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| Book | Policy Manual |
| Section | 800 OPERATIONS |
| Title | Use of Generative Artificial Intelligence in Education |
| Code | 815.1 Vol II 2024 |
| Status | Review |

Purpose

The district recognizes the potential that Generative Artificial Intelligence (Generative AI) offers in enhancing educational opportunities, streamlining operations and preparing students for a future that demands adaptability, critical thinking and digital literacy. When incorporated and used in a responsible and ethical manner, Generative AI can support a dynamic working and learning experience.

This policy addresses guidelines for the proper management and responsible use of Generative AI in the district’s educational environment.

Authority

The Board directs that the use of Generative AI in the educational environment shall be limited to approved educational purposes and shall comply with applicable state and federal laws, regulations, Board policies, administrative regulations and school rules including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), the Children’s Internet Protection Act (CIPA), the Children’s Online Privacy Protection Act (COPPA), as well as Board policies related to acceptable use of computers and network resources, student and staff conduct, copyright protections, student records, personnel records, bullying and cyberbullying, nondiscrimination and harassment, data security and staff and student expression.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)[\[18\]](#)[\[19\]](#)[\[20\]](#)[\[21\]](#)[\[22\]](#)[\[23\]](#)[\[24\]](#)[\[25\]](#)[\[26\]](#)[\[27\]](#)

The availability of access to Generative AI tools and resources by students and staff does not imply endorsement by the district of the Generative AI tool or resource, nor does the district guarantee the accuracy of the information received from Generative AI tools or resources. The district shall not be responsible for any information that may be lost, damaged or unavailable when using a Generative AI tool or resource.

The district shall not be responsible for the dissemination, replication or alteration of information or data input by any student or staff into any Generative AI tool or resource. Nothing in this policy is intended to limit the district’s obligations under applicable law or regulations.

The district shall not be responsible for any unauthorized charges or fees resulting from access or use of Generative AI tools or resources.

Definitions

AI literacy – the ability to understand, use and interact with AI systems effectively, efficiently and responsibly.

Artificial Intelligence (AI) – technology designed to mimic human intelligence, such as analyzing data, recognizing patterns and making decisions.

Generative Artificial Intelligence (Generative AI) – an advanced subset of AI that is capable of generating new content from learned data and pattern recognition across various mediums such as text, code, images, audio and video data. Generative AI is the focus of this policy.

Open-source AI – AI tools and resources that are built on publicly accessible platforms and use and share data among all users who access the platform, both within and outside of the district.

Delegation of Responsibility

The district shall make every effort to ensure that Generative AI tools and resources are used responsibly by students and staff. The effective integration of Generative AI into education requires a collaborative effort between administration, teachers, staff, students and families.

The district shall inform staff, students, parents/guardians and other users about this policy by posting on the district website and by other efficient methods.

{X} The district shall obtain prior informed consent from parents/guardians before allowing a student to use Generative AI tools and resources in school.[3]

Generative AI tools and resources used in district schools and programs shall be evaluated and authorized on an ongoing basis for age-appropriateness, bias, privacy protections, accessibility standards and data security by the following individuals: [8][9][10][27][28]

1. {X} Superintendent.
2. {X} Building principals.
3. {X} Solicitor.
4. {X} Director of Information Technology.
5. {X} Director of Curriculum and Instruction.

The Board directs that only district-authorized Generative AI tools and resources may be used on district computers and in district schools and programs. Staff shall consult the district's list of authorized Generative AI tools and resources prior to implementation in the educational environment. Unauthorized Generative AI tools and resources may not adhere to required data privacy, monitoring and security standards.[3][25][27]

The Superintendent or designee shall be responsible for developing procedures to address student safety measures and to determine whether Generative AI tools and resources are being used for purposes prohibited by law, Board policy or for accessing inappropriate materials.[2][25][29][30][31][32][33]

The district solicitor, in coordination with the Director of Information Technology, shall evaluate new and existing vendor contracts, collective bargaining agreements and related agreements for impacts related to district use of Generative AI.[34][35]

Guidelines

CIPA COMPLIANCE

The Director of Technology shall ensure that the District's internet content and message filters prevent users from accessing any AI website, tool, or application that is capable of generating obscene or pornographic material on both school district owned devices and on the school provided internet.

FERPA COMPLIANCE

All teachers, administrators, and staff are required to adhere strictly to the regulations outlined in the Family Educational Rights and Privacy Act (FERPA) when utilizing any AI resources. The District prohibits the use of the personally identifiable information of students while using AI websites, tools, or applications that have not been pre-approved by the Director of Technology or his/her designee. The Director of Technology shall establish a process by which teachers and administrators can request the approval of new AI resources. The vetting process shall include a review of the tool's privacy policy, data handling practices, and compliance with FERPA. The Director of Technology or designee shall maintain a list of all such approved resources.

AI Literacy

Staff –

The district shall provide staff with professional development opportunities addressing the effective and safe integration of Generative AI to enhance teaching and learning. Professional development opportunities may include, but not be limited to:

1. Ethical use of Generative AI.
2. The capabilities and limitations of Generative AI.
3. Critical analysis of content produced by Generative AI.
4. How to monitor and evaluate student inputs into Generative AI systems.
5. The parameters established by the district for integrating Generative AI tools into classroom instructional design.
6. Use of Personally Identifiable Information.

{X} Beyond formal professional development opportunities, the district encourages staff to explore Generative AI to discover lesson plan ideas, create templates or assessments and to generate ideas for the personalization of student learning. Generative AI tools and resources shall be used in accordance with applicable laws, regulations and this Board policy.

Students –

The district shall provide training for students, which may include, but not be limited to:

1. Establishment of expectations regarding the ethical use of Generative AI.
2. The capabilities and limitations of Generative AI.
3. Critical analysis of content produced by Generative AI.
4. How to disclose use and cite Generative AI resources.
5. The importance of not disclosing personally identifiable information when using an open-source Generative AI tool or resource.

Ethical Considerations

The district shall prioritize the educational value in the use of Generative AI tools and resources and will take measures to mitigate associated risks. The district shall only authorize Generative AI systems and platforms appropriately equipped for preventing breach of personally identifiable information and addressing the district’s prohibitions against discrimination, harassment, bullying, bias and access to sexually explicit materials, or those which are harmful to minors or prohibited by Board policy.[8][9][10][20][25]

The district’s technology protection measures shall be enforced during use of Generative AI on district computers and network resources.[25]

The district shall provide additional training, when needed, and address accessibility needs to provide equitable access to Generative AI tools and resources for students and staff including, but not limited to, individuals with disabilities and English Learner students.[8][9][10][11][36]

The district prohibits the use of Generative AI in making decisions regarding employee recruitment, hiring, retention, promotion, transfer, evaluation, demotion or dismissal.[10]

The district prohibits the use of Generative AI in making final determinations on student assessments and evaluations.[8][9][11][14][37][38]

Academic Integrity –

The use of Generative AI by students to complete assignments or assessments shall only be allowed to the extent stated and outlined by the teacher for the individual assignment or course. Students shall be notified in advance of the parameters for use of Generative AI in assignments and assessments.

{x} Teachers shall outline use of Generative AI tools and resources in their required lesson plans. [39]

When access to AI is allowed for students, it is the responsibility of all teachers to provide students with notice of whether AI use is permitted on a particular assignment or project. Teachers should use the following scale for guidance:

| | | |
|----------------------------------|---|--|
| No AI Use | The assignment is completed independently without the assistance of AI | No disclosure required. |
| AI-Assisted Idea Generation | AI is used for brainstorming and generating ideas only. | No disclosure required |
| AI-Assisted Editing | AI is used to edit or refine student work, but not to generate content. | Student must disclose how AI was used. |
| AI for Specified Task Completion | AI is used to complete certain elements of a task or part of a project with human oversight and evaluation of all AI-generated content. | Student must disclose how AI was used. |
| Full AI Use with Human Oversight | AI may be used throughout the assignment. The student is responsible for providing human oversight and evaluating the AI-generated content. | Student must disclose how AI was used. |

(Adapted from the North Carolina Department of Public Instruction and its work adapting the work of Dr. Leon Furze, Dr. Mike Perkins, Dr. Jasper Roe PHEA, and Dr. Jason McVaugh.)

Students and staff shall receive training and be expected to appropriately cite original sources for quotations, facts, information, statistics, dates or the paraphrased statements of others. A Generative AI resource shall be cited when the system's generated content is quoted, paraphrased or otherwise used in the student's work. Lack of citation to AI generated work improperly implies that the work is entirely that of the student.[16]

The Board permits the use of AI detection tools as an aid to identify potential academic integrity issues, but prohibits reliance on results from AI detection tools as the sole determination of academic integrity.

Copyright -

Individuals using Generative AI tools and resources must comply with federal law and Board policy regarding the duplication or use of copyrighted materials.[4][24]

AI USE IN OPERATIONS

The Superintendent shall establish protocols to verify the accuracy and reliability of the output from AI tools prior to the use of such tools for budgeting, payroll, financial or population forecasting, HR analytics, and similar operational tasks.

While AI tools may be used to assist in HR processes so long as the protocols above are in place, the board directs that final decision-making regarding employee evaluations, promotions, and hiring be human decisions and not solely by AI technology to ensure fairness, equity, and compliance with anti-discrimination laws.

AI-Generated Content Verification -

Individuals using Generative AI tools and resources have a responsibility to apply proper oversight and evaluation of generated information. Generative AI tools shall not be the sole determining factor used to make decisions related to student learning, assessment, academic integrity or conduct. Staff and students should critically evaluate content produced by Generative AI for potential biases or inaccuracies and understand the importance of cross-referencing with trusted resources.

Evaluation and Monitoring of Generative AI

Administrators, network supervisors and teaching staff shall establish processes for ongoing evaluation and monitoring of Generative AI tools and resources used within the district and on district computers and network resources, including periodic assessments of the impact on student learning.

Issues identified during the evaluation and monitoring process shall be reported to the

{x} Superintendent.

{x} Building principal.

{x} Director of Information Technology.

{x} Director of Curriculum and Instruction.

Consequences for Inappropriate Use

Failure to comply with this policy or district rules regarding appropriate use of Generative AI including, but not limited to, acceptable use of computer and network resources, shall result in usage restrictions, loss of access privileges, disciplinary action and/or referral to legal authorities. [12][16][21][25][40]

Students and staff must immediately report any violations or suspicious activity to the building principal or designee.

Users of Generative AI shall be responsible for damages to the equipment, systems, platforms and software resulting from deliberate, malicious or willful acts.[25][41]

Illegal use of Generative AI; intentional modification without permission or damage to files or data belonging to others; copyright violations; and theft of services shall be reported to the appropriate legal authorities for possible prosecution.

This policy shall also apply to student conduct that occurs off school property or during nonschool hours to the same extent as provided in Board policy on student discipline.[12][16][25][40]

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Legal

- [1. 24 P.S. 4601 et seq](#)
- [2. 47 U.S.C. 254](#)
- [3. 15 U.S.C. 6501 et seq](#)
- [4. 17 U.S.C. 101 et seq](#)
- [5. 20 U.S.C. 1232g](#)
- [6. 20 U.S.C. 1400 et seq](#)
- [7. 42 U.S.C. 12101 et seq](#)
8. Pol. 103
9. Pol. 103.1
10. Pol. 104
11. Pol. 113
12. Pol. 113.1
13. Pol. 113.4
14. Pol. 114
15. Pol. 216
16. Pol. 218
17. Pol. 220
18. Pol. 237
19. Pol. 247
20. Pol. 249
21. Pol. 317
22. Pol. 320
23. Pol. 324
24. Pol. 814
25. Pol. 815

- 26. Pol. 830
- 27. Pol. 830.1
- 28. Pol. 105
- [29. 18 Pa. C.S.A. 5903](#)
- [30. 18 Pa. C.S.A. 6312](#)
- [31. 18 U.S.C. 2256](#)
- [32. 20 U.S.C. 7131](#)
- [33. 47 CFR 54.520](#)
- 34. Pol. 308
- 35. Pol. 818
- 36. Pol. 138
- 37. Pol. 113.3
- 38. Pol. 127
- 39. Pol. 111
- 40. Pol. 233
- [41. 24 P.S. 4604](#)
- [18 Pa. C.S.A. 2709](#)
- [29 U.S.C. 794](#)
- [28 CFR Part 35](#)
- [28 CFR Part 36](#)
- [34 CFR Part 99](#)
- [34 CFR Part 104](#)
- [34 CFR Part 300](#)
- Pol. 304
- Pol. 824

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| Book | Policy Manual |
| Section | 700 Property |
| Title | Integrated Pest Management - Vol II 2026 |
| Code | 716 |
| Status | Review |

PURPOSE

The district shall utilize integrated pest management procedures to manage structural and landscape pests and the toxic chemicals used for their control in order to alleviate pest problems with the least possible hazard to people, property and the environment.

DEFINITIONS

Integrated Pest Management (IPM) is the **managed use of combined pest control alternatives, including cultural, mechanical, biological and chemical to most effectively prevent or reduce to acceptable levels damage caused by pests.**[1]

Integrated Pest Management Plan is a plan that establishes a sustainable approach to managing pests by combining biological, cultural, physical and chemical tools in a way that minimizes economic, health and environmental risks.[2]

AUTHORITY

The Board establishes that the district shall use pesticides only after consideration of the full range of alternatives, based on analysis of environmental effects, safety, effectiveness and costs. [3][4]

The Board shall adopt an **IPM** Plan for district buildings and grounds that complies with policies and regulations promulgated by the Department of Agriculture.[2][4]

The Board shall designate an employee to **facilitate IPM for the district. The designated employee will be referred to as the district's IPM Coordinator or as otherwise specified at the district.**

DELEGATION OF RESPONSIBILITY

The IPM Coordinator shall be responsible to implement the **IPM** Plan and to coordinate communications between the district and the approved contractor.

The IPM Coordinator shall be responsible to annually notify parents/guardians of the procedures for requesting notification of planned and emergency applications of pesticides in school buildings and on school grounds.[5]

The IPM Coordinator shall maintain detailed records of all chemical pest control treatments for at least three (3) years. Information regarding pest management activities shall be available to the public at the district's administrative office.[5]

{X} Appropriate personnel involved in making decisions relative to pest management shall participate in **periodic training, as needed.**

GUIDELINES

Pest management strategies may include education, exclusion, sanitation, maintenance, biological and mechanical controls, and site appropriate pesticides.

{X} An **IPM** Plan shall include the education of staff, students and the public about IPM policies and procedures.

When pesticide applications are scheduled **for district** buildings and grounds, the district shall provide notification **at least seventy-two (72) hours in advance** in accordance with law, including:[5]

1. Posting a pest control sign in an appropriate area, **at the place to be treated. The sign shall remain in place for at least two (2) days following each planned treatment.**
2. Providing the pest control information sheet to all individuals working in the **affected** school building.
3. Providing required notice to all parents/guardians of students or to a list of parents/guardians who have requested notification of individual applications of pesticides.

Where pests pose an immediate threat to the health and safety of students or employees, the district may authorize an emergency pesticide application and shall notify by telephone any parent/guardian who has requested such notification.[5]

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Legal

1. 7 PA Code 128.2
2. 24 P.S. 772.1
3. 3 P.S. 111.21 et seq
4. 7 PA Code 128.1 et seq
5. 24 P.S. 772.2
- 7 U.S.C. 136 et seq



**DISABLED VETERANS
REAL PROPERTY TAX EXEMPTION CERTIFICATION**

April 30, 2026

Kathleen Jesso
137 E Shawnee Ave
Plymouth, PA 18651

Application is New

The applicant listed above has applied to the Pennsylvania State Veterans' Commission for Real Estate Tax Exemption. The State Veterans' Commission has determined that the applicant has demonstrated the required financial need. Additionally, to assist the tax authority we have verified with the Department of Veterans Affairs that the applicant is totally and permanently disabled as a result of service connected causes incurred during a period of war or armed conflict. Therefore, it is recommended that the applicant be approved for the exemption of all real estate taxes on the above listed property.

If the application is a new claim, the qualified applicant shall be exempt from real property taxes that become due on or after April 6, 2026. You must present this letter to your local tax authority to determine the precise tax period from which you will be exempt. You should know that taxes are considered due on the first day of a tax period even though payment may not be due for several months.

The State Veterans' Commission is required to review all property tax exemption cases at least once every five years for determination of CONTINUED FINANCIAL NEED. A review form will be mailed to the applicant sometime prior to the due date for review.

For the Commission.

Sincerely,

A handwritten signature in cursive script that reads "Tracy Wylie-Perry".

Mrs. Tracy Wylie-Perry
Veterans' Services Officer
Division of Benefits and Services

00023722

Philadelphia Regional Office, LUZERNE



DISABLED VETERANS
REAL PROPERTY TAX EXEMPTION CERTIFICATION

7
G951-4-12

May 5, 2026

Shirley A Moshier
155 Courtdale Ave
Courtdale, PA 18704

ent
AJ
Application is Review

The applicant listed above has applied to the Pennsylvania State Veterans' Commission for Real Estate Tax Exemption. The State Veterans' Commission has determined that all eligibility criteria have been met and the determination of financial need has been certified. Therefore, the applicant's application has been approved for the exemption of all real estate property taxes on the above listed property.

The State Veterans' Commission is required to review all property tax exemption cases at least once every five years for determination of CONTINUED FINANCIAL NEED. A review form will be mailed to the applicant sometime prior to the due date for review.

For the Commission.

Sincerely,

James Cooper
Veterans Services Specialist
Division of Benefits and Services



26 Abate GM

**DISABLED VETERANS
REAL PROPERTY TAX EXEMPTION CERTIFICATION**

59

F105 W1-12-6

May 20, 2026

Paul T Pasek Jr
20 McHale St
Swoyersville, PA 18704

[Signature]
Application is New

The applicant listed above has applied to the Pennsylvania State Veterans' Commission for Real Estate Tax Exemption. The State Veterans' Commission has determined that the applicant has demonstrated the required financial need. Additionally, to assist the tax authority we have verified with the Department of Veterans Affairs that the applicant is totally and permanently disabled as a result of service connected causes incurred during a period of war or armed conflict. Therefore, it is recommended that the applicant be approved for the exemption of all real estate taxes on the above listed property.

If the application is a new claim, the qualified applicant shall be exempt from real property taxes that become due on or after May 4, 2026. You must present this letter to your local tax authority to determine the precise tax period from which you will be exempt. You should know that taxes are considered due on the first day of a tax period even though payment may not be due for several months.

The State Veterans' Commission is required to review all property tax exemption cases at least once every five years for determination of CONTINUED FINANCIAL NEED. A review form will be mailed to the applicant sometime prior to the due date for review.

For the Commission.

Sincerely,

[Signature: Tracy Wylie-Perry]

Mrs. Tracy Wylie-Perry
Veterans' Services Officer
Division of Benefits and Services



**DISABLED VETERANS
REAL PROPERTY TAX EXEMPTION CERTIFICATION**

May 5, 2026

Carol A Romanowski
96 Warsaw St
Swoyersville, PA 18704

Application is New

The applicant listed above has applied to the Pennsylvania State Veterans' Commission for Real Estate Tax Exemption. The State Veterans' Commission has determined that the applicant has demonstrated the required financial need. Additionally, to assist the tax authority we have verified with the Department of Veterans Affairs that the applicant is totally and permanently disabled as a result of service connected causes incurred during a period of war or armed conflict. Therefore, it is recommended that the applicant be approved for the exemption of all real estate taxes on the above listed property.

If the application is a new claim, the qualified applicant shall be exempt from real property taxes that become due on or after March 23, 2026. You must present this letter to your local tax authority to determine the precise tax period from which you will be exempt. You should know that taxes are considered due on the first day of a tax period even though payment may not be due for several months.

The State Veterans' Commission is required to review all property tax exemption cases at least once every five years for determination of CONTINUED FINANCIAL NEED. A review form will be mailed to the applicant sometime prior to the due date for review.

