related groups when the content or information has been reviewed and approved by the district's chief communications representative.

Personal Social Media Accounts

The district shall not authorize, endorse or participate in posting on private social media accounts of individual school directors or school employees.

School directors and employees are strongly encouraged to use privacy settings on social media accounts and to clearly identify that it is their personal social media account and that it does not officially represent the Board or district.

In accordance with Board policy establishing professional boundaries, school employees should only communicate with students through district-provided communication devices or platforms, and shall not follow, accept or make requests to connect or be friends with current students on personal social networking or social media platforms.[16]

The district respects employees' freedom of expression. The district does not actively monitor personal social media accounts of current school employees; however, the district reserves the right to address employees' job-related speech or employee speech posted on social media that has the potential to affect the district's operations. Speech that takes place off-site and on an employee's own time, including posting on personal social media accounts, may be addressed if the district establishes that the employee's expression infringed on the interests of the district in promoting the efficient and effective functioning and educational purpose of the district. If employee speech or expression would violate law or Board policy in a traditional forum, it is also prohibited in an online forum. When an employee speaks as a citizen on a matter of public concern, the district shall consult with the school solicitor in determining the appropriate course of action, in accordance with applicable law, regulations and Board policy.[17][18][19][20][21][22]

Student use of personal social media accounts shall be addressed in accordance with applicable Board policies and administrative regulations related to student conduct, expression and students' individual rights and responsibilities. In accordance with Board policy, the district shall provide education on network etiquette and appropriate online behavior for students, including interaction with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response.[2][4][23][24][25][26][27][28]

Consequences

A district employee who violates this policy may be subject to disciplinary action, up to and including termination, in accordance with applicable law, regulations and Board policy and administrative regulations.[16][21][29]

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ok	Policy Manual
Section	900 Community
Title	Volunteers
Code	916 Vol II 2021
Status	From PSBA

Purpose

The Board supports and encourages the participation of parents/guardians and community residents to enhance the educational, cocurricular and extracurricular programs of the district.

Authority

The Board may adopt and enforce reasonable rules and regulations governing volunteers and their participation in the activities of the district.[1]

The Board prohibits discrimination on the basis of race, color, marital status, creed, religion, ancestry, handicap/disability, age, sex, sexual orientation or national origin in the school environment and all district programs for volunteers.[2][3][4][5][6]

The Board directs that all volunteers shall be informed of conduct that is prohibited and the disciplinary actions that may be applied for violation of Board policies, administrative regulations, rules and procedures.[1]

All volunteers shall be expected to maintain professional, moral and ethical relationships with district students that are conducive to an effective, safe learning environment.[7]

Definitions

The following words and phrases, when used in this policy, shall have the meaning given to them in this section:

Adult - an individual eighteen (18) years of age or older.[8]

Certifications - refers to the child abuse history clearance statement; the state criminal history background check; and where applicable, the federal criminal history background check, required by the Child Protective Services Law.[9][10]

Direct volunteer contact - the care, supervision, guidance or control of children and routine interaction with children.[8]

Person responsible for the child's welfare - a person who provides permanent or temporary care, supervision, mental health diagnosis or treatment, training or control of a child in lieu of parental care, supervision and control.[8]

Routine interaction - regular and repeated contact that is integral to a person's volunteer responsibilities.[8]

3. Disclosure Statement for Volunteers - which is a statement swearing or affirming the applicant has not been disqualified from service by reason of conviction of designated criminal offenses or being listed as the perpetrator in a founded report of child abuse.[9][10][12]

If a position volunteer has not been a resident of Pennsylvania during the entirety of the previous ten (10) year period, the position volunteer must also submit the following information:[10]

1. Federal Criminal History Report - issued at any time since the volunteer established residency.

The Superintendent or designee shall review the information and determine if information is disclosed that precludes service as a volunteer.

Information submitted by volunteers in accordance with this policy shall be maintained centrally in a manner similar to that used for school employees.

Position volunteers shall obtain and submit new certifications every sixty (60) months.[13]

A student, eighteen (18) years of age or older, who is volunteering for an event or activity sponsored by the school in which the student is enrolled and occurring on the school's grounds, shall not be required to submit certifications except when the event or activity is for children in the care of a child-care service or the student will otherwise be responsible for the welfare of a child.[10]

Tuberculosis Test

Prior to participating in student activities, volunteers shall undergo a test for tuberculosis, when required by and in accordance with the regulations and guidance of the Pennsylvania Department of Health.[14][15]

Arrest or Conviction Reporting Requirements

Position volunteers shall report to the Superintendent or designee, in writing, within seventy-two (72) hours, an arrest or conviction required to be reported by law or notification that the volunteer has been named as a perpetrator in a founded or indicated report pursuant to the Child Protective Services Law.[12]

The Superintendent or designee shall immediately require a position volunteer to submit new certifications if the Superintendent or designee has a reasonable belief that the volunteer was arrested for or has been convicted of an offense required to be reported by law, was named as a perpetrator in a founded or indicated report, or has provided written notice of such occurrence.[12]

Failure to accurately report such occurrences may subject the position volunteer to disciplinary action up to and including denial of volunteer service and criminal prosecution.[12]

Child Abuse Reporting

All volunteers who have reasonable cause to suspect that a child is the victim of child abuse shall make a report of suspected child abuse in accordance with applicable law, Board policy and administrative regulations.[16][17]

Supervision

Each volunteer shall be under the supervision of a designated school administrator, teacher or other member of the school staff.

Training

Volunteers shall attend orientation and training sessions, as appropriate to the nature of their volunteer service. When training is provided for school employees relating to the legal obligations of employers and educational institutions, consideration shall be given to which volunteers should also receive that training.[17][18][19][20][21]

Legal

1. 24 P.S. 510
2. 42 U.S.C. 12101 et seq
3. 53 P.S. 6926.1903
4. 43 P.S. 951 et seq
5. Pol. 103
6. Pol. 718
7. Pol. 824
8. 23 Pa. C.S.A. 6303
9. 23 Pa. C.S.A. 6344
10. 23 Pa. C.S.A. 6344.2
11. Pol. 907
12. 23 Pa. C.S.A. 6344.3
13. 23 Pa. C.S.A. 6344.4
14. 24 P.S. 1418
15. 28 PA Code 23.44
16. 23 Pa. C.S.A. 6311
17. Pol. 806
18. Pol. 123
19. Pol. 123.1
20. Pol. 123.2
21. Pol. 805
22. Pol. 113.4
23. Pol. 216
24. 53 P.S. 6926.1901 et seq
25. 53 P.S. 6926.1906
26. Pol. 916
27. 29 U.S.C. 201 et seq
28. 43 P.S. 333.101 et seq
29. 53 P.S. 6926.1905
- 23 Pa. C.S.A. 6301 et seq
- 53 P.S. 6926.301 et seq
- 72 P.S. 7301 et seq
- Pol. 606

Lackawanna College Proposal for Dual Enrollment Agreement with the Dunmore School District

The following proposed agreement outlines the terms and conditions of a dual enrollment program offered by Lackawanna College to Dunmore High School.

