

**DALLAS SCHOOL DISTRICT
DALLAS, PENNSYLVANIA**

**BOARD OF SCHOOL DIRECTORS
WORK SESSION
BOARD MEETING ROOM
ADMINISTRATION BUILDING/ZOOM (online)
MONDAY, NOVEMBER 18, 2024
7:00 P.M.**

AGENDA

- **Wyoming Valley Veterans Day Parade Essay Contest - Mr. Traver, DIS Principal, Mr. McLaughlin, Middle School Principal**
- **Dallas Intermediate Playground Project Update - Mrs. Andrea Dennis, Director of Special Education**

**DALLAS SCHOOL DISTRICT
DALLAS, PENNSYLVANIA**

REGULAR BOARD MEETING
BOARD MEETING ROOM
ADMINISTRATION BUILDING/ ZOOM (Online)
MONDAY, NOVEMBER 18, 2024

AGENDA

1. Roll Call
2. Approval of Minutes
3. Public Comment on agenda items only.
4. Treasurer's Report
5. Tax Collector's Report
6. Communications
7. Report & Recommendations of Superintendent
8. Standing Committee Reports

<u>Education Committee</u>	<u>Mr. Larry Schuler</u>
<u>Finance Committee</u>	<u>Mr. Pat Musto</u>
<u>Personnel Committee</u>	<u>Mrs. Kristin Pitarra</u>
<u>Policy & Technology Committee</u>	<u>Mrs. Amanda Faneck</u>
<u>Property Committee</u>	<u>Mr. Michael DiMare</u>
<u>Student Activity Committee</u>	<u>Mrs. Sherri Newell</u>
<u>Transportation and Safety Committee</u>	<u>Mrs. Christine Swalles</u>
<u>Wellness and Cafeteria Committee</u>	<u>Mrs. Susan Allen</u>
<u>West-Side Career & Technology Center</u>	<u>Mrs. Kelley Kavanagh-Watkins</u>
<u>Intermediate Unit</u>	<u>Mr. Larry Schuler</u>
<u>Legislative Committee</u>	<u>Mrs. Amanda Faneck</u>

9. Approval of Bills
10. Parent Advisory Committee
11. Federal Programs
12. Old Business
13. New Business
14. Additional public comments - Our public guests are reminded that the public comment is limited to three minutes, per district policy. Members of the public wishing to speak should approach the podium and state their name and address.
15. Adjournment

DALLAS SCHOOL DISTRICT
Dallas, Pennsylvania

**BOARD OF SCHOOL DIRECTORS
REGULAR MEETING
BOARD MEETING ROOM
ADMINISTRATION OFFICE
MONDAY, NOVEMBER 18, 2024**

SUPERINTENDENT'S RECOMMENDATIONS:

1. **Recommended that a resolution be adopted to confirm the interim action of the Superintendent to permit the following organizations to use the Dallas School District facilities as listed, contingent upon receipt by the School District of a Certificate of Insurance in accordance with the District's rules and regulations regarding school facility use requests, with utilization fees per policy 707, and in accordance with the state pandemic guidelines:**

Dallas Swim & Dive Booster Club, DMS Cafeteria, booster meeting, Wednesday, October 16, 2024, from 5:30pm - 7:30pm

Dallas Varsity Cheer, DHS Commons, cheer box project, Thursday, October 17, 2024, from 5pm - 7pm

DMAC, DMS Cafeteria, parent meeting, Monday, October 21, 2024, from 6:30pm - 7:30pm

DES PTO, DIS Main Foyer, fundraiser distribution, Wednesday, October 23, 2024, from 4pm - 6pm

DHS Girls' Basketball Booster Club, DHS Commons, booster meeting, Wednesday, October 23, 2024, from 7pm - 8pm

DSD Athletics, DHS Gym & hall, Nurse's office & hall, Commons, PIAA Winter Physicals, Wednesday, October 30, 2024, from 5pm - 8pm

DHS Girls' Basketball Booster Club, DHS Gym, Skills Camp, Sunday, November 3, 2024, from 11am - 2pm

Dallas Elementary PTO 5th Grade Committee, DIS Gym, Cafeteria, Lobby, Restrooms, 5th Grade Dance, Friday, November 1, 2024, from 6:30pm - 9pm

Dallas Girls' Soccer Booster Club, DHS Commons, booster meeting, Monday, November 4, 2024, from 6pm - 7pm

Dallas Baseball Booster Club, DHS Commons, booster meeting, Wednesday, November 6, 2024, from 6:30pm - 7:30pm

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, NOVEMBER 18, 2024
SUPERINTENDENT'S RECOMMENDATIONS:

DMS STUCO, DMS Gym, Cafeteria, Dance, Friday, November 1, 2024, from 4pm - 9pm

DYB and DHS Boys' Basketball, DHS Gym, Clinic, Sunday, November 3, 2024, from 2pm - 6pm

Dallas Swim & Dive Booster Club, DMS Cafeteria, booster meeting, Thursday, November 7, 2024, from 5:30pm - 7:30pm

Red Cross, DMS Natatorium, lifeguard recertification class, Monday, November 11, 2024, from 5pm - 7pm

Dallas Gridiron Club & Football Team, DHS Commons, JH football EOY pizza party, Wednesday, November 14, 2024, from 5pm - 8pm

Motion by _____ Seconded by _____

2. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to accept the resignation from the following personnel, with regrets and gratitude.

Jamie Simmons Housekeeper 2, DHS, effective 10/8/24

Motion by _____ Seconded by _____

3. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to approve the extension of the leave of absence for child-rearing in accordance with the CBA for the following teacher, effective until 1/2/2025, as listed.

Amanda Perez, Middle School Teacher

Motion by _____ Seconded by _____

4. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to extend the appointment of Elisabeth Mead as LTS, Middle School Teacher, Dallas Middle School (replacing Amanda Perez) from 8/19/24 to 10/25/24, to 8/19/24 to 1/10/25.

Motion by _____ Seconded by _____

5. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to execute an agreement with Johnson Controls related to fire monitoring systems, as listed and attached, pending solicitors review and approval.

DIS - Monitoring \$610.00

Motion by _____ Seconded by _____

Dallas Intermediate School_MON_2024_ -
CPQ-635942

Contract - 80852195

Planned Service Agreement



Johnson Controls Fire Protection LP
6330 Hedgewood Drive
Allentown PA18106
USA

Proposal Presented On:
06-07-2024

The Power behind your mission





SERVICE SOLUTION

Customer #: 2778192
Dallas School District
Date: 7-Jun-24
Proposal #: CPQ-635942
Term: 1-Aug-24 to 31-Jul-25
External Contract #: 80852195 R04-FEB-2024

Billing Customer:
Dallas Intermediate School
2000 Conyngham Ave

DALLAS, PA 18612-0000

Service Location:
Dallas Intermediate School
2000 Conyngham Ave,
Dallas, PA 18612-9288

Johnson Controls Fire Protection LP
Sales Representative:
Bruce Davidson
6330 Hedgewood Drive
Allentown PA 18106
bruce.lynn.davidson@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
-----------------------------	----------	-----------	------------

SYSTEM-FA-SIMPLEX 4100ES			
SIMPLEX 4100ES FIRE ALARM PANEL			

Monitoring Account Type: Fire Alarm

Primary Communication: Phone lines
(POTS)

ALARM & DETECTION- MONITORING Total:	\$610.00
---	-----------------

Johnson Controls has not included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to Dallas School District and is effective 1-Aug-24 (the "Effective Date") to 31-Jul-25 (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Signature : _____

Date : _____

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$610.00 - **Proposal #:** CPQ-635942

PAYMENT SUMMARY:

Year	PSA Charges
1	\$610.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



SERVICE SOLUTION

SCOPE OF SERVICE AND BASE TERMS AND CONDITIONS: In accepting this Agreement, Customer agrees to the Terms and Conditions found at <https://johnsoncontrols.com/buildings/legal/fire-service-psa-terms-august-8-2023> (the "Service Terms"). Where services include, use, implement, and deploy software and hosted software products, such software related to these services are governed by Company's standard terms for software found at <https://www.johnsoncontrols.com/techterms> (the "Software Terms"). Both the Service Terms and Software Terms, as in effect from time to time, are fully incorporated into this agreement by reference (collectively, the "Terms and Conditions"). Attention is directed to the Customer's commitments and obligations to Company, limitation of liability, warranty, indemnity and other terms and conditions contained therein. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of Agreement shall be authorized in writing by the parties. This Planned Service Agreement, Terms and Conditions, and any schedules attached hereto are incorporated by reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of the Parties.

Any additional work or services outside the scope of the Agreement and performed by Company at the direction of Customer shall be subject to the Company's standard customer terms and conditions found at <https://www.johnsoncontrols.com/customerterms>, which are also incorporated herein by reference.

This proposal is valid for thirty (30) days from the proposal date. In accepting this proposal, Customer agrees to the Terms and Conditions Covering the Agreement herein and understand they shall prevail over any variation in terms and conditions on any Purchase Order or other documents Customer may issue.



SERVICE SOLUTION

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email (), payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

Dallas School District	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: <u>Bruce L. Davidson</u>
Print Name: _____	Print Name: <u>Bruce L. Davidson</u>
Title: _____	Title: <u>Customer Care Sales Rep</u>
Phone #: _____	Phone #: <u>610-751-8712</u>
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: <u>11/8/24 - Rev.1</u>

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, NOVEMBER 18, 2024
SUPERINTENDENT'S RECOMMENDATIONS:

6. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to permit the following personnel and students to attend the competitions/trips listed:
- A. WPC - K. Saponic - 25 people, Live Long Playtime, Edwardsville, PA 10/23/24, approximate cost: \$206.00
 - B. DIS - A. Bishop - 55 people, Mohegan Sun Casino, Wilkes-Barre, PA, 10/29/24, approximate cost: \$240.00
 - C. DHS - L. Baltimore - 15 people, Walmart and Burger King, Tunkhannock, PA, 11/13/24, approximate cost: \$288.00
 - D. DHS - L. Baltimore - 6 people, Greater Scranton YMCA, Dunmore, PA, 10/22/24, approximate cost: \$256.00
 - E. DHS - B. Novicki - 5 people, Penn State Wilkes-Barre Campus, Dallas, PA 11/7/24, 12/5/24, 1/16/25, 2/6/25, 3/6/25, 4/3/25, approximate cost: \$600.00 (total)
 - F. DHS - S. Saylor/N. Miller - 42 people, Jim Thorpe, PA, 11/1/24, approximate cost: \$353.00
 - G. DHS - A. Carpenter - 8 people, Shikellamy High School, Sunbury, PA, 10/26/24 approximate cost: \$336.00
 - H. DHS - A. Carpenter - 8 people, Southern Lehigh High School, Center Valley, PA, 11/2/24 approximate cost: \$462.00
 - I. DHS - A. Carpenter - 9 people, Dallastown High School, Dallastown, PA, 11/9/24 approximate cost: \$900.00
 - J. DHS - M. Golden, 25 people, Lackawanna College, Tunhannock, PA, 11/12/24, approximate cost: \$184.00

Motion by _____ Seconded by _____

7. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to consider and accept the intent to retire from the following Professional Employee, effective 11/11/24, with regrets and gratitude (they will receive all benefits to which they are entitled under applicable law):

Mrs. Kathleen Andrusisian, Learning Support, DMS

Motion by _____ Seconded by _____

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, NOVEMBER 18, 2024
SUPERINTENDENT'S RECOMMENDATIONS:

8. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to appoint the following bus/van drivers for the 2024-2025 school year, employed by G. Davis, Inc. Copies of all required credentials, Act 34, Act 114 and Act 151, are on file in the office of G. Davis, Inc:

Angela Carpenter

Motion by _____ Seconded by _____

9. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to appoint the following professional employee as a Homebound Instructor for the 2024-2025 school year, compensated in accordance with Appendix C of the collective bargaining agreement between Dallas School District and Dallas School District Education Association, and under the supervision of their respective principal.

MaryKate Stauffer - ELA
Cynthia Finarelli - World History
Amanda Brudnicki - Science 7
Helene Wilhelm - Math 7

Motion by _____ Seconded by _____

10. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to approve the following list of professional/nonprofessional substitutes, pre-service teachers, guest teachers and classroom monitors for the 2024-2025 school year, pending submission of certifications and at a salary of \$120/per day. The Background Search, as specified in Act 34, the Child Abuse Record, as specified in Act 151, and the Federal Criminal History, as specified in Act 114, are on file in the Office of the Superintendent.

Aidan Matcos
Kathleen Andrusisian (effective 11/12/24)

Motion by _____ Seconded by _____

11. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to appoint the following bus/van driver, employed by G. Davis, Inc, for the 2024-2025 school year, as attached. Copies of all required credentials and Background Search, as specified in Act 34, the Child Abuse Record, as specified in Act 151, and the Federal Criminal History, as specified in Act 114, are on file in the Office of the Superintendent.

Twanda Baker
Darlene Moore

Motion by _____ Seconded by _____

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, NOVEMBER 18, 2024
SUPERINTENDENT'S RECOMMENDATIONS:

12. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to appoint the following professional employees as Cyber teachers of record for the 2024-2025 school year, compensated in accordance with Appendix C of the collective bargaining agreement between Dallas School District and Dallas School District Education Association, and under the supervision of their respective principal.

Cindy Finarelli	Christie Meyers
Shannon Forrer	Chris Plaviak
Harry Haas	Amy Rome
Emma Healey	Caitlin Rusonis
Diane Heindel	Sarah Saylor
Cheryl Higgins	Kristen Stout
Rebecca Hyduk	Kyrston Strauch
Jenn Lamoreaux	Kelly Whalen

Motion by _____ Seconded by _____

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, NOVEMBER 18, 2024
EDUCATION COMMITTEE - Mr. Larry Schuler:

1. Recommended that a resolution be adopted to permit the following personnel and students to attend the competitions/trips listed:
 - A. DMS - H. Baker/T. Bassett - 90 people, Luzerne County Courthouse, Wilkes-Barre and Grotto, Harvey's Lake, PA, 12/18/24, approximate cost: \$294.00
 - B. DMS - J. Borzell - 30 people, WSCTC, Kingston, PA, 12/5/24, approximate cost: \$77.00
 - C. DHS - N. Miller, 10 people, Lakeland Jr./Sr. High, Scott, PA, 3/28/25, No Cost to District.
 - D. DIS - K. Ecenrode, 210 people, DaVinci Science Center, Allentown, PA, 3/20/25, approximate cost: \$2,012.00
 - E. DMS - T. Bassett, 1 person, Shamokin Middle/High School, Coal Township, PA, 11/21/24, No Cost To District.
 - F. DHS - C. Meyers, 35 people, Misericordia University, Dallas, PA, 5/9/25, approximate cost: \$26.00
 - G. DHS - C. Meyers, 40 people, Misericordia University, Dallas, PA, 12/12/24, approximate cost: \$26.00
 - H. DMS - D. Markgraf, 11 people, Tunkhannock High School, Tunkhannock, PA 12/14/24, approximate cot: \$247.00

Motion by _____ Seconded by _____

2. Recommended that a resolution be adopted to approve the following as student teaching/practicum placements from various colleges/universities, for the 2024-2025 school year, as attached:

Motion by _____ Seconded by _____

3. Recommended that a resolution be adopted to execute a student specific agreement for the following students, as listed:

Waivers of Expulsion Hearing and Stipulation - Dallas High School - ID #909277
504 Plan Change in Placement Agreement - Dallas Middle School - ID # 909860

Motion by _____ Seconded by _____

Student Teaching Requests for Spring 2025 for November Board Meeting

COLLEGE	TYPE	NAME OF STUDENT TO BE PLACED	GRADE(S) TO PLACE	DATE(S)	BLDG	REQUESTED FACULTY
Misericordia	Student Teaching	Rachel Shook	7th-8th grade history	Jan 6-Feb 28 2025	DMS	Cindy Finarelli
Misericordia	Student Teaching	Jack Regenye	9th-12th grade history	Jan 6-Feb 28 2025	DHS	Matthew Stretanski
Misericordia	Student Teaching	Siwar Abdo	7th-8th grade math	Jan 6-Feb 28 2025	DMS	Debra Cwalina
Misericordia	Student Teaching	Ariana Nolter	6th-8th grade Learning Support	Jan 13-Mar 7 2025	DMS	Christine Forte
Misericordia	Student Teaching	Lily Metress	7th-8th grade history	Jan 13-Mar 7 2025	DMS	Harry Haas
Misericordia	Student Teaching	Siwar Abdo	9th-12th grade math	Mar 10-May 2 2025	DHS	Cassy Malenovitch
Misericordia	Student Teaching	Riley Danielewicz	Special Education Intermediate Level	Mar 10 - May 2 2025	DIS	Marla Martin
Misericordia	Student Teaching	Ariana Nolter	1st grade/or possible 2nd grade	Mar 10 - May 2 2025	WPC	Kimberly Smith
Misericordia	Student Teaching	Ashleigh Yedlock	3rd grade/or possibly 4th grade	Mar 10 - May 2 2025	DIS	Brenda Baird

Student Teaching Requests for Spring 2025 for November Board Meeting

COLLEGE	TYPE	NAME OF STUDENT TO BE PLACED	GRADE(S) TO PLACE	DATE(S)	BLDG	REQUESTED FACULTY
Wilkes University	Student Teaching	Haley Novitsky	EDML Middle-Level Education (4-8)	Jan 20 - Apr 13 2025	DMS	Rachel Chrobak
Wilkes University	Student Teaching	Olivia Kozlowski	PreK-4 Grades K-4	Jan 21 - Mar 7 2025	WPC	Jenny Derr
Wilkes University	Student Teaching	Olivia Kozlowski	Special Ed Grades K-6	Mar 10-Apr 25 2025	WPC	Kelsey Suponic
Wilkes University	Student Teaching	Lily Hebda	English Grades 7-12	Jan 21-Apr 25 2025	DMS	Jonelle Cavil
Wilkes University	Student Teaching	Brilee Slodysko	PreK-4 Grades K-4	Jan 21-Apr 25 2025	WPC	Susan Crahall

Student Observation Request for Nov-Dec 2024 for November Board Meeting

Wilkes University	20 observation hours	Nathan Zagorsky	Mid-Level 4-8 Math	Nov 19-Dec 20	DMS	Kathy Dolan
-------------------	----------------------	-----------------	--------------------	---------------	-----	-------------

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, NOVEMBER 18, 2024
EDUCATION COMMITTEE - Mr. Larry Schuler:

4. Recommended that a resolution be adopted to execute an agreement between Wyoming Area School District and the Dallas School District for the 2024-2025 school year to provide services for students in the Life Skills Intermediate Center, as per the attached agreement, pending solicitors review and approval.

Motion by _____ Seconded by _____

5. Recommended that a resolution be adopted to execute an agreement with LearnWell to provide educational services for a student, as attached, pending solicitors review and approval.

