

**DUNMORE SCHOOL DISTRICT**

**REGULAR MEETING  
AUGUST 17, 2022**

The Regular Monthly Meeting of the Dunmore Board of School Directors was held **Wednesday, August 17, 2022, at 6:00pm** in the High School Cafeteria. The Work Session was held **Monday, August 15, 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- Absent

\*\*\* **PUBLIC DISCUSSION** – None

**II. APPROVED MINUTES**

Motion by Mr. Hallinan seconded by Mr. McHale to approve the MINUTES of the Regular Meeting of June 22, 2022.  
**ALL PRESENT WERE IN FAVOR**

**III. COMMUNICATIONS**

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

1. Ratify Lackawanna County SWAT team use of track 7/23/22.
2. DHS Music Boosters use of facilities for 2022-2023 Music programs, stand At games and meetings in Café.
3. Jr. Bucks requesting to set up Concession stand at Dunmore High School Football games
4. Dunmore Borough request to use Classroom for Civil Service test on 9/10/22 at 10:00am.
5. Scranton Football Officials request use of Café for Chapter meetings on 8/25,9/8,9/15,9/22, 9/29, 10/6 & 10/20/22 at 6:30pm
6. The Dunmore Lions Club requests permission to collect donations for the Annual White Cane Fund drive at the Dunmore Lakeland football game on 10/7/22.
7. Montana Amusements request permission to operate a concession stand at Dunmore home varsity football games.

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**

**IV. PERSONNEL**

- A. Motion by Mr. McHale seconded by Mr. Kranick to accept the Personnel Reports.  
**ALL PRESENT WERE IN FAVOR**
- B. Motion by Mr. Butler seconded by Mr. Hunt to approve Michael Vescovi, Elementary Teacher effective date August 29, 2022. Terms are defined in the Agreement with the Dunmore Federation of Teachers.  
**ALL PRESENT WERE IN FAVOR**
- C. Motion by Ms. McDonough seconded by Ms. Libassi to appoint Brittney Washo, Educere Virtual/daily Substitute in the DEC and DHS. Will be funded out of ESSER's grant.  
**ALL PRESENT WERE IN FAVOR**
- D. Motion by Mr. Coleman seconded by Mr. Hallinan to appoint Ryan Ehnott, 7<sup>th</sup> Grade Boys Basketball Coach effective immediately. Terms are defined in the Agreement With the Dunmore Federation of Teachers.  
**ALL PRESENT WERE IN FAVOR**
- E. Motion by Mr. Kranick seconded by Mr. Hallinan to accept resignation of Ben O'Brien from Social Studies teachers and Girls Head Basketball Coach Effective date August 31, 2022.  
**ALL PRESENT WERE IN FAVOR**
- F. Motion by Ms. Libassi seconded by Mr. McHale to appoint Sara Kirchner Social Studies Teacher effective date August 29, 2022. Terms are defined in the Agreement with the Dunmore Federation of Teachers.  
**ALL PRESENT WERE IN FAVOR**
- G. Motion by Mr. McHale seconded by Mr. Hallinan to appoint Carrie Toomey, Girls Head Basketball Coach pending Clearances. For Job description and employment terms, please contact the office of the Superintendent.  
**ALL PRESENT WERE IN FAVOR**
- H. Motion by Mr. Kranick seconded by Mr. Hunt to appoint William Jones, Health And Physical Education Teacher in the Jr/Sr High School effective date August 29, 2022. Terms are defined in the Agreement with the Dunmore Federation of Teachers  
**ALL PRESENT WERE IN FAVOR**
- I. Motion by Mr. Butler seconded by Mr. Hallinan to appoint Tom Toole Volunteer Jr. High Soccer Coach.  
**ALL PRESENT WERE IN FAVOR**

**V. EDUCATION**

- A. Motion by Mr. Hunt seconded by Mr. Hallinan to update Comprehensive Plan for a three (3) year period beginning the 2022-2023 School Year.  
**ALL PRESENT WERE IN FAVOR**
- B. Motion by Mr. Coleman seconded by Ms. McDonough to approve MOU for School Resource Officers with Dunmore Borough for the 2022-2023 School Year. (See attached)  
**ALL PRESENT WERE IN FAVOR**
- C. Motion by Ms. Libassi seconded by Mr. Hunt to update ATSI plan for the 2022-2023 School year. (See attached)  
**ALL PRESENT WERE IN FAVOR**
- D. Motion by Mr. Butler seconded by Mr. Kranick to update the Health and Safety Plan for the 2022-2023 School Year. (See attached)  
**ALL PRESENT WERE IN FAVOR**

- E. Motion by Mr. Hallinan seconded by Mr. Kranick to accept the promulgation of the All Hazards Plan .This plan is adopted as the Dunmore School District Emergency Operations/All Hazards Plan for all emergencies and disasters occurring within the school district. This plan is designed to comply with all applicable federal and state regulations and provides with policies and procedures to be followed when dealing with emergency conditions, along with proactive actions to take in order to avoid emergency situations.

This plan supersedes all previously developed emergency plans of the Dunmore School District.

ALL PRESENT WERE IN FAVOR

- F. Motion by Ms. Libassi seconded by Mr. Kranick to approve a Special Education Service Agreement with Graham Academy for the 2022-2023 School year. (See Attached)

ALL PRESENT WERE IN FAVOR

- G. Motion by Ms. McDonough seconded by Mr. Hunt to approve a Special Education Service Agreement with CIL for the 2022-2023 School year. (See attached)

ALL PRESENT WERE IN FAVOR

- H. Motion by Mr. Kranick seconded by Mr. Hallinan to approve Title I Agreement With NEIU #19 for the 2022-2023 School year. (See attached)

ALL PRESENT WERE IN FAVOR

- I. Motion by Mr. Butler seconded by Mr. Hunt to approve Special Education Settlement Agreement with Student ID#6619775942.

ALL PRESENT WERE IN FAVOR

VI. FINANCE

- A. Motion by Mr. Hunt seconded by Mr. Butler to approve the following payrolls:  
6/24, 7/8, 7/22 & 8/5/22;

June 24, 2022	\$382,912.73
July 8, 2022	\$382,627.54
July 22, 200	\$387,999.25
August 5, 2022	\$357,172.63
	\$1,510,712.15

ALL PRESENT WERE IN FAVOR

- B. Motion by Mr. McHale seconded by Mr. Kranick to accept the Treasurer's Report for the month(s) of JUNE & JULY 2022.

ALL PRESENT WERE IN FAVOR

- C. Motion by Ms. Libassi seconded by Mr. Kranick to Capital Project payments;

GIANT FLOOR	\$9,025.00
CM3 BUILDING SOLUTIONS	\$734,669.50
RICE'S FOOD EQUIPMENT	\$1,870.00
AAA STATE OF PLAY	\$6,840.00

ALL PRESENT WERE IN FAVOR

- D. Motion by Mr. Kranick seconded by Mr. McHale to approve Payment for LIST OF BILLS: \$1,326,293.06.

ALL PRESENT WERE IN FAVOR

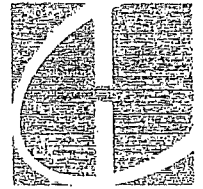
- E. Motion by Mr. Butler seconded by Ms. McDonough to accept Activities Reports for month(s) of JUNE & JULY 2022.

ALL PRESENT WERE IN FAVOR

- F. Motion by Mr. Hallinan seconded by Mr. Hunt to Wage Tax-Collector's Reports For month (s) of JUNE & JULY 2022.

