



Partial Agreement

Letter of Agreement between The Children's Service Center of Wyoming Valley, Inc. and the Wyoming Valley West School District.

Children's Service Center will provide an educational component within its Milford E. Barnes Jr. School - Partial Hospitalization Program (PHP). Services include clinical support to meet the youths emotional and behavioral health needs.

Partial Hospitalization Service (PHS) will provide a 5-day a week program from 8:30 am - 2:30 pm in which educational, therapeutic activities and a behavioral component are integrated throughout the course of each day. PA Certified Special Education Teachers and aides will provide educational services; the therapeutic component will be provided by Master level and Bachelor level clinically trained staff. Together with the PHS Psychiatrist and nursing staff, this team of professionals will provide an intensive and holistic model of care for each individual participating in this program.

The School District will be billed on a monthly basis at the cost of \$150.00 per student per day for the time the youth is enrolled in the Milford E. Barnes Jr. School – Partial Hospitalization Program. The term of this agreement is effective the first day of the 2025/2026 school year, and ending the last day of the 2025/2026 school year, including Extended School Year (ESY) if eligible with appropriate ESY billing rate. (\$75.00/day.)

Each referral to Milford E. Barnes, Jr. School/PHS, with the exception of crisis based hospital diversion referrals, will require the approval of the School District Liaison supporting PHS as the least restrictive educational setting for the youth. A psychiatric evaluation must indicate clinical necessity for this level of care prior to the admission being finalized.

Crisis based hospital diversion referrals will be first admitted to Milford E. Barnes, Jr. /PHS, and then the school liaison contacted to notify them of the admission. The designated liaison/contact person for the School District is Dr. Christopher Shaffer (if this is not current, please contact Ms. Summer Krochta at (570) 825-6425 Ext. 7522, with the current designated school liaison for your district.)

For youths/students who are in Special Education upon their referral, we will ask that a copy of their most current IEP, ER, RR, NOREP and report card be forwarded to us for review. CSC will be responsible for providing specified behavioral and educational components as is reflected within our PHS program description and the individual youth's PHS treatment plan.

Based on your request for us not to do IEP's for youths who are in Regular Education upon referral, we will admit them under the context of our role as a Private Academic school provider for your district. By this, an IEP will not be required for those youths, a Section 504 Service Agreement will be developed. If a student is thought to be exceptional under the Child Find Process and required a psychological evaluation is requested, the school district will be notified. It will be the school's determination if their personnel will initiate the evaluation process. All procedural safeguards will be followed as required by IDEA 2004.

PHS discharge planning will be done in cooperation between the clinical and educational team of PHS with the student/family and Home School District Liaison. Our expectation is that the School Liaison will represent the school personnel directly involved in the child's educational program at their home school unless the Liaison requests a different model. For example, if you feel due to the length of driving miles, you cannot act as LEA for the educational decisions for this student; you have the options to contract with our host school district, Wilkes-Barre Area at (570) 826-7119. If we do not hear from you concerning the student, we will assume you have chosen to continue as LEA. If the student in question parent rights is terminated and is a ward of the state, it is the school districts responsibility to request surrogate parent assignment through the local IU #18 at (570) 287-9681. Should the youth require an extended care program beyond the parameters of PHS's medical necessity options are available and will be reviewed with school district and guardians.

Children's Service Center Milford E. Barnes School warrants that during the entire term of this agreement the respective school district will receive a written Quarterly Progress Report and also welcome participation in 30 day review sessions. The quarterly reports and 20/30-day review shall cover the following areas: subject and credits information, progress grade information, attendance information, discipline reports, teacher and staff comments, conduct, discharge planning and/or any other pertinent issues regarding the education and overall progress of said student.

The provision of Appendix A, "Business Associate Agreement to Maintain Confidential Protected Health Information", attached becomes part of this Agreement and are incorporated into this Agreement in their entirety.

Christopher Boyle – President/CEO
The Children's Service Center of Wyoming Valley, Inc.

Date: _____

~~Mr. David Tosh~~
Wyoming Valley West School District

Date: _____

cc: Dr. Michael Koury – Education Director; Ms. Summer Krochta – VP of Programs; Ms. Shari Pisarcik – Chief Financial Officer



Therapeutic Educational Agreement (TEP)

Letter of Agreement between The Children's Service Center of Wyoming Valley, Inc. and the Wyoming Valley West School District.

Children's Service Center will provide a Therapeutic Educational Program within its Milford E. Barnes Jr. School with recognized educational and behavioral costs offset by the home school district.

Therapeutic Educational Program (TEP) will provide a 5-day a week program from 8:30 am - 2:30 pm in which educational and a behavioral component are integrated throughout the course of each day. If indicated a referral can be made to Outpatient Services. These services can be scheduled during the school day on campus. PA Certified Special Education Teachers and aides will provide educational services.

The School District will be billed on a monthly basis at the cost of \$196.00 per student per day for the time the youth is enrolled in the Milford E. Barnes Jr. School. The term of this agreement is effective the first day of the 2025/2026 school year, and ending the last day of the 2025/2026 school year including Extended School Year (ESY) if eligible with appropriate ESY billing rate. (\$98.00/day.)

Each referral to Milford E. Barnes, Jr. School/TEP will require the approval of the School District Liaison in collaboration with the parent/guardian and CSC staff supporting TEP as the least restrictive educational setting for the youth. A psychiatric evaluation prior to or at some time after admission is recommended.

For youths/students that are in Special Education upon their referral, we will ask that a copy of their most current IEP, ER, RR, NOREP and report card be forwarded to us for review. CSC will be responsible for providing specified behavioral and educational components as is reflected within our TEP program description and the individual youth's TEP treatment plan.

Based on your request for us not to do IEP's for youths who are in Regular Education upon referral, we will admit them under the context of our role as a Private Academic school provider for your district. By this, an IEP will not be required for those youth, a Section 504 Service Agreement will be developed. If a student is thought to be exceptional under the Child Find Process and required a psychological evaluation is requested, the school district will be notified. It will be the school's determination if their personnel will initiate the child find evaluation process. All procedural safeguards will be followed as required by IDEA.

TEP discharge planning will be done in cooperation between the CSC staff and educational team of PHS with the student/family and Home School District Liaison. Our expectation is that the School Liaison will represent the school personnel directly involved in the child's educational program at their home school unless the Liaison requests a different model (i.e. phone conference, Skype). For example, if you feel due to the length of driving miles, you cannot act as LEA for the educational decisions for this student; you have the options to contract with our host school district, Wilkes-Barre Area at (570) 826-7119. If we do not hear from you concerning the student, we will assume you have chosen to continue as LEA. If the student in question parent rights is terminated and is a ward of the state, it is the school districts responsibility to request surrogate parent assignment through the local IU #18 at (570) 287-9681. Should the youth require an extended care program beyond the parameters of TEP's therapeutic necessity options are available and will be reviewed with school district and guardians.

Children's Service Center Milford E. Barnes School warrants that during the entire term of this agreement the respective school district will receive a written Quarterly Progress Report and also welcome participation in the 30-day review sessions. The quarterly reports and 20/30-day review shall cover the following area: subject and credits information, progress grade information, attendance information, discipline reports, teacher and staff comments, conduct, discharge planning and/or any other pertinent issues regarding the education and overall progress of said student.

The provision of Appendix A, "Business Associate Agreement to Maintain Confidential Protected Health Information", attached becomes part of this Agreement and are incorporated into this Agreement in their entirety.

Mr. Michael P. Hopkins – President/CEO
Children's Service Center of Wyoming Valley, Inc.

Date: _____

Mr. David Tosh
Wyoming Valley West School District

Date: _____

CC: Dr. Michael Koury – Education Director; Ms. Summer Krochta – VP of Programs; Ms. Shari Pisarcik – Chief Financial Officer

APPENDIX A

The Children's Service Center of Wyoming Valley, Inc.
335 South Franklin Street
Wilkes-Barre, PA 18702
Phone: (570) 825-6425 Fax: (570) 970-9960
Email: kfoose@e-csc.org
Website: <http://www.cscwv.org>

Business Associate Agreement to Maintain Confidential Protected Health Information

WHEREAS Wyoming Valley West School District (hereinafter "Contractor") and The Children's Service Center of Wyoming Valley, Inc. (hereinafter "Agency") entered into an Agreement dated July 1, 2025 for the provision of maintaining confidential protected health information.

WHEREAS, Contractor recognizes that, in the course of providing services for Agency, Contractor may come into contact with confidential client health information created, maintained and/or used by or on behalf of Agency, which is protected by virtue of state and federal law, including but not limited to the federal regulations set forth at 45 C.F.R., Parts 160 and 164, entitled *Standards/or Privacy of Individually Identifiable Health Information* (hereinafter "Regulations").

WHEREAS, Agency is required by the Regulations to receive satisfactory assurances from Contractor that Contractor will use the confidential client health information (which shall at all times include any and all forms of health care, treatment, or billing information, including but not limited to client identity)(hereinafter referred to as "Protected Health Information") only as permitted by these Regulations; and Contractor is hereby providing such satisfactory assurances by agreeing to amend the underlying agreement as follows.

WHEREAS, Agency is willing to provide access to the Protected Health Information necessary for Contractor to perform its duties under the Agreement, subject to the obligations contained in the Agreement and this Amendment to the Agreement. Accordingly, in consideration of Agency's continued grant of access to such information, and intending to be legally bound, the parties, their officers, directors, employees, agents, owners, successors and assigns, agree to the following additional terms, which are intended to modify the original terms of their underlying Agreement:

1.0 General Duty of Confidentiality. Contractor hereby agrees that it will not divulge, disclose or communicate in any manner any Protected Health Information to any third party without the prior written consent of Agency, and where required, the patient. Contractor will protect all such information and treat it as strictly confidential. Contractor agrees to abide by the requirements of 45 C.F.R., Parts 160 and 164, *Standards for Privacy of Individually Identifiable Health Information*. Any violation of this paragraph shall be considered a material breach of this agreement.

1.1 Use and Disclosure of Protected Health Information. Contractor may, except as otherwise limited in this Agreement, use or disclose Protected Health Information received, obtained, created and/or maintained in the course of Contractor's relationship with Agency only: (1) as required by law, or (2) to perform functions, activities or services for, or on behalf of, Agency as specified in the underlying Agreement, provided that such use or disclosure would not violate the requirements of 45 C.F.R., Parts 160 and 164, *Standards for Privacy of Individually Identifiable Health Information* if done by Agency. Contractor is hereby permitted to use or disclose Protected Health Information for the proper management and administration of the Contractor's business, and/or to carry out the legal responsibilities of the Contractor. Proper management and administration of the Contractor's business does not include the use of Protected Health Information, or the identity of Agency's clients, for solicitation, marketing, fundraising, or other non-necessary purposes. Should Contractor at any time disclose to a third party Agency's Protected Health Information for its proper management and administration or to carry out its legal responsibilities, Contractor agrees to obtain reasonable assurances from that third party of the following: (1) that the third party will hold the disclosed Protected Health Information confidentially and only use or disclose the information as required by law or for the purpose for which it was properly disclosed to the third party; and (2) that the third party will immediately report in writing to the Contractor any instances of a breach of confidentiality of which the third party is aware. The Contractor must report in writing to the Agency any instances of a breach of Protected Health Information within 20 days of said breach.

1.2 Appropriate Safeguards. Contractor agrees to maintain and use appropriate physical, technical and administrative safeguards to prevent the use or disclosure of any Protected Health Information, including the identities of patients, other than as provided for by this Agreement. Such safeguards must be in place at all times for the security of Protected Health Information that is maintained both in electronic and paper forms. Contractor further agrees to maintain and use appropriate safeguards to prevent the improper disclosure of such information in the form of oral communications. Should an improper disclosure of Protected Health Information occur, the Contractor has 20 days from the discovery of the disclosure to provide the Agency detailed information of the disclosure and identify any and all affected individuals.

