

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]

PSBA Revision 5/26 © 2026 PSBA

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**

June 12, 2026

Joyce M Barber
423 Vaughn St
Luzerne, PA 18709

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.

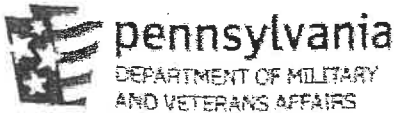
The State Veterans' Commission is required to review all property tax exemption cases at least once every five years for determination of CONTINUED FINANCIAL NEED. A review form will be mailed to the applicant sometime prior to the due date for review.

For the Commission.

Sincerely,

A handwritten signature in black ink, appearing to read "James M. Cooper". The signature is fluid and cursive.

James Cooper
Veterans Services Specialist
Division of Benefits and Services



26 Abate C/M/S

38

DISABLED VETERANS
REAL PROPERTY TAX EXEMPTION CERTIFICATION

G4SI-6-3

June 3, 2026

Justin Cancel
30 Wilson St
Kingston, 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 21, 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,

Tracy Wylie-Perry

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

000 466040

Philadelphia Regional Office, LUZERNE



pennsylvania

DEPARTMENT OF MILITARY
AND VETERANS AFFAIRS

**DISABLED VETERANS
REAL PROPERTY TAX EXEMPTION CERTIFICATION**

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G952-17-4

May 27, 2026

John A Dinoski
134 Summit St
Edwardsville, PA 18704

ent *AK*
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.

or the Commission.

Sincerely,

James Cooper
Veterans Services Specialist
Division of Benefits and Services



**DISABLED VETERANS
REAL PROPERTY TAX EXEMPTION CERTIFICATION**

June 10, 2026

Asa B Emel
114 Cherry St
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 June 5, 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



**DISABLED VETERANS
REAL PROPERTY TAX EXEMPTION CERTIFICATION**

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April 16, 2026

Horst D Prapoelenis
34 Culver St
Forty Fort, 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 30, 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



**DISABLED VETERANS
REAL PROPERTY TAX EXEMPTION CERTIFICATION**

June 11, 2026

David Williams
62 3rd St
Larksville, 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 June 1, 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

**WYOMING VALLEY WEST SCHOOL DISTRICT
SCHOOL CROSSING GUARDS
2026/2027 SCHOOL YEAR**

COURTDALE

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

KINGSTON

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

PLYMOUTH

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

EDWARDSVILLE

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

LARKSVILLE

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

PRINGLE

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

FORTY FORT

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

LUZERNE

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

SWOYERSVILLE

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

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

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



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

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

The Luzerne County Juvenile Probation Department and the Wyoming Valley West School District agree that they will support the School/Community Based Probation Project for the period of July 1, 2026 through June 30, 2027.

THE LUZERNE COUNTY JUVENILE PROBATION DEPT. WILL PROVIDE:

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

THE WYOMING VALLEY WEST SCHOOL DISTRICT WILL PROVIDE:

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

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

Date: _____

Christopher Parker
Christopher Parker, Chief
Luzerne County Probation Services

Date: 6-2-26



1170 Highway 315, Suite 3, Wilkes-Barre, PA 18702

570.285.8200 570.285.8201

barryisett.com

July 23, 2026
Proposal #1038026.000

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

Dear Dr. Suppon:

RE: KRASAVAGE PARCEL

East Main Street, Larksville Borough, Luzerne County, Pennsylvania
Limited Phase II Environmental Site Assessment

Barry Isett & Associates, Inc. (Isett), is pleased to submit this proposal for environmental services at the above-referenced property. The scope of this investigation has been based upon the recognized environmental conditions (RECs) identified in the Phase I Environmental Assessment (ESA) completed in July 2026.

The RECs identified included:

- The contractor storage yard on-site was created by placing a large amount of fill on-site. Soil, gravel, concrete and asphalt piles were observed at the southern end of the fill area. Some wooden beams were also observed in the piles.
- Approximately seven drums were observed in the brush along the northwestern end of the fill area. The drums appeared to be full, and staining was observed on the ground surface.

The following recommendations were made with regard to the above listed RECs:

1. The observed drums should be removed and properly disposed.
2. A subsurface investigation should be completed at the site to determine the potential for the drums and fill materials to have impacted the site.

SCOPE OF SERVICES

The Scope of Services includes: a geophysical investigation, preparation of a sampling plan, development of a site-specific health and safety plan (HASP), completion of soil borings with a Geoprobe®, excavation of test pits, collection of soil samples, laboratory analysis of soil samples, and preparation of a Limited Phase II ESA Report.

It is assumed the property owner will coordinate the removal and disposal of the drums.

A. Subsurface Investigation

1. A PA One Call Notification will be completed at least three full business days prior to field work.
2. A geophysical investigation will be completed to assess the subject site for buried environmentally significant features and also clear proposed soil boring and test pit locations and locate private utilities. One day has been allotted for the geophysical investigation. The geophysical investigation will be limited to readily accessible areas.
3. A sampling plan will be developed to identify soil boring and test pit locations based upon the RECs in the Phase I ESA and the information gained during the geophysical investigation. Isett proposes to advance up to five borings and five test pits in the areas of concern.
4. The soil borings and test pits will be overseen by Isett. The borings will be installed by an experienced subcontractor using a Geoprobe® to target a depth of approximately 30 feet (ft.) below ground surface (bgs). Test pits will be excavated to a target depth of approximately 10 ft.
5. An Isett field representative experienced in soil characterization will describe the physical nature of the test pits and soil cores extracted from the borings. A detailed soil description of each soil boring/test pit will be completed. The soil will be scanned with a photoionization detector (PID) and visual observations (for staining) to determine which portion of the soil to sample.
6. One soil sample will be collected from each boring/test pit completed and placed in laboratory supplied bottleware, packed on ice, and shipped under a proper chain-of-custody to a PA Registered Laboratory. Up to four surface soil samples will also be collected.
7. The soil samples collected will be analyzed for Target Compound List (TCL) Volatile Organic Compounds (VOCs), TCL Semi-Volatile Organic Compounds (SVOCs), polychlorinated biphenyls and Resource Conservation Recovery Act Metals. Five soil samples will also be analyzed for per- and polyfluoroalkyl substances (compounds).
8. Once the laboratory results are received, Isett will compare the lab results to the applicable PA Department of Environmental Protection (PA DEP) Land Recycling Act Statewide Health Standards to determine if contamination is present on-site.

B. Limited Phase II ESA Report and Project Management

1. Prior to initiating field activities, Isett will develop a site-specific HASP to assure safety of personnel during the work to be performed under this Scope of Services.
2. Isett will prepare a Limited Phase II ESA Report documenting the results of this investigation. The report will define the methodologies used, present the analytical results in a tabular format, summarize the findings, and clearly state conclusions and/or further recommendations.
3. This report will also contain a sampling location plan, a typical description of the soils encountered, complete analytical results, boring logs, and photographs taken during the investigation.