1. Term of Contract

The term of this agreement shall exist from July 1, 2021 through June 30, 2022.

2. Student Eligibility

- A. Students who meet all of the following criteria are qualified to participate in the program:
 - a. The student is a high school junior or senior.
 - b. The student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by the school district.
 - c. The student demonstrates readiness for college-level coursework in the intended subject area, as determined by Lackawanna College. The College will determine readiness based on recommendations from the school district, standardized test scores and a placement exam, if necessary.
- B. Students who reside in the Dunmore School District but who are either being home schooled or attend a private/charter school may be permitted to enroll in the dual credit courses if they meet the testing standards in 2.C. and receive approval from both Lackawanna College and the Dunmore School District

3. Courses Offered

The following criteria apply to all courses by this agreement:

- A. The courses are non-remedial.
- B. The courses are either in a core academic subject or will be given equal elective credit at Dunmore School District for those courses instructed by Dunmore School District. All courses not instructed at Dunmore will be reflected on student transcripts as college or university credit, but no grade shall be posted on the transcript. Core subjects *include English, Reading or Language Arts,*

Mathematics, Science, Foreign Language, Civics & Government, Economics, Arts, History and Geography.

- C. The courses offered are identical to traditional Lackawanna College courses including the use of the exact curriculum, assessment tools and instructional materials.
- D. The courses enforce prerequisite coursework requirements identical to those enforced for the courses when dual enrollment students are not enrolled.
- E. The courses are regularly accepted in transfer by accredited colleges and universities throughout the nation.

4. Location

Classes offered through this dual enrollment contract will be held, unless otherwise stipulated, at Dunmore High School.

5. Classes Offered

The school district, in accordance with Lackawanna College, will select a tentative list of classes to be offered. Below is a list of courses selected by the district for the 2021-22 academic year. Additional classes may be added as long as they concur with the requirements under 3.B. (See Attached Course List)

Course 1: Intro to Computer Applications – CIS 105

Location: Dunmore High School

Instructor(s):

College Credit: 3 credits

Course 2: Intro to Literature - ENG 110

Location: Dunmore High School

Instructor(s):

College Credit: 3 credits

Course 3: General Chemistry I – CHM 120

Location: Dunmore High School

Instructor(s):

College Credit: 3 credits

Course 4: General Chemistry I Lab – CHM 121

Location: Dunmore High School
Instructor(s):
College Credit: 1 credit

Course 5: College Algebra – MAT 120

Location: Dunmore High School
Instructor(s):
College Credits: 3 credits

Course 6: Psychology – PSY 105

Location: Dunmore High School
Instructor(s):
College Credits: 3 credits

Course 7: Intro to Statistics – MAT 135

Location: Dunmore High School
Instructor(s):
College Credits: 3 credits

Course 8: College Writing – ENG 105

Location: Dunmore High School
Instructor(s):
College Credits: 3 credits

Course 9: American Government – HIS 118

Location: Dunmore High School
Instructor(s):
College Credits: 3 credits

Course 10: U.S. History I – HIS 105

Location: Dunmore High School
Instructor(s):
College Credits: 3 credits

Course 11: U.S. History II – HIS 110

Location: Dunmore High School
Instructor(s):
College Credits: 3 credits

Course 12: Calculus – MAT 225

Location: Dunmore High School
Instructor(s):
College Credits: 4 credits

Course 13: General Biology I – BIO 120

Location: Dunmore High School
Instructor(s):
College Credits: 3 credits

Course 14: General Biology I Lab– BIO 121

Location: Dunmore High School
Instructor(s):
College Credits: 1 credit

6. Financial Information

A. Maximum number of dual enrollment students to be enrolled in these courses per semester

N/A

B. Total approved cost for these courses:

\$100 per credit hour

a. Allowable Tuition

\$100 per credit hour

b. Books

\$as per market price

c. Fees

\$0

C. The costs for all dual enrollment courses will be paid directly to the college by the enrolled students at the time of registration. Students are directly responsible for the purchase of the textbook(s) required for each course in which they are enrolled.

7. Student Credit

Students (who are not in the LEVEL UP program) will not be allowed to enroll in more than 12 post-secondary credits through dual enrollment per academic year. However, students can take 6 additional credits in summer sessions.

In order to successfully complete a course listed in the agreement, students must earn a minimum grade of 2.0 (C) (77% or above).

The school district will award credits for and recognize courses that are successfully completed under the agreement fulfilling the previously identified graduation requirements.

The College will award postsecondary credit to students who successfully complete courses identified in this agreement. The College will transcript this credit in a manner similar to other students who take courses at the institution. If a dual enrollment student becomes a regularly enrolled student at the college following graduation from Dunmore High School, Lackawanna College shall recognize those credits and they will be applied toward the student's degree requirements. Also, if a student does enroll at Lackawanna College after graduation, the fees that are required for undergraduate enrollment will be waived.

8. Promotional Materials

Both the College and the School District agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and enrollment procedures for dual enrollment to students and parents.

Lackawanna College admissions representatives agree to visit each dual enrollment class.

Lackawanna College will host or co-host an information session on dual enrollment for students and parents.

9. Additional Administrative Responsibilities

The following individuals will be responsible for the tasks listed below:

A. Registration- Admissions Staff

A Lackawanna College representative will visit Dunmore High School to register all applicants for each semester. A ten day grace period will be observed from the

date of registration for any student wishing to add or drop a class. All student registrations must be received by a date TBD.