ALL PRESENT WERE IN FAVOR

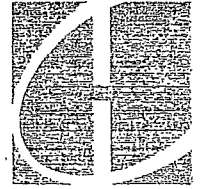
- G. Motion by Mr. Kranick seconded by Mr. McHale to approve the renewal of the Student Accident/Sports Policy with PA Church Insurance Agency for 2022-2023 School year. Cummings Insurance is the producer. The cost of the Policy is \$15,995.00. (No increase From prior year)  
ALL PRESENT WERE IN FAVOR**
- H. Motion by Mr. Kranick seconded by Ms. Libassi to approve the attached Addendum With CM3 for the ongoing GESA project. The increase to the project is \$147, 680.  
ALL PRESENT WERE IN FAVOR**
- I. Motion by Mr. McHale seconded by Mr. Hunt to accept the Valuation of Market Value For Dunmore School District as established by the State Tax Equalization Board for 2021.  
ALL PRESENT WERE IN FAVOR**
- J. Motion by Mr. McHale seconded by Mr. Hallinan to approve an agreement with COWDAN Associates Inc. for the GASB 75 valuation at a cost of \$12,400.00.  
ALL PRESENT WERE IN FAVOR**
- K. Motion by Mr. Kranick seconded by Ms. Libassi to approve the Agreement to make Educere our Virtual Instructions partner for the 2022-2023 School year at a cost of \$1,999.00 per seat.  
ALL PRESENT WERE IN FAVOR**
- L. Motion by McHale seconded by Mr. Butler to approve School Leader Policy renewal for 2022-2023 School year. The Policy is with the School Boards Insurance Co. of PA, Inc. Polizzi-Kelly Insurance Agency is the producer. The cost of the Policy is \$13,036. (Increase of \$178 from prior year)  
ALL PRESENT WERE IN FAVOR**
- M. Motion by Ms. Libassi seconded by Mr. Kranick to approve List of Bus drivers and Van Drivers for the 2022-2023 School year. (See attached list)**
- N. Motion by Mr. Coleman seconded by Mr. McHale to approve a 2022-2023 contract with Klenzoid Inc. Water Specialists at a cost of \$4,495 per year. This is a 5% increase over The prior year.  
ALL PRESENT WERE IN FAVOR**
- O. Motion by Mr. McHale seconded by Mr. Hunt to approve proposal for Architectural And Engineering Services for Field House and Gym addition. The cost of the these Services will be \$217,000. (See attached)**
- P. Motion by Mr. Hunt seconded by Mr. Coleman to approve a 5-year contact with Act 93 Administrators from 2022-2023 through 2026-2027. (See attached)**
- Q. Motion by Mr. Kranick seconded by Mr. McHale to approve an increase in the Sub Caller stipend for the following years;**
- |         |        |
|---------|--------|
| 2022-23 | \$1500 |
| 2023-24 | \$1000 |
| 2024-25 | \$500  |
| 2025-26 | \$500  |
| 2026-27 | \$500  |
- ALL PRESENT WERE IN FAVOR**



**Fieldhouse Renovations and  
Auxiliary Gym Addition for the  
Dunmore School District**  
Dunmore, PA



**Proposal for Architectural and Engineering Services**



3. Coordination of the site development with the civil engineer.
4. Construction documents (drawings and specifications)

#### Bidding Phase:

1. Coordinate bidding phase w/ CM3
2. Assist in responding to Requests for Information - RFI's
3. Release addendums as needed for clarifications or responses to questions during the bidding process or pricing phase
4. Assist in value engineering

#### Construction Administration:

1. Respond to contractor's questions during construction
2. Review shop drawings for conformance to the construction documents
3. Conduct on-site bi-weekly construction meetings
4. Approve applications for payment
5. Address field conditions promptly
6. Coordinate close out documentation for owner including owner manuals, required trainings

#### Fee Structure:

- Civil / Survey
- Architectural
- Structural
- Mechanical
- Electrical
- Plumbing

Lump Sum Fee: \$217,000.00

#### Notes / Exclusions:

1. Fee is based on design from pre-design concluding in May 2022
2. Hazmat investigations
3. Geo-tech (Fee: \$7,550.00 to be confirmed) – direct contract between engineer and owner
4. Testing and Inspections for Construction – (Fee TBD pending required scope), direct contract between engineer and owner
5. Furniture and equipment: design, bidding and coordination for procurement is not included

Please feel free to contact me with any questions or concerns.

Respectfully submitted,

Brian D. Doran AIA LEED AP  
Principal

cc: file  
Gary Muracco, Dunmore School District



hemmler + camayd's Hourly Personnel Rates as of January 2022 are:

PERSONNEL	HOURLY RATE
Partner	\$ 150.00
Associate	\$ 130.00
Registered Architect	\$ 125.00
Designer/Senior Tech	\$ 85.00
Junior Tech	\$ 65.00
Clerical Support	\$ 45.00

*NOTE: Consultants' Rates will be added.*

#### REIMBURSABLES:

Xeroxing (8-1/2" x 11")	\$ . 0.12 / Page (black & white)
	\$ 1.10 / Page (color)
Xeroxing (8-1/2" x 14")	\$ 0.18 / Page (black & white)
	\$ 1.10 / Page (color)
Xeroxing (11" x 17")	\$ 0.24 / Page (black & white)
	\$ 1.90 / Page (color)
Plots (black & white)	
• 9" x 12"	\$ 0.75 / Plot
• 12" x 18"	\$ 1.35 / Plot
• 17" x 22"	\$ 1.75 / Plot
• 18" x 24"	\$ 1.75 / Plot
• 24" x 36"	\$ 2.70 / Plot
• 30" x 42"	\$ 3.93 / Plot
Plots (color)	
• 9" x 12"	\$ 2.50 / Plot
• 12" x 18"	\$ 4.12 / Plot
• 17" x 22"	\$ 8.25 / Plot
• 18" x 24"	\$ 8.25 / Plot
• 24" x 36"	\$ 16.50 / Plot
• 30" x 42"	\$ 24.06 / Plot

#### OTHER DIRECT COSTS:

Federal Express/ UPS Overnight Letters @ Current Rates

Travel \$ 0.59 / Mile

FAX Direct Cost

Photographs Direct Cost

Hotel / Meals Direct Cost

*NOTES: 1. All Reimbursable Expenses will be charged at cost + 10% handling and administration*

**INVOICES:** Invoices will be submitted monthly as the work progresses.



7. **Hazardous Materials:** Unless otherwise stipulated in the Proposal, H+C shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
8. **Payments:** Invoices submitted by H+C to Client are due and payable in full upon receipt without retainage and payment shall not be contingent upon receipt of funds from third parties. If an invoice remains unpaid for more than thirty (30) days from the date of the invoice, a service charge of one and one-half percent (1-1/2%) per month, eighteen percent (18%) per annum, shall be assessed on all unpaid amounts dating from the date of this invoice.
9. **Extra Work: Fees and Reimbursable Costs:** For extra work or services beyond those described in this proposal, the Architect shall be reimbursed at the hourly rates listed in the Fees and Costs portion of this Proposal. Reimbursable costs shall adhere to the schedule of reimbursables as outlined in the Fees portion of this proposal and also include photographic material (if required) and other reproduction costs.
10. **Option to Cancel:** It is understood that either party has the option to cancel this agreement at the conclusion of any phase. The Client shall then only reimburse the Architect for work performed up to the date of cancellation.
11. **Exclusivity:** The Architect's Services consist of those services performed by the Architect, the Architect's employees, and the Architect's consultants. The Architect shall assume no responsibility for work performed for the Client by other firms or individuals not in the employ of the Architect.
12. **Consistency of Terms:** The Architect's Designated Services covered under the Terms of this Agreement are based upon information supplied by the Client. The Architect's fees are based upon an understanding that the scope of work and terms shall remain consistent with the information contained within this proposal. Selection of the Architect to perform the work shall signify the Client's acceptance of the terms set forth herein. Any Client initiated changes to the herein described scope of work and conditions of the Architect's performance of services shall, of necessity, result in renegotiations of the Terms of this proposal and contract between Owner and Architect and the issuance of a written amendment which shall become part of the contract.
13. **Services Not Included:** In addition to the limitations described under Item 3 Basic Services, the following services are not included as Architect's Basic Services under the terms of this Proposal:
  - Providing any other service not otherwise included in this Agreement.

Klenzoid, Inc.  **Industrial Water Specialists**  
912 Spring Mill Ave. • Conshohocken, PA 19428 • 610-825-9494  
P.O. Box 389 Fax -610-825-0238

Friday, June 24, 2022

Dunmore School District  
Antoinette Lopatka  
300 West Warren Street  
Dunmore, PA 18512

**Reference: Water Treatment at Dunmore High School  
Renewal 2022 - August, 2022**

Dear Antoinette:

We are pleased to have you as a loyal Klenzoid customer. Thank you for your continued business. At this time, we have reviewed your account based upon contract costs and your system requirements and operations.

It is our belief that all has gone well this past year and we have enjoyed providing these valuable services to you. Unfortunately, at this time we are forced to increase your contract amount in order to keep pace with escalating costs such as labor, fuel, insurance and raw materials.

Based upon the review the price of your contract will be \$4,494.00 annually, billed quarterly at \$1,123.50. Tax is in addition to the above stated amount. If your facility is tax exempt, please forward your tax exemption certificate.