Motion by _____ Seconded by _____

6. Recommended that a resolution be adopted to execute an agreement with Beacon Light Behavioral Health Systems, as attached, pending solicitors review and approval.

Motion by _____ Seconded by _____

7. Recommended that a resolution be adopted to approve the following volunteers for WPC and DIS, as listed, for the 2024-2025 school year. All clearances are on file in the WPC and DIS offices.

WPC

Nicole Blockus
Sharon Mikula
Brooke Perrego
Kelly Roberts
Brittany Rooney
Adam Tomassacci
John Fuches

DIS

Brook DePietro
Thomas Matinas

Motion by _____ Seconded by _____

**Wyoming Area Special Education Services Agreement
With Dallas School District
For 2024-2025 RSY School Year at Wyoming Area Life Skills Intermediate Center**

This agreement is effective August 14th, 2024 ("Effective Date"), between Wyoming Area School District (referred to herein as "School"), a public school in Pennsylvania and Dallas Area School District located at 2000 Conyngham Avenue Dallas, Pennsylvania 18612, United States (referred to herein as "District," even in instances where the counterparty refers to itself as "Board") ("Agreement").

WHEREAS, Wyoming Area School District provides services for students with a wide range of special education classifications; 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 an ID or multiple disability 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 August 14th, 2024 and end on July 31, 2025 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 Wyoming Area School District for Services rendered up to and on the date of termination.
3. **Fee**. The District will pay Wyoming Area 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.

4. **Related Services.** In the event the IEP Team determines at any time that this child requires additional interventions, the District agrees to pay for such related Services, at the rates described in the Schedule 1, attached hereto.
5. **Distance Learning.** When due to government or District mandated actions (directly or through its board of education) preventing Wyoming Area School District from conducting in-person classes, Wyoming Area School District may deliver, in consultation with the District, the Services, in whole or in part, via distance learning to the extent practicable, using programs, systems, teaching techniques, diagnostic tests, evaluation, academic courses and materials adapted for distance learning at the level of service reasonably practical under the same circumstances, at the fees, rates and payment schedules as set forth in this Agreement.
6. **Student Identification and Assignment.** The District will assess and refer those students whose academic status makes them eligible for transfer to the School. Prior to accepting identified students for enrollment, the School will determine whether it has the capabilities and resources to serve the Students and meet the needs of the Student IEPs. The District agrees that Student enrollment will be reviewed periodically by the School and the District.
7. **Parent, Guardian or Kinship Caregivers Consent.** The District will assist Wyoming Area School District in obtaining the written consent of Student's parents, guardians, or kinship caregivers for the Student enrollment in the School; release of Student records including the Student's prior rate of attendance, grade level when referred to the School, number of times retained, academic performance record on all tests administered by the District, and the number of classes passed/credits earned; emergency medical care, drug testing, Student participation in media releases; and any other matter for which consent is required.
8. **General Supervision of Services.** The District or its designated representatives have general supervision over the Services, the right to approve such Services and the right to make changes to the Services in accordance with the terms of a Student's IEP. Wyoming Area School District will maintain records of the Services during the term of this Agreement. Such records shall be consistent with any guidance or standards developed by the District or the Pennsylvania Department of Education. The District or the Pennsylvania Department of Education may conduct announced and unannounced site visits and to review all documents relating to the provision of special education services to the Students during hours that are least disruptive to the daily operation of the School.

9. **Invoicing and Payment.** Wyoming Area School District will invoice the District monthly for Services rendered by the 15th day of the following month in which Services were provided. All invoices are due and payable within thirty (30) days of receipt. The District agrees to pay Wyoming Area School District the Fee during the Term regardless of the actual attendance of the Student.
10. **Compliance with Applicable Laws.** Wyoming Area School District represents it complies with applicable laws and regulations governing the Services. Wyoming Area School District will deliver Services in compliance with Pennsylvania Department of Education regulations applicable to public schools.
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, Wyoming Area School District agrees to comply with all requirements of the FERPA and the Protection of Pupil Rights Amendment (PPRA). To the extent required by law, Wyoming Area School District, Exeter, 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.** Wyoming Area School District 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 Wyoming Area School District and its officers, directors and employees ("WA Indemnitees") against and from Claims (defined below) asserted by third parties for direct costs, expenses (including reasonable attorney's fees), damages, injury or loss ("WA Losses") to which WA may be subjected by reason of negligence or willful misconduct of District, its officers, directors or employees; provided however, WA Indemnitees may not seek indemnification from District for any WA Losses caused, in whole or in part, by the acts or omissions of WA, its officers, directors and employees;

- b. Wyoming Area School District 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 Wyoming Area School District, its officers, directors or employees; provided however, District Indemnitees may not seek indemnification from Wyoming Area School District for any District Losses caused, in whole or in part, by the acts or omissions of the District, its officers, directors and employees.
 - c. 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.
15. Disputes and Investigations. In the event that any action, suit, proceeding or investigation relating to this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense. In the event any dispute arises out of this Agreement, the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the referred Student shall be of the foremost concern in resolving such disputes.
16. Assignment. No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Wyoming Area School District may assign this Agreement or any duty or obligation or performance or payment hereunder to a subsidiary or affiliate of Wyoming Area School District or any entity acquiring all or substantially all of the stock, equity or assets of Wyoming Area School District.
17. Notice. Any notice required to be given under this Agreement shall be in writing and shall be duly served when it is (i) hand delivered to the addresses set out

below, (ii) deposited, duly registered or certified, return receipt requested, in a United States Post Office, or (iii) via overnight delivery, to the party at the following addresses:

For the District	For Wyoming Area School District
<p>Dallas School District 2000 Conyngham Avenue Dallas, PA 18612</p> <p>Attention: Andrea Dennis</p> <p>Email address: adennis@dsdhs.com</p>	<p>Wyoming Area School District 252 Memorial Street, Exeter, Pennsylvania, 18640, United States</p> <p>Attention: Stephanie Anuszewski</p> <p>E mail address: sanuszewski@wyomingarea.org</p>

Any party may designate a different address by giving the other party thirty (30) days prior written notice in the manner provided above.

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 Wyoming Area School District 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]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of the Effective Date above.

Dallas Area School District

Name: _____

Title: _____

Date: _____

Wyoming Area School District

Name: _____

Title: _____

Date: _____

Fee Schedule 2023-2024

Tuition Rate	Per Year
Regular School Year	\$22,009.00
Extended School Year	\$173.00 - covered by the ESY agreement with the LIU 18
Related Services	Session Fee (Session = 60 minutes)
Occupational Therapy Direct	\$131.55 per hour
Physical Therapy Direct	\$207.55 per session
Speech & Language Direct	\$117.58 per session
PCA daily rate	\$132.90

LearnWell

Date: 10/30/2024

To: Andrea Dennis

Fax Number/Email: adennis@dshs.com

From: Jillian Cartwright, jcartwright@learnwelleducation.com

File Number: Ref-345929

A student from your district has been admitted to a medical facility we partner with to provide educational services. Following this cover page is a one page agreement that must be signed and returned.

At the bottom of this page is additional information you may find helpful.

If you have any questions, please contact our office and someone will gladly assist you.

We look forward to working with both your school district and students.

Sincerely,



Kathleen Egger
VP Teaching Operations
ph: 508-732-9101

PROCEDURE: Students assigned to LearnWell receive direct instruction and continuous administrative support. Instructors are assigned within 24 hours of our company's notification of the requirement for services. For each student served, LearnWell makes its best effort to obtain the student's individual course work from his or her school, complete the assignments with the student in a classroom setting, and return the course work to the student's school system to ensure the student remains up to date with their academics. A session report for each class session with the student is completed to document the details of the session and can be provided to the district at any point in time, upon request.

BILLING: LearnWell submits an invoice to the school system, on a weekly or monthly basis (depending on preference), and payment is expected within 30 days of receipt of invoice.

COMMITMENT: *THERE IS NO REQUIRED MINIMUM COMMITMENT FROM YOUR SCHOOL SYSTEM.* LearnWell will work with one student or one hundred students. We work in conjunction with any existing instructors and only provide services to those students assigned to our program. We will accept any preexisting assignments, or handle all issues, for which schools feel our support would be beneficial to the students.



TO: Andrea Dennis
INSTRUCTION FOR: _____
ADMISSION DATE: _____
SERVICES TO BEGIN: _____
LOCATION: Brooke Glen Behavioral Hospital
INSTRUCTION (hrs/wk): 10
File Number: _____

Additional Notes:

LearnWell will perform the following specific actions to support your student:

1. 10 hours of educational services per week, delivered individually or in a classroom setting, by a certified teacher who is a direct employee of LearnWell
2. Ongoing communication via phone, fax, or e mail, with the applicable school officer to receive, complete and return the student's school work.
3. A Session Report that documents details of each teaching session (i.e. length of session, goals, student's attitude, etc.) will accompany all invoices, upon request.

Absence Policy: Our policy is to ensure all students that are cleared and capable of being seen in class sessions, are seen with 95% accountability.

Your signature below authorizes instruction to the student named above at the rate of \$49.50 per hour of instruction. Each hour of instruction delivered in any setting requires administrative and preparation time, and LearnWell bills an additional 33% for those services (i.e., each 3 hours of teaching generates one (1) hour of admin/prep time cost).

APPROVAL SIGNATURE: _____

PRINT NAME: _____

AFTER SIGNING, PLEASE RETURN THIS PAGE VIA FAX (508-732-9998) or EMAIL (intel@learnwelleducation.com)

PRTF EDUCATION SERVICES
PURCHASE OF SERVICE AGREEMENT
Beacon Light Academy, Bradford, PA

This AGREEMENT is made between Dallas School District, ("Home District") whose principal place of business is 2030 Conyngham Ave Dallas, PA 18612 and the Children's Center for Treatment and Education d/b/a Beacon Light Behavioral Health Systems ("CCTE") which operates Beacon Light Academy at 17 Derrick Road, Bradford, PA 16701 and Bradford Area School District ("Host District"), whose principal place of business is 150 Lorana Avenue, Bradford, PA 16701.

WHEREAS, the CCTE operates a psychiatric residential treatment facility and is licensed and approved by the Pennsylvania Department of Education to provide education services for children and youth; and

WHEREAS, Home District desires to purchase the education services set forth in this Agreement for the benefit of one or more students who are residents of Home District; and

WHEREAS, Host District provide administrative services to facilitate the CCTE's provision of educational services to Home District.

THEREFORE, in consideration of the mutual promises contained in this Agreement, and intending to be legally bound, the parties agree as follows:

1. **Term.** This Agreement shall commence on August 28, 2024 and terminate on June 5, 2025.
2. **Services.** CCTE offers special education, life skills education, autistic education, speech services, occupational therapy, physical therapy, and PCA (personal care aide). CCTE shall provide one or more of the foregoing services to students of Home District when such services are requested by the Host District. All services shall be performed in accordance with the standards and requirements of the Pennsylvania Department of Education and relevant state and federal laws and regulations.
3. **Referral and Acceptance into CCTE Program.**
 - a. A student may be referred to CCTE by the Home District, the Host District, a Court, or a parent or legal guardian of the student.
 - b. CCTE shall notify the Host District within one business day of the student's admission to CCTE via the *Notification of Admission to Facility or Institution and School Enrollment Form* or such other form as may be prescribed by the Commonwealth of Pennsylvania.
 - c. Home District, in coordination with CCTE shall schedule a pre-placement conference with the student and their parent(s) or guardian(s). The participants may include, but not be limited to, the child, parent or guardian, Home and Host District staff, county caseworker, and probation officer and other members of the student's support system.
 - d. When CCTE accepts the student into the program and agrees to provide services pursuant to this Agreement, Host District shall provide the CCTE with the student's books and student network access for academic purposes, prior to or upon the date of placement, or as soon as the information is available.
 - e. The CCTE will request, in writing, any necessary information about the student and their parents or guardians that has not been received from the Home District within fourteen calendar days following placement of the student. CCTE shall retain a copy of the request in the student's record.

- f. CCTE's acceptance of a student for services is conditioned upon Home District accepting financial responsibility for the CCTE services provided to the student. If Home District determines that another school district is or should be the financially responsible for the CCTE services provided to the student, Home District shall seek compensation solely from that school district for services provided by CCTE until the school district enters into a signed agreement for services with CCTE.
- g. CCTE shall notify Home District and Host District at least two weeks prior to the anticipated discharged date for the student, unless extenuating circumstances inhibit such notice, in which case CCTE shall notify Home District and Host District as soon as possible of the anticipated discharge date.

4. CCTE and Host District Responsibilities.

a. Individual Education Plan.

- A. Host District and CCTE will mutually agree upon a procedure to ensure that accurate documentation is being completed on educational reviews of Individualized Education Plan ("IEP") goals and objectives.
- B. CCTE shall ensure that the requirements of a student's IEP, as established by the Host District with input from CCTE, are met in all respects and that the students are provided with a free and appropriate public education.
- C. The Home District and CCTE mutually agree to complete the required regulatory paperwork for special education students. This includes, but may not necessarily be limited to: the ER/RR (Evaluation / Re-evaluation), the IEP (Individual Education Plan) and the NOREP (Notice of Recommended Educational Placement).
- D. CCTE shall submit to Home District and parents, quarterly progress reports pertaining to a student's Individualized Education Plan in such format as Home District may request.

b. Report Cards. CCTE shall complete academic progress reports and report cards utilizing Host District forms on the schedule required by the Host District.

c. Transportation. While the student is admitted to CCTE, CCTE shall be responsible for all student transportation associated with fulfilling the terms of this Agreement.

d. Attendance. CCTE will maintain daily attendance records on all students and provide copies of attendance reports to the Home District and the Host District.

e. Participation. CCTE, Home District, and Host District shall make their staff available to participate in evaluations, IEP meetings, hearings, and similar sessions or meetings to evaluate, make educational decisions for, or otherwise meet the needs of students served mutually by Host District, Home District, and CCTE.

f. The term "IEP" or "Individualized Education Plan" shall refer to, and include, any applicable IEP and/or GIEP (Gifted Individualized Education Plan).

g. Restraints. In the event that the CCTE or any employee or representative thereof who performs services for the Home District as contemplated in this Agreement restrains or causes to be restrained a Home District student, as the term "restraint" is contemplated in the Pennsylvania special education regulations, CCTE shall immediately, or as soon as practicable thereafter, notify the Home District's Director of Pupil Services and provide reasonable assistance to the Home District in performing any additional reporting that must take place as a result.

5. Fee for Services.

- a. The Fee Schedule for the educational and therapeutic services provided by CCTE to Home District is attached as Annex A.

- b. On a monthly basis, CCTE and Host District shall prepare an invoice for all education services provided by CCTE to Home District during the immediately preceding month.
- c. While the student is admitted to CCTE, Host District will invoice Home District, on a monthly basis, for the educational services provided by CCTE to Home District students during the preceding month. Home District shall pay the invoice in full, without counterclaim or offset, within 30 days of receipt of an invoice from Host District.
- d. Host District will remit Home District's payment for the services to CCTE.
- e. CCTE shall separately invoice Home District for all ancillary (non-educational) services (Speech services, Occupational Therapy, Physical Therapy, PCA listed in Annex. A) provided during the immediately preceding month. Home District shall pay the invoice in full, without counterclaim or offset, within 30 days of the receipt of the invoice.

6. Confidentiality.

- a. Each party and their agents and employees shall perform their respective obligations under this Agreement in such a manner as to ensure that records, names, and identities of persons shall remain confidential, except as disclosure is permitted by law or as required for fulfillment of the terms of this Agreement. In addition, the CCTE will be bound and follow the same rules of confidentiality and protection from disclosure of educational records as governs Home District, including the Family Educational Right to Privacy Act, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, the Individuals with Disabilities Act, as well as the provisions of Chapter 12 of the State Board of Education Regulations.
- b. The Parties will comply with the terms of the HIPAA Business Associate Agreement in effect between CCTE and Home District and CCTE and Host District.
- c. The Parties shall and comply with the terms of the FERPA Confidentiality Agreement in effect between the Parties.
- d. The terms of this Confidentiality provision shall survive the termination of this Agreement.

7. Insurance. CCTE shall, at its sole cost and expense, procure and maintain, so long as this Agreement is in effect, insurance covering the performance of the services rendered by CCTE and its employees and subcontractors under this Agreement in accordance with the limits specified below.

a. General Liability Insurance

- A. *Minimum limits of liability:* \$1,000,000 per occurrence, \$3,000,000 in the aggregate.
- B. *Scope of Coverage:* Premises operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees, subcontractors, and volunteers as additional insured, joint liability and broad form property damage (including completed operations).

b. Professional Liability Insurance.

- A. *Minimum limits of liability:* \$1,000,000 per occurrence, \$3,000,000 aggregate
- B. *Scope of Coverage:* Occurrences during the performance of services required under this Agreement plus tail coverage for up to a two-year period of exposure.

c. Automobile Liability Insurance.

- A. *Minimum limits of liability:* \$1,000,000 per person, \$3,000,000 per accident

- d. Failure to maintain insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve CCTE from the obligations of this Agreement. All insurance policies required of CCTE under the terms of this Agreement shall contain provisions that underwriters shall have no rights of recovery or subrogation against Home District, its agents, directors, officers, or employees; it being the intention of the Parties that the insurance so effected shall protect all such Parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance.
8. **Relationship of Parties.** The Parties agree that they conduct completely separate businesses and affairs, are separate entities, and are not partners or joint ventures in any sense whatsoever. The Parties further agree that CCTE and CCTE's employees, agents and subcontractors are independent contractors and not employees, agents or representatives of the Home District or Host District.
9. **Indemnification.**
- a. **Duty to Indemnify.** CCTE shall indemnify, defend, and hold harmless Home District, its directors, officers, agents and employees for, or on account of any damage, injury, or loss (including Home District's cost of litigation and attorneys' fees) to the extent such result from the actions, or inactions, of CCTE and CCTE's agents, employees, and contractors, in fulfilling the terms and obligations of this Agreement.
 - b. **Notice.** Home District must promptly notify CCTE, in writing, of any claim, action, proceeding, or demand that it has knowledge of in relation to this Agreement. Failure to do so shall not relieve CCTE, of its obligation to indemnify, defend, and hold harmless except to the extent CCTE can demonstrate damages attributable to Home District's failure to provide timely notice.
 - c. **Control of Defense.** CCTE shall be entitled to have sole control over the defense and settlement of such claim; provided that (i) Home District shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, and (ii) CCTE shall obtain the prior written approval Home District before entering into any settlement of such claim or ceasing to defend against such claim if such settlement or cessation would cause injunctive or other equitable relief to be imposed against Home District.
 - d. **Survival.** The terms of this Indemnification provisions shall survive the termination of this Agreement.
10. **Force Majeure.** No party shall be responsible for delays or failures in performance resulting from acts that are beyond the control of such party and could not have been prevented or lessened in effect by reasonable mitigation efforts, including, without limitation, act of God, natural disaster, failures of utility or communication systems, strikes, acts of war or terrorism, and legal acts of the public authorities.
11. **CCTE Licensure and Certification.** CCTE shall ensure that its staff obtain and maintain the certifications and licenses required by the Commonwealth of Pennsylvania's Department of Education to provide the services of this Agreement to Home District. CCTE shall notify Host District and Home District, in writing, within five business days of any loss of its Licensure for any of the services being provided to Home District in accordance with this Agreement.
12. **CCTE Legal Compliance.** CCTE shall comply with, and provide Home District proof of compliance with all applicable child safeguarding, criminal background checks, and child abuse reporting requirements (for example, Act 33, Act 34, Act 114, Act 126, Act 24, Act 151, and Act 168). CCTE shall not permit any employee, agent, or subcontractor of CCTE to have direct contact with any student of the Home District until said clearances have been provided to the Home District. CCTE agrees that it, including its employees or representatives performing services for the Home District in connection with

this Agreement, will comply with all applicable federal, state, and local laws and regulations in carrying out its obligations.