SCHEDULE

Typically, a project of this nature can be completed within six to eight weeks from the date the signed authorization is received by Isett. Access to the site will depend on the availability and cooperation of the client. Delays resulting from problems with site access or weather conditions may alter the projected schedule. Any delays will be communicated with the client.

The field work can typically be scheduled within approximately one to two weeks after the signed proposal is received. It is anticipated that the field work will be completed over the course of three

days. The laboratory results will be received in approximately two weeks after the samples are submitted to the laboratory. The report will be completed in approximately two weeks after the final laboratory results are received and reviewed.

COMPENSATION

This project will be billed on a time and materials basis for the estimated fees listed below. The project will be billed via monthly invoices.

A. Subsurface Investigation	\$25,000.00
B. Limited Phase II ESA Report and Project Management	\$ 3,800.00

All credit card payments will be subject to a 3% fee.

QUALIFICATIONS/EXCLUSIONS

1. If an abandoned underground storage tank (UST) or other buried feature is identified on-site that requires further assessment, a separate proposal will be prepared for the additional services.
2. Isett notes that if contamination is identified, additional investigation and remediation may be necessary. If warranted, these costs will be provided under a separate proposal.
3. Isett will have safe and unimpeded access to all areas of the subject site, and there will be no delays in scheduling the on-site work.
4. Cost assumes up to three days on-site. If additional days are required, costs will be billed on a time and materials basis. The client will be informed prior to incurring these charges. Additional visits, beyond the scope of work, to the site will be billed on a time and materials basis.
5. Cost assumes work will be performed during normal business hours, Monday through Friday.
6. Cost assumes no subsurface obstructions exist that could interfere with normal installation of direct push soil borings.
7. Cost does not include characterization or off-site disposal of investigation-derived waste. Fee assumes soil cuttings will be used to backfill holes. Excess soil cuttings will be dispersed on-site.
8. Cost does not include meeting attendance, communications with PA DEP, or multiple issuances of draft/final reports.
9. Cost of reimbursable expenses that are in addition to the basic services will be itemized separately. Reimbursable expenses include mileage, postage and handling, next day mail, preparation of materials for electronic transfer, reproductions, photographs, and construction prints.
10. Prior to performing tasks outside the Scope of Services, Isett will provide an estimate of the additional cost, based on the attached hourly rate schedule, and will obtain approval from the client/owner. Examples of items outside the scope of work include additional meetings, unforeseen field days and tasks not specifically listed above.
11. When project work is suspended for more than six months, fees will be renegotiated. The fee listed above is based upon our portion of the work being completed by end of calendar year 2026. Should the project be extended through no fault of Isett, we reserve the right to renegotiate the remaining services.
12. Insurance coverage or limits (including professional liability insurance) requested in excess of that normally carried would be a reimbursable expense and itemized separately.
13. The proposed schedule and costs for the Scope of Services described above is contingent upon the client providing access to all portions of the site.

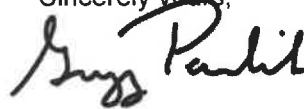
14. Digital information generated in the process of developing plans and specifications for this project is only for use in preparing said plans. Release of digital information to anyone not party to this agreement without prior, fair compensation constitutes a transfer of full liability to the releasing party.

The attached Standard Contract Terms and Conditions shall be made a part of this agreement.

If, after you have reviewed this proposal, you are satisfied with the terms, please sign and return it to us, as it will serve as our agreement for this work. If work authorization is not approved, there is no obligation for Isett to complete the work. This proposal is valid for 60 days from date of issuance.

We appreciate the opportunity to serve you and look forward to the successful completion of this work.

Sincerely yours,



Gregg Pavlick
Vice President
Northeast Region

Attachments

ACCEPTED BY:

DATE: _____

(Sign name)

(Print name and title)

	I	II	III	IV
Project Management	\$160	\$195	\$215	\$235
Assistant Project Manager	\$140			
DESIGN				
Professional Engineer	\$160	\$195	\$215	\$235
Staff Engineer/Designer	\$140	\$160	\$195	\$205
CAD Drafter	\$100	\$120		
GIS Specialist/Analyst	\$100	\$130	\$140	\$160
Registered Landscape Architect	\$140	\$160	\$195	\$225
Landscape Design	\$100	\$120	\$140	\$150
FIELD				
Professional Forensic Engineer	\$200	\$220	\$240	\$260
Forensic Staff Engineer/Designer	\$140	\$160	\$195	\$205
Forensic Specialist	\$100	\$120	\$140	\$160
Professional Geotech/Engineer	\$160	\$195	\$215	\$235
Geotechnical Staff	\$140	\$160	\$195	\$205
Geotechnical Technician	\$85	\$100	\$120	\$140
Professional Geologist/Scientist	\$160	\$195	\$215	\$235
Staff Geologist/Scientist	\$140	\$160	\$195	\$205
Professional Surveyor	\$160	\$195	\$215	\$235
Survey Specialist	\$100	\$120	\$140	\$160
Survey Technician	\$85	\$100	\$120	\$140
Construction Observer	\$100	\$120	\$160	\$185
CMT Field Technician/Special (ICC) Inspections	\$85		\$125	
Master Code Professional	\$235			
Survey Crew	\$225			
Emergency Response (One-Person)	\$365*			
Grants Specialist	\$140			
Assistant/Clerk	\$85		\$100	

*BILLED IN 4-HOUR INCREMENTS, WHERE NOTED

NOTE: The cost of reimbursable expenses that are in addition to the basic services will be itemized separately. Reimbursable expenses include mileage; priority/express mail and packages; preparation of materials for electronic transfer; hand delivery of materials; reproductions; prints; and any additional insurance coverage or limits (including professional liability insurance) requested in **excess** of that normally carried.

Costs relating to any outside services contracted directly by Isett will be passed on to the client and may have up to a 15% service charge.

When related to a project, the following rates will be charged for reimbursable expenses:

Listed prices are for black and white prints only (additional charge for color prints).

Photocopies	\$0.18 per sheet	Large Format Scans	\$0.45 per square foot
Large Format Copies	\$0.35 per square foot	Large Format Plotting (dwg's)	\$0.60 per square foot
Large Format Plotting (tiff, cal, plt, pdf, jpeg)	\$0.40 per square foot		

Above rates are subject to change if conditions warrant. Reimbursables subject to Sales Tax.

Effective 1/1/2026

Fee Schedule

STANDARD CONTRACT TERMS AND CONDITIONS

Revised for Wyoming Valley West School District - 5/2026

1. DUTIES AND RESPONSIBILITIES

1.1 Engineer agrees to provide those professional services as agreed to in the scope of services.

2. RESTRICTIONS ON USE OF DOCUMENTS

2.1 It is understood that the drawing(s) rendered under this agreement will be prepared in accordance with the agreed scope and will pertain only to the subject project. Use of the drawings, information or data contained therein for other purposes is at user's sole risk and responsibility.