For the Commission.

Sincerely,

A handwritten signature in cursive script that reads "Tracy Wylie-Perry".

Mrs. Tracy Wylie-Perry
Veterans' Services Officer
Division of Benefits and Services

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this ____ day of _____, in the year 2026 between **WYOMING VALLEY WEST SCHOOL DISTRICT** of KINGSTON, Pennsylvania ("District") and **NORTHEASTERN EDUCATIONAL INTERMEDIATE UNIT** of 1200 Line Street, Archbald, Pennsylvania ("Intermediate Unit"). In consideration of the promises and covenants contained in this Agreement, and intending to be legally bound, the parties agree as follows:

Responsibility of the Intermediate Unit

1. During the 2026-2027 school year, as determined by the school calendar adopted by the Board of Directors of the District, the Intermediate Unit shall provide and operate the Programs and Services enumerated in "Schedule A" attached hereto. For purposes of this Agreement, the phrase "Programs and Services" shall mean the following:
 - a. Professional or paraprofessional staff in such numbers and with such certification, licensure, or training as is required to implement this Agreement in accordance with all applicable provisions of state and federal law in effect throughout the term of this Agreement and any renewal thereof;
 - b. Supervision, administration, classroom management, and evaluation of all Intermediate Unit professional and paraprofessional staff used to implement this Agreement;
 - c. Provision of such supplies, equipment, and material, including furniture and assistive technology, as is necessary to implement this Agreement and for which the Intermediate Unit incurs or has incurred actual costs, including rental costs, provided, however, that supplies, equipment, and materials that are used exclusively by one student and are not essential to the general operation of the Programs and Services shall remain the responsibility of the district in which the student resides;
 - d. Curriculum development and provision of such in-service programs, training, and mentor programs to Intermediate Unit staff as the Intermediate Unit deems necessary to implement this Agreement in accordance with state and federal law and the terms of any applicable labor Agreements to which the Intermediate Unit is party;
 - e. Administrative and clerical support services from departments or programs within the Intermediate Unit other than the special education department, when required in the judgment of the Intermediate Unit for the effective and efficient implementation of this Agreement, provided, however, that any portion of the unit cost for any Programs and

Services attributable to such administrative or clerical support services shall be equal to the applicable indirect cost rate, if any, established by state or federal law in effect during the term of this Agreement or any renewal thereof;

- f. Such classroom space and other facilities as are required to implement this Agreement in accordance with state and federal law in effect during the term of this Agreement or any renewal thereof, to the extent that the Programs and Services are provided or operated in a location that is not owned or leased by the District;
- g. Provision of criminal background information on all individuals for whom such information is required by Section 111 of the Public School Code of 1949, 24 PS §1-111 and by Sections 6354, 6355 and 6356 of the Child Protective Services Act, 23 Pa.C.S. § § 6354, 6355, 6356.

- 2. The Intermediate Unit shall ensure that the Programs and Services provided in accordance with paragraph 1 comply with all requirements of state and federal law in effect throughout the term of the Agreement or any renewal thereof, to the extent that such compliance does not depend on the performance or actions of the District, the Commonwealth or federal governments, or any other individual or entity beyond the control of the Intermediate Unit. When compliance with the requirements of the state or federal law, including the provision of a free appropriate public education ("FAPE"), depends upon the performance, actions, or cooperation of the District, the Intermediate Unit shall make every effort to advise the District accordingly.
- 3. On or before April 15th, the Intermediate Unit shall establish and shall notify the District in writing of the unit cost of each program or service enumerated in or added to Schedule A for the following school year. The Intermediate Unit shall base the unit cost for Programs and Services on the actual cost that the Intermediate Unit estimates it will incur to provide the Programs and Services in accordance with paragraph 1 during the following school year. These estimated unit costs shall be incorporated into Schedule A and shall thereby be incorporated into this Agreement. For purposes of this Agreement, the term "unit cost" shall mean one of the following, as the parties agree, for each program or service:
 - a. The average cost for a classroom teacher and assistant (where applicable) multiplied by the number of classes required by the District.
 - b. The total, actual cost incurred by the Intermediate Unit for the year in question for the program or service multiplied by the number of ADMs reported by the Districts.

- c. The total, actual hourly cost incurred by the Intermediate Unit for the year in question for the program or service multiplied by the number of hours of service required by the District.
- d. The total, actual cost incurred by the Intermediate Unit for the year in question for the program or service multiplied by the percentage of staff time required by the District.

4. Intermediate Unit shall charge the District a total equal to the sum of the individual amounts obtained by multiplying the unit cost for each program or service enumerated in Schedule A by the number of units requested by the District. The number of units requested shall be reflected in Schedule A. The Intermediate Unit shall issue to the District billing statements for the following percentages of this total to be paid as follows:

| | | |
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| <i>December 15 in each renewal year thereafter</i> | - | <i>34 percent</i> |
| <i>March 15</i> | - | <i>33 percent</i> |
| <i>June 30</i> | | <i>33 percent</i> |

The total cost used by the Intermediate Unit for the purpose of billing shall reflect the most recent enrollment data.

- 5. Upon the close of the term of this Agreement or any renewal year, the Intermediate Unit shall calculate the total, actual cost that it incurred in the implementation of this Agreement, excluding those costs for which the Intermediate Unit received state or federal funding. Upon completion of its final audit, the Intermediate Unit shall issue a statement containing the total thus calculated and the total payments received from the District in accordance with this Agreement during the prior school year. If the amount expended is greater than the amounts received from the District, the statement shall include a bill for the difference. If the amount is less than the amounts received from the District, the statement shall so indicate, and the Intermediate Unit shall reimburse the difference to the District or shall credit the difference to amounts due for Programs and Services in the then-current school year.
- 6. For those Programs and Services provided or operated in school facilities, the Intermediate Unit shall develop the calendar and schedule to be approved by the principal of the district building in which the Programs and Services are located.

Responsibilities of the District

7. On or before March 31, the District shall identify those Programs and Services that the Intermediate Unit will operate in accordance with this Agreement or any renewal thereof ("Program Commitment"). This Program Commitment shall be reflected in Schedule A and shall become part of this Agreement.
8. The District shall pay the Intermediate Unit the amounts specified on the billing statements issued in accordance with paragraph 4. For payments not received by the Intermediate Unit within 10 days of the scheduled date specified in paragraph 4, the District shall pay an additional amount equal to two percent of the total due for seven day period beyond the tenth day.
9. In addition to the payments required by paragraph 8, the District shall provide the following for Programs and Services located in facilities owned or leased by the District:
 - a. Classroom and other space comparable in size and condition to classrooms within the District to which non-exceptional students are typically assigned and which is located in reasonable proximity to the regular ebb and flow of building activities;
 - b. Compliance with all applicable provisions of the Asbestos Hazard Emergency Response Act of 1986 and its implementing regulations, including preparation and maintenance of a management plan covering the building;
 - c. Compliance with accessibility and other applicable building standards under any state or federal law in effect throughout the term of this Agreement and any renewal thereof, including but not limited to Section 504 of the Rehabilitation Act of 1973 and its implementing regulations, the Americans with Disabilities Act and its implementing regulations, the Pennsylvania Human Relations Act and its implementing regulations, and Act 166 of 1988.
 - d. Assistance, cooperation, and participation of District staff in the development and implementation of adaptations and support services necessary to enable students assigned to the Programs and Services to participate to the maximum extent possible in inclusive educational or extracurricular activities;
 - e. Regular education support and ancillary services including but not limited to such nursing, counseling, library, physical education, food, custodial, and maintenance

services and such inclusive instruction as is necessary to meet the needs of the students assigned to the Programs and Services;

- f. Application of building or district discipline and student conduct policies in a manner consistent with state and federal laws applicable to exceptional students in effect throughout the term of this Agreement and any renewal thereof;

10. Also, in addition to the payments required by paragraph 8, the District shall provide the following:

- a. Such action or cooperation as is required to ensure that the District residents who participate in or are assigned to Program and Services provided or operated in accordance with this Agreement receive a FAPE in accordance with all state and federal laws in effect throughout the term of this Agreement and any renewal thereof;
- b. Participation in, and commitment of classroom space consistent with, an Intermediate Unit-administered fair share plan in accordance with Section 342.46(c) of the regulations of the Pennsylvania Department of Education, 22 Pa.Code §342.46(c);
- c. Such programs or services as are required to implement the recommendations of an IEP team or the order of a hearing officer, appeals panel, or court, to the extent that the program or service is beyond the scope of Programs and Services enumerated in Schedule A.

11. The obligation of the District to make payments in accordance with paragraph 9 is not contingent upon the receipt of funding from the Commonwealth, the federal government, or any other source. The Intermediate Unit shall, however, take all reasonable steps to assist the District to obtain funding.

Free Appropriate Public Education

12. The District shall be the Local Education Agency ("LEA") for all special education purposes. As such, the District maintains the sole and exclusive obligation to provide a FAPE in the least restrictive environment to each and every student who resides within the District's boundaries. The Intermediate Unit shall not be the LEA for the provision of FAPE in any manner.

MDE and IEP Responsibilities

13. The District, in cooperation with the Intermediate Unit, shall remain responsible for conducting all Child Find activities, including, but not limited to, annual notices, instructional support, utilization of RTI/MTSS, if applicable, and all evaluations and formal assessments of all District students receiving Programs and Services in accordance with this Agreement. The availability of psychological and other diagnostic staff provided by the Intermediate Unit in accordance with Schedule A shall be determined by a work schedule established by the District and the Intermediate Unit which complies with the applicable legal timelines for completion of evaluation reports.

14. Appropriate Intermediate Unit staff i.e., special education teacher, regular education teacher and/or other individuals who have knowledge or special expertise regarding the student, including related services personnel, etc., shall be members of the MDE and/or IEP team and shall attend all MDE and IEP team meetings that concern the student, unless excused by the District in writing. Nothing in this paragraph, however, shall require the Intermediate Unit to make available any staff member not directly involved in the provision of Programs and Services in accordance with this Agreement. The District shall provide notice to the Intermediate Unit at least ten (10) days before the date of any meeting. The District and the Intermediate Unit shall mutually decide the location of the meeting. In the event the District and the Intermediate Unit cannot agree, the meeting shall take place at the location at which the student receives Programs and Services.

15. The District is responsible for preparation and issuance of all special education documents, including but not limited to, Procedural Safeguards, IEP including FBA and PBSP, Invitation to Participate, Notice of Recommended Educational Placement (“NOREP”), Permission to Evaluate or Re-evaluate (“PTE”), and Initial Evaluation and Re-evaluation Reports with the support of the Intermediate Unit professionals assigned to specific students provided that there is current availability of psychological and other diagnostic staff provided by the Intermediate Unit as determined by a work schedule established by the Intermediate Unit which complies with the applicable legal timelines for completion of re-evaluation reports. All initial evaluations will be conducted by the District. All paperwork out of compliance at the time of referral to Intermediate Unit services will be furnished by the District.

16. The District and the Intermediate Unit shall consult to determine the feasibility of implementation of the IEP. The District and the Intermediate Unit shall adhere to all recommendations of the IEP team to the extent that implementation of those recommendations is within the scope of the Programs and Services enumerated in Schedule A. In the event the recommendations of the IEP team require the provision of programs, services, accommodations, or support not within the scope of the Programs and Services enumerated in Schedule A, but are available through the Intermediate Unit, Schedule A will be revised to include such provisions.

Implementation of Special Education Programming

17. The Intermediate Unit shall implement, in accordance with state and federal law, the individualized education program (“IEP”) of a District student receiving Programs and Services in accordance with this Agreement.

Exchange of Education Records

18. To the extent permitted by law, the District and the Intermediate Unit shall exchange with each other all education records maintained by them concerning a District student receiving Programs or Services in accordance with this Agreement and shall continue to do so as long as the student receives said Programs or Services. To facilitate the exchange of information without prior parental consent, the District shall include within its annual notifications that the District has a policy of disclosing educational records to the Intermediate Unit for the legitimate educational purpose of providing Programs and Services to District students as part of its student records policy in accordance with law.

Cooperation

19. The District and the Intermediate Unit shall fully cooperate with each other in both, the administration of this Agreement and in the event of claims by third parties. In the event a claim is made against the District in an administrative, state or federal proceeding, and, to the extent a student who resides within the boundaries of the District participated in Programs and Services in accordance with this Agreement, the Intermediate Unit shall fully cooperate in the preparation and

defense of that lawsuit. Upon request by the District, Intermediate Unit staff shall provide all requested documentation and participate in all of the following, including, but not limited to: information gathering sessions, witness preparation and/or document review sessions; telephone conferences; mediation; motions and/or hearings; due process hearings; and, state or federal court proceedings. The District shall provide timely notice and cooperate with the Intermediate Unit to hold and/or conduct any aforementioned activity at mutually acceptable times, dates and locations, when possible.

20. All costs directly caused by, or associated with any activity referenced in paragraph 19, shall be the sole and exclusive responsibility of the Intermediate Unit, including, but not limited to, travel expenses, salary, overtime, and coverage or substitution costs. The District shall be responsible for the costs of copying any documents requested from the Intermediate Unit, but the Intermediate Unit shall not withhold provision of those documents for payment.

Duration, Renewal, and Termination of Agreement

21. This Agreement shall take effect on July 1, 2026, and shall remain in full force and effect, subject to adjustments in accordance with paragraph 4, through June 30, 2027.
22. This Agreement shall renew automatically for one school year commencing July 1, 2027 and from school year to school year thereafter, unless the Intermediate Unit receives written notice of nonrenewal on or before March 31 immediately preceding the renewal year from the District. If the District fails to provide timely notice of nonrenewal in accordance with this paragraph, this Agreement shall renew, at the option of the Intermediate Unit, for the next school year beginning July 1 and terminating effective June 30 of the next year.
23. If the termination or nonrenewal of this Agreement necessitates the suspension of professional employees employed by the Intermediate Unit, and the District continues to operate the Programs or Services affected by the termination or nonrenewal, the rights of the suspended professional shall be governed by the provisions of Section 1113 of the Public School Code of 1949, 24 PS §11-1113.

Liability/Indemnification

24. The District shall indemnify, defend and hold harmless the Intermediate Unit and any director, officer, agent or employee of the Intermediate Unit against any causes of action, actual damage, loss, or cost, including, but not limited to reasonable attorney's fees, prevailing party fees, as per federal and state law, costs, and compensatory education that result from:

(a) any actionable breach of the promises and representations made by the District to the Intermediate Unit in this Agreement;

(b) the failure of the District to perform any responsibilities under or agreed to be performed under this Agreement;

(c) the negligent or intentional misconduct of an employee of the District;

(d) the failure to develop the appropriate programming that is required for the provision of FAPE to a student who resides within the District's boundaries; and/or,

(e) the failure to provide appropriate maintenance on and/or the failure to properly operate any equipment or vehicle owned and/or operated by the District.

The District shall reimburse the Intermediate Unit on demand for any such damage, loss, or cost.

25. The Intermediate Unit shall indemnify, defend and hold harmless the District and any director, officer, agent or employee of the District against any causes of action, actual damage, loss, or cost, including, but not limited to reasonable attorney's fees, prevailing party fees, as per federal and state law, costs, and compensatory education that result from:

(a) any actionable breach of the promises and representations made by the Intermediate Unit to the District in this Agreement;

(b) the failure of the Intermediate Unit to perform any responsibilities and/or obligations agreed to be performed under this Agreement;

(c) the failure of the Intermediate Unit to implement, in accordance with state or federal law, the IEP of a District student receiving Programs or Services in accordance with this Agreement;

(d) the negligent or intentional misconduct of an employee of the Intermediate Unit;

(e) the failure to promptly notify the District of any change of circumstances that may necessitate a change of Programs or Services or placement for a student of the District; and/or,

(f) the failure to provide appropriate maintenance on and/or the failure to properly operate any equipment or vehicle owned and/or operated by the District.

The Intermediate Unit shall reimburse the District on demand for any such damage, loss, or cost.

26. Nothing in this Agreement shall be construed to alter or limit the obligation of the District to afford students who reside within its boundaries a FAPE in the in the least restrictive environment in accordance with state and federal law.
27. Nothing in the Indemnification section of this Agreement shall be construed to waive the immunities or expand the limitations on liability granted to the District and/or the Intermediate Unit under the Political Subdivision Torts Claims Act.

Insurance

28. The District and the Intermediate Unit shall each obtain and maintain sufficient liability insurance for purposes of indemnification in the amount not less than \$1,000,000 per incident or occurrence and shall provide the other party to this Agreement with evidence of this coverage on demand.

Miscellaneous

29. None of the administrative, professional, paraprofessional, or support staff provided by the Intermediate Unit under the terms of this Agreement shall be considered employees or agents of the District for any purpose, and none of the administrative, professional, paraprofessional, or support staff of the District shall be considered employees or agents of the Intermediate Unit for any purpose.
30. This Agreement is intended to and shall be construed as consistent with all applicable state and federal laws in effect throughout the term of the Agreement or any renewal thereof, including the Individuals with Disabilities Education Improvement Act and its implementing regulations, the Rehabilitation Act of 1973 and its implementing regulations, Titles VI and IX of the Civil Rights Act of 1964 and their implementing regulations, the Family Education Rights and Privacy Act and its implementing regulations, the Pennsylvania Public School Code of 1949, and Chapter 14 of the regulations of the State Board of Education. To the extent that any law is construed as inconsistent with the language of this Agreement, the law shall supersede the language as the contractual expression of the parties' intent and may be enforced as such.
31. If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be

stricken from this Agreement, and in all other respects, this Agreement shall be valid and continue in full force, effect and operation.

- 32. In the event any dispute arises between the District and the Intermediate Unit with regard to the interpretation of any term of this Agreement, the parties agree that the drafting of this Agreement, or any instrument referred to herein, shall not be deemed the act of any party or its agent and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applicable.
- 33. The District and the Intermediate Unit agree that any disputes that arise among or between the District and the Intermediate Unit may be submitted to binding arbitration according to such terms and/or conditions agreed upon by the disputing parties at the time of arbitration.
- 34. Modifications to or adjustments in Schedule A as permitted or required by this Agreement shall in all cases be made in writing executed by a representative of the parties and shall become part of this Agreement regardless of whether a modified or adjusted Schedule A is affixed hereto.
- 35. This Agreement constitutes the entire Agreement and understanding between the Intermediate Unit and the District concerning the Programs and Services to which it applies. It supersedes and repeals all prior or contemporaneous agreements and understandings, written or oral, on this subject. Any modification to this Agreement shall be in writing executed by the legal representatives of the parties.

NORTHEASTERN EDUCATIONAL INTERMEDIATE UNIT

ATTEST: _____

BY: _____
NEIU Executive Director

WYOMING VALLEY WEST SCHOOL DISTRICT

ATTEST: _____

BY: _____

**NORTHEASTERN EDUCATIONAL INTERMEDIATE UNIT
RESOLUTION**

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

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

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

BE IT THEREFORE RESOLVED that the attached contract(s) with *NEIU* for provision of special education programs and services as specified therein are hereby approved for the 2026-2027 school year and thereafter until expiration in accordance with the terms thereof.