13. **Non-Discrimination.** The parties to this Agreement agree that no person shall be excluded from participation in the services and total access to the services provided hereunder on the grounds of sex, color, religion, race, national origin, non-disqualifying disability or due to membership in any other class protected by law.
14. **Termination.**
 - a. Home District may terminate this Agreement only upon the material breach of CCTE and only after providing written notice of the breach to CCTE and allowing CCTE a reasonable period to cure such breach.
 - b. CCTE may terminate this Agreement only upon the material breach of Home District and only after providing written notice of the breach to Home District and allowing Home District a reasonable period to cure such breach.
15. **Notice.** Any legal notice required to be provided by one party to the other party under this Agreement shall be deemed given and received on the date it is delivered (i) in person or (ii) via the US Postal Service or nationally recognized carrier, so long as it is delivered with a confirmation of delivery.
 - a. If to Home District: Dallas School District, 2030 Conyngham Ave, Dallas PA 18612
 - b. If to Host District: Bradford Area School District, 150 Lorana Ave., Bradford PA. 16701
 - c. If to CCTE: Children's Center for Treatment and Education, 47 Beacon Light Way, Bradford, PA 16701, Attn: Executive Director.
16. **Assignment/Subcontracting.** No party may assign this agreement, or the party's respective obligations hereunder, without the consent of the other parties. None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the Home District.
17. **Entire Agreement/Modification.** This Agreement, including all Annexes, constitutes the entire agreement between the parties relating the subject matter contained herein and supersedes all prior oral or written agreements and negotiations between the parties. No change, alteration or modification to this Agreement may be made except in a writing signed by the parties hereto.
18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Scanned, digital, emailed, and faxed signatures shall be treated as originals.
19. **Use of Home District's Name/Logo.** CCTE shall not use the Home District's name or logo for the purposes of advertising, marketing, or promotion of CCTE's services without the express written authorization of the District Superintendent.
20. **Promotional Materials.** CCTE agrees not to utilize any materials prepared in connection with the services rendered under this Agreement for the purpose of illustration, advertising, publication or promotion without the Home District's express written consent. CCTE shall not publish any photograph, video, or audio recording of a student without the express written consent of the student and the student's parents or legal guardians
21. **Right to Know Law.** CCTE agrees that it will, when requested by the Home District, cooperate with the District in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any

other similar laws, in complying with requests for public records made under such laws. This provision does not obligate the CCTE to create any record other than the written report to the Home District.

22. Governing Law and Severability. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability of thereof shall not affect the remainder of this Agreement, which shall remain in full force and affect enforceable in accordance with its terms.

Intending to be legally bound, the parties have executed this Agreement:

{Signature Page Follows}

Dallas School District

By: _____

Date

ATTEST:

By: _____

CHILDREN'S CENTER FOR TREATMENT AND EDUCATION D/B/A BEACON LIGHT BEHAVIORAL
HEALTH SYSTEMS

By: *[Signature]*

10/30/2024
Date

ATTEST:

By: *[Signature]*

Bradford Area School District

By: _____

Date

ATTEST:

By: _____

**Annex A
Education Services Fee Schedule**

CCTE shall provide the following Educational Services to Home District per the following fee schedule:

Special Education	Full Day	\$346.61
	Half Day	\$173.31
Life Skills	Full Day	\$234.61
	Half Day	\$117.31
Autistic Education	Full Day	\$348.18
	Half Day	\$174.09
Speech Services	Per 15 Min.	\$28.75
Occupational Therapy	Per 15 Min.	\$28.75
Physical Therapy	Per 15 Min.	\$36.75
PCA (Personal Care Aide)	Per Hr	\$23.00

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement"), is made and entered into as of this August 28, 2024, by and between Beacon Light Behavioral Health Systems, located at 800 East Main Street, Bradford, PA 16701 ("Covered Entity"), and Dallas School District ("Business Associate"), to address the parties responsibilities under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated there under, including without limitation, the Standards for Privacy of Individually Identifiable Health Information (the "HIPAA Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information (the "HIPAA Security Rule") set forth at 45 C.F.R., Parts 160 and 164; and

WHEREAS, Covered Entity has contracted the services of Business Associate that may involve the use and disclosure of Protected Health Information ("PHI") (as that term is defined below); and

WHEREAS, the HIPAA Privacy and Security Rules require Covered Entity to enter into this Agreement with Business Associate to obtain satisfactory assurances that Business Associate will appropriately safeguard all PHI that Business Associate receives from, creates or receives on behalf of, Covered Entity.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS

1.1 Health Care Operations shall have the meaning defined in 45 C.F.R. §164.501, as currently drafted and subsequently amended.

1.2 Individually Identifiable Health Information shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a healthcare provider, health plan, or healthcare clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.3 Protected Health Information ("PHI") shall mean Individually Identifiable Health Information that is (i) transmitted by electronic media, (ii) maintained in any medium constituting electronic media, or (iii) transmitted or maintained in any other form or medium. PHI shall not include (i) education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. §1232g, and (ii) employment records held by Covered Entity in its role as employer.

1.4 Designated Record Set shall mean a group of records maintained by or for Covered Entity that is (i) the medical records and billing records about individuals maintained by or for Covered Entity, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Covered Entity to make decisions about individuals. As used herein the term, "Record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for Covered Entity.

1.5 Affiliated Covered Entity shall mean another legal entity that shares common ownership and/or control with Covered Entity and with whom Covered Entity has elected to be designated as a single Covered Entity for purposes of the HIPAA Privacy and Security Rules.

1.6 Catch-all definition. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the HIPAA Privacy and Security Rules.

2. PERMISSIVE AND REQUIRED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

2.1 Contractual Obligations. Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI necessary to perform its obligations as may be required under any and all applicable oral or written contracts with Covered Entity provided that such use or disclosure of PHI would not violate the HIPAA Privacy or Security Rules if done by Covered Entity. All other uses and disclosures not authorized by this Agreement are prohibited, unless required by law or agreed to in writing by Covered Entity.

2.2 Business Activities. Unless otherwise limited herein, Business Associate may:

- a. Use PHI in its possession for Business Associate's proper management and administration and to fulfill any present or future legal responsibilities of Business Associate provided that such uses are permitted under the HIPAA Privacy and Security Rules and any other applicable federal and state privacy laws.
- b. Disclose the PHI in its possession to third parties for the purpose of Business Associate's proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that Business Associate represents to Covered Entity in writing, (i) that the disclosures are required by law; or (ii) Business Associate has received from the third party written assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and the third party agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- c. Aggregate the PHI in its possession with the PHI of other Affiliated Covered Entities that Business Associate has in its possession through its capacity as a business associate to such other Affiliated Covered Entities provided that the purpose of such aggregation is to provide Covered Entity with data analysis relating to the Health Care Operations of Covered Entity. Business Associate will not disclose PHI obtained from Covered Entity to another non-affiliated covered entity absent written authorization from Covered Entity.
- d. De-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 CFR §164.514(b) and that Business Associate maintains such documentation as required by applicable law, as provided for in 45 CFR §164.514(b). The parties understand that properly de-identified information is not PHI under the terms of this Agreement.
- e. Use PHI to report violations of law to appropriate federal and state authorities consistent with 45 CFR §164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of PHI, Business Associate hereby agrees to:

- a. Not use or further disclose the information other than as permitted or required by this Agreement or as required by law;
- b. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of the requirements of this Agreement.
- c. Report to Covered Entity in writing, any use or disclosure of PHI that is not permitted or required by this Agreement, or any security incident, of which it becomes aware within 10 days of Business Associate's discovery of such unauthorized use or disclosure or security incident.
- d. Ensure that any agent, including a subcontractor to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to PHI, and agrees to implement reasonable and appropriate safeguards to protect such information.
- e. Use appropriate safeguards to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of the PHI. Business Associate shall implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Rule, and shall comply, where applicable, with the HIPAA Security Rule, to prevent use or disclosure of the information other than as provided for by this Agreement.

- f. Make available all of its internal records, books, agreements, policies, and procedures relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity to the Secretary of the U.S. Department of Health and Human Services ("HHS") for the purposes of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules.
- g. Document uses and disclosures of PHI and within thirty (30) days of Covered Entity's request, make available such documentation to Covered Entity for an accounting of the individual's PHI as required by 45 C.F.R. §164.528.
- h. Make available to Covered Entity all records, books, agreements, policies and procedures relating to Business Associate's use and disclosure of PHI for purposes of determining Business Associate's compliance with the terms of this Agreement.
- i. If records containing PHI constitute a Designated Record Set, Business Associate agrees to provide access to PHI at the request of Covered Entity and make available PHI for amendment and incorporate any amendments as directed by Covered Entity, all in accordance with applicable law.
- j. To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the HIPAA Privacy Rule, comply with the requirements of the HIPAA Privacy Rule that apply to Covered Entity in the performance of such obligations.

3.2 Responsibilities of Covered Entity. With regard to the use and/or disclosure of PHI by the Business Associate, Covered Entity hereby agrees:

- a. To inform Business Associate of any change(s) in its Notice of Privacy Practices (the "Notice") that Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520, to the extent that any such change(s) may affect Business Associate's use or disclosure of PHI, and to provide the Business Associate a copy of the Notice currently in use.
- b. To inform the Business Associate of any changes in, or revocation of, the consent or authorization provided to Covered Entity by individuals to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI pursuant to 45 C.F.R. §164.506 and §164.508.
- c. To notify the Business Associate of any restrictions on use and/or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 agreed to by Covered Entity.
- d. That Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy or Security Rules even if done by Covered Entity.

3.3 Data Breach Notification Requirements. Covered Entity and Business Associate shall each comply with the HHS Final Rule on Breach Notification for Unsecured Protected Health Information ("Notification Rule"). Business Associate shall alert Covered Entity immediately if it discovers an actual or suspected breach of unsecured PHI (as defined in the Notification Rule) in connection with Covered Entity data acquired, accessed, used, or disclosed by Business Associate or its agents, or Covered Entity data stored at or transmitted through a Business Associate-managed data center or Business Associate-managed servers or networks. Business Associate shall provide, either in conjunction with the above notification, or promptly thereafter as information becomes available and to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed during the breach. As between Covered Entity and Business Associate, the Covered Entity shall have final authority to determine whether a breach of unsecured PHI has occurred, whether HHS notification requirements have been triggered, and the necessity for and content of any required notifications. Business Associate shall cooperate fully to assist Covered Entity in identifying individuals potentially affected by the breach, conducting the risk assessment required by the Notification Rule, and providing any required notifications. To the extent that the breach of unsecured PHI resulted from acts or omissions of Business Associate or its agents, Business Associate shall be responsible for all costs reasonably incurred by Covered Entity or Business Associate as a result of such breach.

Business Associate shall train the members of its workforce who provide services to Covered Entity with respect to the requirements of the Notification Rule, as necessary and appropriate for those persons to carry out their job duties and comply with the foregoing obligations.

4. TERM AND TERMINATION

4.1 **Term.** The Term of this Agreement shall be effective on the date specified above, and shall terminate when all PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is not feasible to return or destroy PHI, when protections are extended to such information in accordance with paragraph 4.3 of this Section.

4.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity, and if Business Associate does not cure the breach or end the violation within the specified time, Covered Entity shall terminate this Agreement and any related agreement/amendments; or
- b. Immediately terminate this Agreement and any related agreements if Business Associate has breached a material term of this Agreement and cure is not possible.

4.3 Effect of Termination.

- a. Immediately upon termination of this Agreement or within sixty (60) days thereafter, Business Associate agrees to return or destroy all PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, and to retain no copies thereof. Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents and return it to Covered Entity.
- b. If it is not feasible for Business Associate to return or destroy said PHI, Business Associate will notify Covered Entity in writing that it has determined that it is not feasible to return or destroy the PHI and the specific reasons for such determination. In the event that Business Associate determines that returning or destroying PHI is not feasible, Business Associate shall extend any and all protections, contained in this Agreement to the Business Associate's use and/or disclosure of PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to those purposes that make the return or destruction of the information not feasible. Additionally, upon termination of this Agreement, if it is not feasible for Business Associate to obtain from a subcontractor or agent any PHI in the possession of such subcontractor or agent, the Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree in writing to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

5. MISCELLANEOUS

5.1 **Regulatory References.** A reference in this Agreement to a section in the HIPAA Privacy or Security Rule means the section as in effect or as amended.

5.2 **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of the HIPAA Privacy and Security Rules.

5.3 **Survival.** The respective rights and obligations of Business Associate under Section 4.3 related to "Effect of Termination" shall survive the termination of this Agreement.

5.4 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy and Security Rules.

6. FERPA

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
 - School officials with legitimate educational interest;
 - Other schools to which a student is transferring;
 - Specified officials for audit or evaluation purposes;
 - Appropriate parties in connection with financial aid to a student;
 - Organizations conducting certain studies for or on behalf of the school;
 - Accrediting organizations;
 - To comply with a judicial order or lawfully issued subpoena;
 - Appropriate officials in cases of health and safety emergencies; and
 - State and local authorities, within a juvenile justice system, pursuant to specific State law.

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives as of the effective date stated above.

Covered Entity


Business Associate:

By: _____

By: _____

Print Name: Jennifer Gesing

Print Name: _____

Print Title: Executive Director

Print Title: _____

Date: 08/28/2024

Date: _____

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, NOVEMBER 18, 2024
FINANCE COMMITTEE - Mr. Pat Musto:

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, NOVEMBER 18, 2024
PERSONNEL COMMITTEE- Mrs. Kristin Pitarra:

1. Recommended that a resolution be adopted to approve the overtime payments as attached:

Motion by _____ Seconded by _____

2. Recommended that a resolution be adopted to affirm the hourly rate of the following non-instructional, tech aides, as listed:

Logan Dwen - \$12.06/hr
Andy Traver - \$12.06/hr

Motion by _____ Seconded by _____

3. Recommended that a resolution be adopted to appoint the following professional employees as Elementary Subject Coordinator(s) at a stipend of \$499 base, plus \$60/teacher assigned to the department, for the 2024-2025 school year, as follows:

Michael Viglone/Kristyn Ecenrode Science (split compensation)

Motion by _____ Seconded by _____

4. Recommended that a resolution be adopted to appoint Riley Coon as Special Education Teacher, Dallas Middle School (replacing Kathleen Andrusisian), at Step 1, Bachelor Level on the salary scale, \$48,768.00, in accordance with the agreement between the Dallas School District and the Dallas School District Education Association, effective December 9, 2024 pending submission of appropriate PDE Certification to the District. The Background Search as specified in Act 34, the Child Abuse Record, as specified in Act 151, and the Federal Criminal History, as specified in Act 114, are on file in the Office of the Superintendent.

Motion by _____ Seconded by _____

5. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to appoint the following advisor for the 2024-2025 school year, with compensation to be consistent with the provisions of Appendix B of the collective bargaining agreement between Dallas School District and Dallas School District Education Association.

Science Olympiad Advisor Joann Morris \$1,432.93

Motion by _____ Seconded by _____

**DALLAS SCHOOL DISTRICT
OVERTIME REPORT**

10/11/2024

SECRETARY

Date of Event	Employee	Reason	# Hours	Salary	Total
9/21-10/4	Cheryl Daube	Late buses, Compile agency data for SE, Update volunteer clearance list, Prep for HS helpers, Chromebook drop off, Picture day prep	6.00	\$31.68	\$190.08
9/21-10/4	Shelley Shurites	Late buses, Chromebook return	2.00	\$31.64	\$63.28
9/21-10/4	Kelly St Clair	Football/Band equipment truck	8.00	\$28.11	\$224.88
Subtotal					\$478.24

CUSTODIAN/ HOUSEKEEPER

Date of Event	Employee	Reason	# Hours	Salary	Total
9/21-10/4	Howard Chang	Life guard cert class, Started early	3.16	\$33.89	\$107.09
9/21-10/4	Doug Gallup	DMS blood drive, open buildings for contractors, Coverage, Dallas Jr, Mounts	45.51	\$33.93	\$1,544.15
9/21-10/4	Byron Goble	JV football, Football, Soccer	16.75	\$29.00	\$485.75
9/21-10/4	Gene Koshinski	Coverage	1.75	\$32.78	\$57.37
9/21-10/4	Jason Kutch	Field Hockey, Football, Soccer	24.50	\$29.00	\$710.50
9/21-10/4	Lori Parsons	Coverage	1.67	\$30.81	\$51.45
9/21-10/4	Scott Russo	DMS blood drive	3.50	\$23.79	\$83.27
9/21-10/4	Mary Shively	Coverage	6.50	\$33.44	\$217.36
9/21-10/4	Ashley Sickler	Football	5.25	\$32.27	\$169.42
9/21-10/4	Brian Straub	Football	7.67	\$35.34	\$271.06
Subtotal					\$3,697.41
Total					\$4,175.65

**DALLAS SCHOOL DISTRICT
OVERTIME REPORT**

10/25/2024

SECRETARY

Date of Event	Employee	Reason	# Hours	Salary	Total
10/5-10/18	Cheryl Daube	Late buses, Returned students, Parade letter, New student tour, Sort picture delivery	5.66	\$31.68	\$179.31
10/5-10/18	Shelley Shurites	Late buses, Returned students, New student tours	2.50	\$31.64	\$79.10
10/5-10/18	Kelly St Clair	Football/Band equipment truck	13.50	\$28.11	\$379.49
Subtotal					\$637.89