- B. Record Keeping- College Registrar's Office
Lackawanna College's Registrar's Office will keep comprehensive records of the courses taken and grades received by dual enrollment students.
- C. Fiscal Transactions- Due to loss of state funding, enrolled students will be fully responsible for all tuition, fees, books and other costs associated with dual enrollment courses. The costs for all dual enrollment courses will be paid directly by the student to Lackawanna College. Students will be required to pay their tuition balance at the time of registration. If a student is unable to make a payment at that time, full payment MUST be received by a date TBD. Any student that has not paid by this deadline will be automatically withdrawn from the course and credit will not be awarded for the course(s) in which they were enrolled. The college will directly inform the high school of all withdrawals on the mentioned dates. Student taking courses at the main campus or online will receive a bill from the college.
- D. Library Privileges- Lackawanna College will grant Dunmore High School students, enrolled in dual enrollment classes, access to the campus library facilities.

Lackawanna College

*Dual Enrollment Course Offerings for Dunmore High School
for the 2021-22 school year. These courses will be taught by certified
adjunct faculty only at Dunmore High School.*

Computer Applications (CIS 105) – 3 credits
DHS – Information Technology

College Algebra (MAT 120) – 3 credits
DHS – Trigonometry/Pre-Calculus

Introduction to Literature (ENG 110) – 3 credits
DHS – AP Literature and Composition – English 12

General Chemistry I/Lab (CHM 120/121) – 4 credits
DHS – AP Chemistry and Chemistry/Chemistry Labs

Introduction to Psychology (PSY 105) – 3 credits
DHS – AP Psychology

Introduction to Statistics and Data Analysis (MAT 135) – 3 credits
DHS - AP Statistics

College Writing (ENG 105) – 3 credits
DHS – AP Language and Composition

American Government (HIS 118) – 3 credits
DHS - AP Government

Calculus (MAT 225) – 4 credits
DHS – AP Calculus

U.S. History I (HIS 105) – 3 credits
DHS – AP US History

U.S. History II (HIS 110) – 3 credits
DHS – Honors American Cultures

General Biology I/Lab (BIO 120/121) – 4 credits
DHS – AP Biology w/Lab

Signature Page

Dunmore High School and Lackawanna College agree not to unlawfully discriminate on the basis of race, nationality, ethnicity, religion, gender, age, or disability in any undertaking pursuant to this agreement.

Dunmore School District:

John Manelak 5/19/21
Superintendent Date


President, Board of School Directors Date

Lackawanna College:

Justin Gray 4/18/21
Lackawanna College Director of College Partnerships Date

Thomas Brandy 4/18/21
Lackawanna College Admissions Director Date

 **PENNFOSTER**

choose to be more 

Penn Foster High School

High School Solutions

Dunmore School District

April 19, 2021

925 Oak Street

Scranton, PA 18515

P 570-961-4069

E: lucianna.medric@pennfoster.edu

partners.pennfoster.edu

Introduction

Penn Foster (PF), provider of outstanding services for high school students, has created a unique program to address the needs for Dunmore School District students seeking to complete their coursework in an online environment. With Penn Foster's proven distance learning capabilities, high school academy, and career-readiness solutions, Dunmore School District will be able to offer its students flexible, affordable options for high school diploma and individual course credits.

Options for students within the scope of this proposal include:

- Penn Foster Individual Academic courses
- Penn Foster Full Diploma
- James Madison College Prep Courses
- Career Readiness Bootcamp

Program Overview

Penn Foster has been offering regionally and nationally accredited high school core curriculum courses, career programs, and diploma programs for more than 75 years and currently has more than 60,000 active students and over 25,000 successful graduates per year. Penn Foster's online learning programs can fit well within a hybrid learning environment or be delivered solely in a distance learning format. Through a partnership between Penn Foster and Dunmore School District, we will customize a delivery and support model to meet the needs of your students.

As part of this High School Offering proposal, Penn Foster and Dunmore School District will be responsible for different aspects of course implementation and student support as follows:

Dunmore School District will provide:

- Students the ability to work at their own pace, within Dunmore School District guidelines
- Students with access to a Dunmore School District facilitator for questions
- Access to Guidance Counselors and Administrators working in the program
- Outreach and communication to the students, parents, and teachers, informing them of the program
- A solution for truancy. Penn Foster's current student LMS/Administrative LPP, does not support this function. Attendance may be recorded by a Teacher of record by using our LPP system; however this is only applicable in a classroom setting.
- A solution for students with IEP's. Penn Foster's courseware has not been designed to support IEP's for our student population. While we are not able to customize our program delivery, our program will provide the following accommodations
 - Ability to retake an exam

- o All PDF files have the ability to be read aloud
- o Non-graded quizzes and homework assignments are found throughout the coursework

Penn Foster will provide:

- High School Diploma completion and single course credit for both Standard and Virtual. This will include all study materials, exams, and guides for each course online.
- Administrative (LPP) access to allow administrators to track each student's progress.
- Expert faculty and student support is available via online student community, email, or phone.
- Official transcripts upon completion of courses.
- Marketing material (brochures) outlining the Penn Foster High School options for Dunmore School District to distribute to parents and guidance counselors.
- Penn Foster will provide Administration with a detailed progress/completion report on a weekly basis if requested. Similar information and reporting may also be found at your staff's convenience by utilizing our LPP. This access is available 24 hours a day, every day.

If reporting customization is requested above what is already provided, Penn Foster will need to consider the impact and man hours that may be required to create such a report/document. If necessary, an additional fee will be determined and charged at your approval.

Penn Foster High School is accredited by Cognia. Cognia offers accreditation and certification, assessment, professional learning, and improvement services to institutions and other education providers and is licensed by the Pennsylvania State Board of Private Licensed Schools. Penn Foster High School is also nationally accredited by the AdvancED Accreditation Commission and the Distance Education Accrediting Commission (DEAC).

James Madison High School is a regionally accredited online high school with accreditation from the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI). SACS CASI is dedicated to advancing excellence in education worldwide through accreditation, research and professional services. SACS CASI accredits over 13,000 schools and school systems throughout the United States and overseas and is an accreditation division of AdvancED.

Program Description and Solution

Penn Foster will work in close partnership with the Dunmore School District, offering all courses and programs under contract with the school. James Madison courses will have a separate student portal and login. Penn Foster proposes the offering of Penn Foster's High School Diploma or Individual Course options to all high school students enrolled at Dunmore School District.

The Penn Foster courses within the scope of this proposal are as follows:

- Penn Foster Individual Academic courses
- Penn Foster Full Diploma
- James Madison College Prep Courses
- Career Readiness Bootcamp

All courses are open enrollment, and Dunmore School District has the ability to limit the start and end dates so that students must complete the course within a given time frame. Students may complete coursework in an on-campus lab setting or at home, and progress through courses within Dunmore School District guidelines.