1.3 Agent and Sub-Contractors. Contractor hereby agrees to ensure that any agent or sub-contractor agrees to the same restrictions and conditions under this Agreement that apply to Contractor with respect to such Protected Health Information

2.0 Reporting of Improper Uses and/or Disclosures. Contractor agrees to immediately report to the Agency any use or disclosure of Agency's Protected Health Information and/or the identity of Agency's clients of which it becomes aware, which is not permitted pursuant to this Agreement or pursuant to the Regulations. Contractor must also mitigate, to the extent practicable, any harmful effect known to Contractor of a use or disclosure of Protected Health Information by Contractor that is not permitted pursuant to this Agreement or pursuant to the Regulations.

2.1 Availability of Information Maintained by Contractor. Contractor hereby agrees to make available any of Agency's Protected Health Information, immediately upon Agency's request, for purposes of insuring the right of access of patients to their own health information.

2.2 Amendments. Contractor shall make available to Agency, upon request, any Protected Health Information for which Agency has agreed to make and/or has made any amendments. In such cases, Contractor agrees to incorporate all such amendments made by Agency, to the information maintained by Contractor.

2.3 Accounting. Contractor shall maintain appropriate records of all disclosures of Protected Health Information made to third parties in sufficient form to allow for an accounting of disclosures to be properly generated pursuant to the Regulations. Upon request of the Agency, Contractor shall make such records available to Agency for purposes of providing an accounting of disclosures pursuant to the Regulations.

2.4 Availability of Internal Practices, Books, and Records. Contractor hereby agrees to make all of its internal practices, books and records relating to the use and disclosure of the Protected Health Information received from Agency, or created or received by Contractor on behalf of Agency, available to the Secretary of the Department of Health & Human Services, or its agent, upon the request of either the Secretary of the Department of Health & Human Services or the Agency, for purposes of determining whether the Agency is complying with the above-referenced Regulations.

3.0 Maintenance of Protected Health Information upon Termination of Agreement. Upon the termination of this Agreement for any reason, Contractor shall return to Agency all Protected Health Information received from Agency, or created or received by Contractor on behalf of Agency, including Protected Health Information in the possession of Contractor's agents and Sub-Contractors, retaining no copies of any such information. In the alternative, upon the termination of the Agreement, Contractor may choose to destroy all Protected Health Information, retaining no copies of such information, so long as a Certificate of Destruction including the date of destruction, manner of destruction, and name, title and signature of the authorized agent of the Contractor completing such destruction is immediately provided to Agency. Such destruction must be performed in such a way that no readable or otherwise interpretable portion of the information continues to exist.

If Contractor believes that such a return or destruction is not feasible for any reason,

Contractor must contact an authorized representative of Agency to discuss the reason that return or destruction is not feasible and the extension of the protection of the Agreement to this information with the limitation of further usage and disclosures.

Contractor's rights and obligations under this section shall survive the termination of this Agreement.

3.1 Termination of Agreement. Contractor hereby authorizes termination of this Agreement by Agency should the Agency find that Contractor has violated a material term of this Agreement.

4.0 Continuity of Original Agreement. The agreement between the parties consists of this original Agreement and any Amendments. Unless inconsistent with the terms of this Agreement, all terms set forth in the original Agreement remain unchanged and effective. To the extent that there exist any inconsistencies between the terms of any other Agreement and this Amendment with regard to the duties of maintaining confidentiality of Protected Health Information, the terms of this Agreement shall prevail.

5.0 References. Any reference in this Agreement to a section of the *Standards/or Privacy of Individually Identifiable Health Information*, or to the "Regulations", shall mean the section as in effect or as amended, and for which compliance is required.

5.1 Amendment of Agreement. Contractor and Agency agree to take such action to amend this Agreement from time to time as is necessary for Agency to comply with the *Standards for Privacy of Individually Identifiable Health Information*, and related federal and state law.

5.2 Resolution of Ambiguities. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Agency to comply with the *Standards/or Privacy of Individually Identifiable Health Information*.

IN WITNESS WHEREOF, The Contractor and the Agency have executed this Agreement as of the date above written.

Wyoming Valley West School District
Contractor

By: _____

Title: _____

Children's Service Center of Wyoming Valley
Agency

By: _____

Kathryn Foose
Director of Human Resources

Addendum

Serious Acuity Situations

If necessary, add on fees will be applied for special circumstances and situations for clients with extreme, acute issues described below.

Alerts will be given of the situation and consultation with the school district will occur prior to fees being applied. The school must approve any rate increase prior to the higher rate being applied.

Add On Fees:

1. Transportation to or from school done by our staff related to: Aggression, Safety Concerns, Truancy or lack of any other transportation. Fee: \$40 per trip plus 48 cents per mile.
2. Level One Acuity: Acuity level that requires 1:1 staffing. This includes but is not limited to "In School Suspension". Districts will be given the opportunity to refuse this level and choose "Out of School Suspension" or alternative placement. "In School Suspension" and 1:1 Staffing Fee: Additional \$90 per day.
3. Level Two Acuity: Acuity level that requires 1:1 staffing 50% of the school day over a 10 or more day period. This will be measured by 50% or more time out of the classroom or disruption to the classroom and school environment that requires on going 1:1 attention for more than 50% of the school day. Fee: Additional \$45 per day. This fee will only be imposed after a pattern of two or more weeks and only after consultation with the school district.

All of the above are based on availability of staff.

**WYOMING VALLEY WEST SCHOOL DISTRICT
SCHOOL CROSSING GUARDS
2025/2026 SCHOOL YEAR**

COURTDALE

Courtdale Ave. – Academy St.
Cooper St. – Courtdale Ave.
Hoyt St. – Courtdale Ave.

KINGSTON

Division St. – Schuyler Ave.
Schuyler Ave. – Pringle St.
Main St. – Sprague Ave.
Pulaski St. – Zerby Ave.
*Market St. – Welles Ave.
Penn St. – Zerby Ave.
Rutter Ave. – Dorrance St.
Schuyler Ave. – Union St.
Third Ave. – Davis St.
Warren Ave. – Dorrance St.
Maple Ave. – Hoyt St.
Wright Ave. – Pierce St.
Market St. – Gates Ave.
Pierce St. – Warren Ave.
Pierce St. – N. Gates Ave.
Rutter Ave. – Pierce St.
Vaughn St. – Mercer Ave.
Rutter Ave. – Chester St.
Chester St. – Osceola Ave.
Wyoming Ave. – Pringle St.
Wyoming Ave. – Dorrance St.
Wyoming Ave. – Union St.

PLYMOUTH

Franklin St. – Main St. (Elem. & MS)
Vine Street – Main St. (Elem. & MS)
Back of High School (Girard/Shawnee)
Main Street School Site (Statue)
Cherry St. – Willow St. (Elementary Only)
Shawnee Ave. – Orchard St.
Shawnee Ave. – Nottingham St.
Shawnee Ave. – Davenport St.
Vine Street School Site

EDWARDSVILLE

Jackson St. – Savage St.
Main St. – Zerby Ave. (Traffic Light)
Lawrence St. – Grove St.
Williams St. – Roosevelt St.
Garfield St. – Church St.

LARKSVILLE

Corner Nesbitt St. – Broadway St.
Luzerne Ave. – Waller St.
Larksville Corners
State Street School
Washington Ave. – State St.
State St. – Wilson St.
Marcy St. – State St.
Corner Nesbitt St. – W. State St.
Marcy St. – Second St.
Garfield St. – Church St.

PRINGLE

Cooper St. – Evans St.
Courtright St. – Evans St.

FORTY FORT

Wyoming Ave. – Ransom St.
Dana Elementary Center
Dana St. – Murray St.
Elizabeth St. – Welles St.
Slocum St. – Murray St.

LUZERNE

Parry St. – Bennett St.
Kelly St. – Miller St.
Academy St. – Bennett St.
Chapel St. – Bennett St.

SWOYERSVILLE

Church St. – Slocum St.
Mary St. – Kossack St.
Main St. – Owen St.
Main St. – Slocum St.
Owen St. – Noyes Ave.
Shoemaker St. – Hemlock St.

School Crossing Guards to be paid 60% of the borough's hourly rate of each crossing guard, up to 3 hours per day while school is in session.

*Guards to work 2 hours per day while school is in session.



**LUZERNE COUNTY
DEPARTMENT OF PROBATION SERVICES
JUVENILE DIVISION
PENN PLACE BLDG., SUITE 329
20 N PENNSYLVANIA AVE.
WILKES BARRE, PA 18701-3507
(570) 825-1552**

**SCHOOL/COMMUNITY BASED PROBATION AGREEMENT
BETWEEN LUZERNE COUNTY JUVENILE PROBATION AND THE
SCHOOL DISTRICT OF WYOMING VALLEY WEST**

The Luzerne County Juvenile Probation Department and the Wyoming Valley West School District agree that they will support the School/Community Based Probation Project for the period of July 1, 2025, through June 30, 2026.

THE LUZERNE COUNTY JUVENILE PROBATION DEPT. WILL PROVIDE:

1. A designated probation officer who will maintain contact with school district staff and juvenile offenders within the district.
2. The designated probation officer will supervise all students under court supervision.

THE WYOMING VALLEY WEST SCHOOL DISTRICT WILL PROVIDE:

1. Confidential office space, a desk, a telephone and access to a fax machine and access to an internet connection.
2. A commitment to include the probation officer as a member of the Student Assistance Team, and other appropriate committees to address student problems/needs.
3. Meetings may be scheduled, as needed, between School District Administration and Juvenile Probation Administration to discuss program issues.
4. The School District will provide information to Luzerne County Juvenile Probation regarding school attendance, tardiness, suspensions and Grade Point Average. This information will be used to evaluate the impact of the program.
5. The School District will provide ongoing training regarding student assistance training update.
6. The School District will provide an analog phone line that will permit Juvenile Probation to communicate with the School/Community Based Probation Officer's via a dial-up network or access to the school's internet that will permit the probation officer to access this office's server.

Charles Suppon, Jr., Superintendent
Wyoming Valley West School District

Date: _____

Christopher Parker

Christopher Parker, Chief
Luzerne County Probation Services

Date: 6/4/25



Luzerne Intermediate Unit

368 Tioga Avenue
Kingston, PA 18704-5117

Dr. Anthony Grieco
Executive Director

Telephone (570) 287-9681
Fax 570 287-5721

Follow us on X @LuzIU18
<http://www.liu18.org>

Elizabeth Krokos

Assistant to the Executive
Director for Student Services

Jennifer Runquist
Behavioral Health

Joseph DeLucca
Administrative Services

Tara Pisano

Business Manager

Nicholas Audi
Human Resources and
Policy

Ty Yost

Assistant to the Executive
Director for District Services

Ronald Musto
Personalized Academy of
Learning

Partial Agreement 2025-2026 School Year

This agreement is entered into between the Luzerne Intermediate Unit and the Wyoming Valley West School District for Partial Hospitalization Therapeutic services.

Hours:

The Luzerne Intermediate Unit will provide Partial Hospitalization Therapeutic services to Wyoming Valley West School District. The hours of the services will be 6 hours a day.

Scope of Work:

The scope of work shall consist of providing individual, group, and family therapy.

Payments:

Partial Hospitalization Therapeutic services will be billed at \$112.44/day. This cost is in addition to the educational costs for partial that the district is billed for on a monthly basis. Once a student is approved for medical assistance and/or their Private Insurance and authorized for Partial Hospitalization services through Community Care Behavioral Health, the school district will no longer be liable for this fee. The School District agrees to pay the therapeutic daily rate of \$18.74/hr. or \$112.44/ day if MA or Private insurance lapse or the student is absent.

Termination:

Partial Hospitalization Therapeutic services can be ceased by either the Wyoming Valley West School District or by the Luzerne Intermediate Unit upon written notification and 4-week notification time.

