

DUNMORE SCHOOL DISTRICT

**REGULAR MEETING
SEPTEMBER 20, 2023**

The Regular Monthly Meeting of the Dunmore Board of School Directors was held
Wednesday, September 20, 2023, at 6:00pm in the High School Cafeteria. The Work Session
was held **Monday, September 18, 2023, at 6:00pm** in the Board Room. Mr. Kranick 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 –**

Katie Feeney –thanks for starting the Food Pantry

II. APPROVED MINUTES

**Motion by Mr. Hallinan seconded by Mr. McHale to approve the MINUTES of the
Regular Meeting August 16, 2023.**

ALL PRESENT WERE IN FAVOR

III. COMMUNICATIONS

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

- 1. DEC PTA Trunk or Treat 10/28/23 at 7 pm in parking lot.**
- 2. DEC PTA Spring Fundraiser 11/18/23 9:00am in the DEC Gym/Café.**
- 3. DHS Homecoming Dance 9/23/23 in DHS Gym 6pm to 9pm. (Tara Cooper)**
- 4. Class of 1963 Football team Pasta Dinner with current Football team.**

THIS IS SUBJECT TO CONSIDERATION AND APPROVAL DURING CONSTRUCTION

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. Muracco seconded by Mr. McHale to accept the Personnel Reports.
ALL PRESENT WERE IN FAVOR**

**B. Motion by Mr. Butler seconded by Mr. Hunt to accept the resignation from Kristina Richardson, as an Instructional Aide effective date September 5, 2023.
ALL PRESENT WERE IN FAVOR**

**C. Motion by Mr. Hunt seconded by Mr. Coleman to appoint Cassie Rinaldi, Instructional Aide effective immediately. Terms are defined in the Agreement with the Dunmore Educational Support Personnel Association.
ALL PRESENT WERE IN FAVOR**

**D. Motion by Mr. Butler seconded by Mr. Muracco to appoint Josette Novorosky, Personal Care Attendant effective immediately. Terms are defined in the Agreement with the Dunmore Educational Support Personnel Association.
ALL PRESENT WERE IN FAVOR**

**E. Motion Mr. Hallinan seconded by Mr. Coleman to accept the resignation of Dan Callahan, from Junior High School Service Club Advisor effective immediately.
ALL PRESENT WERE IN FAVOR**

**F. Motion by Mr. Hallinan seconded by Mr. McHale to appoint Bill Jones, Junior High Service Club Advisor effective immediately. Terms are defined in the Agreement with the Dunmore Federation of Teachers.
ALL PRESENT WERE IN FAVOR**

**G. Motion by Mr. Muracco seconded by Ms. Libassi to appoint Jillian Paulus, DEC Positive Behavior Intervention and Support Coordinator (PBIS) effective immediately. Terms are defined in the Agreement with the Dunmore Federation of Teachers.
ALL PRESENT WERE IN FAVOR**

**H. Motion by Mr. Hallinan seconded by Mr. McHale to appoint After School Tutors. Terms are defined in the Agreement with the Dunmore Federation of Teachers. (See attached list)
ALL PRESENT WERE IN FAVOR**

I. Motion by Mr. Coleman seconded by Ms. Libassi to appoint Allison Mendola, Special Education Mentor Teacher for the DEC effective immediately. Terms are defined in the Agreement with Dunmore Federation of Teachers.