Penn Foster High School Benefits:

- Provides students with an option to complete high school courses online, in a supported environment, at their pace, while still participating in local district extracurricular offerings
- Provides students with an accredited, affordable option to get back on track with courses that they may not have completed successfully during the regular school year
- Provides students with a way to get a head start on courses that they would otherwise need to complete during the regular school year
- Cost-effective in comparison to other major online providers
- Easy to implement, and supported by Penn Foster faculty
- Provides students with access to a wide range of career options where career electives are offered
- Students are awarded a Penn Foster High School Transcript and/or Diploma upon completion

Pricing:

Contract length: 12 months

See below for complete listing of courses to choose from.

Unlimited Courses: \$800 per student per school year.

****Allows for a combination of High School Credits****

Single Course Credit: \$200 (capped at \$800)

Standard High School Diploma:

\$800 per student

Career Readiness Bootcamp: \$99 per student

Summer School Pricing: (Good from June 1, 2021 – August 1, 2021)

Standard Courses: \$99 per course standard

Payment and Invoicing Terms:

Invoicing will occur on a monthly basis thirty (30) days or more, after each enrollment date.

Software and Support:

- * Any courses chosen by the student/school requiring additional software will be at the expense of Dunmore School District.
- * Penn Foster recommends a program leader at Dunmore School District who understands this agreement and is the primary contact for all students enrolled in a Penn Foster program/course.

ADDITIONAL TERMS OF PROPOSAL DATED June 1, 2021
PRESENTED TO
DUNMORE SCHOOL DISTRICT

Term: The term ("Term") of the Agreement (defined below) shall commence on June 1, 2021 and continue through June 1, 2022.

Issuance of Purchase Order: Dunmore School District

SCHOOL DISTRICT ("ORGANIZATION") MAY PURCHASE THE GOODS AND SERVICES DESCRIBED IN THIS PROPOSAL BY ISSUING A PURCHASE ORDER TO PENN FOSTER, INC. REFERENCING THIS PROPOSAL. BY ISSUING A PURCHASE ORDER (THE "PURCHASE ORDER") ORGANIZATION WILL BE ACCEPTING ALL OF THE PROVISIONS OF THIS PROPOSAL AND THE ATTACHED TERMS AND CONDITIONS AND THE PROPOSAL AND THE TERMS AND CONDITIONS WILL BE AN AGREEMENT BETWEEN ORGANIZATION AND PENN FOSTER, INC. (THE "AGREEMENT"). IF ORGANIZATION OBJECTS TO ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE PROPOSAL OR THE TERMS AND CONDITIONS, ORGANIZATION SHALL GIVE WRITTEN NOTICE OF SUCH OBJECTIONS TO PENN FOSTER, INC. PRIOR TO ISSUING ANY PURCHASE ORDER. PENN FOSTER, INC. REJECTS ANY ADDITIONAL TERMS AND CONDITIONS CONTAINED IN OR ATTACHED TO THE PURCHASE ORDER DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED IN THIS PROPOSAL AND THE ATTACHED TERMS AND CONDITIONS AND ANY SUCH DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS SHALL BE DEEMED VOID AND OF NO EFFECT AND SHALL NOT AFFECT THE ENFORCEABILITY OF THE TERMS AND CONDITIONS CONTAINED IN THIS PROPOSAL.

All goods and services set forth in the foregoing proposal will be provided subject to the attached "Terms and Conditions."

PENN FOSTER, INC.

Name _____

Title _____

Date _____

DUNMORE SCHOOL DISTRICT

Name _____

Title _____

Date _____

Terms and Conditions

1. **Agreement:** These terms and conditions are attached to a proposal presented by Penn Foster, Inc. ("PF") to [Dunmore School District] (the "**Organization**") dated June 1, 2020. The Organization may accept the proposal by issuing a purchase order for the proposal. By issuing such a purchase order, the Organization is agreeing to be bound by these terms and conditions, and the proposal and these terms and conditions will be an Agreement between the Organization and PF with respect to the goods and services listed in the purchase order ("**Agreement**"). PF hereby rejects any addition or modification to the Agreement that may be attached to or part of a purchase order.
2. **Courses Generally:** The Organization shall provide a coordinator for the course program(s) to act as a liaison with PF and to ensure smooth program implementation. The Organization shall promptly complete the Site Registration Form that will be provided by PF. Online courses shall generally be available 24 hours per day, seven days per week, subject to normal and customary down time for maintenance and related activities.
3. **Payment Terms: Sales Tax:** The Total Price set forth in the proposal is due within thirty (30) days of Organization's receipt of PF's invoice. Prices forth in the Proposal do not include sales tax. Sales tax, if applicable, will be included in the invoice(s) sent by PF to the Organization, unless the Organization provides evidence of tax exemption.
4. **Student Enrollment:** All Student Enrollments must be completed during the Term. Any course credits not used by the Organization during the Term and/or student enrollments not completed during the Term shall be forfeited by the Organization should the student not be enrolled in the next term or extended at the end of the term with notice from the Organization. During the Term and within thirty (30) days of a Student Enrollment, Organization has the right to cancel the enrolled student. "**Student Enrollment**" shall mean that the student has completed registration in the PF online system and PF has issued such student a PF student identification number.
5. **Intellectual Property:** (a) The Organization acknowledges and agrees that (i) all right, title and interest in and to PF materials, including without limitation, written and electronic materials, and materials available through PF's online resources, as well as all updates, upgrades, enhancements and modifications thereto, including any and all patents, copyrights, trade secret rights, trademarks, trade names, and other proprietary rights embodied therein or associated therewith (collectively, the "**PF Intellectual Property**"), are and will remain PF's, and this Agreement in no way conveys any right, title or interest in the PF Intellectual Property other than the limited licenses set forth in this Agreement, (ii) the Organization will not modify or alter the PF Intellectual Property without the prior written consent of PF, and (iii) the PF Intellectual Property embodies valuable confidential and secret information of PF, the development of which required the expenditure of considerable time and money. (b) Organization agrees that it shall not use PF's name, trade names, service names, trademarks or service marks without the prior written consent of PF.
6. **Confidentiality:** Organization shall not, directly or indirectly, disclose the contents of the proposal or these Terms and Conditions except (i) as necessary for carrying out the terms of the proposal and the Terms and Conditions, (ii) to file tax returns or other required reports with government agencies, (iii) as otherwise required by law, or (iv) as agreed in writing by both parties.
7. **Limited License:** PF hereby grants to the Organization a nonexclusive, non-transferable license (the "**License**") to use the PF Intellectual Property solely in connection with the services provided pursuant to this Agreement. The grant of the License is conditioned upon the following: (i) the Organization shall not copy, modify, alter, or excerpt, and shall prevent others from copying, modifying, altering, or excerpting, the PF Intellectual Property, and (ii) the Organization shall not use, and shall prevent others from using, the PF Intellectual Property and other Confidential Information to teach any class or course or for any other purpose, except PF-approved classes or courses for which the Organization has purchased course materials from PF.
8. **Privacy:** The Organization acknowledges and agrees that for all student records containing personally identifiable information provided to or otherwise made available to PF hereunder, the Organization is solely responsible for obtaining, and it has obtained, all of the necessary rights, permissions and consents (including, for example, parental consents if necessary), in accordance with all applicable laws, rules and regulations (including, without limitation, the Family Educational Rights and Privacy Act and the regulations thereunder to provide the student records containing personally identifiable information to PF, and for PF to use such information for the purposes of providing services to the Organization. PF agrees to exercise reasonable care to preserve the confidentiality of any and all student records containing personally identifiable information and shall not use or disclose such information except and to the extent such use or disclosure is reasonably necessary in connection with its performance of its obligations under this Agreement. As used herein, "personally identifiable information" shall mean any information regarding or that identifies (or that could be used to identify) any individual, including, for example and without limitation, any individual student or parent name, address, personal identifiers such as Social Security numbers or school- or district-issued student identification numbers, and any other information or combination of information that would make the identity of the student or parent easily traceable.