Signed and Agreed:

Luzerne Intermediate Unit #18

Wyoming Valley West School District

Date

Date

The Luzerne Intermediate Unit #18 is an Equal Opportunity Provider and Employer and does not discriminate on the basis of race, color, religion, national origin, age, marital status, sex or non-relevant handicap in activities, programs or employment practices. For information regarding civil rights or grievance procedures, contact Human Resources, 570-718-4648.

WYOMING VALLEY WEST SCHOOL DISTRICT
INTERSCHOLASTIC SPORTS SUPPLIES
2025-2026

JUSTIFICATION STATEMENT

KEY:

- 1- Alert Services Inc., PO Box 1088, San Marcos, TX 78667-1088
- 2- Battaglia's Sporting Goods, 501 Wyoming Ave., Scranton, PA 18509
- 3- BSN, PO Box 7726, Dallas, TX 75209
- 4- Guardian Sports, 3044 Adriatic Court, Peachtree Corners, GA 30071
- 5- Medco Sports Medicine, 28100 Torch Parkway, Warrenville, IL 60555
- 6- MFAC, 1600 Division Rd., West Warwick, RI 02893
- 7- MyHouse Sports Gear, 61 Green Grove Rd., Scott Twp, PA 18447
- 8- Riddell, 7501 Performance Lane, North Ridgeville, OH 44039
- 9- Sportsman's, 829 Horner St., Johnstown, PA 15902
- 10- Triple Crown Sports, 18 Throckmorton Lane, Old Bridge, NJ 08857
- 11- Uniforms for All Sports, 520 S. Main. St., Old Forge, PA 18518
- 12- Varsity Athletic Apparel, 711 N. Front St., Suite 100 Building A, Memphis, TN 38107
- 13- Pyramid School Products, 6510 N. 54th St., Tampa, FL 33610
- 14- School Health, 5600 Apollo Dr., Rolling Meadows, IL 60008

COMMITTEE:

Nick Gill, Athletic Director

Tracy Varvaglione, Asst. to the Finance Manager

RECOMMENDATIONS:

All low bids are recommended for award with the following exceptions:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>REASON</u>
00011	Chain set & down indicator	Not as specified
00240	EV-TEC Impact jacket mens	Not as specified
00641	Indoor cycle trainer	Not as specified
00711	Equipment travel bag	Not as specified
00846	White away football jersey	Do not award/conformity
00847	Home burgundy pants	Do not award/conformity
00947	Protective cap for helmet	Not as specified
01066-1069	Speedflex football helmets	Not as specified
01536	Seiko stopwatch printer	Not as specified
01892	Pit cover matrix material	Not as specified
02639	Official aluminum FH goal	Not as specified
03531	Victory basketball uniforms-maroon	Not as specified
03532	Victory basketball uniforms-white	Not as specified
03990	My House long sleeve shirt	Not as specified
04001	My House head gear Spartan logo	Not as specified
04003	My House crew neck sweatshirts	Not as specified
04004	My House sweat pants	Not as specified

04005	Short sleeve hoodie, My House	Not as specified
04145	Undershirts white w/maroon sleeves	Not as specified
04147	Flexfit maroon baseball hats	Not as specified
04160	8' pro screen	Not as specified
04173	NOCSAE certified catcher kit	Not as specified
04179	Batter's eye centerfield	Not as specified
04201	Hollywood Bases set of 3	Not as specified
04242	Anchor clean outs	Not as specified
04248	Baseball grey pants	Not as specified
04276	Juggs soft foam balls	Not as specified
04311	Soft touch first base	Not as specified
04615	White body liner	Not as specified

RECOMMENDED BID AWARDS:

Alert Services Inc.	3,313.15
BSN Sports	18,814.09
Battaglia Sports Goods	24,981.75
Medco Supply	1,738.44
MFAC, LLC	20.00
MyHouse Sports Gear	5,188.20
Pyramid School Products	3,124.28
Riddell	8,603.75
School Health	37.98
Sportsman's	16,647.36
Triple Crown Sports	12,147.90
Uniforms for All Sports Inc.	6,206.50
Varsity Spirit Fashions & Supplies	<u>719.00</u>
	\$101,542.40

NEW STORY SCHOOLS

SERVICES AGREEMENT

This Services Agreement ("Agreement") dated this 2nd day of May 2025, between Wyoming Valley West School District (hereafter referred to as the "District") and New Story Schools, located at 1150 Wyoming Avenue, Wyoming, PA 18644 (herein after referred to ("Provider").

WHEREAS, it is the desire and intent of the District to contract with Provider to receive certain educational and related services for certain identified pupils of the District; and

WHEREAS, it is the desire and intent of Provider to render and perform certain educational and related services for the aforementioned pupils under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the consideration set forth in the attached Addendum "A," attached hereto, and the mutual promises contained herein, and intending to be legally bound, the District and Provider hereby agree as follows:

1. **Services.** The District agrees to purchase from Provider educational and related services as described in the individualized educational plan ("IEP"), and any revisions thereto of certain identified resident pupil(s) of the District. Provider shall provide the educational and related services described in the IEP of the pupil(s), and any revisions thereto, in accordance with all applicable federal and state laws. The District will translate the IEP in the Parent's native language, as required by law. Additionally, all services provided pursuant to this Agreement shall include research-based methodologies. The parties agree that Provider has made no representations or other commitments regarding Student achieving any specific goals specified within the IEP.
2. **Term.** This Agreement shall be in effect from August 1, 2025 through July 31, 2026, unless terminated earlier pursuant to the terms of this Agreement.
3. **Payment.** Payment for tuition shall, as part of this Agreement, be made in accordance with the attached "Schedule A." If this Agreement includes Extended School Year ("ESY") services, those tuition charges are included on Schedule A. Provider shall invoice the District on a monthly basis within ten (10) days of the beginning of the month for which services are scheduled to be provided. Payment shall be remitted within 30 days' receipt of such invoices. Payments not paid within thirty (30) days of invoice due shall bear interest at the rate of 1.5% per month. If payments are not made within forty-five (45) days of the invoice date, any discounts identified in Schedule A shall not apply until the District's account is current. If Provider pursues collection of any unpaid amounts, the District will be responsible for any costs of collection, including attorney's fees.
4. **Attendance.** Provider agrees to record the pupil's attendance and to notify the District in writing if the pupil is truant as defined by the compulsory attendance law so that the District may investigate the enrollment status of the pupil. Provider agrees to attend, if asked by the District, a school attendance improvement conference, and to assist the District in preparing, subsequently, a written school attendance improvement plan, to the extent required under Pennsylvania's truancy law. Provider operates on a school year schedule in accordance with the School's calendar. The parties agree that the School may be closed by Provider due to inclement weather or for other safety reasons without prior notice to the District. In the event

of an extended school closure, Provider agrees to make a good faith effort to provide continuity of education for the student using alternative means during the period of closure. Provider's plan to reopen after an extended school closure will comply with Pennsylvania Department of Education guidelines and any other applicable law, regulation or governmental agency recommendations.

5. **Progress Reports.** Provider agrees to send progress monitoring reports to the District within fourteen (14) days after the end of each quarter as outlined by the school calendar.
6. **Termination.**
 - a. This Agreement may be terminated by either party upon twenty-one (21) calendar days' written notification to the other party.
 - b. School District shall remain obligated to pay all amounts due to New Story through the enrollment termination and such obligation shall survive any termination of this Agreement.
 - c. If student becomes hospitalized or placed at an alternate placement, after ten (10) consecutive days, School District can dis-enroll or choose to pay the low daily rate to maintain enrollment.
 - d. New Story reserves the right to terminate a Student's enrollment at the School whenever New Story determines, in its sole discretion, that Student is not benefiting from the program being offered, School is unable to effectively deliver services to Student, Student presents a serious risk to the safety of others, and/or Student is in need of services which School is unable to provide. Serious disciplinary infractions shall be defined at the sole discretion of New Story. However, the parties acknowledge that School is designed and intended to educate students with behavioral challenges and that serious disciplinary infractions as defined by New Story must present exceptional challenges to be so defined.
 - e. If enrollment continues beyond either party's twenty-one (21) calendar day notice for any reason, then Provider shall continue providing services until the District is able to find a new placement for a pupil for a total period up to sixty (60) days, provided the District is making a good faith effort to find a new placement. If the pupil's continued placement beyond the twenty-one (21) day notice would create a risk to the health, safety, or welfare of the pupil, other students, or Provider's staff, Provider reserves the right to provide virtual instruction to the student in its sole discretion. The rate for enrollment for any day following the twenty-one (21) calendar days' notice may be twice the rate of otherwise applicable under this Agreement.
 - f. If Provider gives twenty-one (21) calendar days' notice of termination due to the District's failure to pay amounts due and owing, Provider shall have the right to disenroll the pupil on the twenty-second (22nd) day following such notice.
 - g. If the pupil is no longer a resident of the District, this Agreement shall terminate upon the District's written notification to Provider. District shall be responsible for payment through the date of notification to Provider.
7. **Dispute Resolution.** In the event that any disputes arise out of this Agreement, the parties shall seek to resolve the dispute as expeditiously as possible. The interests of this pupil shall be the foremost concern in resolving such disputes.

8. **Discontinuance of Approval Status.** In the event that the approval status of Provider is discontinued by the Pennsylvania Department of Education, Provider must immediately provide written notice to the District and this Agreement shall be terminated. The District shall be responsible for tuition for the days the pupil is enrolled.
9. **Assignment.** Provider shall not assign this Agreement or any portion thereof to any other entity; however, Provider, may use employees and/or independent contractors to perform services under this Agreement.
10. **Licenses and Certifications.** Provider shall maintain, at its own expense, any required licenses and certifications to provide the aforementioned services. Provider employs certified personnel as defined by the Pennsylvania Department of Education, including Private School certification, and otherwise meets regulatory requirements for a private licensed school. Provider shall be responsible for obtaining any and all necessary permits and licenses and for ensuring that each of its employees and/or independent contractors comply with all applicable laws, rules and regulations, whether federal, state or local, and the policies of School.
11. **Clearances.** Provider agrees all of its employees and staff shall possess the following valid clearances and certifications as required by Section 1-111 of the Public School Code (24 P.S. § 1-111):
 - a) PA Child Abuse History Clearance (Act 151);
 - b) Federal Criminal History Records (Act 114);
 - c) Pennsylvania Background Checks (Act 34);
 - d) Employment History Review (Act 168);
 - e) Mandated reporter training and all other training required by law.

Provider agrees to bear any costs or fees associated with obtaining these clearances, training and certifications. Provider agrees to provide proof of the aforementioned clearances upon request by the District. Provider will notify the District in writing within seventy-two (72) hours if it learns that a Provider Employee is arrested for or convicted of a crime. Provider will also notify the District in writing within seventy-two (72) hours of notification that a Provider employee has been named a perpetrator in an indicated or founded report pursuant to the Child Protective Services Law.

12. **Non-Solicitation.** The District shall not, directly or indirectly: (i) recruit, solicit or otherwise induce or attempt to induce any employee or independent contractor of New Story or any subsidiary or affiliate of New Story including, but not limited to, the New Story Representatives, to leave the employ or service of New Story or such subsidiary or affiliate, or in any way interfere with the relationship between New Story, its subsidiaries or its affiliates and their respective employees or independent contractors; or (ii) employ, hire or otherwise retain any person listed above while such person has such employment or contractual relationship with New Story, its subsidiaries or its affiliates including the New Story Representatives and for one year thereafter.
13. **Insurance.** Provider shall maintain the following insurance coverages in the following limits for the term of this Agreement:

Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Umbrella Liability	\$3,000,000 per occurrence/\$3,000,000 aggregate

Workers Compensation	\$1,000,000 per occurrence
Professional Liability	\$6,000,000 per claim/\$8,000,000 aggregate

14. **Privacy and Confidentiality.** All information of any kind regarding Student, including (without limitation) confidential Student data, shall be kept strictly confidential by District and Provider, and shall not be used or disclosed for any purpose except as provided in this Agreement. This obligation of confidentiality shall survive the expiration or termination of this Agreement. As used herein, the term "confidential Student data" shall include, without limitation, any personal or identifying Student information, names, addresses, date of birth, social security or other identification numbers, attendance records, grades, test results, assessments, work product, disciplinary records, and any information deemed to be a "Student record" under the Family Educational Rights and Privacy Act (FERPA).