Your renewal date is August 1<sup>st</sup>, 2022. If you require a purchase order for invoice processing, please forward a current number in advance of this renewal date. To accept this renewal as an extension to your former contract, please sign and return as soon as possible.

Should you have any questions feel free to call me directly at (610) 825-9494. We value your business and look forward to continuing our relationship.

Sincerely,

*Steve Douglas*

[Steve.Douglas@klenzoidinc.com](mailto:Steve.Douglas@klenzoidinc.com)

Klenzoid, Inc.  **Industrial Water Specialists**  
912 Spring Mill Ave. • Conshohocken, PA 19428 • 610-825-9494  
P.O. Box 389 Fax -610-825-0238

**ACCEPTED AND AGREED:**

Klenzoid, Inc.  
Name: Jeff L Rudolph  
Titled: President  
Signature:

*Jeffrey L Rudolph, CWT*

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**CUSTOMER:**

Company Name: Dunmore School District  
Name: Antoinette Lopatka  
Title: Business Administration  
Signature:

*Antoinette Lopatka*

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**ADDENDUM TO MEMORANDUM OF UNDERSTANDING  
BETWEEN THE DUNMORE SCHOOL DISTRICT AND THE BOROUGH OF  
DUNMORE REGARDING THE SCHOOL RESOURCE OFFICERS AND SERVICES**

1. The parties have entered into a Memorandum of Understanding regarding School Resource Officers.
2. The parties have agreed that the Dunmore School District will pay to the Borough of Dunmore a set fee of \$100,000.00 for the 2022-2023 school year. The monies will be paid in equal installments on a quarterly basis.
3. The parties hereby agree and confirm that in exchange the School District will be provided with two (2) trained SROs on a daily basis whenever the Dunmore School District is in session. Failure to provide two (2) trained Officers will be a violation of this Agreement.
4. In addition to the School Resource Officers, the parties agree and stipulate that the Borough will also provide transportation of its garbage to the Keystone Landfill pursuant to past practices.
5. This contract will renew annually unless the Borough of Dunmore notifies the Dunmore School District prior to January 1, 2023.
6. This is the entire, final, complete and integrated Agreement between parties with respect to the subject matter and supersedes any and all prior agreements or communications.

8/17/22  
Date

8/31/22  
Date

8/31/22  
Date

John Marvich  
Superintendent

M/S  
Mayor

W.J.L.  
President, Borough Council

This document shall serve as the memorandum of understanding between the Dunmore School District and the Dunmore Police department. It shall serve as guidelines for the duties of the School Resource Officer. This document was created in accordance with state, federal laws, guidance from the Dept of Justice COPS office, the National Association of School Resource Officers and consideration of Dunmore's unique demographic of being a school district comprised of a singular municipality and, shall work in conjunction with the borough and districts memorandum of understanding.

The purpose of the **SRO** program shall be to work with the school district to provide a safe environment wherein students are given the tools necessary to succeed without fear of violence. With that lofty goal in mind this MOU shall cover the following areas and shall be based on **NASRO** triad concept (**N**ational **A**ssociation of **S**chool **R**esource **O**fficers) The triad concept divides the SRO's responsibilities into three areas: Educator, Informal Counselor, and Law Enforcement Officer.

#### Staffing:

All officers who are assigned as an SRO at the Dunmore School District should receive training by the National Association of School Resource Officers. Both parties agree that the Borough of Dunmore will provide two (2) SROs for the 2022-2023 school year. If any SROs are unable to attend due to illness or vacation, the Borough will supply an additional officer to confirm appropriate staffing at all times.

#### Mandated Reporting:

The SRO is a mandated reporter.

#### Safety:

The SRO shall be responsible for any issues that represent a threat or potential threat to the safety of students, teachers, administrators, office staff, maintenance and school grounds. Other safety related duties shall include but are not limited to:

Trespassers

Safety assessments; Physical plant operations secure doors/windows ect

Video system/Phone system caller Id/communications systems

#### Violence Prevention:

Bullying/Harassment, the **SRO** and the district building principals/guidance counselors shall work cooperatively to address incidents of bullying and harassment, including but not limited to developing prevention strategies, conducting investigations, and mediation of problems.

### **Critical incident planning:**

NIMS (National Incident Management System)

Planning,

Implementation

Practice

### **Traffic/Parking:**

SRO Shall be responsible for addressing safety and traffic issues on and around campus as it pertains to safe movement of traffic on campus in conjunction with the Dunmore School District. The SRO shall also maintain records of and distribute parking passes to staff and students.

### **Staff Meetings:**

SRO and District officials should have regular meetings to discuss ongoing issues.

### **Drugs:**

Because drug activity creates a substantial risk of violence and puts students health at risk, District officials and SRO shall develop and implement strategies to target drug issues both in general and when necessary specific activity or students.

### **Discipline:**

The SRO shall not administer school discipline;

The SRO may assist district officials with investigations at their request.

The SRO shall have the authority to enforce school rules like any other building staff but shall not administer discipline. EG: Hall monitoring, cafeteria presence, parking lots ect.

Criminal activity reported to or observed by the SRO shall be reported as soon as possible to the Building Administrator and Dunmore School Superintendent.

### **Investigative Process:**

Investigation of incidents by the SRO shall be conducted in a law enforcement appropriate manner consistent with the Rules of Criminal Procedure, Pennsylvania School Code, and rules

promulgated by the Commonwealth of Pennsylvania and Lackawanna County District Attorney's office regarding juvenile justice.

#### **Out of School Problems:**

Because of Dunmore's unique demographic and ever changing social strata, there are times off campus incidents occur which manifest themselves inside the school. In those cases, where potential criminal activity occurs, the Administrators and SRO should meet and discuss joint handling of these situations. Any criminal matters that occur outside of the school which do not create problems inside the school will not be investigated by the SRO. Whenever the SRO is notified of criminal or social issues that he or she feels presents a problem to the School District and/or student, the parents and Administration should be contacted and appropriate referrals should be made.

#### **Mentorship/liaison:**

Like all police officers, the **SRO** develops relationships in the community in which they operate.

Many times, students, staff and the public alike view the **SRO** as resource to seek help from the **SRO** with referrals/guidance regarding a myriad of issues such as domestic issues, substance abuse, bullying/harassment, or any issue with which they do not feel comfortable calling the "police", or district officials about and so the program grows as a result of a softer problem solving approach.

The SRO should strive to develop and maintain these relationships through participating in school events, and building rapport with students/faculty through daily interaction with the school community.

SRO Shall participate with school **Multi-Disciplinary Team** and **Student Assistance Programs** as well.

#### **Educational programming:**

The **SRO** shall conduct preventative programs consistent with national educational standards.

The Resource officer is also permitted to guest speak in classrooms at teachers/districts request.

#### **Information Sharing:**

The **SRO** is permitted to share information with district officials with regards to risk factors outside of school that may affect students adversely inside of school.

# MYCIL TRANSITIONAL SKILLS CENTER

## PROVIDER AGREEMENT

This Provider Agreement, dated August 17, 2022, is between Dunmore School District ("SCHOOL") and Northeast Pennsylvania Center for Independent Living, a Pennsylvania non-profit Corporation d/b/a MYCIL ("MYCIL")

### Background

SCHOOL has entered into an agreement with MYCIL to provide transitional life skills to student(s) of the SCHOOL, (hereinafter "Participant"). Included in the services to be provided or arranged by MYCIL are access to MYCIL's Transition Skills Center and instruction in independent home living, social skills and vocational skills, (the "Services"). SCHOOL requires a facility that can provide instruction to Participants in transitional life skills. SCHOOL and MYCIL desire that SCHOOL purchase the Services it requires from MYCIL.

