

DUNMORE SCHOOL DISTRICT

REGULAR MEETING
JUNE 22, 2022

The Regular Monthly Meeting of the Dunmore Board of School Directors was held Wednesday, June 22, 2022, at 6:00pm in the High School Cafeteria. The Work Session was held Monday, June 20, 2022, at 6:00pm in the Board Room. Mr. Muracco presided.

I. ROLL CALL OF DIRECTORS

MR. BUTLER	PRESENT
MR. COLEMAN	PRESENT
MR. HALLINAN	PRESENT
MR. HUNT	PRESENT
MR. KRANICK	PRESENT
MS. LIBASSI	PRESENT
MS. MCDONOUGH	PRESENT
MR. MCHALE	PRESENT
MR. MURACCO	PRESENT

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

*** PUBLIC DISCUSSION – None

II. APPROVED MINUTES

Motion by Mr. Hallinan seconded by Mr. Kranick to approve the MINUTES of the Regular Meeting of May 18, 2022.

ALL PRESENT WERE IN FAVOR

III. COMMUNICATIONS

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

1. Use of DSD facilities for Cross Country Summer Conditioning. Dates and times TBA.
2. Use of DHS Café for Lackawanna Scholastic Cross Country meetings.
9/1/22 at 6:30pm and 10/20/22 at 6:30pm.

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.

ALL PRESENT WERE IN FAVOR

III. OTHER COMMUNICATIONS

B. Motion by Mr. Hallinan seconded by Ms. Libassi an Addendum to Policy 707 it is our Guidelines for the use of School Facilities.

ALL IN FAVOR -8

OPPOSED – 1 Mr. Coleman wants a PIAA price set for Football and Basketball

C. Motion by Mr. Butler seconded by Mr. McHale to approve a five (5) year contract With John Marichak, Superintendent for 2022-2023 through 2026-2027.
(See attached)

D. Motion by Mr. Hallinan seconded by Mr. Hunt to approve an agreement with the Dunmore School District and the Dunmore Borough agree to continue with two (2) School Resource Officers. In event of an absence of a School Resource Officer, a Replacement will be provided. In addition, garbage collection will continue all for A fee of \$100,000.

This agreement is in place for the 2022-2023 School Year. Any changes to this Agreement will proposed in January 2023.

IV. PERSONNEL

A. Motion by Mr. Butler seconded by Mr. Hallinan to accept the Personnel Reports.
ALL PRESENT WERE IN FAVOR

B. Motion by Mr. Coleman seconded by Ms. McDonough to approve Summer Program Teachers. Terms are defined in the Agreement with the Dunmore Federation of Teachers. (See attached list)
ALL PRESENT WERE IN FAVOR

C. Motion by Ms. Libassi seconded by Mr. Hunt to approve Summer Program Aides. Terms are defined in the Agreement with the Dunmore Educational Support Personnel Association. (See attached list)
ALL PRESENT WERE IN FAVOR

D. Motion by Mr. Kranick seconded by Mr. Hallinan to appoint Winter Sports Coaches. For Job Description and employment terms, please contact the Office of the Superintendent. (See attached list)
ALL PRESENT WERE IN FAVOR

E. Motion by Mr. Coleman seconded by Mr. Hallinan to accept resignation from Michael Ehnnot, Physical Education teacher, Assistant Varsity Football Coach, Boys 7th Grade Basketball Coach, Head Jr. Varsity Baseball Coach and Service Club Advisor effective date June 10, 20200.
ALL PRESENT WERE IN FAVOR

F. Motion by Mr. Coleman seconded by Ms. Libassi to accept resignation letter from Mark Rinaldi, Volunteer Football Coach effective immediately.
ALL PRESENT WERE IN FAVOR

G. Motion by Mr. Hunt seconded by Ms. McDonough to appoint John Bennett Technical Coordinator for the 2022-2023 School Year. A stipend of \$13,000 will be paid for this position.
ALL PRESENT WERE IN FAVOR