Provider further acknowledges and agrees that through its performance under this Agreement it may possess, maintain, store or manage Personal Information, as that term is defined by the Pennsylvania Breach of Personal Information Notification Act, 73 P.S. § 2301 et seq., and that the unauthorized access or acquisition of such information may expose the District to loss or injury. Provider shall maintain a policy to govern the proper data storage of Personal Information. Such policy shall require current, commercially reasonable best practices for data storage and shall be reviewed at least annually and updated as necessary. Provider shall utilize encryption and other commercially reasonable security measures to protect the transmission of Personal Information over the internet from being viewed or modified by any unauthorized third party. Provider shall maintain a policy to govern the proper encryption and other security measures it utilizes to protect the transmission of Personal Information. Provider must provide immediate notification to the District of any suspected Discovery, as defined by the Breach of Personal Information Notification Act, of an unauthorized access or acquisition of Personal Information. Provider specially acknowledges and understands that time is of the essence in providing such notification to the District, and that any failure to immediately notify the District constitutes a material breach of this Agreement. Upon any suspected unauthorized access or acquisition of Personal Information, Provider will provide District access to all data or information requested by District as necessary to comply with any requirements to notify impacted individuals. Notwithstanding any other provision of this Agreement, Provider agrees to indemnify, defend, and hold harmless the District, its directors, officers, employees, agents and representatives, from and against any and all claims, demands, liabilities, suits, actions, damages, losses and any amounts payable whatsoever including, without limitation, court costs, investigative fees and expenses, and reasonable attorney's fees, arising out of or caused by the gross negligence, malfeasance or intentional recklessness of Provider and/or its partners, principals, agents, employees, subcontractors, and representatives or by their failure to perform pursuant to this Section 14 of this Agreement.

15. **Indemnification.** District agrees to indemnify, defend, and hold Provider harmless from any claims, losses, suits or damages caused by or arising from the negligence or willful misconduct of District, its agents and its employees. District's obligation to indemnify shall survive the termination of this Agreement.

Provider agrees to indemnify, defend, and hold District harmless from any claims, losses, suits or damages caused by or arising from the negligence, or willful misconduct of Provider, its agents, and its employees. Provider's obligation to indemnify shall survive the termination of this Agreement.

15. **Independent Contractor.** It is hereby understood and agreed that Provider, in performing this Agreement, is acting in the capacity of an independent contractor, and that Provider, in such capacity, is not an agent, servant, partner, or employee of the District. None of the benefits provided by the District to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from the District to Provider for the services provided to this Agreement. Provider has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in name of the District or to bind the District in any way whatsoever.
16. **Non-Discrimination.** Provider and District shall assure that the Services provided pursuant to this Agreement are rendered without regard to race, sex, national origin, age, disability, or any other protected category under federal, state or local law.
17. **Waiver of Certain Damages.** Provider waives claims against the District for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement or termination thereof.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any laws or principles of conflicts of laws that would cause the laws of any other jurisdiction to apply.
19. **Venue.** Sole and exclusive jurisdiction for claim or suit arising from or under this Agreement shall be in the Court of Common Pleas for ~~Chester~~ Click or tap here to enter text. County, Pennsylvania, and in no other forum.
20. **Sovereign Immunity.** As it pertains to third parties, nothing contained herein shall be construed as or imply that the District is waiving its sovereign immunity. Notwithstanding anything contained in this Agreement, nothing in this Agreement shall be deemed to be a direct or indirect waiver of or limitation to any sovereign or governmental immunity in any respect applicable to the District, its directors, officers, employees and agents, including without limitation under the Pennsylvania Political Subdivision Tort Claims Act.
21. **Modification.** This Agreement may not be modified, altered, or changed except upon express, written consent of both parties wherein specific reference is made to this Agreement.
22. **Execution** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. Electronic signatures are acceptable. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
23. **Notice.** All official notices and other communications required or permitted under this Agreement must be in writing and delivered to the recipient as provided below:

Nichole Arnold
Vice President of Operations
New Story Schools
3710 Hempland Road
Mountville, PA 17554

24. **Authority.** District represents and warrants that the individual executing this Agreement is duly authorized to execute and deliver this Agreement on its behalf and this Agreement is a valid and binding obligation of District.
25. **Entire Agreement; Headings.** This Agreement contains the entire understanding between the Parties with respect to their subject matter and superseded all prior or contemporaneous agreements or understandings between the Parties with respect to subject matter contained herein. The headings in this Agreement are solely for convenience of reference and are not to be given any effect in the construction or interpretation of this Agreement.

Wyoming Valley West School District:

Title

Date: _____

Provider: New Story Schools

By: _____
Overlaid by: _____

Title: Vice President of Operations

Date: 7/8/2025

ADDENDUM "A"

Provider shall either complete the information on this form with pertinent information or, alternatively, submit a separate rate schedule to be substituted as a new Addendum "A." In no event, however, shall the separate rate schedule contain substantive terms and conditions, including, but not limited to, invoice/payment terms, which vary from the terms of the Services Agreement.

1) Description of educational and related services to be provided by Provider:

The following are the Related Services that New Story provides at School:

Occupational Therapy
Speech Therapy
Behavior Consultation
Crisis Intervention

2) Per Diem Tuition Rate for Such Services during the regular school calendar year, per pupil:

Rates vary by students based on the following pay structure:

Low Rate \$ 310
Medium Rate \$ 365
High Rate \$ 425
High Rate+ \$ 549

The fee shall be discounted by \$10/day for each additional student that the District enrolls in Provider beyond the initial five (5) students and \$20/day for each additional student that the district enrolls beyond the initial fifteen (15) students.

3) Per Diem Tuition Rate for Extended School Year Services, if applicable, per pupil:

Rates vary by students based on the following pay structure:

Low Rate \$ 310
Medium Rate \$ 365
High Rate \$ 425
High Rate+ \$ 549

The fee shall be discounted by \$10/day for each additional student that the District enrolls in Provider beyond the initial five (5) students and \$20/day for each additional student that the district enrolls beyond the initial fifteen (15) students.

ADDENDUM TO EXTEND AGREEMENT

This is an Addendum to an Agreement between **ESS Northeast, LLC**, a Delaware limited liability company (the "Company") and the **Wyoming Valley West School District** (hereinafter referred to as "LEA" for Local Education Agency).

Whereas, the LEA and the Company entered into an Agreement whereby Company is to provide substitute staffing to fill positions at the request of the District for a period ending June 30, 2025;

Whereas, LEA and Company are desirous of extending the term of the Agreement through June 30, 2026 with the provisions set forth below;

Now, Therefore, be it agreed between the parties, as follows:

1. The Term of the Agreement, as reflected in Paragraph 7, is hereby extended from July 1, 2025 through June 30, 2026;
2. Effective July 1, 2025, Addendum "A" to the Agreement, Pricing, is amended as per the attached revised Addendum "A";
3. This Agreement will automatically renew for additional one (1) year periods unless either party provides written notice of termination at least ninety days prior to the end of the fiscal school year.
4. Except as specifically and explicitly set forth herein, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth below.

Wyoming Valley West School District

By _____
Signature

Name and Title

Date _____

ESS Northeast, LLC

By _____
W. Andrew Hall, Executive V.P

EXHIBIT A
Pricing Page

<u>Position</u>	<u>Pay Rate</u>	<u>Discounted Bill Rate 2025/2026</u>	<u>Rule</u>
Full Day Substitute Teacher	\$125.00	\$164.88	
Half Day Substitute Teacher	\$62.50	\$82.44	
Full Day Building Based Substitute Teacher	\$145.00	\$191.26	
Half Day Building Based Substitute Teacher	\$72.50	\$95.63	
Full Day Long Term Substitute Teacher	\$145.00	\$191.26	Assignments entered into the Long Term Portal that exceed 20 consecutive days. Rate takes effect Day 1 of assignment.
Half Day Long Term Substitute Teacher	\$72.50	\$95.63	Assignments entered into the Long Term Portal that exceed 20 consecutive days. Rate takes effect Day 1 of assignment.

RESOLUTION NO. 15 OF 2025

**A RESOLUTION OF THE WYOMING VALLEY SANITARY AUTHORITY BOARD
OF DIRECTORS APPROVING THE AMENDMENT TO THE WYOMING VALLEY
SANITARY AUTHORITY REGIONAL STORMWATER PROGRAM RAIN GARDEN
AGREEMENT WITH WYOMING VALLEY WEST SCHOOL DISTRICT**

WHEREAS, the WVSA and the WYOMING VALLEY WEST SCHOOL DISTRICT entered into an Agreement on June 16, 2020; and

WHEREAS, Paragraph 4 of the Agreement provided that the WYOMING VALLEY WEST SCHOOL DISTRICT would maintain the rain garden in accordance with the requirements set forth by the WVSA and, in exchange, the WYOMING VALLEY WEST SCHOOL DISTRICT would receive a maintenance credit in the total amount of Eleven Thousand Three Hundred Seventy Five Dollars (\$11,375) per year for each year that the WYOMING VALLEY WEST SCHOOL DISTRICT successfully completed the required maintenance of the rain garden in accordance with WVSA requirements; and

WHEREAS, the WYOMING VALLEY WEST SCHOOL DISTRICT has requested that the maintenance provision be deleted.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Wyoming Valley Sanitary Authority and it is hereby resolved by the authority of the same as follows:

1. The Wyoming Valley Sanitary Authority Board of Directors hereby adopts the amendment to the Wyoming Valley Sanitary Authority Regional Stormwater Program Rain Garden Agreement with the Wyoming Valley West School District, a copy of which is attached hereto, made a part hereof and marked as Exhibit "A".
2. This amendment includes eliminating Wyoming Valley West School District's responsibility to maintain the rain garden and any credits that the Wyoming Valley West School District would have received for maintenance of the rain garden.
3. This amendment shall become effective immediately.

RESOLVED at a regular meeting of the Wyoming Valley Sanitary Authority Board of
Directors held on July 15, 2025.

7-15-2025
Date

BOARD OF DIRECTORS

BY: Samuel T. Guesto
Samuel T. Guesto, Chairperson

ATTEST:

Phillip Latinski
Phillip Latinski, Secretary

Exhibit "A"

**WYOMING VALLEY SANITARY AUTHORITY
REGIONAL STORMWATER PROGRAM
RAIN GARDEN AMENDED AGREEMENT WITH
Wyoming Valley West School District**

THIS AGREEMENT is made this 15th day of July, 2025, by and between the WYOMING VALLEY SANITARY AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with a business address of 1000 Wilkes-Barre Street, Hanover Township, Pennsylvania, 18706, as Program Administrator for the Wyoming Valley Sanitary Authority Regional Stormwater Program (“WVSA”) and Wyoming Valley West School District, 450 North Maple Avenue, Kingston, Pennsylvania 18704 (“PROPERTY OWNER”).

Witnesseth:

WHEREAS, the WVSA and PROPERTY OWNER entered into an Agreement on June 16, 2020, which is attached hereto as Exhibit “A”; and

WHEREAS, Paragraph 4 of the Agreement provided that the PROPERTY OWNER would maintain the rain garden in accordance with the requirements set forth by the WVSA and, in exchange, the PROPERTY OWNER would receive a maintenance credit in the total amount of Eleven Thousand Three Hundred Seventy Five Dollars (\$11,375) per year for each year that the PROPERTY OWNER successfully completed the required maintenance of the rain garden in accordance with WVSA requirements; and

WHEREAS, the PROPERTY OWNER has requested that the maintenance credit provisions set forth in Paragraph 4 of the June 16, 2020, Agreement be deleted with WVSA to assume maintenance responsibility for the basin.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. The PROPERTY OWNER's responsibility to maintain the rain garden pursuant to Paragraph 4 of the June 16, 2020, Agreement between the Parties is hereby eliminated.
2. The WVSA will assume the responsibility for the maintenance of the rain garden going forward and the maintenance credit is hereby rescinded.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement the day and year first above written.