Accordingly, the parties agree as follows:

#### 1. Obligations of MYCIL.

a. **General.** MYCIL represents and warrants that it, and all of its employees, agents and representatives, will be properly trained and qualified in order to render the Services pursuant to this Agreement. MYCIL shall provide the Services described in Schedule A, on a non-exclusive basis, to SCHOOL during the term of this Agreement. MYCIL will provide the Services to any number of Participants the SCHOOL wishes to send to the Transitional Skills Center. There is no requirement imposed upon SCHOOL pursuant to this Agreement to purchase a minimum amount of Services hereunder.

b. **Provision of Services.** The program teaches high school students (ages 14-21), with a variety of disabilities, the skills needed to succeed in competitive employment and post-secondary settings. Participants are guided through a series of instructional skill enhancement activities. The program continually builds on lessons learned, allowing for repeated instruction and reinforcement of new skills as participants progress.

c. **Personnel.** MYCIL shall be responsible for providing qualified personnel to deliver the Services. SCHOOL will provide all personnel and equipment required for the transportation needs of any Participant who is a student of SCHOOL.

d. **Delivery.** The Services provided by MYCIL under this Agreement shall be provided at the MYCIL's Transitional Skills Center facility located at 530 Electric Street, Scranton PA.

e. **Invoice.** The annual half day price is \$18,000.00. Billing will be monthly in equal installments calculated on a 9 month schedule from September 1 through May 31. Once a student is enrolled in the program, SCHOOL shall be responsible for payment of invoices, which MYCIL will mail or email to SCHOOL. Payment is due within 30 days of receipt by SCHOOL. SCHOOL shall be responsible for payment even if enrolled PARTICIPANT is absent from program. SCHOOL is responsible for PAYMENT so long as Participant is enrolled in the program. Withdrawal from the program will be effective upon written notification to MYCIL from SCHOOL. SCHOOL will only be responsible for payment of services provided up to date of

withdrawal.

f. **Force Majeure.** MYCIL shall use its best efforts to provide the Services requested by SCHOOL, but MYCIL shall not be responsible for delays caused by an act of God or any other cause reasonably beyond MYCIL's control. SCHOOL agrees that in such event, MYCIL, without liability, may allocate the Services covered by this Agreement among all of its customers. A Force Majeure event shall include, but not be limited to, MYCIL's inability to perform, fully in or in part, services for reasons caused by or related to COVID-19 or other viruses.

g. **Incident Reports.** MYCIL agrees to inform SCHOOL within 24 hours of any incident or circumstance which might affect the health or safety of a participant who is student of SCHOOL. MYCIL also agrees to inform SCHOOL within 72 hours of any complaint, regarding a Participant who is a student of SCHOOL, received from a Participant, family member or medical professional. SCHOOL will provide copies of an incident report on which details of any incident are to be reported. SCHOOL may require a written plan of correction and evidence that the plan was implemented.

## 2. **Obligations of SCHOOL.**

a. **General.** SCHOOL shall pay the fees identified in Schedule B in return for services, on a non-exclusive basis, during the term of this Agreement.

b. **Purchase Price; Payment.** SCHOOL shall pay to MYCIL the fees for the Services as set forth in Schedule B.

c. **Payment Terms.** All payments to be made by SCHOOL to MYCIL under this Agreement are due 30 days from SCHOOL's receipt of a related invoice. SCHOOL must pay MYCIL interest on all clean claims that are not paid within 30 days at a rate of 1.5% per month (18% annual) for each month the claim remains un-adjudicated.

d. **Non-Solicitation of MYCIL Employees.** SCHOOL, on behalf of itself and its employees, agrees that neither SCHOOL shall not hire or solicit for hire, directly or indirectly, any MYCIL employees with whom SCHOOL's students have contact as a result of this Agreement. In violation of the preceding sentence, it would be impractical and extremely difficult to anticipate or determine MYCIL's actual damages in the event of such a breach. Therefore, as MYCIL's exclusive monetary remedy for any such breach by SCHOOL, SCHOOL shall pay the amount of Five Thousand Dollars (\$5,000) to MYCIL as liquidated damages in the event of a breach, which amount the parties agree is not a penalty. The provisions of this paragraph may be waived by the mutual written agreement of MYCIL and SCHOOL.

## 3. **Term/Termination/Events of Default/Remedies upon Default.**

a. This Agreement shall have a term commencing August 1, 2022 through July 31, 2023. Either party may terminate this Agreement upon the happening of an Event of Default (as defined below) or pursuant to Section 3(b) below.

Upon notification of termination and during the time pending termination, MYCIL shall be

obligated to reasonably cooperate with SCHOOL to ensure no Participant is left without transitional services. SCHOOL shall use its best efforts to locate another Provider of the Services; however, if SCHOOL is unable to locate a qualified replacement, Provider, MYCIL shall, at SCHOOL's request, continue to provide the Services to Participant then receiving the Services for no more than thirty (30) days following notification of termination.

b. The occurrence of any of the following shall constitute an "Event of Default" hereunder;

(i) Any warranty, representation or covenant contained herein is untrue as of the date hereof or is breached during the term hereof, and any such breach which is capable of remediation is not remedied within 15 days after the written notice thereof from the non-breaching party; or

(ii) Either party shall cease doing business as a going concern, or make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they become due, or file a voluntary petition in bankruptcy, or be adjudicated a bankrupt or insolvent, or file a petition seeking for itself any reorganization, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or file an answer admitting the material allegations of a petition filed against it in any such proceeding or fail to have such petition filed against it dismissed within 60 days after filing or consent to or acquiesce in the appointment of a trustee, receiver or liquidator of it or all or any substantial part of its assets or properties.

c. Upon the happening of an Event of Default, the aggrieved party shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity, including the right of termination of this Agreement.

#### 4. Miscellaneous.

##### a. Indemnification.

(i) MYCIL shall defend, indemnify and hold harmless SCHOOL and each of its officers, directors, employees, and agents (the "SCHOOL Parties"), from and against any and all Indemnified Amounts incurred by the SCHOOL Parties or any of them as a result of, or arising out of, or relating to MYCIL's performance under this Agreement but only to the extent such Indemnified Amounts are caused by the negligence or willful misconduct of any of the MYCIL Parties.

(ii) SCHOOL seeking indemnification pursuant to this Section 4.a shall notify the other party in writing of the assertion of any claim, or the commencement of any suit, action or proceeding by any party in respect of which indemnity may be sought under this Agreement within thirty (30) days of such assertion or commencement. Failure to notify the other party will result in the waiver of indemnity rights with respect to such claim, suit, action or proceeding. The parties shall cooperate with each other in the defense of any such claim, suit, action or proceeding.

(iii) SCHOOL, Dunmore School District, is a political sub-division of the State of Pennsylvania and is bound by the provisions of the political sub-division Tort Claims Act. Dunmore School District does not waive any procedural or substantive defense for benefits

provided by this Act or other legislative enactments regarding limitation of liability by the protection of the Act. Any indemnity and/or insurance obligations incurred by Dunmore School District under this contract are expressly limited to the amount identified in the Pennsylvania Sub-Division Tort Claims Act. Subject to the limitations set forth in the preceding sentences of this subparagraph, SCHOOL shall defend, indemnify and hold harmless MYCIL and each of its officers, directors, employees, and agents (the "MYCIL Parties"), from and against any and all Indemnified Amounts incurred by the MYCIL Parties or any of them as a result of, arising out of, or relating to SCHOOL performance under this Agreement but only to the extent such Indemnified Amounts are caused by the negligence or willful misconduct of any of the SCHOOL.

(iv) MYCIL seeking indemnification pursuant to this Section 4.a, shall notify the other party in writing of the assertion of any claim, or the commencement of any suit, action or proceeding by any party in respect of which indemnity may be sought under this Agreement within thirty (30) days of such assertion or commencement. Failure to notify the other party will result in the waiver of indemnity rights with respect to such claim, suit, action or proceeding. The parties shall cooperate with each other in the defense of any such claim, suit, action or proceeding.

b. **SCHOOL Insurance.** As applicable and permissible by State Law, SCHOOL agrees to maintain the following insurance covering its activities performed pursuant to this Agreement;

(i) Comprehensive General Liability, in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

(ii) Worker's Compensation in accordance with applicable statutory requirements.

(iii) Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000).

(iv) SCHOOL shall make a good faith effort to assure that its insurance policy shall be endorsed to provide for written notification to MYCIL by the insurer not less than 30 days prior to cancellation, expiration or material change in insurance coverage. Certificates of insurance relevant to this Agreement shall be furnished upon reasonable request. SCHOOL may maintain its insurance coverage through a combination of commercially-placed insurance and self-insurance.

c. **MYCIL Insurance.** As applicable and permissible by State Law, MYCIL agrees to maintain the following insurance covering its activities performed pursuant to this Agreement;

(i) Comprehensive General Liability, including in malpractice liability, product liability and contractual liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

(ii) Worker's Compensation in accordance with applicable statutory

requirements.

(iii) Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000).

(iv) MYCIL agrees to ensure that any licensed professional who performs any activity pursuant to this Agreement on its behalf, and is not an employee of MYCIL, is covered by malpractice liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage.