2.2 Client agrees that all documentation including drawings and other work Engineer furnished to Client or Client's agents which Engineer does not receive compensation for under the terms of this agreement shall remain Engineer's property and shall be returned upon demand and shall not be used for any purpose whatsoever.

2.3 Plans, CADD disks, and specifications, as instruments of service, are and shall remain the property of Engineer, whether the project for which they are intended is executed or not. The plans, CADD disks and specifications shall not be used by Client on other projects, for additions to this project, or for completion of this project by others, except by agreement in writing with the appropriate compensation to Engineer, provided Engineer is not in default under this agreement.

3. STANDARD OF CARE

3.1 Services performed by Engineer under the agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession practicing under similar circumstances in the same or similar locality.

4. OBSERVATION SERVICES

4.1 If required under the scope of services Engineer will provide personnel to observe and report on specific aspects or phases of construction in accordance with the agreed scope of services. Engineer's services do not include supervision or direction of the actual work of Contractor, Contractor's employees, agents, or subcontractors. Client agrees to notify Contractor accordingly. Client shall also inform Contractor that neither the presence of Engineer's field representative nor the observation by Engineer shall excuse Contractor for defects or omissions in Contractor's work.

4.2 It is understood that Engineer shall not be held responsible for any errors or omissions on the part of Contractor, including but not limited to Contractor's failure to adhere to the plans and specifications, regardless of whether or not Engineer is performing observation services. This provision shall be included in the contract between Client and Contractor.

4.3 It is understood that Contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and that these requirements shall apply continuously and not be limited to normal working hours. Any monitoring of Contractor's performance conducted by Engineer excludes review of the adequacy of Contractor's safety measures in, on or near the construction site.

4.4 Engineer shall not be held responsible for Contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

4.5 It is understood that if Engineer's scope of services does not include observation services, then Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and Client waives any claims against Engineer that may in any way be connected thereto. Client agrees to the fullest extent permitted by law to indemnify and hold harmless Engineer, its officers, directors, employees and subcontractors against all damages, liabilities, or costs, including reasonable attorneys' fees and defenses costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustment or changes made to the Contract Documents to reflect changed field or other conditions.

5. TERMINATION /SUSPENSION

5.1 This agreement may be terminated by either party upon written notice. In the event of termination, Engineer shall be paid for services performed to the termination date plus reasonable termination expenses.

5.2 In the event of termination or suspension for more than three (3) months, prior to completion of all services contemplated by the agreement, Engineer may complete such analysis and records as are necessary to complete the files and may also complete a report on the services performed on the date of notice of termination or suspension. The expenses of termination or suspension shall include all costs of Engineer in reporting, completed data, completing such analysis, records, and reports.

5.3 Client shall make no request of Engineer that, in Engineer's reasonable opinion, would be contrary to Engineer's professional responsibilities to protect the public. Client shall take all actions and render all reports required of Client in a timely manner. Should Client fail to do so, Client agrees Engineer has the right to exercise its professional judgment in reporting to public officials. Client agrees to take no action against or attempt to hold Engineer liable in any way for carrying out what Engineer reasonably believes to be its public responsibility. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees and subcontractors against all damages, liabilities or costs arising out of or in any way connected with Engineer's notifying or failing to notify appropriate public officials.

6. INVOICES/PAYMENTS

6.1 Engineer will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a service charge of one and one-half (1-1/2) percent per month (18% per annum) or fraction thereof on past due payments under this agreement. If an invoice remains unpaid for more than sixty (60) days Engineer reserves the right to pursue all appropriate remedies including stopping work and retaining all drawings without recourse.

6.2 Payment to Engineer is a material consideration of this agreement. Therefore, Engineer has a right to suspend services for non-payment. Engineer shall not be liable, nor in any way be responsible for damages, delays or increased costs that may occur as a result of Engineer's suspension of services. Client shall hold harmless, indemnify, and defend Engineer for claims that arise due to any suspension.

6.3 It is further agreed that in the event a lien or suit is filed to enforce payment under this agreement Engineer shall be reimbursed by Client for all court costs and reasonable attorney's fees in addition to accrued service charges.

7. DISPUTES

7.1 In the event that Client institutes suit or arbitration against Engineer for any alleged error, omission, negligence, or failure to perform, and if such suit or arbitration is dropped or dismissed, or if judgment is rendered for Engineer, Client agrees to reimburse Engineer or pay any and all costs and any and all other expense of defense, immediately following dropping or dismissal of the case or immediately upon judgment being rendered on behalf of Engineer.

8. WARRANTY OF AUTHORITY TO SIGN

8.1 The person signing this contract warrants they have authority to sign as, or on behalf of, Client for whom or for whose benefit that Engineer's services are rendered, and also that, if Client is a corporation, that the person signing this contract shall be personally liable, if necessary, for all monies owed under this agreement. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract and that in any action against him for breach of such warranty a reasonable attorney fee shall be included in any judgment rendered.

8.2 If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Engineer to proceed with services, then Client shall be deemed to have accepted the terms of the proposal and these Standard Terms and Conditions.

9. CHOICE OF LAW

9.1 This contract shall be construed in accordance with the laws of the Commonwealth of PA.

10. SEVERABILITY

10.1 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.

11. REMEDY

11.1 All disputes resolved in Court of Common Pleas of Luzerne County with waiver of jury trial.

11.2 If the services performed by Engineer are faulty, Client's exclusive remedy shall be for Engineer to re-perform such services to the extent necessary to correct the fault therein without charge to Client or damages limited to those amounts set forth in Warranty, Liability, and Indemnification.

11.3 All claims, disputes, and other matters in question between Engineer and Client, not in excess of \$200,000, arising out of or relating to the contract documents or the breach thereof, shall be resolved as follows:

11.4 A written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, shall be submitted to "Judicate Headquartered in Philadelphia." The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved by mediation, the matter shall then be submitted to arbitration in accordance with paragraph 11.5.

11.5 No mediation, arbitration, arising out of or relating to this agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this agreement except by written consent containing a specific reference to this agreement, and signed by Engineer, Client, and any other person sought to be joined. Any consent to mediation, arbitration involving an additional person or persons shall not constitute consent to mediation, arbitration of any dispute not described herein. This agreement to mediate, arbitrate (and any agreement to mediate, arbitrate) with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing mediation, arbitration law.

11.6 Any dispute between the parties that is to be resolved by arbitration shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect. Any such arbitration shall be held and conducted in Allentown, PA. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. VALIDITY

12.1 It is understood that this agreement is valid for a period of sixty (60) days after which time, if it is not rejected by Client, Engineer reserves the right to revise or withdraw this agreement.