SUMMER TEACHERS

7-12

JENNIFER MCNEFF

MIKE O'MALLEY

KAITLYN BEVANS

CELINE CARLIER

MEGAN JUDGE

RICK SEMBER

RYAN EHNOT

WILLIAM O'MALLEY

MEGAN DEMPSEY

PAUL BIAGIOLI

MIKE DESANDO

CHRISTY HINTON

*Cancelled
4/23/22*

SUMMER TEACHERS

K-6

HAILEIGH FINNERTY

BRENNA D'ANNUNZIO

JOSH D'ANNUNZIO

LIZ STEFANSKI

KATHLEEN CAPOOCI

KAITLIN KORDISH

JULIA CANTARELLA

ALLISON MENDOLA

KRISTIN PERRY

STACEY KARZENOSKI

LISA NARO

ANN MARZOLINO

MARISSA MORASKI

KELLY QUINN

*emailed
4/23/22*

SUMMER PROGRAM

AIDES

ALEXA FANGIO

CASEY GENETT

JOSETTE NOVOROSKY

CARLIE FINAN

DONNA KASHMER

SANDRA JONES

MARISSA SLUKO

JILL SCHULTE

ASHLEY SUNSERI

REBECCA LUCAS

*Unmailed
4/23/27*

WINTER SPORTS COACHES

HEAD BOYS BASKETBALL – KEVIN CLARK ✓

HEAD SWIMMING COACH – JOHN ANDREOLI ✓

GIRLS 7TH GRADE BASKETBALL COACH – LISA TALLO ✓

JR. HIGH GIRLS BASKETBALL COACH – ASHLEY SUNSERI ✓

Pending Clearance

NORTHEASTERN EDUCATIONAL INTERMEDIATE UNIT
RESOLUTION

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

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

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

BE IT THEREFORE RESOLVED that the attached contract(s) with *NEIU* for provision of special education programs and services as specified therein are hereby approved for the 2022-2023 school year and thereafter until expiration in accordance with the terms thereof.

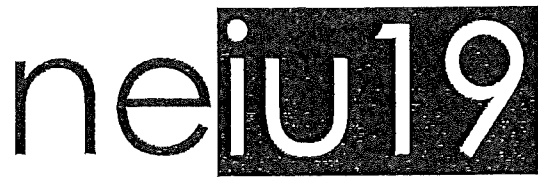
DUNMORE SCHOOL DISTRICT

By: _____
Board President

ATTEST:

Board Secretary

Date: _____



1200 Line Street
Archbald, PA 18403-1918
(570) 876-9200
Fax: (570) 876-8662

Bob McTiernan
Executive Director
Kelly Dickey
Special Education Director

	22/23 Estimated Costs	
Life Skills	33,502.01	
MDS	40,769.59	
Emotional Support	47,280.55	
Autism - Center based	47,598.40	
SOAR	29,086.53	
Auto Shop	43,211.33	**
OT	148.90	*
PT	141.73	*
Speech	138.66	*
One:One Para	50,552.00	
Center Based Costs	7,817.63	

* hourly cost; everything else is costed out at 1 FTE

** half-day enrollment for Auto is \$21,605.66



Book	Policy Manual
Section	900 Community
Title	Nonschool Organizations/Groups/Individuals
Code	913
Status	Active
Adopted	August 20, 2018
Last Revised	June 22, 2022

NOTE: It is important to distinguish that Policy 913 only applies to requests from nonschool organizations, groups and individuals; in contrast,

- Requests from students to personally disseminate materials shall be governed by Policy 220. Student Expression/Dissemination of Materials.[1]*
- Requests from nonschool organizations, groups and individuals involving activities or school-related information and materials that are integrated with or presented as a part of the district's curriculum or an approved school event or student organization shall be approved and governed by Board policies related to curriculum and student activities.[2][3][4]*

Purpose

The Board recognizes that nonschool organizations, groups and individuals may wish to utilize the district and its resources as a means to engage the school community in activities and/or to disseminate nonschool materials. The Board directs that requests for such utilization from nonschool organizations, groups or individuals shall be governed by this policy.

Authority

The Board recognizes that the school community may benefit from receiving information from nonschool organizations, groups and individuals, provided the dissemination of such information does not interfere with the educational program of the schools. The district's primary responsibility shall be to maintain a safe and orderly school environment and to protect the rights of all members of the school community.

The Board prohibits dissemination of nonschool materials for the purposes of advertisement or promotion by nonschool organizations, groups or individuals during instructional time or at school-sponsored locations or activities not otherwise open to nonschool organizations, groups or individuals. [5][6].