(v) MYCIL shall make a good faith effort to assure that its insurance policy shall be endorsed to provide for written notification to the SCHOOL by the insurer not less than 30 days prior to cancellation, expiration or material change in insurance coverage. Certificates of insurance relevant to this Agreement shall be furnished upon reasonable request. MYCIL may maintain its insurance coverage through a combination of commercially-placed insurance and self-insurance.

d. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party which shall not be unreasonably withheld, provided, however, either party may assign this Agreement to any of its wholly-owned affiliates at any time.

e. **Access to and Release of Books and Records.** During the term of this Agreement and for 3 years following termination of this Agreement, SCHOOL and its duly authorized agents, during regular business hours and upon reasonable notice and demand, shall have access to all information and records or copies of records, related to Services rendered by MYCIL under this Agreement and related to analysis of the efficiency of health care management techniques by SCHOOL. During the term of this Agreement, MYCIL agrees to provide SCHOOL with information related to the care of students pursuant to this Agreement and shall provide this information to SCHOOL on a monthly basis. Following the term of this Agreement MYCIL shall provide records or copies of records requested by SCHOOL within a reasonable period of time from the date such request is made.

f. **Compliance with Laws.** MYCIL shall comply with all federal, state, county and municipal laws, rules and regulations which apply to the performance of MYCIL's obligations under this Agreement

(i) **Corporate Compliance Standard.** MYCIL represents and warrants that throughout the term of this Agreement (including any extension thereof), that neither MYCIL, nor any of its employees, agents, subsidiaries or affiliates who may perform any of the services or obligations under this Agreement, shall (1) have been convicted of a criminal offense that would require mandatory or permissive exclusion pursuant to 42 U.S.C. § 1320a-7(a) or (b) unless such entity or individual has been reinstated, or (2) be listed by a federal agency as currently suspended, excluded or otherwise ineligible for participation in any federal program. Any breach of this representation and warranty shall result in immediate termination of this Agreement with respect to the affected entity or individual, in addition to any other available remedies.

(ii) **BACKGROUND CHECK.** MYCIL's employees and/or agents assigned to perform services under this Agreement shall complete all necessary legal requirements, and as may reasonably be required by SCHOOL to allow him/her to perform the services under this Agreement. MYCIL will maintain current information, which will be updated as reasonably provided to SCHOOL, to ensure that MYCIL's agent and/or employees will have the necessary criminal and background clearances.

g. **Use of Name.** Neither party may use any trade name or service mark of the other party or any material protected by patents, trademarks or copyrights without the express written permission of the other party, provided, however, MYCIL agrees that SCHOOL may list MYCIL in any relevant directory of services and related marketing materials of SCHOOL or any Payor.

h. **Disclosure Compliance with State and Federal Statutes and Regulations.** The state and federal government, and any of their authorized representatives, shall have access to and MYCIL is authorized to release, in accordance with state and federal statutes and regulations, all information and records, or copies of such, within the possession of MYCIL, which are pertinent to and involve transactions related to this Agreement as are necessary to comply with federal and state statutes and regulations applicable to SCHOOL and MYCIL.

i. **Confidentiality.** MYCIL and SCHOOL shall maintain the confidentiality of all confidential information regarding students in accordance with any applicable state and federal statutes and regulations and shall maintain the confidentiality of any books, records or information shared by the Parties pursuant to this Agreement.

j. **Accreditation.** SCHOOL will be, and is solely responsible for, complying with the regulations and requirements of the Pennsylvania Department of Education. SCHOOL acknowledges that MYCIL is not an entity governed by the Pennsylvania Department of Education and that SCHOOL is solely responsible for satisfying the academic requirements for Participants who are students of SCHOOL.

m. **Amendment.** No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought.

n. **Entire Agreement.** This Agreement contains the entire agreement between the parties, supersedes all discussions and writings by and between the parties which may have occurred prior to entering into this Agreement and shall be binding upon and inure to the benefit of the parties and their successors and assigns.

o. **Venue and Governing Law.** The parties agree that any action or proceeding arising out of or relating to this Agreement shall be commenced in the Commonwealth of Pennsylvania, and each party submits to the jurisdiction of the Commonwealth of Pennsylvania. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law doctrine.

p. **Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

q. **Notices.** Any notice, demand or other communication required or permitted hereunder shall be given in writing at the address set forth on the signature page and will become effective if mailed, by certified mail, postage prepaid and return receipt requested, five days after deposit in the US mail, one day after deposit with a nationally recognized overnight courier, freight prepaid, when confirmation of transmission is received or the date of personal delivery. Any address or name specified above may be changed by a notice given by the addressee to the other party in accordance with this Section. Any notice of demand or other communication shall be deemed given and effective as of the date of delivery in person or by courier or upon receipt as set forth on the return receipt. The inability to deliver because of changed address of which no notice was given, or the rejection or other refusal to accept any notice, demand or other communication, shall be deemed to be the receipt of notice, demand or other communication as of the date of such inability to deliver or the rejection or refusal to accept.

r. **Captions.** The captions in this Agreement are for convenience only and shall not be considered a part hereof or affect the construction or interpretation of any provisions of this Agreement.

s. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall constitute but one and the same instrument.

t. **Waiver.** Waiver by either party of an event of default hereunder or of any breach of the provisions of this Agreement, shall not constitute a waiver of any other event of default or breach or right, nor of the same event of default or breach or right on a future occasion.

u. **Survival of Obligations.** Termination of this Agreement for any cause shall not release either party from any liability which at the time of termination has already accrued to the other party or which thereafter may accrue in respect to any act or omission occurring prior to termination or from any obligation which is expressly stated herein to survive termination.

v. Notwithstanding any other provisions in this contract, MYCIL remains responsible for:

1. ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations; and
2. ensuring the quality of all services provided; and

The authorized representatives of the parties have signed this Agreement.

**MYCIL**

**SCHOOL DISTRICT**

By: John Marichak

Print Name: John Marichak

Title: Superintendent

Date: 6/28/22

**INVOICE/BILLING ADDRESS** (if different from above):

Dunmore School District  
300 West Warren Street  
Dunmore, PA 18512

**MYCIL**

By: \_\_\_\_\_

Print Name: Timothy J. Moran

Title: Chief Executive Officer

Date: \_\_\_\_\_

Tax ID # \_\_\_\_\_

## **MYCIL Transitional Skills Center**

### **Schedule "A" Services/Description**

#### **Performance Standards**

**MYCIL agrees to adhere to the following standards of performance:**

- Maintain ethical and professional practice.
- Schedule services as requested by SCHOOL.
- Participate in conferences with SCHOOL Coordinator.
- Assure appropriate education and qualification of professional staff providing services.
- Assure appropriate staff training and MYCIL orientation for staff according to Participant's abilities.
- Provide staff with mechanism to communicate appropriately with SCHOOL.
- Provide SCHOOL written evaluations, progress notes and other required documentation.
- Participate in SCHOOL Quality Assurance / Quality Improvement activities as requested.
- Report to SCHOOL any complaint or incident affecting student care within 24 hours of receipt of complaint or incident.
- Participate in SCHOOL's Outcomes Monitoring activities.

**SCHOOL agrees to:**

- Provide transportation for Participant
- Immediately notify MyCIL if SCHOOL becomes aware that one of its STUDENTS who participates in the program at MyCIL exhibits signs or symptoms of COVID 19 or who has had recent contact with a person suffering from the symptoms of COVID 19.
- Immediately notify MyCIL if SCHOOL becomes aware that one of its STUDENTS who participates in the program at MyCIL exhibits signs of self-harming behavior or behavior that makes the STUDENT a risk to others.

**MYCIL Transitional Skills Center**

**Schedule "B"  
Pricing**

**Annual ½ day services fee per student -----**

**\$18,000.00**

**Annual full day services fee per student -----**

**pricing upon request**

## LETTER OF AGREEMENT FOR TITLE I SERVICES

This Agreement is made and entered into the 17<sup>th</sup> day of Aug 2022, by and between The Dunmore School District and The Northeastern Educational Intermediate Unit 19.

### 1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2025, contingent upon requests made by the non-public and private schools through timely and meaningful consultation with the LEA (Dunmore School District).

### 2. DESCRIPTION

Upon the terms and conditions set forth herein, the Dunmore School District requests that The Northeastern Educational Intermediate Unit 19 provide Reading/Math instructional services in accordance with the Title I program at the non-public and private schools, St. Mary's of Mount Carmel, All Saints Academy, and LaSalle Academy. Such services will be secular, neutral and non-ideological. Additional non-public and private schools may be added as schools open and/or if schools are eligible for services.