9. Disclaimer: Limitation of Liability: (a) Except as explicitly set forth in this Agreement, PF hereby disclaims all warranties, representations and guaranties, express or implied, including, without limitation, any representation of results for students, such as any improvement in test scores or grades. (b) PF shall not be liable to the Organization or to any other person for any indirect, consequential, punitive or special damages, whether in an action in contract, tort or otherwise, arising out of or in connection with this Agreement, even if PF has been advised of the possibility of such damages. PF's total aggregate liability arising from or related to this Agreement will not exceed the aggregate amount received by PF from the Organization under this Agreement during the twelve (24) month period preceding a claim.

10. Indemnification: To the extent allowable by law and without waiver of any of its governmental/sovereign immunity, the Organization shall indemnify and defend PF, and its directors, officers, employees and agents, from and against any costs, fees, expenses (including reasonable attorneys' fees whether arising out of a third-party claim or in enforcing this indemnification), claims, liabilities, losses, judgments, settlements and damages (including all damages awarded to third parties payable by PF, but in all cases only PF's direct damages) arising out of, or related to: (i) the Organization's breach of any provision of this Agreement, (ii) any negligent act or omission or willful misconduct of the Organization or any of its officers, employees or agents, or (iii) PF's receipt of, access to or use of any student records containing personally identifiable information hereunder, provided that PF uses such personally identifiable information only in connection with providing services under this Agreement.

PF shall indemnify and defend the Organization, and its directors, officers, employees and agents, from and against any costs, fees, expenses (including reasonable attorneys' fees whether arising out of a third-party claim or in enforcing this indemnification), claims, liabilities, losses, judgments, settlements and damages (including all damages awarded to third parties payable by the Organization, but in all cases only the Organization's direct damages) arising out of, or related to: (i) PF's breach of any provision of this Agreement, or (ii) any negligent act or omission or willful misconduct of PF or any of its officers, employees or agents.

11. Termination: This Agreement (including any licenses) may be terminated thirty (30) days after the delivery by a party of a notice containing a description of a material breach of this Agreement by the other party, provided such breach is not cured within thirty (30) days of notification of such breach.

12. Force Majeure: Neither party hereto shall be deemed to be in default for failure to comply with any provision hereof, if such failure results from acts or events beyond the reasonable control of such party, other than payment of money.

13. Entire Agreement; Amendments; Order of Precedence: This Agreement contains the entire understanding between the parties and supersedes any prior agreement between them, whether written or oral, and may only be amended or waived in a writing signed by both parties. To the extent that the terms of this Agreement conflict with the terms of any purchase order or other agreement submitted by the Organization, the terms of this Agreement shall take precedence.

14. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, provided that the Organization may not assign this Agreement, the License or the right to use the PF Intellectual Property or any part thereof. The License shall not be assigned or made assignable, or become an asset of licensee in bankruptcy, whether by operation of law or any bankruptcy, insolvency or similar proceedings or otherwise.

15. No Partnership: Nothing in this Agreement shall be construed to create a partnership or any kind of joint venture or employment relationship between PF and the Organization.

16. Governing Law: This Agreement and any claim or dispute arising out of, relating to or in connection with this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to its conflicts of law principles.

17. Jurisdiction; Waiver of Jury Trial: Each party irrevocably consents and agrees that any legal action, suit or proceeding against either of them arising out of, relating to or in connection with the transactions contemplated hereby or disputes relating hereto may be brought only in the state or federal courts sitting in the Commonwealth of Pennsylvania and hereby irrevocably accepts and submits to the exclusive jurisdiction of the aforesaid courts in person and, with respect to any such action, suit or proceeding. Each party waives to the fullest extent permitted by law any right to trial by jury in any action, suit or proceeding brought to enforce, defend or interpret any rights or remedies arising under, relating to or in connection with this Agreement.

18. Designations and Notices: Any notices or other communications hereunder, except as may otherwise be provided in this Agreement, will be deemed given and delivered when delivered personally, or on the date signed for, or rejected by, addressee if mailed by certified mail, return receipt requested, postage prepaid, or the next business day if sent by nationally recognized courier service providing for a signature on delivery, in each case, delivery prepaid,

addressed to the Organization at the address for the Organization specified in the proposal to which this Agreement is attached and to PF to the attention of Chief Financial Officer at 925 Oak Street, Scranton, PA 18515 or to such other address as either party shall designate by notice to the other.