Limitations on Dissemination of Nonschool Materials

Dissemination of nonschool materials shall be prohibited to the extent that they:

1. Violate federal, state or local laws, Board policy or district rules or regulations;

2. Are defamatory, obscene, lewd, vulgar or profane;
3. Advocate for the use or advertise the availability of any substance or material that may reasonably be believed to constitute a direct and serious danger to the health or welfare of students, such as tobacco/vaping products, alcohol or illegal drugs;
4. Incite violence, advocate use of force or threaten serious harm to the school or community;
5. Materially and substantially disrupt or interfere with the educational process, such as school activities, school work, discipline, or safety and order on school property or at school functions;
6. Interfere with, or advocate interference with, the rights of any individual or the safe and orderly operation of the schools and their programs; or
7. Violate written district administrative regulations or procedures on time, place and manner for dissemination of otherwise protected expression.

Definitions

For purposes of this policy, **dissemination** shall mean nonschool organizations, groups or individuals distributing or publicly displaying nonschool materials to others:

1. On school property or during school-sponsored activities by placing such materials upon desks, tables, on or in lockers, walls, doors, bulletin boards, or easels; by handing out such materials to other persons; or by any other manner of delivery to others; or
2. At any time or location when creating, posting or sending information using technical or digital resources owned, provided or sponsored by the school district.

Nonschool organizations, groups or individuals shall mean those entities that are not part of the school program, school-sponsored activities, or organized pursuant to the Pennsylvania School Code or Board policy.

When an employee or school director acts on their own behalf or on behalf of a nonschool organization or group, the employee or school director shall be considered a nonschool organization, group or individual for purposes of this policy.

Students shall be governed by a separate and distinct Board policy regarding student expression and dissemination of materials.[1]

Nonschool materials shall mean any printed, technical, digital or written materials, regardless of form, source or authorship, that are not prepared as a part of the curricular or approved extracurricular programs of the district.

Delegation of Responsibility

The Superintendent or designee shall develop administrative regulations to implement this policy.

Guidelines

Nonschool Materials

The Board requires that nonschool organizations, groups or individuals who wish to disseminate nonschool materials on school property or through district resources shall submit them to the building principal. The building principal shall inform the Superintendent or designee of requests received from nonschool organizations, groups and individuals.

Requests for dissemination of nonschool materials through district social media channels shall be addressed through Board policy on district social media.[7]

The Board directs that the review and consideration of any activities or nonschool materials requested under this policy shall not discriminate on the basis of content or viewpoint.

If approval is granted by the building principal, the nonschool organization, group or individual shall comply with Board policy and administrative regulations, and the district's time, place and manner restrictions for dissemination of materials.

Materials issued by nonschool organizations, groups or individuals shall not be disseminated during instructional time or school-sponsored activities.

Nonschool Activities

Activities sponsored by nonschool organizations, groups or individuals shall not occur during instructional time or school-sponsored activities.

Requests by nonschool organizations, groups or individuals to invite or promote student participation in nonschool activities shall comply with Board policy and administrative regulations on dissemination of nonschool materials.

Fundraising

Where activities or materials otherwise comply with this policy and administrative regulations, fundraising activities may be announced.

Directory information for students or staff members shall not be released to nonschool organizations, groups or individuals that seek this information for the purpose of fundraising.[8]

Scholarships/Awards

The Board is appreciative of the generosity of organizations that offer scholarships or awards to deserving students; but, in accepting such offers, the Board directs that established criteria be observed.

No information, either academic or personal, shall be released from a student's record for the purpose of selecting a scholarship or award winner without the permission of the student who is eighteen (18), or the parents/guardians of a student who is younger, in accordance with the Board's policy on student records.[8]

The scholarship or award, and any pertinent restrictions, shall be approved by the Board.

All pertinent information regarding the scholarship or award shall be submitted for review by the Superintendent or designee prior to the date on which it is to be presented.

The building principal, together with a committee of staff members designated by the principal, shall be involved in the selection of the recipient of an award or scholarship, pursuant to procedures established for this purpose and consistent with the restrictions applicable to each approved scholarship or award.

Travel Services/Foreign Trips

Solicitation and sale of travel services for foreign trips to students may be permitted with the approval of the Board.

Sellers of travel services to students must meet the following criteria:

1. Belong to an association of certified sellers of travel.
2. Provide proof of insurance.
3. Include in all information provided to students and parents/guardians that use of tobacco/vaping products, alcohol and controlled substances will be prohibited.
4. Include in all information provided to students and parents/guardians that the activity is not a school-sponsored event.