The Northeastern Educational Intermediate Unit 19 agrees to comply with all Title I statutory and regulatory requirements.

The Dunmore School District and The Northeastern Educational Intermediate Unit 19 agree to pool Dunmore School District Title I funds for instruction, supplies, and materials, at the non-public and private schools, specifically: St. Mary's of Mount Carmel, All Saints Academy, and LaSalle Academy to provide Title I services to eligible students who reside in participating public school attendance areas regardless of the amount of funds generated by the number of children from low-income families attending the non-public and private schools, specifically St. Mary's of Mount Carmel, All Saints Academy, and LaSalle Academy.

### 3. FEES AND PAYMENT

In consideration of the services mutually agreed upon as described herein, The Dunmore School District shall pay The Northeastern Educational Intermediate Unit 19 the total per-pupil allocation times the number of low-income nonpublic school students living in eligible attendance areas minus the LEA administrative costs as shown within PDE e-Grants Consolidated Grant Application as non-public instruction funds in the years 2022-2025 school years.

The Northeastern Educational Intermediate Unit 19 will charge a 10 percent administrative fee from the amount allocated to the Northeastern Educational Intermediate Unit for supervisor salaries, office expenses, travel costs, postage, professional development for employees of The Northeastern Educational Intermediate Unit 19. The funds provided to the Northeastern Educational Intermediate Unit will not exceed the total allocation to the non-public and private schools, specifically, St. Mary's of Mount Carmel, All Saints Academy, and LaSalle Academy.

The Northeastern Educational Intermediate Unit 19 will provide invoices to The Dunmore School District bi-annually, based on services rendered. The Dunmore School District may

withhold payment if The Northeastern Educational Intermediate Unit 19 does not comply with all statutory and regulatory requirements of Title I.

The Northeastern Educational Intermediate Unit 19 Title I programs will provide services to students in the following schools: St. Mary's of Mount Carmel, All Saints Academy, and LaSalle Academy. The Northeastern Educational Intermediate Unit will serve eligible students in reading and/or math for 2 or more times per week at 30-40 minutes per session. The projected rate per teacher is \$90.00 to \$165.00 based on the teacher assigned in each school where services are rendered (amounts will be updated yearly). The cost for the services will include, but not be limited to: the responsibilities outlined in Article 4: Responsibilities of this agreement. Costs will be reimbursed by the Dunmore School District after services are performed. The services will continue until the funding runs out.

The Northeastern Educational Intermediate Unit 19 acknowledges that the allocations reflected in this agreement are preliminary and that final allocations will be available when released from the PA Division of Federal Programs. The Dunmore School District agrees to provide The Northeastern Educational Intermediate Unit 19 with the final Title I allocation each school year for the non-public and private schools specifically, The Dunmore School District and The Northeastern Educational Intermediate Unit 19 acknowledges that an increase or decrease in funds from the preliminary allocation may increase or decrease the services outlined in this Agreement.

#### 4. **RESPONSIBILITIES**

The Dunmore School District and The Northeastern Educational Intermediate Unit 19 agree that responsibility for providing the Title I program transfers from The Dunmore School District to The Northeastern Educational Intermediate Unit 19 upon the effective date of this Agreement. Such responsibilities may include, but not be limited to:

##### INSTRUCTIONAL REQUIREMENTS

- A. Assist with the identification and referral of non-public school students with the potential educational disadvantaged status utilizing multiple criteria, such as, but not limited to standardized test scores <50% teacher referral, parent referral, administrative referral.
- B. Conduct the *Initial Screening and Assessment* of students
- C. Prepare and send all required Title I notifications as per the Pennsylvania Department of Education to participating families, including the Right to Know teacher qualification letter and Parental Permission Process
- D. Conduct benchmark assessment and stakeholder reporting three (3) times per year in collaboration with the non-public school personnel
- E. Coordinate student scheduling, in collaboration/coordination with the non-public school personnel
- F. Deliver instructional services in both English/Language Arts (ELA) and Mathematics
  - a. No less than two (2) times per week per student, during school hours, as determined through collaboration/coordination with non-public school personnel

- G. Conduct and share *Progress Monitoring* and *Reporting* to all stakeholders
- H. Conduct professional development for the NEIU staff, as needed
- I. Create new *Performance Goals*, in collaboration with the non-public school personnel and provide these to the Dunmore School District by June 15 of each year. Performance Goals must be created in the following areas: Student Academic Achievement and Parent and Family Engagement.
- J. Monitor, collect and analyze *Performance Goal* data. Provide this data and analysis to the Dunmore School District Federal Programs Office by June 15th of each year.
- K. Conduct *Annual Educator Effectiveness Evaluation* of instructional staff
- L. Hire teachers with the appropriate state certification for the area being taught
- M. Assume all responsibility in preparing for and being available for the non-public portion of the Dunmore School District monitoring visit from the Pennsylvania Department of Education (“PDE”).
- N. Coordinate with Act 89 Services or other federal programs, whenever possible

#### PARENTAL ENGAGEMENT COMPONENT

- A. Conduct a Fall Title I Informational meeting at each school
- B. Facilitate the development of a School Parent Engagement Policy and School Compact for each individual building, with the input of parents.
- C. Facilitate at least one Parent and Family Engagement workshop for every nonpublic school each year.
- D. Track parent attendance at events held throughout the year
- E. Maintain a parent contact log for each Title I teacher at each individual building
- F. Conduct a Title I parent survey in English and Spanish

#### REPORTING REQUIREMENTS

- A. Provide semi-annual reports to the Dunmore School District Federal Programs Office describing services conducted in the past semester. (mid-year and end-of-year)
- B. Provide semi-annual invoices to the Dunmore School District Federal Programs Office detailing the specific schools and services provided. (mid-year and end-of-year)
- C. Provide a final report of documentation on meeting yearly performance goals as entered on the Consolidated Application.
- D. Compile and provide student achievement reports with an analysis cover sheet containing:
  - i. The total number of nonpublic students served at each school
  - ii. The types of assessments provided
  - iii. The overall growth of students from the first assessment to the final assessment given
  - iv. Any other data necessary for the Dunmore School District to complete Title I responsibilities as it relates to nonpublic services.

The Dunmore School District maintains responsibility for:

- a. Providing The Northeastern Educational Intermediate Unit 19 with the names of non-public schools identified to participate in Title I.
- b. Informing The Northeastern Educational Intermediate Unit 19 of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes to the original funding allocation.
- c. Listing of the grade levels and services students may be eligible to receive from each non-public and private school based on the eligibility of services in the Dunmore School District.

The Dunmore School District assures The Northeastern Educational Intermediate Unit 19 that all meaningful consultation between The Dunmore School District and the non-public and private schools, St. Mary's of Mount Carmel, All Saints Academy, and LaSalle Academy needed to set up this agreement has been completed prior to the effective date of this agreement.

The Dunmore School District and The Northeastern Educational Intermediate Unit 19 acknowledge that it may be necessary to modify this Agreement if there is a reauthorization of ESEA during the performance period of the contract.

## 5. TERMINATION

This Letter of Agreement for Title I Equitable Services to non-public and private schools will be reviewed on an annual basis to ensure satisfaction of all parties included in the agreement.

- a. This agreement may be terminated by either party with 30 days notice if either party fails to fulfill all statutory and regulatory requirements of the Title I grant and the articles of this agreement.
- b. This agreement may be terminated by the Northeast Intermediate Unit for non-payment of invoices greater than 30 days beyond the dates listed in Article 3 of this agreement.

## 6. MISCELLANEOUS

The Northeastern Educational Intermediate Unit 19 maintains and keeps in force such insurance as Workers Compensation, Liability, and Property Damage.

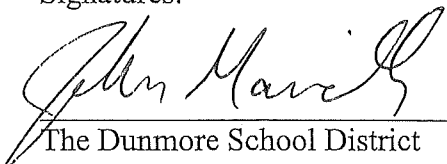
The Northeastern Educational Intermediate Unit 19 shall indemnify, defend, and hold harmless The Dunmore School District from any and all losses, damages, claims or costs, including attorney's fees, arising from any act or omission of The Northeastern Educational Intermediate Unit 19, its officials, agents or employees.