19. Survival: The rights and obligations relating to protection of PF's Intellectual Property and other Confidential Information, and any other provisions of this Agreement that by their nature should survive, shall survive termination or expiration of this Agreement.
 20. Severability: If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In such a case, the parties shall replace the invalid provision with a legally admissible arrangement, which comes nearest to the intended purpose of the invalid provision.
 21. Headings: The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
 22. Counterparts and Facsimiles: This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Delivery of an executed page by facsimile or email transmission will constitute effective and binding execution and delivery.
 23. Authorized Signatures: Each party hereto hereby certifies to the other that the individual signing this Agreement on its behalf has the authority to execute, deliver, and cause such party to perform its obligations under this Agreement.
-

NEIU#19 VAN DRIVERS
2020-2021

1 Janice	Biagioli
2 Harold	Dixon
3 William	Donovan
4 Robert	Elvidge
5 John	Evans
6 Geraldine	Evans
7 Ann	Fox
8 Michelle	Garibatto
9 Jackie	Gillar
10 Don	Gravine
11 Natalya	Holliday
12 Barbara	Jarrow
13 Tim	Kelly
14 Irene	Loftus
15 Jim	Loftus
16 Frank	Marmo
17 Mary	Montieth
18 Tony	Mulea
19 Rich	Noldy
20 Monica	Parlanti
21 Frank	Pirritano
22 Ann	Pittack
23 Sandy	Pusey
24 Joe	Samsell
25 Melissa	Santarelli
26 August	Stark
27 Bill	Wedlock

AGREEMENT

This AGREEMENT made this 7th day of May, 2021, by and between **Dunmore School District** (hereinafter the "School District") whose principal place of business is located at 300 West Warren Street, Dunmore, PA 18512, and **Merakey Pennsylvania** (hereinafter "Merakey"), whose principal place of business is located at 4251 Crums Mill Rd, Harrisburg PA 17112.

WHEREAS, the School District is responsible for providing a free and appropriate education to school age children with Autism and/or Emotional Disturbance residing within the school district; and

WHEREAS, Merakey operates a private academic school licensed by the Pennsylvania Department of Education to provide educational services to children with Autism and/or Emotional Disturbance; and

WHEREAS the School District seeks to contract with Merakey to provide educational services to students with Autism and/or Emotional Disturbance whom the School District, the student's parents or guardian and Merakey have determined will benefit from placement in the Merakey school.

Now, therefore, in consideration of the mutual promises contained herein, the parties, by their duly authorized representatives, and intending to be legally bound, agree as follows:

I. Term and Renewal of Agreement

The term of this Agreement will be from August 1, 2021 through and including July 31st, 2022.

II. Responsibilities of Merakey

A. Facilities

1. Merakey has obtained and will maintain all state and local licenses and permits necessary to occupy and utilize the facilities to be used to provide educational services to school aged children enrolled in the Merakey school. The School District may obtain copies of any licenses and permits from Merakey upon request.

2. Merakey will post its occupancy certificate at all times.

B. Staffing

1. Merakey will assure that each school employee meets applicable age, health, licensure and certification requirements and will obtain both child

1. Merakey will maintain students' academic and permanent records to include the following:

- a. diagnostic tests and reports, including tests and examinations performed by a school psychologist.
- b. progress reports for each marking period.
- c. evaluation reports and re-evaluation reports.
- d. prior school's records (if available).
- e. individual education program ("IEP") plan.
- f. health records received from the School District (physician report, immunization record, dental exam).
- g. miscellaneous records including monthly behavioral assessments, and functional assessments.

2. Merakey will send Progress Reports for every student to the designated School District representative and to the students' parents or guardian quarterly unless requested otherwise by the School District and the parents or guardian of a student. The Progress Reports will contain such information as the School District and Merakey have agreed to include in the reports but, at a minimum, will contain data reflecting a student's IEP goal areas and outcome measures.

E. Compliance with Safe Schools Requirements

Merakey will maintain and send a written report to the School District of all incidents involving acts of violence; possession of a weapon; possession, use or sale of alcohol, or tobacco by any student.

F. School Health Services

1. Merakey will provide (at its option) or arrange through the School District for the provision of school nursing services to students enrolled in the Merakey school. The School District's nursing staff shall at all times be responsible for compliance and oversight of all annual requirements related to school nursing services and for all chart audits.

2. Merakey employees who interact with students will be trained to provide CPR and first aid services. Training will include first aid, Heimlich techniques, cardiopulmonary resuscitation and universal

of placement of each student and to select each student's curriculum.

3. Merakey will comply with all curriculum requirements specified by state law. Written lesson plans will be maintained on file for subjects taught.
4. Merakey may also provide basic education, which includes a core curriculum of math, social studies, and English. Physical education is also a component of the basic program.
5. Merakey, if requested by the School District, will register with PDE and administer the appropriate State assessments, in accordance with 22 Pa. Code § 4.51 (relating to the State Assessment System).
6. Merakey will design a specialized program to meet the needs of the students exceptionalities, regular curricula will be adapted, if possible, and an emphasis will be placed on life skills for those students whose individual needs, as reflected in their IEP, requires programs different from the standard curriculum.

H. Special Education Services and Programs

1. Merakey, in cooperation with the School District, will develop and implement an IEP for each student consistent with the provisions of 22 Pa. Code § 59.5 (Individualized Education Program) and with a student's specialized curriculum as well as Chapter 14 and the Individuals with Disabilities in Education Act ("IDEA").
2. Merakey will review each student's IEP at least annually.

I. Student Admission Criteria

1. To be admitted to the Merakey school, a prospective student must:
 - a. have a diagnosis of PDD, Aspergers, Autism and/or Emotional Disturbance and be eligible for special education services as determined by the student's home school district.
 - b. be at least 4 years and 7 months old before the first day of the school term provided; however, that upon agreement of the School District, Merakey and a child's parents or guardian, a child who otherwise is appropriate for admission to the school and who will attain the minimum age within ten days of the first day of the school term, may be admitted to the Merakey school.

2. Merakey agrees to indemnify and hold harmless, but not to defend, the School District and its employees and agents for, or on account of, liability arising out of the act, omission or misconduct which can be attributable directly to Merakey and its employees and agents in fulfilling their responsibilities under the terms of this Agreement.

N. Complaints and Grievances

Merakey and the School District will mutually develop and adopt policies and procedures relating to the identification and resolution of complaints or grievances presented to either party by any student or a student's parents or guardian.

O. School Food Services

1. Merakey is not responsible for and does not provide meals for students. A parent or guardian may provide or arrange for meals for their child.

III. School District Responsibilities

A. Maintenance of Records

The School District will maintain complete and accurate records for each student at the Merakey school including but not limited to information concerning the number of hours of instruction in each curricular subdivision, scholastic achievement, test scores and student health.