Legal

1. Pol. 220
2. Pol. 105
3. Pol. 122
4. Pol. 230
5. 24 P.S. 510
6. 24 P.S. 511
7. Pol. 816
8. Pol. 216
- 24 P.S. 775
- 24 P.S. 779
- Pol. 113.4
- Pol. 907



DUNMORE SCHOOL DISTRICT
2022-2023

Homestead and Farmstead Exclusion Resolution

RESOLVED, by the Board of School Directors of the Dunmore School District, that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the school year beginning July 1, 2022, under the provisions of the Homestead Property Exclusion Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

1. Aggregate amount available for homestead and farmstead real estate tax reduction.
The following amounts are available for homestead and farmstead real estate tax reduction for the school year beginning July 1, 2022:

a. Gambling tax funds. The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.505(b), as a property tax reduction allocation funded by gambling tax funds, the amount of \$424,425.

b. Remaining Property Tax Reduction Funds. Funds will be available during the school year for real estate reduction as a result of undistributed funds from the property tax reduction funds received in 2021-2022. These funds will be added to the allocation for this school year in the amount of \$1211.

c. Property Tax Reduction Funds Distributed Over the Allocated Funds. During the 2020-21 school year additional funds beyond those funds allocated for property tax reduction were distributed. As a result, those funds distributed in excess of the allocated funds will be deducted from the allocation for this school year in the amount of \$ 0.

d. Philadelphia tax credit reimbursement funds. PDE has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.324(3), as reimbursement for Philadelphia tax credits claimed against the School District earned income tax by School District resident taxpayers, the amount of \$0.00.

e. Aggregate amount available. Adding these amounts, the aggregate amount available during the school year for real estate tax reduction is \$ 425,636.00

2. Homestead/farmstead numbers. Pursuant to Act 50, 54 Pa. C.S. § 8584(i), and Act 1, 53 P.S. § 6926.341(g)(3), the County has provided the School District with a certified report listing approved homesteads and approved farmsteads as follows:

a. Homestead property number. The number of approved homesteads within the School District is 2622.

b. Farmstead property number. The number of approved farmsteads within the School District is 0.



c. Homestead/farmstead combined number. Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 2622.

3. Real estate tax reduction calculation. The school board has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the paragraph 1(e) aggregate amount available during the school year for real estate tax reduction of \$425.636 by the paragraph 2(c) aggregate number of approved homesteads and approved farmsteads of 2622, the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$ 162.33.

4. Homestead exclusion calculation. Dividing the paragraph 3 maximum real estate tax reduction amount of \$162.33 by the School District real estate tax rate of 137.2192 mills (.1372192), the maximum real estate assessed value reduction to be reflected on tax notices as a homestead exclusion for each approved homestead is \$1183.00.

5. Homestead/farmstead exclusion authorization – July 1 tax bills. The tax notice issued to the owner of each approved homestead within the School District shall reflect a homestead exclusion real estate assessed value reduction equal to the lesser of: (a) the County-established assessed value of the homestead, or (b) the paragraph 4 maximum real estate assessed value reduction of \$1183. For purposes of this Resolution, “approved homestead” shall mean homesteads listed in the report referred to in paragraph 2 above and received by the School District from the County Assessment Office on or before May 1 pursuant to Act 1, 53 P.S. § 6926.341(g)(3), based on homestead/farmstead applications filed with the County Assessment Office on or before March 1. This paragraph 5 will apply to tax notices issued based on the initial tax duplicate used in issuing initial real estate tax notices for the school year, which will be issued on or promptly after July 1, and will not apply to interim real estate tax bills.

Employee Benefits Contract for Services

This agreement is made effective as of July 1, 2022, by and between the Dunmore School District, of 300 W. Warren Street, Dunmore, Pennsylvania 18512, and Cummings Insurance, of 1301 Madison Avenue, Dunmore, PA 18509.