WYOMING VALLEY WEST SCHOOL DISTRICT

By:

Board President

ATTEST:

Board Secretary

Date: _____



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

Dr. Kathleen Soffile
Executive Director

Kelly Dickey
Special Education Director

| | <u>26/27 Estimated Costs</u> | |
|--------------------|----------------------------------|---|
| Life Skills | 41,183.21 | |
| MDS | 33,024.87 | |
| Emotional Support | 42,759.07 | |
| Autism | 43,241.57 | |
| SOAR | 45,540.10 | |
| STRIVE | 36,769.92 | |
| IU Works | 50,577.42 | |
| SOAR 2.0 | 48,896.90 | |
| OT | 135.69 | * |
| PT | 161.07 | * |
| Speech | 160.48 | * |
| Hearing | 163.03 | * |
| Vision | 176.71 | * |
| Center Based Costs | 14,504.49 | |

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

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this fifteenth day of May, 2026 between **WYOMING VALLEY WEST SCHOOL DISTRICT** of Kingston, Pennsylvania (“District”) and **LUZERNE INTERMEDIATE UNIT NO. 18** of 368 Tioga Avenue, Kingston, Pennsylvania (“IU”). In consideration of the promises and covenants contained in this agreement, and intending to be legally bound, the parties agree as follows:

Responsibility of the IU

1. During the 2026-2027 school year, as determined by the school calendar adopted by the Board of Directors of the District, the IU shall provide and operate the programs and services enumerated in “Schedule A” attached hereto. For purposes of this agreement, the phrase “programs and services” shall mean the following:

a. Professional or paraprofessional staff in such numbers and with such certification, licensure, or training as is required to implement this agreement in accordance with all applicable provisions of state and federal law in effect on the above date;

b. Supervision, administration, classroom management, and evaluation of all professional and paraprofessional staff used to implement this agreement;

c. Provision of such supplies, equipment, and material, including furniture and assistive technology, as is necessary to implement this agreement and for which the IU incurs or has incurred actual costs, including rental costs, provided, however, that supplies, equipment, and materials that are used exclusively by one student and are not essential to the general operation of the program or service shall remain the responsibility of the district in which the student resides.

d. Curriculum development and provision of such in-service programs, training, and mentor programs to IU staff as the IU deems necessary to implement this agreement in accordance with state and federal law and the terms of any applicable labor agreements to which the IU is party;

e. Administrative and clerical support services from departments or programs within the IU other than the special education department, when required in the judgment of the IU for the effective and efficient implementation of this agreement, provided, however, that any portion of the unit cost for any program or service attributable to such administrative or clerical support services shall be equal to the applicable indirect cost rate, if any, established by state or federal law in effect on the above date;

f. Such classroom space and other facilities as are required to implement this agreement in accordance with state and federal law in effect on the above date, to the extent that the program or service is provided or operated in a center that is not owned or leased by the District;

g. Provision of criminal background information on all individuals for whom such information is required by Section III of the Public School Code of 1949, 24 P.S. 1-111.

2. The IU shall ensure that the programs and services provided in accordance with paragraph 1 comply with all requirements of state and federal law in effect on the above date, to the extent that such compliance does not depend on the performance or actions of the District, the Commonwealth or federal government, or any other individual or entity beyond the control of the IU. When compliance with the requirements of the state or federal law, including the provision of a free appropriate public education, depends upon the performance, actions, or cooperation of the District, the IU shall make every effort to advise the District accordingly.

3. On or before July 1, 2026, and annually thereafter on or before May 15 for each ensuing year that the parties renew this agreement, the IU shall establish and shall notify the District in writing of the unit cost of each program or service enumerated in or added to Schedule A for the ensuing year. The IU shall base the unit cost for a program or service on the actual cost that the IU estimates it will incur to provide the program or service in accordance with paragraph 1 during the term of this agreement or any renewal year. These estimated unit costs shall be incorporated into Schedule A and shall thereby be incorporated into this agreement. For purposes of this agreement, the term "unit cost" shall mean:

a. The total, actual cost incurred by the IU for the year in question for the program or service as described in paragraph 1, for which the IU will not receive state or federal funding, divided by the number of ADM's (Actual Daily Memberships), hours or students on the class list or caseload of a program or service;

b. The total, actual cost incurred by the IU for the year in question for the program or service multiplied by the total program or service required by the District. Schedule A, however, is for budgetary purposes. The final charges to the local districts will be based on the final total actual cost incurred by the IU for the year in question for the program or service as described in Paragraph 1 for which the IU will not receive state or federal funding divided by either the number of students on the assignment list for nursing services, and Learning Support Services at WB CTC and West Side CTC; or the number of ADM's (Actual Daily Memberships) for Emotional Support, Physical Support, Autistic Support, Life Skills Support, Multi Handicapped Support, Hearing Impaired Support (classroom), or the number of sessions assigned for Visually Impaired Support Itinerant students, Hearing Impaired Support Itinerant students, Speech Therapy Support students in IU run Special Education classes, and Physical Therapy, and Occupational Therapy Support services; or the number of Learning Support Classes or Speech Therapists provided to a local district; or the percentage of the actual cost of providing Psychological Services to the local district not provided by federal funding.

4. The IU may adjust upward or down the unit cost for each program or service enumerated in Schedule A to reflect those material or significant changes in the actual costs incurred by the IU to date. The IU shall furnish the District with written notification of this adjustment in the form of a modified Schedule A, which shall become part of this agreement.

5. The District shall pay the Intermediate Unit the amounts specified on the billing statements. The billing schedule shall consist of a yearly amount payable in 12 equal monthly payments, payable on the first day of each month beginning with July 1, 2026.

6. Upon the close of the term of this agreement and upon the conclusion of any renewal year thereafter, the IU shall calculate the total, actual cost that it incurred in the implementation of this agreement, other than those costs for which the IU received state or federal funding. On or before October 15, the IU shall issue a statement containing the total thus calculated and the total payments received from the District in accordance with this agreement during the preceding year. If the amount expended is greater than the amounts received from the District, the statement shall include a bill for the difference. If the amount is less than the amounts received from the District, the statement shall so indicate, and the IU shall reimburse the difference to the District or shall credit the difference to amounts due for programs and services in the then-current year.

7. For those programs or services provided or operated in regular school facilities, the IU shall follow the calendar and schedule adopted by the Board of Directors of the district in which the program or service is located.

Responsibilities of the District

8. On or before **March 31, 2027**, the District shall identify those programs and services that the IU will operate in accordance with this agreement. This commitment shall be reflected in Schedule A and shall become part of this agreement. For any renewal year, the District shall commit, in the form of a revised Schedule A, on or before the **March 31** immediately preceding renewal. The revised Schedule A shall become a part of this agreement.

9. The District shall pay the IU the amounts specified on the billing statements issued in accordance with paragraph 5. For payments not received by the IU within 10 days of the schedule date specified in paragraph 5, the District shall pay an additional amount equal to 6% per Annum.

10. In addition to the payments required by paragraph 9, the District shall provide the following for programs or services located in facilities owned or leased by the District:

a. Classroom and other space comparable in size and condition to classrooms within the District to which non-exceptional students are typically assigned and which is located in reasonable proximity to the regular ebb and flow of building activities, unless the identified needs of the students assigned to the program or service require otherwise;

b. Compliance with all applicable provisions of the Asbestos Hazard Emergency Response Act of 1986 and its implementing regulations, including preparation and maintenance of a management plan covering the building;

c. Compliance with accessibility and other applicable building standards under any state or federal law in effect on the above date, including but not limited to Section 504 of the Rehabilitative Act of 1973 and its implementing regulations, the Americans with Disabilities Act and its implementing regulations, the Pennsylvania Human Relations Act and its implementing regulations, and Act 166 of 1988;

d. Assistance, cooperation, and participation of District staff in the development and implementation of adaptations and support services necessary to enable students assigned to the program or service to participate to the maximum extent possible in mainstream or integrated educational or extracurricular activities;

e. Regular education support and ancillary services including but not limited to such nursing, counseling, library, physical education, food custodial, and maintenance services and such mainstream instruction as is necessary to meet the needs of the students assigned to the program or service;

f. Application of building or district discipline and student conduct policies in a manner consistent with state and federal laws applicable to exceptional students in effect on the above date.

11. Also in addition to the payments by paragraph 9, the District shall provide the following:

a. Such action or cooperation as is required to ensure that the District residents who participate in or are assigned to a program or service provided or operated in accordance with this agreement receive a free appropriate public education in accordance with all state and federal laws in effect on the above date:

b. Participation in, and commitment of classroom space consistent with, and IU-administered fair share plan in accordance with Section 342.46 (c) of the regulations of the Pennsylvania Department of Education, 22 Pa. Code 342.46 (c).

c. Provision of such legal or advisory services and representation as are necessary to support the appropriateness of the evaluation, classification, program, or placement of District residents who participate in or are assigned to a program or service provided or operated in accordance with this agreement, when evaluation, classification, program, or placement is challenged through due process, provided, however, that nothing in this paragraph shall require the District to pursue due process or other legal proceedings in place of an amicable or mediated settlement;

d. Such programs or services as are required to implement the recommendations of an IEP team or the order of a hearing officer, appeals panel, or court, to the extent that the program or service is beyond the scope of programs and services enumerated in Schedule A.

12. The obligation of the District to make payments in accordance with paragraph 9 is not contingent upon the receipt of funding from the Commonwealth, the federal government, or any other source. The IU shall, however, take all reasonable steps to assist the District to obtain funding.

MDE and IEP Responsibilities

13. The District, in cooperation with the IU, shall remain responsible for the multidisciplinary evaluation and reevaluation (MDE) and IEP development and revision processes for exceptional or thought-to-be exceptional students who reside within the District and are serviced by the IU. The availability of psychological and other diagnostic personnel provided by the IU in accordance with Schedule A shall be determined by a work schedule established by the District and the IU in light of service purchased by the District. The IU shall make appropriate members of its staff available at reasonable times and locations for participation as needed in MDEs and IEP planning conferences. The district shall provide the IU staff with adequate notification and an opportunity to participate in the development of MDEs and IEPs. Nothing in this paragraph, however, shall require the IU to make available any staff member not directly involved in the provision of programs or services in accordance with this agreement. The District and the IU shall adhere to all recommendations of the IEP team to the extent that implementation of those recommendations is within the scope of the programs and services enumerated in Schedule A. In the event the recommendations of the IEP team require the provision of programs, services, accommodations, or support not within the scope of the programs and services enumerated in Schedule A, but are available through the IU, such provisions will be determined and reflected in a revised Schedule A. It is understood that the Luzerne Intermediate Unit will provide the related Itinerant Services to students from its member school districts that are enrolled in Luzerne Intermediate Unit Programs.

Duration, Renewal, and Termination of Agreement

14. This agreement shall take effect on July 1, 2026, and shall remain in full force and effect, subject to adjustments in accordance with paragraphs 4 through June 30, 2027.

15. This agreement shall renew automatically for one year commencing July 1, 2026, and from year to year thereafter, unless the IU receives written notice of non-renewal on or before the **March 31** immediately preceding the renewal year. If the district fails to provide timely notice of non-renewal in accordance with this paragraph, this agreement shall renew, at the option of the IU, for the ensuing year beginning July 1 and shall terminate effective June 30 of the next year.

16. If the termination or non-renewal of this agreement necessitates the suspension of professional employees employed by the IU, and the District continues to operate the programs or services affected by the termination or non-renewal, the rights of the suspended professional shall be governed by the provisions of Section 1113 of the Public School Code, 24 P.S. 11-1113.

Liability

17. The IU agrees to indemnify, defend, and hold harmless both the District and any director, officer, agent, or employee of the District against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this agreement or from the maintenance or operation of any equipment or vehicles provided or used by the IU under the terms of this agreement. The IU shall maintain sufficient liability insurance for this purpose in amounts not less than \$500,000 per incident or occurrence and shall provide the District with evidence of this coverage on demand.

18. The District agrees to indemnify, defend, and hold harmless both the IU and any director, officer, agent, or employees of the IU against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional, or support staff of the District or from the maintenance, use, or operation of any real property, equipment, or vehicles. The District shall maintain sufficient liability insurance of this purpose in amounts not less than \$500,000 per incident or occurrence and shall provide the IU with evidence of this coverage on demand.

19. None of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this agreement shall be considered employees or agents of the District for any purpose, and none of the administrative, professional, paraprofessional, or support staff of the District shall be considered employees or agents of the IU for any purpose. The IU agrees to indemnify, defend, and hold harmless the District against all claims, damages, losses or penalties resulting from any determination, whether judicial, administrative, or otherwise, that any of the foregoing staff members provided by the IU under the terms of this agreement is an employee or agent of the District. The District agrees to indemnify, defend, and hold harmless the IU against all claims, damages, losses, or penalties resulting from any determination, whether judicial, administrative, or otherwise, that any of the foregoing staff members provided by the District under the terms of this agreement is an employee or agent of the IU.

20. This agreement is intended to and shall be construed as consistent with all applicable state and federal laws in effect on the above date, including the Individuals with Disabilities Act and its implementing regulations, the Rehabilitation Act of 1973 and its implementing regulations, Titles VI and IX of the Civil Rights Act of 1964 and their implementing regulations, the Family Education Rights and Privacy Act and its implementing regulations, the Pennsylvania Public School Code of 1949, Chapters 14 and 15 of the regulations of the State Board of Education, and Chapter 342 of the standards of the Pennsylvania Department of Education. To the extent that the law is construed as inconsistent with the language of this agreement, the law shall supersede the language as the Intergovernmental Agreement expression of the parties' intent and may be enforced as such.

21. Modifications to or adjustments in Schedule A as permitted or required by this agreement shall in all cases be made in writing executed by a representative of the parties and shall become part of this agreement regardless of whether a modified or adjusted schedule is affixed hereto.

22. This agreement constitutes the entire agreement and understanding between the IU and the District concerning the programs and services to which it applies. It supersedes and repeals all prior or contemporaneous agreements and understandings, written or oral, on this subject. Any modification to this agreement shall be in writing executed by the legal representatives of the parties.

LUZERNE INTERMEDIATE UNIT NO.18

SIGN BELOW

Attest: _____ by: _____

LIU 18 Secretary of the Board

LIU 18 Board President

WYOMING VALLEY WEST SCHOOL DISTRICT

SIGN BELOW

Attest: _____ by: _____

School District Secretary of the Board

School District Board President



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 \$199.00 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 2026/2027 school year and ending the last day of the 2026/2027 school year, including Extended School Year (ESY) if eligible with appropriate ESY billing rate. (\$105.00/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. Charles Suppon, Jr. (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 option 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 district's 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: _____

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

Date: _____

cc: Lindsay Bower – Education Director; Ms. Summer Krochta – VP of Programs; Ms. Shari Vivian – 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 behavioral components 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 \$199.00 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 on the first day of the 2026/2027 school year and ending the last day of the 2026/2027 school year including Extended School Year (ESY) if eligible with appropriate ESY billing rate. (\$105.00/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 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 option 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 district's 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 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.

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

Date: _____

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

Date: _____

cc: Lindsay Bower – Education Director; Ms. Summer Krochta – VP of Programs; Ms. Shari Vivian – 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, 2026, 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.



EDUCATIONAL SERVICES AGREEMENT

This Educational Services Agreement (“Agreement”) dated this 1st day of June 2026, between, Wyoming Valley West School District(hereinafter referred to as the “District”)and New Story Schools, located at 1150 Wyoming Avenue Wyoming PA 18644, (hereinafter referred to (“Provider”). District and Provider may be individually referred to as “Party” or collectively referred to as the “Parties.”

WHEREAS, it is the desire and intent of the District to contract with Provider to receive certain educational and related services for certain identified students 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 students 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. **Term.** This Agreement shall be in effect from August 1, 2026 through July 31, 2027, unless terminated earlier pursuant to the terms of this Agreement.
2. **Services.** The District agrees to purchase from Provider educational and related service as described in the individualized educational plan (“IEP”), and any revisions thereto of certain identified resident student(s) of the District. Provider shall provide the educational and related services described in the IEP of the student(s), and any revisions thereto, in accordance with all applicable federal and state laws, including, but not limited to, the Individuals with Disabilities Education Act (“IDEA”) and Section 504 of the Rehabilitation Act of 1973. Provider agrees to participate in IEP and multi-disciplinary team (“MDT”) meetings and to cooperate in the development of evaluations. 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.
3. **Transportation.** The District will be solely responsible for the transportation of students to Provider under this Agreement in accordance with applicable law, including, but not limited to, 24 P.S. 13-1361 and 67 Pa. Code Chapter 171. Once District transportation vehicles have departed from Provider property, they are not permitted to return with students. In the event of an off-site safety concern, District transportation personnel are expected to follow the District, or the District contractor’s, established emergency procedures. These procedures should not include returning to Provider’s location. Provider is unable to provide transportation support after school hours or off-site once students have been released to the care of the District and the District’s transportation contractor. To maintain clear and consistent communication, Provider does not directly coordinate with transportation contractors. All communication should be routed through the appropriate District or designated transportation contractor. While Provider does not have a direct contractual relationship with

transportation contractors, we remain committed to working closely with our District partners to support student needs within the scope of our agreements.

4. **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 date 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.
5. **Attendance.** Provider agrees to record the student's attendance and to notify the District in writing if the student is truant as defined by the compulsory attendance law so that the District may investigate the enrollment status of the student. 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 Provider's calendar. The parties agree that the Provider 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 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, including provision of services virtually. Provider's plan to reopen after an extended closure will comply with State and Federal Law, and with Pennsylvania Department of Education guidelines and any other applicable law, regulation or governmental agency recommendations.
6. **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, or more often if so required by the student's IEP.
7. **Termination.**
 - a. This Agreement may be terminated by either Party upon twenty-one (21) calendar days written notification to the other Party.
 - b. District shall remain obligated to pay all amounts due to Provider through the enrollment termination and such obligation shall survive any termination of this Agreement.
 - c. If a student becomes hospitalized, after ten (10) consecutive days, District can dis-enroll or choose to pay the Tier 1 rate to hold the seat.
 - d. Provider reserves the right to terminate a Student's enrollment at the Provider whenever Provider determines, in its sole discretion, that Student is not benefiting from the program being offered, Provider 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 Provider is

unable to provide. Serious disciplinary infractions shall be defined at the sole discretion of Provider. However, the parties acknowledge that the Provider is designed and intended to educate students with behavioral challenges and that serious disciplinary infractions as defined by Provider 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 student 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 student's continued placement beyond the twenty-one (21) day notice would create a risk to the health, safety, or welfare of the student, 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 student on the twenty-second (22nd) day following such notice.
 - g. If the student 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. To the extent the student's school district of residence may change during the term of this Agreement, it is the District's responsibility to immediately notify Provider in writing and take affirmative action to terminate this Agreement. To the extent the student's residency status is uncertain, and/or the District is disputing residency with other districts or parties, the District remains responsible for payment through the date it notifies the Provider in writing to terminate this Agreement.
8. **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 the students shall be the foremost concern in resolving such disputes. Nothing in this section shall be construed, by either party, as a waiver of any right to legal or equitable relief consistent with section 21 of this Agreement.
9. **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 students are enrolled prior to the Department of Education's discontinuance notice. The Provider assures that it is not under suspension or debarment by the Commonwealth, any other state, or the federal government.
10. **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.
11. **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 Provider.

12. **Clearances.** Provider agrees that any individual who will be in direct contact with the District's students 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;
- f) Tuberculin testing (28 Pa Code 23.44).

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 any 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. Notwithstanding any other provision for termination in this Agreement, Provider's failure to comply with the requirements of this section shall be grounds for the District to immediately terminate this Agreement.

13. **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 Provider or any subsidiary or affiliate of Provider including, but not limited to, the Provider Representatives, to leave the employ or service of Provider or such subsidiary or affiliate, or in any way interfere with the relationship between Provider, 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 Provider, its subsidiaries or its affiliates including the Provider Representatives and for one year thereafter.

14. **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 |
| Sexual Abuse and Molestation | \$5,000,000 limit |

The insurance company(ies) issuing the policies for such insurance coverage must have

at least an A- rating from AM Best. The Provider agrees to provide the District with certificates of insurance, naming the District as additional insured. Such certificates should indicate any deductible and/or self-insured retention and stipulate that the insurance will not be cancelled while this Agreement is in effect without 30 days' prior written notice to the District. The Provider further agrees to ensure that all subcontractors it retains in connection with the services provided maintain adequate insurance coverage with respect to the services performed under this Agreement.

15. **Privacy and Confidentiality.** All information of any kind regarding the students, 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, or as otherwise required by law. 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 "education record" under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

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, it's 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 15 of this Agreement.