CUSTODIAN/ HOUSEKEEPER

Date of Event	Employee	Reason	# Hours	Salary	Total
10/5-10/18	Claudio Arias	Coverage	3.50	\$25.89	\$90.62
10/5-10/18	Howard Chang	Call out, Staff meeting	2.50	\$33.89	\$84.73
10/5-10/18	Doug Gallup	Dallas Jr Mounts, Coverage, Staff Meeting, Soccer, Football	27.67	\$33.93	\$938.84
10/5-10/18	Byron Goble	Field Hockey, Football	12.75	\$29.00	\$369.75
10/5-10/18	Melanie Harry	Coverage	2.00	\$32.27	\$64.54
10/5-10/18	Gene Koshinski	Coverage	2.00	\$32.78	\$65.56
10/5-10/18	Jason Kutch	Field Hockey, Football, Soccer, Staff meeting	23.33	\$29.00	\$676.57
10/5-10/18	Lori Parsons	Coverage, Book fair	1.84	\$30.81	\$56.69
10/5-10/18	Scott Russo	Coverage	3.42	\$23.79	\$81.36
10/5-10/18	Mary Shively	Coverage, Staff meeting	11.17	\$33.44	\$373.52
10/5-10/18	Ashley Sickler	SATs, Purse bingo, PSATs, Coverage, Football	26.33	\$32.27	\$849.67
10/5-10/18	Brian Straub	Football	7.50	\$35.34	\$265.05
Subtotal					\$3,916.90
Total					\$4,554.79

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, NOVEMBER 18, 2024
POLICY & TECHNOLOGY COMMITTEE - Mrs. Amanda Faneck:

1. Recommended that a resolution be adopted to approve the revised Dallas School District Policy 113.1 - Discipline of Students with Disabilities

Motion by _____ Seconded by _____

2. Recommended that a resolution be adopted to approve the revised Dallas School District Policy 113.2 - Behavior Support

Motion by _____ Seconded by _____

3. Recommended that a resolution be adopted to approve the revised Dallas School District Policy 202 - Eligibility of Nonresident Students

Motion by _____ Seconded by _____

4. Recommended that a resolution be adopted to approve the revised Dallas School District Policy 236.1 - Threat Assessment

Motion by _____ Seconded by _____

5. Recommended that a resolution be adopted to approve the revised Dallas School District Policy 805.2 -School Security Personnel

Motion by _____ Seconded by _____

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, NOVEMBER 18, 2024
PROPERTY COMMITTEE - Mr. Michael DiMare:

1. Recommended that a resolution be adopted to permit the following organizations to use the Dallas School District facilities, as listed, contingent upon receipt by the School District of a Certificate of Insurance in accordance with the District's rules and regulations regarding school facility use requests, with utilization fees per policy 707, And in accordance with the state pandemic guidelines:

DHS Girls' Basketball Booster Club, DHS Gym, team pictures & Meet the Team, Sunday, November 24, 2024, from 1pm - 3pm

Civil Air Patrol, DMS Track, drone flying, Saturday, December 14, 2024, from 10am - 12pm

DYB Challenger Division, WPC Gym, Challenger Division Games, Sunday, January 5, 12, 19, and 26, 2025, from 5pm - 8pm

DIS & WPC Art Program, DIS Cafeteria & 1st Floor Hallway, Art Show, Thursday, April 10, 2025, from 6pm - 8pm

Dallas Boys' Basketball, DHS Commons & Gym, pictures & Meet the Team, Sunday, November 24, 2024, from 9:30am - 1pm

Kiwanis Club of Dallas, old Dallas Twp. School property, Ice Rink, Sunday, December 1, 2024, through Sunday, March 30, 2025, from 9am - 6pm

Encore School of Dance, DHS PAC, winter dance recital, Sunday, January 19, 2025, from 2pm - 6pm

DMS Drama Club, DMS Auditorium, Lobby, Music Wing, fundraiser performances, Friday, March 14, and Saturday, March 15, 2025, from 5pm - 11pm; Sunday, March 16, 2025, from 12pm - 6pm (*auditorium reserved from Saturday, March 8, through Sunday, March 16, 2025; build days: Saturday, March 8, and Sunday, March 9, 2025, from 10am - 5pm; rehearsals: Monday, March 10, through Thursday, March 13, 2025, from 3pm - 9pm*)

Encore School of Dance, DHS PAC, summer dance recital, Sunday, June 8, 2025, from 1pm - 6pm

Dallas Township, old Dallas Twp. School property, Annual Christmas Tree Lighting, Saturday, December 7, 2024, from 3pm - 9pm

DHS Band Boosters, DHS Commons, holiday potluck, Monday, December 9, 2024, from 6pm - 9pm

Dallas Swim & Dive Booster Club, DMS Cafeteria, Holiday Bagel Breakfast, Saturday, December 28, 2024, from 8am - 10:30am

Dallas Swim & Dive Booster Club, DMS Cafeteria, Senior Night, Wednesday, January 29, 2025, from 4pm - 8pm

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, NOVEMBER 18, 2024
PROPERTY COMMITTEE - Mr. Michael DiMare:

Dallas Swim & Dive Booster Club, DMS Cafeteria, Team Breakfast, Saturday, February 8, 2025, from 8am - 10:30am

Dallas Swim & Dive Booster Club, DMS Cafeteria, Team Pasta Parties, Wednesday, February 26, and Wednesday, March 5, 2025, from 5pm - 7:30pm

DEPTO, DIS Commons, Restrooms, Front Field, Front Parking Lot, WPC Parking Lot (overflow), 5th Grade Celebration, Sunday, May 18, 2025, from 12pm - 3pm

Joan Harris, DHS PAC & music wing, holiday dance recital, Saturday, December 14, 2024, from 3:30pm - 10pm, and Sunday, December 15, 2024, from 12pm - 5pm

Back Mountain Bandits Youth Lacrosse, DIS Gym, lacrosse winter training, recurring Sundays beginning Sunday, December 15, 2024, and ending Sunday, February 23, 2025, from 4:30pm - 5:30pm (no training on December 29, January 19, or February 16)

Joan Harris, DHS PAC & music wing, spring ballet, Saturday, April 12, 2025, from 9am - 5pm, and Sunday, April 13, 2025, from 12pm - 5pm

Dallas Wrestling Booster Club, DHS Commons, booster meeting, Monday, November 25, 2024, from 7pm - 8:30pm

Dallas Wrestling Booster Club, DHS LGI, booster meeting, Thursday, December 5, 2024, from 7pm - 8:30pm

Dallas Cheer Boosters, DHS Commons, Christmas party, Thursday, December 5, 2024, from 5pm - 8pm

Dallas Swim & Dive Booster Club, DMS Cafeteria, Meet the Team, Wednesday, November 20, 2024, from 5pm - 8pm

Motion by _____ Seconded by _____

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, NOVEMBER 18, 2024
STUDENT ACTIVITIES COMMITTEE - Mrs. Sherri Newell:

1. Recommended that a resolution be adopted to appoint the following coaches for the Spring Season of the 2024-2025 school year, with compensation to be consistent with the provisions of Appendix B of the collective bargaining agreement between Dallas School District and Dallas School District Education Association, as listed. The Background Search, as specified in Act 34, the Child Abuse Record, as specified in Act 151, and the Federal Criminal History, as specified in Act 114, are on file in the Office of the Superintendent.

Mike Viglone	Head Coach Baseball	\$5,471.20
James Casey	Assistant Coach Baseball	\$3,647.47
John Zug	Head Coach Boys Lacrosse	\$5,471.20
Joe Stuppino	Assistant Coach Boys Lacrosse	\$3,647.47
Ed Radzinski	Head Coach Track	\$5,471.20
Loran Napkora	Assistant Coach Track	\$3,647.47
Amy Rome	Assistant Coach Track	\$3,647.47
David Buchinski	Head Coach Softball	\$5,471.20
Joe Pugliese	Head Coach Boys Tennis	\$3,256.67
Anthony Brominski	Assistant Coach Boys Tennis	\$1,302.00
Hannah Bonomo	Head Coach Girls Lacrosse	\$5,471.20
TBD	Assistant Coach Girls Lacrosse	\$3,647.47
Vanessa Kerecman	Boys Volleyball	\$3,256.67
Korren Hicks	Assistant Coach Boys Volleyball	\$1,302.00

Middle School

Anton Kachur	Assistant in Charge Baseball 9th Grade	\$3,256.67
Brian Wielgosz	Assistant Coach Baseball 8th Grade	\$2,735.60
Eric Sweppenheiser	Assistant Coach Baseball 7th Grade	\$1,302.67
Abigail James	Assistant in Charge Track	\$3,256.67
Devin Michalec	Assistant Coach Track	\$2,735.60
Robert Roper	Assistant Coach Track	\$2,735.60
TBD	Assistant Coach Track 7th Grade	\$1,302.67

All required credentials, Act 34, 114, and 151 copies are on file in the Office of the Superintendent

Motion by _____ Seconded by _____

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, NOVEMBER 18, 2024
STUDENT ACTIVITIES COMMITTEE - Mrs. Sherri Newell:

2. Recommended that a resolution be adopted to appoint the following personnel as game managers and game personnel for the 2024-2025 Winter Season, for a stipend of \$35.00 per event as directed by the athletic director. All clearances are on file in the office of the Superintendent:

Matt Samuel	John Zug
Chris Porasky	Joanne Major
Holly Baker	Ruth Skammer
Heidi Wagner	Kelly StClair
Donna Richards	Al Adamchik
Allyson Lord	Jonathan Wilson
George Mizzer	Ashley Shaffern

Motion by _____ Seconded by _____

3. Recommended that a resolution be adopted to appoint the following coach for the Winter Season of the 2024-2025 school year, with compensation to be consistent with the provisions of Appendix B of the collective bargaining agreement between Dallas School District and Dallas School District Education Association, as listed. The Background Search, as specified in Act 34, the Child Abuse Record, as specified in Act 151, and the Federal Criminal History, as specified in Act 114, are on file in the Office of the

Assistant Swim Coach	Apryl Gonzales	\$3,214.98
----------------------	----------------	------------

Motion by _____ Seconded by _____

- 4 Recommend a resolution be adopted to authorize the Business Manager to release a Request for Proposals (RFP) for Athletic Trainers, as attached, pending solicitors review and approval.

Motion by _____ Seconded by _____



Dallas School District

Administrative Office

2000 Conyngham Avenue

Dallas, Pennsylvania 18612

RFP Invitation

Athletic Training - Fall 2025- Spring 2028

**DALLAS SCHOOL
DISTRICT
2000 Conyngham Ave.
Dallas, PA 18612**

Notice of Invitation to RFP

1. Purpose

The Dallas School District is requesting sealed proposals for Athletic Training Services at Dallas School District, located at 2000 Conyngham Avenue, Dallas, PA three-year period beginning with the 2025-26 school year and ending with the 2027-28 school year. The District is seeking **2 Full-Time Equivalent (FTE) Athletic Trainers** to provide athletic training services for approximately 300 High School and 200 Middle School athletes.

This invitation provides interested Vendors with sufficient information to enable them to prepare and submit a proposal for consideration by the Dallas School District.

2. Proposal Submittals and Due Date

In order to be considered, proposals are due no later than
at which time they will be publicly opened.

All proposals shall be submitted in a sealed envelope marked in the lower left corner "Sealed Proposal – Athletic Training Services / Fall 2025 - Spring 2028. All proposals will be received at 2000 Conyngham Avenue, Dallas, PA 18612, Attention: Grant S. Palfey, Business Manager. It is the complete responsibility of the Vendor to ensure that the proposal has been received at this address by the date and time specified.

Offers and amendments thereto, or withdrawal of proposals submitted, if received by the Dallas School District after the date and time specified for scheduled opening, will not be considered. There will be no exceptions. Date of postmark will not be considered. Telephone or telegraph proposals, including facsimiles and emailed documents, will not be accepted. Requests for extensions of the opening time and date will not be granted.

Vendors mailing their proposals should allow for normal time to ensure receipt of their proposals by the District prior to the time and date fixed for opening of proposals.

All proposals shall be signed in ink by the Vendor's duly authorized principal.

Proposals or unsolicited amendments to proposals received by the District after the acceptance deadline will not be considered. Proposals will be publicly opened and logged in at the time and date specified above.

Each Vendor shall submit **one original and two (2) copies** of its proposal to the District. If additional space is required for submission of signature information, attach company letterhead with the additional information stated therein.

3. Incurring Costs

The Dallas School District is not liable for any cost incurred by Vendors prior to the issuance of an agreement, contract, or purchase order for requested services.

4. Tax Exemption

As a public school entity, the Dallas School District is exempt from Pennsylvania Sales and Use Taxes and enjoys all other federal and state tax exemptions afforded to public school entities and/or similar political subdivisions.

5. Proposal Presentation

Proposals shall be signed by an authorized representative of Vendor's firm on the form of Proposal sheet provided in this packet. All requested information must be presented. Failure to do so may result in the proposal being considered not responsive and, thus, rejected.

6. Specific Requirements

The District is seeking **2 Full-Time (FTE) Athletic Trainers** to provide athletic training services for approximately 300 High School and 200 Middle School athletes. The extent and character of the services to be performed will be subject to the general control and approval of the Athletic Director, or his or her designee. The District will retain the right to determine any trainer's suitability for the District's needs in the position.

The services that are requested to be provided include, but are not limited to:

- Training room coverage – the Vendor will provide coverage beginning the first PIAA sport date in August, running until the final PIAA event in June. Days will be Monday through Friday from 1:00 PM to 9:00 PM. Weekend availability will be needed as required.
- Physicals and clearances – the vendor will provide a review of PIAA physicals and clearance of athletes prior to the first PIAA sport date in

August.

- **Game coverage** – all levels of football, wrestling (including weighing), soccer, softball, baseball, track (indoor and outdoor) and field, tennis, volleyball, basketball, cross-country, cheerleading, field hockey, golf, swimming/diving, and lacrosse. Varsity football and Playoff contests will be covered both home and away.
- **Exercise programs** – the Vendor will develop exercise programs based upon assessment with a long-range goal of injury prevention.
- **Instruction** – the Vendor will provide a minimum of 3 hours per year of instruction to student athletes and coaching staff including but not limited to nutrition, substance abuse, and sports psychology.
- **Team physician services** – the Vendor will designate a sports medicine trained physician as the Scholl District's team physician for athletics. The physician will oversee the medical aspects of the sports medicine services provided to the School District and will be a resource to certified athletic trainers and athletic director for questions about the care of the athlete. These services will be provided at no additional cost to the School District, and the physician services provided in the training room, at a sporting event or practice, or via telephone will not be billed to the athlete.

The physician or a covering physician or physician assistant shall attend all home varsity football games. Physician/physician assistant game coverage is limited to evaluation of athletic injuries for the purposes of assessing return to play status or recommending further medical care as deemed necessary.

- **Reporting** – provide quarterly reports to the District, including:
 - Student and coaching staff instructions
 - Communication with team physicians
 - Exercise program (general and sports-specific and document extent of participation by students)
 - Equipment/Facility assessment to meet need of students/athletes
 - Games covered by sport

7. Preparation of Proposals

Proposals and all attachments shall be submitted on the forms supplied by the Dallas School District or an exact copy thereof.

Submitted proposals shall be executed in the following manner:

- **Individual:** where the Vendor is an individual, he shall sign the form personally.
- **Partnership:** where the Vendor is a partnership, the proposal shall be signed in the name of the partnership, followed by the signature of a partner.
- **Corporation:** Where the Vendor is a corporation, the proposal shall be executed in the name of the corporation, signed by the president or vice-president, and by the secretary or assistant secretary thereto, or if the proposal is submitted by an agent other than the above, he shall submit evidence of his authority certified by the secretary of the corporation under

corporate seal.

- **Limited liability company (LLC):** where the Vendor is a Limited Liability Company (LLC), the proposal shall be executed in the name of the LLC, signed by the Member or Manager.
- **Where the Vendor is trading under the Fictitious Names Act,** the proposal shall include the fictitious name and the names of the persons or corporations conducting said business.

8. Withdrawal of Proposals

Vendors will be given permission to withdraw any proposal after it has been received by the Dallas School District, provided the Vendor or his agent duly authorized to act for him, personally appears at the meeting place of the Dallas School District with a written request signed by the Vendor prior to the time set for the opening of the proposal. At the time set for the opening of the proposals, the withdrawn proposal will be returned to the Vendor. Such proposals will not be opened or read at the public opening.

Proposals may not be modified after submittal.

Proposals may be withdrawn 90 days after opening, if no award has been made.

Mistake Claims

A Vendor may withdraw his proposal within two business days after the RFP opening time in accordance with The Public Contracts – Withdrawal of Bids Law, Act of January 23, 1974, P.L. 9, No. 4, 73 P.S. Sec. 1602. A proposal, which has been opened, may be withdrawn only in accordance with the causes set forth in said Act and for no other reasons. Strict compliance with said Act is required to withdraw a proposal after the public opening.

9. Irregular Proposals

Proposals may be rejected if they show any omission, alteration of form, additions or deductions not called for, conditional or uninvited alternative documents, or irregularities of any kind. Proposals in which any of the prices are unreasonable may be rejected.

10. Insurance

The Vendor shall provide a certificate of insurance naming the Dallas School District as an additional insured in the minimum amounts as specified herein. Said insurance shall be provided at the sole expense of the Vendor with an insurance company which is licensed to do business in the Commonwealth of Pennsylvania.

- A. General Liability (including completed operations coverage) - \$1,000,000 (combined single limit) and \$3,000,000 aggregate coverage
- B. Bodily Injury - Property Damage Coverage - \$1,000,000 per occurrence and \$3,000,000 aggregate coverage
- C. Workmen's Compensation per state statute

- D. Professional Liability - \$1,000,000 (covering the trainer)
- E. Automobile General Liability Insurance - \$1,000,000 combined single limit for bodily and property damage

11. Equal Opportunity - Affirmative Action

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

12. Authority to Bind Vendor

The Vendor's proposal is to identify the individual(s) having authority to contractually bind the Vendor and shall be signed by an authorized representative of Vendor's firm on the Form of Proposal sheet provided in this packet. It is also to name the person to be contacted both during the period of evaluation of proposals and for prompt initiation upon award of contract. This information is to include name, title, address and telephone number. All requested information must be presented. Failure to do so may result in the proposal being considered not responsive and, thus, rejected.

13. Indemnification

The contractor agrees to indemnify, defend, and hold harmless the Dallas School District, as well as its officers, agents and employees from any and all claims, suits, judgements and demands whatsoever, including, without limitation, costs, litigation, expenses, counsel fees and liabilities with respect to injury to or death of any person or persons whatsoever, caused or claimed to have been caused in whole or in part by the acts or omissions of the Vendor, its officers or employees or any other person directly or indirectly employed by the Vendor while engaged in the performance of the contract specifications or any activity associated therewith or related thereto.

14. Non-Collusion Affidavit and Rejection of Collusive Proposals

More than one proposal submitted for one contract from an individual, partnership, corporation, or Limited Liability Company, LLC, with an association under the same or different names will be grounds for the rejection of all RFPs in which such Vendor is interested. Any or all proposals will be rejected if there is reason for believing that collusion exists among any of the vendors. Participants in such collusion will not be considered in future RFP invitations.

A non-collusion affidavit shall be executed and submitted using the form set forth herein.