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

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

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

Therefore, the parties agree as follows:

1. **Description of Services.** Beginning on July 1, 2022, Cummings Insurance will provide the following services:
 - Analyze insurance proposals according to criteria approved by the plan holder and present the results of such analysis to the appropriate parties;
 - Negotiate all employee benefits insurance renewals, including meeting directly with insurance company underwriters/representatives and place insurance as directed;
 - Analyze claims experience and assist in providing financial development of all insurance coverage;
 - Market stop loss insurance each year
 - Review all insurance, benefit, and administrative service documents for the accuracy and adherence to prior agreements;
 - Assist with budget projections on future costs of benefit programs;
 - Review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions; Assist with claims and billing issues as requested;
 - Attend meetings with pertinent parties as requested to review and answer any questions or issues with reference to coverage and service providers;
 - Assist human resource representatives with billing questions, application enrollments, terminations, status changes, open enrollment period changes, and benefit explanations, as needed;
 - Attend annual employee benefit open enrollment meetings to discuss alterations to plan design or carrier changes should the employer deem this necessary;
 - Afford the school district the ability to meet directly with Atty. Scott Wham, compliance officer, from Kistler Tiffany Benefits to assist with compliance and regulatory issues
 - Invite the school district to all in-person seminars that Cummings/KT host in NEPA

Exhibit A

10% increase



Merakey School-Scranton
136 School Street Scranton PA 18508

ASD Student Tuition	\$ 209.96 /day
ES Student Tuition	\$ 209.96 /day
PCA full day	\$ 200.08 /day
Physical Therapy	\$ 121.80 /hr
Occupational Therapy	\$ 94.04 /hr
Speech / Language	\$ 110.56 /hr
Consult	\$ 110.56 /hr
Consultation / ABA Certified	\$ 180.80 /hr
Functional Behavioral Assessment	\$ 405.64
Half day Training	\$ 368.84
Full Day Training	\$ 700.88
CCS Student Tuition	\$ 30.30 /hr
CCS PCA	\$ 28.87 /hr
CCS ESY	\$ 25.78 /hr

> same

Extended School Year (ESY)

ESY Tuition	\$ 119.12 /day
ESY Tuition with a PCA	\$ 319.20 /day

> 10%

*The cost for this service is per student that qualifies for a slot of 23 student days (\$119.12 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.

EMPLOYMENT CONTRACT
OF
DISTRICT SUPERINTENDENT

THIS AGREEMENT is made effective as of __22nd__ day of __June__, 2022, by and between the Dunmore School District, with offices located at 300 West Warren Street, Dunmore, PA 18512 (hereafter referred to as "District" and JOHN MARICHAK, an individual currently residing at: 837 Wheeler Avenue, Scranton PA 18510, (hereafter referred to as "Marichak" or as "Superintendent").

1. Term. The District hereby employs Marichak and Marichak hereby accepts employment as Superintendent of Schools of the District for a five (5) year term commencing on __July 1st__, 2022 and ending __June 30th__ of 2027.
2. Professional Certification. At all times during the term of this Agreement, Superintendent shall maintain qualifications required by the Department of Education, Commonwealth of Pennsylvania.
3. Duties and Full-Time Employment.
 - a) Superintendent shall perform such duties as are customary for the chief administrator and supervisory officer of a public school district in Pennsylvania, subject to the direction of the Board. Superintendent's duties shall include, but shall not be limited to, those set forth in the job description attached hereto as Exhibit 'A'.
 - b) Superintendent shall attend all regular and special meetings of the Board and all committee meetings thereof (excepting those related to his own employment) unless he has a compelling reason to be absent from a meeting. Superintendent shall serve as advisor to the Board and its committees in all matter affecting the District. Superintendent shall have the right to speak on all issues before the Board but shall not have the right to vote. The Board and its members, individually, shall promptly refer all criticisms, complaints and suggestions called to its attention to Superintendent for study, disposition, or recommendation as appropriate.
 - c) Superintendent shall be responsible for the total day-to-day administration of the District, subject to officially adopted policies of the Board. All official contacts between Board members and the staff of the District shall be through Superintendent exclusively. Nothing in this section shall preclude the right of the Board members to exercise their responsibilities as individuals in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board policy or directed by the Board.
 - d) Superintendent agrees to devote his full-time attention, energies, skills, and labor to his employment by the District during the term of his Agreement. Superintendent shall have the right to undertake consultative work, speaking engagement, writing, lecturing, adjunct teachings or other

professional services, provided the Board is informed and grants Superintendent permission to engage in such activities.