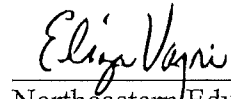
Signatures:

\_\_\_\_\_  
The Dunmore School District  
District Official Name and Title

\_\_\_\_\_  
Date

Signatures:

 Superintendent 8-17-2022  
The Dunmore School District  
District Official Name and Title Date

  
Northeastern Educational Intermediate Unit 19  
Director of Educational Programs and Services  
*Eliza M. Vagni* 08/09/2022  
Date

**Special Education Services Agreement  
Specialized Education of Pennsylvania, Inc.  
With Dunmore School District  
for  
2022-2023 RSY School Year at Graham Academy**

This agreement is effective ("Effective Date"), between Specialized Education of Pennsylvania, Inc. ("SESI") that owns and operates Graham Academy, an approved nonpublic, private special education school in Pennsylvania and Dunmore School District located at 300 West Warren Street, Dunmore, Pennsylvania, 18512, United States (referred to herein as "District," even in instances where the counterparty refers to itself as "Board") ("Agreement").

**WHEREAS**, SESI owns and operates Graham Academy that serves students with a wide range of special education classifications, primarily students with emotional disabilities and students with multiple disabilities (the "School"); and

**WHEREAS**, the District desires to refer District students to the School whose Individualized Education Plan ("IEP") have identified the School and its programs as an appropriate placement (each a "Student"); and

**WHEREAS**, the parties have agreed to enter into this Agreement to govern the terms and conditions of the Services (defined below).

**WITNESSETH**

**NOW, THEREFORE**, in consideration of the covenants contained herein, the parties agree as follows:

1. Services. The District may from time to time refer students to be enrolled in the School (hereinafter referred to as "Student" or "Students") and to receive related services as set forth in the Students' IEP (collectively the "Services"). The School will provide classroom and related services to enrolled Students with a POD/Autism Spectrum diagnosis or SED classification. District will provide the School with all necessary student records, documents, and IEPs, necessary to effectively deliver the Services.
2. Term and Termination. The term of this Agreement will begin on and end on July 31, 2023 unless otherwise extended in writing by the parties ("Term"). Either party, upon fifteen (15) days written notification to the other party, may terminate this Agreement at any time. Upon termination, District will pay SESI for Services rendered up to and on the date of termination.
3. Fee. The District will pay SESI for the Services according to the fee schedule on Schedule 1 (hereinafter collectively referred to as "Fees") for the days Student is enrolled in the School and Services, including related Services (defined below), provided. The Student-specific Services delivered are pursuant to each Student's IEP. If the referred Student's IEP requirements change during the Term, the Fees for Services will change. The School will automatically adjust Fees, upon receipt of the revised and approved Student IEP from the District.

11. Student Privacy. The District hereby acknowledges that the School and its employees are considered "other school officials" with a legitimate educational interest such that they are entitled to access to education records under the Family Educational Rights and Privacy Act, ("FERPA"), 20 U.S.C. §1232g. To the extent the School comes into possession of Student records and information, and to the extent that the School or its employees are involved in the survey, analysis, or evaluation of Students incidental to this Agreement, SESI agrees to comply with all requirements of the FERPA and the Protection of Pupil Rights Amendment (PPRA). To the extent required by law, SESI PA agrees to comply with the applicable business associate provisions of the Health Insurance Portability and Accountability Act of 1996 privacy rule as amended by the Health Information Technology for Economic and Clinical Health Act.
12. Student Progress Reports. SESI shall make available to the District or its representatives those progress and evaluative reports upon request or as required by a Student's IEP.
13. Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, electronic computer virus, civil disturbances, war, and strike.
14. Indemnification and Limitation of Liability. To the extent permitted under law,
- a. District agrees to indemnify SESI and its officers, directors and employees ("SESI Indemnitees") against and from Claims (defined below) asserted by third parties for direct costs, expenses (including reasonable attorney's fees), damages, injury or loss ("SESI Losses") to which SESI may be subjected by reason of gross negligence or willful misconduct of District, its officers, directors or employees; provided however, SESI Indemnitees may not seek indemnification from District for any SESI Losses caused, in whole or in part, by the acts or omissions of SESI, its officers, directors and employees;
  - b. SESI agrees to indemnify District and its officers, directors and employees ("District Indemnitees") against and from Claims (defined below) asserted by third parties for direct costs, expenses (including reasonable attorney's fees), damages, injury or loss ("District Losses") to which District may be subjected by reason of gross negligence or willful misconduct of SESI, its officers, directors or employees; provided however, District Indemnitees may not seek indemnification from SESI for any District Losses caused, in whole or in part, by the acts or omissions of the District, its officers, directors and employees.
    - i. Claims. If a claim for indemnification (a "Claim") is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a "Claim Notice") to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure.

18. Governing Law. This Agreement shall be construed, interpreted, and governed by the laws of Pennsylvania.

19. Independent Contractor. The relationship between the District and SESI shall be that of principal to independent contractor, and the employees of one shall not be deemed employees of the other for any purpose whatsoever. Each party shall maintain during the term of this Agreement such disability and worker's compensation insurance for its respective employees and staff as is required by law. Each party shall indemnify and hold harmless the other against any claim or demand made by employees or staff of the indemnifying party against the other based on rights or privileges applicable to employees of the other. Each party shall be solely responsible for the hiring, training, and termination of its own employees and contractors.

20. Entire Agreement. This Agreement includes all exhibits, schedules, attachments attached hereto as well as duly executed Student Enrollment Form(s) incorporated herein by reference. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements and statements, all of which have been fully integrated herein. This Agreement also supersedes any course of conduct, performance or dealing between the parties. No amendment or modification changing this Agreement's scope or terms shall have any force or effect unless executed and delivered in writing and signed by all parties.

[SIGNATURES ON NEXT PAGE]

**Schedule 1**  
**Graham Academy Fee Schedule 22-23**

<b>Tuition Rate</b>	<b>Per Day</b>
Regular School Year	\$247.00
Extended School Year	\$160.00
<b>Related Services</b>	<b>Session Fee (Session = 60 minutes)</b>
Occupational Therapy Direct	\$128.00 per session
Physical Therapy Direct	\$128.00 per session
Speech & Language Direct	\$128.00 per session
1:1 Aide	\$174.00 per day
<b>Additional Services</b>	<b>Per Hour (unless otherwise specified)</b>
Behavior Specialist	\$109.00
Behavior Intervention Program	\$45.00
Professional Counseling	\$93.00
Toilet Training Assistance	\$28.00 per day
Menstrual Care Assistance	\$140.00 (per month when student requires)

**A G R E E M E N T**

**BETWEEN**

**DUNMORE SCHOOL DISTRICT**

**AND**

**ACT 93 ADMINISTRATORS**

**August 17, 2022**

In accordance with Act 93 of 1984 which amended the Public School Code of 1949 by establishing under Section 1164 the requirement of School Boards to adopt Administrator Compensation Plans as policy, the following provisions were adopted by the Dunmore Board of School Directors at its Regular Meeting on August 17, 2022.

### COVERED EMPLOYEES

#### TERM:

**5 YEARS – July 01, 2022 – June 30, 2027.**

Commencement of salary plan is subject to each Administrative position anniversary date. The following anniversary dates apply to each Administrative Position:

Jr Sr High School Principal	July 1
Elementary Principal	July 1
Jr Sr High School Assistant Principal	July 1
Dean of Students/Title Coordinator	July 1
Special Education Coordinator	July 1
School Psychologist	Sept 1
IT Systems Manager/Technician	July 1
IT Assistant	July 1
Accountant	July 1
Curriculum Coordinator	July 1
Supervisor of Plants and Grounds	July 1
Superintendent's Secretary	July 1

#### LIFE INSURANCE:

Term Life Insurance shall be provided each Administrator at the rate of one and one half (1-1/2) times the Administrator's salary.

#### SICK LEAVE:

Sick leave shall be provided each Administrator at the rate of one sick day per month for a total of twelve (12) sick days. Any such unused leave shall be cumulative from year to year without limitation.

### PERSONAL LEAVE:

Administrators shall be permitted one personal leave day per year during the first two years of service in the District; and thereafter, they shall be entitled to two leave days per year. These days shall not be cumulative. When possible, the request for personal leave shall be submitted to the Superintendent two days prior to the exercise of such leave. The Administrator shall also endeavor in good faith not to use his personal leave during the first two weeks of the school year, the last two weeks of the school year, or the day immediately preceding any vacation period of the District.

### VACATION:

#### **School Years 2022-23 through 2026-27**

Vacation shall be provided each Administrator at the rate of **1.75 days** per month for a total of **twenty-one (21) vacation days**. Vacation is subject to approval by the Superintendent of Schools. Administrators shall have the opportunity to buy back a maximum of ten **(10)** unused vacation days at 50% of their hourly rate with a minimum of \$200 per day.