Instructions for completing Non-Collusion Affidavit:

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. §§161 1 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the Vendor who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and be assured that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Vendor with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids priced higher than the bid of another firm, any intentionally high or non- competitive bid, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

15. Termination

Subject to the provisions below, the contract may be terminated by either party, upon thirty (30) days' advance notice to the other party, but if any work or services hereunder are in progress, but not completed, as of the date of termination, then this contract may be extended upon written approval by the District until said work or services are completed and accepted.

A. Termination for Convenience

In the event that the contract is terminated or canceled upon request and for the convenience of the District, without the required thirty (30) days' advance written notice, then the District shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the District for cause, default or negligence on the part of the Vendor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days' advance notice requirements are waived in the event of termination by cause.

16. Invoicing and Payment

Invoices shall be paid within 30 days of the date of receipt by the District unless any items thereon are questioned, in which case payment will be withheld pending verification of amount claimed and the validity of the claim.

17. Addenda

If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this request, revisions will be provided to all prospective Vendors who receive this request for proposals. Such revisions or addenda will additionally be posted on the following website:

www.dallassd.com

This document includes an acknowledgement page; this page must be emailed to the District to ensure proper notification of changes to the published documents. The District does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.

Questions regarding this document should be referred to Grant S. Palfey, Business Manager at 570-674-7231 or at gpalfey@dshs.com.

A summary of all questions and answers will be made available to each firm if they might influence the award of the contract.

18. Proposal Content

Vendors are advised to provide information detailed sufficiently to enable evaluation

of their capabilities, experience and approach to the services outlined in the proposal.

Each proposal should provide a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of this Request for Proposal.

Vendors must include the following in their proposal document(s):

- **Current National Athletic Trainers' Association (NATA) Certification.**
- **An overview of the Vendor, including:**
 - **The name and location of your company, including the location of the office that will be serving the District.**
 - **A brief general description of your business.**
 - **The number of years your company has been in business.**
 - **Whether the Vendor is a subsidiary of another entity. If so, provide the name of the parent company.**
 - **The number of personnel employed by your company (please include the number of staff dedicated to provide requested services).**
 - **The primary line of business of your firm.**
- **Three to five references from current or former school district clients. The references must be relevant to services provided in the last 36 months, and shall include:**
 - **The reference organization's name and location**
 - **Starting date of service**
 - **Relevant statistics (such as the number of athletes treated or other services provided)**
 - **The organization's level of acceptance of the Vendor's services**
 - **Contact information, including a name, the individual's title, and a telephone number.**

19. Miscellaneous

The contents of the proposal submitted by the selected Vendor and this RFP will become a part of any contract and associated terms and conditions.

All proposals are subject to public inspection, subject to the provisions of the Pennsylvania Right to Know Law. Copies of information resulting from this RFP are generally not available until a contract has been formally awarded.

20. Request for Clarification

Requests for clarification should be submitted to Grant S. Palfey, Business Manager at gpalfe@dshs.com. These questions should be printed or typed and submitted on the Request for Clarification form provided in this RFP packet by

4:00 PM, EST. In the event that it becomes

necessary to revise any part of this RFP, addenda will be provided to Vendors who have received this set of RFP documents.

21. Selection Process

Selection shall be made of one Vendor deemed to be fully qualified and best suited among those submitting proposals. After proposal reviews have been conducted, the Dallas School District shall select the Vendor who, in its opinion, has made the best proposal. The Dallas School District may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

22. Evaluation and Determination of Award of Contract

No contract shall be awarded until the proposals have been examined and the award authorized by the Dallas School District. Successful Vendors will be notified of award as soon after opening, review and evaluation of all submitted proposals as possible. In determining the award to a Vendor, in addition to the cost factors to perform the specified services, the following elements may be considered:

1. Responsiveness of the proposal in clearly stating an understanding of services to be performed; a demonstrated ability to provide comprehensive services.
2. Knowledge of and comprehension of all laws and regulations pertaining to the required services.
3. Technical and professional experience and qualifications of the Vendor to perform all aspects of the required services.
4. Size, structure, and financial capacity of the firm, considering the scope of the required services.
5. References.
6. Range of services and capabilities that reside within the Vendor's organization.

23. Award

The Dallas School District may reject any or all proposals for such reason as it may deem proper. In acceptance of proposals, the District will be guided by consideration of the interests of the District. The Dallas School District expressly

reserves the right to reject any or all proposals or portions thereof, to waive any informalities or irregularities in the proposals received, and to accept proposals, or portions thereof, which are in the best interest of the Dallas School District. The District also reserves the right to negotiate further with one or more of the consultants as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interests of the District.

The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the District is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the District.

24. Sub-Letting or Assigning of Contract

The Vendor shall not sublet, sell, transfer, assign or otherwise dispose of the contract, or any portion thereof, or of his rights, title or interest therein, without the written consent of the Dallas School District.

25. Independent Contractor

The Vendor understands that the services to be provided will be provided in the capacity of an independent contractor, and the Vendor will not become an agent, servant, partner, nor employee of the District. The Vendor will have control over the work performed, and shall be solely responsible to pay its own federal, state, and local taxes, salaries, social security payments, and any and all other payments incurred by the Vendor in the performance of the services requested, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by the District to its employees, including but not limited to pension, 403(b), profit sharing, retirement, deferred compensation, welfare, bonuses, vacation pay, severance pay, workers' compensation insurance, disability insurance, medical insurance, employment insurance and other similar plans, programs and agreements, whether or not reduced to writing, are available from the District to the Vendor and/or any and all of the Vendor's agents, servants, and employees. The Vendor and/or any and all of Vendor's agents, servants and employees assigned to the District shall not attain the status of participant or member of the Pennsylvania Public School Employees Retirement System. The Vendor shall educate its agents, servants and employees assigned to the District regarding the above listed limitations. The District has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the District or to bind the District in any way whatsoever.

26. Clearances

The Vendor must be able to supply documentation required by Act 34, Section III of the Public School Code (Criminal Record Check) and Act 151, Chapter 63 of 23 PA Consolidated Statutes (Pennsylvania Child Abuse History Clearance) and Act 114 (FBI Fingerprinting Clearances) before work shall begin. These forms must be current for every worker on site at all times.

**REQUEST FOR PROPOSALS
DALLAS SCHOOL DISTRICT, PENNSYLVANIA 18612**

Athletic Training Services

Proposal due date: _____

Dallas School District
2000 Conyngham Avenue
Dallas, Pennsylvania 18612

In accordance with the District's Request for Proposals, the undersigned agrees to provide athletic training services equivalent to 2 full-time employees for each fiscal year (July 1 - June 30) listed below:

Fiscal Year	Hourly Rate	Number of Contracted Hours	Total Annual Cost
2025-26	\$ _____	_____	\$ _____
2026-27	\$ _____	_____	\$ _____
2027-28	\$ _____	_____	\$ _____

The undersigned, if familiar with the conditions surrounding this call for requests for Proposals, is aware that the District reserves the right to reject any and all Proposals, is submitting this Proposal without collusion with any other person, individual or corporate.

Witness **Signature**

Company Name **Printed Name**

Address **Title**

City **State** **Zip** **Date**

Federal ID# **Telephone Number**

RETURN THIS FORM IMMEDIATELY!

**Dallas School District Acknowledgment:
Receipt of RFP Documents**

RFP for Athletic Training Services

Please take a moment to acknowledge receipt of the attached RFP documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit proposals.

Date issued: _____

Date received _____ / _____ / _____

Do you plan to submit a proposal? Yes No

Print or type the following information:

Company name: _____

Address: _____

City or Town: _____

Phone: _____

Fax: _____

Received by: _____

Note: Emailed acknowledgments are requested!
Please email the acknowledgement to gpalfey@dshs.com.
IMPORTANT: DO NOT EMAIL PROPOSALS.
PROPOSALS MUST BE SUBMITTED IN SEALED PACKAGES

DALLAS SCHOOL DISTRICT
2000 Conyngham Avenue
DALLAS, PA 18612

Dallas High School & Dallas Middle School Athletic Training -
Fall 2025-Spring 2028

Submit by:

REQUEST FOR CLARIFICATION
[VENDOR'S QUESTION]

DATE: _____

QUESTION# _____

DALLAS SCHOOL DISTRICT SPECIFICATION

SECTION:

**VENDOR QUESTION (LIMIT ONE QUESTION PER FORM - PLEASE PRINT
or TYPE)**

VENDOR: _____

E-MAIL ADDRESS: _____

VIA E-MAIL TO: GRANT S. PALFEY, gpalfey@dsdhs.com NOTE:

RESPONSE WILL BE ISSUED IN FORTHCOMING ADDENDA.

**Dallas High School & Dallas Middle School Athletic Training -
Fall 2025-Spring 2028**

REFERENCES

School District/Institution References

1.	Type of Facility		
			Address
	to Contact	Phone Number	Person
2.	Type of Facility		
			Address
	to Contact	Phone Number	Person
3.	Type of Facility		
			Address
	to Contact	Phone Number	Person
4.	Type of Facility		
			Address
	to Contact	Phone Number	Person

**DALLAS SCHOOL DISTRICT
ADMINISTRATIVE OFFICE
2000 Conyngham Avenue DALLAS, PA
19350**

**Dallas High School & Dallas Middle School Athletic Training -
Fall 2025-Spring 2028**

Statement of Vendor's Qualifications

The following questions are to be answered in a clear and comprehensive manner. If necessary, questions may be answered on separate attached sheets. The Vendor may submit such additional information as the Vendor deems necessary.

1. Name of Vendor

2. Office Address

3. When was this business organized?

4. If a corporation, where is the corporation incorporated?

5. List a maximum of five contracts of similar magnitude which are currently being serviced. Also, state the date on which these contracts will be completed:

(continued)

6. **Has the Vendor ever failed to complete any contract which was awarded?**
_____ **If this is answered in the affirmative, please give full**
explanation:

7. **Has the Vendor ever defaulted upon any contract which was awarded?** _____
If this is answered in the affirmative, please give full explanation:

8. Provide information on organizations resources:

- i Management Team
- ii Truck fleet (size and number)
- iii Number of Employees
- iv Number of Contracted employees
- v Other- provide descriptions

This Statement is dated on the ____ day of _____ 20__

Signature _____

Title _____

NON-COLLUSION AFFIDAVIT

Contract RFP No: Athletic Training -
Fall 2025-Spring 2028

State of: _____

S.S.: _____

County of: _____

I state that I am _____ of _____

(Title)

(Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its Dallas School Districts, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this RFP.

I state that:

(1) The price(s) and amount of this RFP have been arrived at independently and without consultation, communication or agreement with any other Vendor, or potential Vendor.

(2) Neither the price(s) nor the amount of this RFP, and neither the approximate price(s) nor approximate amount of this RFP, have been disclosed to any other firm or person who is a Vendor or potential Vendor, and they will not be disclosed before RFP opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from RFP bid on this contract, or to submit a RFP higher than this RFP, or to submit any intentionally high or non-competitive RFP or other form of complementary RFP.

(4) The RFP of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive RFP.

(5) _____, affiliates, subsidiaries, officers,
directors, and _____
(Name of my Firm)

employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to RFP ding on any public contract, except as follows:

understands and acknowledges

I state that _____
that the above
(Name of my Firm)

representations are material and important, and will be relied on by Dallas School District
(Name of Public Entity)

in awarding the contract(s) for which this RFP is submitted. I understand and my firm understands that any

misstatement in this affidavit is and shall be treated as fraudulent concealment from Dallas School District of the true facts to the submission of RFPs for this contract. (Name of Public Entity)

Signature

SWORN TO AND SUBSCRIBED BEFORE

_____ MEON THIS _____ DAY OF _____
of Above Signatory _____ Printed typed Name

_____ 20 _____

Notary Public

Title/Company Position

BOARD OF SCHOOL DIRECTORS. REGULAR MEETING, NOVEMBER 18, 2024
TRANSPORTATION AND SAFETY - Mrs. Christine Swales:

1. Recommended that a resolution be adopted to execute an agreement with Eastern Time related to fire monitoring systems, as listed and attached, pending solicitors review and approval.

DMS - Monitoring/Testing	\$4,540.00
DHS - Install Cell Dialer	\$709.00
DHS - Monitoring	\$705.00

Motion by _____ Seconded by _____



Prepared by: Ed Price
 Call: 570-294-9981
 746 Hanover Ave., Allentown PA 18109

Sciens Service Suite Proposal

Prepared By: Ed Price

Prepared For: Dallas Middle School

Division Name: Eastern Time Inc.
 Date: 10-17-2024
 Address: 746 Hanover Ave., Allentown PA 18109
 Presented By: Ed Price

Customer: Dallas Middle School
 Contact Name: Chris Gallagher
 Email: cgallagher@dsdhs.com
 Contact Number: 570-760-1415
 Site Address: 2020 Conyngham Ave Dallas, PA 18612
 Proposal #:10162024-1

Introduction

Eastern Time, Inc., a Division of Sciens Building Solutions (the "Company") understands the importance of properly maintaining and servicing the fire protection and life safety systems that have been installed in your facility. There is peace of mind knowing that these critical systems that protect both people and property will operate and function together when needed. The following proposal and Service Agreement (this "Agreement") has been prepared specifically for your facility to ensure that the inspection frequency and requirements described by the National Fire Protection Agency (NFPA) are being met. Additionally, we understand that the investments made in these systems and their longevity contribute to the success of achieving your facility goals.

Scope of Services

We will provide the following services based upon the service description below, and in accordance with the terms and conditions incorporated herein.

Service Description	Annual	Quarterly	Price
Fire Alarm System Inspection	X		\$4,075.00
Wet Sprinkler Systems (can be quoted upon request)	NA		
Kitchen Hood Systems (can be quoted upon request)	NA		
Extinguishers (can be quoted upon request)	NA		
Emergency Lights (can be quoted upon request)	NA		
Fire System Monitoring (via pois lines)	X		\$465.00
Total:			\$4,540.00

Fire Alarm Testing & Inspection:

Sciens will perform fire alarm testing and inspection in accordance with NFPA 72, chapter 14 and local fire codes.

1. Fire alarm control unit/s shall be tested to verify that all functions are operational.
2. Load testing of system back-up batteries using a UL-listed battery load tester shall be performed.
3. Verify power connections, including batteries, are in working condition and free of damage and corrosion.
4. Verify remote annunciators are functional.
5. Verify auxiliary annunciation, such as printers or computer workstations are functional.
6. System smoke detectors/smoke detection systems shall be tested for proper operation.
7. System smoke detectors will be visually inspected for cleanliness and, when required, will be cleaned in accordance with the manufacturer's recommendations.
8. Manual fire alarm boxes will be tested for functionality, including proper activation of single and dual stage operations.
9. All system CO detectors will be tested for functionality per manufacturer's recommendations.
10. Restorable heat detectors will be tested using an acceptable heat source.
11. Non-restorable heat detectors shall have the circuits tested by simulating its electrical operation at the wiring connection.
12. Notification appliances (audible & visual) shall be activated via an alarm device (smoke detector, pull station, etc.) to verify operation.
13. Power loss supervisory devices shall be tested via removal of power source from circuit.
14. Fixed extinguishing systems that are connected to fire alarm shall be tested to verify reporting to FACU (e.g., alarm, trouble, supervisory). Owner to coordinate the operation of the output contacts with other contracted vendors.
15. Remote supervising station monitoring will be verified to confirm appropriate activation and notifications; 90-second response.
16. Testing & inspections shall be scheduled for a date convenient for all parties.
17. Complete documentation of the fire alarm test and inspection shall be supplied upon completion.

Equipment Summary

Site Address	Qty
FIRE PANEL-EST3	1
BOOSTER	3
SMOKE DETECTOR	107
HEAT DETECTOR	13
DUCT DETECTOR	11
REMOTE TEST SWITCH	11
AHU SHUTDOWN	11
PULL STATION	36
AV'S	186

Term of Agreement

This Agreement will have an initial term of one (1) year from the date of service commencement (the "Initial Term") of 1 year and automatically renew for additional one (1) year periods (each, a "Renewal Term") beginning on the anniversary of the Initial Term, unless a party gives the other party written notice of its intent not to renew this Agreement at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term (the Initial Term and any Renewal Terms, collectively, the "Term").

Clarifications

1. The Company shall visually inspect said installation(s) and shall promptly report to customer all conditions noted or observed during an inspection, which in the judgment of the Company, may be necessary and reasonable to ensure the highest degree of protection. Maintenance or repairs of equipment described as deficient during the inspection are not included in this agreement and will be repaired or replaced under a separate contract. Any additional service work requested will be performed at standard day work published rates under a separate work order.
2. Unless otherwise specified, testing is limited to accessible devices, those where access can be obtained without restriction at the scheduled time of the test from floor level. If a return trip is required due to access challenges, it will be billed at our normal published rates under a separate work order.
3. Per your last inspection report, Dallas Middle School's next inspection would be scheduled June 2025.

Exclusions

1. Valve pit(s).
2. Confined space requirements as defined by OSHA.
3. Concealed spaces of any type.
4. Any area or condition not accessible to the Company during any inspection.
5. This Agreement for inspection of an existing fire protection system, excludes any recommendations for changes or additions to the system; and it is agreed that such services are beyond the scope of this Agreement.
6. Any additional services beyond our scope of work contained herein shall be subject to our current time and material hourly published rates.

Responsibility of the Owner, Manager, or Occupant

1. Notify all parties that may be impacted by alarms initiated during tests. This may include parties such as the building occupants, the fire alarm system monitoring company, and the public fire service.
2. Implement required fire system impairment management program, including the completion of impairment permits and the notification of parties who should be made aware of fire system impairments. These parties may include the local fire department or insurance companies with insurable interests at the location.

Sciens Service Suite

Our comprehensive list of fire and life safety service offerings includes:

- Fire alarm & detection systems
- Fire sprinkler systems
- Fire suppression systems
- Access control systems, including software support
- ERCES/BDA
- Kitchen hood systems
- Fire extinguishers
- Emergency exit lights
- Central station monitoring
- Camera systems, including software support

Approval

I approve this proposal and agree to the terms and conditions.

Name

PO (if required)

Signature

Date

Our Service Team Members

We are committed to delivering world-class service. See below those personnel that are dedicated to your complete satisfaction. Should you have any questions or need assistance as it relates to the services we are providing at your facility, these are your Sciens contacts.

General Manger – Marc Rizzo,
mrizzo@sciensbuildingsolutions.com,
Cell :570-241-2313

Service Manager – Lee Franks,
lfranks@sciensbuildingsolutions.com
Cell:610-656-4202

Fire Alarm/Security Inspection Coordinator– Jillian Schatzle,
jschatzle@sciensbuildingsolutions.com
Office: (610) 776-1222 Ext. 218

Fire Alarm/Security Service Coordinator- Patty Wuchter,
pwuchter@sciensbuildingsolutions.com
Office: (610) 776-1222

About Sciens Building Solutions

From the smallest elementary school to the tallest skyscraper, Sciens uses comprehensive system design to keep facilities safe, secure, and compliant through all phases of planning, installation, and maintenance. Every day we are doing the important work of protecting people and property. We serve businesses and protect lives by providing complete fire protection, security, communications, and electrical service offerings to give our customers peace of mind about safety and building compliance. of our operations.