II. ALL PRESENT WERE IN FAVOR

- J. Motion by Mr. Butler seconded by Mr. Hunt to appoint Amy Ferguson, Mentor Teacher DEC Guidance effective immediately. Terms are defined in the Agreement with the Dunmore Federation of Teachers.
ALL PRESENT WERE IN FAVOR
- K. Motion by Mr. Hallinan seconded by Mr. McHale to appoint Kim Marchese, F.O.R. Club Advisor effective immediately. Terms are defined in the Agreement with the Dunmore Federation of Teachers.
ALL PRESENT WERE IN FAVOR
- L. Motion by Mr. Muracco seconded by Mr. Hunt to appoint Mike Barrett, Assistant Football Coach effective immediately. For Job description and employment terms, please inquire to the office of the Superintendent.
ALL PRESENT WERE IN FAVOR
- M. Motion by Mr. McHale seconded by Mr. Coleman to appoint Cole Blasko, Volunteer Golf Coach.
ALL PRESENT WERE IN FAVOR
- N. Motion by Mr. McHale seconded by Mr. Muracco to appoint James Maloney, Volunteer Cross Country Coach.
ALL PRESENT WERE IN FAVOR
- O. Motion by Mr. Muracco seconded by Mr. Coleman to appoint Nick Shoemaker, Volunteer Football Coach.
ALL PRESENT WERE IN FAVOR
- P. Motion by Mr. McHale seconded by Mr. Hunt to appoint Michael Muracco, Volunteer Football Coach.
ALL PRESENT WERE IN FAVOR
- Q. Motion by Mr. Coleman seconded by Mr. Muracco to appoint Michael Ehnott, Volunteer Basketball Coach.
ALL PRESENT WERE IN FAVOR
- V. EDUCATION
- A. Motion by Mr. Hallinan seconded by Ms. Libassi to grant permission for Dan Callahan to Attend a Mathematics Conference 10/25/23-10/28/23 in Washington DC.
ALL PRESENT WERE IN FAVOR
- B. Motion by Mr. Coleman seconded by Mr. Muracco to establish the following Clubs at The Junior High School level; Health & Wellness Club, Art & Photography Club, Reading & Newspaper Club and Crimson & Blue Club.
ALL PRESENT WERE IN FAVOR
- C. Motion by Ms. Libassi seconded by Mr. Hunt to approve the Administrative Team to Travel to Mechanicsburg, PA. to attend PENN SSI (School Safety Seminar through PSBA) 10/23 OR 10/25/23. We will split teams for building coverage.
ALL PRESENT WERE IN FAVOR
- VII. FINANCE
- A. Motion by Mr. Muracco seconded by Mr. McHale to approve the following payrolls:
8/18, 9/1 & 9/15/23:
- | | |
|---------|---------------------|
| 8/18/23 | \$367,288.29 |
| 9/1/23 | \$426,127.18 |
| 9/15/23 | <u>\$419,710.51</u> |
| | \$1,213,135.98 |
- ALL PRESENT WERE IN FAVOR
- B. Motion by Mr. Hallinan seconded by Ms. Libassi to accept the Treasurer's Report for the month(s) of AUGUST 2023.
ALL PRESENT WERE IN FAVOR

- C. Motion by Mr. Muracco seconded by Mr. Hallinan to approve Real Estate Tax Report for month (s) of AUGUST 2023.
ALL PRESENT WERE IN FAVOR
- D. Motion by Mr. Coleman seconded by Ms. Libassi to approve LIST OF BILLS; \$819,197.34.
ALL PRESENT WERE IN FAVOR
- E. Motion by Mr. Muracco seconded by Mr. McHale to accept Activities Reports for month (s) of AUGUST 2023.
ALL PRESENT WERE IN FAVOR
- F. Motion by Ms. Libassi seconded by Mr. McHale to approve Wage Tax-Collector's Reports for month (s) of AUGUST 2023.
ALL PRESENT WERE IN FAVOR
- G. Motion by Mr. McHale seconded Mr. Muracco to approve Capital Project payments;
Scranton Electric Heating & Cooling Service
- | | |
|--------------------|-------------|
| - Mechanical | \$6,358.00 |
| - Plumbing | \$26,807.00 |
| Spano Construction | \$2,717.52 |
| Hemmler Camayd | \$3,334.13 |
- ALL PRESENT WERE IN FAVOR
- H. Motion by Mr. Hunt seconded by Mr. McHale to approve a contract with NEIU #19 to Provide transportation to non-public school pupils during the 2023-2024 School year. (See Attached)
ALL PRESENT WERE IN FAVOR
- I. Motion by Mr. Hallinan seconded Mr. Hunt to accept the Settlement Agreement for Claims against Altria in the JUUL litigation case. The District's portion is \$7,591.00 Before legal costs are deducted. (See attached)
ALL PRESENT WERE IN FAVOR
- J. Motion by Mr. Coleman seconded by Mr. Hallinan to approve the appraisal of the Yoder Foundation property (formerly Scranton State School for the Deaf). The cost Of the appraisal by Nasser Realty will be \$4,500.00. The amount will be split between The Dunmore School District, Dunmore Borough, Cty of Scranton, Scranton School District and Lackawanna County proportionately. The District's prorated share is Approximately \$1,575.00.
ALL PRESENT WERE IN FAVOR

Northeastern Education
Intermediate Unit 19
1200 Line Street
Archbald, PA 18403
Transportation Contract 2023-2024 School Year

All contracts for transportation of school students shall be executed in accordance with this form.