**All newly hired Administrators after 7/1/17 will be provided vacation days at the rate of 1.25 days per month for a total of fifteen (15) vacation days. At each year anniversary, the vacation days will increase by one (1) day per year to a maximum of twenty-one (21) vacation days.** Vacation is subject to approval by the Superintendent of Schools.

There is no vacation benefit for the School Psychologist since the work year consists of 200 days per school year.

In addition to these benefits, all Administrators shall receive all other benefits afforded other professional employees under the contract with the Dunmore Federation of Teachers.

### HOLIDAYS:

The following holidays shall be provided each Administrator:

New Year's Eve	Independence Day
New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans Day
Good Friday	Thanksgiving Day
Easter Monday	Day After Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day

## RETIREMENT INCENTIVE:

The Dunmore School District extends to each Act 93 Employee an Early Retirement Incentive Program who meets the following qualifying event:

### Conditions for Eligibility

1. The individual must be retiring under the provisions of the Pennsylvania School Employees Retirement System (PSERS) and must submit verification that such retirement has been applied for before the early retirement will be accepted.
2. The individual must be a Professional Employee of the Dunmore School District for ten (10) years and not currently on a Board approved or Disability Leave of Absence.
3. The individual seeking retirement must submit written notification of his or her intention to retire by March 1, of the appropriate contract year, at the Office of the Superintendent of Schools.

### The Plan

#### % of Final Salary

90 %

Payment would be made by determining the prospective retiree's final base contract salary for the appropriate school year. 90 % of the resulting amount would be divided by 5 equal lump sum payments beginning July 1, of that year, and continuing each year for 5 years.

### Forfeiture of Payment

Any employee who retires under this plan and thereafter returns to employment under the Pennsylvania School Employees Retirement System shall forfeit any payment not already paid pursuant to this plan.

### Additional Benefits

The benefits under this Early Retirement Incentive Plan shall be in addition to any retirement benefits provided in the Professional Negotiation Agreement existing between the Board of Education of Dunmore School District and the Dunmore Federation of Teachers.

### Designation of Beneficiary

When submitting notification of retirement, the individual seeking retirement shall advise the Board of Education of the beneficiary the individual designates who is to receive any benefits that might be due under this plan should the individual seeking retirement dies following retirement but before receiving all benefits due under this plan.

Any and all payments under this plan that have not been paid to a retiree who dies following retirement shall be paid to the beneficiary designated by the retired employee. In default of such designation or in the event the individual designated beneficiary pre-deceases the retired employee, any such amounts due shall be paid to the retired employee's estate. Retired employees seeking to change the designated beneficiary shall do so in writing to the Superintendent of Schools of the Dunmore School District.

### Health Plan

The Board of Education will provide payment in full annually (pro-rated monthly) toward the premium for a health plan. The plan offered shall be the same one provided to active employees of the Dunmore School District in like employee categories. The medical insurance allocation will be provided until the employee attains Medicare eligibility.

SIGNATURES:



Act 93 Representative  
Matthew Quinn

Date: 8/17/22



Dunmore School District  
Board President

Date: 8/17/22

**See attached Salary Schedule**

Accepted at 8/17/2022 Board Meeting  
ACT 93

		Increase <u>2.5%</u> <b>22-23</b> <u>Salary</u>	Increase <u>2.5%</u> <b>23-24</b> <u>Salary</u>	Increase <u>2.5%</u> <b>24-25</b> <u>Salary</u>	Increase <u>2.0%</u> <b>25-26</b> <u>Salary</u>	Increase <u>1.5%</u> <b>26-27</b> <u>Salary</u>
HS/MS Principal	Tim Hopkins	\$111,000	\$113,775	\$116,619	\$118,952	\$120,736
Asst HS/MS Principal	Chris Lucas	\$91,300	\$93,583	\$95,922	\$97,841	\$99,308
Elem Principal	Matt Quinn	\$111,000	\$113,775	\$116,619	\$118,952	\$120,736
Elem Asst Principal	Michelle Kokindo	\$91,300	\$93,583	\$95,922	\$97,841	\$99,308
Special Ed Coordinator	Kaley Noone	\$88,000	\$90,200	\$92,455	\$94,304	\$95,719
IT Systems Manager	Chet Williams	\$75,750	\$77,644	\$79,585	\$81,177	\$82,394
Accountant	Ellen Quinn	\$73,000	\$74,825	\$76,696	\$78,230	\$79,403
Psychologist	Alayna Gatto	\$54,000	\$55,350	\$56,734	\$57,868	\$58,736
Curriculum Coordinator	Danielle Pensack	\$80,000	\$82,000	\$84,050	\$85,731	\$87,017
IT Assistant	Lou Febbo	\$54,750	\$56,119	\$57,522	\$58,672	\$59,552
Superintendent Secretary	Kelly Byron	\$44,500	\$45,613	\$46,753	\$47,688	\$48,403
Plant and Operations Supervisor	Gary Muracco	\$66,600	\$68,265	\$69,972	\$71,371	\$72,442

# PROMULGATION

## RESOLUTION OF THE DUNMORE SCHOOL DISTRICT BOARD OF EDUCATION

This plan is adopted as the Dunmore School District Emergency Operations/All Hazards Plan for all emergencies and disasters occurring within the school district. This plan is designed to comply with all applicable federal and state regulations and provides with policies and procedures to be followed when dealing with emergency conditions, along with proactive actions to take in order to avoid emergency situations.

This plan supersedes all previously developed emergency plans of the Dunmore School District.

ADOPTED THIS 17<sup>th</sup> DAY OF August, 2022

SCHOOL DISTRICT BOARD OF EDUCATION

Joel Mulder  
PRESIDENT

mt Allen  
SECRETARY

John March  
SUPERINTENDENT OF SCHOOLS

RESOLUTION # \_\_\_\_\_



*School Bus & Coach Service*  
*Telephone 570-34608-46-47*  
*1-800-443-PETE*

*Petes Garage L.L.C.*

*400 Calvin Street*

*Dunmore, PA 18512*

*Telephone 570-344-6126-7*

*1-800-492-0100*

*P.L.C. # M.C. 166235*  
*P.U.C. # A 81736*

October 12, 2022

School Bus Drivers List:

1. Donna Sabia
2. Reese Thomas
3. Valerie Azzarelli
4. Randolph Armitage
5. Bernard Fryer
6. Christopher Fritz
7. Richard Quinn
8. Cheryl Mackaliunas

Spares:

1. Genaro Calciano
2. Peter A. Sabia jr.
3. Robert Bistran

List of Van Drivers — NEIU#19

Kelli Pegula Picillo

Edward Rabel

Barry Fitzgerald

Don Gravine

Michele Garibotto

Janice Biagioli

Richard Noldy

Melissa Santarelli

Ann Pittack

## Health and Safety Plan Governing Body Affirmation Statement

The Board of Directors/Trustees for **Dunmore School District** reviewed and approved the Health and Safety Plan on August 17, 2022.

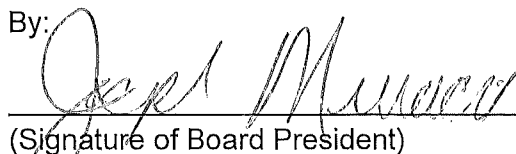
The plan was approved by a vote of:

9 Yes

0 No

Affirmed on: 8/17/2022

By:

  
(Signature of Board President)

Joseph Muracco  
(Print Name of Board President)

\*Electronic signatures on this document are acceptable using one of the two methods detailed below.

**Option A:** The use of actual signatures is encouraged whenever possible. This method requires that the document be printed, signed, scanned, and then submitted.

**Option B:** If printing and scanning are not possible, add an electronic signature using the resident Microsoft Office product signature option, which is free to everyone, no installation or purchase needed.

**VII. NEW BUSINESS**

Mr. McHale, Mr. Butler, Mr. Coleman and Mr. Hallinan all thanked Ben O'Brien for his service to the District.

**VIII. PRESIDENT'S REPORT**

**IX. SUPERINTENDENT'S REPORT - None**

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**ACCEPTANCE OF REPORTS**

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


ALL PRESENT WERE IN FAVOR

**X. ADJOURNMENT**

Motion by Mr. Butler seconded by Mr. Hallinan 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, appearing to read "Michael T. Coleman", written over a horizontal line.

Michael Coleman  
Board Secretary