Notices

Each notice or other communication associated with this Agreement shall be in writing and be given by electronic mail, personal delivery, or by a reputable overnight courier with confirmed receipt to the addressee. Your email address, postal address, and relevant person or office holder is as follows:

[Chris Gallagher-570-760-1415-cgallagher@dsdhs.com]

Terms and Conditions

To view Sciens Building Solutions' current terms and conditions, please visit the below link:
<https://www.sciensbuildingsolutions.com/service/termsconditions/>.

ALARM CALL SHEET

SITE NAME: _____

MONITORED ADDRESS: _____

CITY: _____ STATE: _____ ZIPCODE: _____

PREMISE PHONE# _____

PASSCODE(S): (UP TO 3) _____

RESPONDING PARTY #1 NAME _____

RESPONDING PARTY #1 PHONE# _____
 CELL HOME WORK

RESPONDING PARTY #2 NAME: _____

RESPONDING PARTY #2 PHONE# _____
 CELL HOME WORK

RESPONDING PARTY #3 NAME _____

RESPONDING PARTY #3PHONE# _____
 CELL HOME WORK

*Passcode(s) – There must be a minimum of one. Can be numbers and/or letters only, no spaces

*Please provide a minimum of 2 contacts in addition to the property phone number.

*Text Messages – Your monitoring account will be automatically set up to receive text messages for all signals.



A DIVISION OF:



DALLAS SCHOOL DISTRICT
ADMIN. OFFICES

11/05/2024

Project Number: 79764AL

Dallas HS Cell Dialer

The following is our proposal to install, program, and test the fire alarm system cellular dialer to allow for the system to dial out to central station without needing two POTS lines. **If an external antenna is needed there will be a \$250.00 additional charge.**

Fire System Equipment:

<u>Qty</u>	<u>Model</u>	<u>Description</u>
1	SLE-MAX2-FIRE	Cell Phone Max2 Red Plastic Housing
1	ETI-INSTALL	Installation, Mounting and Wiring
1	ETI-PROG	Program, Test and Integrate
1	ETI-TRIP	Eastern Time, Inc. Trip Charge

Total Project Cost

\$709.00 Plus Tax if Applicable

This proposal is valid for 60 days from quote date.

Thank you for your support of Eastern Time, Inc. products and services. We look forward to working with you on this and future projects.

Sincerely,

Kristina Gallagher
Deficiency Coordinator

Office: 610-776-1222 ext.237 Cell: 610-844-4589
Email: kgallagher@sciensbuildingsolutions.com

CONFIDENTIALITY NOTICE: The information in this document and in any attachment may contain information which is legally privileged. It is intended only for the attention and use of the named recipient. If you are not the intended recipient, you are not authorized to retain, disclose, copy or distribute the message and/or any of its attachments.

Please indicate your acceptance with your signature, purchase order number, shipping, and billing information.

Accepted by:

DALLAS SCHOOL DISTRICT

Purchase / Change order no.

Date

Marc C. Rizzo, Executive Vice President, Eastern Time, Inc.

Payment Terms: NET 30 with 1.5% interest per month over 45 days unless otherwise noted.

CONFIDENTIALITY NOTICE: The information in this document and in any attachment may contain information which is legally privileged. It is intended only for the attention and use of the named recipient. If you are not the intended recipient, you are not authorized to retain, disclose, copy or distribute the message and/or any of its attachments.

Allentown Harrisburg Scranton
610-776-1222 717-697-7303 570-344-1701
www.eastern-time.com

**Integrating Today's Technologies
for a Secure Tomorrow**

Page 2 of 4

Terms

This Solutions Agreement (the "Solution Agreement" or "Agreement") is made and entered into by and between Eastern Lime Inc., ("Company"), an independent wholly owned subsidiary of Science Building Solutions, LLC, and the "Customer", together with Company, the "Parties", and each individually a ("Party").

1. **Scope of Work**
The Company shall perform the work as specified in the proposal attached as Exhibit A (the "Work").
2. **Term of the Contract.**
 - a) **Term.** This Agreement shall be effective from the last date signed below until the Work is completed by the Company and accepted by the Customer.
 - b) **Termination without Cause.** Either Party may terminate this Agreement at any time, without cause, by providing the other Party with thirty (30) days prior written notice.
 - c) **Termination for Cause.** Each Party may terminate this Agreement or the specific Work under this Agreement with cause by giving the other Party prior written notice and the opportunity to cure. After a Party issues a notice of termination for cause the other Party has forty-eight (48) hours to respond to the notice and initiate the steps necessary to address the breach or default. If such breach or default is not substantially cured within a reasonable time after the notice date, this Agreement shall be terminated immediately.
 - d) **Termination for Bankruptcy.** Either Party may terminate this Agreement or the specific Work under this Agreement immediately by giving written notice to the other Party in the event of (a) the liquidation or insolvency of the other Party, (b) an assignment by the other Party for the benefit of its creditors, or (c) commencement of any proceeding by or against the other Party in bankruptcy or seeking composition, extension, or readjustment of all or substantially all of such other Party's obligations, or reorganization, dissolution, liquidation, winding-up arrangement, or any other relief under any bankruptcy, insolvency, reorganization, or other similar applicable law of any jurisdiction.
 - e) **Termination Effect.** Except when this Agreement is terminated due to the Company's breach, Customer shall promptly pay for the Work performed by the Company up to the date of termination.
3. **Change Order.**
Any changes made to the Work must be through written change order signed by both Parties. The Company shall submit the claim for the addition to, or deduction from, the Fee or time to complete the Work to the Customer, with all documentation necessary to substantiate such claim. If the Customer and the Company cannot agree on the amount of the addition or deletion, the Company shall only perform the unchanged Work and the Customer shall pay for the unchanged Work performed. The Company reserves the right not to perform the changed Work until both Parties have reached an agreement on the amount of the addition or deletion in the Fee or time.
4. **Delay.**
If the Company fails to maintain the schedule for any of the Work, it shall, at its own costs, accelerate its work schedule until the Work is in accordance with the schedule. Should the Company be delayed in the performance of Work by the act, neglect or default of the Customer or any other third party, or by other causes for which the Company is not responsible, then the Company shall be entitled to extra compensation and/or extension of time by submitting written claims to the Customer as soon as reasonably possible upon such delay. If, through no act or fault of the Company, suspensions, delays or interruptions of the Work aggregate more than 100 percent of the number of days scheduled for completion, or 60 days in any 365-day period, whichever is less, the Company reserves the right to terminate such Work with written notice if both Parties fail to reach an agreement on updated schedule and/or additional compensation within a reasonable timeframe.
5. **Subcontract.** The Company shall only employ subcontractors who are duly licensed and qualified to perform the work consistent with the terms specified in Exhibit A. The Company agrees that each subcontractor shall be fully bound in the same manner as the Company is bound to this Agreement, to the extent applicable to subcontractor's scope of work. The Company assumes responsibility to the Customer for the proper performance of the work of subcontractors and any acts and omissions in connection with performance. Nothing in this Agreement is intended or deemed to create any legal or contractual relationship between Customer and subcontractor, including but not limited to any third-party beneficiary rights.
6. **Insurance.**
The Company will be responsible for obtaining adequate insurance coverages. Certificates of insurance will be provided to the Customer upon request.
7. **Fee and Payment.**
 - a) **Fee.** The Customer agrees to pay the fee set forth in Exhibit "A" (the "Fee") in accordance with the payment method set forth in Section 7(b) of this Agreement.
 - b) **Invoice and Payment.** Unless otherwise agreed in writing by both parties, the Company shall submit a monthly invoice for Work performed during the prior month. Payment shall be due within thirty (30) days of the date of invoice. Any payments past due more than ten (10) days shall be subject to interest of one and one-half percent (1.5%) per month or the highest rate allowed by law, starting from the due date to the date of payment. Customer shall also be responsible for any attorney fees and/or collection fees incurred by the Company in collecting any past due amounts and interest.
 - c) **Payment Dispute.** If the Customer wishes to dispute any portion of an invoice, the Customer shall notify the Company in writing within five (5) days of the date of the invoice. The Customer shall identify the specific cause of the dispute and shall pay when due that portion of the invoice not in dispute. The Company and Customer shall work together in good faith to resolve any disputes as soon as reasonably possible. If necessary, the Company shall issue a revised invoice, and Customer shall pay to the Company in accordance with such revised invoices. The Company reserves the right to stop the performance on any or all of the Work until the dispute is resolved. Failure to notify the Company for any payment dispute within the required timeframe will be deemed as the Customer's agreement and acceptance to the amount and terms set forth in the invoice.
8. **Warranty.**
 - a) **Warranties by Both Parties.** Each Party represents and warrants to the other that: (a) this Agreement has been duly executed and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate applicable laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.
 - b) **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED WARRANTY IN THIS SECTION, THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE WORK, GOODS AND ALL MATERIALS, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.
 - c) **Limited Warranty by the Company.** The Company guarantees the goods, material, supplies and/or equipment used in connection with the Work for a period of one (1) year upon completion. The Company shall repair and/or replace any defect found in its work, materials, supplies and/or equipment during such period.
 - d) **Warranty Coverage Exclusions.** The Limited Warranty does not cover any problem that is caused by (a) accident, abuse, neglect, shock, electrostatic discharge, degaussing, heat or humidity beyond product specifications, improper installation, operation, maintenance or modification; or (b) any misuse contrary to the instructions in the user manual, safety guidelines, and quick start guides; or (c) lost passwords, or (d) malfunctions caused by other equipment.
9. **Limitation of Liability.**
IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, LIQUIDATED, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE COMPANY OR COULD HAVE BEEN REASONABLY FORESEEN BY THE COMPANY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL THE COMPANY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CUSTOMER TO THE COMPANY UNDER THIS AGREEMENT FOR THE WORK.

CONFIDENTIALITY NOTICE: The information in this document and in any attachment may contain information which is legally privileged. It is intended only for the attention and use of the named recipient. If you are not the intended recipient, you are not authorized to retain, disclose, copy or distribute the message and/or any of its attachments.

10. **Indemnification.**
Each Party agrees to indemnify, defend, and hold harmless the other Party and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, suits, actions, demands, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (a) any negligent, reckless or intentionally wrongful act of the indemnifying Party and/or its employees, contractors or agents, (b) any breach by the indemnifying Party and/or its employees, contractors or agents of any of the covenants contained in this Agreement to the extent caused by or arising out of the misconduct and active negligence of the indemnifying party.
11. **Confidential Information.**
- a) **Confidential Information.** Confidential information shall mean any information disclosed by either Party (the "Discloser") to the other Party (the "Recipient"), whether orally or in writing, that is designated as confidential or is otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself. Confidential information includes this Agreement and its terms, related discussions and negotiations, any and all products or services used in completing the Work, business and marketing plans, forecasts, finance matters, technology and technical information, product plans and designs, and business processes disclosed by either Party.
- b) **Non-Use and Non-Disclosure.** Unless otherwise approved by the Discloser in writing, the Recipient shall not use the Confidential Information for any purpose outside the scope of this Agreement, and shall not disclose any Confidential Information to its employees or any third party other than those who have a need to know for purposes consistent with this Agreement and who have signed confidentiality agreements with the Recipient containing protections no less stringent than those herein. Recipient shall not reverse engineer, disassemble or decompile any samples, prototypes, software or other tangible objects that embody the Confidential Information provided by the Discloser to the Recipient except with the express written authorization from the Discloser. Recipient acknowledges and agrees that any unauthorized disclosure or use by the Recipient, whether intentional or unintentional, of any of the Confidential Information shall be detrimental to the Discloser. The obligation of confidentiality will expire five (5) years from the date hereof or the date of termination for any agreement, whichever is later. Upon the expiration or termination of this Agreement, each Party shall, upon request or mutual agreement, destroy or deliver to the other all Confidential Information of the other Party that it has in its possession or control. If requested, Recipient agrees to sign a certification verifying that all Confidential Information received from the Discloser and its agents has been destroyed or returned.
- c) **Exceptions.** Confidential Information shall not include any information disclosed or made available to the Recipient which (a) prior to its disclosure by the Discloser, is already lawfully and rightfully known by or available to the Recipient, (b) through no breach of this Agreement by the Recipient is or hereafter becomes generally available to the public, (c) is developed by the Recipient independently without use of or reference to the Confidential Information, (d) is lawfully received by the Recipient from a third party without restriction and without breach of this Agreement or any other agreement, or (e) is approved for public release or use by written authorization of the Discloser.
- d) **Compelled Disclosures.** If the Recipient becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, the Recipient will provide the Discloser prompt written notice, if legally permissible, and will use its best efforts to assist the Discloser in seeking a protective order or other appropriate remedies.
- e) **Other Agreements.** The Parties may enter into separate non-disclosure agreements governing the protection of the Confidential Information. To the extent the terms in such separate non-disclosure agreements are more restrictive than the terms of this Agreement, the more restrictive terms will control for the disclosure.
12. **Independent Contractor.**
The Parties shall be and act as independent contractors in the performance of this Agreement. This Agreement shall not be interpreted or construed as creating or evidencing any agency, association, joint venture, partnership or franchise between the Parties. Neither Party may represent to anyone that it is an agent of the other Party or is otherwise authorized to bind or commit the other Party in any way without such other Party's prior written consent. At no time shall either Party make commitments or incur any charges or expenses for or in the name of the other Party.
13. **Assignment.**
Neither this Agreement nor any right, interest or obligation hereunder may be assigned by the Customer without prior written consent from the Company. Any purported assignment by the Customer without prior written consent shall be null and void. The Company reserves the right to assign this Agreement without the prior written consent of the Customer.
14. **Severability.**
If, for any reason, any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be enforced to the extent possible. In such case, this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable so as to materially effectuate the Parties' intent.
15. **Notice.**
Each notice or other communication to be given under this Agreement ("Notice") shall be in writing and be given by personal delivery, by facsimile or electronic mail with confirmed receipt, or by a reputable overnight courier with confirmed receipt to the addressee designated for the purpose by the addressee to the other Party. The initial facsimile number, addresses, and relevant person or office holder of each Party as follows:
- (a) In the case of the Customer:
Address, email and/or phone number of the Party indicated on the first page.
- (b) In the case of the Company: Address, email and/or phone number of the Party indicated on the first page.
16. **Waiver.**
No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement shall not be a waiver of such Party's right to demand strict compliance in the future, nor shall the same be construed as a novation of this Agreement.
17. **Force Majeure.**
Neither Party shall be liable for any delays in performance or for failure to perform its obligations (except for payment obligations) hereunder due to circumstances beyond its control, including but not limited to, any breach or nonperformance of this Agreement by the other Party; war, invasion, or hostilities (whether war is declared or not); terrorist threats or acts, riots, civil unrest; acts of God; acts of government; pandemics or epidemics; national or regional emergency; telecommunication breakdowns, power outages or shortages; lack of warehouse or storage space; delays in transportation, embargoes or blockades in effect on or after the date of this Agreement; strikes, labor stoppages or slowdowns, and other delays in delivery or inability of suppliers to obtain and deliver adequate or suitable materials; and other events beyond the control of either Party (each a "Force Majeure Event"). In the event of the happening of such a case, the Party whose performance is so affected (the "Impacted Party") will give prompt, written notice to the other Party, stating the period of time the same is expected to continue, and the date(s) for performance of the obligation affected shall be postponed for as long as is necessary. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Provided, however, if such delay or failure to perform continues for a period exceeding six (6) months, either Party may terminate this Agreement immediately by written notice to the other Party.
18. **Dispute Resolution.**
Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
19. **Governing Law.**
This Agreement shall be interpreted and construed in accordance with the laws of the state where the work is located, without regard to conflict of law principles that would require application of the laws of another jurisdiction or to the United Nations Convention on Contracts for the International Sale of Goods.
20. **Counterparts.**
This Agreement may be executed in two or more counterparts, each of which shall be binding as of the date hereof, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Counterparts delivered by email in PDF or a similar image format shall have the same effect as originals.
21. **Entire Agreement, Amendments.**
This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces any prior or contemporaneous undertakings, commitments or agreements, oral or written, as to its subject matter. Shall there be any conflict between this Agreement and any other written agreement or terms and conditions, this Agreement shall prevail. The Company shall not be bound by terms additional to or different from those contained in this Agreement that may appear in Customer's purchase order, work order, work authorization, or in any other communication from the Customer. Acceptance of such communication by the Company shall not constitute the Company's consent to or acceptance of any such terms. This Agreement may be modified or amended only by an instrument in writing signed by authorized representatives of the Parties on or after the date hereof.

CONFIDENTIALITY NOTICE: The information in this document and in any attachment may contain information which is legally privileged. It is intended only for the attention and use of the named recipient. If you are not the intended recipient, you are not authorized to retain, disclose, copy or distribute the message and/or any of its attachments.



Prepared by: Ed Price
 Cell:570-294-9981
 746 Hanover Ave., Allentown PA 18109

Sciens Service Suite Proposal

Prepared By: Ed Price

Prepared For: Dallas High School

Division Name: Eastern Time Inc.

Date: 11-05-2024

Address: 746 Hanover Ave., Allentown PA 18109

Presented By: Ed Price

Customer: Dallas School District

Contact Name: Grant Palfey

Email: gpalfey@dsdhs.com

Contact Number: 570-592-4860

Site Address: 2000 Conyngham Ave Dallas, PA 18612

Proposal #:11052024-1

Introduction

Eastern Time, Inc., a Division of Sciens Building Solutions (the "Company") understands the importance of property maintaining and servicing the fire protection and life safety systems that have been installed in your facility. There is peace of mind knowing that these critical systems that protect both people and property will operate and function together when needed. The following proposal and Service Agreement (this "Agreement") has been prepared specifically for your facility to ensure that the inspection frequency and requirements described by the National Fire Protection Agency (NFPA) are being met. Additionally, we understand that the investments made in these systems and their longevity contribute to the success of achieving your facility goals.

Scope of Services

We will provide the following services based upon the service description below, and in accordance with the terms and conditions incorporated herein.

Service Description	Annual	Quarterly	Price
Fire Alarm System Monitoring(Simplex 4200u needs our cell comm) via cell Cell Communicator is attached on a separate proposal.	X		\$705.00

Term of Agreement

This Agreement will have an initial term of one (1) year from the date of service commencement (the "Initial Term") of 1 year and automatically renew for additional one (1) year periods (each, a "Renewal Term") beginning on the anniversary of the Initial Term, unless a party gives the other party written notice of its intent not to renew this Agreement at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term (the Initial Term and any Renewal Terms, collectively, the "Term").