13. CHANGES IN THE WORK

13.1 The stated total fee constitutes Engineer's estimate of the effort required to complete the project as understood by Engineer. Facts developed after initial planning may dictate a change in direction, additional effort, or suspension of effort, which may alter the scope. If such change, additional effort, or suspension of effort results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, the fee and schedule shall be equitably adjusted.

13.2 Client acknowledges that no amount of site investigation or design can anticipate every potential cost issue and that changes occur on every project. Accordingly, Client shall include a reasonable contingency in its construction budget for unforeseen conditions, imperfect documents, requirements of authorities having jurisdiction, and Client's own changes. Client further agrees to make no claim by way of direct or third-party action against Engineer or its subcontractors for any increased costs within the contingency because of such changes or because of any Contractor claims relating to such changes.

13.3 Engineer shall not be responsible for the cost or expense of constructing or adding a component or item mistakenly left out of the Construction Documents to the extent such component or item would have been required and included in the original Construction Documents and therefore would have been part of Contractor's bid or proposal. In no event will Engineer be responsible for any cost or expense that provides betterment or upgrades or enhances the Project.

14. WARRANTY, LIABILITY, AND INDEMNIFICATION

14.1 Engineer's liability for damages due to error, omission or professional negligence shall be limited to an amount recoverable under applicable insurance policies. If Client prefers not to limit Engineer's professional liability to this sum, Engineer will waive this limitation upon Client's request. Client agrees to pay an additional consideration for this waiver, prior to commencement of services.

14.2 For any Project related claim, demand, or suit action asserted by any party other than Client related to Engineer's alleged act or error, omission, negligence, carelessness, or breach of duty, contractual or otherwise, Client agrees at Client's sole cost and expense to indemnify, defend and hold harmless Engineer, its subsidiaries, affiliates, officers, employees, and consultants or such other who may have assisted Engineer in rendering its services in connection with the project from and against, all claims, liabilities, costs, and expenses, including but not limited to reasonable attorney's fees and other costs and expenses suffered, sustained or required to be paid by Engineer. In the event Client is required to defend Engineer per this section, Engineer shall have the right to choose its own counsel.

14.3 Client agrees to be entirely liable for providing any/all contractors working on this project with the latest revisions of all plans.

14.4 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Engineer, their respective officers, directors, partners, employees, contractors or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.



EXPERTISE



**Project Management &
Construction Services**



Civil Land Development



Structural Engineering



**Mechanical / Electrical / Plumbing
Engineering & Fire Protection**



Forensic Building Investigation



Environmental Consulting



Geotechnical Engineering



Construction Materials Testing



Survey

11 OFFICES

- HEADQUARTERS — ● Allentown | 610.398.0904
- SOUTHEAST — ● Wyomissing | 484.346.7640
● Phoenixville | 610.935.2175
● Furlong | 267.454.2260
- CENTRAL — ● Mechanicsburg | 717.795.8575
● Selinsgrove | 717.795.8575
- NORTHEAST — ● Bloomsburg | 570.455.2999
● Hazleton | 570.455.2999
● Wilkes-Barre | 570.285.8200
● Olyphant | 570.497.8360
● Stroudsburg | 272.200.2050

4 CONSTRUCTION MATERIALS TESTING LABS

- Lehigh Valley ● Southeast PA
● Central PA ● Northeast PA



Code Inspection & Plan Review



Municipal Engineering Services
General Municipal | Transportation | MS4 |
Water & Wastewater



Landscape Architecture



Grants Management

**AFFILIATION AGREEMENT FOR
EDUCATION CAPSTONE/PRACTICUM/INTERNSHIP
between
Robert Morris University
and
Wyoming Valley West School District**

THIS AGREEMENT, is made this 29th day of July, 2026 between Robert Morris University, (hereinafter referred to as “University”), and Wyoming Valley West School District (hereinafter after referred to as “Site”) (collectively referred to as “Parties”). The Parties intend to be legally bound to the following terms.

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the practicum or internship. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the Site.
- b. Education of Students.* The University shall assume full responsibility for the classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, and the requirements of matriculation, grading, and graduation.
- c. Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the Site, and the University shall review applicable policies and procedures with each student prior to commencement of the assignment.
- d. Designation of Representative.* Each student is assigned an RMU Faculty supervisor who is responsible for overseeing the student’s academic components and is the point of contact for questions and concerns. This supervisor and/or the Field Placement & Certification Specialist may serve as a liaison between the Parties, whomever is available to speak with representatives of the Site in order to discuss, plan and evaluate the experience of the student(s).
- e. Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. This policy must remain in full force and effect for the duration of the practicum or internship experience. Students will also be responsible for providing written proof of professional liability insurance to the University prior to the beginning of the capstone, practicum, or internship. The student will provide proof of professional liability insurance to the Site upon its request.
- f. Background Clearances.* Students must have Pennsylvania Act 34, 151, and 114 clearances prior to participating in any program set forth in this Agreement. Upon

request, the University shall provide Site verification of Act 34, 151, and 114 clearances or documents evidencing such clearances.

II. DUTIES AND RESPONSIBILITIES OF SITE

- a. *Establishment of Practicum and Internship.* The Site authorizes the use of its facilities as may be agreed upon by the Site and the University.
- b. *Policies of Site.* The Site will provide the University all the applicable policies, codes and other relevant information at least four (4) weeks in advance of the student's participation, whenever possible.
- c. *Administration and Safety.* The Site will have sole authority and control over all aspects of student participation at the Site. The Site will be responsible for and retain control over the organization and operation of its programs and shall have ultimate responsibility for client care, as applicable. The Site shall promptly report to the University any and all injuries to University's students that occur at the Site.
- d. *Removal of a Noncompliant Student.* The Site shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the Site shall immediately notify the faculty supervisor or the University's Dean of the College of Health and Human Sciences.
- e. *Supervision of Students.* The Site shall provide, as applicable, a practicum/internship site supervisor ("Site Supervisor") who will supervise student activities during their practicum/internship. Participation as a site supervisor involves developing a mentoring relationship with the student, providing weekly supervision, sharing institutional knowledge and advice, being available to the student for questions and feedback, and completing evaluation(s) of the student's skills and performance.
- f. *Reporting of Student Progress.* The Site and Site Supervisor shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the Site.
- g. *Student Records.* The Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- h. *Indemnification.* The Site shall indemnify and hold harmless University including, without limitation, its students, faculty, agents, Trustees, directors, officers, employees, invitees, or guests, and any University contractors, from and against all claims, losses, costs, damages, and expenses (including, without limitation, attorneys' fees) relating to any loss, injury or death of any person or any damage to real or personal property whether the above result from or arise in connection with (i) any breach by Site, its agents, directors, officers, employees or any provision of this Agreement; (ii) Site's supervision and/or control over University's students under

this Agreement, or (iii) any negligent act or omission by Site agents, directors, officers, or employees. This section shall not apply to any loss or action resulting from or arising out of the negligence or willful misconduct to the extent caused by the University or its students, faculty, agents, Trustees, directors, officers, employees, invitees or guests.