This agreement entered into this 23rd day of August, 2023, by and between the Board of School Directors of the Dunmore School District, Lackawanna County, hereinafter referred to as the Board and **Intermediate Unit 19** hereinafter referred to as the Contractor.

1. For consideration hereinafter mentioned, the Contractor agrees to provide transportation for non-public school pupils who shall be designated by the Board, to and from such points, along and over such routes, and at times set forth in the schedule to be completed by the district for school year 2023-2024.
2. The Board shall pay the Contractor the sum determined by mileage and the number of students driven.
3. This contract shall terminate annually on the last day of school for students unless terminated earlier for cause or by reason of a lack of need of said contract by the district due to reduction in district enrollment, elimination of or reduction in enrollment in off-site programs, or any other reduction of transportation need by the district. Bills will be due and payable within 45 days of receipt of Bill.
4. Prior to the effective date of this contract, the Board shall have evidence that a general liability and automotive insurance policy each of one million dollars (\$1,000,000) limit of coverage shall be in effect for the duration of the contract, and that NEIU 19 is recorded as an additional named insured on said policy.

5. The Contractor shall furnish vehicles, which conform to the standards for school transportation vehicles approved by the Department of Traffic Safety of the Pennsylvania Department of Transportation, Public Utility commission and Mass Transit Authorities as applicable. School buses and type A vehicles shall meet the minimum standards of the Bureau of Traffic Safety and shall pass required inspection by the Pennsylvania State Police. Type B and C vehicles shall conform to the provision of the laws of the Commonwealth, and shall be in good mechanical conditions.
6. Contractor agrees to comply with all clearances required by the Child Protective Services Law and Act 126 Child Abuse Recognition and Reporting requirements.
7. The Contractor agrees to comply and observe all provisions of the Pennsylvania Vehicle Code and all other applicable laws.
8. The Contractor shall be responsible to ensure that all drivers shall meet all the regulations of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation in regard to application, age, fitness, competency, conduct, licensing, physical examination, and continuing eligibility, required by either the Public Utility Commission, the Interstate Commerce Commission of the Department of Transportation.
9. The Board reserves the right, upon notification to the Contractor, to have a driver removed temporarily or permanently from driving.
10. The speed of a vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, Pennsylvania Department of Transportation, as promulgated from the vehicle code.
11. It is understood and agreed to by both parties hereto that the Contractor while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent Contractor and is not an officer, agent, or employee of the aforesaid School District.
12. The Contractor does hereby agree that there shall be no strike or any action defined as a strike, work stoppage, or slow-down by the Contractor or their drivers during the course of this contract.
13. The Contractor does hereby agree that no persons shall on the ground of race color, or national origin, be excluded from driving or denied the employment thereof or otherwise be subjected to discrimination on the basis of sex. (Civil Rights Act 1964, amended 1972 - Title IX
14. The Board will consider payment for limited damages, which occur to vehicles due to vandalism inflicted by a Mid Valley student. Such incidents must be reported in writing immediately to the Director of Transportation. Each incident will be determined eligible on a case by case study.

Contractor Representative

Date

Board Representative

Date



BAIRD
MANDALAS
BROCKSTEDT
& FEDERICO

Matthew P. Legg
410-421-7777
mlegg@bmbfclaw.com

CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

August 22, 2023

Dunmore School Board Board of Education
c/o Superintendent John Marichak via E-mail
300 W. Warren Steet
Dunmore, PA 18512

Re: *Settlement Offer for Government Entity Claims Against Altria*

Dear Board of Education,

We are pleased to inform you that pursuant to the global "Government Entity Settlement Agreement" with Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively "Altria"), Dunmore School Board is eligible to receive a gross offer of \$7,591.00 of the \$168.25 Million fund to resolve its Government Entity claims against Altria. From that amount, attorneys' fees, case costs, and the court-ordered Common Benefit Expense assessment will be deducted. In addition, any liens that may exist on the Settlement Funds must be satisfied and discharged before any Settlement Funds are released to Dunmore School Board.