Clarifications

1. The Company shall visually inspect said installation(s) and shall promptly report to customer all conditions noted or observed during an inspection, which in the judgment of the Company, may be necessary and reasonable to ensure the highest degree of protection. However, as per NFPA 25, the Company is not responsible for confirming that the existing water supply satisfies the current system demand, nor that the system was designed and/or installed correctly at the time of installation. Maintenance or repairs of equipment described as deficient during the inspection are not included in this agreement and will be repaired or replaced under a separate contract. Any additional service work requested will be performed at standard day work published rates under a separate work order.
2. Unless otherwise specified, testing is limited to accessible devices, those where access can be obtained without restriction at the scheduled time of the test from floor level. If a return trip is required due to access challenges, it will be billed at our normal published rates under a separate work order.

Exclusions

1. Confined space requirements as defined by OSHA.
2. Concealed spaces of any type.
3. Any additional services beyond our scope of work contained herein shall be subject to our current time and material hourly published rates.

Responsibility of the Owner, Manager, or Occupant

1. Notify all parties that may be impacted by alarms initiated during tests. This may include parties such as the building occupants, the fire alarm system monitoring company, and the public fire service.
2. Implement required fire system impairment management program, including the completion of impairment permits and the notification of parties who should be made aware of fire system impairments. These parties may include the local fire department or insurance companies with insurable interests at the location.

Sciens Service Suite

Our comprehensive list of fire and life safety service offerings includes:

- Fire alarm & detection systems
- Fire sprinkler systems
- Fire suppression systems
- Access control systems, including software support
- ERCES/BDA
- Kitchen hood systems
- Fire extinguishers
- Emergency exit lights
- Central station monitoring
- Camera systems, including software support

Approval

I approve this proposal and agree to the terms and conditions.

Name

PO (if required)

Signature

Date

Our Service Team Members

We are committed to delivering world-class service. See below those personnel that are dedicated to your complete satisfaction. Should you have any questions or need assistance as it relates to the services we are providing at your facility, these are your Sciens contacts.

General Manager-Marc Rizzo
mrizzo@sciensbuildingsolutions.com
Cell:570-241-2313

Service Manager-Lee Franks
lfranks@sciensbuildingsolutions.com
cell:610-856-4202

Fire Alarm/Security Inspection Coordinator
Jillian Schatzle
jschatzle@sciensbuildingsolutions.com
Office:610-776-1222 Ext-218

Fire Alarm/Security Coordinator
Patty Wuchter
pwuchter@sciensbuildingsolutions.com
Office-610-776-1222 Ext-221



About Sciens Building Solutions

From the smallest elementary school to the tallest skyscraper, Sciens uses comprehensive system design to keep facilities safe, secure, and compliant through all phases of planning, installation, and maintenance. Every day we are doing the important work of protecting people and property. We serve businesses and protect lives by providing complete fire protection, security, communications, and electrical service offerings to give our customers peace of mind about safety and building compliance. By having a local, regional, and national presence, we not only ensure accessibility and convenience for our customers but also demonstrate our commitment to growth, innovation, and excellence in all aspects of our operations.

Please visit our website for all Sciens Building Solutions locations and additional services:

<https://www.sciensbuildingsolutions.com/>

Notices

Each notice or other communication associated with this Agreement shall be in writing and be given by electronic mail, personal delivery, or by a reputable overnight courier with confirmed receipt to the addressee. Your email address, postal address, and relevant person or office holder is as follows:

[Grant Palfev-570-592-4860-gpalfev@dsdhs.com]

Terms and Conditions

To view Sciens Building Solutions' current terms and conditions, please visit the below link:

<https://www.sciensbuildingsolutions.com/service/termsconditions/>

ALARM CALL SHEET

SITE NAME: _____

MONITORED ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PREMISE PHONE# _____

PASSCODE(S): (UP TO 3) _____

RESPONDING PARTY #1 NAME: _____

RESPONDING PARTY #1 PHONE# _____
 CELL HOME WORK

RESPONDING PARTY #2 NAME: _____

RESPONDING PARTY #2 PHONE# _____
 CELL HOME WORK

RESPONDING PARTY #3 NAME: _____

RESPONDING PARTY #3 PHONE# _____
 CELL HOME WORK

*Passcode(s) – There must be a minimum of one. Can be numbers and/or letters only, no spaces.

*Please provide a minimum of 2 contacts in addition to the property phone number.

*Text Messages – Your monitoring account will be automatically set up to receive text messages for all signals.

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, NOVEMBER 18, 2024
WELLNESS & CAFETERIA COMMITTEE- Mrs. Susan Allen:

1. Recommended that a resolution be adopted to pay Metz, Inc. the following amount, for invoice to the Dallas School District, as attached:

Invoice #10420924	September 2024	\$103,198.84
Invoice #10420924B	September 2024	<u>\$62.30</u>
		\$103,261.14

Motion by _____ Seconded by _____



Metz

CULINARY MANAGEMENT
ENVIRONMENTAL SERVICES

Invoice # 10420924

September-24

Billed to:
Dallas School District

2030 Conyngham Avenue
Dallas, PA 18612

Invoice Date: 10/8/2024
Due Date: 10/18/2024

Total Amount Due

\$ 103,198.84

Service Dates : 09/01/2024 to 09/30/2024
Monthly Culinary Management Charges

Purchases:

Food	\$	43,099.68
Food: Program	\$ 33,616.37	
Food: Non Program	\$ 9,483.31	
Less: NOI discounts		\$ (754.16)
Less: Rebates, Discounts, and Applicable Credits		\$ (708.93)

Direct Costs

Background Checks, Fingerprinting, and/or Drug Testing	\$ -
Car/Truck Rental and/or Mileage	\$ 141.83
Cleaning and Janitorial Supplies	\$ 558.44
Computer and Technology	\$ 377.00
Paper Products and Disposable Supplies	\$ 4,138.73
Performance Bond	\$ 438.22
Promotional Materials (Program Specific)	\$ -
Smallwares/Replacement Wares	\$ 581.15
Staff Training and Certification	\$ -
Uniforms, Linens, and Laundry	\$ -

\$ 47,851.76

Labor:

Management Payroll & Benefits	\$ 9,096.17
Base Payroll (Hourly)	\$ 30,057.52
Payroll Taxes (Hourly)	\$ 4,508.63
Benefits	\$ 5,109.78
Accrued Vacation/Sick Pay plus benefits	\$ -
Contract Labor (Other)	\$ -

\$ 48,772.10

Fees, Investments & Adjustments:

Management Fee	\$ 3,195.06
Administrative Costs:	
K-12 School Services Divisional Expenses	1,198.15
School Operational Expenses	772.14
Metz Corporate Expenses	692.26
Total Administrative Costs	\$ 2,662.55
General Liability Insurance	\$ 717.37
Depreciation/Amortization	\$ -

\$ 6,574.98

For Information Only - Commodities

Beginning Inventory	8,617.77
Received	8,670.48
Monthly Total	17,288.26
Ending Inventory	8,287.30
Monthly Cost	11,000.96

Please remit to:
Metz Culinary Management
Attn: Accounts Receivable
2 Woodland Drive
Dallas, PA 18612
(800) 675-2499

Total \$ 103,198.84

Thank you for your business



Metz
 CULINARY MANAGEMENT
 ENVIRONMENTAL SERVICES

Invoice # 10420924B
September-24

Billed to:
Dallas School District
 2030 Conyngham Avenue
 Dallas, PA 18612

Invoice Date: 10/8/2024
 Due Date: 10/18/2024

Total Amount Due
 \$ **62.30**

Service Dates : 09/01/2024 to 09/30/2024
 Monthly Culinary Management Charges

Non POC Expenses:

Food		
Food: Program		
Food: Non Program		
Less: NOI discounts		
Less: Rebates, Discounts, and Applicable Credits		
Office Supplies	\$	61.87

\$ **61.87**

Fees, Investments & Adjustments:

General Liability Insurance	\$	0.43
-----------------------------	----	------

\$ **0.43**

Please remit to:
 Metz Culinary Management
 Attn: Accounts Receivable
 2 Woodland Drive
 Dallas, PA 18612
 (800) 675-2499

Total \$ 62.30

Thank you for your business

DALLAS SCHOOL DISTRICT
Dallas, Pennsylvania

TREASURER'S REPORT
FOR THE MONTH ENDED September 30, 2024
CASH ACCOUNT BALANCES

Account Type	Institution	August 31, 2024 Ending Balance	September 30, 2024 Ending Balance	Change
General Fund Checking	FNCB/PSBT Bank	\$1,991,589.47	\$3,580,706.82	\$1,589,117.35
General Fund Money Market	ESSA Bank	\$13,595.45	\$13,595.45	\$0.00
General Fund Investment Account	M&T Bank	\$5,056.09	\$5,056.09	\$0.00
Self Insured Healthcare Account	FNCB/PSBT Bank	\$78,027.66	\$130,917.77	\$52,890.11
		<u>\$2,088,268.67</u>	<u>\$3,730,276.13</u>	<u>\$1,642,007.46</u>
Capital Projects Account	FNCB/PSBT Bank	\$52,093.56	\$52,121.31	\$27.75
		<u>\$52,093.56</u>	<u>\$52,121.31</u>	<u>\$27.75</u>
Dallas School District Cafeteria Account	FNCB/PSBT Bank	\$172,319.67	\$217,717.27	\$45,397.60

M. J. [Signature]

DALLAS SCHOOL DISTRICT
Dallas, Pennsylvania

TREASURER'S REPORT
FOR THE MONTH ENDED SEPTEMBER 30, 2023
CASH ACCOUNT BALANCES

Account Type	Institution	August 31, 2023 Ending Balance	September 30, 2023 Ending Balance	Change
General Fund Checking	FNCB Bank	\$3,438,715.02	\$8,005,724.52	\$4,567,009.50
General Fund Money Market	ESSA Bank	\$4,239.77	\$4,261.57	\$21.80
General Fund Investment Account	M&T Banks	\$5,056.09	\$5,056.09	\$0.00
Self Insured Healthcare Account	FNCB Bank	\$81,587.31	\$274,054.09	\$192,466.78
		<u>\$3,529,598.19</u>	<u>\$8,289,096.27</u>	<u>\$4,759,498.08</u>
Capital Projects Account	Landmark/Fidelity Bank	\$51,852.51	\$51,863.57	\$11.06
		<u>\$51,852.51</u>	<u>\$51,863.57</u>	<u>\$11.06</u>
Dallas School District Cafeteria Account		\$297,221.06	\$349,107.33	\$51,886.27

frida

DALLAS SCHOOL DISTRICT
TAX COLLECTIONS REPORT
Sept 31 2024

	<u>RECVD CURRENT MONTH</u>	<u>YEAR TO DATE</u>	<u>PREVIOUS YTD</u>
<u>Real Estate Taxes</u>			
Dallas Township	\$4,437,341.95	\$5,280,562.56	\$4,886,920.28
Dallas Boro	\$1,781,115.89	\$2,642,241.90	\$4,013,764.09
Franklin Township	\$534,930.70	\$779,523.65	\$653,648.65
Kingston Township	<u>\$1,863,539.14</u>	<u>\$3,961,703.03</u>	<u>\$2,685,420.30</u>
	<u>\$8,616,927.68</u>	<u>\$12,664,031.14</u>	<u>\$12,239,753.32</u>

	<u>RECVD CURRENT MONTH</u>	<u>YEAR TO DATE</u>	<u>PREVIOUS YTD</u>
10-6151 Earned Income Tax	\$62,386.46	\$901,050.66	\$859,468.66
10-6153 Real Estate Transter Tax	\$98,685.60	\$200,088.99	\$150,448.09
10-6411 Delinquent Tax	\$33,011.51	\$219,769.96	\$185,208.25
10-6143 OPT/LST	\$9.62	\$10,429.67	\$12,233.71
Interim Taxes	<u> </u>	<u> </u>	<u> </u>
TOTAL	<u>\$194,093.19</u>	<u>\$1,331,339.28</u>	<u>\$1,207,358.71</u>
Grand Total	<u>\$8,811,020.87</u>	<u>\$13,995,370.42</u>	<u>\$13,447,112.03</u>

6/16/24

Dallas School District
Dallas, Pennsylvania

BOARD OF SCHOOL DIRECTORS
WORK SESSION
BOARD MEETING ROOM/Online
ADMINISTRATION BUILDING
MONDAY, OCTOBER 14, 2024

President Kavanagh-Watkins called the meeting to order at 7:12 P.M. She reported that an Executive Session was held by the Board of School Directors on Monday, October 14, 2024 at 5:30 P.M., where there was discussion of confidential matters, specifically: employment, general personnel matters, and legal contingencies at which no decision was made or any official action undertaken.

Remind 101 - Athletics Communication Tool Pilot - Mr. Greg Riley, DHS Principal:

Mr. Riley informed the Board that the District is implementing a systematic approach to communication between Coaches, Parents and Students by only allowing the Remind App to be used. The Athletic Director and Administrators will have access to the app allowing for total transparency and control. The AD and Administrators will now be able to see all communications between coaches, parents and students. The app is capable of allowing documents to be added to it, so such documents as the Athletic Handbook will be available on it. Winter 24-25 will be the first group of coaches using the app and Administration will evaluate half way through the season to assess how it is working. One of the highlights of the app is a person can set the language preference and the app will translate the communications for them. Coaches will be receiving onboarding and training on the app. Once the app has been evaluated and it is determined that the app is good, it will then be used district wide for sports and activities. Mrs. Allen asked if this is going to be mandatory to use only this app?

Mr. Riley informed her that it is.

Mrs. Swailes asked what a digital history was and who would have access to it?

Mr. Riley explained that they will be able to have access to all communications and data on the app and that the AD and Administration would have access to it.

Mr. DiMare asked if they have specific criteria they will be looking for when the evaluation is done half way through the season?

Mr. Riley informed him that they will be looking at usage and communications.

Mr. Schuler asked if links can be uploaded for scores and information?

Mr. Riley informed him that they can.

Review and Recommendation for Desktop Devices: Orell Gaynor, Director of Technology:

Mr. Gaynor informed the board that several of the desktop computers the teachers use are 10 to 12 years old and are outdated and need repairs often. Those computers will be replaced in a phased approach, starting with 30 computers distributed throughout the district to the teachers who have the most trouble with their current machines or to the ones that don't have one at all in their classroom.

Healthcare Update: McGriff Insurance Services, LLC, Mr. Christopher Gleason, SVP, Employee Benefits Resource Leader:

Chris Gleason updated the board as to what they have done so far as the district's healthcare administrator and informed them of the new Member Advocacy Program where members can ask questions and get help with claims. He explained that the process is ongoing and that looking forward, once the transition has been completed, they will

add a Wellness Program to help maintain members' well being and an analytical program that will help manage cost containment for the future.

Mrs. Swailes asked if once the transition was complete if they will be providing a monthly performance report? Mr. Gleason informed her that they would be.

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, OCTOBER 14, 2024

Those present: Mrs. Allen, Mr. DiMare, Mr. Musto, Mrs. Newell, Mrs. Pitarra, Mr. Schuler, Mrs. Swailes, President Kavanagh-Watkins

Those Absent: Mrs. Faneck

Also Present: Dr. Duffy, Attorney DeLuca, Mr. Palfey, Ms. Porasky

Motion by Mr. DiMare, seconded by Mr. Schuler, to approve the minutes as follows: Work Session and Regular Board Meeting, September 2024.

Roll call vote, 8-0

Public comment on Agenda items only: None

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, OCTOBER 14, 2024

Motion by Mr. DiMare, seconded by Mrs. Allen, to approve the Treasurer's Reports for the month of August 2024, as attached.

Roll call vote, 8-0

Motion by Mr. Musto, seconded by Mr. Schuler, to approve the Tax Collector's Reports for the month of August 2024, as attached.

Roll call vote, 8-0

Communications: None

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, OCTOBER 14, 2024

SUPERINTENDENT'S RECOMMENDATIONS:

Motion by Mrs. Swailes, seconded by Mr. DiMare, to approve resolutions 1, 2, 3, 4, 5, 6 and 7, by consent agenda.

Roll call vote, 8-0

1. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to permit the following organizations to use the Dallas School District facilities as listed, contingent upon receipt by the School District of a Certificate of Insurance in accordance with the District's rules and regulations regarding school facility use requests, with utilization fees per policy 707, and in accordance with the state pandemic guidelines:

Dallas Youth Volleyball, DMS gym, volleyball training, Tuesday, September 10; Wednesday, September 18; Tuesday, September 24; Monday, September 30; Thursday, October 10; Tuesday, October 15; Tuesday, October 22; and either Monday, October 28 OR Tuesday, October 29, 2024, from 6:30pm - 7:30pm

DHS Music Dept., DHS Chorus Room, mandatory parent meeting re: trip, Tuesday, September 17, 2024, from 5:30pm - 6:30pm AND Thursday, September 19, 2024, from 6:30pm - 7:30pm

Dallas Gridiron Club, DHS LGI, meeting, Thursday, September 19, 2024, from 6pm - 9pm

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, OCTOBER 14, 2024
SUPERINTENDENT'S RECOMMENDATIONS:

DHS Girls' Volleyball Boosters, DHS Commons, meeting, Thursday, September 19, 2024, from 7pm - 8pm

DMAC, DMS Natatorium, pre-season swim, recurring Tuesdays, Wednesdays, and Thursdays beginning Tuesday, September 24, 2024, and ending Thursday, October 10, 2024, from 6pm - 8pm

Red Cross Lifeguarding, DMS Natatorium, lifeguard class, Wednesday, September 25, 2024, from 4pm - 6:30pm

DHS Boys Basketball Boosters, DHS Commons, booster meeting, Wednesday, September 25, 2024, from 7pm - 8pm

DHS Girls Soccer Boosters, DHS Commons, team pasta party, Wednesday, September 25, 2024, from 6pm - 8:30pm

DHS Baseball Boosters, DHS Commons, booster meeting, Wednesday, September 25, 2024, from 6:30pm - 7:30pm

Dallas Varsity Cheer Boosters, DHS LGI, meeting, Tuesday, October 1, 2024, from 5pm - 7pm

Civil Air Patrol, DMS track, rocket launching, Sunday, October 6, 2024, from 10am - 2pm

DHS, DHS Commons, 1st floor classrooms & bathrooms, Guidance, Fall SATs, Saturday, October 5, 2024, from 7:30am - 1pm

DHS, DHS Commons, 1st floor classrooms & bathrooms, Guidance, PSATs, Saturday, October 12, 2024, from 7:30am - 12pm

DMAC, DMS Natatorium, regular season swim, recurring Mondays through Fridays beginning Monday, October 14, 2024, and ending Friday, February 23, 2025, from 6pm - 8:45pm

Dallas PTO, WPC gym, Book Fair, Friday, October 11, 2024 through Friday, October 18, 2024, from 7am - 11pm

DHS Varsity Cheer Boosters, DHS LGI, meeting, Monday, September 30, 2024, from 6pm - 7pm

Dallas Boys' Lacrosse, DHS grass fields, clinic, Sunday, October 13, 2024, from 10:30am - 11:30am

2. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to approve the following list of professional/nonprofessional substitutes, pre-service teachers, guest teachers, classroom monitors and sub nurses for the 2024-2025 school year, pending submission of certifications and at a salary of \$120/per day. The Background Search, as specified in Act 34, the Child Abuse Record, as specified in Act 151, and the Federal Criminal History, as specified in Act 114, are on file in the Office of the Superintendent.