16. **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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **Venue.** Sole and exclusive jurisdiction for claim or suit arising from or under this Agreement shall be in the Court of Common Pleas for Luzerne County, Pennsylvania, in a non-jury format, and in no other forum.
22. **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.
23. **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.
24. **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.

25. **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:

New Story Schools
Attn: Vice President of Operations
3710 Hempland Road
Mountville, PA 17554

26. **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.

27. **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:

Provider: New Story Schools

By: _____

By: _____

Name: _____

Name: Nichole Arnold

Title: _____

Title: Vice President of Operations

Date: _____

Date: _____

SCHEDULE "A"

The rates set forth in this Schedule "A" shall apply to Students enrolled at Provider during the term of the Agreement unless agreed to in writing by the Parties set forth in the Agreement.

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

The following are the Related Services that New Story provides:
Occupational Therapy
Speech Therapy

2) Per Diem Tuition Rate for Such Services per student:

Rates vary by students based on the following pay structure:

| | |
|--------------|------------------------|
| Tier 1 Rate | \$ 385/day |
| Tier 2 Rate | \$ 440/day |
| 1:1 Staffing | \$ Tier Rate + 150/day |

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.

New Story Schools

Dear District Partner,

We are excited to begin another school year and continue working collaboratively with you to best meet the needs of our shared students. Thank you for your continued partnership and for the trust you place in New Story Schools to support your learners.

As we prepare for the 2026–2027 school year, New Story Schools in **Wyoming** will be implementing updates to our rate structure. In response to the increasing acuity and needs reflected in student referrals, we are transitioning from our current rate model to a streamlined tiered pricing structure. Enclosed with this letter is a *Tiered Program Support and Tuition Overview* that outlines the services provided at each tier, offering transparency and clarity regarding service levels for students. Additionally, we have included our *Intensive Staffing Rubric*, which is intended to support thoughtful collaboration among New Story staff, families, and district partners when considering the need for 1:1 staffing services. Together, these tools, along with student data, are designed to foster a shared understanding of services and supports being provided.

Over the past year, our solicitor has worked to update the New Story Schools district agreement to reflect feedback and requested changes shared by districts. As a result, the agreement accompanying this communication represents a standardized agreement used for all districts across the state and will not be revised on an individual district basis.

Like many organizations, New Story Schools continues to experience the effects of inflation and workforce shortages. To ensure we can maintain high-quality programming and retain skilled, dedicated staff, tuition rates have been adjusted accordingly. These updated rates will be reflected in tuition agreements for the 2026–2027 school year and are outlined below:

- Tier 1 Rate – \$385 per day
- Tier 2 Rate – \$440 per day
- 1:1 Staffing – Tier Rate + \$150 per day

Thank you for your continued collaboration and confidence in New Story Schools. We value our partnership and remain committed to providing high-quality, individualized services that support the needs of students with more complex learning profiles. We look forward to another successful school year and to continuing our shared work toward helping students develop the skills needed for successful reintegration into their district school settings.

Respectfully,

Shannon McLaughlin
Director of School and Services



Tiered Tuition & Support Overview

Tier 1: Foundational to Moderate Support

Tier 1 serves students who require structured supports but can function successfully without intensive staffing ratios. The daily tuition rate for Tier 1 includes:

- Standard to moderately enhanced classroom staffing ratios.
- Academic instruction aligned to general education standards with some individualized supports and accommodations.
- Related services delivered per IEP, typically at low frequency or consultative levels.
- Behavioral supports focused on prevention and skill building, with minimal behavior team involvement.
- Regular monitoring of academic, behavioral, and social emotional progress
- Classroom wide instruction for social, emotional and regulation programming.
- Predictable classroom routines supporting engagement and learning
- Access to program wide de-escalation protocols for unexpected situations. Behaviors requiring de-escalation are infrequent and situational and are not part of the student's routine or daily programming.

Tier 2: Intensive Support

Tier 2 is designed for students who require higher levels of structure, individualized intervention, and regular behavioral support to access learning. The daily tuition rate for Tier 2 includes:

- Enhanced staffing ratios allowing consistent adult support and supervision.
- Individualized and small group academic instruction with ongoing adjustments.
- Related services provided per IEP, typically at moderate frequency.
- Regular behavior team involvement to support behavior plans, deescalation strategies, and progress monitoring
- Small group social, emotional and regulation programming
- Planned and anticipated access to crisis intervention. Students may require periodic to frequent de-escalation support provided by classroom staff in coordination with the behavior team. -- is regularly available but not continuously assigned to one staff member.

1:1 Staffing

1:1 Staffing is for students whose needs require continuous, individualized assistance to ensure safety, regulation, and access to instruction throughout the school day. The daily tuition rate for Tier 3 includes:

- Dedicated 1:1 staffing across all school settings to support behavioral, academic, and safety needs.

- Fully individualized academic programming with real-time instructional adjustments.
- Frequent and proactive behavior team involvement, including ongoing data review and modification of individualized behavior support plans.
- Full access to related services as outlined in the IEP, often at higher frequency.
- Environmental modifications, specialized materials, sensory support, and individualized safety planning.
- Highly structured routines with continuous adult facilitation to support regulation, engagement, and independence-building.
- Immediate and continuous crisis prevention, response, and recovery embedded throughout the day. The assigned 1:1 staff member works in coordination with the behavior team to provide real-time deescalation and safety support as needed.



1:1 Staffing Decision-Making Rubric

Purpose

To determine whether a student requires **dedicated 1:1 support** for safety, regulation, learning access, or independence-building. Decisions should be:

- Data-driven
- Environment-specific
- Based on documented needs rather than diagnosis or behavior history alone
- Focused on the least restrictive environment

Domains Assessed

Each domain is rated **0-3**.

A total score of **11 or above** typically triggers an IEP team discussion for 1:1 staffing consideration.

Domain 1: Safety, Behavior & Supervision Needs (0-3)

This domain assesses the student's ability to remain safe, regulate behavior, and function within the school environment with appropriate levels of adult supervision. Ratings reflect the frequency, intensity, and duration of behaviors that impact safety for the student and others, as well as the level of staff intervention required. Consideration is given to the student's ability to follow routines, respond to redirection, remain with their assigned group or area, and recover following behavioral incidents. Higher scores indicate increased safety risks, more significant behavioral challenges, greater disruption to instruction, and a need for intensive or continuous adult support.

Higher scores indicate increased reliance on continuous, individualized adult support to prevent harm to the student or others, maintain behavioral stability, and sustain access to instruction.

| Score | Indicators |
|---------------------|--|
| 0 - Low | No safety concerns; follows routines; can remain with group without close supervision; behavior stable; minimal intervention; utilizes universal supports |
| 1 - Mild | Occasional reminders needed to maintain safety; occasional impulsivity but easily redirected; minimal challenging behaviors managed by 1-2 staff members for safety when needed |
| 2 - Moderate | Frequent reminders needed to maintain safety; frequent elopement attempts (1-2 per day) from the classroom or once per week to leave the building; physical impulsivity; challenging behavior episodes lasting several minutes such as aggression and self-injury that require frequent intervention from the behavior team (minimum 2 people); Disruption to classroom peers interfering with instruction |
| 3 - High | Severe, frequent safety risk requiring continuous adult presence within arm length to prevent injury to self or others; 3-5 episodes per hour lasting 5 or more minutes per episode; recovery time of at least 10 minutes; behaviors resulting in tissue damage to student, staff, or peers |

Domain 2: Academic & Instructional Access (0-3)

This domain evaluates the student's ability to access and engage in academic instruction with varying levels of instructional support. Ratings reflect the level of adult prompting, group size, and instructional scaffolding required for the student to participate meaningfully in learning activities, as well as the student's stamina for sustained engagement. Consideration is given to the student's independence, responsiveness to prompts, ability to work within whole-group or small-group settings, and need for individualized, continuous support to access curriculum and instruction. Higher scores indicate increased dependence on adult support to maintain engagement and complete academic tasks.

Students scoring at the highest level in this domain demonstrate an inability to access instruction without continuous, individualized adult support, which may necessitate IEP team discussion regarding 1:1 staffing to support academic engagement and instructional access.

| Score | Indicators |
|---------------------|---|
| 0 - Low | Independently accesses instruction with minimal support; engages in instruction at least 20 minutes independently; Does not require related services |
| 1 - Mild | Needs occasional small-group support (3-4 peers); can complete tasks with minimal prompts; engages in instruction at least 10 minutes consecutively; Minimal access to related services at 30 minutes or less per week |
| 2 - Moderate | Requires prompting and frequent small-group support (1-2 peers) during academic instruction times; engages in instruction at least 5 minutes consecutively; Regular access to related services at 45 minutes or less per week |
| 3 - High | Cannot access learning without continuous, individualized, moment-to-moment instructional support; Frequency access to related services at 60 minutes or less per week |

Domain 3: Communication Skills (0-3)

This domain evaluates the student's ability to effectively communicate wants, needs, and understanding within the school environment, using verbal language and/or augmentative and alternative communication (AAC) systems. Ratings reflect the level of adult facilitation required to support expressive and receptive communication and the extent to which communication challenges impact learning, behavior regulation, and participation in school routines. Consideration is given to the student's independence in using communication systems, responsiveness to prompts, and whether breakdowns in communication contribute to challenging behaviors.

Students demonstrating significant communication barriers that require continuous facilitation to prevent challenging behavior may be unable to safely or effectively participate in instruction without dedicated adult support.

| Score | Indicators |
|---------------------|---|
| 0 - Low | Communicates independently (verbal or AAC) |
| 1 - Mild | Some communication deficits; occasional prompting needed |
| 2 - Moderate | Significant expressive or receptive challenges that contribute to behaviors or learning barriers. |
| 3 - High | Requires continuous facilitation of a communication system to prevent challenging behavior |

Domain 4: Independence & Self-Management Skills (0-3)

This domain assesses the student's ability to independently manage daily school routines, transitions, self-care, and engagement in work and leisure activities. Ratings reflect the degree of adult prompting, supervision, and support required for the student to function throughout the school day, as well as the student's stamina, regulation, and need for breaks. Consideration is given to how cognitive, behavioral, or physical needs impact the student's capacity to initiate, sustain, and complete tasks without adult assistance.

Students demonstrating limited independence across routines, transitions, self-care, and work engagement, coupled with frequent break requirements, may be unable to safely and effectively participate in the school day without continuous adult support.

| Score | Indicators |
|---------------------|---|
| 0 - Low | Independent with routines, transitions, and self-care for age; can independently engage in leisure skills for at least 15 minutes; requires minimal breaks throughout the day from work tasks |
| 1 - Mild | Requires occasional supervision during routines, transitions, and self-care; can independently engage in leisure skills for at least 10 minutes; requires at least 1 break every 30-60 minutes throughout the day from work tasks |
| 2 - Moderate | Requires visual supervision at all times during the school day; requires structured prompting for routines, transitions, and self-care; can independently engage in leisure skills for at least 5 minutes; requires at least 1 break every 15-30 minutes throughout the day from work tasks; requires health-related monitoring due to medical needs (i.e., diabetes, seizures) |
| 3 - High | Requires direct adult support within arm's reach for all transitions, routines, and self-care tasks due to cognitive, behavioral, or physical needs; requires at least 1 break every 5-15 minutes throughout the day from work tasks; requires intensive health-related monitoring by a contracted medical professional during the school day |

Decision Guidelines Based on Total Score

| Total Score | Recommendation |
|--------------------|---|
| 0-3 | 1:1 not indicated; classroom and Tier 1/2 supports sufficient. |
| 4-7 | Review existing supports; consider Tier 2/3 staffing adjustments; not supported for 1:1. |
| 8-10 | Strong indication for Tier 3 and possible 1:1 during specific parts of the day; Collect additional data to determine if 1:1 support is needed for full day (See below under trial period) |
| 11-12 | Student likely requires full-time 1:1 support, pending team review and data verification. |

Additional Criteria That MUST Be Considered:

A student should not receive 1:1 solely because of:

- Disability label
- Parent requests without supporting data
- Past placement where 1:1 was provided
- Staffing convenience
- Academic delays without safety or behavioral barriers

A 1:1 is indicated when:

- Without support, the student or others are unsafe or unable to access education
- Data shows classroom staff cannot safely or effectively meet needs
- The support will promote—not hinder—independence

Required Data Before Assigning a 1:1

Teams should review:

- Incident reports (frequency, intensity, duration)
- Behavioral data (ABC data, progress monitoring, reinforcement schedules)
- Related service assessments
- If applicable, VBMAPP Barriers assessment or EFL Essential 8 assessment
- Functional Behavior Assessment (if available)
- Observations in class, transitions, and unstructured settings
- Evidence of attempted interventions (group support, visual schedules, behavior plan, sensory plan)

Trial Period Requirement

If the rubric suggests potential need for a 1:1:

- Collect structured data daily
- Implement a 15-day trial
- Review: increased independence? improved safety? access to learning?
- Determine if support should remain full-time, be modified, or be faded

Example Documentation Statement (for IEP)

“Over the last 15 instructional days, the student has averaged 27 aggression incidents per day, including hitting, biting, and throwing objects. Self-injurious behaviors occurred 12–18 times per day, including head banging requiring protective blocking. The student attempted to elope 19 times over 15 days, including two building exit attempts. Instructional engagement averaged 14% without 1:1 prompting and required continuous AAC modeling. Due to the frequency, intensity, and unpredictability of these behaviors—as well as the student’s inability to access instruction without individualized support—a 1:1 staff member is required for safety, regulation, learning access, and implementation of the IEP and PBSP.”

**Special Education Services Agreement
Specialized Education of Pennsylvania, Inc.
With Wyoming Valley West School District
for
2026-2027 School Year at Graham Academy**

This agreement is effective August 1st, 2026 (“Effective Date”), between Specialized Education of Pennsylvania, Inc. (“SESI”) that owns and operates Graham Academy, an approved nonpublic, private special education school in Pennsylvania and Wyoming Valley West School District located at 450 North Maple Avenue, Kingston, Pennsylvania, 18704, United States (referred to herein as “District,” even in instances where the counterparty refers to itself as “Board”) (“Agreement”).

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

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

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

WITNESSETH

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

1. Services. The District may from time to time refer students to be enrolled in the School (hereinafter referred to as “Student” or “Students”) and to receive related services as set forth in the Students’ IEP (collectively the “Services”). The School will provide classroom and related services to enrolled Students with a POD/Autism Spectrum diagnosis or SED classification. District will provide the School with all necessary student records, documents, and IEPs, necessary to effectively deliver the Services.
2. Term and Termination. The term of this Agreement will begin on August 1st, 2026 and end on July 31, 2027 unless otherwise extended in writing by the parties (“Term”). Either party, upon fifteen (15) days written notification to the other party, may terminate this Agreement at any time. Upon termination, District will pay SESI for Services rendered up to and on the date of termination.
3. Fee. The District will pay SESI for the Services according to the fee schedule on Schedule 1 (hereinafter collectively referred to as “Fees”) for the days Student is enrolled in the School and Services, including related Services (defined below), provided. The Student-specific Services delivered are pursuant to each Student’s IEP. If the referred Student’s IEP requirements change during the Term, the Fees for Services will change. The School will automatically adjust Fees, upon receipt of the revised and approved Student IEP from the District.

4. Related Services. In the event the IEP Team determines at any time that this child requires additional interventions, the District agrees to pay for such related Services, at the rates described in the Schedule 1, attached hereto.
5. Distance Learning. When due to government or District mandated actions (directly or through its board of education) preventing SESI from conducting in-person classes, SESI may deliver, in consultation with the District, the Services, in whole or in part, via distance learning to the extent practicable, using programs, systems, teaching techniques, diagnostic tests, evaluation, academic courses and materials adapted for distance learning at the level of service reasonably practical under the same circumstances, at the fees, rates and payment schedules as set forth in this Agreement.
6. Student Identification and Assignment. The District will assess and refer those students whose academic status makes them eligible for transfer to the School. Prior to accepting identified students for enrollment, the School will determine whether it has the capabilities and resources to serve the Students and meet the needs of the Student IEPs. The District agrees that Student enrollment will be reviewed periodically by the School and the District.
7. Parent, Guardian or Kinship Caregivers Consent. The District will assist SESI in obtaining the written consent of Student's parents, guardians, or kinship caregivers for the Student enrollment in the School; release of Student records including the Student's prior rate of attendance, grade level when referred to the School, number of times retained, academic performance record on all tests administered by the District, and the number of classes passed/credits earned; emergency medical care, drug testing, Student participation in media releases; and any other matter for which consent is required.
8. General Supervision of Services. The District or its designated representatives have general supervision over the Services, the right to approve such Services and the right to make changes to the Services in accordance with the terms of a Student's IEP. SESI will maintain records of the Services during the term of this Agreement. Such records shall be consistent with any guidance or standards developed by the District or the Pennsylvania Department of Education. The District or the Pennsylvania Department of Education may conduct announced and unannounced site visits and to review all documents relating to the provision of special education services to the Students during hours that are least disruptive to the daily operation of the School.
9. Invoicing and Payment. SESI will invoice the District monthly for Services rendered by the 15th day of the following month in which Services were provided. All invoices are due and payable within thirty (30) days of receipt. The District agrees to pay SESI the Fee during the Term regardless of the actual attendance of the Student.
10. Compliance with Applicable Laws. SESI represents it complies with applicable laws and regulations governing the Services. SESI will deliver Services in compliance with Pennsylvania Department of Education regulations applicable to nonpublic, private schools.

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

15. Notwithstanding any other provision, the total liability of SESI for all claims under this Agreement is limited to the lesser of the total amount of fees paid to SESI under this Agreement or \$100,000. Neither SESI nor the District shall in any event be liable for any indirect, consequential, or punitive damages, even if SESI or District have been advised of the possibility of such damages.
16. Disputes and Investigations. In the event that any action, suit, proceeding or investigation relating to this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense. In the event any dispute arises out of this Agreement, the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the referred Student shall be of the foremost concern in resolving such disputes.
17. Assignment. No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that SESI may assign this Agreement or any duty or obligation or performance or payment hereunder to a subsidiary or affiliate of SESI or any entity acquiring all or substantially all of the stock, equity or assets of SESI.
18. Notice. Any notice required to be given under this Agreement shall be in writing and shall be duly served when it is (i) hand delivered to the addresses set out below, (ii) deposited, duly registered or certified, return receipt requested, in a United States Post Office, or (iii) via overnight delivery, to the party at the following addresses:

| For the District | For SESI |
|---|--|
| <p>Wyoming Valley West School District 450 North Maple Avenue, Kingston, Pennsylvania, 18704, United States Attention: Marya Baratta</p> <p>E mail address: mbaratta@wvwsd.org</p> | <p>Carol McGrane Regional Director, Graham Academy 1 Institute Lane Kingston, PA 18704 Phone: 570-283-0641 Fax: 570-283-1643 carol.mcgrane@sesischools.com With a copy to SESI General Counsel at PO Box 444 Elmsford NY 10523</p> |

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

19. Governing Law. This Agreement shall be construed, interpreted, and governed by the laws of Pennsylvania.
20. Independent Contractor. The relationship between the District and SESI shall be that of principal to independent contractor, and the employees of one shall not be deemed employees of the other

for any purpose whatsoever. Each party shall maintain during the term of this Agreement such disability and worker's compensation insurance for its respective employees and staff as is required by law. Each party shall indemnify and hold harmless the other against any claim or demand made by employees or staff of the indemnifying party against the other based on rights or privileges applicable to employees of the other. Each party shall be solely responsible for the hiring, training, and termination of its own employees and contractors.

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

[SIGNATURES ON NEXT PAGE]

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

Wyoming Valley West School District

Name: _____

Title: _____

Date: _____

Specialized Education of Pennsylvania, Inc.