III. MUTUAL TERMS AND CONDITIONS

- a. Number of Participating Students.* The Parties will mutually agree upon the number of students that shall be assigned to the Site for the practicum experience.
- b. Term of Agreement.* The term of this Agreement shall be five (5) year(s) from the date of execution. Thereafter, the parties may mutually agree to extend this Agreement for an additional five (5) year period.
- c. Termination of Agreement.* The University or the Site may terminate this Agreement for any reason with ninety (90) days written notice. However, should the Site terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience at the Site until the Site experience have been concluded absent the termination.
- d. Nondiscrimination.* The Parties agree to continue their respective policies of nondiscrimination and shall not discriminate based on sex, age, race, color, creed, national origin, disability, sexual orientation or any other protected classification under applicable local, state or federal law.
- e. Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. Modification of Agreement.* This Agreement may only be modified if reduced to writing and signed by both Parties.
- g. Relationship of Parties.* The relationship between the Parties to this Agreement to each other is that of independent contractors. The relationship of the Parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- h. Liability.* Neither of the Parties shall assume any liabilities to each other. As to liability to each other or death to persons or damages to property, the Parties do not waive any defenses as a result of entering into this contract.
- i. Notices.* Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by regular or first-class mail, or in such other manner as the Parties agree, to the following:

Wyoming Valley West School District
450 North Maple Avenue
Kingston, PA 18704

Robert Morris University
6001 University Boulevard
Moon Township, PA 15108

Attn: Mary Norton
570-288-6551
mnorton@wwwsd.org

Attn: Nadine Englert, Dean
College of Health and Human Sciences
(412) 397-6805
englert@rmu.edu

- j. Entire Agreement.* This Agreement represents the entire understanding between the Parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the date previously indicated.

Robert Morris University

By:

By:

Name:

Name: _

Title

Title: _____



Wyoming Valley West School District

450 North Maple Avenue, Kingston, PA 18704-3683

Phone: (570) 288-6551

Fax: (570) 714-6948

Resolution Authorizing Submission of a Multimodal Transportation Fund Grant Application

WHEREAS, the Wyoming Valley West School District recognizes the importance of providing safe and accessible transportation infrastructure for students, staff, residents, and visitors; and WHEREAS, the Pennsylvania Department of Community and Economic Development (DCED) has established the Multimodal Transportation Fund to assist eligible applicants with projects that improve transportation assets and pedestrian safety throughout the Commonwealth; and WHEREAS, the Wyoming Valley West School District desires to undertake the Spartans Safe Steps project to improve pedestrian safety at the intersection adjacent to Chester Street Elementary School and Wyoming Valley West Middle School through the installation of high-visibility crosswalks, pedestrian-activated Rectangular Rapid Flashing Beacons (RRFBs), ADA-compliant curb ramps, accessible pedestrian infrastructure, upgraded signage, pavement markings, traffic control measures, and related roadway improvements; and WHEREAS, the Wyoming Valley West School District is requesting Three Hundred Thirty-Two Thousand Five Hundred Dollars (\$332,500) in Multimodal Transportation Fund grant assistance to support the completion of this project.

NOW, THEREFORE, BE IT RESOLVED, that the Board of School Directors of the Wyoming Valley West School District hereby authorizes the submission of an application to the Pennsylvania Department of Community and Economic Development for Multimodal Transportation Fund assistance in the amount of \$332,500 for the Spartans Safe Steps project.

BE IT FURTHER RESOLVED, that the Board of School Directors hereby designates Dr. Charles Suppon, Jr., Superintendent of Schools, as the authorized representative of the Wyoming Valley West School District to execute all applications, agreements, certifications, contracts, and any other documents necessary to obtain and administer the grant on behalf of the District.

BE IT FURTHER RESOLVED, that the Wyoming Valley West School District will provide all required local matching funds and will comply with all applicable federal, state, and local laws, regulations, and grant requirements associated with the Multimodal Transportation Fund.

Superintendent of Schools

Date

Appendix II - Authorized Official Resolution

Be it RESOLVED, that the Wyoming Valley West School District (Name of Applicant) of Luzerne (Name of County) hereby requests a Public School Facility Improvement Grant of \$5,000,000 from the Commonwealth Financing Authority to be used for the renovation of the Third Avenue Educational Center, 131 Third Avenue, Kingston, PA, into the Spartan Learning Academy, a district-operated center-based special education program serving students with Autism, Emotional Support, Multiple Disabilities, and other complex educational needs.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Dr. Charles Suppon Jr., Superintendent and Jennifer Bullock, Board Secretary as the officials to execute all documents and agreements between the Wyoming Valley West School District and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, _____, duly qualified Secretary of the Wyoming Valley West School District, Luzerne County, PA, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of School Directors at a regular meeting held _____, 2026, and said Resolution has been recorded in the Minutes of the Wyoming Valley West School District and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Wyoming Valley West School District this ____ day of _____, 2026.

Secretary
Wyoming Valley West School District
Luzerne County, Pennsylvania

WYOMING VALLEY WEST SCHOOL DISTRICT
PAPER & GENERAL SUPPLIES
2026-2027

JUSTIFICATION STATEMENT

KEY:

- 1 - Cascade School Supplies, 1 Brown St., North Adams, MA 01247
- 1 - Contract Paper Group Inc., 1013 Portage Trail, Unit 2, Cuyahoga Falls, OH 44221
- 3 - Kurtz Bros., 400 Reed St., Clearfield, PA 16830
- 4 - Liberty Paper, 5025 Hampton St., Los Angeles, CA 90058
- 5 - National Art & School Supplies, 2195 Elizabeth Ave., Rahway, NJ 07065
- 6 - Phillips Supply Co., Beade St., Plymouth, PA 18651
- 7 - Pyramid School Products, 6510 N 54th St., Tampa, FL 33610
- 8 - Quill LLC, 300 Tri State Int'l Drive, Ste 300, Lincolnshire, IL 60069
- 9 - School Specialty, 140 Marble Dr., Lancaster, PA 17601

COMMITTEE:

John Borsavage, Supply Dept.
Tracy Villano, Asst to Finance Manager

RECOMMENDATIONS:

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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>REASON</u>
00443	3 x 5 pink index cards	Color not as specified
00444	Index cards – glow colors	Color not as specified
00780	5” blackboard erasers-sample required	No sample provided
00930	Standard staples	Not as specified
00950	Fiskars 5” blunt – sample required	No sample provided
00970	8” scissors-sample required	No sample provided
00980	Erasers 60/box	Not as specified
01005	White laser address labels	Poor quality
01141	8 color dry erase sets	Poor quality
01142	Dry erase black	Poor quality
01143	Dry erase blue	Poor quality
01147	Dry erase kit	Wrong item
01158	12 color pencil set-sample required	No sample provided
01210	Primary pencils – sample required	No sample provided
01540	Bic White Out bottles	Not as specified
01640	Tissues 2 ply 100/box-sample required	No sample provided
02030	1 ½” D ring view binders	Not as specified
02040	2” D ring view binders	Not as specified