4. Professional Associations: The duties of the Superintendent require his participation in professional associations and presence at various meetings, conventions and conferences in order to maintain awareness of current issues, programs and information. The Superintendent's attendance at seminars, workshops, in-service programs and school activities is necessary to maintain the knowledge and skills required of his position. The District considers the expenses involved with such activities, including dues in professional associations to be directly related to the Superintendent's duties and appropriate for reimbursement. Expense reimbursement for such activities shall be provided in accordance with standard District policy. However, Superintendent shall not be eligible for reimbursement of expenses incurred in connection with more than three (3) professional associations in any single year. In addition, prior approval of the Board of Education shall be required for the Superintendent's attendance at any conventions, conferences, seminars, etc. involving an overnight stay out-of-town.

5. Evaluation of Superintendent. The Board shall evaluate, in writing, the performance of Superintendent once annually during the term of this contract. The evaluation of the Superintendent shall occur in May or June of each year. The Superintendent shall submit progress reports to the Board periodically throughout the school year. The evaluation shall be a formal evaluation in which the Board, by vote at a public meeting, shall determine whether the Superintendent's performance has been satisfactory or unsatisfactory. A satisfactory evaluation shall require the affirmative vote of the majority (5 members of the Board). The Board shall complete the formal evaluation in May or June of each year. In evaluating the Superintendent's performance, the Board shall consider the criteria set forth in Evaluation Form marked as exhibit 'B' and Board must agree on one evaluation, not an average based on 9 evaluations.

If for any reason the Board should fail to evaluate the Superintendent by June 30th of any year in accordance with this section, his performance shall be deemed satisfactory.

6. Compensation and Benefits.

a) In recognition of the complexity of the position of Superintendent and the Board's desire to compensate its Superintendent fairly, the District shall pay to the Superintendent no less than his 2022-2023 salary. Compensation shall be paid in accordance with the District's payroll procedure. Superintendent shall be entitled to increases and/or bonuses based on the following salary for ____ July 1st ____, 2022 through ____ June 30th ____, 2023 at a rate of (\$142,000) One-Hundred Forty Two Thousand Dollars. Board shall determine salary at the end of each contract year.

The District may adjust the Superintendent's annual salary during the terms of this Agreement; provided that such adjustment shall not reduce the annual salary in effect at any given time. Any adjustment in salary made during the term of this Agreement or any extension thereof shall be treated as an amendment to the salary term set forth in the preceding paragraph of this Agreement. However, when the Superintendent's salary is increased, it shall not be considered that the District has entered into a new agreement with the Superintendent nor that the termination date of this Agreement has been extended.

b) The Superintendent shall also be entitled to receive the fringe benefits set forth below:

- 1) Term Life Insurance shall be provided at the rate of one and one half (1-1/2) times the Superintendent's salary until termination for any reason.
- 2) Twenty-one (21) vacation days exclusive of legal holidays. Superintendent shall receive payment for up to ten (10) unused days at \$200.00 per day.
- 3) Three (3) personal days will be granted per year.
- 4) Twelve (12) paid sick days per year. Unused days may be accumulated without limit. Upon termination of contract, the Superintendent shall be paid (\$125.00) One-hundred twenty-five dollars for unused sick days earned under this term or subsequent terms, not to exceed 100 days.
- 5) Full tuition benefits for educational studies approved by the Board.
- 6) Superintendent will be paid an additional (\$2,000) Two Thousand Dollars per year for waiver of Health Insurance.
- 7) Superintendent shall also be entitled to the same retirement incentive package provided to the Act 93 Employees of Dunmore School District.

In addition to these benefits, the Superintendent shall receive all other benefits afforded other professional employees.

c) Salary increases and/or possible performance bonuses for Superintendent shall be determined by the Board each year in its discretion, taking into consideration the performance assessment described in Section 4. However, the parties agree that the Superintendent will receive a minimum pay increase of 2.5%.

7. Investigations by the Board. In the event that the Board directs that any investigation of Superintendent's conduct or performance be undertaken, Superintendent shall be: (i) notified of the occurrence and purpose of such investigation prior to the commencement of the same; (ii) granted the

opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such investigation prior to the investigation being concluded.

Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or Superintendent of the commencement or progress of same.

8. Discharge or Termination. The Superintendent shall be subject to discharge for valid and just cause for the reasons specified in the applicable sections of the Public School Code of the Commonwealth of Pennsylvania. The Board shall not arbitrarily or capriciously call for his dismissal.

9. Resignation. The Superintendent may resign at any time provided he give the Board 120 days written notice prior to the effective date of the resignation. If Superintendent fails to give at least 120 days' notice of such resignation, he shall reimburse the School District for the cost of all fringe benefits provided to him for a period of 120 days and salary.