B. Student Visitation

School District representatives and counselors may reasonably visit students during regular Merakey school hours of operation. School District representatives may not visit during times or on dates that would disrupt teaching or operations.

C. Transportation

School District will transport students from their homes to the Merakey school and from the Merakey school to their homes including when the students attend school-related activities. The School District shall be solely responsible for any decision related to transportation including, but not limited to, the staffing levels for transportation, staff training required for transportation, and oversight of the same. The School District shall be solely responsible for all incidents, losses, liabilities, and other events that occur during or are related to the transportation of students.

by such amount such that it may be enforced for such time as is adjudged to be reasonable.

IV. General Terms and Conditions

A. Confidentiality

Merakey and the School District, their agents and employees will perform their respective obligations under this Agreement in such manner as to ensure that records, names, and identities of students enrolled in the Merakey school shall remain confidential, except as disclosure is authorized or permitted by state or federal law and the terms of this Agreement. Neither party will use or disclose information in a manner that would violate the requirements set out in the Health Insurance Portability and Accountability Act of 1996 and the regulations adopted thereunder.

B. Modification

This Agreement contains all the terms, provisions, and conditions of this Agreement. Except for the annual rate sheet (containing updated Term dates and rates) which shall be valid under the terms set forth in Section III.G, any amendment to the terms of this Agreement shall be valid when reduced to writing, signed by the parties and attached to the original of the Agreement.

C. Assignment

Merakey and the School District agree that this Agreement may not be assigned or transferred without the prior written approval of both parties.

D. Jurisdiction and Venue

Merakey and School District agree that this Agreement shall be interpreted and enforced under the laws of the Commonwealth of Pennsylvania. Any dispute involving the Agreement shall be brought before the Court of Common Pleas of Dauphin County.

E. Cancellation

Either party may terminate this Agreement upon providing the other party 30 days advance written notice. In the event of cancellation of this Agreement by the School District, Merakey shall be entitled to receive compensation for all work completed through the effective date of cancellation. All payments relating to the provision of the service by Merakey shall, upon cancellation by either party, be paid within thirty (30)

Exhibit A



Merakey School-Scranton
136 School Street Scranton PA 18508

ASD Student Tuition	\$ 190.88 /day
ES Student Tuition	\$ 190.88 /day
PCA full day	\$ 181.88 /day
Physical Therapy	\$ 110.72 /hr
Occupational Therapy	\$ 85.48 /hr
Speech / Language	\$ 100.52 /hr
Consult	\$ 100.52 /hr
Consultation / ABA Certified	\$ 164.36 /hr
Functional Behavioral Assessment	\$ 368.76
Half day Training	\$ 335.32
Full Day Training	\$ 637.16
CCS Student Tuition	\$ 30.30 /hr
CCS PCA	\$ 28.87 /hr
CCS ESY	\$ 25.78 /hr

50/0 ↑

Extended School Year (ESY)

ESY Tuition	\$ 108.28 /day - \$2490.44
ESY Tuition with a PCA	\$ 290.16 /day - \$6673.68

*The cost for this service is per student that qualifies for a slot of 23 student days (\$108.28 per day). The School District will receive a bill, payable upon receipt, for Merakey reserving an attendance slot at the Merakey School. This amount is due and payable regardless of the student's actual attendance, which is outside of the control of Merakey School. Other services provided as stated in the IEP.

GOVERNMENT SOFTWARE SERVICES, Inc.
Contract for School Billing

AGREEMENT FOR COMPUTER SERVICES

This Agreement made this 19th day of May, 2021 for fiscal year(s) 2021-2022
between Government Software Services, Inc., 616 Main Street, Suite 400, Honesdale,
Pennsylvania, 18431 (hereinafter referred to as "GSS")

AND

Dunmore School District (hereinafter referred to as "Client")
WITNESSETH

In consideration of the mutual covenants hereinafter set forth, it is agreed that Client
desires certain Data Processing Services be performed and that GSS desires to perform
these services which are as follows:

1. REAL ESTATE TAX SYSTEM – During the term stated, GSS will provide Real
Estate Tax Services to the Client utilizing the Assessment files of the County or
Counties in which the various taxing districts of the Client are located. Services to be
performed are as follows:

- A. Prepare Two (2) copy of the Real Estate Tax Duplicate on pre-printed forms based
upon the data contained in the Real Estate Master File and the associated millage,
discount, penalty rates and tax collector information provided to GSS by the
Client. Said tax duplicates shall reflect the taxes based on the millage times the
assessed valuation and shall show discount, face and penalty amounts. A
summary Report reflecting totals shall appear at the end of each duplicate.
- B. Prepare Two (2) copy of the Real Estate Tax Duplicate Alphabetical Cross
Reference on pre-printed forms based upon the data contained in the Real Estate
Master File and the associated millage, discount, penalty rates and tax collector
information provided to GSS by the Client. Said tax duplicates shall reflect the
taxes based on the millage times the assessed valuation and shall show discount,
face and penalty amounts. A summary Report reflecting totals shall appear at the
end of each duplicate.
- C. Prepare a Real Estate Tax Statement for each parcel of property on a self seal
mailer, reflecting the information shown on the tax duplicates, and tax collector
data associated with each taxing district.

2. MATERIALS AND SUPPLIES – During the term stated, GSS will provide the
following:

- A. All tax duplicate paper, tax statements and binding materials necessary to provide
the services described herein

570-253-4309 616 Main Street Suite 400 Honesdale, PA 18431
Government Software Services, Inc.
Contract for School Billing

3. ITEMS TO BE SUPPLIED BY CLIENT – In order for GSS to fulfill this contract the Client must supply the following:
 - A. Written authorization from the County Commissioners or Counties where the Client's taxing districts are located granting GSS permission to access the Real Estate Assessment files.
 - B. Written documentation of all Real Estate millage rates, discount, face, penalty rates, dates and all tax collector information as it is to be printed on the statements.
4. TERMS AND CONDITIONS – GSS will provide the services as defined in this contract for the term stated and will provide to the Client the tax statements and duplicates FOB Honesdale within thirty (30) days of receipt of the items supplied by the Client.
5. Client agrees to pay GSS as follows:
 - A. The sum of six- and one-half cents (\$0.065) each, per name printed for the two Real Estate Duplicate and the sum of nine dollars and fifty cents (\$9.50) each per duplicate bound.
 - B. The sum of fifty dollars (\$50.00) for each Real Estate Tax Duplicate Alphabetical Cross Reference and the sum of nine dollars and fifty cents (\$9.50) each per duplicate bound.
 - C. The sum of fourteen and ninety-five one hundredth cents (\$0.1495) for each tax statement prepared.
 - D. GSS will invoice Client based on the above rates. Full payment will be due and payable within thirty (30) days of delivery of the tax statements and duplicates. Any amount invoiced and not paid within thirty (30) days shall become subject to a finance charge of 1½ % per month on the unpaid balance.
6. In the event of a dispute the matter shall be settled in the following manner:
 - A. A three-member panel shall be created by the choosing of one member by the Client and one member by GSS.
 - B. Each of these two members shall agree on a third member.
 - C. The three-member panel, by majority vote, shall determine a settlement that must be accepted by GSS and Client.