RECOMMENDED BID AWARDS:

Cascade School Supplies	13,179.60
Kurtz Bros.	4,945.87
Liberty Paper	51,492.00
National Art & School Supplies	8,492.36
Phillips Supply	9,371.56
Pyramid School Products	7,599.33
Quill	2,792.35
School Specialty Inc.	<u>4,918.16</u>

\$102,791.23

Wyoming Valley West SD

450 Maple Avenue, Kingston, PA 18704

Board Affirmation Statement

As required by the Pennsylvania Department of Education and State Board Regulations, the Board of Education for the **Wyoming Valley West School District** reviewed and approved the plan(s) at the following Board Meeting, held on **August 12, 2026**. The plan(s) was (were) approved by a vote of _____ **(yes)** and _____ **(no)**.

Plan(s) Approved at School Board Meeting:

Place a check in the box next to the board approved plan(s).

☐

Comprehensive Plan

Board Affirmation also includes review and approval of the following state reports:

- Induction Plan (Chapter 49)
- Professional Development Plan (Act 48)
- Gifted Education Plan Assurances* (Chapter 16)

☒

School Plan(s)

List school name and plan type on the next page.

Affirmed on this _____ day of _____, 20____

By: _____ (Signature of Board President)

_____ (Print Name)

_____ Board of Education

<u>School Name</u>	<u>Plan Type</u>
Wyoming Valley West SHS	ATSI non – Title I



Wyoming Valley West School District

450 North Maple Ave, Kingston, PA 18704

Board Affirmation Statement

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- Professional Development Plan (Act 48)
- Gifted Education Plan Assurances* (Chapter 16)



School Plan(s)

List school name and plan type on the next page.

Affirmed on this 12th day of August, 2026

By: _____ (Signature of Board President)

_____ (Print Name)

_____ Board of Education

<u>School Name</u>	<u>Plan Type</u>
Wyoming Valley West Middle School	• ATSI – Title I

Plan Types:

- Non-Designated – non – Title I
- Schoolwide Title I

- CSI
- ATSI – Title I
- ATSI – non – Title I
- TSI – Title I
- TSI – non – Title I



Wyoming Valley West School District

450 North Maple Ave, Kingston, PA 18704

Board Affirmation Statement

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- Professional Development Plan (Act 48)
- Gifted Education Plan Assurances* (Chapter 16)



School Plan(s)

List school name and plan type on the next page.

Affirmed on this 12th day of August, 2026

By: _____ (Signature of Board President)

_____ (Print Name)

_____ Board of Education

<u>School Name</u>	<u>Plan Type</u>
Dana Street Elementary Center	• TSI – Title I

Plan Types:

- Non-Designated – non – Title I
- Schoolwide Title I
- CSI
- ATSI – Title I

- ATSI – non – Title I
- TSI – Title I
- TSI – non – Title I

FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement (this "**Amendment**"), dated as of this _____ day of _____, 20__ (the "**Effective Date**"), by and between **Wyoming Valley West School District**, ("Landlord"), whose address is 450 North Maple Avenue, Kingston, Pennsylvania 18704, and **Northeast Pennsylvania SMSA Limited Partnership d/b/a Verizon Wireless**, a Delaware limited liability company ("**Tenant**"), recites and provides:

RECITALS

WHEREAS, Landlord is the fee owner of certain real property located in Luzerne County, Pennsylvania, (the "**Property**").

WHEREAS, Tenant, is the current tenant under that certain Land Lease Agreement with Landlord, dated February 24, 2014 (the "**Lease**").

WHEREAS, Landlord, pursuant to the Lease, leases to Tenant a portion of the Property, together with a non-exclusive access and utility easement over the Property, as more particularly described on **Exhibit A** (the "**Premises**").

WHEREAS, Tenant owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Premises.

WHEREAS, Landlord and Tenant now desire to amend the Lease as more particularly provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.
2. Amendment Fee. Tenant shall pay an amendment fee of Eight Thousand Dollars and No/Cents (\$8,000.00) to Landlord, within thirty (30) days of the commencement of construction of the expansion space.
3. Expansion of Premises. Tenant requires an additional One Hundred Fifty square feet (150 sq. ft.) expansion of the Premises ("**Expansion Space**"), as depicted on **Exhibit B**. Landlord agrees to lease such Expansion Space on the terms and conditions set forth in the Lease, commencing on the first day of the month following the date the construction commences on the Expansion Space. Tenant may terminate the Expansion Space in its sole discretion upon thirty (30) days'

written notice to Landlord, provided Tenant has removed all above-ground improvements upon the Expansion Space in accordance with the terms of the Lease. Landlord and Tenant agree that each and every reference in the Lease to "Premises" shall also include the "Expansion Space" (if any). Notwithstanding the foregoing, the depiction contained in Exhibit B is included solely for illustrative purposes and shall not constitute a legal description of the Expansion Space. Tenant shall have the right to replace Exhibit B with a metes and bounds legal description of the Expansion Space based upon a survey obtained by Tenant, and such replacement exhibit shall automatically be deemed incorporated into this Lease without the need for a further amendment or additional execution by Landlord. Upon receipt, Landlord shall be deemed to have approved such revised Exhibit B so long as the legal description is reasonably consistent with the Expansion Space as contemplated by this Lease and does not increase Landlord's obligations or materially alter the location or size of the Expansion Space. The Expansion Space shall be deemed defined in accordance with such survey-based legal description upon delivery thereof by Tenant.

4. Rent Increase. Commencing on the first (1st) day of the month following the date the construction commences on the Expansion Space, the Rent shall increase by Four Hundred Fifty Dollars (\$450.00), ("**Rent Increase**"). The Rent Increase shall be payable to Landlord at the times and in the manner set forth in the Lease for payment of Rent.
5. Notices. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

If to Tenant:

VB-S1 Assets, LLC
c/o Vertical Bridge, LLC
22 W Atlantic Ave, Suite 310
Delray Beach, Florida 33444
Attention: General Counsel
Ref: US-PA-5545

If to Landlord:

Wyoming Valley West School District
450 North Maple Avenue
Kingston, Pennsylvania 18704

6. Confidentiality. Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in

connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Property, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this section shall survive the execution and delivery of this Amendment.

7. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment (or any notices pursuant to the Lease) bearing an original signature by facsimile transmission, by DocuSign, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.
8. Ratification. Except as amended and modified in this Amendment, the terms and conditions of the Lease (in existence prior to this Amendment) are ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Lease (in existence prior to this Amendment) and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease (in existence prior to this Amendment).