The Board reserves the right to relax the length/term of this notice in the event that the District is prepared to move forward with the next Superintendent.

10. Unilateral Termination by Board of Education. The Board may unilaterally terminate this contract without cause at any time by giving at least 120 days written notice to Superintendent. In the event of such termination, the District shall pay to Superintendent, as severance pay, all of the salary and fringe benefits he would have earned under the remainder of this Employment Contract.

11. Modification. Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in a writing signed by Superintendent and approved by the Board and executed by an authorized officer of the Board.

12. Savings. If, during the term of this contract, it is found that a specific clause of the contract is illegal in Federal or State Law, the remainder of the contract not affected by such ruling, shall remain in force. This Agreement contains the entire agreement between the parties and there are no terms not set forth herein.

13. Obligations. This Agreement shall be binding upon and shall inure to the benefits of the parties, their successors or assigns.

14. Statutory References. All references to the Public School Code contained herein shall also refer to and incorporate any amendment or re-codification of such Code.

15. Applicable Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

16. Professional Liability. The District agrees that it will defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigation and as such, liability coverage is within the authority of the District to provide under state law.

17. Reappointment. In the event the Board decides that it does not desire to renew the contract of the Superintendent for another term, the District shall notify Superintendent in writing no later than one-hundred fifty (150) days prior to the expiration date of the Board's intention not to reappoint him. In the event that the Board fails to take such action at a regular meeting of the Board of School Directors occurring at least one-hundred fifty (150) days prior to the expiration date of the term of office of the Superintendent, the Superintendent shall continue in office for a further term of similar length to that which he is serving.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

Michael T. Colaneri
Secretary

DUNMORE SCHOOL DISTRICT:

BY: Joseph M. Marichak
President

Date: 6/22/2022

WITNESS:

Antoinette Lipatka

BY:

John Marichak
John Marichak, Superintendent

Approved as to form:

Matthew D. Dempsey
Matthew D. Dempsey, Esquire
Solicitor
Dunmore School District

V. EDUCATION

- A. Motion by Mr. Kranick seconded by Mr. Hallinan to approve the Title III Consortium Agreement with NEIU #19 for the 2022-2023 School Year.
(See attached)
ALL PRESENT WERE IN FAVOR
- B. Motion by Mr. Butler seconded by Mr. Hunt to update Policy 913 Non-School/ Organizations/Groups/Individuals with PSBA.(See attached)
ALL PRESENT WERE IN FAVOR
- C. Motion by Mr. Hallinan seconded by Ms. McDonough to request a Cooperative Sponsorship for Wrestling with North Pocono High School.
ALL PRESENT WERE IN FAVOR
- D. Motion by Mr. Coleman seconded by Mr. Hallinan to elect Jessica Libassi, PSBA Delegate for the Dunmore School District for the 2022-2023 School year.
ALL PRESENT WERE IN FAVOR
- E. Motion by Mr. Kranick seconded by Mr. Hunt to approve the Special Education Service Agreement with NEIU #19 for the 2022-2023 School Year. (See attached)

VI. FINANCE

- A. Motion by Mr. Krancik seconded by Mr. McHale to approve the following payrolls:
5/13/22, 5/27/22, & 6/10/22;

5/13/22	\$423,276.80
5/27/22	\$384,041.64
6/10/22	<u>\$529,659.53</u>
	\$1,336,977.97

ALL PRESENT WERE IN FAVOR

- B. Motion by Mr. McHale seconded by Ms. Libassi to accept the Treasurer's Report for the month(s) of MAY 2022.
ALL PRESENT WERE IN FAVOR
- C. Motion by Mr. Hunt seconded by Mr. Hallinan to approve Worker's Compensation Insurance Policy effective 7/1/22 with Wasco Insurance in the amount of \$37,935.00. (Decrease of \$6,226 over prior year)
ALL PRESENT WERE IN FAVOR
- D. Motion by Mr. Coleman seconded by Mr. Hunt to approve Payment for LIST OF BILLS: \$293,183.99.
ALL PRESENT WERE IN FAVOR
- E. Motion by Mr. Hallinan seconded by Mr. McHale to accept Activities Reports for month(s) of MAY 2022.
ALL PRESENT WERE IN FAVOR
- F. Motion by Mr. Hallinan seconded by Mr. Kranick to Wage Tax-Collector's Reports For month (s) of MAY 2022.
ALL PRESENT WERE IN FAVOR
- G. Motion by Mr. McHale seconded by Ms. McDonough to adopt the attached 2022-2023 Resolution authorizing the Homestead Real Estate Tax Assessment reductions for Approved Homestead properties beginning July 1, 2022 under the provisions of the Homestead Property Exclusion Act and the Taxpayer Relief Act. (See attached)
ALL PRESENT WERE IN FAVOR
- H. Motion by Ms. Libassi seconded by Mr. Hunt to commit a portion of the School District Fund Balance according to the direction of the PA. Dept. of Education and GASB 54. The Board wishes to commit funds as of June 30, 2022 for the following;