David D. Wood
David D. Wood (May 11, 2026 11:48:40 EDT)

Name: David D. Wood

Title: SVP

Date: May 11, 2026

Schedule 1
Graham Academy Fee Schedule 2026-2027

| Tuition Rate | Per Day |
|-------------------------------|--|
| Regular School Year | \$329.00 |
| Extended School Year | \$213.00 |
| | |
| Related Services | Session Fee (Session = 60 minutes) |
| Occupational Therapy Direct | \$171.00 per session |
| Physical Therapy Direct | \$171.00 per session |
| Speech & Language Direct | \$171.00 per session |
| 1:1 Aide | \$233.00 per day |
| | |
| Additional Services | Per Hour (unless otherwise specified) |
| Behavior Specialist | \$146.00 |
| Behavior Intervention Program | \$61.00 |
| Professional Counseling | \$123.00 |
| Toilet Training Assistance | \$50.00 per day |
| Menstrual Care Assistance | \$184.00 (per month when student requires) |



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

Tara Pisano
Business Manager

Joseph DeLuca
Administrative Services

Ty Yost
Assistant to the Executive
Director for District Services

Nicholas Audi
Human Resources
and Policy

Jennifer Runquist
Behavioral Health

Partial Agreement 2026-2027 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.

LUZERNE COUNTY ASSESSMENT OFFICE
Kristin L Montgomery, CPE
Director of Assessments



LUZERNE COUNTY
Romilda P. Crocarno, ESQUIRE
County Manager

COUNTY of LUZERNE
P E N N S Y L V A N I A
ESTABLISHED 1786

May 18, 2026

Wyoming Valley West School District
Robert Kachurak
450 N Maple Ave
Kingston, PA 18704

Dear Board Members,

Request is hereby made for a refund of paid taxes for the year 2024 by the following property owner:

DIRA Realty LLC
343 Chester Street
Kingston, PA 18704

Pin# 34-H9NE1-011-046

Reason for refund: Court Order# 2024-13101. The amount due to DIRA Realty LLC
is \$ 11,841.03

Sincerely,

DIRECTOR OF ASSESSMENTS
LUZERNE COUNTY ASSESSOR'S OFFICE
Kristin L. Montgomery, CPE
Director of Assessments
kristin.montgomery@luzernecounty.org

Annex Building
153 North River Street
(Mailing Address 200 North River St.)
Wilkes Barre, PA 18711
Telephone: 570.825.1540 ~ ~ Fax 570.825.1763

Year 2024

Name DIRA Realty LLC
Mailing Address 343 Chester Street Kingston PA 18704
PIN# 34-H9NE1-011-046

Property Location 57 S Goodwin Street Kingston
Reason Court Order# 2024-13101
Account# 100.20.4137.590.14

| | Original A/V | New A/V | Difference | Milleage | Total | Discount | Refund |
|-----------|--------------|---------|------------|----------|-----------|----------|--------------|
| County | N/A | | | | | | |
| Municipal | N/A | | | | | | |
| School | 791,700 | 137,900 | 653,800 | 18.4807 | 12,082.68 | 98.00% | \$ 11,841.03 |

Bill# Total \$11,841.03

Invoice#

Calculated by: _____



Order

Order Number Q-1462003-2
 Expiration Date 6/3/2026

Billing Entity Hudl, Inc.
 600 P Street, Suite 400
 Lincoln, NE 68508

Address Information

| | | | |
|---------------|---------------------------------|---------|---------------------------------|
| Customer Name | Wyoming Valley West High School | Ship To | Wyoming Valley West High School |
| Bill To Email | ngill@wvwsd.org | | Nicholas Gill |
| Bill To | 150 Wadham St | | ngill@wvwsd.org |
| | Plymouth, Pennsylvania | | 5707795361 |
| | 18651-2199 | | 150 WADHAM ST |
| | United States | | PLYMOUTH, PA 18651 |
| | | | US |

Terms

| | | | |
|---------------------|----------|-------------------|---------------|
| Contract Start Date | 7/2/2026 | Billing Frequency | Annual |
| Contract End Date | 7/1/2028 | Payment Terms | Net 90 |
| | | Payment Method | Wire Transfer |

Total Contract Value: USD 25,000.00
 Year 1: USD 12,500.00
 Year 2: USD 12,500.00

Fan Experience

Revenue Share % 60
 Ticketing Rebate % 20

Product and Services

Year 1

- 1 - Hudl Package - Level 2
 - 1 - Hudl Silver+ Org Access
 - 2 - FastDraw Basketball
 - 1 - Playtools
 - 1 - Focus Exchange Network
 - 1 - Registration
 - 1 - Hudl Tickets
 - 1 - Focus Indoor Software

- 1 - Focus Outdoor Software
- 1 - Hudl Streaming
- 1 - Hudl Gold+
- 1 - Hudl Sideline Premium
 - 1 - Hudl Sideline Premium Software
 - 1 - Hudl Sideline Premium Hardware Kit
- 1 - Focus Flex
 - 1 - Focus Flex Software
 - 1 - Focus Flex Hardware Kit
- 1 - 4G
- 1 - Manfrotto Tripod

Year 2

- 1 - Hudl Package - Level 2
 - 1 - Hudl Silver+ Org Access
- 2 - FastDraw Basketball
- 1 - Playtools
- 1 - Focus Exchange Network
- 1 - Registration
- 1 - Hudl Tickets
- 1 - Focus Indoor Software
- 1 - Focus Outdoor Software
- 1 - Hudl Streaming
- 1 - Hudl Gold+
- 1 - Hudl Sideline Premium Software
- 1 - Focus Flex Software
- 1 - 4G

Total Price: USD 25,000.00

Authorized Signature

| | |
|------------|------------|
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

Do you require a Reference Number on the Invoice?
 Select...

Do you need to reference a specific number on the invoice for payment processing (such as a purchase order number)? If you know you will need something referenced, but do not have the specific answer yet, please fill in the letters TBD.

Reference Number

Terms and Services

- 1 This Order and Organization's purchase and use of the Products described on this Order are governed by the signed agreement in place between the parties, or, if no such agreement exists, the Organization Terms found at www.hudl.com/eula
- 2 The Invoice for the Year 1 amount will be sent either 30 days before the start date indicated above or once the Order is executed by both parties (whichever is later). Additional invoices will be aligned with the annual billing dates for the remainder of the Subscription Term.
- 3 Prices shown above do not include any taxes that may apply; any such taxes are Organization's responsibility. Tax-exempt Organizations must provide a copy of their certificate of exemption to Hudl. This is not an invoice.
- 4 If this Order is returned to Hudl after the start date indicated above, Hudl may adjust the start and end dates to reflect the actual dates of service without changing the total days of service or price. Any Hudl products currently used or purchased by Organization, including those listed above, will remain effective for the remainder of the current Subscription Term.
- 5 Organization's access to or use of the Hudl Registration Services is subject to the Hudl Registration Terms, available at <https://www.hudl.com/legal/agreements/registration-terms>
- 6 Organization's use of the Hudl Ticket Services is governed by the Hudl Ticket Terms, found at <https://www.hudl.com/legal/agreements/hudl-ticket-terms>

WWV School Resource Officer Agreement

By and Between

West Side Regional Police Department

and

Wyoming Valley West School District

ARTICLE I

PURPOSE

A. It is the intent and purpose of this Agreement to provide the services of a School Resource Officer (“SRO”) by the West Side Regional Police Department (“Department”) to the Wyoming Valley West School District (“School District”) for the placement of said SRO at the State Street Elementary School (“School”). The term of this Agreement shall commence on January 1, 2026 and end on December 31, 2027.

B. It is expressly agreed and understood that the School District and the Department shall not be bound hereby beyond the foregoing two (2) year term; however, this agreement shall automatically renew for subsequent one (1) year term upon failure of either party to provide written notice within thirty (30) calendar days of the expiration of the two (2) year term and one-year extension thereafter.

ARTICLE II

RIGHTS AND DUTIES OF THE DEPARTMENT

A. The Department shall provide a SRO who is the sole and exclusive employee of the Department, and provide SRO services as follows:

1. The SRO shall be a sworn Law Enforcement Officer. Said SRO shall have completed the Act 120 Police Academy training and shall have a current MPOTEC Certification to work as a Law Enforcement Officer in the Commonwealth of Pennsylvania the Department shall certify in writing that any and all Officer(s) assigned to the School on regular or temporary basis, shall meet the aforementioned standards.
2. During the performance of his/her duties, the SRO are authorized to carry a weapon and/or firearm at all times material to the performance of his/her duties under this Agreement or in the course of conducting or participating in any lawful police activity.

ARTICLE III

ASSIGNMENT OF SCHOOL RESOURCE OFFICER

A. The Department shall assign one regularly employed Police Officer to serve as the SRO, who shall serve the School, pursuant to a schedule to be determined in conjunction with the principals of the School, the Superintendent of the School District and the Department Chief of Police ("Department Chief").

B. The scheduled hours of the SRO on each active school day shall commence at 0800 hours and end at 1600 hours. The SRO shall work with the School administration in providing the rendition of SRO services as outlined herein. In any event, the SRO shall be present at all times at the School when the School is in session. If the acting SRO is unable to be at the school during scheduled hours for any reason, another police officer from the Department will fill their position.

C. In the event the School District desires the services of the SRO outside of the scheduled hours of work stated herein, the School District must provide at least twenty-four (24) hours prior notice to the SRO and failure to do so will eliminate the obligation of the Department to provide the SRO to attend or cover any event outside of the regular scheduled hours state herein.

ARTICLE IV

PRIMARY DUTIES AND RESPONSIBILITIES OF THE SRO

A. The essential job functions, duties and objectives of the SRO will be as follows:

1. Arrest or cite individuals suspected of engaging in illegal activities for the purpose of apprehending suspects and preventing further illegal activities
2. Assist in the programs of drug awareness and drug prevention for the purpose of helping students, parents, employees and the community in the difficult task of fighting drug abuse in our community.
3. Available to parents, students, faculty members, for conferences for the purpose of assisting them with problems of law enforcement or crime prevention.
4. Investigate potential campus crimes and/or student related community incidents for the purpose of resolving conflicts and/or referring to an outside agency for resolution.
5. Patrol school facilities for the purpose of providing administrative visibility, maintaining security, and deterring crime.

6. Responding to emergency situations for the purpose of addressing immediate safety concerns.
7. Testify in court proceedings for the purpose of providing information and documenting of illegal activities.
8. Address safety concerns with the administration, so proper action can be taken.
9. The Law Enforcement Authority shall be guided by the Criminal History Record Information Act, 18 Pa. C.S. § 1901 et seq. regarding reporting and information exchange guidelines from student records.

B. The additional duties and responsibilities of the SRO will be as follows:

1. The SRO shall maintain detailed and accurate records.
2. The SRO may be assigned investigations by the Department Chief relating to runaways, thefts, or any crime, relating to the students attending the School, that occur on or off of school property.
3. The SRO shall not act as a school disciplinarian, as disciplining student is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigation and determining, in their discretion, whether a student has violated school and/or board disciplinary codes or standard and appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred.
4. The principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile and the SRO shall then determine whether further law enforcement action is appropriate. School District personnel must follow reporting protocol as mandated by State and Federal Law, in addition the SRO will notify PA Child line and if appropriate, Luzerne County Children and Youth Services. This may result in duplication of reports, but it will also serve to provide a safety mechanism ensuring no incident is overlooked.
5. The SRO shall make every effort possible to dedicate fifty percent (50%) of his/her time to cafeteria duties which include but are not limited to cafeteria monitoring during lunch periods, perimeter monitoring of ingress and egress points to the cafeteria during

lunch periods and ensuring the safe and expeditious arrival and departure of students to and from the cafeteria.

6. The SRO shall make patrols throughout the school day. These patrols will occur within the School, parking areas and throughout the School property. It will be within the discretion of the SRO as to where and when the patrols will take place based on current information known to the SRO of safety concerns.
7. The SRO shall remain on campus for each active school day, unless deemed necessary for the following reasons: court appearances, training, shift roll call, investigations that may arise pertaining to school students, assistance to the Department shift officer where Officer Safety is suspected, any major event that may place the school students in danger or hazard or ordered by the Department Chief or his appointee.

ARTICLE V

RIGHTS AND DUTIES OF THE BOARD DIRECTORS

A. The Wyoming Valley West School Board (“Board”) must provide the SRO with the following materials and facilities deemed necessary to the performance of the SRO’s duties with the School to be considered the SRO’s base school and the office facilities as outlined below to be provided at such School:

1. Access to a properly lighted, properly climate controlled and private office which shall contain a telephone which may be used for business purposes. This shall include a private extension and voicemail box. This office shall be in accordance with the current security standards recognized by the Department. Said office door shall be keyed specific and separately from every other door. Access to this door shall be solely authorized to Department to meet current security standards.
2. Maintain a desktop computer approved by the Department with access to the following; printer, scanners, internet to link to Department Headquarters.
3. A desk with drawers, office chair, worktable, locking filing cabinet(s).
4. Access to any and all security footage.
5. Access to Education Records.
 - a. School officials shall allow SRO to inspect and copy any public records maintained by the school to the extent allowed by law.

- b. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence. In determining whether a health or safety emergency exists, the school officials may take into account the totality of the circumstances pertaining to the health or safety of a student or other individuals. The school officials must record the articulable and significant threat to the health or safety of a student or other individual(s) so that it can demonstrate to parents, students, and the Family Policy Compliance Office, what circumstances led it to determine that a health or safety emergency existed and why the disclosure was justified.
- c. If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

ARTICLE VI

COMPENSATION

A. For the two (2) year term, the School District shall pay to the Department the following amounts for SRO service. The two (2) year Agreement is based on the salary of a Police Officer as agreed upon in the applicable Collective Bargaining Agreement governing the Department.

- 1. Annual Salary: See Exhibit #1
- 2. Health Care: See Exhibit # 1
- 3. Clothing: See Exhibit # 1
- 4. Training: In addition, if the School District requires the SRO requirements to attend any training the School District shall pay the entire cost of the training.

B. For any subsequent years of SRO service agreed upon past 2028, the annual salary shall reflect the salary of a Police Officer based upon the applicable collective bargaining agreement for the current year(s) of service agreed upon.

C. If the SRO is directed by the School District to work overtime, that overtime shall be paid entirely by the School District. If the SRO's paid court time or any other form of compensation pursuant to the CBA that earned from serving in the direct capacity as SRO, that compensation shall be paid entirely by the School District.

D. If a school related incident occurs resulting in SRO working overtime past his or her scheduled shift, in order to resolve said incident, the overtime shall be paid entirely by the

School District. A record of the overtime shall be kept by the SRO and provided to the Principal of the School. Said records shall include the incident number and type of incident. The overtime shall be submitted and paid with the corresponding bi-annually SRO payment. The same shall apply to any other compensation that is earned in the direct capacity of SRO pursuant to the applicable Collective Bargaining Agreement.

ARTICLE VII

GOOD FAITH

The Board, Department, and their agents and employees, agrees to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent, Department Chief and/or their designees.

ARTICLE VIII

SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

ARTICLE IX

LIABILITY AND INDEMNIFICATION

Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents and representatives. To the extent permitted by law, each party agrees to indemnify the other party from any and all damages, liability, judgments, claims, expenses, attorneys' fees, and costs resulting from any act or omission of any of its officers, employees, officials, agents or representatives.

ARTICLE X

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Wyoming Valley West School District:

By: _____
President of the Board

Date: _____

Attest: _____
Secretary

Date: _____

West Side Regional Police Department:

By: _____
Chairman

Date: _____

Attest: _____
Secretary

Date: _____

EXHIBIT # 1

Projected Cost

| Patrolman | 2026 | 2027 |
|---------------------------------|---------------|---------------|
| Base Salary | \$ 75,635.00 | \$ 78,660.00 |
| Longevity | \$ 3,025.40 | \$ 3,146.40 |
| FICA | \$ 6,017.52 | \$ 6,258.19 |
| Healthcare Multi | \$ 29,694.40 | \$ 31,109.25 |
| Healthcare Multi HRA (60% Use) | \$ 4,800.00 | \$ 4,800.00 |
| Life Insurance | \$ 252.00 | \$ 252.00 |
| Workers Comp | \$ 6,048.00 | \$ 6,253.63 |
| Pension | \$ 4,719.62 | \$ 4,908.38 |
| Uniforms | | \$ 1,400.00 |
| | | |
| Total Annual Wage/Benefit Multi | \$ 130,181.94 | \$ 136,787.86 |
| Total Hourly Wage/Benefit Multi | \$ 62.59 | \$ 65.76 |
| | | |
| WW Annual Share | \$106,146.92 | \$110,190.65 |
| *Assumes Standard School Year | | |



CONTRACT FOR SIGN LANGUAGE INTERPRETING SERVICES

This Contract for Sign Language Interpreting Services (the "Contract"), is effective by and between Wyoming Valley West School district with its principal office at 450 Maple Ave, Kingston, PA 18704 (hereinafter "Client"), and Communication Services, Inc , D/B/A Interpretek, with its principal office at 75 Highpower Road, Rochester, NY 14623 (hereinafter the "Company").

WHEREAS, Client and Company entered into a General Agreement for Sign Language Interpreting Services (hereinafter the "Agreement") dated 7/1/26 until June 30, 2027.

WHEREAS, Client has the need for and hereby requests a long-term commitment of a Company provided interpreter, in addition to and separate from the general per diem interpreting services as governed by the Agreement and Company is able to provide such long-term interpreting services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

SCOPE OF WORK

Position: Educational Sign Language Interpreter

Role of the Educational Sign Language Interpreter:

- Educational Interpreters facilitate communication between the deaf or hard of hearing student and others in the educational environment.
- Educational Interpreters support student's language development by serving as the primary communication link and language model of students who are deaf / hard of hearing.
- As educational professionals, educational interpreters are expected to support the general safety, productiveness and operations of the school at which they are assigned.
- Educational interpreters provided by the company provide interpreting services under professional guidelines established by the National Association of Interpreters in Education (NAIE), *Professional Guidelines for Interpreting in Educational Settings* the *Code of Professional Conduct* established by the Registry of Interpreters for the Deaf and the *Guidelines for Professional Conduct* established by the Educational Interpreter Performance Assessment (EIPA).

Responsibilities of the Client and the Educational Sign Language Interpreter:

- Educational interpreters maintain confidentiality regarding all educational information as outlined by FERPA/HIPAA.
- The client must provide the student's IEP prior to the start of services and allow the interpreter to be a participant in the students' IEP/educational team meetings. This will require client to communicate when the IEP meetings are and request a sub interpreter for the student during the time the interpreter attends the IEP meeting
- Educational interpreters will share appropriate and relevant information with the educational team for the purposes of addressing student needs and facilitating positive outcomes. They will also share, as needed, on D/deaf/Sign Language/Educational Interpreting topics and resources.
- Educational Interpreters will make decisions regarding appropriate language interpretations based on the collaborative determination of the educational team and the IEP. Examples of appropriate languages and modalities are American Sign Language, and Signed English systems, conceptually accurate Signed English and cued language that incorporates visual representation of sounds.
- Educational interpreters are expected to use custom communication skills to meet student needs to facilitate student full participation in the regular education program. Interpreters adjust the language of the instruction, when necessary, to meet the student's comprehension of the material.
- Educational interpreters will encourage the deaf student to be responsible in the educational environment and discourage dependencies within the student/interpreter relationship.
- Educational interpreters will preview lessons to be sure they have knowledge of all signs necessary to interpret the lesson.
- Educational interpreters will facilitate communication when the student is participating in extra-curricular activities including field trips and clubs when the meetings are within the primary county of the school district and during the school day.
- Educational interpreters will report any suspected child abuse or neglect concerns to an appropriate school representative who is a mandated reporter.
- Educational interpreters will interpret assessments in compliance with accommodations and modifications utilized for standardized assessments outlined in the IEP or other accommodative standards or guidelines established by the state or testing agencies.
- The client is responsible to include the Educational interpreters in trainings on the emergency protocols of the school alongside other educational professionals and adult staff members.
- Educational interpreters will develop accessible adaptations of the emergency protocol for deaf student if needed.
- The client will communicate immediately with Interpretek if there is an emergency

situation in progress. This should include adding our number to a phone tree and/or automated notification phone list.