[The remainder of this page is intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

WITNESSES:	LANDLORD: Wyoming Valley West School District,
_____ Name: _____	By: _____ Name: _____ Title: _____ Date: _____

[Landlord's Signature Page to Amendment]

WITNESSES: Name: _____ Name: _____	TENANT: Northeast Pennsylvania SMSA Limited Partnership d/b/a Verizon Wireless By: VB-S1 Assets, LLC, a Delaware limited liability company, successor in interest to VB Acquisitions, LLC, a Delaware limited liability company Its: Attorney in Fact By: _____ Name: _____ Title: _____ Date: _____
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[Tenant's Signature Page to Amendment]

Exhibit A

Legal Description of the Premises

Exhibit B

Description of Expansion Space

Landlord hereby acknowledges and consents that the depiction below is for illustrative purposes only and agrees that such depiction may be replaced by a survey-based legal description to be prepared by Tenant at a later date, which description shall be deemed acceptable to Landlord.

STEM Endorsement Program

Wyoming Valley West Senior High School will offer students the opportunity to earn a STEM (Science, Technology, Engineering, and Mathematics) Endorsement on their high school transcript. The STEM Endorsement recognizes students who demonstrate a strong commitment to academic excellence and career readiness in STEM-related fields.

To earn the STEM Endorsement, students must successfully complete the required sequence of STEM coursework established by the school, maintain satisfactory academic standing, and fulfill any additional program requirements, which may include participation in STEM-related experiences such as research projects, competitions, or other approved learning opportunities.

The STEM Endorsement is designed to prepare students for postsecondary education and careers in science, technology, engineering, mathematics, and other high-demand technical fields by promoting critical thinking, innovation, collaboration, and real-world problem-solving skills.

Students interested in pursuing the STEM Endorsement should consult with their school counselor to develop an individualized four-year academic plan that aligns with the program requirements and their postsecondary goals.

LETTER OF AGREEMENT FOR CONSULTING SERVICES

This Agreement is made by and between The Wyoming Valley West School District ("District") and Debbie Troy ("Consultant").

1. TERM

The term of this Agreement shall commence upon execution and shall continue on a month-to-month basis, subject to the termination provisions set forth in Paragraph 4 below, for the purpose of Consultant providing Title I Program consulting services to the District.

2. DESCRIPTION

Upon the terms and conditions set forth herein, the District retains Consultant to provide consulting services related solely to the District's Title I Program. Consultant shall provide such services on an as-needed basis at the request of the District. Nothing in this Agreement guarantees a minimum number of hours or days of work.

It is mutually agreed that Consultant shall not be eligible for or receive any health insurance, retirement benefits, paid leave, or any other employee benefits under this Agreement. Consultant shall serve as an independent contractor.

3. FEES AND PAYMENT

In consideration of the consulting services provided under this Agreement, the District shall compensate Consultant at an hourly rate equal to Consultant's current per diem rate, calculated by dividing the Consultant's per diem compensation by the number of hours in the Consultant's regular workday. Consultant shall submit monthly invoices itemizing the hours worked and services performed, and the District shall pay approved invoices in accordance with its normal payment procedures.

4. TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, effective immediately upon written notice to the other party. Consultant shall be compensated only for services satisfactorily performed through the effective date of termination. The District shall have no further obligation for compensation following the effective date of termination.

Signatures:

The Wyoming Valley West School District

Date

Debbie Troy, Consultant

Date

Policy on Use and Rental of Facilities Wyoming Valley West School District

Wyoming Valley West School District and Board of Directors strive to make available school building and facilities to organizations within the WVV community as long as it does not interfere with Wyoming Valley West school activities.

All facilities use requests need to adhere to Wyoming Valley West School District board policy 707: Community Use of WVV School District Facilities.

Applications to use the Wyoming Valley West School District facilities **must be submitted no less than thirty (30) days prior to anticipated use. Any cancelation of a lease use be made with 48 hours notice.**

Availability of staff and cost to the district will be a consideration in granting the approval of the lease.

The Board of Directors has a responsibility for protecting all school facilities against damage and from increased operating costs due to extended or after-hours use of the facilities. Certain rules, regulations, and fees shall be used when applicable.

Regular school activities have priority for all spaces/facilities.

It is understood that the school district or its employees will not be held liable for personal injuries, accidents, or damage to or loss of personal property.

Only those people from the organized group, who have signed up for the use of facilities, and their invited guests, should be allowed in your activity area.

Any activity carried out on school facilities shall be in accordance with all Pennsylvania law and in conformity with borough ordinances as well as the dignity and moral standards associated with public schools.

Wyoming Valley West School District may revoke a lease at any time and may restrict rental spaces.

Organizations must abide by the regulations at each facility. No smoking, gambling, alcoholic beverages. Nothing should be sold, exhibited, or displayed without prior permission.

Thank you for your cooperation in these matters.

WVW Facilities Use Form

DATE: _____

ORGANIZATION MAKING REQUEST: _____

TYPE OF ORGANIZATION: _____

REQUESTED BY: _____

IS THIS GROUP PROFIT OR NON-PROFIT: _____

DAY AND DATE OF EVENT: _____

SPECIFIC TIME PERIOD--- BEGINNING TIME: _____ ENDING TIME: _____

ADMISSION CHARGE AND EXPECTED ATTENDANCE: _____

BUILDING REQUESTED: _____

EXACT PART OF BUILDING BEING USED: _____

PLEASE CHECK ANY ADDITIONAL SERVICES:

____ EQUIPMENT SET UP/ TEAR DOWN

____ MICROPHONE

____ PROJECTOR

____ AV TECHNICIAN

____ OTHER PLEASE BE SPECIFIC

SIGNATURE OF PERSON REQUESTING USE OF FACILITIES: _____

PHONE # _____ ADDRESS: _____

Schedule of charges and Classifications of Groups:

Schedule of charges and Classifications of Groups:

Category 1:

- a. Organizations directly associated with the WVV School District. These include PTA's, Teacher's Organizations, Athletic and Band Booster Clubs, and activities the WVV Board of Directors may direct.
- b. Community service organizations. These include Lions Club, Rotary, Elk Club, etc.
- c. Governmental Organizations (Local, State, Federal) for purposes of a public meeting or hearing.

Category 2: Local youth-oriented organizations. These include youth athletic organizations, Boy Scouts, Girl Scouts, etc.

Category 3: Non-profit Organizations. These organizations will need to provide credentials of non-profit status upon request from Board. These organizations include: faith-based organizations, educational based organizations (example Community Colleges), Cultural based organizations (example fine arts, theatre groups, or independent adult-oriented recreational groups). Other organizations of a charitable or philanthropic nature using school facilities for non-commercial activities.

Category 4: For profit organizations including private individuals, commercial entities, for profit educational institutions, etc., who seek to use school facilities for profit, where admission is charged or collection is taken and profit is used for the advancement of the individual(s) or group(s).