PSERS CONTRIBUTION	\$500,000
TECHNICAL CLASSROOM SUPPLIES	\$500,000
HEALTHCARE COSTS	<u>\$500,000</u>
	\$1,500,000

ALL PRESENT WERE IN FAVOR

- I. Motion by Mr. McHale seconded by Mr. Coleman to adopt 2022-2023 District Operating Budget in the amount of \$25,813,646 setting the Real Estate Tax Milage for this period at 137.2192 mills and re-establish the Tax levies as Authorized by Act 511 for the 2022-2023 fiscal year.

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

ALL PRESENT WERE IN FAVOR

- J. Motion by Mr. Kranick seconded by Mr. Hunt to approve Capital Project payments;

CM3 BUILDING SOLUTIONS \$180,730.00
CM3 BUILDING SOLUTIONS \$868,158.50

ALL PRESENT WERE IN FAVOR

- K. Motion by Mr. McHale seconded by Mr. Butler to renew contract with Michael Cummings, for the 2022-2023 School year for Healthcare Consulting Services in the amount of \$23,626.00 to be paid semi-annually. (No increase from prior year) (See attached)

ALL PRESENT WERE IN FAVOR

- L. Motion by Mr. Hunt seconded by Ms. Libassi to approve a Special Education Agreement with Merakey for Special Education placements. The Agreement will be from August 1, 2022 through and including July 31, 2023. (See attached)

ALL PRESENT WERE IN FAVOR

- M. Motion by Mr. Hallinan seconded by Mr. Kranick to renew Cleaning Contract with Gigi Cleanrite for the 2022-2023 School Year at a cost of \$370 per day for the DEC and \$465 per day for the Jr./Sr. High School. This is an overall increase of \$10,800 from prior year.

ALL PRESENT WERE IN FAVOR

- N. Motion by Mr. Butler seconded by Ms. McDonough to award bids and School Art and Athletic Supplies for the 2022-2023 School Year.

ALL PRESENT WERE IN FAVOR

- O. Motion by Mr. McHale seconded by Mr. Kranick to approve and agreement with NEIU #19 computer technician services at a cost \$50.00 per hour on an as needed basis.

ALL PRESENT WERE IN FAVOR

- P. Motion by Mr. Kranick seconded by Mr. Hunt to approve a contract with Northeast Data for one (1) year of unlimited Network Support from July1, 2022 through June 30, 2023 at a cost of \$31,200.

ALL PRESENT WERE IN FAVOR

NORTHEASTERN EDUCATIONAL INTERMEDIATE UNIT
RESOLUTION

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

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

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

BE IT THEREFORE RESOLVED that the attached contract(s) with *NEIU* for provision of special education programs and services as specified therein are hereby approved for the 2022-2023 school year and thereafter until expiration in accordance with the terms thereof.

DUNMORE SCHOOL DISTRICT

By: _____

Joseph Murrocco
Board President

ATTEST:

Michael J. Allen

Board Secretary

Date: _____

8/15/22

VII. NEW BUSINESS

Mr. McHale commended all involved in the talks about the SRO's, also funding in Schools needs to be in place for this purpose. Mr. Hallinan addressed the social media issues with the comments about a "corrupt board".

VIII. PRESIDENT'S REPORT

Mr. Muracco congratulated Mr. Marichak on his five year contract and the SRO Agreement.

IX. SUPERINTENDENT'S REPORT – See Attached.

*** ACCEPTANCE OF REPORTS

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

ALL PRESENT WERE IN FAVOR

Respectfully submitted,



Michael Coleman
Board Secretary