WYOMING VALLEY SANITARY AUTHORITY

Wendy Graver
Witness

By: Andrew D. Reilly
Name: Andrew D. Reilly
Its: Chief Executive Officer

Wyoming Valley West School District

Witness

By: _____
Name: _____
Its: _____

EXHIBIT "A"

**WYOMING VALLEY SANITARY AUTHORITY
REGIONAL STORMWATER PROGRAM
RAIN GARDEN AGREEMENT WITH
Wyoming Valley West School District**

THIS AGREEMENT is made this 16th day of June, 2020, by and between the WYOMING VALLEY SANITARY AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with a business address of 1000 Wilkes-Barre Street, Hanover Township, Pennsylvania, 18706, as Program Administrator for the Wyoming Valley Sanitary Authority Regional Stormwater Program ("WVSA") and Wyoming Valley West School District, 450 North Maple Avenue, Kingston, PA 18704 ("PROPERTY OWNER").

Witnesseth:

WHEREAS, the WVSA is the Program Administrator for the Wyoming Valley Sanitary Authority Regional Stormwater Program which includes thirty-two participating municipal members; and

WHEREAS, PROPERTY OWNER owns property within the Regional Stormwater Program service area which is ideally suited for the construction of a rain garden which will provide benefit to the Wyoming Valley Sanitary Authority Regional Stormwater Program; and

WHEREAS, the WVSA has adopted policies to provide credits for property owners that provide property for the construction of rain gardens, construct rain gardens and/or maintain rain gardens pursuant to applicable MS4 requirements; and

WHEREAS, the WVSA and PROPERTY OWNER desire to enter into this Agreement to permit the construction of a rain garden on property owned by PROPERTY OWNER, with

certain maintenance responsibilities as more particularly addressed below, pursuant to the policies governing the Wyoming Valley Sanitary Authority Regional Stormwater Program.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. In order to assist the Wyoming Valley Sanitary Authority Regional Stormwater Program in its regional effort, and reduce costs which would have to be proportionately borne by all rate payers, PROPERTY OWNER agrees to permit the WVSA to construct a rain garden with a total footprint of approximately 16,250 square feet, as generally described on the document prepared by Borton-Lawson entitled "Wyoming Valley West High School Rain Garden" attached hereto as Exhibit "A" (hereinafter the "Property").

2. PROPERTY OWNER hereby grants the WVSA the right to enter upon the Property to conduct preliminary testing and design work and to take all actions necessary in order to complete construction of the rain garden project. PROPERTY OWNER shall also grant a permanent easement for ongoing use and maintenance of the rain garden, subject to PROPERTY OWNER's agreement to maintain the rain garden as more particularly set forth below.

3. In consideration of PROPERTY OWNER providing for the use of the Property for the construction of the rain garden, the WVSA will provide an easement credit of Four Thousand Five Hundred Dollars against the PROPERTY OWNER's stormwater billings during the current MS4 Permit Cycle which ends on December 31, 2024. This easement credit will be applied to the Property Owners stormwater account the first quarter after the project is completed.

4. During the initial MS4 permit cycle which ends December 31, 2024, and subsequent five year permit cycles, the PROPERTY OWNER agrees to maintain the rain garden in accordance with the requirements set forth by WVSA. In exchange for PROPERTY OWNER performing said maintenance, the WVSA will provide a maintenance credit to PROPERTY OWNER in the total amount of Eleven Thousand Three Hundred Seventy Five Dollars (\$11,375) per year for each year that the PROPERTY OWNER successfully completes the required maintenance of the rain garden in accordance with WVSA requirements. 50% of this credit will be applied to the PROPERTY OWNERS stormwater account after completion of the Spring maintenance and 50% will be applied after successful completion of the Fall maintenance. The maintenance credit may be prorated for the first year depending upon when such maintenance responsibilities are assumed and successfully completed. Starting with the MS4 Permit cycle that begins January 1, 2025, Property Owner shall be entitled to a 10% increase in its maintenance credit for each five year permit cycle to be calculated at the commencement of each five year permit cycle. By way of illustration, the maintenance credit starting on January 1, 2025 will be \$12,215.50 annually throughout that five year permit cycle which ends December 31, 2029.

5. Term. This Agreement shall be become effective on the date set forth at the top of this Agreement and the term of the Agreement shall be perpetual unless terminated as addressed in paragraph 8 below.

6. In the event that PROPERTY OWNER fails to fully comply with the maintenance requirements set forth above, the maintenance credit provided for in this Agreement will be eliminated and the WVSA will assume the responsibility for maintenance of the rain garden

going forward. In such an instance, the Property Owner shall be responsible for paying its full stormwater bill, less any other approved credits.

7. Assignment. This Agreement may be assigned by Property Owner to a third party upon receiving consent of the WVSA, which consent will not be unreasonably withheld, and provided that the easement rights conferred to WVSA are not affected.

8. If the Municipal and/or WVSA requirements for MS4 stormwater mitigation are eliminated for any reason through federal, state or other action, then the easement agreement will be terminated and all of the remaining obligations of the parties under this Agreement will terminate. The Property Owner shall be entitled to retain the rain garden improvements and utilize them as the Property Owner deems fit.

9. WVSA shall provide appropriate insurance to cover the work contemplated by this Agreement. Further, WVSA will indemnify and hold harmless PROPERTY OWNER for work performed pursuant to this Agreement as more particularly addressed in the Easement Agreements.

10. WVSA will seek customary regulatory approvals for the rain garden project.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby,
have executed this Agreement the day and year first above written.

WYOMING VALLEY SANITARY AUTHORITY

Witness

By: South City
Name: Samuel T. Gault Jr
Its: Bored Chick

Wyoming Valley West School District

Witness

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement the day and year first above written.

WYOMING VALLEY SANITARY AUTHORITY

Witness

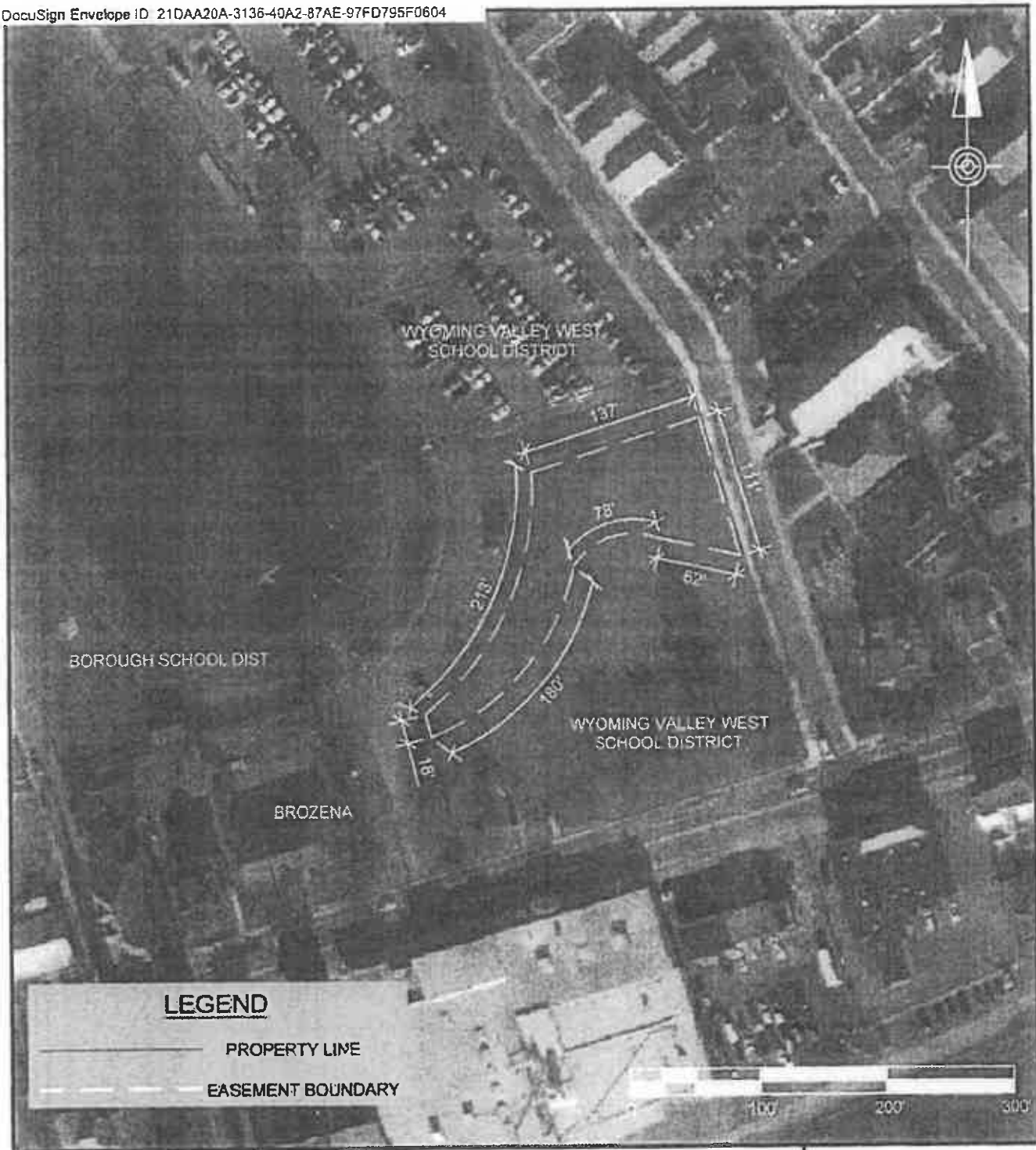
By: _____
Name: _____
Its: _____



Wyoming Valley West School District

James West
Witness

By: Joseph Mazur
Name: Joseph Mazur
Its: President - School Bd.

EXHIBIT "A"



 	DRAWING TITLE & PROJECT NAME		DRAWN BY	SES
	EASEMENT MAP		DATE	MAY 15, 2020
	WYOMING VALLEY SANITARY AUTHORITY		PROJECT NUMBER	2018-3759-001
	MS4 WYOMING VALLEY WEST HIGH SCHOOL RAIN GARDEN		DRAWING NUMBER	
	PLYMOUTH BOROUGH, LUZERNE COUNTY, PENNSYLVANIA		Exhibit A	



Luzerne Intermediate Unit

368 Tioga Avenue
Kingston, PA 18704-5117

Dr. Anthony Grieco
Executive Director

Telephone (570) 287-9681
Fax 570 287-5721

Follow us on X @LuzIU18
<http://www.liu18.org>

Elizabeth Krokos

Assistant to the Executive
Director for Student Services

Jennifer Runquist
Behavioral Health

Joseph DeLuca
Administrative Services

Tara Pisano

Business Manager

Nicholas Audi
Human Resources and
Policy

Ty Yost

Assistant to the Executive
Director for District Services

Ronald Musto
Personalized Academy of
Learning

Addendum

Generating Students and Sites

Preliminary Third Party Contractor Agreement for Title I Services for the **2025-2026** school year between
the **Luzerne Intermediate Unit #18** and **Wyoming Valley West School District**

Student Information

Please list the school(s) that will be participating in Title I economically disadvantaged students driving funds for service.

Nonpublic School	Number of Students	Academic Intervention Funds	Parent & Family Engagements Funds
Good Shepherd Academy	32	\$26,997	\$300
Cheder Menachem Boys	113	\$95,332	\$1,059
Cheder Menachem Girls	104	\$87,740	\$974
Wyoming Valley Montessori	12	\$10,124	\$112

District Total Nonpublic Low Income Students	261
District Nonpublic Per Pupil Allocation*	\$853
Total Current Year Nonpublic Funding	\$222,638

*If there is a Nonpublic Parent & Family Engagement set-aside, the District Nonpublic Per Pupil Allocation, above, is the sum of the instructional and parent and family engagement per pupil amounts.