- The client is responsible for communicating with the Interpretek Coordinating Team about any changes (field trips, known absences, etc.) to the student's regular daily schedule.
- The client is responsible for providing feedback to the Company and communicating this requirement to teachers and staff who will interact with the deaf student and interpreter.

Boundaries of the Educational Interpreters Responsibilities:

- Educational interpreters are prohibited by the Company from fulfilling duties that are unrelated to interpreting except by written approval of the Company.
- Interpreters cannot provide direct tutoring.
- The educational interpreter is not responsible for establishing classroom behavior management for any student, including the student that is deaf. The classroom teacher is responsible for establishing such procedures and reinforcing them with students. The interpreter will assist in implementation as appropriate but is not expected to routinely provide direct correction of student's behavior as it will interfere with the interpreting process and result in lack of access for the deaf student. Furthermore, if an educational interpreter is involved in the behavior management of the deaf student, it can interfere with the ability to maintain a professional relationship and skew the perception of the interpreter's role, rendering the interpreting service ineffective.
- Educational interpreters are not responsible for interpreting legal and sensitive situations that require qualifications or skill sets out of their unique expertise as educational interpreters. Should these types of interpreting situations arise in a school setting, the Client should contact the Company to request appropriate and legally compliant interpreting services. Legal situations which an interpreter with specialized credential is required includes:
 - Involvement of a child welfare and protection agency
 - Statements made by the student that could be used in future legal proceedings
 - Potential suspension or expulsion
 - Accusation of truancy, juvenile delinquency or criminal activity
 - Student is a witness, victim or suspect
 - Student is being escorted off campus

COSTS, TERMS AND PAYMENT

1. Cost of Services

- a. The Client will be billed at a discounted rate for onsite or virtual (VRI) long-term staffing requests for the (2026-2027) school year.
- b. Long-term staffing rate \$72 /hour
- c. Outside the long-term staffing request
 - a. Standard Daily Rate (2 hours or less)..... \$ 154
 - i. 30-minute increments over 2 hours..... \$ 38.5
 - b. Holidays* additional 50%
 - c. Emergency Rate.....additional 25%

2. Terms of service

- a. All standard daily assignments have a rate for requests 2 hours or less, and then are billed in 30-minute increments. They are billed for the full amount of time requested, even if the assignment ends earlier than expected.
- b. Holiday rate will apply to any request that takes place on a holiday based on scarcity of interpreter availability. *Designated holidays include all federal holidays
- c. Long-term staffing rate for onsite and hybrid schedules for the academic year. A minimum of three months of daily interpreting.
- d. Extracurricular activities, substitute interpreting and field trips within the county will be billed according to the rates listed above.
- e. In accordance with professional interpreting standards, certain situations will require the use of multiple interpreters working as a team. There are many factors that warrant this, including the length of time, the content, highly specialized assignments, the needs of the consumers, etc. Examples include plays, concerts, commencements, standardized testing and/or assignments outside of the regular daily schedule. The decision to schedule multiple interpreters shall be at the Company's discretion. It will be communicated with the requester prior to the assignment. Rates above are per Interpreter.
- f. Travel charges may be incurred for interpreting services and will be communicated in advance.
- g. The Company will provide substitute interpreters, including when the interpreter takes part in the student's annual IEP meeting. In the event that no local substitute interpreters can be booked, the Company will expand their search for services to the

surrounding areas. The client will be notified in advance of travel costs for consideration. The Client may choose to use VRI services as substitutes in the case that travel costs for onsite services are not approved.

- h. **Emergency Rate** - An additional 25% charge applied to all assignments requested with less than 48 hours (2-business day) notice.
- i. **Cancellation Policy** - Assignments cancelled more than 2 business days (48 hours) prior to the start time will not be charged. If cancellation is received less than 2 business days (48 hours) prior to the start time, the assignment is billed in full and may include reserved travel time. For example, a Monday assignment at 10am must be cancelled by 10am the previous Thursday morning. The Company will continue to work on requests until we receive cancellation notification from the requesting entity. Billable cancellations include weather related closings, facility shut down closings and student absences.
- j. Under the terms of this Contract, weather-related events such as snowstorms, windstorms or hurricanes (as examples though not an all-inclusive list) are not considered force majeure as these types of weather-related events can, to a reasonable extent, be forecasted in advance. Cancellation policies will apply. Force Majeure is only applicable in the event of unforeseeable and unavoidable events, like Acts of God (landslides, floods, earthquakes and catastrophic storms); wars and acts of terrorism: and pandemics.
- k. If a student is not present at the scheduled start time, the interpreter will wait for a reasonable period before being dismissed. The exact wait time may vary based on factors such as school preferences, the interpreter's schedule, and any prior arrangements with the student. Interprettek will collaborate with all parties to determine the appropriate course of action for each situation
- l. No charge incurred for breaks listed on the school district academic calendar. Notification of exact times required for any school calendar days that do not require interpreting services. For example: teacher workdays, superintendent days, half days, early dismissals, etc.
- m. The interpreter's breaks should be built into the schedule in compliance with state and federal labor laws. These should be times that do not interfere with the student's schedule (example- lunch, study hall or teacher of the Deaf period). These breaks can follow any natural breaks in the student's schedule.
- n. Charges are based on interpreter(s) scheduled time, unless the reservation goes beyond that. The interpreter(s) shall not be required to stay should the assignment exceed the scheduled end time; however, the interpreter(s) may accommodate dependent upon availability. This additional time will be charged in 30-minute increments.
- o. Our ability to fulfill requests is dependent upon the availability of interpreter(s), and we cannot guarantee that we will be able to fill all requests. Confirmation of the assigned interpreter(s) constitutes fulfillment of this Contract.
- p. The Client agrees that while requesting services and for a period of one year after last

assignment, it shall not directly or indirectly, through the use of the Company's Confidential Information obtained in connection with the providing of Services, solicit, divert, or attempt to divert any Company customer, interpreter(s), business or account. For purposes of this section, all Company customer names and contact information and interpreter(s) names and interpreter(s) contact information are deemed "Confidential Information" under this Contract.

3. Invoicing and Payment

- a. The Company will invoice the Client for interpreting services on a weekly basis.
- b. Payments for invoices are due upon receipt. The Client will remit payment to the Company's principal office at Attention: Accounts Receivable 75 Highpower Road, Rochester, NY 14623
- c. ACH payments are accepted with no processing fees.

EARLY TERMINATION

Whereas Company suffers significant loss when a long-term assignment is prematurely discontinued by a client, the following restrictions shall apply to all long-term contracts:

1. **Early Termination** - Should Client wish to terminate the contractual agreement herein, prior to the agreed upon termination date set forth above, Client shall:
 - a. Inform the Company, in writing, of the desired termination date and reasons, therefore, as soon as is reasonably possible, but not less than 48 hours.
 - b. Be obligated to compensate Company, as severance, for the greater of 40 hours, at the applicable discounted rate, or the equivalent of one (1) regular week of Company provided services pursuant to the specific contract being terminated, per cancelled schedule.

CHANGES

1. **Client Options** - Client may, with the written approval of the Company:
 - a. Request changes to the scope of work to be provided. Such changes ("the Change Order") may be for additional work or the Company may be directed to change the direction of the work initially ordered, but no change will be implemented unless agreed to by the Company in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of 5/29/26

Client: V.M

Signature:

Title:

Date:

Company: INTERPRETEK

Signature:

Title:

Date:

| | <u>1.00%</u> | <u>1.50%</u> | <u>2.00%</u> | <u>2.50%</u> | <u>3.00%</u> |
|-------------------------------------|--------------|--------------|--------------|--------------|--------------|
| Increase in Tax Revenue | 319,217.44 | 478,826.17 | 638,434.89 | 798,043.61 | 957,652.33 |
| Average Increase per taxable Parcel | 18.44 | 27.66 | 36.88 | 46.10 | 55.32 |

| <u>3.50%</u> | <u>4.00%</u> | <u>4.50%</u> | <u>5.00%</u> | <u>5.10%</u> |
|--------------|--------------|--------------|--------------|--------------|
| 1,117,261.05 | 1,276,869.77 | 1,436,478.50 | 1,596,087.22 | 1,623,663.59 |
| 64.54 | 73.76 | 82.98 | 92.20 | 83.7% |

WYOMING VALLEY WEST SCHOOL DISTRICT

Real Estate Tax Universal Installment Payment Plan Resolution (Installment payment available for all taxpayers)

RESOLVED, by the Board of School Directors of Wyoming Valley West School District, that a plan is adopted providing an option for installment payment of real estate taxes for all taxpayers pursuant to the Taxpayer Relief Act, 53 P.S. 6926.1502, as follows:

Real Estate Tax Universal Installment Payment Plan (Installment payment available for all taxpayers)

For the real estate tax levied by the School District, other than interim real estate tax, taxpayers may elect an installment payment option under the following rules:

1. **Installment payment dates.** A taxpayer electing the installment payment option may pay the real estate tax in three (3) equal installment payments of one-third (1/3) of the full tax amount. The installments are due on or before September 1, October 15 and November 30 of the year in which the tax is levied. Any installment not paid in full by these dates is delinquent.
2. **Taxpayer election of installment payment option.** Payment of the first installment in full by September 1 will constitute taxpayer election to pay tax in installments. Installment payment is permitted only if the taxpayer elects by paying the first installment payment in full by September 1. If the taxpayer fails to pay the first installment payment by September 1, the taxpayer may nevertheless elect to pay tax in installments by paying on or before October 15 the delinquent first installment payment together with a penalty in the amount of 10% of the amount of the installment, and paying the second installment payment in full. If the taxpayer fails to meet these requirements, the full amount of the real estate tax is due on or before November 30 at face value, and the real estate tax is delinquent if not paid in full after November 30 and by December 31 at penalty value.
3. **No discount.** No discount applies to installment payments.
4. **Penalty on delinquent installments.** If a taxpayer makes the first installment payment by September 1 and fails to pay in full any subsequent installment by the installment due date, the installment not paid by the due date is delinquent, and a penalty will be added to the tax in the amount of ten percent (10%) of the amount of the installment not paid by the installment due date, without regard to any partial payment of the installment.
5. **Option available for all property.** Any taxpayer may elect installment payment.
6. **Ineligibility.** A taxpayer who is delinquent by more than ten (10) days on all installment payments is ineligible for the installment payment option in the following school year.
7. **Effective date.** This plan will become effective July 1, 2026, and will continue in effect thereafter for real estate taxes levied for the school year beginning July 1, 2026, and for real estate taxes levied for future years, until amended or repealed.

WYOMING VALLEY WEST SCHOOL DISTRICT

2026-2027 Homestead and Farmstead Exclusion Resolution

RESOLVED, by the Board of School Directors of the Wyoming Valley West School District, that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the school year beginning July 1, 2025, under the provisions of the Homestead Property Exclusion Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

1. **Aggregate amount available for homestead and farmstead real estate tax reduction.**

The following amounts are available for homestead and farmstead real estate tax reduction for the school year beginning July 1, 2026:

a. **Gambling tax funds.** The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.505(b), as a property tax reduction allocation funded by gambling tax funds, the amount of \$2,715,208.31

b. **Philadelphia tax credit reimbursement funds.** PDE has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.324(3), as reimbursement for Philadelphia tax credits claimed against the School District earned income tax by School District resident taxpayers, the amount of \$9,422.48

c. **Aggregate amount available.** Adding these amounts, the aggregate amount available during the school year for real estate tax reduction is \$2,724,630.79.

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

a. **Homestead property number.** The number of approved homesteads within the School District is 8,580.

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

c. **Homestead/farmstead combined number.** Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 8,580.

3. **Real estate tax reduction calculation.** Dividing the paragraph 1(c) aggregate amount available during the school year for real estate tax reduction of 2,724,630.79 by the paragraph 2(c) aggregate number of approved homesteads of 8,580, the maximum real estate tax reduction amount applicable to each approved homestead is \$ **TBD**.

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

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

SECURITY SERVICES AGREEMENT

This Security Services Agreement ("Agreement") is made this ____ day of _____, 202__ between **WYOMING VALLEY WEST SCHOOL DISTRICT** ("District"), a Pennsylvania public school district located at 450 North Maple Ave., Kingston, PA 18704 and **Pat Curley Detective Agency, Inc.** ("Contractor"), with its principal place of business located at P.O. Box 56, Mountain Top, PA 18707.

Recitals

The District desires to retain qualified armed and unarmed security personnel to provide protective services on District property, at District events, and at such other locations as the District may designate. Contractor represents that it is duly licensed under the Pennsylvania Lethal Weapons Training Act (Act 235), 22 P.S. § 41 et seq., and the Private Detective Act of 1953, 22 P.S. § 11 et seq., and is fully qualified, equipped, insured, and willing to provide such services on the terms set forth herein.

Scope of Services

Contractor shall furnish, on a nonexclusive basis, armed and unarmed uniformed security officers ("Security Personnel") to the District in accordance with the staffing schedule, post orders, and service specifications set forth in *Exhibit A* (revised proposal dated 3/11/26), which is incorporated herein by reference. The District reserves the right to eliminate security officers or add security officers (subject to availability) at any time at its sole discretion.

Services shall include, without limitation:

- Stationary post coverage at District buildings, entrances, and grounds;
- Roving patrols of District campuses and parking areas;
- Event security for athletic events, board meetings, graduations, and other functions
- Visitor screening, access control, and incident response;
- Coordination with District administration, school resource officers (SROs), and local law enforcement;
- Preparation and timely submission of incident, daily activity, and use-of-force reports;
- Compliance with all District policies, including weapons handling, de-escalation, and student-interaction protocols;

- Armed Security Personnel shall carry only firearms and ammunition approved in writing by the District and shall conform at all times to Act 235 certification and Contractor's written use-of-force policy, a copy of which shall be provided to the District prior to deployment.

Term and Renewal

The initial term of this Agreement shall be one (1) year, commencing on _____ and expiring on _____ (the "Initial Term"). This Agreement may be renewed for successive one-year terms upon written renegotiation of terms and pricing and execution of a written amendment signed by authorized representatives of both Parties. No automatic renewal shall occur. If the Parties have not executed a written renewal at least thirty (30) days before expiration, this Agreement shall terminate at the end of the then-current term without further action.

Compensation

The District shall pay Contractor at the hourly rates set forth in *Exhibit A* (revised proposal dated 3/11/26). Invoices shall be submitted monthly in arrears, itemized by post, date, hours, and officer, and shall be paid within thirty (30) days of the District's receipt and approval. No charges shall accrue for time not actually worked, unauthorized overtime, or services rendered by personnel rejected by the District (Pursuant to the District's Right to Reject Personnel below).

Independent Contractor Status

Contractor is an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee, partnership, joint venture, or agency relationship. Contractor is solely responsible for all wages, payroll taxes, workers' compensation, unemployment compensation, and benefits for its Security Personnel.

Background Clearances and Personnel Qualifications

Required Clearances

Before any individual is assigned to perform services on District property or at District events, Contractor shall obtain, verify, and provide the District with current copies of the

following clearances for that individual, in compliance with 24 P.S. § 1-111, 23 Pa. C.S. § 6344, and 23 Pa. C.S. § 6344.2:

- Pennsylvania State Police Criminal Record Check (Act 34)
- Pennsylvania Child Abuse History Clearance (Act 151)
- FBI Federal Criminal History Record / Fingerprint-Based Background Check (Act 114)
- Arrest/Conviction Report and Certification Form (PDE-6004) under Act 24/Act 82
- Mandated Reporter Training certification under 23 Pa. C.S. § 6311

Currency and Re-Verification

All clearances must be dated within sixty (60) months of the assignment date and shall be renewed in accordance with Pennsylvania law. Contractor shall promptly notify the District in writing within twenty-four (24) hours if any Security Personnel is arrested for, charged with, or convicted of any offense enumerated in 24 P.S. § 1-111(e) or any disqualifying offense under Pennsylvania law, and such individual shall be immediately removed from District assignment.

Additional Qualifications

All armed Security Personnel shall hold a current Act 235 certification. All Security Personnel shall: (a) be at least twenty-one (21) years of age; (b) have completed Contractor's training program in school-environment security, de-escalation, and trauma-informed practices; (c) be fully licensed and qualified under Pennsylvania law; and (d) not appear on any state or federal sex offender registry.

Records

Contractor shall maintain a personnel file for each Security Personnel assigned to the District and shall make such files available for inspection by the District upon request.

Compliance with Law and District Policy

Contractor and its Security Personnel shall comply with all federal, state, and local laws, including FERPA (20 U.S.C. § 1232g), the Safe Schools Act, the Pennsylvania Public School Code, and all District policies, regulations, and procedures, including those concerning student rights, confidentiality, search and seizure, weapons, drug-free workplace, anti-harassment, and non-discrimination. Contractor shall cooperate fully with all District investigations and audits.

District's Right to Reject Personnel

The District retains the absolute and unconditional right, exercisable at any time and in its sole discretion, to reject, remove, or refuse the assignment of any Security Personnel, with or without cause, with or without prior notice, and without stating any reason. Upon oral or written notice from the District, Contractor shall immediately remove the rejected individual from all District property and District-related assignments and shall provide a qualified replacement at no additional cost. The exercise of this right shall not constitute a breach of this Agreement by the District, shall not give rise to any claim by Contractor or the rejected individual, and shall not be subject to grievance, arbitration, or judicial review.

Indemnification

General Indemnification

Contractor shall defend, indemnify, and hold harmless the District, its school board members, directors, officers, administrators, employees, agents, volunteers, students, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, actions, proceedings, judgments, settlements, losses, damages (including direct, indirect, consequential, statutory, and punitive damages), liabilities, fines, penalties, costs, and expenses of every kind and nature, including reasonable attorneys' fees, expert fees, and court costs (collectively, "Losses"), arising out of, resulting from, or relating to:

- any act, error, omission, negligence, gross negligence, recklessness, or willful misconduct of Contractor, its officers, employees, agents, subcontractors, or Security Personnel;
- any bodily injury, personal injury, death, property damage, civil rights violation (including claims under 42 U.S.C. § 1983), false arrest, false imprisonment, assault, battery, excessive force, or invasion of privacy;
- any breach of this Agreement, including breach of representations, warranties, or covenants;
- any failure to comply with applicable law, including failure to obtain or maintain required clearances, licenses, or certifications;
- any use, discharge, or misuse of a firearm or other weapon by Security Personnel; any claim by Contractor's employees or subcontractors for wages, benefits, taxes, or workers' compensation; and
- any infringement of third-party intellectual property rights.

Defense

Contractor shall, upon written notice from the District, assume the defense of any covered claim with counsel reasonably acceptable to the District. The District reserves the right, at Contractor's expense, to participate in the defense with counsel of its own choosing.

Contractor shall not settle any claim that imposes any obligation on, or admits liability of, any Indemnified Party without the District's prior written consent.

Survival and Non-Limitation

The indemnification obligations set forth in this Section shall survive the expiration or termination of this Agreement. The indemnification obligations are not limited by the insurance requirements in Section 10, by any limitation of liability, or by any workers' compensation immunity, which Contractor expressly waives to the fullest extent permitted under Pennsylvania law, including the Pennsylvania Workers' Compensation Act, 77 P.S. § 481(b).