570-253-4309 616 Main Street Suite 400 Honesdale, PA 18431
Government Software Services, Inc.
Contract for School Billing

In witness whereof, the parties have executed this agreement.

Dated 5-19-2021

Dunmore School District

By [Signature]

[Signature]
WITNESS

Government Software Services, Inc.

By [Signature]
Thomas P. Theobald, President

[Signature]
WITNESS

SUPERINTENDENT'S NOTES 5/19/21

- I would like to recognize and thank one of school nurses, Rene Iezzi, one of our IT Specialists, Lou Febbo as well as the entire staff at DEC for a wonderful Earth Day Celebration for our students.
- I would like to recognize and thank the staff at DEC for their efforts and contributions to the baby pantry of St. Joe's. We raised funds and collected donations for the cause.
- We have some additions to our afternoon summer programming. This pertains to the afternoon session from 12:30-2:30 between June 28 and August 5.
 - June 28- July 1: Yoga Company
 - July 5-8: Act Out Theatre
 - July 12-15: S-P-A Karate
 - Aug 2-5: Cooking with Brenda B. Parents will come the last day (Aug 5th-to "sample" all of the menu items from the week
 - We also have Casey Gennet coming for all 6 weeks to do Spanish lessons/activities.
- There will be a vaccination clinic for any students over the age of 12 on Monday, May 24.
 - HS gym – must be accompanied by a parent/guardian or sibling over 18
 - Details on our website
- I would like to recognize and thank the entire faculty and staff of our District for the following achievement as published by U.S. News and World Report:
 - Dunmore Jr/Sr High School is ranked 132 within Pa
 - Dunmore Jr/Sr High School is ranked 2nd in the Scranton Metro Area
 - Some of the criteria
 - 38% of students had opportunity to take an AP Exam
 - 24% of students passed at least one AP Exam
 - 76% proficiency in Mathematics
 - 83% proficiency in Reading
 - 93% graduation rate
 - This is real, measurable progress by our students, faculty and staff.

- F. Motion by Mr. McHale seconded by Mr. Muracco to approve a contract with Cowden Associates, Inc. to provide GASB 75 actuarial related services for the District's post-Retirement healthcare benefits. The fee for the valuation report as of July 1, 2021 is \$12,400 and the interim letters for June 30, 2022 and 2023 will be \$3,750 each. Additional charges will apply for any out-of-scope services.
ALL PRESENT WERE IN FAVOR
- G. Motion by Mr. Summa seconded by Mr. Kranick to approve the use of the district-owned, retired band uniforms for a fundraiser to benefit the Music Guild.
ALL PRESENT WERE IN FAVOR
- H. Motion by Mr. Coleman seconded by Ms. Libassi to approve the Homestead Report Received from the Lackawanna County Assessors Office listing 2,679 Homesteads as of May 1, 2021 in accordance with Act 1.
ALL PRESENT WERE IN FAVOR
- I. Motion by Mr. Summa seconded by Mr. Kranick that the following lending Institutions be named Depository for the various account Funds; FIRST NATIONAL COMMUNITY BANK – General and Payroll fund, Capital Reserve fund, Elementary Student Activities fund; FIDELITY DEPOSIT AND DISCOUNT BANK- Cafeteria, Athletic, Middle School and High School Student Activities funds, Scholarship Account Fund, and Anthony Romanini Charitable Trust, STATE TREASURER – General Investment fund; NBT BANK – Special Needs Accounts.
ALL PRESENT WERE IN FAVOR
- J. Motion by Mr. McHale seconded by Mr. Muracco to adopt a proposed Final General Fund Budget in the amount of \$24,507,148 for the 2021-2022 fiscal year beginning July 1, 2021, setting the mileage at 131.4361 further, that such adoption will conform with the PA School Code and requirements of Act 1. This proposed Budget will be on display for review in the Business Office for thirty (30) days.
ALL PRESENT WERE IN FAVOR
- K. Motion by Mr. Muracco seconded by Mr. Summa to approve RBC Capital Markets, LLC to be our bond underwriter.
ALL PRESENT WERE IN FAVOR
- L. Motion by Mr. Summa seconded by Mr. Kranick to approve the attached list of Van Drivers for the 2020-2021 school year which are contracted through NEIU#19 for Transportations Services.
ALL PRESENT WERE IN FAVOR
- M. Motion by Mr. Coleman seconded by Ms. Libassi to approve agreement with Merakey Pennsylvania to provide Special Education Services for the 2021-2022 school year. The cost of their services has increased 5% over prior year. (See attached)
ALL PRESENT WERE IN FAVOR
- N. Motion by Mr. Butler seconded by Mr. McHale to re-appoint Frank Kranick as Board Treasurer for a one (1) year term beginning July 1, 2021 ending June 30, 2022.
ALL PRSENT WERE IN FAVOR
- O. Motion by Mr. Summa seconded by Mr. Kranick to approve a contract with Government Software Services, Honesdale, PA. for Data Processing Services in relation to the District's 2021 Real Estate Tax Collection System. (See attached proposal) (No increase from prior year)
ALL PRSENT WERE IN FAVOR

VII. NEW BUSINESS

VIII. PRESIDENT'S REPORT – Mr. Hallinan congratulated all in the Election.

IX. SUPERINTENDENT'S REPORT – See attached

*** ACCEPTANCE OF REPORTS

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

ALL PRESENT WERE IN FAVOR

X. ADJOURNMENT

Motion by Mr. Summa seconded by Ms. Libassi to adjourn to meet in Regular Session or at the call of the CHAIR.

ALL PRESENT WERE IN FAVOR

Respectfully submitted,

A handwritten signature in cursive script, reading "Michael T. Coleman", written over a horizontal line.

Michael Coleman
Board Secretary