The School District agrees to provide LIU 18 with the final Title allocation for the **2025-2026** school year for the nonpublic schools listed in the agreement by April 15, 2026. The School District and LIU 18 acknowledge that there may be an increase or decrease in the funds from the preliminary allocation.

The Luzerne Intermediate Unit #18 is an Equal Opportunity Provider and Employer and does not discriminate on the basis of race, color, religion, national origin, age, marital status, sex or non-relevant handicap in activities, programs or employment practices. For information regarding civil rights or grievance procedures, contact Human Resources, 570-718-4648.

Signatures:

Wyoming Valley West School District

Dr. Charles R. Suppon Jr.

Superintendent

Date

Luzerne Intermediate Unit #18

Dr. Anthony Grieco

Executive Director

Date



Luzerne Intermediate Unit

368 Tioga Avenue
Kingston, PA 18704-5117

Telephone (570) 287-9681
Fax 570 287-5721

Follow us on X @LuzIU18
<http://www.liu18.org>

Dr. Anthony Grieco
Executive Director

Elizabeth Krokos
Assistant to the Executive
Director for Student Services

Jennifer Runquist
Behavioral Health

Joseph DeLuca
Administrative Services

Tara Pisano
Business Manager

Nicholas Audi
Human Resources and
Policy

Ty Yost
Assistant to the Executive
Director for District Services

Ronald Musto
Personalized Academy of
Learning

LETTER OF AGREEMENT FOR TITLE I SERVICES

This Agreement is made and entered into on the 1st of July, 2025, by and between **Wyoming Valley West School District** (herein referred to as "School District") and **The Luzerne Intermediate Unit 18**.

1. TERM

The term of this Agreement shall commence on **July 1, 2025**, and terminate on **June 30, 2028**, contingent upon requests made by the non-public and private schools through timely and meaningful consultation with the LEA School District.

2. DESCRIPTION

Upon the terms and conditions set forth herein, the "School District" requests that The Luzerne Intermediate Unit 18 provide Reading instructional services in accordance with the Title I program at the non-public and private schools, **Cheder Menachem Boys School** (herein referred to as Nonpublic School(s)). Such services will be secular, neutral, and non-ideological. Additional nonpublic and private schools may be added as schools open and/or if schools are eligible for services.

The Luzerne Intermediate Unit 18 agrees to comply with all Title I statutory and regulatory requirements.

The School District and The Luzerne Intermediate Unit 18 agree to pool School District Title I funds for instruction, supplies, and materials, at the non-public and private schools. Provide Title I services to eligible students who reside in participating public school attendance areas regardless of the amount of funds generated by the number of children from low-income families attending the Nonpublic School(s).

The School District will offer Parent and Family Engagement activities in accordance with Title I for the Nonpublic School(s).

FEES AND PAYMENT

In consideration of the services mutually agreed upon as described herein, The School District shall pay The Luzerne Intermediate Unit 18 the total per-pupil allocation times the number of low-income nonpublic school students living in eligible attendance areas minus the LEA administrative costs as shown within PDE e-Grants Consolidated Grant Application as non-public instruction funds in the year contracted school years.

The Luzerne Intermediate Unit 18 will charge a 10 percent administrative fee from the preliminary allocated amount to The Luzerne Intermediate Unit 18 for supervisor salaries, office expenses, travel costs, postage, and professional development for employees of The Luzerne Intermediate Unit 18. The funds provided to The Luzerne Intermediate Unit 18 will not exceed the total allocation to the Nonpublic School(s).

In consideration of the Parent and Family Engagement services mutually agreed upon as described herein, The School District will provide P&FE activities, NOT The Luzerne Intermediate Unit 18. The Luzerne Intermediate Unit 18 will provide invoices to The School District quarterly, based on services rendered. The School District may withhold payment if The Luzerne Intermediate Unit 18 does not comply with all statutory services and requirements of Title I.

The Luzerne Intermediate Unit 18 Title I programs will provide services to students at the Nonpublic School(s). The Luzerne Intermediate Unit 18 will serve eligible students in reading for 2 or more times per week at 30-40 minutes per session. The projected rate per teacher is \$134.21 per hour based on the teacher assigned in each school where services are rendered (amounts will be updated yearly). The cost for the services will include, but not be limited to, the responsibilities outlined in Article 4: Responsibilities of this agreement. Costs will be reimbursed by the School District after services are performed. The services will continue until the funding runs out.

The Luzerne Intermediate Unit 18 acknowledges that the allocations reflected in this agreement are preliminary and that final allocations will be available when released from the PA Division of Federal Programs. The School District agrees to provide The Luzerne Intermediate Unit 18 with the final Title I allocation each school year for the Nonpublic School(s). The School District and The Luzerne Intermediate Unit 18 acknowledges that an increase or decrease in funds from the preliminary allocation may increase or decrease the services outlined in this Agreement.

3. RESPONSIBILITIES

The School District and The Luzerne Intermediate Unit 18 agree that the Reading Intervention responsibility for providing Title I services for the program transfers from The School District to The Luzerne Intermediate Unit 18 upon the effective date of this Agreement. Such responsibilities may include, but not be limited to:

INSTRUCTIONAL REQUIREMENTS

- A. Assist with the identification and referral of non-public school students with the potential educational disadvantaged status utilizing multiple criteria, such as, but not limited to standardized test scores, teacher referral, parent referral, administrative referral.
- B. Conduct the Initial Screening and Assessment of students.
- C. The Luzerne Intermediate Unit 18 will prepare and send the required letters for the Title I Parental Permission Process.
- D. Conduct benchmark assessment and stakeholder reporting three (3) times per year in collaboration with the non-public school personnel.
- E. Coordinate student scheduling, in collaboration/coordination with the non-public school

personnel

- F. Deliver instructional services in English/Language Arts (ELA)
 - a. No less than two (2) times per week per student, during school hours, as determined through collaboration/coordination with non-public school personnel.
- G. Conduct and share Progress Monitoring and Reporting to all stakeholders.
- H. Conduct professional development for the LIU 18 staff, as needed.
- I. The School District will create new Performance Goals, in collaboration with the non-public school personnel by June 15 of each year. Performance Goals must be created in the following areas: Student Academic Achievement and Parent and Family Engagement.
- J. Monitor, collect and analyze Performance Goal data. Provide this data an analysis to the School District Federal Programs Office by June 15th of each year.
- K. Conduct Annual Educator Effectiveness Evaluation of instructional staff.
- L. Hire teachers with the appropriate state certification for the area being taught.
- M. Assume all responsibility in preparing for and being available for the non-public portion of the School District monitoring visit from the Pennsylvania Department of Education ("PDE").
- N. Coordinate with Act 89 Services or other federal programs, whenever possible.

PARENTAL ENGAGEMENT COMPONENT

- A. Conduct a Fall Title I Informational meeting at each school
- B. Invite non-public parents to at least one Parent and Family Engagement Event for every nonpublic school each year.
- C. Track parent attendance at events held throughout the year
- D. Maintain a parent contact log for each Title I teacher at each individual building
- E. The School District will service P&FE with an allotment from the PF&E set-aside.

REPORTING REQUIREMENTS

- A. Provide semi-annual reports to the School District Federal Programs Office describing services conducted in the past semester. (mid-year and end-of-year)
- B. Provide quarterly invoices to the School District Federal Programs Office detailing the specific schools and services provided. (QT1 -July, August, September), (QT2-Oct, Nov, Dec), (QT3- Jan, Feb, March), (QT4-April, May, June)
- C. Provide a final report of documentation so the School District can report on meeting yearly performance goals as entered on the Consolidated Application.
- D. Compile and provide student achievement reports with an analysis cover sheet containing:
 - a. The total number of nonpublic students served at each school.
 - b. The types of assessments provided.
 - c. The overall growth of students from the first assessment to the final assessment given.
 - d. Any other data necessary for School District to complete Title I responsibilities as it relates to nonpublic services.

The School District maintains responsibility for:

Providing The Luzerne Intermediate Unit 18 with the names of non-public schools identified to participate in Title I.

- A. Informing The Luzerne Intermediate Unit 18 of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes to the original funding allocation.
- B. Listing of the grade levels and services students may be eligible to receive from each non-public and private school based on the eligibility of services in the School District.
- C. Parent & Family Engagement

The School District assures The Luzerne Intermediate Unit 18 that all meaningful consultation between The School District and the non-public and private schools needed to set up this agreement has been completed prior to the effective date of this agreement. .

The School District and The Luzerne Intermediate Unit 18 acknowledge that it may be necessary to modify this Agreement if there is a reauthorization of ESSA during the performance period of the contract.

4. TERMINATION

Each party has the right to terminate this contract immediately to the extent provided herein or in the event of a material breach of any provision hereunder or without cause.

- A. LIU 18 reserves the right, as its sole discretion, to terminate the services of any Partner at any time for any reason. Upon termination, the Partner shall immediately cease providing services under this agreement.

5. MISCELLANEOUS

The Luzerne Intermediate Unit 18 maintains and keeps in force such insurance as Workers Compensation, Liability, and Property Damage.

The Luzerne Intermediate Unit 18 shall indemnify, defend, and hold harmless The School District from any and all losses, damages, claims or costs, including attorney's fees, arising from any act or omission of The Luzerne Intermediate Unit 18, its officials, agents or employees.

Signatures:

Wyoming Valley West School District

Dr. Charles R. Suppon Jr.

Superintendent

Date

Luzerne Intermediate Unit #18

Dr. Anthony Grieco

Executive Director

Date



Luzerne Intermediate Unit

368 Tioga Avenue
Kingston, PA 18704-5117

Dr. Anthony Grieco
Executive Director

Telephone (570) 287-9681
Fax 570 287-5721

Follow us on X @LuzIU18
<http://www.liu18.org>

Elizabeth Krokos

Assistant to the Executive
Director for Student Services

Tara Pisano

Business Manager

Ty Yost

Assistant to the Executive
Director for District Services

Jennifer Runquist
Behavioral Health

Joseph DeLuca
Administrative Services

Nicholas Audi
Human Resources and
Policy

Ronald Musto
Personalized Academy of
Learning

LETTER OF AGREEMENT FOR TITLE I SERVICES

This Agreement is made and entered into on the 1st of July, 2025, by and between **Wyoming Valley West School District** (herein referred to as "School District") and **The Luzerne Intermediate Unit 18**.

1. TERM

The term of this Agreement shall commence on **July 1, 2025**, and terminate on **June 30, 2028**, contingent upon requests made by the non-public and private schools through timely and meaningful consultation with the LEA School District.

2. DESCRIPTION

Upon the terms and conditions set forth herein, the "School District" requests that The Luzerne Intermediate Unit 18 provide Reading instructional services in accordance with the Title I program at the non-public and private schools, **Cheder Menachem Girls School** (herein referred to as Nonpublic School(s)). Such services will be secular, neutral, and non-ideological. Additional nonpublic and private schools may be added as schools open and/or if schools are eligible for services.

The Luzerne Intermediate Unit 18 agrees to comply with all Title I statutory and regulatory requirements.

The School District and The Luzerne Intermediate Unit 18 agree to pool School District Title I funds for instruction, supplies, and materials, at the non-public and private schools. Provide Title I services to eligible students who reside in participating public school attendance areas regardless of the amount of funds generated by the number of children from low-income families attending the Nonpublic School(s).

The School District will offer Parent and Family Engagement activities in accordance with Title I for the Nonpublic School(s).

FEES AND PAYMENT

In consideration of the services mutually agreed upon as described herein, The School District shall pay The Luzerne Intermediate Unit 18 the total per-pupil allocation times the number of low-income nonpublic school students living in eligible attendance areas minus the LEA administrative costs as shown within PDE e-Grants Consolidated Grant Application as non-public instruction funds in the year contracted school years.