This gross settlement offer amount was determined by an allocation method and group of objective factors approved by the court-appointed Mediator. The accompanying "Altria School District Allocation Approach" document describes in detail those factors and the allocation methodology. The accompanying "Final Allocation: School Districts" document provides further information regarding the objective factors used in the allocation.

You are free to accept or reject this settlement offer, but we strongly recommend that you accept it. We believe that this is a fair and reasonable settlement offer for your Government Entity claims against Altria given (a) the Altria-related harm the Entity has suffered; and (b) the burdens, risks, uncertainties, time, and expense of continued litigation (expense that the Entity would ultimately bear). In our opinion, this Settlement is the best opportunity to receive fair and reasonable compensation for your Government Entity claims against Altria in the foreseeable future. Based upon the knowledge and experience we have gained through our years of involvement in the

litigation against Altria, we believe that settling now and receiving payment for your Government Entity claims is clearly in your best interest.

If you reject this settlement offer, your Government Entity claims against Altria will continue in the court system. This will involve substantial additional delay and expense to you, and you also run the risk of ultimately receiving nothing for your claims against this defendant.

If you choose to follow our recommendation and accept your Government Entity settlement offer, please carefully review all of the accompanying documents, and then do ALL of the following:

1. An individual authorized by law to enter into settlement agreements on behalf of the Government Entity should sign the accompanying "Government Entity Release of All Claims" ("Release").
2. That same authorized individual should sign this letter where indicated below.

Please return BOTH signed documents as soon as possible. You must return ALL PAGES of BOTH documents so that the processing of your claim will not be delayed.

A. Effect of Signing the Release

Please keep in mind that by its authorized representative signing the Release, the Government Entity is agreeing to accept the settlement money offered by Altria through the Settlement Program and, in exchange, is giving up its right to a trial against Altria and the other Released Parties.¹ Of course, trial is risky because the Government Entity could win or lose its case. If the Entity goes to trial, the jury could award it more, less, or no money against Altria. In addition, even if the Entity is successful at trial, Altria always has the right to appeal any jury award. The appeal process may take anywhere from two to three years to complete and would result in additional costs and expenses in the Entity's case. Any money awarded by the jury would not be paid to the Entity until the appeal process is complete and only if a finding has been made in the Entity's favor. Further, an appeal could also result in a judgment in the Entity's favor being set aside entirely, or a new trial could be ordered, meaning that the entire time-consuming, risky, and expensive litigation process would start over again.

Please note that the Release is a full and final release of ALL claims the Government Entity currently has, or may have in the future, against Altria and the other Released Parties "concerning and/or connected with JUUL Products and/or with any injury [the Government Entity] has ever claimed, or may at any time in the future claim, the Released Parties [including Altria] caused in whole or in part concerning and/or connected

¹ Page 3 of the enclosed Release (definition 10) sets out all of the Released Parties.

with JUUL Products.” Please also note that, pursuant to the terms of the Release and the Settlement Agreement, the executed Release becomes effective concurrent with Altria’s payment into the Government Entity Qualified Settlement Account of the total gross Settlement Amount described in the accompanying “Description of Settlement Agreement.”

B. The Government Entity’s Net Settlement Offer Amount

As indicated at the outset of this letter, the *net* settlement amount the Government Entity will receive will be the gross settlement amount after deductions for attorneys’ fees, case costs, and the court-ordered Common Benefit Expense assessment. In addition, any liens that may exist on the Government Entity’s Settlement Funds must be satisfied and discharged by the Government Entity before any Settlement Funds can be released to the Entity.

The Government Entity’s *gross* settlement offer amount was determined by an allocation method and group of objective factors approved by the court-appointed Mediator. The accompanying “Altria School District Allocation Approach” document and the “Final Allocation: School Districts” document describe in detail those factors and the allocation methodology. Please feel free to contact us if you have any questions about how the settlement offer value for your Government Entity was determined.

C. When the Government Entity Should Expect to Receive Its Settlement Payment

As explained in the accompanying “Description of Settlement Agreement,” Altria’s Settlement Payment into the Government Entity Qualified Settlement Account will be paid within 60 days of the federal MDL Court’s Final Approval of the proposed class action settlement against Altria involving economic loss claims by consumers who said they overpaid for JUUL’s vaping products. We do not yet know what the Court’s timetable will be for considering preliminary, then final, approval of the proposed class action settlement, but expect payments to be made in the first half of 2024.