Insurance

10.1 Required Coverages

Contractor shall procure and maintain at its sole expense, throughout the Term and for not less than three (3) years thereafter (where written on a claims-made basis), insurance with carriers rated A- VIII or better by A.M. Best and licensed to do business in Pennsylvania, with at least the following minimum limits:

Coverage Minimum Limit

Commercial General Liability (occurrence form)

2,000,000 per occurrence / 2,000,000 per occurrence / 5,000,000 aggregate

Armed Security / Firearms Liability (may be endorsement to CGL)

\$5,000,000 per occurrence

Professional Liability / Errors & Omissions (security services)

2,000,000 per claim/ 2,000,000 per claim/ 5,000,000 aggregate

Law Enforcement / Security Officer Liability (including assault, battery, false arrest, civil rights, excessive force)

\$5,000,000 per occurrence

Automobile Liability (any auto)

\$1,000,000 combined single limit

**Workers' Compensation Statutory (Pennsylvania)
Employer's Liability \$1,000,000 each accident / disease**

**Umbrella / Excess Liability
\$5,000,000 per occurrence / aggregate**

Cyber Liability (if accessing District systems) \$1,000,000 per claim

District as Named/Additional Insured

The District, its school board, directors, officers, employees, agents, and volunteers shall be named as additional insureds on the Commercial General Liability, Armed Security/Firearms, Automobile Liability, Law Enforcement Liability, and Umbrella policies on a primary and non-contributory basis using ISO endorsement CG 20 10 (ongoing operations) and CG 20 37 (completed operations), or equivalent forms acceptable to the District. Where requested by the District and permitted by the carrier, the District shall be added as a named insured. Coverage afforded to the District shall apply as primary insurance, and any insurance or self-insurance maintained by the District shall be excess and non-contributory.

Waiver of Subrogation

Contractor and its insurers waive all rights of subrogation against the District and the Indemnified Parties under all required policies.

Certificates and Notice

Contractor shall furnish certificates of insurance and the required additional insured endorsements to the District prior to commencement of services and upon each renewal. Contractor shall provide the District with at least thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in any required coverage (ten (10) days for non-payment).

No Limitation

The required insurance shall not limit Contractor's indemnification obligations or other liability under this Agreement.

Termination

Termination for Convenience

The District may terminate this Agreement, in whole or in part, for any reason or no reason, upon thirty (30) days' prior written notice to Contractor.

Termination for Cause

The District may terminate this Agreement immediately upon written notice for Contractor's breach, including failure to maintain required clearances, licenses, or

insurance; failure to remove rejected personnel; or any act or omission that, in the District's reasonable judgment, endangers students, staff, or visitors.

Effect of Termination

Upon termination, Contractor shall cease services, return all District property, and submit a final invoice for services properly rendered through the termination date.

Confidentiality and FERPA

Contractor and its Security Personnel may have access to confidential student, personnel, and security information. Contractor agrees that it is a "school official" with a "legitimate educational interest" under FERPA solely to the extent necessary to perform services hereunder, shall maintain the confidentiality of all such information, and shall not disclose it except as required by law or authorized by the District. Contractor shall notify the District within twenty-four (24) hours of any actual or suspected unauthorized disclosure.

Non-Discrimination

Contractor shall comply with all federal and Pennsylvania anti-discrimination laws, including Title VI, Title VII, Title IX, the ADA, Section 504, and the Pennsylvania Human Relations Act, and shall not discriminate against any person on the basis of race, color, religion, national origin, ancestry, sex, gender identity, sexual orientation, age, disability, or any other protected characteristic.

Records and Audit

Contractor shall maintain complete and accurate records relating to services and charges under this Agreement for a period of at least seven (7) years following termination. The District and its representatives shall have the right, upon reasonable notice, to inspect, audit, and copy such records.

Right-to-Know Law

Contractor acknowledges that the District is subject to the Pennsylvania Right-to-Know Law ("RTKL"), 65 P.S. § 67.101 et seq., and that records of Contractor directly related to this Agreement may be subject to disclosure. Contractor shall cooperate with the District in responding to any RTKL request and shall promptly produce responsive records at no charge.

Assignment and Subcontracting

Contractor shall not assign this Agreement or subcontract any portion of the services without the District's prior written consent. Any unauthorized assignment shall be void.

Miscellaneous

Governing Law and Venue

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law. Exclusive venue shall lie in the Court of Common Pleas of Luzerne County, Pennsylvania.

Sovereign Immunity

Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or statutory immunity available to the District under the Political Subdivision Tort Claims Act, 42 Pa. C.S. § 8541 et seq., or otherwise.

Notices

All notices shall be in writing and delivered by hand, certified mail, or recognized overnight courier to the addresses listed above.

Entire Agreement

This Agreement, together with its Exhibits, constitutes the entire agreement of the Parties and supersedes all prior negotiations and agreements.

Amendment

No amendment shall be effective unless in writing and signed by both Parties.

Severability

If any provision is held invalid, the remaining provisions shall continue in full force.

No Waiver

No waiver shall be effective unless in writing, and no waiver of one breach shall constitute a waiver of any other.

Counterparts; Electronic Signatures

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

Appropriations

Payment obligations beyond the current fiscal year are contingent on annual appropriation by the Board of School Directors.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Signatures

Wyoming Valley West School District

By: _____

Date: _____

Title _____

Pat Curley Detective Agency, Inc.

By: *Pat Curley* _____

Date: *06/08/2026* _____

Title *President* _____

Exhibit A

Revised Proposal dated 3/11/26

Pat Curley Detective Agency, Inc.
P.O. Box 56
Mountain Top, PA 18707
(570) 474-6717

Wyoming Valley West School District Armed Security Service.

Revised proposal: March 11, 2026

| School Year | Elementary School Rate | Middle School Rate | High School Rate |
|-------------|------------------------|--------------------|------------------|
| 2026-2027 | \$34.00 | \$38.00 | \$38.00 |
| 2027-2028 | \$35.00 | \$39.00 | \$39.00 |

| | |
|----------------------|---|
| Dana Elementary | 1 armed security officer from 8:30 a.m. to 4:00 p.m. (7.5 hours/day) |
| Third Ave Elementary | 1 armed security officer from 8:30 a.m. to 4:00 p.m. (7.5 hours/day) |
| Chester Elementary | 1 armed security officer from 8:30 a.m. to 4:00 p.m. (7.5 hours/day) |
| Middle School | 2 armed security officers from 7:30 a.m. to 3:15 p.m. (7.75 hours/day each or 15.5 hours per day) |
| High School | 4 armed security officers from 7:00 a.m. to 2:45 p.m. (7.75 hours/day each or 31 hours per day) |

Federal ID: 23-2696300

Contact Person Name: David Mayers

Contact Person Phone: (570) 474-6717 office

David Mayers Treasurer 3/11/2026
Signature (PCDA Representative) Title Date

Signature (WVW Representative) Title Date



June 4, 2026

Dr. Charles Suppon, Jr., Superintendent
Wyoming Valley West School District
450 N. Maple Avenue
Kingston, PA 18704

This letter shall serve as a Memorandum of Understanding ("MOU") between Children's Service Center ("CSC") and Wyoming Valley West School District.

CSC is a non-profit behavioral health clinic who makes healthcare services available to children. Wyoming Valley West is a School District that provides education services to youth.

CSC shall provide one clinical staff member to work as a therapist/case manager at Wyoming Valley West. CSC will also provide the supervision needed for the staff. Wyoming Valley West shall provide office space and any support needed to the staff while performing their duties at the school.

During the term of this Agreement, the parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder (the "Applicable Laws and Standards"). The Applicable Laws and Standards shall include, but not be limited to, state and federal privacy and security laws related to the use and disclosure of health and medical information, the requirements of the Office of Mental Health and Substance Abuse Services ("OMHSAS"), and the National Committee on Quality Assurance ("NCQA"), as applicable.

Each party agrees to protect, indemnify, and hold harmless the other party and their agents, employees, directors and affiliates from and against any and all damages, injuries, claims, liabilities and costs (including attorneys' fees), which may be suffered or incurred under this Agreement, as a result of a breach of this Agreement, or the negligent or intentional acts of the indemnifying party, its employees, agents, consultants, or subcontractors. This provision will not in any way limit any other statutory, regulatory or common law defense and hold harmless rights to which either party may be entitled. Said indemnity is in addition to any other rights that the indemnified party may have against the indemnifying party and will survive the termination of this Agreement.

Each party agrees to maintain during the term of this Agreement, at its own cost and expense, insurance coverage in amounts consistent with industry standards and necessary and reasonable to insure itself and its employees and agents against any claims of any nature, which may arise from performance of its duties and responsibilities under this Agreement. **If any such insurance coverage is on a "claims-made basis", in the event the policy expires or is terminated, "tail coverage" must be purchased to cover any subsequent claims based on acts or omissions that occurred during the term of this Agreement.** Upon request, the parties agree to provide one another with a Certificate of insurance evidencing said insurance covering such liability with an insurer AM Best rated A or better or through a qualified self-insurance program. Further, the parties agree to notify one another immediately if the aggregate coverage as stated on the Certification of Insurance is impaired more than fifty percent (50%).

Except as otherwise stated in this Agreement, each party agrees not to use the name, trademark, service mark, or design registered to the other party or its affiliates in any publicity, promotional, or advertising material, unless review and written approval of the intended use is obtained from the other party prior to the release of any such material.

The provisions of this Agreement are confidential and protected from disclosure to a third party, other than its agents, attorneys, consultants and designees, unless disclosure is required by law, or said third party is bound to the same level of confidentiality set forth in this Agreement.

This MOU shall commence upon the signature of all parties hereto and continue for one year, unless earlier terminated by either party upon written notice to the other party.

If the terms and conditions of this MOU are acceptable, please sign and date the acceptance provision below and return. A copy of the fully executed MOU will be returned to you.

IN WITNESS WHEREOF, the parties hereto have executed this MOU, effective 07/01/26.

Date

6/4/26

Date

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



Mr. Christopher Boyle
Children's Service Center
President/CEO



Wyoming Valley West Student Assistance Program/Outpatient Therapist Proposal 2026/27

Breakdown of Building Schedule (dependent on client total per building)

High School – 1 ½ to 2 days per week, utilizing current SAP space

Middle School – 1 day per week, utilizing current SAP space

Chester Street – 1 day per week, space needed

State Street – ½ to 1 day per week, utilizing SAP space

Dana Street- ½ day, space needed

The outpatient therapist assigned to the district would also be trained for SAP which will allow for a more effective response to SAP referrals. Students that may need outpatient therapy will be screening prior to referral to outpatient. This aligns with current state guidelines that recommend screenings prior to treatment referrals. In addition to providing SAP and outpatient services, therapeutic groups can be held at the school on a variety of topics including but not limited to communication, anger management, grief, social skills, etc.

The cost is \$0.00 for the district to provide these services as insurance will be billed directly through Children's Service Center. Any child that does not have insurance or insurance does not allow for services to be billed within the school setting can be seen through SAP for 5 non-clinical sessions and may apply for self pay through the agency. Telehealth sessions can also be held for students that attend cyber school or for those where insurance will not allow for in person, in school sessions. Families can attend sessions at the school or can be offered a virtual link while the therapist meets with the child at school.

Referrals can be processed on an average of 2 weeks from the time the screening is conducted to when the treatment plan appointment is held, dependent on parent/guardian availability. Services will be maintained throughout the summer and during extended school breaks. The assigned therapist will be present at the school throughout the summer and will offer telehealth sessions to families that cannot attend in person at that time.

The school district will need to provide Children's Service Center a copy of the Certificate of Occupancy for each building. Children's Service Center would be responsible for obtaining the required letter of support from Luzerne County. State approval for licensing of outpatient therapy within schools typically requires a month for processing. Also, a brief recording of the assigned space or an in-person tour is required for licensing.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Wyoming Valley West School District
 450 North Maple Ave
 Kingston, Pa 18704
FROM CONTRACTOR:
 Bluestone Environmental, Inc
 196 Beach Lake Hwy
 Honesdale, PA 18431

PROJECT:
 WWW Sports Stadium Bleacher Removal
 165 N. Gates Ave
 Kingston, PA 18704
VIA ARCHITECT:
 City, State, Zip
 Name
 Street

APPLICATION #: 1
PERIOD TO: 04/30/26
PROJECT NOS: 2026-1091
CONTRACT DATE: 04/14/26

Distribution to:

| | |
|--------------------------|------------|
| <input type="checkbox"/> | Owner |
| <input type="checkbox"/> | Const. Mgr |
| <input type="checkbox"/> | Architect |
| <input type="checkbox"/> | Contractor |

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

| | | |
|--|----|------------------|
| 1. ORIGINAL CONTRACT SUM ----- | \$ | <u>71,158.95</u> |
| 2. Net change by Change Orders ----- | \$ | |
| 3. CONTRACT SUM TO DATE (Line 1 +/- 2) | \$ | <u>71,158.95</u> |
| 4. TOTAL COMPLETED & STORED TO DATE -\$ | | <u>71,158.95</u> |
| (Column G on Continuation Sheet) | | |
| 5. RETAINAGE: | | |
| a. 10.0% of Completed Work | \$ | <u>7,115.90</u> |
| (Column D+E on Continuation Sheet) | | |
| b. _____ of Stored Material | \$ | |
| (Column F on Continuation Sheet) | | |
| Total Retainage (Line 5a + 5b or | | |
| Total in Column I of Continuation Sheet)----- | \$ | <u>7,115.90</u> |
| 6. TOTAL EARNED LESS RETAINAGE ----- | \$ | <u>64,043.06</u> |
| (Line 4 less Line 5 Total) | | |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | | |
| (Line 6 from prior Certificate)----- | \$ | |
| 8. CURRENT PAYMENT DUE ----- | \$ | <u>64,043.06</u> |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE | | |
| (Line 3 less Line 6) | \$ | <u>7,115.90</u> |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | | |
| Total approved this Month | | |
| TOTALS | | |
| NET CHANGES by Change Order | | |

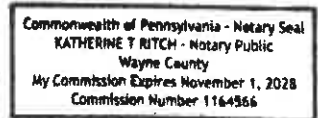
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: *Scott Jones* Date: 5-5-26

State of: PA
 County of: Wayne

Subscribed and sworn to before me this 5th day of May, 2026



Notary Public: *Katherine T. Ritch*
 My Commission expires: 11-1-2028

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ _____
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

PROJECT:

APPLICATION DATE:

WVW Sports Stadium Bleacher Removal

PERIOD TO: 30-Apr-26

165 N. Gates Ave

ARCHITECT'S PROJECT NO: 2026-1091

Kingston, PA 18704

| A Item No. | B Description of Work | C Scheduled Value | D Work Completed | | F Materials Presently Stored (Not in D or E) | G | | H Balance To Finish (C - G) | I Retainage (If Variable Rate) |
|------------------|-------------------------------------|-------------------------|---|-------------|---|--|------------|--------------------------------------|---|
| | | | From Previous Application (D + E) | This Period | | Total Completed And Stored To Date (D + E + F) | % (G/C) | | |
| 1 | Removal of Bleachers at 165 N Gates | 76,235.00 | | 76,235.00 | | 76,235.00 | 100% | | |
| 2 | Credit For Change of Scope | (5,950.00) | | (5,950.00) | | (5,950.00) | | | |
| 3 | Demo Permit | 873.95 | | 873.95 | | 873.95 | 100% | | |
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| 28 | | | | | | | | | |
| SUBTOTALS PAGE 2 | | 71,158.95 | | 71,158.95 | | 71,158.95 | 100% | | |



AGI-CM-WVWSD-2026-194

June 3, 2026

Dr. Charles Suppon
Superintendent
Wyoming Valley West School District
450 Maple Ave.
Kingston, PA 18704

Re: Dana Street Modular Classrooms
Subject: Budget Estimate

Dear Dr. Suppon,

Apollo Group Inc. is pleased to present the below Budget Estimate for the above referenced project.

The Budget is based on the proposal submitted by Mobile Modular's; dated 5/27/26.

Breakouts for (2) options are listed below and all include Electrical and Plumbing hookup.

| | |
|---|----------------|
| Option 1 (12 Classrooms) | |
| Budget | \$1,888,742.00 |
| Mobile Modular Quote (Included in Budget Above †) | \$1,074,835.00 |
| Option 1 (6 Classrooms) | |
| Budget | \$924,427.00 |
| Mobile Modular Quote (Included in Budget Above †) | \$680,415.00 |
| Option 2 (12 Classrooms) | |
| Budget | \$1,778,792.00 |
| Mobile Modular Quote (Included in Budget Above †) | \$1,074,835.00 |
| Option 2 (6 Classrooms) | |
| Budget | \$814,477.00 |
| Mobile Modular Quote (Included in Budget Above †) | \$680,415.00 |

Exclusions:

- FF&E
- Concrete Foundations

Should you need any further information, please do not hesitate to contact me at (570) 301-2420.

Dr. Charles Suppon Jr.
Superintendent
Wyoming Valley West School District
450 North Maple Avenue
Kingston, PA 18704

Cc: Michael Answini
The Apollo Group, Inc.
601 Wyoming Avenue
Kingston, PA 18704

Re: Dana Street Elementary Center Modulars

Dear Dr. Suppon,

We're pleased to submit our proposal for Architectural and Engineering services related to the modular construction project located at Dana Street Elementary Center. As your architectural partner we're excited to participate in this project with your team. The scope, as we understand, includes coordinating with Apollo Group, Inc. to provide architectural and engineering permit drawings to support the modular construction provided by Mobile Modular.

Alloy5 and the design team are to provide architectural and structural design services associated with the connection of the modular structure via link to Dana Street Elementary School. This scope includes, but is not limited to, modifications to the existing building exterior envelope required to accommodate the connection, as well as the design and documentation of adjacent interior spaces and circulation paths necessary to integrate the modular structure with the existing facility. Mechanical, Electrical, and Plumbing engineering services shall include the coordination, design, and documentation of all required utility connections serving the modular structure, including connections from the existing building systems and/or utility services within the public right-of-way, as required.

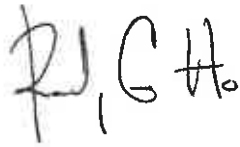
Alloy5 understands the significance of this project and the importance this project will serve the Wyoming Valley West School District and Dana Street Community. Alloy5 seamlessly blends architecture, interiors, and graphics to practice Communication by Design, a philosophy focused on the creation of good design and an ability to communicate it. We believe every project stakeholder should have space to contribute throughout the duration of the project.

Thank you again for the opportunity. We appreciate your consideration and look forward to continuing this important work together.

Enclosed please find our full proposal, should you have any questions or need more information, please do not hesitate to contact me directly at 610-419-4055 or rgaliotto@alloy5.com. I look forward to working with you soon.

Yours truly,

Randy Galiotto AIA, NCARB



Alloy5 proposes the following Architectural fees:

| | |
|---|--------------------|
| Architectural Fee (Lump Sum) = | \$8,000.00 |
| Structural Engineering Fee (Lump Sum) = | \$4,500.00 |
| Mechanical, Electrical, Plumbing Engineering Fee = | \$5,000.00 |
| | <hr/> |
| | \$17,500.00 |

Should you have any questions or comments regarding this proposal, please contact me at your convenience.

Print Name: _____

Signature: _____

Date: _____

THE FOLLOWING SERVICES ARE INCLUDED IN BASIC SERVICES

1. Design Phase

- Up to (3) in-person meetings for coordination and progress updates with the district and consultants
- Coordinate final documents with Structural and MEP consultants for full integration of scope
- Final BIM coordination model incorporating architecture, structure, and MEP disciplines
- Coordinate with AHJ for permit and zoning requirements
- Code and zoning compliance reviews
- Permit submission coordination
- Deliverables: Permit-ready and bid-ready construction documents, technical specifications, and fully coordinated drawings sets.

2. Construction Administration Phase

- Review submittals, shop drawings, and product data for conformance with design intent
- Respond to contractor RFIs and issue architect's supplemental instructions (ASIs) as needed
- Attend up to (3) in-person meetings for construction administration

Supplemental Services

The services listed below are noted as included in Basic Services, provided by owner or not provided by either.