Because the School District incurs additional costs when facilities are being used beyond normal hours, it is necessary to pass along the costs to the using groups: Because the School District incurs additional costs when facilities are being used beyond normal hours, it is necessary to pass along the costs to the using groups:

	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4
<u>Facility Use Fee</u>	\$0	\$200	\$300	\$400
<u>Custodial Fee(If outside of normal hours or if district determines additional staff is needed for the event)</u>	\$0	\$35/hr	\$35/hr	\$35/hr
<u>Security (Need determined by district)</u>	\$0	\$40/hr	\$40/hr	\$40/hr
<u>AV Technician</u>	\$0	\$55/hr	\$55/hr	\$55/hr
<u>Pool</u>	\$0	\$0	\$0	\$80/hr
<u>Lifeguard</u>	\$0	\$30/hr	\$30/hr	\$30/hr
<u>Gymnasium</u>	\$0	\$0	\$0	\$40/hr
<u>Athletic Field/Stadium</u>	\$0	\$0	\$0	\$40/hr
<u>Auditorium</u>	\$0	\$0	\$0	\$40/hr
<u>Cafeteria/Kitchen</u>	\$0	\$0	\$0	\$40/hr
<u>Classroom</u>	\$0	\$0	\$0	\$10/hr
<u>Equipment Set up/ Tear Down Fee</u>	\$0	\$35	\$35	\$35

RETURN APPLICATION TO: Nick Gill	or	Dave Cordes
WVW High School		WVW Central Office
150 Wadham St		450 N. Maple Ave
Plymouth Pa 18651		Kingston Pa 18704
570-779-5361		570-288-6551
ngill@wvwsd.org		dcordes@wvwsd.org

REGULATIONS TO BE ADHERED TO:

1. The activity must be sponsored or provide for substantial participation by the residents of the Wyoming Valley West School District.
2. Gambling, immoral, or unbecoming behavior will not be permitted on school property. No alcoholic beverages may not be served for consumed on school property.
3. No smoking on school property, school buildings, or school grounds.
4. Adequate adult supervision must be provided for each activity.
5. When a group uses equipment technically difficult to operate, it will be required that someone who is connected to the school and who has knowledge of the equipment, must operate it. He/She will be paid for his/her services by the user group (i.e. kitchen, stage lighting, science equipment, audio/visual equipment)

6. School custodians on duty are responsible for opening and closing the building, policing it, and cleaning the premise after use. The facilities should be left clean and be in order for the next school use. Custodial services must be paid by the for by the organization at the appropriate rate. (See rate scale)
7. The organization who leases the facilities is responsible for any damages caused by the group and will be charged accordingly for repairs and replacement.
8. The School Board reserves the right to deny any use of the facilities to any person or organization at any time and is the final authority on the interpretation and modification of the policy on public use of facilities. In particular, the School Board reserves the right to deny the privilege of continued use of facilities to any user who does not comply with all School Board regulations.
9. Security may be needed for an event. This will be at the discretion of the Administration and all expenses will be paid by the group/organization sponsoring the event.

All expenses for security should be paid to: Wyoming Valley West School District
Mail/Hand deliver check to: Mr. Anthony Diction, Director of Security
Wyoming Valley West Central Office
450 N. Maple Ave
Kingston Pa 18704

10. The School District reserves the right to deny the privilege of continued use of facilities to anyone who does not comply with above mentioned security payment procedures.
11. SATURDAY AND SUNDAY USE OF FACILITIES: Sunday use will be granted only under the following conditions:
 - Similar facilities are not available within the district for the event.
 - Custodians must be available within the district for the event.
 - The group must demonstrate the necessity of using Sunday rather than another day of the week.
 - Outdoor facilities that do not require custodial services, unlocking or use of equipment may be used on Sunday.

Insurance Requirement

Each group, except for direct school related organizations (i.e. PTO,PTA), must provide certificates of insurance to the School District as follows:

Liability: \$250,000-\$400,000
\$500,000 per accident bodily injury

Property Damage: \$50,000

Certificates of Insurance must name Wyoming Valley West School District as additional insured. This cannot be waived and must be received by Wyoming Valley West School District one (1) week before use of facility.

The leasing organization is responsible for providing a certified lifeguard during the period of a pool lease.

The School District reserves the right to revoke permission for use/lease when the facility is needed for school use. In such an event, notification will be given at the earliest opportunity.

RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION FOR COMMUNITY USE OF SCHOOL DISTRICT FACILITIES

Any individual, non-profit group or community organization (hereinafter the "Applicant") using Wyoming Valley West Area School District (the "District") premises, facilities, furnishings or equipment for any purpose shall hereby waive any claim against and shall indemnify, save, and hold harmless the District and its officers, board members, agents and employees for any damages to the premises, facilities, furnishings or equipment during the time the premises are used or occupied, and against claims for personal injury, including accidental death, as well as claims for damage to property occasioned by or in conjunction with the Applicant's activities conducted upon or use of District premises, facilities, furnishings or equipment.

Applicant agrees to conduct its activities on the District premises in a careful and safe manner. As a material part of the consideration of the District, Applicant hereby assumes all risk of damage to and loss or theft of property, and injury or death to persons related to Applicant's use or occupancy of any portion of the District premises or buildings from any cause whatsoever, and Applicant hereby waives all claims in respect thereof against District. Applicant shall indemnify, defend, and save harmless District and all of its officers, board members, employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, losses, cost, and damages of every kind and description, including but not limited to any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by District, on account of loss or damages to any property and for injuries to or death of any person arising out of any act or omission by Applicant, its members, employees, agents, representatives, or participants, or arising out of Applicant's use of the District's premises, facilities, furnishings or equipment, including but not limited to the negligent conduct, acts or omissions of the District, its employees, agents or representatives, or any natural or artificial condition which exists upon the District premises or buildings, or arising out of workers' compensation claims or unemployment disability compensation claims of employees of Applicant or out of claims under similar such laws.

Whenever, in the opinion of the District Superintendent, the proposed use of District premises or buildings is of such a nature to make it appropriate Applicant shall be required to file certificates of insurance with the District naming the District as a co-insured as evidence that it has and will continue to have during the period of such use such public liability and property damage

insurance as shall protect the Applicant and the Wyoming Valley West Area School District, its officers, board members, employees, agents and representatives from all claims of personal injury, including accidental death, as well as from all claims for property damage arising from Applicant's activities or use of District premises or buildings, in the amount of: Public Liability and Property Damage Insurance (per occurrence) of \$1,000,000.00; Public Liability and Property Damage Insurance (combined aggregate) of \$1,000,000.00.

The District reserves the right to revoke its permission to use its premises or buildings at any time, with or without cause or provocation.

SIGNED BY COMMITTEE IN CHARGE:

Name

Address

Telephone Number