The Luzerne Intermediate Unit 18 will charge a 10 percent administrative fee from the preliminary allocated amount to The Luzerne Intermediate Unit 18 for supervisor salaries, office expenses, travel costs, postage, and professional development for employees of The Luzerne Intermediate Unit 18. The funds provided to The Luzerne Intermediate Unit 18 will not exceed the total allocation to the Nonpublic School(s).

In consideration of the Parent and Family Engagement services mutually agreed upon as described herein, The School District will provide P&FE activities, NOT The Luzerne Intermediate Unit 18. The Luzerne Intermediate Unit 18 will provide invoices to The School District quarterly, based on services rendered. The School District may withhold payment if The Luzerne Intermediate Unit 18 does not comply with all statutory services and requirements of Title I.

The Luzerne Intermediate Unit 18 Title I programs will provide services to students at the Nonpublic School(s). The Luzerne Intermediate Unit 18 will serve eligible students in reading for 2 or more times per week at 30-40 minutes per session. The projected rate per teacher is \$134.21 per hour based on the teacher assigned in each school where services are rendered (amounts will be updated yearly). The cost for the services will include, but not be limited to, the responsibilities outlined in Article 4: Responsibilities of this agreement. Costs will be reimbursed by the School District after services are performed. The services will continue until the funding runs out.

The Luzerne Intermediate Unit 18 acknowledges that the allocations reflected in this agreement are preliminary and that final allocations will be available when released from the PA Division of Federal Programs. The School District agrees to provide The Luzerne Intermediate Unit 18 with the final Title I allocation each school year for the Nonpublic School(s). The School District and The Luzerne Intermediate Unit 18 acknowledges that an increase or decrease in funds from the preliminary allocation may increase or decrease the services outlined in this Agreement.

3. RESPONSIBILITIES

The School District and The Luzerne Intermediate Unit 18 agree that the Reading Intervention responsibility for providing Title I services for the program transfers from The School District to The Luzerne Intermediate Unit 18 upon the effective date of this Agreement. Such responsibilities may include, but not be limited to:

INSTRUCTIONAL REQUIREMENTS

- A. Assist with the identification and referral of non-public school students with the potential educational disadvantaged status utilizing multiple criteria, such as, but not limited to standardized test scores, teacher referral, parent referral, administrative referral.
- B. Conduct the Initial Screening and Assessment of students.
- C. The Luzerne Intermediate Unit 18 will prepare and send the required letters for the Title I Parental Permission Process.
- D. Conduct benchmark assessment and stakeholder reporting three (3) times per year in collaboration with the non-public school personnel.
- E. Coordinate student scheduling, in collaboration/coordination with the non-public school

personnel

- F. Deliver instructional services in English/Language Arts (ELA)
 - a. No less than two (2) times per week per student, during school hours, as determined through collaboration/coordination with non-public school personnel.
- G. Conduct and share Progress Monitoring and Reporting to all stakeholders.
- H. Conduct professional development for the LIU 18 staff, as needed.
- I. The School District will create new Performance Goals, in collaboration with the non-public school personnel by June 15 of each year. Performance Goals must be created in the following areas: Student Academic Achievement and Parent and Family Engagement.
- J. Monitor, collect and analyze Performance Goal data. Provide this data an analysis to the School District Federal Programs Office by June 15th of each year.
- K. Conduct Annual Educator Effectiveness Evaluation of instructional staff.
- L. Hire teachers with the appropriate state certification for the area being taught.
- M. Assume all responsibility in preparing for and being available for the non-public portion of the School District monitoring visit from the Pennsylvania Department of Education ("PDE").
- N. Coordinate with Act 89 Services or other federal programs, whenever possible.

PARENTAL ENGAGEMENT COMPONENT

- A. Conduct a Fall Title I Informational meeting at each school
- B. Invite non-public parents to at least one Parent and Family Engagement Event for every nonpublic school each year.
- C. Track parent attendance at events held throughout the year
- D. Maintain a parent contact log for each Title I teacher at each individual building
- E. The School District will service P&FE with an allotment from the PF&E set-aside.

REPORTING REQUIREMENTS

- A. Provide semi-annual reports to the School District Federal Programs Office describing services conducted in the past semester. (mid-year and end-of-year)
- B. Provide quarterly invoices to the School District Federal Programs Office detailing the specific schools and services provided. (QT1 -July, August, September), (QT2-Oct, Nov, Dec), (QT3- Jan, Feb, March), (QT4-April, May, June)
- C. Provide a final report of documentation so the School District can report on meeting yearly performance goals as entered on the Consolidated Application.
- D. Compile and provide student achievement reports with an analysis cover sheet containing:
 - a. The total number of nonpublic students served at each school.
 - b. The types of assessments provided.
 - c. The overall growth of students from the first assessment to the final assessment given.
 - d. Any other data necessary for School District to complete Title I responsibilities as it relates to nonpublic services.

The School District maintains responsibility for:

Providing The Luzerne Intermediate Unit 18 with the names of non-public schools identified to participate in Title I.

- A. Informing The Luzerne Intermediate Unit 18 of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes to the original funding allocation.
- B. Listing of the grade levels and services students may be eligible to receive from each non-public and private school based on the eligibility of services in the School District.
- C. Parent & Family Engagement

The School District assures The Luzerne Intermediate Unit 18 that all meaningful consultation between The School District and the non-public and private schools needed to set up this agreement has been completed prior to the effective date of this agreement. .

The School District and The Luzerne Intermediate Unit 18 acknowledge that it may be necessary to modify this Agreement if there is a reauthorization of ESSA during the performance period of the contract.

4. TERMINATION

Each party has the right to terminate this contract immediately to the extent provided herein or in the event of a material breach of any provision hereunder or without cause.

- A. LIU 18 reserves the right, as its sole discretion, to terminate the services of any Partner at any time for any reason. Upon termination, the Partner shall immediately cease providing services under this agreement.

5. MISCELLANEOUS

The Luzerne Intermediate Unit 18 maintains and keeps in force such insurance as Workers Compensation, Liability, and Property Damage.

The Luzerne Intermediate Unit 18 shall indemnify, defend, and hold harmless The School District from any and all losses, damages, claims or costs, including attorney's fees, arising from any act or omission of The Luzerne Intermediate Unit 18, its officials, agents or employees.

Signatures:

Wyoming Valley West School District

Dr. Charles R. Suppon Jr.

Superintendent

Date

Luzerne Intermediate Unit #18

Dr. Anthony Grieco

Executive Director

Date



Luzerne Intermediate Unit

368 Tioga Avenue
Kingston, PA 18704-5117

Dr. Anthony Grieco
Executive Director

Telephone (570) 287-9681
Fax 570 287-5721

Follow us on X @LuzIU18
<http://www.liu18.org>

Elizabeth Krokos

Assistant to the Executive
Director for Student Services

Jennifer Runquist
Behavioral Health

Joseph DeLuca
Administrative Services

Tara Pisano

Business Manager

Nicholas Audi
Human Resources and
Policy

Ty Yost

Assistant to the Executive
Director for District Services

Ronald Musto
Personalized Academy of
Learning

LETTER OF AGREEMENT FOR TITLE I SERVICES

This Agreement is made and entered into on the 1st of July, 2025, by and between **Wyoming Valley West School District** (herein referred to as "School District") and **The Luzerne Intermediate Unit 18**.

1. TERM

The term of this Agreement shall commence on **July 1, 2025**, and terminate on **June 30, 2028**, contingent upon requests made by the non-public and private schools through timely and meaningful consultation with the LEA School District.

2. DESCRIPTION

Upon the terms and conditions set forth herein, the "School District" requests that The Luzerne Intermediate Unit 18 provide Reading instructional services in accordance with the Title I program at the non-public and private schools, **Wyoming Valley Montessori School** (herein referred to as Nonpublic School(s)). Such services will be secular, neutral, and non-ideological. Additional nonpublic and private schools may be added as schools open and/or if schools are eligible for services.

The Luzerne Intermediate Unit 18 agrees to comply with all Title I statutory and regulatory requirements.

The School District and The Luzerne Intermediate Unit 18 agree to pool School District Title I funds for instruction, supplies, and materials, at the non-public and private schools. Provide Title I services to eligible students who reside in participating public school attendance areas regardless of the amount of funds generated by the number of children from low-income families attending the Nonpublic School(s).

The School District will offer Parent and Family Engagement activities in accordance with Title I for the Nonpublic School(s).

FEES AND PAYMENT

In consideration of the services mutually agreed upon as described herein, The School District shall pay The Luzerne Intermediate Unit 18 the total per-pupil allocation times the number of low-income nonpublic school students living in eligible attendance areas minus the LEA administrative costs as shown within PDE e-Grants Consolidated Grant Application as non-public instruction funds in the year contracted school years.

The Luzerne Intermediate Unit 18 will charge a 10 percent administrative fee from the preliminary allocated amount to The Luzerne Intermediate Unit 18 for supervisor salaries, office expenses, travel costs, postage, and professional development for employees of The Luzerne Intermediate Unit 18. The funds provided to The Luzerne Intermediate Unit 18 will not exceed the total allocation to the Nonpublic School(s).

In consideration of the Parent and Family Engagement services mutually agreed upon as described herein, The School District will provide P&FE activities, NOT The Luzerne Intermediate Unit 18. The Luzerne Intermediate Unit 18 will provide invoices to The School District quarterly, based on services rendered. The School District may withhold payment if The Luzerne Intermediate Unit 18 does not comply with all statutory services and requirements of Title I.

The Luzerne Intermediate Unit 18 Title I programs will provide services to students at the Nonpublic School(s). The Luzerne Intermediate Unit 18 will serve eligible students in reading for 2 or more times per week at 30-40 minutes per session. The projected rate per teacher is \$134.21 per hour based on the teacher assigned in each school where services are rendered (amounts will be updated yearly). The cost for the services will include, but not be limited to, the responsibilities outlined in Article 4: Responsibilities of this agreement. Costs will be reimbursed by the School District after services are performed. The services will continue until the funding runs out.

The Luzerne Intermediate Unit 18 acknowledges that the allocations reflected in this agreement are preliminary and that final allocations will be available when released from the PA Division of Federal Programs. The School District agrees to provide The Luzerne Intermediate Unit 18 with the final Title I allocation each school year for the Nonpublic School(s). The School District and The Luzerne Intermediate Unit 18 acknowledges that an increase or decrease in funds from the preliminary allocation may increase or decrease the services outlined in this Agreement.

3. RESPONSIBILITIES

The School District and The Luzerne Intermediate Unit 18 agree that the Reading Intervention responsibility for providing Title I services for the program transfers from The School District to The Luzerne Intermediate Unit 18 upon the effective date of this Agreement. Such responsibilities may include, but not be limited to:

INSTRUCTIONAL REQUIREMENTS

- A. Assist with the identification and referral of non-public school students with the potential educational disadvantaged status utilizing multiple criteria, such as, but not limited to standardized test scores, teacher referral, parent referral, administrative referral.
- B. Conduct the Initial Screening and Assessment of students.
- C. The Luzerne Intermediate Unit 18 will prepare and send the required letters for the Title I Parental Permission Process.
- D. Conduct benchmark assessment and stakeholder reporting three (3) times per year in collaboration with the non-public school personnel.
- E. Coordinate student scheduling, in collaboration/coordination with the non-public school

personnel

- F. Deliver instructional services in English/Language Arts (ELA)
 - a. No less than two (2) times per week per student, during school hours, as determined through collaboration/coordination with non-public school personnel.
- G. Conduct and share Progress Monitoring and Reporting to all stakeholders.
- H. Conduct professional development for the LIU 18 staff, as needed.
- I. The School District will create new Performance Goals, in collaboration with the non-public school personnel by June 15 of each year. Performance Goals must be created in the following areas: Student Academic Achievement and Parent and Family Engagement.
- J. Monitor, collect and analyze Performance Goal data. Provide this data an analysis to the School District Federal Programs Office by June 15th of each year.
- K. Conduct Annual Educator Effectiveness Evaluation of instructional staff.
- L. Hire teachers with the appropriate state certification for the area being taught.
- M. Assume all responsibility in preparing for and being available for the non-public portion of the School District monitoring visit from the Pennsylvania Department of Education ("PDE").
- N. Coordinate with Act 89 Services or other federal programs, whenever possible.