Margaret Domski
Danyelle McTague (Sub Nurse)

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, OCTOBER 14, 2024
SUPERINTENDENT'S RECOMMENDATIONS:

3. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to accept the resignation from the following personnel, with regrets and gratitude.

Maryanna Gruver, Housekeeper #2, DMS, effective 9/30/24
Lori Niznik, Aide, DSD, effective 9/10/24
Danielle Ward, Aide, DSD, effective 8/16/24
Janet Smith, Aide, DSD, effective 10/8/24
Chris Walsh, Girls Lacrosse Assistant Coach, DHS, 10/4/24
Nancy Krasniak, Aide, DIS, effective 8/22/24

4. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to permit the following personnel and students to attend the competitions/trips listed:

- A. DHS - Emma Healey - 47 people, Nescopeck State Park, Drums, PA
10/8/24, approximate cost: \$252.00
- B. DHS - Emma Healey - 47 people, Nescopeck State Park, Drums, PA
10/1/24, approximate cost: \$252.00
- C. DHS -Matthew Samuel - 140 people, Hickory Run State Park, White Have, PA
9/30/24, approximate cost: \$299.00
- D. DHS - Jeffrey Brown - 40 people, Pittston Area High School, Pittston, PA
10/9/24, approximate cost: \$141.00
- E. WPC - Kelsey Suponcic - 25 people, Bee's Backyard, Scranton, PA, 9/27/24,
approximate cost: \$217.00
- F. DHS - Lesley Baltimore - 12 people, Back Mountain Makery, Dallas, PA, 9/24/24,
approximate cost: \$26.00
- G. DHS - Lesley Baltimore - 12 people, Weis Market, Dallas, PA, weekly on Thursday
mornings from 9/12/24 to 5/15/24, approximate cost: \$26.00/weekly
- H. DHS - Matt Kelly - 43 people, Wilkes University, Wilkes-Barre, PA, 10/10/24,
approximate cost: \$101.00
- I. DHS - Jeff Brown - 38 people, Knoebels, Elysburg, PA, 10/12/24, approximate
cost: No Cost To District

5. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to approve the following as aide for the Dallas School District. The background Search, as specified in Act 34, the Child Abuse Record, as specified in Act 151, and the Federal Criminal History, as specified in Act 114, are on file in the Office of the Superintendent:

Andrea Ishley, effective 10/2/24, rate \$12.33/hr

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, OCTOBER 14, 2024
SUPERINTENDENT'S RECOMMENDATIONS:

6. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to appoint the following professional employee as a Homebound Instructor for the 2024-2025 school year, compensated in accordance with Appendix C of the collective bargaining agreement between Dallas School District and Dallas School District Education Association, and under the supervision of their respective principal.

Jason Rushmer - Special Education (4 subjects)
Wynn Nardone - Algebra
Doug Markgraf - Science
Kristen Stout - English
Harry Haas - Social Studies

7. Recommended that a resolution be adopted to confirm the interim action of the Superintendent to approve the following proctors for PSAT testing October 12, 2024 at Dallas High School, with compensation as listed:

Mathew Kelly	Test Coordinator	\$210.00
Tom Connors	Proctor	\$135.00
Kevin West	Proctor	\$135.00
Linda Mazula	Proctor	\$135.00
Logan Dwen	Technology Monitor	\$135.00
Kelly StClair	Hall/Room Monitor	\$110.00

EDUCATION COMMITTEE - Mr. Larry Schuler:

Motion by Mr. Schuler, seconded by Mrs. Pitarra, to approve resolutions 1, 2, 3, and 4, by consent agenda.
Roll call vote, 8-0

1. Recommended that a resolution be adopted to permit the following personnel and students to attend the competitions/trips listed:
- A. DHS - J. Lamoreaux - 48 people, Mifflinburg Christkindlmarkt, Mifflinburg, PA, 12/13/24, approximate cost: \$572.00
 - B. DHS - J. Brown - 40 people, Whitehall High School, Whitehall, PA 10/26/24, approximate cost: \$565.00
 - C. WPC - R. Dunn - 100 people, Whistle Pig, Noxen, PA, 10/21/24, approximate cost: \$89.00
 - D. WPC - R. Dunn - 100 people, Whistle Pig, Noxen, PA, 10/22/24, approximate cost: \$89.00
 - E. DHS - L. Baltimore - 25 people, Mohegan Sun Casino and Dairy Queen Grill and Chill, Wilkes-Barre, PA, 10/29/24, approximate cost: \$131.00
 - F. DHS - A. Shaffern - 40 people, Nescopeck State Park, Drums, PA, 10/15/24 approximate cost: \$270.00
 - G. DHS - L. Baltimore - 15 people, Whistle Pig Pumpkin Farm, Noxen, PA, 10/15/24 approximate cost: \$102.00
 - H. WPC - K. Smith - 199 people, Electric City Aquarium & Reptile Den and McDade Park, Scranton, PA, 4/25/25, approximate cost: \$980.00

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, OCTOBER 14, 2024
POLICY & TECHNOLOGY COMMITTEE - Mrs. Amanda Faneck:

3. Recommended that a resolution be adopted to approve the new Dallas School District Policy 103.1 - Nondiscrimination - Qualified Students with Disabilities
4. Recommended that a resolution be adopted to approve the revised Dallas School District Policy 247 - Hazing
5. Recommended that a resolution be adopted to approve the revised Dallas School District Policy 249 - Bullying
6. Recommended that a resolution be adopted to approve the revised Dallas School District Policy 807 - Opening Exercises/Moment of Silence/Flag Display
7. Recommended that a resolution be adopted to approve the revised Dallas School District Policy 339-Uncompensated Leave

PROPERTY COMMITTEE - Mr. Michael DiMare:

Motion by Mr. DiMare, seconded by Mrs. Pitarra, to approve resolutions 1 and 2, by consent agenda.
Roll call vote, 8-0

1. Recommended that a resolution be adopted to permit the following organizations to use the Dallas School District facilities, as listed, contingent upon receipt by the School District of a Certificate of Insurance in accordance with the District's rules and regulations regarding school facility use requests, with utilization fees per policy 707, and in accordance with the state pandemic guidelines:

Dallas PTO, WPC gym, Book Fair Parent Night, Thursday, October 17, 2024, from 6pm - 8pm

DHS Student Council, DHS Commons, Homecoming Dance, Saturday, October 19, 2024, from 6pm - 9:30pm

Luzerne County Chorus, DHS PAC, Commons, music wing, county chorus festival, Tuesday, October 22, 2024, from 8am - 8pm (*stage set-up will be Monday, October 21; stage tear-down will be Wednesday, October 23, 2024*)

Roland Greco, DHS LGI, educational workshop, Thursday, October 24, 2024, from 6pm - 7pm

DIS Guidance, DIS gym, Career Detective Day, Tuesday, November 5, 2024, from 8am - 3pm (*set-up will be Monday, November 4, 2024, after school dismissal*)

DHS Drama/Theater Club, DHS PAC, fall production, Friday, November 22, 2024, from 7pm - 11pm; Saturday, November 23, 2024, from 6pm - 11pm; Sunday, November 24, 2024, from 1:30pm - 7pm

DSD Elementary PTO, DIS cafeteria, gym, hallway, Holiday Shop, Saturday, December 14, 2024, from 10am - 1pm (*set-up will be Friday, December 13, 2024, from 3pm - 8pm*)

Dallas Band Boosters, DHS Commons, Breakfast w/ Santa & the Band/Chorus, Saturday, December 14, 2024, from 7am - 3pm

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, OCTOBER 14, 2024 PROPERTY COMMITTEE - Mr. Michael DiMare:

Fellowship Church, DIS front parking lot, overflow parking for Christmas Eve services, Tuesday, December 24, 2024, from 3pm - 8:30pm

DHS Music Department, DHS PAC, Commons, music wing, Pops Concert, Tuesday, February 25, 2025, from 1:30pm - 2:50pm (*SNOW DATE is Thursday, February 27, 2025, from 1:30pm - 2:50pm*)

DYB, DHS gym, Championship Sunday, Sunday, March 9, 2025, from 10am - 6pm (*Rain Date is March 16, 2025*)

DHS Lock-In Committee, DMS gym & cafeteria, Rummage Sale, Friday, March 21, 2025, from 9am - 10pm (*set-up only*); Saturday, March 22, 2025, from 7:30am - 2pm; Sunday, March 23, 2025, from 9:30am - 5pm

Dallas Elementary PTO, DIS gym & cafeteria, Science Fair, Thursday, March 27, 2025, from 6pm - 8pm

Joan Harris, DHS PAC & music wing, Halloween dance recital, Sunday, October 20, 2024, from 9am - 9pm

Dallas Gridiron Club & Football Team, DHS grass fields near water tower, Annual Bonfire, Thursday, October 24, 2024, from 5pm - 10pm

DHS Drama/Theater Club, DHS PAC, spring production, Friday, March 28, and Saturday, March 29, 2025, from 6pm - 11pm

DHS Music Department, DHS PAC, music wing, PMEA MPA, Tuesday, April 1, 2025, from 8am - 2:55pm (*adjudicated performances by local high school ensembles*)

DMS Band, DMS auditorium & music wing, Spring Concert, Tuesday, April 15, 2025, from 6pm - 9pm (*auditorium reserved from Wednesday, April 9, through Tuesday, April 15, 2025*)

Dallas Boys' Basketball Boosters, DHS Commons, meeting, Tuesday, October 15, 2024, from 6pm - 7:30pm

DHS Varsity Cheer, DHS Commons, team bonding, Thursday, October 17, 2024, from 5pm - 8pm
Mountaineer Diving, DMS Natatorium, diving practice, recurring weekly (Mondays through Fridays) beginning Monday, October 21, 2024, and ending Thursday, March 13, 2025, from 6:30pm - 8:30pm

Dallas Boys' Basketball Boosters, DHS Commons, booster meeting, Tuesday, November 12, 2024, from 6pm - 7:30pm

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, OCTOBER 14, 2024 PROPERTY COMMITTEE - Mr. Michael DiMare:

DMS Drama Club, DMS auditorium, lobby, music wing, fundraiser, Friday, January 31, and Saturday, February 1, 2025, from 5pm - 10pm; Sunday, February 2, 2025, from 12pm - 6pm (auditorium reserved from Monday, January 20, through Sunday, February 2, 2025; build days: Sunday, January 19, Saturday, January 25, and Sunday, January 26, 2025, from 10am - 5pm; Tech Week from Monday, January 27, through Thursday, January 30, 2025, from 5pm - 10pm)

Dallas Baseball, DMS gym, clinic, Sunday, February 2, 2025, from 8:30am - 3pm

DHS Music Department, DHS PAC, Commons, music wing, Spring Concert, Tuesday, April 29, 2025, from 7pm - 9:30pm (PAC reserved from Tuesday, April 22, through Tuesday, April 29, 2025)

DHS Wrestling Boosters, DHS Commons, meeting, Monday, October 21, 2024, from 7pm - 8:30pm

DHS Concert Band & Chorus, DHS PAC, Commons, music wing, Holiday Concert, Thursday, December 19, 2024, from 7pm - 9:30pm (PAC reserved from Monday, December 16, through Friday, December 20, 2024; SNOW DATE is Friday, December 20, 2024, from 7pm - 9:30pm)

Dallas Junior Mounts, DHS varsity baseball field (turf outfield), all-star football practice, Tuesday, October 29; Wednesday, October 30; Thursday, October 31; Tuesday, November 5; Wednesday, November 6; Thursday, November 7, 2024, from 6pm - 8pm

BMYSA, DHS Mountaineer Stadium, soccer, recurring weekly (Mondays through Thursdays) beginning Monday, November 4, 2024, and ending Thursday, May 29, 2025, from 5:30pm - 8:30pm

BMYSA, DHS Mountaineer Stadium, soccer, recurring weekly (Saturdays and Sundays) beginning Saturday, November 9, 2024, and ending Sunday, May 25, 2025, from 12pm - 6pm

2. Recommended that a resolution be adopted to execute an agreement with FieldTurf for replacement turf in the multipurpose stadium, as attached, pending solicitor's review and approval.

STUDENT ACTIVITIES COMMITTEE - Mrs. Sherri Newell:

Motion by Mrs. Newell, seconded by Mrs. Pitarra, to approve resolutions 1, 2, 3, and 4, by consent agenda.
Roll call vote, 8-0

1. Recommended that a resolution be adopted to appoint the following directors and advisors for the 2024-2025 school year, with compensation to be consistent with the Provisions of Appendix B of the collective bargaining agreement between Dallas School District and Dallas School District Education Association.

HIGH SCHOOL

History Day Advisor	Matt Stretanski	\$703.44
Junior Class Advisor	Catherine Malenovitch	\$1,146.35
Junior Class Advisor	Kaitlin Rando	\$1,146.35

MIDDLE SCHOOL

Student Council Advisor	Jason Rushmer	\$2,605.34
-------------------------	---------------	------------

BOARD OF SCHOOL DIRECTORS, REGULAR MEETING, OCTOBER 14, 2024
STUDENT ACTIVITIES COMMITTEE - Mrs. Sherri Newell:

2. Recommended that a resolution be adopted to appoint the following coaches for the 2024-2025 school year, with compensation to be consistent with the provisions of Appendix B of the collective bargaining agreement between Dallas School District and Dallas School District Education Association, as listed. The Background Search, as specified in Act 34, the Child Abuse Record, as specified in Act 151, and the Federal Criminal History, as specified in Act 114, are on file in the Office of the Superintendent.

High School

Lesley Baltimore	Unified Champion Sports Head Coach	\$5,471.20 (Fall, Winter, Spring)
Pauline Mickavicz	Unified Champion Sports Asst. Coach	\$3,647.47 (Fall, Winter, Spring)
Peter Kolankoski	District eSports Team	\$1,432.93

3. Recommended that a resolution be adopted to appoint the following coaches for the Winter Season of the 2024-2025 school year, with compensation to be consistent with the provisions of Appendix B of the collective bargaining agreement between Dallas School District and Dallas School District Education Association, as listed. The Background Search, as specified in Act 34, the Child Abuse Record, as specified in Act 151, and the Federal Criminal History, as specified in Act 114, are on file in the Office of the Superintendent.

High School

Rhiannon Shingler	Assistant-In-Charge Girls Basketball (9th grade)	\$4,494.20
Jack Long	Assistant Girls Basketball Coach (8th Grade)	\$3,712.60
Paul Kachinko	Seventh Grade Girls Basketball Coach	\$1,302.67 (Pending onboarding paperwork completion)

4. Recommended that a resolution be adopted to post for the position of High School Varsity Softball Head Coach for the Spring, 2024-2025 season.

TRANSPORTATION AND SAFETY - Mrs. Christine Swailes:

Motion by Mrs. Swailes, seconded by Mrs. Pitarra, to approve the MOU between the Dallas School District and the Dallas Township Police Department, pertaining to safety related policies and procedures, pending solicitor's review and approval.

Roll call vote, 8-0

WELLNESS & CAFETERIA COMMITTEE- Mrs. Susan Allen:

Motion by Mrs. Alen, seconded by Mr. DiMare, to pay Metz, Inc. the following amount, for invoice to the Dallas School District, as attached:

Invoice #10420824	August 2024	\$70,320.68
Invoice # 10420824B	August 2024	<u>\$335.28</u>
		\$70,655.96

Roll call vote, 8-0

West- Side Career & Technology update- Mrs. Kelley Kavanagh-Watkins:

Mrs. Kavanagh-Watkins informed the board that a meeting was held on 9/23/24. The Senior Class elected their officers for the 2024-2025 school year and on 10/6/24 they met for the annual Senior Sunrise. The next meeting will be held on 10/28/24.

Intermediate Unit update- Mr. Larry Schuler:

Mr. Schuler began by stating that staffing has been good so far this school year and that the old Plains Junior High School, where the PALs Program is, has a heating system problem so the county is currently looking for an alternate location for that.

Legislative Committee- Mrs. Amanda Faneck: - No Report

Motion by Mr. DiMare, seconded by Mrs. Allen, to approve the bills for the month of September 2024, as attached, by consent agenda.

Roll call vote, 8-0

Parent Advisory Committee:

Dr. Duffy informed the board that the first meeting of the school year was held on 10/2/24 at the High School in the LGI room. Part of the agenda for the meeting was to introduce Orell Gaynor, Director of Technology and Sean McLaughlin, Middle School Principal to the committee. Mr. Sholtis also gave Back to School Safety updates. The next meeting will be held on 11/6/24 at WPC.

Federal Programs: No Report

Old Business/New Business:

Dr. Duffy gave a summary of the policies that will be under review on the website and welcomed input on any of those policies. He spoke about the agenda for the Act 80/Teacher In-Service Days in October which will include all MS and HS teachers teaming to review curriculum, assessment development to STEELS Standards, and K-5 Science and Math committees meetings. The first quarter ends on October 24th and Parent Teacher Conferences are scheduled for November 11th. Students in grades 4-12 will be participating in the Wyoming Valley Veterans Day Parade Committee sponsored essay contest. Dr. Duffy informed the Board that Spirit Week and Homecoming will be celebrated this week with theme days, Spirit games and Homecoming Football Game. A new tradition will also begin this week with the Class of 2037 (current Kindergarten class) meeting with the Class of 2025 (Graduating class) for a gift exchange at Mountaineer Stadium. Traditional Halloween parades are scheduled for October 31. Dr. Duffy gave an update on the new Facebook page that there are currently 4-5 posts per week, with the goal being 5-8 posts per week. He informed the Board that the Dallas High School has been named to the AP Honor Roll as a Bronze medalist. Students took 319 AP Exams with 73% of students scoring a three or higher. There will be an after school program piloted in November in partnership with Building Blocks for a World Language Enrichment Program for grades 3-5 and the technology Core Switch replacement preliminary work is complete and the cut-over is planned for this week. The District, in partnership with People's Security Bank, will now be able to offer an electronic payment option for district obligations and donations starting November 1, 2024. Employee clearances are being collected and updated as the 5 year anniversary arrives. Dr. Duffy informed the board that In an effort to support community wellness, the District has mapped out a set of DNATION Trails the community can utilize after school hours. Trails vary in distances.

Additional Public Comment:

Harold Bolton, Shavertown, spoke on behalf of the High School Varsity Coach, and supported her remaining as a coach. He believes the coach is a good community leader.

Motion by Mr. Schuler, seconded by Mr. Musto, to adjourn the meeting.

President Kavanagh-Watkins adjourned the meeting at 8:12 P.M.

Respectfully submitted,

Chris Porasky
Board Secretary

Reviewed by _____ Date _____