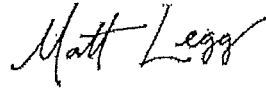
The best way to ensure that your Government Entity receives its settlement payment as quickly as possible is to promptly review, sign, and return the Release and this letter, after you carefully review all of the accompanying documents. We will keep you apprised of any developments that may affect the timing of Judge Orrick’s grant of final approval of the class action settlement and, thus, the anticipated date of Altria’s Settlement Payment into the Government Entity Qualified Settlement Account.

* * * * *

Again, if you choose to follow our strong recommendation and accept your Government Entity settlement offer, please have an authorized official sign BOTH the Release and this letter where indicated and return all pages of BOTH executed documents to us as soon as possible.

If you have questions about any aspects of this aggregate Government Entity Settlement, this letter, the Release, or any of the accompanying documents, feel free to contact me at 410-421-7777 or mlegg@bmbfclaw.com.

Sincerely,



Matthew Legg

Cc:

Doug Beam, Esquire

READ AND AGREED:

I am an official of the Government Entity on whose behalf I am acting and affirm that I am authorized by law to enter into settlement agreements on behalf of the Government Entity. I affirm that any and all processes required by law for me to enter into a settlement agreement on behalf of the Government Entity have been followed. I affirm that I have read and understand this letter, the Release, and the accompanying disclosure documents, and I am consenting on behalf of the Government Entity to the terms of the aggregate settlement and the settlement offer described in this letter, the Release, and the accompanying documents.

Date

Dunmore School Board

Title within Government Entity

Signature

SEPTEMBER SUPERINTENDENT'S NOTES 9/20/23

- I would like to thank our staff and students for a very positive start to our school year
- I would like to thank our staff for an outstanding job handling the evacuation situation that resulted from yesterday's bomb threat. They handled it in a professional manner and displayed great leadership
 - I would also like to thank our students and families for the cooperation and poise with which they handled themselves.
- There was an inquiry to see if we can seek out local venues for our prom. I asked our High School Administration to do so and they have reported back the following information:
 - There are few venues in our Borough that are large enough to accommodate our prom. Mr. Hopkins reported that there is a large happy hour at that venue and the facilities that would be used are comingled. He doesn't feel comfortable with the presence of adults and alcohol in close proximity to our students
- Vehicle congestion in the area of the access road into the stadium area has been an issue. This problem has been heightened by the presence of the current construction project
 - In our construction meeting today, through conversation with our architect, Hemmler & Camayd, as well as our general contractor, Spano Construction, we requested that the general contractor solicit bids for an electronic gate at the entrance to the road that leads to the stadium area. Upon receipt of these bids, Hemmler & Camayd will review the scope of work and make recommendations. At which time, if the situation warrants, the change order will come before this Board for review. It is an extension of the current project based upon safety and the anticipated increase in vehicular traffic as the Wellness Center approaches completion
 - On a related note, there was question about the gates being locked for events – I was told they need to be left open in anticipation of emergency vehicles needing access
- Lady Bucks State Championship rings were purchased by the District at a cost of \$3,260.90
 - 21 rings were distributed
 - 17 team members
 - 4 coaches
 - Coach(s): Toomey, O'Malley, Tallo, & Senseri

AFTER SCHOOL TUTORING-

CHRISTY HINTON – BIOLOGY

MEGAN JUDGE – MATH

KAITLYN BEVANS – MATH

MAURA IRVING –JR. HIGH ENGLISH

CELINE CARLIER –JR. HIGH ENGLISH

ELEMENTARY-

KRISTIN PERRY

STACEY KARZENSKI

JANET LUCAS

LAURA SHULTZ

NICOLE IGOE

ASHLEY COAR

KRISTEN DEMPSEY

KIM COYLE

JOSH D'ANNUNZIO

LISA NARO

KATHLEEN CAPOOCI

MACKENZIE SENATORE

VII. NEW BUSINESS –

VIII. PRESIDENT'S REPORT – NONE

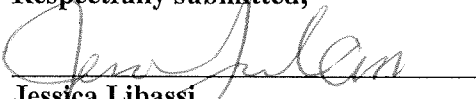
IX. SUPERINTENDENT'S REPORT – See attached

X. ADJOURNMENT

Motion by Mr. McHale 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,



Jessica Libassi
Board Secretary