PARENTAL ENGAGEMENT COMPONENT

- A. Conduct a Fall Title I Informational meeting at each school
- B. Invite non-public parents to at least one Parent and Family Engagement Event for every nonpublic school each year.
- C. Track parent attendance at events held throughout the year
- D. Maintain a parent contact log for each Title I teacher at each individual building
- E. The School District will service P&FE with an allotment from the PF&E set-aside.

REPORTING REQUIREMENTS

- A. Provide semi-annual reports to the School District Federal Programs Office describing services conducted in the past semester. (mid-year and end-of-year)
- B. Provide quarterly invoices to the School District Federal Programs Office detailing the specific schools and services provided. (QT1 -July, August, September), (QT2-Oct, Nov, Dec), (QT3- Jan, Feb, March), (QT4-April, May, June)
- C. Provide a final report of documentation so the School District can report on meeting yearly performance goals as entered on the Consolidated Application.
- D. Compile and provide student achievement reports with an analysis cover sheet containing:
 - a. The total number of nonpublic students served at each school.
 - b. The types of assessments provided.
 - c. The overall growth of students from the first assessment to the final assessment given.
 - d. Any other data necessary for School District to complete Title I responsibilities as it relates to nonpublic services.

The School District maintains responsibility for:

Providing The Luzerne Intermediate Unit 18 with the names of non-public schools identified to participate in Title I.

- A. Informing The Luzerne Intermediate Unit 18 of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes to the original funding allocation.
- B. Listing of the grade levels and services students may be eligible to receive from each non-public and private school based on the eligibility of services in the School District.
- C. Parent & Family Engagement

The School District assures The Luzerne Intermediate Unit 18 that all meaningful consultation between The School District and the non-public and private schools needed to set up this agreement has been completed prior to the effective date of this agreement. .

The School District and The Luzerne Intermediate Unit 18 acknowledge that it may be necessary to modify this Agreement if there is a reauthorization of ESSA during the performance period of the contract.

4. TERMINATION

Each party has the right to terminate this contract immediately to the extent provided herein or in the event of a material breach of any provision hereunder or without cause.

- A. LIU 18 reserves the right, as its sole discretion, to terminate the services of any Partner at any time for any reason. Upon termination, the Partner shall immediately cease providing services under this agreement.

5. MISCELLANEOUS

The Luzerne Intermediate Unit 18 maintains and keeps in force such insurance as Workers Compensation, Liability, and Property Damage.

The Luzerne Intermediate Unit 18 shall indemnify, defend, and hold harmless The School District from any and all losses, damages, claims or costs, including attorney's fees, arising from any act or omission of The Luzerne Intermediate Unit 18, its officials, agents or employees.

Signatures:

Wyoming Valley West School District

Dr. Charles R. Suppon Jr.

Superintendent

Date

Luzerne Intermediate Unit #18

Dr. Anthony Grieco

Executive Director

Date



Luzerne Intermediate Unit

368 Tioga Avenue
Kingston, PA 18704-5117

Dr. Anthony Grieco
Executive Director

Telephone (570) 287-9681
Fax 570 287-5721

Follow us on X @LuzIU18
<http://www.liu18.org>

Elizabeth Krokos

Assistant to the Executive
Director for Student Services

Jennifer Runquist
Behavioral Health

Joseph DeLucca
Administrative Services

Tara Pisano

Business Manager

Nicholas Audi
Human Resources and
Policy

Ty Yost

Assistant to the Executive
Director for District Services

Ronald Musto
Personalized Academy of
Learning

LETTER OF AGREEMENT FOR TITLE I SERVICES

This Agreement is made and entered into on the 1st of July, 2025, by and between **Wyoming Valley West School District** (herein referred to as "School District") and **The Luzerne Intermediate Unit 18**.

1. TERM

The term of this Agreement shall commence on **July 1, 2025**, and terminate on **June 30, 2028**, contingent upon requests made by the non-public and private schools through timely and meaningful consultation with the LEA School District.

2. DESCRIPTION

Upon the terms and conditions set forth herein, the "School District" requests that The Luzerne Intermediate Unit 18 provide Reading instructional services in accordance with the Title I program at the non-public and private schools, **Good Shepherd Academy** (herein referred to as Nonpublic School(s)). Such services will be secular, neutral, and non-ideological. Additional nonpublic and private schools may be added as schools open and/or if schools are eligible for services.

The Luzerne Intermediate Unit 18 agrees to comply with all Title I statutory and regulatory requirements.

The School District and The Luzerne Intermediate Unit 18 agree to pool School District Title I funds for instruction, supplies, and materials, at the non-public and private schools. Provide Title I services to eligible students who reside in participating public school attendance areas regardless of the amount of funds generated by the number of children from low-income families attending the Nonpublic School(s).

The School District will offer Parent and Family Engagement activities in accordance with Title I for the Nonpublic School(s).

FEES AND PAYMENT

In consideration of the services mutually agreed upon as described herein, The School District shall pay The Luzerne Intermediate Unit 18 the total per-pupil allocation times the number of low-income nonpublic school students living in eligible attendance areas minus the LEA administrative costs as shown within PDE e-Grants Consolidated Grant Application as non-public instruction funds in the year contracted school years.

The Luzerne Intermediate Unit 18 will charge a 10 percent administrative fee from the preliminary

allocated amount to The Luzerne Intermediate Unit 18 for supervisor salaries, office expenses, travel costs, postage, and professional development for employees of The Luzerne Intermediate Unit 18. The funds provided to The Luzerne Intermediate Unit 18 will not exceed the total allocation to the Nonpublic School(s).

In consideration of the Parent and Family Engagement services mutually agreed upon as described herein, The School District will provide P&FE activities, NOT The Luzerne Intermediate Unit 18. The Luzerne Intermediate Unit 18 will provide invoices to The School District quarterly, based on services rendered. The School District may withhold payment if The Luzerne Intermediate Unit 18 does not comply with all statutory services and requirements of Title I.

The Luzerne Intermediate Unit 18 Title I programs will provide services to students at the Nonpublic School(s). The Luzerne Intermediate Unit 18 will serve eligible students in reading for 2 or more times per week at 30-40 minutes per session. The projected rate per teacher is \$134.21 per hour based on the teacher assigned in each school where services are rendered (amounts will be updated yearly). The cost for the services will include, but not be limited to, the responsibilities outlined in Article 4: Responsibilities of this agreement. Costs will be reimbursed by the School District after services are performed. The services will continue until the funding runs out.

The Luzerne Intermediate Unit 18 acknowledges that the allocations reflected in this agreement are preliminary and that final allocations will be available when released from the PA Division of Federal Programs. The School District agrees to provide The Luzerne Intermediate Unit 18 with the final Title I allocation each school year for the Nonpublic School(s). The School District and The Luzerne Intermediate Unit 18 acknowledges that an increase or decrease in funds from the preliminary allocation may increase or decrease the services outlined in this Agreement.

3. RESPONSIBILITIES

The School District and The Luzerne Intermediate Unit 18 agree that the Reading Intervention responsibility for providing Title I services for the program transfers from The School District to The Luzerne Intermediate Unit 18 upon the effective date of this Agreement. Such responsibilities may include, but not be limited to:

INSTRUCTIONAL REQUIREMENTS

- A. Assist with the identification and referral of non-public school students with the potential educational disadvantaged status utilizing multiple criteria, such as, but not limited to standardized test scores, teacher referral, parent referral, administrative referral.
- B. Conduct the Initial Screening and Assessment of students.
- C. The Luzerne Intermediate Unit 18 will prepare and send the required letters for the Title I Parental Permission Process.
- D. Conduct benchmark assessment and stakeholder reporting three (3) times per year in collaboration with the non-public school personnel.
- E. Coordinate student scheduling, in collaboration/coordination with the non-public school personnel

- F. Deliver instructional services in English/Language Arts (ELA)
 - a. No less than two (2) times per week per student, during school hours, as determined through collaboration/coordination with non-public school personnel.
- G. Conduct and share Progress Monitoring and Reporting to all stakeholders.
- H. Conduct professional development for the LIU 18 staff, as needed.
- I. The School District will create new Performance Goals, in collaboration with the non-public school personnel by June 15 of each year. Performance Goals must be created in the following areas: Student Academic Achievement and Parent and Family Engagement.
- J. Monitor, collect and analyze Performance Goal data. Provide this data an analysis to the School District Federal Programs Office by June 15th of each year.
- K. Conduct Annual Educator Effectiveness Evaluation of instructional staff.
- L. Hire teachers with the appropriate state certification for the area being taught.
- M. Assume all responsibility in preparing for and being available for the non-public portion of the School District monitoring visit from the Pennsylvania Department of Education ("PDE").
- N. Coordinate with Act 89 Services or other federal programs, whenever possible.

PARENTAL ENGAGEMENT COMPONENT

- A. Conduct a Fall Title I Informational meeting at each school
- B. Invite non-public parents to at least one Parent and Family Engagement Event for every nonpublic school each year.
- C. Track parent attendance at events held throughout the year
- D. Maintain a parent contact log for each Title I teacher at each individual building
- E. The School District will service P&FE with an allotment from the PF&E set-aside.

REPORTING REQUIREMENTS

- A. Provide semi-annual reports to the School District Federal Programs Office describing services conducted in the past semester. (mid-year and end-of-year)
- B. Provide quarterly invoices to the School District Federal Programs Office detailing the specific schools and services provided. (QT1 -July, August, September), (QT2-Oct, Nov, Dec), (QT3- Jan, Feb, March), (QT4-April, May, June)
- C. Provide a final report of documentation so the School District can report on meeting yearly performance goals as entered on the Consolidated Application.
- D. Compile and provide student achievement reports with an analysis cover sheet containing:
 - a. The total number of nonpublic students served at each school.
 - b. The types of assessments provided.
 - c. The overall growth of students from the first assessment to the final assessment given.
 - d. Any other data necessary for School District to complete Title I responsibilities as it relates to nonpublic services.

The School District maintains responsibility for:

Providing The Luzerne Intermediate Unit 18 with the names of non-public schools identified to participate in Title I.

- A. Informing The Luzerne Intermediate Unit 18 of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes to the original funding allocation.
- B. Listing of the grade levels and services students may be eligible to receive from each non-public and private school based on the eligibility of services in the School District.
- C. Parent & Family Engagement

The School District assures The Luzerne Intermediate Unit 18 that all meaningful consultation between The School District and the non-public and private schools needed to set up this agreement has been completed prior to the effective date of this agreement. .

The School District and The Luzerne Intermediate Unit 18 acknowledge that it may be necessary to modify this Agreement if there is a reauthorization of ESSA during the performance period of the contract.

4. TERMINATION

Each party has the right to terminate this contract immediately to the extent provided herein or in the event of a material breach of any provision hereunder or without cause.

- A. LIU 18 reserves the right, as its sole discretion, to terminate the services of any Partner at any time for any reason. Upon termination, the Partner shall immediately cease providing services under this agreement.

5. MISCELLANEOUS

The Luzerne Intermediate Unit 18 maintains and keeps in force such insurance as Workers Compensation, Liability, and Property Damage.

The Luzerne Intermediate Unit 18 shall indemnify, defend, and hold harmless The School District from any and all losses, damages, claims or costs, including attorney's fees, arising from any act or omission of The Luzerne Intermediate Unit 18, its officials, agents or employees.

Signatures:

Wyoming Valley West School District

Dr. Charles R. Suppon Jr.

Superintendent

Date

Luzerne Intermediate Unit #18

Dr. Anthony Grieco

Executive Director

Date