The Architect shall provide the listed Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as per agreement. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

| Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|--|--|
| § 5.1 Programming | Not Provided |
| § 5.2 Multiple preliminary designs | Architect |
| § 5.3 Measured drawings | Architect |
| § 5.4 Existing facilities surveys | Owner |
| § 5.5 Site evaluation and planning | Owner |
| § 5.6 Building Information Model management responsibilities | Architect |
| § 5.7 Development of Building Information Models for post construction use | Not Provided |
| § 5.8 Civil engineering | Owner |
| § 5.9 Landscape design | Owner |
| § 5.10 Architectural interior design | Not Provided |
| § 5.11 Value analysis | Not Provided |
| § 5.12 Detailed cost estimating beyond that discussed in the engagement letter | Owner |
| § 5.13 On-site project representation | Owner |
| § 5.14 Conformed documents for construction | Architect |
| § 5.15 As-designed record drawings | Architect |
| § 5.16 As-constructed record drawings | Architect |
| § 5.17 Post-occupancy evaluation | Not Provided |
| § 5.18 Facility support services | Not Provided |
| § 5.19 Tenant-related services | Not Provided |
| § 5.20 Architect's coordination of the consultants | Architect |
| § 5.21 Telecommunications/data design | Owner |
| § 5.22 Security evaluation and planning | Owner |
| § 5.23 Commissioning | Owner |
| § 5.24 Sustainable Project Services | Not Provided |
| § 5.25 Fast-track design services | Not Provided |
| § 5.26 Multiple bid packages | Not Provided |
| § 5.27 Historic preservation | Not Provided |
| § 5.28 Furniture, furnishings, and equipment design | Not Provided |
| § 5.29 Other services provided by specialty Consultants | Not Provided |
| § 5.30 Other Supplemental Services | Not Provided |

Billing Rates Effective January 2026:

| | |
|-----------------------------------|-----------------------------|
| Principal | 253.00 |
| Senior Project Architect/Engineer | 226.00 |
| Senior Project Manager | 226.00 |
| Senior Designer | 215.00 |
| Project Manager | 204.00 |
| Architect III | 215.00 |
| Architect II | 198.00 |
| Architect I | 187.00 |
| Interior Designer II | 187.00 |
| Interior Designer I | 165.00 |
| Design Professional III | 187.00 |
| Design Professional II | 165.00 |
| Design Professional I | 143.00 |
| Support Staff | 143.00 |
| Graphic Designer | 143.00 |
| Clerical | Included in the rates above |
| Accounting | Included in the rates above |

Terms and Conditions:

1. The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2. If applicable, The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
3. If the Owner and Architect agree that Architect shall be responsible for issuing Certificates of Payment to any Contractor(s) performing the work, The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Moreover, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
4. The Owner shall include the Architect in all communications with any Contractor(s) that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
5. If, through no fault of the Architect, Procurement and Construction have not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
6. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

7. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
8. The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due.
9. In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service.
10. If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
11. If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
12. If the Owner terminates this Agreement for its convenience, or the Architect terminates this Agreement pursuant to this agreement, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
13. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

14. Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
15. The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
16. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect. For the purposes of this section, electronic correspondence denoting an agreed-to amendment may serve as a written instrument.

WYOMING VALLEY WEST SCHOOL DISTRICT

450 NORTH MAPLE AVENUE

KINGSTON, PENNSYLVANIA 18704

CONTRACT FOR THE TRANSPORTATION OF SCHOOL PUPILS

THIS AGREEMENT, ENTERED INTO THIS _____ DAY OF _____, 2026,
BY AND BETWEEN THE BOARD OF SCHOOL DIRECTORS OF THE WYOMING VALLEY
WEST SCHOOL DISTRICT, OF LUZERNE COUNTY INTERMEDIATE UNIT #18,
(HEREINAFTER REFERED TO AS THE "BOARD"), AND MYERS BUS LINE, INC. OF
KINGSTON, PA (HEREINAFTER REFERRED TO AS THE "CONTRACTOR"):

WITNESSETH:

1. The CONTRACTOR agrees to provide transportation for school pupils who shall be designated by the BOARD, to and from such points, along and over such routes and at times set forth as will be provided. The Board shall pay the CONTRACTOR a daily rate, calculated based upon the number of routes requested by the District, as set forth in Attachment A. For the 2026/2027 contract year, the total daily rate shall be Seven Thousand One Hundred Eleven Dollars and Seventy Five Cents (\$7,111.75), subject to adjustment in proportion to the number of routes actually requested and operated by the District. Beginning in the 2027/2028 contract year, the daily rate shall increase annually by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the preceding twelve months, with a minimum increase of one percent (1%) and a maximum of three percent (3%).
2. Transportation upon the terms and conditions herein specified in items 1 to 29 inclusive and in accordance with the schedule reported on PDE-1043, 1049, 2089 and any other required reports to the Pennsylvania Department of Education shall begin on the date established by the BOARD. This Agreement shall go into effect on July 1, 2026 and shall terminate on June 30th, 2031, unless terminated earlier for cause or by mutual consent of the parties hereto.
3. Prior to the effective date of the contract, the Contractor shall provide and maintain for the term of the contract vehicle liability insurance and furnish a company-executed certificate of said insurance in combined single limit of not less than \$1,500,00.00 and provide that insurance will not be cancelled or materially altered without thirty days written notice to the District. Wyoming Valley West School District, its directors and employees shall be named as Additional Insured in the

policy as to the work being performed under the contract. The coverage provided shall be primary and no other insurance carried by the District shall be called upon to contribute to a loss under this coverage.

4. When the same vehicle is serving more than one school, the BOARD shall make every effort to reconcile the school calendars of the schools served.
5. The CONTRACTOR agrees to furnish such reports as may be required by the BOARD or its designated representatives.
6. The Contractor shall furnish vehicles which conform to the standards for school transportation vehicles approved by the Department of Traffic Safety of the Pennsylvania Department of Transportation, Public Utility Commission and Mass Transit Authorities as applicable. School buses and Type A vehicles shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania State Police. Type B and Type C school vehicles shall conform to the minimum standards of the Bureau of Traffic Safety. All school vehicles shall be in good mechanical condition. The District reserves the right to inspect for mechanical condition and order a bus removed from service at its sole discretion. All vehicles shall be equipped with side stop arm signal devices, octagonal in design, a minimum of 16 inches by 16 inches in size. Both front and rear shall be red background with white border and the letters STOP in white letters. Sign shall be equipped with front and rear alternately flashing red light lens connected to same circuit as red signal lamps. Signs are to be mounted on traffic side of bus body. Vacuum or air lines if used may not be readily accessible to students inside or outside the vehicle. Components shall comply with requirements of SAU1133. All vehicles used for regular daily transportation for the 2026/2027 contract year shall be 2010 or later models. Each subsequent contract year, all vehicles used for regular daily transportation shall be: 2011 or later model for 2027/2028; 2012 or later model for 2028/2029; 2013 or later model for 2029/2030 and 2014 or later model for 2030/2031.
7. The interior of said vehicles shall be cleaned daily and exteriors washed not less than once each week. The District may inspect all buses for safety and cleanliness at the Districts' discretion. If this is not done the District may order the Bus removed from service.
8. The CONTRACTOR agrees to comply with and observe all provisions of the Pennsylvania Vehicle Code and all other applicable laws.
9. Every school bus driver shall meet all regulations of the Bureau of Traffic Safety of the Pennsylvania Department of Traffic Safety of the Pennsylvania Department of Transportation in regard to application, age, fitness, competence, conduct, licensing, physical examination and continuing eligibility, provided, that such operators shall have passed periodically administered examinations required by either the Public Utility Commission, the Interstate Commerce Commission or the Department of

Transportation. In addition, the Contractor shall provide copies of each operator's bus license, operator's license, certificate of bus course completion, a letter from the school doctor on successful completion of a physical examination, Pennsylvania State Criminal History Background Check and/or Federal Criminal History Record and/or any other information required by law and/or requested by the School District, in a timely manner, as indicated by the Director of Transportation. In the event the conduct and demeanor of a driver is deemed inappropriate, the continued utilization of the driver shall be at the District's sole discretion.

10. The Contractor agrees to conduct or contract with individuals certified in conducting required training for bus drivers so that all drivers are properly certified and licensed in accordance with the Commercial Driver's License Law. These courses are offered as the need arises to keep all drivers certified. All drivers are to be included in a certified and licensed drug and alcohol testing program in accordance with DOT/FHA 49 CFR part 382 et. al. All records are to be properly maintained in accordance with federal guidelines. All expenses for these courses and programs are to be borne by the Contractor.
11. The CONTRACTOR agrees to assume responsibility for all damages to buses caused by students. This does not preclude CONTRACTOR from legally seeking damages from individual students. However, the District shall give the CONTRACTOR reasonable assistance in seeking such damages.
12. Bus routes and bus stops shall be determined by the Board and may be modified by the Board or its designated representative as occasion demands. The operator shall not deviate from the designated route except by consent of the Board's designee, or in the case of an emergency, which shall be reported promptly to the Board's designated representative. The Contractor and vehicle operators of said Contractor shall demonstrate familiarity with all routes prior to the beginning of the school year. The District may later change or add stops and routes up to two (2) miles one way over the route schedule without additional charge. Any amount beyond two (2) miles will be paid for by the District. All adjustments will be based upon \$2.00/mile also increasing by the percent change in the established CPI. All runs listed herein shall be on an A.M. and P.M. pickup and return basis unless otherwise noted. There shall be no additional charge to the District for runs made to non-public schools for days which they are in session and the District is not. There shall be no charge for early dismissal runs that the District or nonpublic may have. The School District agrees to pay the CONTRACTOR the daily rate based on a guaranteed 182 day school year (subject to conditions contained herein Item 13.) This includes if any event should occur, whether it be fire, flood, teacher strike, global health pandemic, virus epidemic, localized virus outbreak, any natural disaster/catastrophe also known as "Acts of God," any terroristic destruction, etc. which would prevent, make impossible or if the Board simply chooses not to complete a 182 day school year. (the parties agrees that this list is illustrative and not comprehensive. The exhaustiveness is to demonstrate any situation which may arise). Routes may be deleted as conditions warrant at the sole determination of the District, in which case the daily rate to be

paid the CONTRACTOR will be adjusted by subtracting the value of the route or routes deleted as set forth in Attachment A.

13. The CONTRACTOR and District agree that in the event that a virtual learning day occurs, the District will pay to CONTRACTOR eighty percent (80%) of the daily rate which the CONTRACTOR would have received had students been attending traditional, classroom education. The CONTRACTOR and District acknowledge that “virtual learning day,” is intended to mean any day in which the District determines, whether because of weather-related issues, any issue associated with a global/local health epidemic, or for any reason taken by the District, that all students in the District will attend school by virtual means. This shall not cover situations where the District determines to use a hybrid schedule, where some students attend school and some students attend school virtually. In the event a hybrid schedule is adopted, the District will pay to the Contractor the full daily rate on days in which students are transported.
14. The CONTRACTOR shall provide sufficient reserve buses and drivers to meet the demand of breakdowns and unexpected requirements such as trips; meet transportation demands on those days the District dismisses early; provide service during inclement weather; provide transportation for all public and parochial kindergarten students (kindergarten runs are subject to change with notice.) Contractors will have sufficient flexibility to add stops, change stops, delete stops, alter routes and delete routes at the District’s discretion; furnish total students and exact mileages as required by the District for loaded and unloaded vehicles for each run; provide full service within one hour if it is necessary to close down the schools due to an emergency or inclement weather; submit calendar months billing on a district approved form by a date established by the District at the end of each month; maintain sufficient back-up service to replace a bus or buses within thirty (30) minutes in the event of breakdown before or during a route run; operate a drive-in maintenance and inspection facility located within the District to serve all buses in the fleet; provide portal to portal service of special education students so designated by the District; and work closely with the District in establishing safety and discipline conditions and shall implement such rules adopted by the District. All school bus accidents are to be reported in writing to the District Transportation Supervisor within 24 hours of occurrence and within 5 days to the Commonwealth Department of Transportation, Pupil Transportation Section.
15. The Contractor shall provide the services of a dispatcher assigned solely to school operations who shall be available at all times vehicles are in use.
16. An operating time schedule shall be prepared by the BOARD or its designated representative. This schedule shall designate the time and place of all bus stops, both morning and evening, and shall be posted in the bus and at the school. The bus shall not depart from any designated stop before two minutes after the scheduled time unless all pupils to be transported from that point are aboard. The time schedule may

be modified by the BOARD or its designated representative as occasion demands but only after due notice has been given to parents and operator.

17. Pupils shall be taken on and discharged from the bus only at the designated stops and at extreme right of the road. No pupils shall be permitted to get on or off the bus while it is in motion. No school bus operator shall start the bus or signal the driver of any vehicle, who has stopped in compliance with the provisions of Section 3208 of the School Laws of Pennsylvania, to proceed until after each child who may have alighted therefrom shall have reached a place of safety.
18. No person other than a school pupil shall be transported in a school vehicle except that a teacher or other school personnel may ride when designated by the BOARD or its designated representative. Nothing except passengers, and their belongings shall be transported in the school vehicle while it is engaged in transporting pupils to and from school.
19. The vehicle shall come to a complete stop immediately before traversing railway or trolley grade crossings and shall make a complete stop at all highway intersections protected by a "Stop" sign.
20. A school bus, including Type A vehicles shall not be loaded beyond the seating capacity as set forth in minimum standards and as indicated on the "Approved School Bus Sticker." All other public conveyances when transporting school children under contract shall provide adequate seating for each student with no standees permitted.
21. The speed of a vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, PennDOT, as promulgated from the Vehicle Code.
22. It is understood and agreed to by both parties hereto that the CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an INDEPENDENT CONTRACTOR and is not an officer, agent or employee of the aforesaid District.
23. The contract awarded shall not be transferred or sublet or subleased to any individual or group of individuals or company, without express consent of the Board. Another school bus which has been lawfully certified for current use in Pennsylvania and/or another properly certified driver may be substituted in emergencies upon consent of the Board or its designated representative, but only for the duration of the emergency. The Contractor shall furnish a list of all buses, their VIN numbers and passenger capacities which will be used in the transportation to and from school or athletic events. These must be placed on file in the District office and are not to be changed without the advance notification and permission of the District. Under no circumstances shall said buses be utilized for non-District purposes on contract days from 6:30 A.M. to 9:00 A.M. and from 2:00 P.M. to 4:30 P.M. without advance notification and permission of the Director of Transportation.

24. Any violation of the terms of this contract may, at the option of the BOARD, operate as a cause of termination in accordance with item 2.
25. The BOARD shall adjust all matters arising out of this contract not specifically provided for therein.
26. Any amendments to the contract entered into shall be in writing (letter only) forwarded to the proper party at the respective addresses herein set forth, by registered mail, return receipt requested only. That the said amendments will, by mutual agreement of the Board and the Contractor, be executed in compliance with the laws of the Commonwealth of Pennsylvania, as amended. The intent and purposes and conditions of the contract to be entered into are contained within this document and any oral agreements not incorporated in this document shall be null and void. It is mutually agreed and covenanted by and between the Board and Contractor that should any clause or term of the contract to be entered into be discharged or declared null and void by an act of law, that term shall be discharged and all other terms, elements and conditions of the contract shall remain in full force and effect.
27. All school buses shall be radio-equipped. Vehicles must possess a single committed frequency for the sole use of the Contractor capable of serving the District to a ten mile radius. Citizen Band Radios of 28 or 40 channels shall not be permitted. The CONTRACTOR, at his expense, shall furnish to the District one portable unit capable of contacting any unit in operation. It shall be the CONTRACTOR's responsibility to make sure that all radios are serviced regularly and remain in good repair and operation for daily use. If radios on buses or portable units are not kept in repair the District reserves the right to order the repair of such and deduct the cost of repair from what is owed the CONTRACTOR.
28. It is understood that the daily rate paid to the CONTRACTOR includes the cost of fuel.
 - A. Fuel may be provided at District cost through a provider and at a site designated by the District. Fuel will be charged by CONTRACTOR to District sub-account solely for the purpose of pupil transportation, cost of which (less exempt or refundable taxes) will be deducted from the monthly amount owed the Contractor by the District in accordance with the daily rate. Any tax refunds will become sole property of the District. For the purpose of this document, exempt or refundable taxes shall mean Pennsylvania state liquid fuels and franchise tax and federal excise tax.
 - B. The District is responsible for record-keeping. The CONTRACTOR agrees to cooperate in any manner required by the District's Transportation Director to facilitate accurate monthly invoice reconciliation. This shall include but not be limited to gas slip verification and monthly gas chart compilation.

- C. Maximum tax free fuels to which CONTRACTOR is entitled will be determined from data submitted annually on the District's PDE-1043 and, where applicable, estimated annual activity miles. For the purpose of this agreement, gasoline powered vehicles are estimated to consume fuel at the rate of four miles per gallon and diesel-powered vehicles six miles per gallon.
 - D. This addendum may be terminated by either party to this Agreement without cause with thirty (30) days written notice to other party in accordance with terms stipulated in Article 26 of the Contract for Transportation of School Pupils.
 - E. It is understood by and between the parties to this Agreement that the daily rate paid to the CONTRACTOR includes fuel costs calculated using a diesel fuel price of up to Five Dollars and Twenty-Five Cents (\$5.25) per gallon. In the event the cost of diesel fuel exceeds \$5.25 per gallon, the District shall bear the amount by which such fuel costs exceed \$5.25 per gallon for fuel utilized in connection with pupil transportation services performed under this Agreement. Accordingly, when reconciling monthly fuel charges under Paragraph 28(A), fuel costs attributable to diesel prices in excess of \$5.25 per gallon shall not be deducted from amounts otherwise due and owing to the CONTRACTOR. Except as expressly provided herein, there shall be no fuel adjustment during the term of this Agreement.
29. All vehicles utilized by the Contractor shall be equipped, at the Contractor's sole cost and expense, with at least three (3) cameras capable of recording video and audio during the entire transportation trip, as well as GPS functionality. The camera specifications shall be subject to the District's approval. All costs of purchase, installation, maintenance, repair, and data storage associated with the cameras shall be borne exclusively by the Contractor.
30. Notwithstanding the foregoing, the District shall provide the Contractor with a one-time stipend in the amount of Fifteen Thousand Dollars (\$15,000.00), which shall be used solely toward the purchase and installation of the required camera equipment and related systems.
31. The Contractor shall ensure that all cameras remain fully operational at all times and shall promptly repair or replace any malfunctioning equipment. The Contractor shall immediately provide the District with access to any requested recordings or data upon request.
32. Installation of all camera equipment shall be completed by Contractor prior to the start of the 2026–2027 school year, and all cameras shall be fully operational by that time.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year aforesaid.

BY: CONTRACTOR, MYERS BUS LINE, INC.

OWNER/AUTHORIZED AGENT

446 Elm Ave. Kingston, PA 18704

ADDRESS

DATED: _____

RECOMMENDED FOR BOARD APPROVAL:

SUPERINTENDENT

450 N. Maple Avenue. Kingston, PA 18704

ADDRESS

DATED: _____

ON BEHALF OF THE BOARD SCHOOL DIRECTORS OF
WYOMING VALLEY WEST SCHOOL DISTRICT:

BOARD PRESIDENT

450 N. Maple Avenue, Kingston, PA 18704

ADDRESS

DATED: _____

ATTACHMENT "A"

| BUSES | 2026-2027 (year 1) (5%) | CPI-U (year 2 @ 3%) | CPI-U (year 3 @ 3%) | CPI-U (year 4 @ 3%) | CPI-U (year 5 @ 3%) |
|---------------------|-------------------------------|------------------------|------------------------|---------------------------|------------------------|
| Bus Run | \$284.47 | \$293.00 | \$301.79 | \$310.85 | \$320.17 |
| Hourly Run | \$54.21 | \$55.83 | \$57.51 | \$59.24 | \$61.01 |
| Local Run | \$141.40 | \$145.65 | \$150.02 | \$154.52 | \$159.15 |
| Intermediate Run | \$223.89 | \$230.60 | \$237.52 | \$244.65 | \$251.99 |
| Distant Run | \$333.47 | \$343.47 | \$353.78 | \$364.39 | \$375.32 |
| Hourly Rate | \$16.50 | \$16.99 | \$17.50 | \$18.03 | \$18.57 |